Board of Directors Meeting
School District 4J, Lane County
4J Education Center / Hybrid (in-person or via Zoom)
200 North Monroe Street
Eugene, Oregon 97402
Wednesday, November 6, 2024

NOTICE: The Regular Board Meeting at 6:00 p.m. will be open to the public to attend in person, via live broadcast on KRVM 1280-AM and 98.7 FM, on the internet at https://icecast.4j.lane.edu/board and via Zoom Webinar at https://4J-lane-edu.zoom.us/j/91225128314, Webinar ID: 912 2512 8314

School Board Meeting Request Forms:
Sign up to provide public comment: www.4j.lane.edu/board/publiccomment

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

Requests to provide public comment must be submitted no later than 5 p.m. on the Monday before the meeting.
6:00 PM
Regular Meeting

I. **6:00 p.m. Regular Board Meeting:**
II. Call to Order, Roll Call, Land Acknowledgment
III. Agenda Approval
IV. Introduction of Guests and Superintendent's Report
V. Receive Reports from High School Student Representatives
VI. Items Raised by the Audience
VII. Comments by Employee Groups

VIII. **Consent Group - Items for Action**

1. Approve the Board Meeting Minutes Drafts for: 3
   - September 18, 2024, Board Work Session
   - October 09, 2024, Regular Board Meeting
2. Approve Personnel Actions 26
   Presenter: Brooke Wagner D.Ed., Assistant Superintendent of Administrative Services
3. Approve Private Alternative Education Options Contracts 28
   Presenter: Katherine Lange, Executive Director of Youth & Family Services

IX. **Items for Information**

1. Integrated Guidance (IG) 2023-24 Report Presentation 131
   Presenters: Larry Williams, Assistant Superintendent Instruction & Access
   Judy Jesiah, Manager of Financial Stewardship & Compliance for Integrated Guidance
   20 Minutes
2. Receive Report on Community Chats held in October and Discuss plans/ideas for November Chats. 150
   Presenter: Ericka Thessen, Board Director and Board Community Engagement Committee Chair
   15 Minutes

X. **Items for Action**

1. Enterprise Zone School Support Fee 151
   Presenters: Colt Gill, Interim Superintendent

Michael Bradley, Business Liaison, City of Eugene
Amanda D'Souza, Development Programs Manager, City of Eugene
Allison Camp, Economic Development Manager, City of Springfield
10 Minutes

2. Report and Approval of a Focus Group Proposal from the Ad Hoc Superintendent Search Board Subcommittee
Presenter: Judy Newman, Ad Hoc Superintendent Search Board Subcommittee Chair
15 Minutes
3. Consider for approval proposed revisions to Policy BBFC – Reporting of Suspected Abuse of a Child (Second Read) 154
Presentter: Colt Gill, Interim Superintendent
5 Minutes
4. Consider for approval proposed revisions to Policy GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements** (Second Read) 158
Presenter: Colt Gill, Interim Superintendent
5 Minutes
5. Consider for approval proposed revisions to Policy JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements** (Second Read) 163
Presenter: Colt Gill, Interim Superintendent
5 Minutes

XI. **Items for Action at a Future Meeting**

1. Consider Approval of Board Directors' Travel per Policy BHD – Board Member Compensation and Expense Reimbursement 169
Presenter: Maya Rabasa, Board Director
10 Minutes
2. Budget Committee Reappointment 170
Presenters: Matt Brown, Director of Financial Services; Colt Gill, Interim Superintendent
10 Minutes
3. Approve revisions to Board Policy AC – Nondiscrimination (First Read) 171
Presenter: Juan Carlos Cuadros, Assistant Superindent for Equity, Inclusion and Belonging
5 Minutes
4. Consider Proposed Revisions to Policy DJC – Bidding Requirements (First Read) 175
Presenter: Matt Brown, Director of Financial Services
15 Minutes
5. Renewal of Village Charter School Contract 197
Presenter: Casandra Kamens, Curriculum Administrator
20 Minutes
6. OSBA Election and Resolutions 279
Presenter: Judy Newman, Board Director and OSBA Legislative Policy Committee, Lane Region Representative
10 Minutes
7. Approve revisions to Board Policy BBF – Board Member Standards of Conduct (First Read) 311
Presenter: Colt Gill, Interim Superintendent
10 Minutes

XII. Comments by Individual Board Members
XIII. Suggestions by the Board for Consideration of Items at a Future Meeting
XIV. Adjourn

INTERPRETERS FOR THE DEAF AND HARD OF HEARING:
To request interpreter services for this meeting, pleasecall (541) 790-7850 or TDD (541) 790-7712 or the TDD Relay Number 1 (800) 735-2900

Eugene School District 4J
200 North Monroe Street
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ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting
November 06, 2024

Title
Approve the Board Meeting Minutes Drafts for:
- September 18, 2024 Board Work Session
- October 09, 2024 Regular Board Meeting

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

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

Date: September 18, 2024

The Board of Directors (BOD) of School District No. 4J, Lane County, Oregon, held a work session at 6:00 p.m. in-person at the Education Center, 200 North Monroe Street in Eugene, Oregon, via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on September 13, 2024.

ROLL CALL

BOARD MEMBERS PRESENT:
Jenny Jonak, Chair
Tom Di Liberto, Vice Chair
Maya Rabasa
Judy Newman
Morgan Munro
Rick Hamilton (online)

BOARD MEMBERS ABSENT:
Ericka Thessen

STAFF:
Colt Gill, Interim Superintendent
Carmen Xiomara Urbina, Chief of Staff
Matt Brown, Director of Finance
Arthur Hart, Director of Transportation
Larry Williams, Assistant Superintendent of Instruction and Access
Sherry Moore, Executive Assistant to the Chief of Staff
Debbie McKim, Executive Assistant to the Interim Superintendent and Board

EMPLOYEE GROUPS:
Lisa Jenkins-Easton, Oregon School Employees Association (OSEA)

OTHER GUESTS:
Krista Parent, Executive Director of Coalition of School Administrators (COSA)
Kerri Frazee, Prevention Services Administrator
Shasta Quigley, MTSS Systems Specialist
Melissa Barbour, MTSS Systems Specialist

DRAFT

MEDIA:
KRVM
Register Guard

I. CALL TO ORDER, ROLL CALL

Chair Jenny Jonak called the work session to order at 6:00 p.m. She said the names of the board members who were present. Board member Ericka Thessen was absent.

II. AGENDA APPROVAL

The agenda was approved as amended.

III. COMMENTS BY EMPLOYEE GROUPS

There were none.

IV. CONSENT GROUP – ITEMS FOR ACTION

1. APPROVE BOARD WORK SESSION MINUTES FOR AUGUST 21, 2024

2. APPROVE THE PURCHASE OF TYLER TECHNOLOGY SCHOOL BUS TABLETS

3. APPROVE FIELD TRIP FOR CHURCHILL HIGH SCHOOL REPRESENTATIVE RACHEL CARSON ACADEMY TO OLYMPIC NATIONAL PARK, WASHINGTON

MOTION: Vice Chair Di Liberto moved to approve the consent group as presented. Ms. Munro seconded. **The motion passed unanimously, 6:0:0; Chair Jonak, Vice Chair Di Liberto, Ms. Newman, Ms. Rabasa, Ms. Munro, and Mr. Hamilton all voting in favor.**

V. ITEMS FOR ACTION

There were none.

VI. ITEMS FOR INFORMATION

1. BOARD COMMITTEE REPORTS

LEGISLATIVE BOARD COMMITTEE

Ms. Newman reported that the Legislative Board Committee met and discussed the process for setting legislative priorities for the year. They are targeting early January, 2025 for participating in the legislative breakfast. She referenced two examples (2021 and 2023 sessions) which were provided in the meeting packet. She explained that they do not have their own lobbyist, so they do not introduce legislation, however they do have priorities. At the next Board of Directors (BOD) meeting, the committee hopes to collect additional feedback regarding priorities. She added that the Oregon School Boards Association (OSBA) Legislative Road Show is scheduled for October 15, 2024.

COMMUNITY ENGAGEMENT BOARD COMMITTEE

Mr. Hamilton updated the BOD about the Community Engagement Board Committee. He said at their last meeting, the committee discussed whether they should host a listening session or a less formal chat session. He described their main purpose as connecting with community members. He added that they are considering the possibility of hosting sessions at multiple locations and possibly more than one session occurring on a set date. He said the committee is seeking direction from the BOD.

Ms. Rabasa, who is also on the committee, added that they will be presenting multiple proposals and a recommendation for the structure of community engagement at the next BOD meeting.

STUDENT VOICE BOARD COMMITTEE

Vice Chair Di Liberto and Chief of Staff Carmen Xiomara Urbina reported on the Student Voice Board Committee. They referenced a summary of the proposal outlining the process for recruiting high school student board representatives. Vice Chair Di Liberto introduced a three-phase roll out over a three-year timeline. He said ultimately there will be a representative from each high school in the district.

Ms. Urbina described a brainstorming session with high school principals focused on the goal of activating student voice in a strategic way. Through their discussion, it was determined that the district should further refine the process for selecting student representatives and apply an equity lens.

Ms. Urbina summarized the plan/process:

Phase 1: Retain current student representatives who have one term year remaining; align with two-student policy (i.e. a student representative and a student representative elect); and develop Principal Advisory Committee(s).

Phase 2: Informed by the work of the Principal Advisory Committee(s), refine the selection process for next school year's student representatives.

Phase 3: Implement the selection process for student representatives.

Ms. Urbina referenced a detailed ten-page report available to the BOD.

Ms. Rabasa asked if there is a self-selection process during the current 2024-25 school year.

Ms. Urbina responded that while a student may put their name forward for consideration as a student representative, the district is seeking a student with the specific values outlined in the report.

Chair Jonak requested that the report be made available online for public viewing.

DRAFT

Staff responded affirmatively.

SUPERINTENDENT SEARCH AD HOC BOARD COMMITTEE

Ms. Newman reported on the Superintendent Search Ad Hoc Board Committee. They are in the process of selecting a search firm for the superintendent search. The Request for Proposals (RFP) closed on September 23, 2024. The committee is hopeful that they will receive up to six applications. The screening process will occur September 24 through September 30, 2024. The approval of finalists will occur on October 9 and virtual interviews are scheduled for October 16, 2024. The final selection of the search firm will occur by October 23, 2024.

2. RECEIVE INFORMATION ABOUT 4J STUDENT SUPPORT MATRIX

Assistant Superintendent of Instruction and Access Larry Williams, Prevention Services Administrator Kerri Frazee, MTSS Systems Specialist Shasta Quigley, and MTSS Systems Specialist Melissa Barbour presented information about the student support matrix via PowerPoint presentation.

Mr. Williams spoke of the need to correct the district's disproportionate disciplinary practices. He said the trend aligns with national data.

He said the goal was to provide a transparent tool for students, families, staff, and the community. He explained that it is currently difficult for families when an incident occurs because the district cannot share information. Their hope is that the student support matrix will lend to a greater understanding regarding disciplinary action.

Ms. Barbour elaborated by stating that historically, the district's disciplinary practices have varied across schools, and suspension data has shown disproportionate discipline occurring for students of color and students with disabilities. In their review process, staff examined matrices from different districts. She referenced Oakland Unified School District and highlighted certain aspects of their comprehensive plan and tools, such as restorative practices, prevention, and supportive rather than punitive approaches.

She reiterated that state and national data reveal a trend that students of color, with disabilities, in poverty, and who are struggling academically are more likely to receive exclusionary discipline such as out-of-school suspensions and expulsion. Eugene School District 4J data also follows the trend as it relates to higher rates of exclusionary discipline for students of color.

Ms. Quigley added that randomly selected district data reveals that over penalizing students of color begins at the elementary level and continues through middle and high school. As just one example, she cited vastly disproportionate rates of detention for tardiness for white students (lower) versus students of color (higher). She said the district

is looking beyond the student support matrix to consider preventative measures and instill best practices.

Ms. Quigley provided a timeline of the student support matrix, which began in 2022. She summarized a soft rollout in year one, with a focus on establishing consistency school to school, and using the matrix to ensure more equitable and consistent discipline practices. She referenced the Student Support Flow Chart (formerly the Discipline Matrix) which is a quick reference guide for school administrators.

Ms. Barbour provided several examples of year 1 resources, including various quick reference guides intended to, among other things, engage students, inform families, and provide restoration. She emphasized a suspension consideration tool intended to encourage administrators to "pause" before hastily initiating an exclusionary disciplinary action.

Ms. Quigley described year 2 highlights, including changes to the student support matrix informed by administrator feedback, examining mitigating factors, and addressing new issues, such as major technology violations.

Ms. Barbour introduced future steps for year 3 including implementing a site-specific Student Support Flowchart for Teachers, greater access for community/families, a system to field concerns about potentially harmful interventions, and providing more explicit linkage to resources.

Mr. Williams opened up the floor for discussion.

Vice Chair Di Liberto asked about the status of restorative practices training for 4J staff.

Mr. Williams responded that two years ago the district began training staff with an emphasis on applying a restorative mindset to disciplinary action.

Mr. Hamilton questioned the necessity of the intricate nature of the Student Support Matrix.

Mr. Williams responded that it is so intricate due to the vast amount of information that must be included.

Ms. Newman asked what kind of reaction they have received from administrators and teachers.

Mr. Williams described staff reaction as overall positive.

Chair Jonak asked if input from interested parties included students and family members.

Mr. Williams responded that they spoke with student affinity groups, but they have not yet received input from families.

Ms. Rabasa inquired about support for educators, for example, what the district is doing to support shared definitions of the 3 Ds: defiance, disruption, and disrespect.

Ms. Quigley responded that they hold discussions centered around the concept of respect and examine how definitions might differ if you are a student v an educator.

Ms. Barbour described a tool for educators to use in the classroom called a Respect Agreement Lesson Plan which supports the development of community agreements. She explained that if educators want restoration, they must have something to restore to.

Ms. Quigley added that part of the goal is that the matrix is safe and accessible for educators as well as students.

Ms. Rabasa responded that the community agreements appeal to her because public education can sometimes be a possible mechanism for diluting one's culture and replacing it with the dominant culture.

Ms. Munro spoke to the prevention piece, stating that she is excited staff are being trained to the extent that the Student Support Matrix becomes less necessary. She asked how the district is including the intentional supported learning necessary for [disciplined] students while ensuring the safety of the students, peers and staff.

Ms. Frazee responded that tier 2 and tier 3 strategies support that, and the district is working to infuse more into those strategies in order to support students.

Mr. Williams added that with sound tier 1 interventions, there will be less need for tier 2 and tier 3 interventions.

Ms. Quigley emphasized the importance of having strategies that feel supportive to educators, she explained that a good behavior plan is often about helping the adults feel predictability and safety. Strategies (such as flow charts) help educators feel confident that they are responding in a way that everybody has agreed is in the best interest of the student, as opposed to having to make decisions throughout the day.

Oregon School Employees Association (OSEA) President Lisa Jenkins-Easton provided her comments, stating that she has had the job of entering hundreds of discipline incidents in her role at Sheldon High School. She expressed appreciation that the topic is being addressed. She cited discrepancies in reporting across the district. She questioned if classified staff were engaged during the development of the matrix and recommended improving the form being used for reporting. Ms. Jenkins-Easton added that often when a student is sent from a classroom it is with classified staff. She offered that restorative practices are not just for the student and the teacher but all the educators.

Ms. Quigley validated Ms. Jenkins-Easton's comments, stating that the district is working on improving the reporting form.

Ms. Newman left the work session at 7:45 p.m.

3. DEVELOP A MECHANISM FOR TIMELY FEEDBACK EMBEDDED THROUGHOUT THE YEAR, AS A COMPONENT OF THE SUPERINTENDENT EVALUATION

Executive Director of Coalition of Oregon School Administrators (COSA) Krista Parent presented developing a mechanism for timely feedback embedded throughout the year as a component of the superintendent evaluation via PowerPoint presentation, i.e. a superintendent evaluation and feedback process.

Ms. Parent mentioned historically the Oregon School Board Association (OSBA) ran the process for the state, guiding how superintendent evaluations were conducted. COSA became involved seven years ago and they collaborated on developing a manual.

Ms. Parent initiated a discussion about why a superintendent evaluation is important, aside from the legal requirements. She provided examples, such as from the school board's perspective it is important to celebrate and highlight the accomplishments of the district, led by the superintendent. And from the superintendent's perspective it is important to get direction and help to prioritize the work of the district for the next year.

Interim Superintendent Gill commented that superintendents are always seeking clarity, hearing individual comments are valuable, and the collaboration between superintendent and school board is stronger when there is open dialogue and information sharing.

Members of the BOD provided their comments about why they think a superintendent evaluation is important.

Ms. Parent outlined components that govern and direct the superintendent evaluation:

1. Superintendent contract
2. School board policy and administrative regulations
3. Superintendent standards
4. Superintendent job description
5. Superintendent goals

She explained that they recommend the superintendent provide performance standard reports monthly. The report can be provided during executive session.

Regarding the final evaluation, she said those typically occur before June. She suggested determining which set of standards the BOD is going to use. Ms. Parent offered a list of several standards, and recommended the set co-designed by COSA/OSBA and modeled after the National Education Leadership Preparation (NELP) standards. She noted that establishing performance goals for the superintendent's evaluation *must* be developed and approved in a board meeting open to the public.

Ms. Parent provided a handout for review titled 2021-22 Superintendent Evaluation Report for reference.

Ms. Parent offered a review of current 4J superintendent goals:

1. 4J as a gem
2. Mentor and affirm the team
3. Grow community and staff trust and partnership
4. Secure 4J's future

She offered that when considering consensus ratings v average ratings, COSA and OSBA recommend consensus ratings. They also recommend, after the evaluation is conducted, providing a statement by the board in a public meeting (a sample is available in the handout).

Ms. Parent detailed eight action items for the superintendent evaluation and feedback process.

1. Identify superintendent goals
2. Fine tune process, determine standards, and if there will be solicitation of any other input
3. Mid-year, ideally monthly, report
4. Self-evaluation presented to the board
5. Individual board member ratings of the superintendent
6. Board member ratings compiled by consultant and a consensus rating and report given to the board
7. Board meets with superintendent in executive session to review performance
8. A written summary of the superintendent's evaluation shall be provided to the superintendent and placed in the superintendent's file

She advised that the BOD must provide written notice of the renewal or nonrenewal of an administrator contract for the following year by March 15 if the individual is not going to be renewed. She noted that the superintendent evaluation does not need to be completed by March 15, only the written notice does.

Ms. Parent responded to questions from the BOD.

In response to a question posed by Ms. Munro, Ms. Parent explained that one of the biggest questions that both the superintendent and the BOD will want to explore is "Which of these standards and goals do we not have an idea about?"

Chair Jonak asked if there is any guidance about how to evaluate the superintendent separate from the district.

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Ms. Parent recommended establishing a baseline so the BOD can determine a superintendent's growth.

Interim Superintendent Gill questioned how the evaluation process might differ in different sized districts.

Ms. Parent responded that there are differences. It is typically a more formal process in a bigger district yet receiving additional input, and targeted feedback, is more challenging.

Ms. Parent concluded her presentation by stating that when COSA receives updates on standards they will report them back to School District 4J.

VII. ADJORN

Chair Jonak adjourned the work session at 9:00 p.m.

DRAFT

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

Date: October 9, 2024

The Board of Directors (BOD) of School District No. 4J, Lane County, Oregon, held a regular meeting at 6:00 p.m. in-person at the Education Center, 200 North Monroe Street in Eugene, Oregon, via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on October 4 2024.

ROLL CALL

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

BOARD MEMBERS ABSENT:
None

STAFF:
Colt Gill, Interim Superintendent
Carmen Xiomara Urbina, Chief of Staff
Matt Brown, Director of Finance
Jill Cuadros, Director of Nutrition Services
Juan Carlos Cuadros, Assistant Superintendent of Equity, Inclusion, and Belonging
Larry Williams, Assistant Superintendent of Instruction and Access
Debbie McKim, Executive Assistant to the Interim Superintendent and Board

STUDENT REPRESENTATIVES:
Autumn Thessen, ECCO

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

OTHER GUESTS:
Michael Bradley, Business Liaison, City of Eugene
Amanda D'Souza, Development Programs Manager, City of Eugene
Allison Camp, Economic Development Manager, City of Springfield (online)

DRAFT

MEDIA:
KRVM
Register Guard

I. CALL TO ORDER, ROLL CALL, FLAG SALUTE, LAND ACKNOWLEGEMENT

Chair Jenny Jonak called the regular meeting to order at 6:01 p.m. She said the names of the board members who were present. Interim Superintendent Colt Gill led the flag salute, and Chair Jonak read the land acknowledgement statement.

II. AGENDA APPROVAL

The agenda was approved as amended.

III. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Interim Superintendent Gill and Ms. Thessen introduced the new ECCO student representative, Autumn Thessen.

Interim Superintendent Gill shared a personal story about witnessing an individual working in the transportation department who exemplified Eugene School District 4J's values of being student-centered, focused on the greater good, moving toward hope and resolution, acting as a weathermaker, and holding high expectations.

IV. ITEMS RAISED BY THE AUDIENCE

Two students and members of the HOOTS Youth Action Council (YAC) expressed their concern about HOOTS hours being cut. They said the district's decision has affected students without student input. They described HOOTS as a lifeline—a safe space where students can seek help without fear of judgement and repercussions. In addition to mental health support, HOOTS offers practical resources, such as first aid care, snacks, and connections to other supports. They explained that HOOTS is a resource students have come to depend on to manage the stresses of school and life and urged the district to continue funding HOOTS.

Molly Nord, retired Chavez Elementary School educator, spoke about student dysregulation in the classroom. She described classrooms not being resourced with supports for escalations. She emphasized the impact that it has on student learning. She urged proactive programs to help dysregulated students and said that educators are facing the inability to teach due to the issue.

Eden Van Bloem, registered nurse at 4J, raised concern about the district having less than one dozen registered nurses to support 16,000 students. She said on average the district has one Registered Nurse (RN) for every 1,300 students. Their nursing team is stretched so thin that they have lost sight of things like health promotion, disease prevention, and mental health support. They are expected to train unlicensed staff in their absence,

placing a burden on school secretaries and Educational Assistants (EAs). She added that district health rooms are consistently unstaffed.

Cora Ludwig and Deeya Patel, South Eugene High School Student Government representatives, highlighted the following upcoming events: Pep assembly on Tuesday, October 15, Homecoming football game on Friday, October 18, Homecoming dance on Saturday, October 19, and mock elections on Friday, October 25. They requested that the Board of Directors (BOD) consider a policy change allowing food trucks on campus for two to three events per year.

Kimberly Roellig, registered nurse at 4J, asked for support improving conditions for district nurses. She described issues such as low starting salaries, burn out, lack of support, and problems with recruitment and retention. She said that Sheldon High School was without an assigned nurse for 24-months. She encouraged hiring permanent nurses, offering pay differentials, and sign-on and retention bonuses. She discouraged the use of contract Licensed Practical Nurses (LPNs).

Valerie Blood, 4J parent, spoke to continued issues relating to Special Education (SPED). She described unstaffed classrooms and unmet needs. She said her son is not receiving adequate basic care, learning, art, library access, or one-on-one speech therapy. She said that children in life skills should have the same opportunities as other children. Ms. Blood cited staffing as the issue. She said the district is setting teachers and staff up to fail. She urged the BOD to create a policy establishing staffing guidelines for SPED classrooms.

Richard Flores, Life Skills Educational Assistant (EA) at Camas Ridge Elementary School, stated that Senate Bill 756 will secure access for at least one EA in a meeting regarding a student's specialized plan. Until this, SB 756 accounted for one EA to be invited to said meetings. He said there was supposed to be a fair rotation of EAs that would be selected to attend, yet he has yet to be invited to a meeting. He cited assaults and other dangerous situations happening at more frequent rates and said that staffing levels are not appropriate. Mr. Flores described a recent scenario during which he was required to perform the Heimlich maneuver. After the incident, he suggested that the student would benefit from a one-on-one feeding protocol. The suggestion was not implemented, and the student had yet another choking incident. He cited noncompliance and urged increasing staffing immediately.

Dani Schlageter, Significant Needs Educational Assistant (EA) and 4J parent, detailed the challenges her significant needs child is experiencing within the district, including being physically assaulted in the school environment and having no access to a school nurse. She has witnessed at least one other student who is unable to attend school altogether because the district cannot meet his medical needs due to inadequate nursing staffing. Ms. Schlageter cited EA's being consistently assigned duties that would otherwise be performed by a Licensed Nurse (RN).

Patrick Lucas, 4J parent of a student at South Eugene High School, expressed concern about the lack of care being provided for his daughter, who experiences a chronic health condition. He said she needs a place to go when she is feeling dizzy, nauseous, and in pain. Despite having a 504 plan, the school has not been able to consistently provide that for her. He cited staffing issues and lack of training. He has spoken with two school nurses, one EA, and an educator who all cite tremendous challenges, including lacking clear 4J-sanctioned policies. He said the staff at lower levels are being tasked with making critical decisions, which imposes a personal risk. He said the risk should fall on the system. Mr. Lucas urged clear policies, procedures, and guidelines.

Cielle Lucas, 4J nurse and parent, highlighted concerns about the state of nursing in the district. She emphasized that the nursing department first came before the BOD in 2019 to address their concerns, and the situation has only worsened. She said the district policies are lacking. They cannot "protect and enhance student health" under the current model as it does not align with good health practices in school nursing. Ms. Lucas urged the BOD to engage in ongoing learning about the nursing issues and solutions that have been brought forward; and in collaboration with nurses, reevaluate and update the document of guiding beliefs and values and reevaluate the district's health services policies.

V. COMMENTS BY EMPLOYEE GROUPS

Eugene Education Association (EEA) President Sabrina Gordon spoke on behalf of licensed staff, including school nurses. She echoed public comments stating that recruitment and retention of school nurses is an urgent matter, directly connected to the health and safety of students. She said the district has been plagued by vacant nursing positions year after year. School nurses have been working under extreme pressure barely able to meet critical and safety needs for some of the district's most vulnerable students. She said the use of contract agency nurses is an expensive and ineffective practice. EEA has assisted over the past several years with repeated requests from school nurses who have tried to collaborate with administration but ultimately have been sidelined in decision-making processes. Ms. Gordon offered the following solutions: more competitive salaries, improved advertising of hiring opportunities, assisting in creating reasonable assignments and coverage for vacancies and absences, development and clear communication of nursing practices and policies, upholding contractual and legal rights such as preparation time and duty-free lunch breaks, and mentorship support for new hires. Ms. Gordon said the failure to address the issues is a failure to protect students. If left unmet, 4J is jeopardizing the health and wellbeing of students. She urged 4J to treat the recruitment and retention of school nurses as a top priority.

Oregon School Employees Association **(**OSEA) President Lisa Jenkins-Easton spoke to the approval of the Memorandum of Agreement (MOA) between Eugene School District 4J and OSEA Eugene Chapter 1. She said that while negotiating SB 756 has been heart

wrenching and often confusing she proud that the team's tenacity and perseverance to stand up for the rights of the classified support staff prevailed. It is her hope that the agreement will be fully realized for what it is. She said the accomplishment will be more impactful than the legislation on its own. The agreement means they have fundamentally changed the way students with specialized plans are supported and provides equity for staff to be part of the team. Given her experience, Ms. Jenkins-Easton feels connected to the labor community and views the labor agreements established to address working conditions in education as a singular baseline way to improve outcomes for students and retain staff. She added that the risk from vacancy savings should be eliminated from the budget vernacular and replaced with the vacancy reinvestments for the district's most vulnerable students; agreements like SB 756 change the culture of who and what gets prioritized.

VI. CONSENT GROUP - ITEMS FOR ACTION

1. APPROVE THE REGULAR BOARD MEETING MINUTES FOR 9/4/2024

2. APPROVE MEMORANDUM OF AGREEMENT BETWEEN EUGENE SCHOOL DISTRICT 4J AND OREGON SCHOOL EMPLOYEES ASSOCIATION (OSEA)

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

VII. ITEMS FOR INFORMATION

1. AD HOC SUPERINTENDENT SEARCH BOARD SUBCOMMITTEE REPORT

Ms. Newman reported on Ad Hoc Superintendent Search Board Subcommittee activities. She announced that they have narrowed the search down to three finalists. The interviews will occur in a public meeting on October 16 at 4:30 p.m. She revealed the interview questions, as follows:

- How do you define community engagement? Who do you consider important communities to engage? What are some successful strategies you've used to get community and district input? What pitfalls have you encountered? How do you share the information gathered with the school board? Provide examples.
- Tell us how about how your diversity, equity, and inclusion efforts impacted and improved a search you led in the last three years.

- Share an example of a time when you supported a board who had some disagreement about what they were looking for in a superintendent, and how was that resolved?
- Share one or two examples of how you recruited diverse and highly qualified candidates for positions.
- Is there anything we have not yet covered that you would like to share with us.

Ms. Newman invited feedback from the BOD as it relates to the interview questions.

Chair Jonak responded with a suggestion to include the question, "What do you look for in a long-term candidate for the district?"

Ms. Newman detailed aspects of the proposed selection process. She noted that the board must deliberate and vote in a public meeting. She explained that after the interviews take place, there will be a fifteen-minute break, before the BOD reconvenes in a public meeting to discuss each applicant's strengths with the goal of ultimately reaching a unanimous consensus. Lastly, a formal motion will be made to confirm the top choice.

Ms. Munro clarified that while it would be ideal to reach a consensus on first choice, it is not a requirement.

1. **DIVISION 22 STANDARDS FOR PUBLIC ELEMENTARY AND SECONDARY SCHOOLS 2023-24 ASSURANCES**

Assistant Superintendent of Instruction and Access Larry Williams, Chief of Staff Carmen Xiomara Urbina, and Interim Superintendent Gill reported information about Division 22 standards for public elementary and secondary schools via PowerPoint presentation.

Ms. Urbina explained that Division 22 represents a set of standards established by the Oregon Department of Education (ODE) to ensure that school districts are providing quality education and maintaining compliance with the law. The standards cover everything from curriculum, instruction materials, and graduation requirements to health and safety regulations.

She explained that 4J oversees numerous programs that fall under the scope of Division 22. The district is currently in compliance with 57 out of the 62 standards. The following are five areas where the district is still in the process of achieving full compliance:

1. Menstrual dignity for students (full compliance by Fall 2025)
2. Equity Committee (full compliance by Fall 2024)

3. Instructional materials adoption and postponement (full compliance by Fall 2025)
4. Assessment of essential skills (full compliance by 2024-25)
5. Corrective action plan (full compliance by 2024-25)

Mr. Williams spoke about the new revised rules and requirements for the 2024-25 school year. He said the district must have a K12 instructional program for social emotional learning, adding that each level is currently using a social emotional learning curriculum: elementary is using Conscious Discipline, middle school is using Wayfinder, and high school is using Character Strong. The district is working on full compliance regarding personal finance, higher education, and career path skills content standards.

Ms. Newman asked for more information on the local performance assessment.

Interim Superintendent Gill responded that local performance assessments are what existed prior; local work samples supported with common statewide rubrics. They are supposed to continue to do those because that's our measurement of students and their progress with essential skills.

Ms. Newman asked if the Second Steps curriculum is still being used.

Mr. Williams responded that Second Steps is being used at the elementary level.

Vice Chair Di Liberto asked about the status of Conscious Discipline.

Mr. Williams responded that while the Conscious Discipline curriculum suits some educators better than others, the goal is to ensure that all educators have access to it.

VIII. ITEMS FOR ACTION

1. APPROVE REVISIONS TO POLICY BBAA – INDIVIDUAL BOARD MEMBER'S AUTHORITY AND RESPONSIBILITIES

Interim Superintendent Gill updated the BOD on revisions to policy BBAA – Board Member's authority and responsibilities. He referenced language clarifications outlined in the meeting packet—specifically providing clarity to individual authority regarding requests for legal advice.

The BOD further deliberated policy BBAA language and reached consensus to bring the item back at a future meeting.

2. COMMUNITY ENGAGEMENT COMMITTEE UPDATE

Ms. Thessen provided an update on the Community Engagement Committee. The committee discussed the process for community chats and identified a preference for one of three options. Their recommendation—Option 1—allows board members to engage directly with their communities. She described it as board-led and individual member organized—allowing each board member to facilitate their own community chats. The

conversations themselves will center on wellness and belonging, framed around the essential question: "What are your dreams for your children in Eugene School District 4J?"

The BOD deliberated the pros and cons of Option 1.

Ms. Thessen noted that as long as the community chats strictly informational, they will not be subject to public meeting laws. The community chats are scheduled to occur the weeks of October 21, November 11, and February 10. Student chats are scheduled to occur in March, date/time TBD.

The district is preparing a toolkit to guide board members in the community chat process.

Ms. Newman requested that the toolkit include tips for notetaking.

> **MOTION:** Ms. Munro moved to approve the recommendation of Option 1 for the process of community chats. Seconded by Mr. Hamilton. **The motion passed unanimously, 7:0:0; Chair Jonak, Vice Chair Di Liberto, Ms. Thessen, Ms. Newman, Ms. Rabasa, Ms. Munro, and Mr. Hamilton all voting in favor.**

3. **SELECTION OF SUPERINTENDENT SEARCH FIRM FINALISTS**
   Ms. Newman provided an update on the selection of superintendent search firm finalists. She reported that the committee reviewed seven applicants and they recommend the following three firms for the finalist interviews: McPhearson and Jacobson, Ray and Associates, and Human Capital Enterprises.

   > **MOTION:** Ms. Newman moved to select the three firms listed for final interviews on October 16, 2024. Vice Chair Di Liberto seconded. **The motion passed unanimously, 7:0:0; Chair Jonak, Vice Chair Di Liberto, Ms. Thessen, Ms. Newman, Ms. Rabasa, Ms. Munro, and Mr. Hamilton all voting in favor.**

4. **RESOLUTION REAFFIRMING COMMITMENT TO SAFE, INCLUSIVE, AND SUPPORTIVE SCHOOL ENVIRONMENT FOR EACH STUDENT, WELCOMING STUDENTS OF ALL NATIONAL ORIGINS, WITHOUT IMMIGRATION OR DOUMENTATION STATUS BARRIERS**
   Chair Rabasa and Ms. Urbina provided information via PowerPoint presentation.

   Chair Rabasa explained that the district is revisiting a resolution passed in 2017 committing to a safe, inclusive, and supportive school environment for each student. She said their intention is to reaffirm that commitment and she cited the growth and expansion of district values, as well as an updated 2024 resolution.

Ms. Urbina provided an overview of the updated 2024 resolution:

- Reaffirms the district's commitment to a safe, inclusive, and supportive environment
- Expands focus to address systemic discrimination based on language, accent, skin color, and other visible/invisible traits
- Emphasizes dismantling systemic racism, ableism, xenophobia, and other injustices affecting student well-being and success

Ms. Urbina highlighted the key differences in the 2017 resolution and the 2024 resolution.

Language and focus of 2017 resolution:

- Focused on protecting students from the impact of immigration enforcement, especially ICE actions
- Emphasized cultural responsiveness and safeguarding student records from ICE requests

Language and focus of 2024 resolution:

- Expands protections beyond immigration status to address systemic barriers related to race, language, and socioeconomic status
- Focuses on dismantling barriers across multiple dimensions and promoting inclusivity and respect for all identities

Commitment to Action (2017)

- Emphasized privacy protections related to immigration status

Commitment to Action (2024)

- Reiterates legal protections but expands to include comprehensive training for staff
- Introduces stronger partnerships with local and national organizations for family support, fostering a collaborative system

Responding to the National Climate (2017)

- Focused on the impact of immigration enforcement and national political anxiety

Responding to the National Climate (2024)

- Expands beyond immigration issues to address systemic challenges like racism, ableism, sexism, and xenophobia

DRAFT

- Reinforces the district's commitment to fostering inclusion and equity for all students, regardless of identity.

Building Trust and Transparency (2017)

- Established transparency around legal requests from ICE and protected student records

Building Trust and Transparency (2024)

- Builds on these protections by committing to clear, accessible communication in multiple languages to build trust with families
- Ensures no family is left out due to language barriers, fostering a welcoming environment for all

Final Resolution (2017)

- Concluded by acknowledging the Board's responsibility to respond to national immigration issues

Final Resolution (2024)

- Retains this responsibility but expands to focus on dismantling all forms of discrimination and bias
- Commits to creating a truly inclusive and welcoming environment for every student, family, and staff member

In closing, Ms. Rabasa stated that the updated 2024 resolution demonstrates a powerful statement about standing alongside 4J students and families by reaffirming that equity, inclusion, and safety are values the district lives by.

MOTION: Ms. Rabasa moved to pass the 2024 version of the resolution as presented in the board packet. Ms. Thessen seconded. **The motion passed unanimously, 7:0:0; Chair Jonak, Vice Chair Di Liberto, Ms. Thessen, Ms. Newman, Ms. Rabasa, Ms. Munro, and Mr. Hamilton all voting in favor.**

MOTION: Ms. Rabasa moved to direct the interim superintendent to implement the steps associated with the 2024 resolution within the next 90 days. Ms. Thessen seconded. **The motion passed unanimously, 7:0:0; Chair Jonak, Vice Chair Di Liberto, Ms. Thessen, Ms. Newman, Ms. Rabasa, Ms. Munro, and Mr. Hamilton all voting in favor.**

IX. ITEMS FOR ACTION AT A FUTURE MEETING

1. ENTERPRISE ZONE SCHOOL SUPPORT FEE

Michael Bradley, Business Liaison at City of Eugene, provided information about the enterprise zone school support fee for fiscal year 2024 via PowerPoint presentation.

Mr. Bradley explained that an enterprise zone is a state-enabled tax abatement program. In 2023, the Oregon legislature passed HB 2009, requiring cities managing enterprise zones to collaborate with school districts within the zone to establish a school support fee rate. The 4J boundary overlaps with the City of Eugene's west enterprise zone and Springfield's community enterprise zone (see attachment B in the meeting packet). Mr. Bradley noted that his intention during the current meeting is to provide information only; board action will be requested at a later date.

A school support fee will be considered local revenue for the school district. It will not increase the school's overall budget. The fee only applies to five-year extended authorizations. HB 2009 stipulates that the fee must be set to a whole percentage between 15 and 30%, or in the middle at 22.5%. Over the past 10 years Eugene has had three five-year authorizations, and Springfield has authorized four extended authorizations. He noted that each authorization is unique, the investment amounts that companies invest vary greatly and tax abatement totals also vary greatly. He provided one example, pulled from previous data, of what a school support fee might generate (at 22.5% it would likely generate $105,000 by year five).

Mr. Bradley opened the floor to questions from the BOD.

Ms. Munro asked what percentages they have observed being selected.

Mr. Bradley said anecdotally they are observing other communities selecting 22.5%, but he can follow-up with more information.

Interim Superintendent Gill added that due to the inherent relationship with 4J, Bethel, and Springfield as it relates to enterprise zones, he is recommending a proposal authorizing the interim superintendent to connect with the respective school districts prior to negotiation.

2. LEGISLATIVE COMMITTEE: FINALIZE INPUT ON 4J BOARD LEGISLATIVE PRIORITIES

Ms. Newman thanked the BOD for sending their suggested priorities. She invited members to address any further changes to the document.

Interim Superintendent Gill highlighted the current service level model section. He noted that the language does not reflect the district's wishes to increase funding to ensure funding at an adequate level.

Chair Jonak requested adding "school nursing services" to the "increased funding and support for school-based health centers" section.

Ms. Rabasa suggested, regarding health and safety, being thoughtful about requesting statewide requirements.

Vice Chair Di Liberto suggested adding the language "sufficiently resourced" to that section.

Ms. Newman summarized that she is going to make the suggested edits and send them to the legislative subcommittee before finalizing.

3. LANE EDUCATION SERVICE DISTRICT (ESD) SCHOOL TRANSIT DOLLAR REQUEST FOR 2024/25

Finance Director Matt Brown presented information about the Lane Education Service District (ESD) school transit dollar request for 2024/25.

Mr. Brown explained that they are recommending the same option for the annual request.

Interim Superintendent Gill asked Mr. Brown to elaborate on the impact in terms of revenue for the school district.

Mr. Brown responded that it is just over $2 million dollars of revenue received from ESD in relation to the services that the district is not receiving.

X. COMMENTS AND COMMITTEE REPORTS BY INDIVIDUAL BOARD MEMBERS

Ms. Thessen mentioned that the Oregon School Activities Association (OSAA) has guidance about safety, tolerance, acceptance, and respect at school sporting events. She brought attention to school attendance by stating that it is important to consider student experience in relation to their attendance record. She suggested reaching out in order to better understand students' absenteeism.

Vice Chair Di Liberto reported visiting district schools and shadowing a school nurse. He attended a virtual meeting with Oregon School-Based Health Alliance for a discussion about improving healthcare delivery within school districts.

Chair Jonak brought attention to a new invitation form, designed for inviting board members to visit district schools, departments, or transportation routes. She said that board members are grateful for opportunities to learn more about district work, appreciate the challenges, and celebrate the successes. She mentioned neurodiversity support nights, occurring the third Thursday of each month from 6:00 – 8:00 p.m. at ECCO.

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

Vice Chair Di Liberto requested to reserve a time for Empower Ed (CTE class) to conduct a ten-minute presentation to the board. He suggested December 4, 2024, or February 5, 2025.

Ms. Newman requested information about the Advancement Via Individual Determination (AVID) program.

Chair Jonak requested a Friday memorandum on the SPED Advisory Council.

Chair Jonak requested a Friday memorandum on district nursing issues such as vacancies in staffing, outsourcing, and practice guidelines.

Chair Jonak suggested making the literacy resources referenced in the presentation about Division 22 available to K-5 charter schools.

XII. ADJORN

Chair Jonak adjourned the regular meeting at 9:11 p.m.

DRAFT

Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295
Phone: [541] 790-7660
Fax: [541] 790-7665

ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting
November 6, 2024

Title
Approve Personnel Actions

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

Recommended Action
The superintendent recommends that the board of directors:

1. ***Approve the employment of the licensed administrators or executives listed below for the 2024-25 school year:***

Employee ID	FTE
171903	1
172015	1

2. ***Approve the employment of the licensed employees listed below for the 2024-25 school year:***

Employee ID	FTE
127312	1
167334	1
171092	1

171742	1
171973	0.5
	0.5
171975	1

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

None

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

Employee ID	Reason	Effective Date
163109	Resignation	9/27/2024
131474	Retirement	9/1/2024
129853	Retirement	9/1/2024
171620	Resignation	10/18/2024
161375	Retirement	9/1/2024
170242	Retirement	9/1/2024
129965	Resignation	9/17/2024

School District 4J
Eugene Public Schools
200 North Monroe Street
Eugene, OR 97402-4295

ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting
November 06, 2024

Title
Approve Private Alternative Education Options Contracts

Presenter
Katherine Lange, Executive Director of Youth & Family Services

Background
Annually, the board is required to review and approve private alternative education providers. Oregon Department of Education (ODE) Oregon Law defines Alternative Education as a school or separate class group designed to best serve students' educational needs and interests and assist students in achieving the academic standards of the school district and the state (ORS 336.615). All private alternative education schools and programs must be registered with the Oregon Department of Education (ODE) before a school district may contract with or distribute public funds to the program. Students are placed in programs that best meet their educational needs. These contracts are exempt from competitive procurement because the district contracts with all ODE authorized providers in our region.

*Recommended for private alternative education services are contracts with Programs through Looking Glass Community Services, including Center Point School, New Roads School, and Riverfront School and Career Center.

In approving alternative education programs, the board is required to evaluate each program before awarding a contract. Lane County school districts have agreed to share evaluations of alternative education programs to reduce redundancy and increase efficiency. Each program recommended was evaluated and approved in 2019-20, however, evaluations for 2020-21 were waived by ODE due to the COVID-19 pandemic. Due to logistical issues such as distance learning, hybrid instruction, visitor restrictions and other COVID-19 mitigations strategies, only two evaluations were completed in 2020-21. Although not formally evaluated, the district’s experience of services provided prior to this year have been compliant with expectations and requirements.

Options and Alternatives
The District has an established assessment and referral process to place students appropriately into alternative education programs when space is available. Should the board not approve these awards, options for these students would be severely restricted. It is considered to be cost prohibitive for the District to create specialized programs for such small groups of students.

***Budget/Resource Implications:**
Center Point School: Payment is the cost of $374.80 per pupil.

***Looking Glass Community Riverfront School and Career Center:** Payment is the actual per pupil cost of the provider's program or an amount equal to 80% of the District's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, under ORS 336.635. Eighty percent of the net operating expenditure for 2024-2025 is estimated to be $12,085 per ADM (80% of $15,107, the District's estimated net operating expenditure).

For special education students approved for weighted ADM (ADMw), providers are paid at the district's estimated current year average per pupil net operating expenditure. One hundred twenty percent of the net operating expenditure for 2024-2025 is estimated to be $18,128 (120% of $15,107, the District's estimated net operating expenditure).

***Looking Glass New Roads:** Payment is the cost of $90.00 per pupil, per hour.

***Looking Glass Community Services:** Payment is the total sum of $44,117 for the term of the agreement.

Recommendation
The superintendent recommends awarding contracts for private alternative education services to the following programs: Wellsprings Friends School and three programs through Looking Glass Community Services, including Center Point School, New Roads School, and Riverfront School and Career Center.

*Updated for Fiscal Year 2025

EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT #25-393

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

This Goods and Services Contract ("Contract") is entered into between Eugene School District 4J ("District 4J") and Looking Glass Community Services ("Provider"), referred to collectively in this Contract as "the Parties." District 4J and Provider agree as follows:

1. TERM

This Contract shall become effective upon signature of authorized personnel and a member of the District 4J Purchasing Department, and shall remain in effect until June 30, 2025 unless terminated by District 4J or Provider under the terms of this Contract. No party shall perform work under this Contract before the effective date.

2. SCOPE OF WORK

This Contract covers the Scope of Work as described in the ensuing Schedules, attached and hereby incorporated by reference as Attachment B. All private alternative education schools and programs must be registered with the Oregon Department of Education. Provider's schools and programs that have been approved for SY2024-25 are the following: Center Point School, Riverfront School and Career Center, River Road Regional Crisis Center, New Roads, and Looking Glass Academy (formerly Stepping Stone, and Pathways Girls/Boys and Parole Revocation Diversion). District 4J's Representative for this Contract is:

Seth Pfaefflin, Director Student Services Department
541-790-7550
pfaefflin_s@4j.lane.edu

3. COMPENSATION

3.1 PAYMENT. Each school year, the District 4J's Budget office will calculate the tuition rate for contracts associated with alternative education. The tuition rate is calculated in accordance with ORS 336.635 and OAR 581-02-0041 and is based on the District's adopted budget. Tuition rate for each approved program will be set forth in a Schedule ("Schedule"). Each Schedule shall be sequentially numbered attached hereto.

- District 4J will pay private alternative education providers on a monthly basis the actual per pupil cost of the provider's program on an amount equal to 80% of District 4J's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with OAR 336.635.
- For special education students approved for weighted ADM (ADMw), District 4J will pay providers on a monthly basis for the actual per pupil cost of the provider's program or amount equal to 120% of District 4J's estimated current year average per pupil net operating expenditure.
- For programs funded by State and Federal funds, District 4J will pay private alternative education providers on a specified schedule.
    - District 4J will compensate providers based on Oregon Department of Education funds and Federal IDEA and Title I funds.
    - In the event the full amount of State and Federal funds are not available to District 4J, District 4J reserves the right to adjust funding levels to private alternative education providers based on the actual amount of funds received by District 4J.
- District 4J will not compensate private alternative education providers for students who are enrolled full time in another school or alternative education program.

3.2 TRAVEL EXPENSE REIMBURSEMENT. Authorized: ☐ Yes ☒ No

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

4. CONTRACT DOCUMENTS

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

4.2 THE ATTACHMENTS. With this document, the following Attachments are incorporated into the Contract:

☒ Attachment A	Contract Provisions
☒ Attachment B	Scope of Work, Schedule 1, Attachment A to Schedule 1
☒ Attachment C	Insurance Requirements
☒ Attachment D	Fingerprint and Background Check Requirements
☐ Attachment E	Federal Terms and Conditions
☐ Attachment F	Provider W-9

EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT #25-393

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

5. SIGNATURES

PROVIDER'S CERTIFICATIONS:

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

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

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

DISTRICT 4J

_____
Name

Superintendent_____
Title

_____
Date

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

PROVIDER

signature on following page
Name

_____
Title

_____
Date

1790 W 11th Ave STE 200
Address

Eugene, OR 97402
City, State, Zip

DISTRICT 4J PURCHASING DEPARTMENT

Dustin Hayden
Name

_____
Date

EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT #25-393

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

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- Provider has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract.

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

DISTRICT 4J

_____
Name

Superintendent
Title

_____
Date

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

PROVIDER

_____
Name

Chief Executive Officer
Title

10/8-24
Date

1790 W 11th Ave STE 200
Address

Eugene, OR 97402
City, State, Zip

DISTRICT 4J PURCHASING DEPARTMENT

_____
Name

_____
Date

ATTACHMENT A
CONTRACT PROVISIONS

1. Provider's Personnel.

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

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

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

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

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

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

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

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

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

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

2. Independent Provider; Responsibility for Taxes and Withholding

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

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

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

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

3. Subcontracts, Successors, and Assignments

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

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

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

4. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

4.2 Provider's Performance Warranties.

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

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

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

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

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

5. Ownership of Work Product.

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

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

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

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

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

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

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

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

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

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

6. Confidential Information.

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

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

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

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

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

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

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

7. Indemnity by Provider.

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

7.2 Legal Counsel. If Provider is required to defend District or their officers, employees or agents under Section 7.1, then Provider shall select legal counsel reasonably acceptable to District to act in the name of, or represent the interests of the District or their officers, employees and agents. Further, District may assume its own defense, including that of its officers, employees and agents, at any time when in the District's sole discretion it determines

that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the District or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the District are served thereby. Provider's obligation to pay for all costs and expenses includes those incurred by the District in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

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

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

8. Limitation of Liabilities.

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

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

9. Insurance. Provider shall maintain insurance as set forth in Attachment D.

10. Default; Remedies; Termination.

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

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

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

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

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

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

10.2.1 Termination of this Agreement under Section 10.6.2; or

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

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

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

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

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

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

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

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

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

10.6 Termination.

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

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

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

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

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

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

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

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

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

11. Compliance with Law.

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

11.2 Compliance with Oregon Tax Laws.

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

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

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

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

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

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

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

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

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

12. Governing Law; Venue and Jurisdiction.

12.1 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

13.13.1 Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Provider is not subject to backup withholding because (i) Provider is exempt from backup withholding, (ii) Provider has not been notified by the IRS that Provider is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Provider that Provider is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Provider, s/he has authority and knowledge regarding Provider's payment of taxes, and to the best of her/his knowledge, that Provider is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, Provider faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Provider, to Provider's property, operations, receipts, or income, or to Provider's performance of or compensation for any work performed

by Provider; (iii) any tax provisions imposed by a political subdivision of this state that applied to Provider, or to goods, services, or property, whether tangible or intangible, provided by Provider; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Provider is an independent Provider as defined in ORS 670.600; and (d) the supplied Provider tax identification numbers are true and accurate;

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

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

13.13.4 Certifies that the information provided on the attached Attachment A, Taxpayer Information, is true and correct as of the Effective Date; and

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

14. Compensation.

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

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

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

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

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

adequate funding under the District's budget adopted annually. District reserves the right to adjust the level of services provided for in this Agreement in accordance with funding levels adopted by the Board.

ATTACHMENT B
SCOPE OF WORK

Provider will provide private alternative education services for middle and high school students who reside in Eugene School District 4J. The private alternative education programs will provide services that enhance the ability of District 4J to provide an appropriate learning environment for all students. The private alternative education programs serve students who are in one or more of the following subgroups:

- Students who are not currently benefiting from attendance in the public school system and whose academic interests and needs are best services through participation in an alternative education program.
- Students who have dropped out or at risk of dropping out.
- Students whose attendance is so erratic that they are not benefitting from school.
- Students who have not met or who have exceed benchmark academic standards.
- Students who are expelled or are being considered for expulsion.
- Students who parent or legal guardian applies for a student's exemption from compulsory school attendance on a semiannual basis consistent with OAR 581-021-075 ("Exemption from Compulsory Attendance").
- Students who are individually approved for placement consistent with District 4J's Board policies regarding placement.
- Students eligible for special education or a Section 504 plan.
- Students who are eligible for special education under IDEA can be served by a private alternative education program if:
    - The private alternative education program is registered with the Oregon Department of Education as an approved special education provider.
    - The private alternative education program employs a staff person who is certified in special education.
    - The private alternative education program designates a special education liaison to District 4J.
- Students who are eligible for a Section 504 plan can be served by a private alternative education program if:
    - The private alternative education program designates a 504 liaison to District 4J.
    - The private alternative education program staff has participated in a 504 compliance training.

The private alternative education programs must meet all District 4J and State standards. The private alternative program requirements are the following:

- Private alternative education programs are registered with the Oregon Department of Education under the provisions of OAR 581-021-0072.
- Private alternative education programs are registered with the Oregon Department of Education to provide special education services. If a student is eligible for special education under ORS 343.221 to 343.236 and 343.261 to 343.295, the program must be approved by the Department of Education prior to the placement of the student in the program.
- Private alternative education programs shall comply with ORS 336.615 through 336.665.
- Private alternative education programs shall comply with all Federal IDEA and 504 requirements.

- Private alternative education programs shall comply with all rules and statutes applicable to school districts and public schools:
    - Federal Law;
    - ORS 181A.195, 326.603, 326.607, and 342.223 (criminal records check);
    - ORS 329.496 (physical education);
    - ORS 337.150, 339.141, 339.147, and 339.155 (tuition and fees);
    - ORS 659.850, 659.855, and 659.860 (discrimination);
    - ORS 339.122 (advertisement requirements);
    - Health and safety statutes and rules;
    - Any statute, rule, or school district policy that is specified in a contract between the school district board and the private alternative education program.
    - Noncompliance with rules statutes may result in termination of contract.
- Private alternative education programs shall comply with required instruction in educational standards:
    - Private alternative education programs shall ensure that students receive instruction in the educational standards adopted by the State Board of Education for the grade level the program serves;
    - Students enrolled in a private alternative education program shall take the statewide assessment developed by the Department of Education under ORS 329.485;
    - Private alternative education programs shall be accountable for determining the progress of its students toward achieving academic content standard as defined in ORS 329.007;
    - Private alternative education programs shall report, at least annually, each student's academic progress, including the results of the state assessment to students, parents, and the school district.
- Private alternative education programs will be implemented in compliance with all IDEA and 504 requirements.
- Private alternative education program staff will collaborate with District 4J staff to develop IEP and 504 plans. At least one certified classroom teacher serving the student will participate as a member of the IEP or 504 team.
- Ensure all education program staff providing services under this agreement, as mandatory reporters of child abuse, receive training, is aware of their legal responsibilities for reporting, and report suspected abuse to the treatment facility supervisor who will report to the District 4J Administrator.
- Collaboration and compliance by the private alternative education programs include, but is not limited, to the following:
    - Design and implement an education plan and education profile with each student that meets the requirements of OAR 581-022-1120(3)(a) and (b) and 581-022-1130(3).
    - Each student's education plan includes criteria for determining if, when, where, and how the student may transition from the alternative program.
    - A transportation plan is in place ensuring that the program is accessible to each student approved for placement in the program.
    - Abide by the IEP team's decision on program (direct and related services) and placement level.
    - Make every reasonable effort to work closely with District 4J staff to assist in the effective delivery of the services, including implementing all accommodations, and/or modifications specified on the student's IEP.
    - Not change the student's IEP, placement, or eligibility without actin from the IEP or 504 team.
    - Ensure that the educational program is developed and implemented in conjunction and

cooperation with any treatment program.

- Require and ensure all educational program staff providing services attends any required professional training or meetings deemed appropriate by District 4J.
    - Comply with all District 4J policies regarding discipline or students including, but limited, to the following:
    - Maintain discipline data via District 4J's Student Information System.
    - Notify District 4J's special education representative of all in-school or out-of-school suspensions.
    - Cooperate with District 4J staff in conduction manifestation determination meetings prior to the tenth day of removal of a student.
    - Will not terminate a student's participation in the program or 'expel' a student without contacting District 4J and, in the case of a student with an IEP or 504, requesting a manifestation determination.
- Notify all alternative program staff that a student's IEP/504 provided (in paper copy or electronically) must maintain confidential in accordance with the following parameters:
    - IEPs are not disclosed to any other person(s) except in accordance with the Individuals with Disabilities Education Act (IDEA) and the Family Educational Rights and Privacy Act (FERPA).
    - IEPS/504s must be kept in a secure location, including copies in possession of teachers and providers.
    - All persons who receive copies of IEPs/504s or have access to IEPs/504s must be instructed regarding their legal obligation to maintain the confidentiality of student records.
    - Teachers/staff shall not disclose personally identifiable information from an IEP/504 without consent of the student's parent or legal guardian.
- If a private alternative education program staff member suspects a student may be eligible for special education and related services under IDEA of Section 504 (Child Find), community based alternative program shall notify District 4J and comply with District 4J practices and policies for conducting a pre/referral meeting to determine in the student will be evaluated for a suspected disability.
- If a parent/guardian report that they believe their student may be eligible for special education and related services under IDEA or Section 504 (Child Find) or the student themselves report that they suspect they may have a disability, the community based alternative program shall notify District 4J practices and policies for conducting a pre/referral meeting to determine if the student will be evaluated for a suspected disability.
- Expulsions shall not service as a blanket basis for rejection of a student from enrollment at a private alternative education program.
- Private alternative education programs will inform and explain rejections of District 4J student referrals.

- Private alternative education programs will work with District 4J staff to establish annual measurable and specific objectives in the areas of attendance, academic achievement, retention/drop-out rate, and other measures as determined by District 4J. Using the required formats and deadlines specified by District 4J or evaluators, the private alternative education program shall complete assessments and make reports to measure student progress in each of these areas.

- Attendance: Private alternative education programs will establish an annual goal for attendance. Students failing to attend at an adequate rate as determined by District 4J may have their placement revoked. Attendance rates are tracked using the District 4J database. Providers will be responsible for accurate entry in a timely manner and to input such data into District 4J or state computer systems. The year-end attendance average for the program will be measured against the annual goal.
- Academic Achievement: Private alternative education programs are required to use a consistent measure to assess academic performance in reading and mathematics. Programs are required to use Oregon Statewide Assessment to administer the Oregon statewide assessment. Programs will administer a pre- and post-test during an established period of time in order to assess academic growth that have been achieved. Programs may use other assessment tools to show student growth in their academic performance. Academic achievement will be tracked on the first school day of each month (according to the District 4J school calendar), at mid-grading periods and at the end of each grading period using the District 4J database. Students failing to make adequate academic progress as determined by District 4J may have their placement revoked.
- Drop-out Rate: Private alternative education programs are required to maintain accurate enrollment information for District 4J to enable District 4J to identity students who have left the alternative program and have successfully transitioned to other schools or programs, and those that are unaccounted for at school year end. This data is used by District 4J and the state to determine school drop-out rates. Private alternative education programs are required to notify District 4J when a student has left the alternative program.
- Exit Data: Assist Student Services Department in gathering exit data for special education students.
- Risk Assessments: Private alternative education programs will be required to participate in a Risk Analysis with District 4J. Evaluat8ions of the programs will be done to establish risks students face. Programs will need to provide proof of insurance.
- Other Measures: Additional performance measures may be requested by the District.

- Private alternative education providers will be responsible for collecting and reporting all data required by District 4J and the state. Providers will use District 4J's student database for entering student data. District 4J will coordinate to provide necessary training and support. Providers will be required to complete required training and confidentiality statements prior to starting entry of student data. Private alternative education providers will provide the following.
- Attendance, behavior, grades, discipline incidents, graduation, dropout and other data requested by District 4J.
- Annual student improvement goals with timelines and needed action steps.
- Local and state assessment data, including but not limited to, Oregon Statewide Assessments, Child Find and Progress Monitoring for special education students.

SCHEDULE 1

Alternative Education Services Agreement Between
Eugene School District 4J
and
Looking Glass Community Services

This Schedule 1 is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and Title I-D funds for neglected, delinquent or at risk youth programs, **Looking Glass Community Services**, in accordance with and subject to the terms and conditions of the Professional Services Agreement ("Agreement"), to which this Schedule is incorporated into by reference.

Detailed Description of Services:
See Attachment B (Scope of Work). In addition to responsibilities in Attachment B, the Provider will provide programs that provide services for neglected, delinquent, or at-risk youth. Provider shall provide a minimum six-hour per day educational program as defined by Every Student Succeeds Act (ESSA), Title I-D. Provider will provide an educational program that is supervised by a teacher licensed by the State of Oregon and submit plans that include program narrative and educational services provided to students. Provider shall complete any required Federal, State or District form. Provider will submit student attendance data quarterly to the District on October 1, 2024, January 1, 2025, April 1, 2025 and July 1, 2025 identifying the at risk youth enrolled in the school for Title I-D services.

Contract Deliverables and Payment Schedule:
The District shall compensate the Provider **$44,117 in Title I-D funds** that are designated to work with neglected, delinquent, or at risk youth. The District estimates the per pupil amount for Title I-D to be **$1,633.97 for 27 students.**

The Provider shall use the funds received in a manner that is consistent with the attached proposed program budget, Attachment A to Schedule 1. The proposed budget may be modified by mutual consent of the parties.

The Provider will invoice the District quarterly based on the Title I-D allocation grant award reported to ODE by the District for educational services provided.

Attachment A to Schedule 1
Title I-D Looking Glass
Fiscal Year 2024–2025 **Budget**

TITLE I-D

River Road Regional Crisis Center. Pathways Parole/Revocation/Diversion	
Certified Wages	$26,470
Benefits	$17,647
Total Amount to Provider (Looking Glass Community Services)	**$44,117**
Indirect charges 4.94%	$2,179
Total Amount to Eugene 4J School District	$2,179
GRAND TOTAL TITLE I-D:	$46,297

ATTACHMENT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ATTACHMENT D
FINGERPRINTING AND BACKGROUND CHECK REQUIREMENTS

Eugene School District 4J has made the following determination regarding requirement of PROVIDER to undergo preliminary background checks, fingerprinting, and criminal records check:

☐ No requirement: Provider will not have unsupervised contact with students or access to District property.

☐ Preliminary background check required (if required, must complete at least every two years)

☒ Fingerprinting and criminal records check required (one-time requirement, unless moved from the State of Oregon since initial records check)

The Provider and all individuals with whom the Provider contracts, or any employee, agent or subcontractor of a Provider, **must undergo a preliminary background check with the District**. Individuals, who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. The Oregon Department of Education provides fingerprinting services for Providers pursuant to ORS 326.603 and ORS 326.607. Individuals or the Provider, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

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

https://4j.lane.edu/16766_3

EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT #25-349

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

This Goods and Services Contract ("Contract") is entered into between Eugene School District 4J ("District 4J") and Looking Glass Riverfront School and Career Center ("Provider"), referred to collectively in this Contract as "the Parties." District 4J and Provider agree as follows:

1. TERM

This Contract shall become effective upon signature of authorized personnel and a member of the District 4J Purchasing Department, and shall remain in effect until June 30, 2025 unless terminated by District 4J or Provider under the terms of this Contract. No party shall perform work under this Contract before the effective date.

2. SCOPE OF WORK

This Contract covers the Scope of Work as described in the ensuing Schedules, attached and hereby incorporated by reference as Attachment B. All private alternative education schools and programs must be registered with the Oregon Department of Education. Provider's schools and programs that have been approved for SY2024-25 are the following: Center Point School, Riverfront School and Career Center, River Road Regional Crisis Center, New Roads, and Looking Glass Academy (formerly Stepping Stone, and Pathways Girls/Boys and Parole Revocation Diversion). District 4J's Representative for this Contract is:

Seth Pfaefflin, Director Student Services Department
541-790-7550
pfaefflin_s@4j.lane.edu

3. COMPENSATION

3.1 PAYMENT. Each school year, the District 4J's Budget office will calculate the tuition rate for contracts associated with alternative education. The tuition rate is calculated in accordance with ORS 336.635 and OAR 581-02-0041 and is based on the District's adopted budget. Tuition rate for each approved program will be set forth in a Schedule ("Schedule"). Each Schedule shall be sequentially numbered attached hereto.

- District 4J will pay private alternative education providers on a monthly basis the actual per pupil cost of the provider's program on an amount equal to 80% of District 4J's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with OAR 336.635.
- For special education students approved for weighted ADM (ADMw), District 4J will pay providers on a monthly basis for the actual per pupil cost of the provider's program or amount equal to 120% of District 4J's estimated current year average per pupil net operating expenditure.
- For programs funded by State and Federal funds, District 4J will pay private alternative education providers on a specified schedule.
    - District 4J will compensate providers based on Oregon Department of Education funds and Federal IDEA and Title I funds.
    - In the event the full amount of State and Federal funds are not available to District 4J, District 4J reserves the right to adjust funding levels to private alternative education providers based on the actual amount of funds received by District 4J.
- District 4J will not compensate private alternative education providers for students who are enrolled full time in another school or alternative education program.

3.2 TRAVEL EXPENSE REIMBURSEMENT. Authorized: ☐ Yes ☒ No

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

4. CONTRACT DOCUMENTS

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

4.2 THE ATTACHMENTS. With this document, the following Attachments are incorporated into the Contract:

☒ Attachment A	Contract Provisions
☒ Attachment B	Scope of Work, Schedule 1
☒ Attachment C	Insurance Requirements
☒ Attachment D	Fingerprint and Background Check Requirements
☐ Attachment E	Federal Terms and Conditions
☐ Attachment F	Provider W-9

5. SIGNATURES

PROVIDER'S CERTIFICATIONS:

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

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

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

DISTRICT 4J

_____
Name

Superintendent
Title

_____
Date

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

PROVIDER

signature on following page
Name

_____
Title

_____
Date

1790 W 11th Ave STE 200
Address

Eugene, OR 97402
City, State, Zip

DISTRICT 4J PURCHASING DEPARTMENT

Dustin Hayden
Name

_____
Date

EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT #25-349

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

5. SIGNATURES

PROVIDER'S CERTIFICATIONS:

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

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

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

DISTRICT 4J

_____
Name

Superintendent
Title

_____
Date

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

PROVIDER

[signature]
Name

Chief Executive Officer
Title

10·18·24
Date

1790 W 11th Ave STE 200
Address

Eugene, OR 97402
City, State, Zip

DISTRICT 4J PURCHASING DEPARTMENT

_____
Name

_____
Date

ATTACHMENT A
CONTRACT PROVISIONS

1. Provider's Personnel.

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

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

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

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

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

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

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

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

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

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

2. Independent Provider; Responsibility for Taxes and Withholding

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

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

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

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

3. Subcontracts, Successors, and Assignments

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

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

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

4. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

4.2 Provider's Performance Warranties.

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

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

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

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

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

5. Ownership of Work Product.

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

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

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

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

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

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

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

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

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

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

6. Confidential Information.

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

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

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

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

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

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

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

7. Indemnity by Provider.

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

7.2 Legal Counsel. If Provider is required to defend District or their officers, employees or agents under Section 7.1, then Provider shall select legal counsel reasonably acceptable to District to act in the name of, or represent the interests of the District or their officers, employees and agents. Further, District may assume its own defense, including that of its officers, employees and agents, at any time when in the District's sole discretion it determines

that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the District or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the District are served thereby. Provider's obligation to pay for all costs and expenses includes those incurred by the District in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

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

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

8. Limitation of Liabilities.

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

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

9. Insurance. Provider shall maintain insurance as set forth in Attachment D.

10. Default; Remedies; Termination.

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

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

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

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

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

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

10.2.1 Termination of this Agreement under Section 10.6.2; or

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

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

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

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

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

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

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

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

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

10.6 Termination.

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

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

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

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

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

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

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

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

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

11. Compliance with Law.

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

11.2 Compliance with Oregon Tax Laws.

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

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

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

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

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

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

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

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

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

12. Governing Law; Venue and Jurisdiction.

12.1 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

13.13.1 Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Provider is not subject to backup withholding because (i) Provider is exempt from backup withholding, (ii) Provider has not been notified by the IRS that Provider is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Provider that Provider is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Provider, s/he has authority and knowledge regarding Provider's payment of taxes, and to the best of her/his knowledge, that Provider is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, Provider faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Provider, to Provider's property, operations, receipts, or income, or to Provider's performance of or compensation for any work performed

by Provider; (iii) any tax provisions imposed by a political subdivision of this state that applied to Provider, or to goods, services, or property, whether tangible or intangible, provided by Provider; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Provider is an independent Provider as defined in ORS 670.600; and (d) the supplied Provider tax identification numbers are true and accurate;

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

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

13.13.4 Certifies that the information provided on the attached Attachment A, Taxpayer Information, is true and correct as of the Effective Date; and

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

14. Compensation.

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

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

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

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

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

adequate funding under the District's budget adopted annually. District reserves the right to adjust the level of services provided for in this Agreement in accordance with funding levels adopted by the Board.

ATTACHMENT B
SCOPE OF WORK

Provider will provide private alternative education services for middle and high school students who reside in Eugene School District 4J. The private alternative education programs will provide services that enhance the ability of District 4J to provide an appropriate learning environment for all students. The private alternative education programs serve students who are in one or more of the following subgroups:

- Students who are not currently benefiting from attendance in the public school system and whose academic interests and needs are best services through participation in an alternative education program.
- Students who have dropped out or at risk of dropping out.
- Students whose attendance is so erratic that they are not benefitting from school.
- Students who have not met or who have exceed benchmark academic standards.
- Students who are expelled or are being considered for expulsion.
- Students who parent or legal guardian applies for a student's exemption from compulsory school attendance on a semiannual basis consistent with OAR 581-021-075 ("Exemption from Compulsory Attendance").
- Students who are individually approved for placement consistent with District 4J's Board policies regarding placement.
- Students eligible for special education or a Section 504 plan.
- Students who are eligible for special education under IDEA can be served by a private alternative education program if:
    - The private alternative education program is registered with the Oregon Department of Education as an approved special education provider.
    - The private alternative education program employs a staff person who is certified in special education.
    - The private alternative education program designates a special education liaison to District 4J.
- Students who are eligible for a Section 504 plan can be served by a private alternative education program if:
    - The private alternative education program designates a 504 liaison to District 4J.
    - The private alternative education program staff has participated in a 504 compliance training.

The private alternative education programs must meet all District 4J and State standards. The private alternative program requirements are the following:

- Private alternative education programs are registered with the Oregon Department of Education under the provisions of OAR 581-021-0072.
- Private alternative education programs are registered with the Oregon Department of Education to provide special education services. If a student is eligible for special education under ORS 343.221 to 343.236 and 343.261 to 343.295, the program must be approved by the Department of Education prior to the placement of the student in the program.
- Private alternative education programs shall comply with ORS 336.615 through 336.665.
- Private alternative education programs shall comply with all Federal IDEA and 504 requirements.

- Private alternative education programs shall comply with all rules and statutes applicable to school districts and public schools:
    - Federal Law;
    - ORS 181A.195, 326.603, 326.607, and 342.223 (criminal records check);
    - ORS 329.496 (physical education);
    - ORS 337.150, 339.141, 339.147, and 339.155 (tuition and fees);
    - ORS 659.850, 659.855, and 659.860 (discrimination);
    - ORS 339.122 (advertisement requirements);
    - Health and safety statutes and rules;
    - Any statute, rule, or school district policy that is specified in a contract between the school district board and the private alternative education program.
    - Noncompliance with rules statutes may result in termination of contract.
- Private alternative education programs shall comply with required instruction in educational standards:
    - Private alternative education programs shall ensure that students receive instruction in the educational standards adopted by the State Board of Education for the grade level the program serves;
    - Students enrolled in a private alternative education program shall take the statewide assessment developed by the Department of Education under ORS 329.485;
    - Private alternative education programs shall be accountable for determining the progress of its students toward achieving academic content standard as defined in ORS 329.007;
    - Private alternative education programs shall report, at least annually, each student's academic progress, including the results of the state assessment to students, parents, and the school district.
- Private alternative education programs will be implemented in compliance with all IDEA and 504 requirements.
- Private alternative education program staff will collaborate with District 4J staff to develop IEP and 504 plans. At least one certified classroom teacher serving the student will participate as a member of the IEP or 504 team.
- Ensure all education program staff providing services under this agreement, as mandatory reporters of child abuse, receive training, is aware of their legal responsibilities for reporting, and report suspected abuse to the treatment facility supervisor who will report to the District 4J Administrator.
- Collaboration and compliance by the private alternative education programs include, but is not limited, to the following:
    - Design and implement an education plan and education profile with each student that meets the requirements of OAR 581-022-1120(3)(a) and (b) and 581-022-1130(3).
    - Each student's education plan includes criteria for determining if, when, where, and how the student may transition from the alternative program.
    - A transportation plan is in place ensuring that the program is accessible to each student approved for placement in the program.
    - Abide by the IEP team's decision on program (direct and related services) and placement level.
    - Make every reasonable effort to work closely with District 4J staff to assist in the effective delivery of the services, including implementing all accommodations, and/or modifications specified on the student's IEP.
    - Not change the student's IEP, placement, or eligibility without actin from the IEP or 504 team.
    - Ensure that the educational program is developed and implemented in conjunction and

cooperation with any treatment program.

- Require and ensure all educational program staff providing services attends any required professional training or meetings deemed appropriate by District 4J.
    - Comply with all District 4J policies regarding discipline or students including, but limited, to the following:
    - Maintain discipline data via District 4J's Student Information System.
    - Notify District 4J's special education representative of all in-school or out-of-school suspensions.
    - Cooperate with District 4J staff in conduction manifestation determination meetings prior to the tenth day of removal of a student.
    - Will not terminate a student's participation in the program or 'expel' a student without contacting District 4J and, in the case of a student with an IEP or 504, requesting a manifestation determination.
- Notify all alternative program staff that a student's IEP/504 provided (in paper copy or electronically) must maintain confidential in accordance with the following parameters:
    - IEPs are not disclosed to any other person(s) except in accordance with the Individuals with Disabilities Education Act (IDEA) and the Family Educational Rights and Privacy Act (FERPA).
    - IEPS/504s must be kept in a secure location, including copies in possession of teachers and providers.
    - All persons who receive copies of IEPs/504s or have access to IEPs/504s must be instructed regarding their legal obligation to maintain the confidentiality of student records.
    - Teachers/staff shall not disclose personally identifiable information from an IEP/504 without consent of the student's parent or legal guardian.
- If a private alternative education program staff member suspects a student may be eligible for special education and related services under IDEA of Section 504 (Child Find), community based alternative program shall notify District 4J and comply with District 4J practices and policies for conducting a pre/referral meeting to determine in the student will be evaluated for a suspected disability.
- If a parent/guardian report that they believe their student may be eligible for special education and related services under IDEA or Section 504 (Child Find) or the student themselves report that they suspect they may have a disability, the community based alternative program shall notify District 4J practices and policies for conducting a pre/referral meeting to determine if the student will be evaluated for a suspected disability.
- Expulsions shall not service as a blanket basis for rejection of a student from enrollment at a private alternative education program.
- Private alternative education programs will inform and explain rejections of District 4J student referrals.

- Private alternative education programs will work with District 4J staff to establish annual measurable and specific objectives in the areas of attendance, academic achievement, retention/drop-out rate, and other measures as determined by District 4J. Using the required formats and deadlines specified by District 4J or evaluators, the private alternative education program shall complete assessments and make reports to measure student progress in each of these areas.

- Attendance: Private alternative education programs will establish an annual goal for attendance. Students failing to attend at an adequate rate as determined by District 4J may have their placement revoked. Attendance rates are tracked using the District 4J database. Providers will be responsible for accurate entry in a timely manner and to input such data into District 4J or state computer systems. The year-end attendance average for the program will be measured against the annual goal.
- Academic Achievement: Private alternative education programs are required to use a consistent measure to assess academic performance in reading and mathematics. Programs are required to use Oregon Statewide Assessment to administer the Oregon statewide assessment. Programs will administer a pre- and post-test during an established period of time in order to assess academic growth that have been achieved. Programs may use other assessment tools to show student growth in their academic performance. Academic achievement will be tracked on the first school day of each month (according to the District 4J school calendar), at mid-grading periods and at the end of each grading period using the District 4J database. Students failing to make adequate academic progress as determined by District 4J may have their placement revoked.
- Drop-out Rate: Private alternative education programs are required to maintain accurate enrollment information for District 4J to enable District 4J to identity students who have left the alternative program and have successfully transitioned to other schools or programs, and those that are unaccounted for at school year end. This data is used by District 4J and the state to determine school drop-out rates. Private alternative education programs are required to notify District 4J when a student has left the alternative program.
- Exit Data: Assist Student Services Department in gathering exit data for special education students.
- Risk Assessments: Private alternative education programs will be required to participate in a Risk Analysis with District 4J. Evaluat8ions of the programs will be done to establish risks students face. Programs will need to provide proof of insurance.
- Other Measures: Additional performance measures may be requested by the District.

- Private alternative education providers will be responsible for collecting and reporting all data required by District 4J and the state. Providers will use District 4J's student database for entering student data. District 4J will coordinate to provide necessary training and support. Providers will be required to complete required training and confidentiality statements prior to starting entry of student data. Private alternative education providers will provide the following.
- Attendance, behavior, grades, discipline incidents, graduation, dropout and other data requested by District 4J.
- Annual student improvement goals with timelines and needed action steps.
- Local and state assessment data, including but not limited to, Oregon Statewide Assessments, Child Find and Progress Monitoring for special education students.

EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT #25-349

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

SCHEDULE 1

Alternative Education Services Agreement Between
Eugene School District 4J
and
Looking Glass Community Services

This Schedule 1 is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and **Looking Glass Riverfront School and Career Center**, hereinafter RIVERFRONT, in accordance with and subject to the terms and conditions of the Professional Services Agreement ("Agreement"), to which this Schedule is incorporated into by reference.

Detailed Description of Services:

See Attachment B (Scope of Work).

Contract Deliverables and Payment Schedule:
The District will pay alternative education providers on a monthly basis the actual per pupil cost of the Provider's program or an amount equal to 80% of District's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with ORS 336.635. Eighty percent of the net operating expenditure for 2024–2025 is estimated to be $12,085 (80% of $15,107, the District's estimated net operating expenditure). The District will pay (2024–2025 school year) a fixed daily rate of $69.06 per student per full day of instruction. One student is entitled to 175 full days of instruction in a fiscal year (July 1–June 30). One Average Daily Membership (ADM) is currently equal to $69.06 x 175 = $12,085.

For special education students approved for weighted ADM (ADMw), the District will pay providers on a monthly basis for the actual per pupil cost of the provider's program or an amount equal to 120% of District's estimated current year average per pupil net operating expenditure. One hundred twenty percent of the net operating expenditure for 2024–2025 is estimated to be $18,128 (120% of $15,107, the District's estimated net operating expenditure). The District will pay a fixed daily rate of $103.59 per student per full day of instruction. One student is entitled to 175 full days of instruction in a fiscal year (July 1–June 30). One Weighted Average Daily Membership (ADMw) is currently equal to $103.59 x 175 = $18,128.

ATTACHMENT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ATTACHMENT D
FINGERPRINTING AND BACKGROUND CHECK REQUIREMENTS

Eugene School District 4J has made the following determination regarding requirement of PROVIDER to undergo preliminary background checks, fingerprinting, and criminal records check:

☐ No requirement: Provider will not have unsupervised contact with students or access to District property.

☐ Preliminary background check required (if required, must complete at least every two years)

☒ Fingerprinting and criminal records check required (one-time requirement, unless moved from the State of Oregon since initial records check)

The Provider and all individuals with whom the Provider contracts, or any employee, agent or subcontractor of a Provider, **must undergo a preliminary background check with the District**. Individuals, who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. The Oregon Department of Education provides fingerprinting services for Providers pursuant to ORS 326.603 and ORS 326.607. Individuals or the Provider, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

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

https://4j.lane.edu/16766_3

EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT #25-395

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

This Goods and Services Contract ("Contract") is entered into between Eugene School District 4J ("District 4J") and Looking Glass New Roads ("Provider"), referred to collectively in this Contract as "the Parties." District 4J and Provider agree as follows:

1. TERM

This Contract shall become effective upon signature of authorized personnel and a member of the District 4J Purchasing Department, and shall remain in effect until June 30, 2025 unless terminated by District 4J or Provider under the terms of this Contract. No party shall perform work under this Contract before the effective date.

2. SCOPE OF WORK

This Contract covers the Scope of Work as described in the ensuing Schedules, attached and hereby incorporated by reference as Attachment B. All private alternative education schools and programs must be registered with the Oregon Department of Education. Provider's schools and programs that have been approved for SY2024-25 are the following: Center Point School, Riverfront School and Career Center, River Road Regional Crisis Center, New Roads, and Looking Glass Academy (formerly Stepping Stone, and Pathways Girls/Boys and Parole Revocation Diversion). District 4J's Representative for this Contract is:

Seth Pfaefflin, Director Student Services Department
541-790-7550
pfaefflin_s@4j.lane.edu

3. COMPENSATION

3.1 PAYMENT. Each school year, the District 4J's Budget office will calculate the tuition rate for contracts associated with alternative education. The tuition rate is calculated in accordance with ORS 336.635 and OAR 581-02-0041 and is based on the District's adopted budget. Tuition rate for each approved program will be set forth in a Schedule ("Schedule"). Each Schedule shall be sequentially numbered attached hereto.

- District 4J will pay private alternative education providers on a monthly basis the actual per pupil cost of the provider's program on an amount equal to 80% of District 4J's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with OAR 336.635.
- For special education students approved for weighted ADM (ADMw), District 4J will pay providers on a monthly basis for the actual per pupil cost of the provider's program or amount equal to 120% of District 4J's estimated current year average per pupil net operating expenditure.
- For programs funded by State and Federal funds, District 4J will pay private alternative education providers on a specified schedule.
    - District 4J will compensate providers based on Oregon Department of Education funds and Federal IDEA and Title I funds.
    - In the event the full amount of State and Federal funds are not available to District 4J, District 4J reserves the right to adjust funding levels to private alternative education providers based on the actual amount of funds received by District 4J.
- District 4J will not compensate private alternative education providers for students who are enrolled full time in another school or alternative education program.

3.2 TRAVEL EXPENSE REIMBURSEMENT. Authorized: ☐ Yes ☒ No

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

4. CONTRACT DOCUMENTS

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

4.2 THE ATTACHMENTS. With this document, the following Attachments are incorporated into the Contract:

☒ Attachment A	Contract Provisions
☒ Attachment B	Scope of Work, Schedule 1
☒ Attachment C	Insurance Requirements
☒ Attachment D	Fingerprint and Background Check Requirements
☐ Attachment E	Federal Terms and Conditions
☐ Attachment F	Provider W-9

5. SIGNATURES

PROVIDER'S CERTIFICATIONS:

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

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

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

DISTRICT 4J

_____
Name

Superintendent
Title

_____
Date

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

PROVIDER

signature on following page
Name

_____
Title

_____
Date

1790 W 11th Ave STE 200
Address

Eugene, OR 97402
City, State, Zip

DISTRICT 4J PURCHASING DEPARTMENT

Dustin Hayden
Name

_____
Date

EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT #25-395

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

5. SIGNATURES

PROVIDER'S CERTIFICATIONS:

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

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

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

DISTRICT 4J

_____
Name

Superintendent
Title

_____
Date

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

PROVIDER

[signature]
Name

Chief Executive Officer
Title

10-18-24
Date

1790 W 11th Ave STE 200
Address

Eugene, OR 97402
City, State, Zip

DISTRICT 4J PURCHASING DEPARTMENT

_____
Name

_____
Date

ATTACHMENT A
CONTRACT PROVISIONS

1. Provider's Personnel.

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

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

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

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

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

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

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

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

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

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

2. Independent Provider; Responsibility for Taxes and Withholding

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

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

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

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

3. Subcontracts, Successors, and Assignments

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

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

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

4. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

4.2 Provider's Performance Warranties.

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

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

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

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

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

5. Ownership of Work Product.

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

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

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

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

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

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

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

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

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

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

6. Confidential Information.

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

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

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

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

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

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

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

7. Indemnity by Provider.

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

7.2 Legal Counsel. If Provider is required to defend District or their officers, employees or agents under Section 7.1, then Provider shall select legal counsel reasonably acceptable to District to act in the name of, or represent the interests of the District or their officers, employees and agents. Further, District may assume its own defense, including that of its officers, employees and agents, at any time when in the District's sole discretion it determines

that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the District or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the District are served thereby. Provider's obligation to pay for all costs and expenses includes those incurred by the District in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

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

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

8. Limitation of Liabilities.

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

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

9. Insurance. Provider shall maintain insurance as set forth in Attachment D.

10. Default; Remedies; Termination.

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

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

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

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

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

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

10.2.1 Termination of this Agreement under Section 10.6.2; or

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

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

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

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

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

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

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

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

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

10.6 Termination.

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

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

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

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

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

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

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

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

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

11. Compliance with Law.

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

11.2 Compliance with Oregon Tax Laws.

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

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

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

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

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

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

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

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

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

12. Governing Law; Venue and Jurisdiction.

12.1 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

13.13.1 Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Provider is not subject to backup withholding because (i) Provider is exempt from backup withholding, (ii) Provider has not been notified by the IRS that Provider is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Provider that Provider is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Provider, s/he has authority and knowledge regarding Provider's payment of taxes, and to the best of her/his knowledge, that Provider is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, Provider faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Provider, to Provider's property, operations, receipts, or income, or to Provider's performance of or compensation for any work performed

by Provider; (iii) any tax provisions imposed by a political subdivision of this state that applied to Provider, or to goods, services, or property, whether tangible or intangible, provided by Provider; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Provider is an independent Provider as defined in ORS 670.600; and (d) the supplied Provider tax identification numbers are true and accurate;

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

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

13.13.4 Certifies that the information provided on the attached Attachment A, Taxpayer Information, is true and correct as of the Effective Date; and

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

14. Compensation.

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

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

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

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

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

adequate funding under the District's budget adopted annually. District reserves the right to adjust the level of services provided for in this Agreement in accordance with funding levels adopted by the Board.

ATTACHMENT B
SCOPE OF WORK

Provider will provide private alternative education services for middle and high school students who reside in Eugene School District 4J. The private alternative education programs will provide services that enhance the ability of District 4J to provide an appropriate learning environment for all students. The private alternative education programs serve students who are in one or more of the following subgroups:

- Students who are not currently benefiting from attendance in the public school system and whose academic interests and needs are best services through participation in an alternative education program.
- Students who have dropped out or at risk of dropping out.
- Students whose attendance is so erratic that they are not benefitting from school.
- Students who have not met or who have exceed benchmark academic standards.
- Students who are expelled or are being considered for expulsion.
- Students who parent or legal guardian applies for a student's exemption from compulsory school attendance on a semiannual basis consistent with OAR 581-021-075 ("Exemption from Compulsory Attendance").
- Students who are individually approved for placement consistent with District 4J's Board policies regarding placement.
- Students eligible for special education or a Section 504 plan.
- Students who are eligible for special education under IDEA can be served by a private alternative education program if:
    - The private alternative education program is registered with the Oregon Department of Education as an approved special education provider.
    - The private alternative education program employs a staff person who is certified in special education.
    - The private alternative education program designates a special education liaison to District 4J.
- Students who are eligible for a Section 504 plan can be served by a private alternative education program if:
    - The private alternative education program designates a 504 liaison to District 4J.
    - The private alternative education program staff has participated in a 504 compliance training.

The private alternative education programs must meet all District 4J and State standards. The private alternative program requirements are the following:

- Private alternative education programs are registered with the Oregon Department of Education under the provisions of OAR 581-021-0072.
- Private alternative education programs are registered with the Oregon Department of Education to provide special education services. If a student is eligible for special education under ORS 343.221 to 343.236 and 343.261 to 343.295, the program must be approved by the Department of Education prior to the placement of the student in the program.
- Private alternative education programs shall comply with ORS 336.615 through 336.665.
- Private alternative education programs shall comply with all Federal IDEA and 504 requirements.

- Private alternative education programs shall comply with all rules and statutes applicable to school districts and public schools:
    - Federal Law;
    - ORS 181A.195, 326.603, 326.607, and 342.223 (criminal records check);
    - ORS 329.496 (physical education);
    - ORS 337.150, 339.141, 339.147, and 339.155 (tuition and fees);
    - ORS 659.850, 659.855, and 659.860 (discrimination);
    - ORS 339.122 (advertisement requirements);
    - Health and safety statutes and rules;
    - Any statute, rule, or school district policy that is specified in a contract between the school district board and the private alternative education program.
    - Noncompliance with rules statutes may result in termination of contract.
- Private alternative education programs shall comply with required instruction in educational standards:
    - Private alternative education programs shall ensure that students receive instruction in the educational standards adopted by the State Board of Education for the grade level the program serves;
    - Students enrolled in a private alternative education program shall take the statewide assessment developed by the Department of Education under ORS 329.485;
    - Private alternative education programs shall be accountable for determining the progress of its students toward achieving academic content standard as defined in ORS 329.007;
    - Private alternative education programs shall report, at least annually, each student's academic progress, including the results of the state assessment to students, parents, and the school district.
- Private alternative education programs will be implemented in compliance with all IDEA and 504 requirements.
- Private alternative education program staff will collaborate with District 4J staff to develop IEP and 504 plans. At least one certified classroom teacher serving the student will participate as a member of the IEP or 504 team.
- Ensure all education program staff providing services under this agreement, as mandatory reporters of child abuse, receive training, is aware of their legal responsibilities for reporting, and report suspected abuse to the treatment facility supervisor who will report to the District 4J Administrator.
- Collaboration and compliance by the private alternative education programs include, but is not limited, to the following:
    - Design and implement an education plan and education profile with each student that meets the requirements of OAR 581-022-1120(3)(a) and (b) and 581-022-1130(3).
    - Each student's education plan includes criteria for determining if, when, where, and how the student may transition from the alternative program.
    - A transportation plan is in place ensuring that the program is accessible to each student approved for placement in the program.
    - Abide by the IEP team's decision on program (direct and related services) and placement level.
    - Make every reasonable effort to work closely with District 4J staff to assist in the effective delivery of the services, including implementing all accommodations, and/or modifications specified on the student's IEP.
    - Not change the student's IEP, placement, or eligibility without actin from the IEP or 504 team.
    - Ensure that the educational program is developed and implemented in conjunction and

cooperation with any treatment program.

- Require and ensure all educational program staff providing services attends any required professional training or meetings deemed appropriate by District 4J.
    - Comply with all District 4J policies regarding discipline or students including, but limited, to the following:
    - Maintain discipline data via District 4J's Student Information System.
    - Notify District 4J's special education representative of all in-school or out-of-school suspensions.
    - Cooperate with District 4J staff in conduction manifestation determination meetings prior to the tenth day of removal of a student.
    - Will not terminate a student's participation in the program or 'expel' a student without contacting District 4J and, in the case of a student with an IEP or 504, requesting a manifestation determination.
- Notify all alternative program staff that a student's IEP/504 provided (in paper copy or electronically) must maintain confidential in accordance with the following parameters:
    - IEPs are not disclosed to any other person(s) except in accordance with the Individuals with Disabilities Education Act (IDEA) and the Family Educational Rights and Privacy Act (FERPA).
    - IEPS/504s must be kept in a secure location, including copies in possession of teachers and providers.
    - All persons who receive copies of IEPs/504s or have access to IEPs/504s must be instructed regarding their legal obligation to maintain the confidentiality of student records.
    - Teachers/staff shall not disclose personally identifiable information from an IEP/504 without consent of the student's parent or legal guardian.
- If a private alternative education program staff member suspects a student may be eligible for special education and related services under IDEA of Section 504 (Child Find), community based alternative program shall notify District 4J and comply with District 4J practices and policies for conducting a pre/referral meeting to determine in the student will be evaluated for a suspected disability.
- If a parent/guardian report that they believe their student may be eligible for special education and related services under IDEA or Section 504 (Child Find) or the student themselves report that they suspect they may have a disability, the community based alternative program shall notify District 4J practices and policies for conducting a pre/referral meeting to determine if the student will be evaluated for a suspected disability.
- Expulsions shall not service as a blanket basis for rejection of a student from enrollment at a private alternative education program.
- Private alternative education programs will inform and explain rejections of District 4J student referrals.

- Private alternative education programs will work with District 4J staff to establish annual measurable and specific objectives in the areas of attendance, academic achievement, retention/drop-out rate, and other measures as determined by District 4J. Using the required formats and deadlines specified by District 4J or evaluators, the private alternative education program shall complete assessments and make reports to measure student progress in each of these areas.

- Attendance: Private alternative education programs will establish an annual goal for attendance. Students failing to attend at an adequate rate as determined by District 4J may have their placement revoked. Attendance rates are tracked using the District 4J database. Providers will be responsible for accurate entry in a timely manner and to input such data into District 4J or state computer systems. The year-end attendance average for the program will be measured against the annual goal.
- Academic Achievement: Private alternative education programs are required to use a consistent measure to assess academic performance in reading and mathematics. Programs are required to use Oregon Statewide Assessment to administer the Oregon statewide assessment. Programs will administer a pre- and post-test during an established period of time in order to assess academic growth that have been achieved. Programs may use other assessment tools to show student growth in their academic performance. Academic achievement will be tracked on the first school day of each month (according to the District 4J school calendar), at mid-grading periods and at the end of each grading period using the District 4J database. Students failing to make adequate academic progress as determined by District 4J may have their placement revoked.
- Drop-out Rate: Private alternative education programs are required to maintain accurate enrollment information for District 4J to enable District 4J to identity students who have left the alternative program and have successfully transitioned to other schools or programs, and those that are unaccounted for at school year end. This data is used by District 4J and the state to determine school drop-out rates. Private alternative education programs are required to notify District 4J when a student has left the alternative program.
- Exit Data: Assist Student Services Department in gathering exit data for special education students.
- Risk Assessments: Private alternative education programs will be required to participate in a Risk Analysis with District 4J. Evaluat8ions of the programs will be done to establish risks students face. Programs will need to provide proof of insurance.
- Other Measures: Additional performance measures may be requested by the District.

- Private alternative education providers will be responsible for collecting and reporting all data required by District 4J and the state. Providers will use District 4J's student database for entering student data. District 4J will coordinate to provide necessary training and support. Providers will be required to complete required training and confidentiality statements prior to starting entry of student data. Private alternative education providers will provide the following.
- Attendance, behavior, grades, discipline incidents, graduation, dropout and other data requested by District 4J.
- Annual student improvement goals with timelines and needed action steps.
- Local and state assessment data, including but not limited to, Oregon Statewide Assessments, Child Find and Progress Monitoring for special education students.

SCHEDULE 1

Alternative Education Services Agreement Between
Eugene School District 4J
and
Looking Glass Community Services

This Schedule 1 is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and **Looking Glass New Roads**, hereinafter NEW ROADS, in accordance with and subject to the terms and conditions of the Professional Services Agreement ("Agreement"), to which this Schedule is incorporated into by reference.

Detailed Description of Services:

See Attachment B (Scope of Work).

Contract Deliverables and Payment Schedule:
The District will pay $90.00 per hour for allowable services under the Scope of Work.

ATTACHMENT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ATTACHMENT D
FINGERPRINTING AND BACKGROUND CHECK REQUIREMENTS

Eugene School District 4J has made the following determination regarding requirement of PROVIDER to undergo preliminary background checks, fingerprinting, and criminal records check:

☐ No requirement: Provider will not have unsupervised contact with students or access to District property.

☐ Preliminary background check required (if required, must complete at least every two years)

☒ Fingerprinting and criminal records check required (one-time requirement, unless moved from the State of Oregon since initial records check)

The Provider and all individuals with whom the Provider contracts, or any employee, agent or subcontractor of a Provider, **must undergo a preliminary background check with the District**. Individuals, who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. The Oregon Department of Education provides fingerprinting services for Providers pursuant to ORS 326.603 and ORS 326.607. Individuals or the Provider, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

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

https://4j.lane.edu/16766_3

EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT #25-396

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

This Goods and Services Contract ("Contract") is entered into between Eugene School District 4J ("District 4J") and Looking Glass Center Point ("Provider"), referred to collectively in this Contract as "the Parties." District 4J and Provider agree as follows:

1. TERM

This Contract shall become effective upon signature of authorized personnel and a member of the District 4J Purchasing Department, and shall remain in effect until June 30, 2025 unless terminated by District 4J or Provider under the terms of this Contract. No party shall perform work under this Contract before the effective date.

2. SCOPE OF WORK

This Contract covers the Scope of Work as described in the ensuing Schedules, attached and hereby incorporated by reference as Attachment B. All private alternative education schools and programs must be registered with the Oregon Department of Education. Provider's schools and programs that have been approved for SY2024-25 are the following: Center Point School, Riverfront School and Career Center, River Road Regional Crisis Center, New Roads, and Looking Glass Academy (formerly Stepping Stone, and Pathways Girls/Boys and Parole Revocation Diversion). District 4J's Representative for this Contract is:

Seth Pfaefflin, Director Student Services Department
541-790-7550
pfaefflin_s@4j.lane.edu

3. COMPENSATION

3.1 PAYMENT. Each school year, the District 4J's Budget office will calculate the tuition rate for contracts associated with alternative education. The tuition rate is calculated in accordance with ORS 336.635 and OAR 581-02-0041 and is based on the District's adopted budget. Tuition rate for each approved program will be set forth in a Schedule ("Schedule"). Each Schedule shall be sequentially numbered attached hereto.

- District 4J will pay private alternative education providers on a monthly basis the actual per pupil cost of the provider's program on an amount equal to 80% of District 4J's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with OAR 336.635.
- For special education students approved for weighted ADM (ADMw), District 4J will pay providers on a monthly basis for the actual per pupil cost of the provider's program or amount equal to 120% of District 4J's estimated current year average per pupil net operating expenditure.
- For programs funded by State and Federal funds, District 4J will pay private alternative education providers on a specified schedule.
    - District 4J will compensate providers based on Oregon Department of Education funds and Federal IDEA and Title I funds.
    - In the event the full amount of State and Federal funds are not available to District 4J, District 4J reserves the right to adjust funding levels to private alternative education providers based on the actual amount of funds received by District 4J.
- District 4J will not compensate private alternative education providers for students who are enrolled full time in another school or alternative education program.

3.2 TRAVEL EXPENSE REIMBURSEMENT. Authorized: ☐ Yes ☒ No

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

4. CONTRACT DOCUMENTS

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

4.2 THE ATTACHMENTS. With this document, the following Attachments are incorporated into the Contract:

☒ Attachment A	Contract Provisions
☒ Attachment B	Schedule 1
☒ Attachment C	Insurance Requirements
☒ Attachment D	Fingerprint and Background Check Requirements
☐ Attachment E	Federal Terms and Conditions
☒ Attachment F	Provider W-9

EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT #25-396

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

5. SIGNATURES

PROVIDER'S CERTIFICATIONS:

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

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

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

DISTRICT 4J

_____
Name

Superintendent_____
Title

_____
Date

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

PROVIDER

signature on following page
Name

_____
Title

_____
Date

1790 W 11th Ave STE 200
Address

Eugene, OR 97402
City, State, Zip

DISTRICT 4J PURCHASING DEPARTMENT

Dustin Hayden
Name

_____
Date

EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT #25-396

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

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

DISTRICT 4J

_____
Name

Superintendent
Title

_____
Date

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

PROVIDER

[signature]
Name

Chief Executive Officer
Title

10·18·24
Date

1790 W 11th Ave STE 200
Address

Eugene, OR 97402
City, State, Zip

DISTRICT 4J PURCHASING DEPARTMENT

_____
Name

_____
Date

ATTACHMENT A
CONTRACT PROVISIONS

1. Provider's Personnel.

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

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

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

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

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

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

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

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

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

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

2. Independent Provider; Responsibility for Taxes and Withholding

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

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

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

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

3. Subcontracts, Successors, and Assignments

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

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

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

4. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

4.2 Provider's Performance Warranties.

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

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

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

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

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

5. Ownership of Work Product.

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

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

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

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

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

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

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

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

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

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

6. Confidential Information.

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

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

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

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

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

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

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

7. Indemnity by Provider.

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

7.2 Legal Counsel. If Provider is required to defend District or their officers, employees or agents under Section 7.1, then Provider shall select legal counsel reasonably acceptable to District to act in the name of, or represent the interests of the District or their officers, employees and agents. Further, District may assume its own defense, including that of its officers, employees and agents, at any time when in the District's sole discretion it determines

that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the District or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the District are served thereby. Provider's obligation to pay for all costs and expenses includes those incurred by the District in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

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

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

8. Limitation of Liabilities.

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

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

9. Insurance. Provider shall maintain insurance as set forth in Attachment D.

10. Default; Remedies; Termination.

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

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

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

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

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

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

10.2.1 Termination of this Agreement under Section 10.6.2; or

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

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

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

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

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

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

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

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

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

10.6 Termination.

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

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

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

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

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

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

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

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

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

11. Compliance with Law.

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

11.2 Compliance with Oregon Tax Laws.

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

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

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

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

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

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

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

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

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

12. Governing Law; Venue and Jurisdiction.

12.1 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

13.13.1 Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Provider is not subject to backup withholding because (i) Provider is exempt from backup withholding, (ii) Provider has not been notified by the IRS that Provider is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Provider that Provider is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Provider, s/he has authority and knowledge regarding Provider's payment of taxes, and to the best of her/his knowledge, that Provider is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, Provider faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Provider, to Provider's property, operations, receipts, or income, or to Provider's performance of or compensation for any work performed

by Provider; (iii) any tax provisions imposed by a political subdivision of this state that applied to Provider, or to goods, services, or property, whether tangible or intangible, provided by Provider; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Provider is an independent Provider as defined in ORS 670.600; and (d) the supplied Provider tax identification numbers are true and accurate;

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

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

13.13.4 Certifies that the information provided on the attached Attachment A, Taxpayer Information, is true and correct as of the Effective Date; and

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

14. Compensation.

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

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

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

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

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

adequate funding under the District's budget adopted annually. District reserves the right to adjust the level of services provided for in this Agreement in accordance with funding levels adopted by the Board.

ATTACHMENT B
SCOPE OF WORK

Provider will provide private alternative education services for middle and high school students who reside in Eugene School District 4J. The private alternative education programs will provide services that enhance the ability of District 4J to provide an appropriate learning environment for all students. The private alternative education programs serve students who are in one or more of the following subgroups:

- Students who are not currently benefiting from attendance in the public school system and whose academic interests and needs are best services through participation in an alternative education program.
- Students who have dropped out or at risk of dropping out.
- Students whose attendance is so erratic that they are not benefitting from school.
- Students who have not met or who have exceed benchmark academic standards.
- Students who are expelled or are being considered for expulsion.
- Students who parent or legal guardian applies for a student's exemption from compulsory school attendance on a semiannual basis consistent with OAR 581-021-075 ("Exemption from Compulsory Attendance").
- Students who are individually approved for placement consistent with District 4J's Board policies regarding placement.
- Students eligible for special education or a Section 504 plan.
- Students who are eligible for special education under IDEA can be served by a private alternative education program if:
    - The private alternative education program is registered with the Oregon Department of Education as an approved special education provider.
    - The private alternative education program employs a staff person who is certified in special education.
    - The private alternative education program designates a special education liaison to District 4J.
- Students who are eligible for a Section 504 plan can be served by a private alternative education program if:
    - The private alternative education program designates a 504 liaison to District 4J.
    - The private alternative education program staff has participated in a 504 compliance training.

The private alternative education programs must meet all District 4J and State standards. The private alternative program requirements are the following:

- Private alternative education programs are registered with the Oregon Department of Education under the provisions of OAR 581-021-0072.
- Private alternative education programs are registered with the Oregon Department of Education to provide special education services. If a student is eligible for special education under ORS 343.221 to 343.236 and 343.261 to 343.295, the program must be approved by the Department of Education prior to the placement of the student in the program.
- Private alternative education programs shall comply with ORS 336.615 through 336.665.
- Private alternative education programs shall comply with all Federal IDEA and 504 requirements.

- Private alternative education programs shall comply with all rules and statutes applicable to school districts and public schools:
    - Federal Law;
    - ORS 181A.195, 326.603, 326.607, and 342.223 (criminal records check);
    - ORS 329.496 (physical education);
    - ORS 337.150, 339.141, 339.147, and 339.155 (tuition and fees);
    - ORS 659.850, 659.855, and 659.860 (discrimination);
    - ORS 339.122 (advertisement requirements);
    - Health and safety statutes and rules;
    - Any statute, rule, or school district policy that is specified in a contract between the school district board and the private alternative education program.
    - Noncompliance with rules statutes may result in termination of contract.
- Private alternative education programs shall comply with required instruction in educational standards:
    - Private alternative education programs shall ensure that students receive instruction in the educational standards adopted by the State Board of Education for the grade level the program serves;
    - Students enrolled in a private alternative education program shall take the statewide assessment developed by the Department of Education under ORS 329.485;
    - Private alternative education programs shall be accountable for determining the progress of its students toward achieving academic content standard as defined in ORS 329.007;
    - Private alternative education programs shall report, at least annually, each student's academic progress, including the results of the state assessment to students, parents, and the school district.
- Private alternative education programs will be implemented in compliance with all IDEA and 504 requirements.
- Private alternative education program staff will collaborate with District 4J staff to develop IEP and 504 plans. At least one certified classroom teacher serving the student will participate as a member of the IEP or 504 team.
- Ensure all education program staff providing services under this agreement, as mandatory reporters of child abuse, receive training, is aware of their legal responsibilities for reporting, and report suspected abuse to the treatment facility supervisor who will report to the District 4J Administrator.
- Collaboration and compliance by the private alternative education programs include, but is not limited, to the following:
    - Design and implement an education plan and education profile with each student that meets the requirements of OAR 581-022-1120(3)(a) and (b) and 581-022-1130(3).
    - Each student's education plan includes criteria for determining if, when, where, and how the student may transition from the alternative program.
    - A transportation plan is in place ensuring that the program is accessible to each student approved for placement in the program.
    - Abide by the IEP team's decision on program (direct and related services) and placement level.
    - Make every reasonable effort to work closely with District 4J staff to assist in the effective delivery of the services, including implementing all accommodations, and/or modifications specified on the student's IEP.
    - Not change the student's IEP, placement, or eligibility without actin from the IEP or 504 team.
    - Ensure that the educational program is developed and implemented in conjunction and

cooperation with any treatment program.

- Require and ensure all educational program staff providing services attends any required professional training or meetings deemed appropriate by District 4J.
    - Comply with all District 4J policies regarding discipline or students including, but limited, to the following:
    - Maintain discipline data via District 4J's Student Information System.
    - Notify District 4J's special education representative of all in-school or out-of-school suspensions.
    - Cooperate with District 4J staff in conduction manifestation determination meetings prior to the tenth day of removal of a student.
    - Will not terminate a student's participation in the program or 'expel' a student without contacting District 4J and, in the case of a student with an IEP or 504, requesting a manifestation determination.
- Notify all alternative program staff that a student's IEP/504 provided (in paper copy or electronically) must maintain confidential in accordance with the following parameters:
    - IEPs are not disclosed to any other person(s) except in accordance with the Individuals with Disabilities Education Act (IDEA) and the Family Educational Rights and Privacy Act (FERPA).
    - IEPS/504s must be kept in a secure location, including copies in possession of teachers and providers.
    - All persons who receive copies of IEPs/504s or have access to IEPs/504s must be instructed regarding their legal obligation to maintain the confidentiality of student records.
    - Teachers/staff shall not disclose personally identifiable information from an IEP/504 without consent of the student's parent or legal guardian.
- If a private alternative education program staff member suspects a student may be eligible for special education and related services under IDEA of Section 504 (Child Find), community based alternative program shall notify District 4J and comply with District 4J practices and policies for conducting a pre/referral meeting to determine in the student will be evaluated for a suspected disability.
- If a parent/guardian report that they believe their student may be eligible for special education and related services under IDEA or Section 504 (Child Find) or the student themselves report that they suspect they may have a disability, the community based alternative program shall notify District 4J practices and policies for conducting a pre/referral meeting to determine if the student will be evaluated for a suspected disability.
- Expulsions shall not service as a blanket basis for rejection of a student from enrollment at a private alternative education program.
- Private alternative education programs will inform and explain rejections of District 4J student referrals.

- Private alternative education programs will work with District 4J staff to establish annual measurable and specific objectives in the areas of attendance, academic achievement, retention/drop-out rate, and other measures as determined by District 4J. Using the required formats and deadlines specified by District 4J or evaluators, the private alternative education program shall complete assessments and make reports to measure student progress in each of these areas.

- Attendance: Private alternative education programs will establish an annual goal for attendance. Students failing to attend at an adequate rate as determined by District 4J may have their placement revoked. Attendance rates are tracked using the District 4J database. Providers will be responsible for accurate entry in a timely manner and to input such data into District 4J or state computer systems. The year-end attendance average for the program will be measured against the annual goal.
- Academic Achievement: Private alternative education programs are required to use a consistent measure to assess academic performance in reading and mathematics. Programs are required to use Oregon Statewide Assessment to administer the Oregon statewide assessment. Programs will administer a pre- and post-test during an established period of time in order to assess academic growth that have been achieved. Programs may use other assessment tools to show student growth in their academic performance. Academic achievement will be tracked on the first school day of each month (according to the District 4J school calendar), at mid-grading periods and at the end of each grading period using the District 4J database. Students failing to make adequate academic progress as determined by District 4J may have their placement revoked.
- Drop-out Rate: Private alternative education programs are required to maintain accurate enrollment information for District 4J to enable District 4J to identity students who have left the alternative program and have successfully transitioned to other schools or programs, and those that are unaccounted for at school year end. This data is used by District 4J and the state to determine school drop-out rates. Private alternative education programs are required to notify District 4J when a student has left the alternative program.
- Exit Data: Assist Student Services Department in gathering exit data for special education students.
- Risk Assessments: Private alternative education programs will be required to participate in a Risk Analysis with District 4J. Evaluat8ions of the programs will be done to establish risks students face. Programs will need to provide proof of insurance.
- Other Measures: Additional performance measures may be requested by the District.

- Private alternative education providers will be responsible for collecting and reporting all data required by District 4J and the state. Providers will use District 4J's student database for entering student data. District 4J will coordinate to provide necessary training and support. Providers will be required to complete required training and confidentiality statements prior to starting entry of student data. Private alternative education providers will provide the following.
- Attendance, behavior, grades, discipline incidents, graduation, dropout and other data requested by District 4J.
- Annual student improvement goals with timelines and needed action steps.
- Local and state assessment data, including but not limited to, Oregon Statewide Assessments, Child Find and Progress Monitoring for special education students.

SCHEDULE 1

Alternative Education Services Agreement Between
Eugene School District 4J
and
Looking Glass Community Services

This Schedule 1 is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and **Looking Glass Center Point School**, hereinafter CENTER POINT SCHOOL, in accordance with and subject to the terms and conditions of the Professional Services Agreement ("Agreement"), to which this Schedule is incorporated into by reference.

Detailed Description of Services:

See Attachment B (Scope of Work).

Contract Deliverables and Payment Schedule:

The parties mutually agree that during the term of this Agreement, there will be fee agreements entered into on a per student basis (a "Per Student Agreement"). The agreed upon rate for fee agreements is $374.80 per day. The following is a list such Per Student Agreements which are hereby incorporated into this Agreement by reference:

"Center Point School Fee Agreements"

ATTACHMENT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ATTACHMENT D
FINGERPRINTING AND BACKGROUND CHECK REQUIREMENTS

Eugene School District 4J has made the following determination regarding requirement of PROVIDER to undergo preliminary background checks, fingerprinting, and criminal records check:

☐ No requirement: Provider will not have unsupervised contact with students or access to District property.

☐ Preliminary background check required (if required, must complete at least every two years)

☒ Fingerprinting and criminal records check required (one-time requirement, unless moved from the State of Oregon since initial records check)

The Provider and all individuals with whom the Provider contracts, or any employee, agent or subcontractor of a Provider, **must undergo a preliminary background check with the District**. Individuals, who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. The Oregon Department of Education provides fingerprinting services for Providers pursuant to ORS 326.603 and ORS 326.607. Individuals or the Provider, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

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

https://4j.lane.edu/16766_3

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

ITEM FOR INFORMATION

Date of Meeting
November 06, 2024

Title
Integrated Guidance (IG) 2023-24 Annual Report Presentation

Presenters
Larry Williams, Assistant Superintendent-Instruction & Access
Judy Jesiah, Manager of Financial Stewardship & Compliance for Integrated Guidance

Background

- Student Investment Account (SIA part of IG) recipients are required by statute to:
  - Review their progress on an annual basis through an annual progress report and financial audit
  - present their annual report to their governing board at an open meeting with an opportunity for public comment (cannot be consent agenda item),
  - Post the report to the district or charter school website.

- The presentation comprises of the 2023-24 IG Data
  - Annual Progress Reflection for Integrated Guidance 2023-24 school year by the Instruction Cabinet
  - Snapshot of IG Outcomes & Strategies
  - Budget and Expenditure as will be reported in the 2023-24 Annual Report to ODE

Recommendation & Next Steps.

- The district invites feedback from the community and board members on the information presented.
- The Annual Report and the board minutes will be submitted to ODE by November 30th, 2024.
- A SIA Financial Audit will be conducted and the findings will be shared with the board in Quarter 2.

Annual Progress Reflection

Identifier #	Annual Response Question	2024-25 IG Annual Progress Reflection
AR1	As you review your progress markers/overall reflection responses and reflect on plan implementation, how do you see your progress contributing to the Outcomes and Strategies in your plan and your Longitudinal Performance Growth Targets (LPGT)/Local Optional Metrics (LOM)? Discuss at least one Outcome where you have seen progress in implementation.	One outcome that we have seen progress in is our 9th grade on track. Based on the change in our high school schedule, our students are afforded the opportunity to receive 8 credits per year. All students are fully scheduled during their 9th grade year and are able to maintain that "on track" status due to having more opportunities for credits throughout their four years. If a student needs pull out or an extra support class during their four years in 4J, they would still have an opportunity to stay on track and get the extra support needed to be successful. We believe that this schedule will continue to help support our students needing extra help and/or those that did not pass a class or had extenuating circumstances that would have typically put them in the category of being "not on track to graduate."
AR2	Where have you experienced barriers, challenges, or impediments to progress toward your Outcomes and Strategies in your plan that you could use support with? Discuss at least one Outcome where you have seen challenges or barriers to implementation.	132 Some of the barriers we have seen are related to our third grade reading LPGT. The district has adopted a new reading curriculum in elementary and implementing a new curriculum takes time. Training and having staff understand the importance of using the actual curriculum as a foundation can be challenging at times. We have created a scope and sequence for training our staff and have commited to using the newly adopted curriculum district wide. This is a change in our past practices and change can be slow. The data is showing that the new curriculum is having an impact on student growth, but the true growth and ultimate impact won't be visible until a few years down the road. In the meantime, we will continue to focus on purposeful training and accountability across the district.

Outcomes & Strategies

		TOTALS	$244,781.68	$226,429.51	$47,199.96	$47,199.96	$4,404,355.21	$3,175,410.83	$14,747,284.64	$14,747,284.64
Out-come	Admin	Strategy	CSI/TSI Bdgt	CSI/TSI Spend	EIIS Bdgt	EIIS Spend	HSS Bdgt	HSS Spend	SIA Bdgt	SIA Spend
A1	Ed Mendelssohn	CTE - Center for Applied Learning	0.00	0.00	0.00	0.00	2,697,865.00	2,161,991.96	0.00	0.00
A2	Casandra Kamens	Provide Extended Learning Opportunities	0.00	0.00	0.00	0.00	594,108.21	3,781.17	825,429.00	1,317,957.00
A3	Kat Lange	Wrap Around Supports	0.00	0.00	0.00	0.00	85,292.00	104,524.93	1,395,242.65	330,245.33
A4	Kat Lange	Community Outreach & Connection	0.00	0.00	0.00	0.00	0.00	0.00	260,000.00	224,742.96
A5	Matt Brown	Alignment, Transparency & Accountability	0.00	0.00	0.00	0.00	67,025.00	57,263.58	275,433.20	500,000.00
B1	Larry Williams	Support Equity, Inclusion, and Instruction Initiatives	0.00	0.00	0.00	0.00	223,320.00	182,902.83	1,965,500.00	2,195,393.16
B2	Casandra Kamens	New Teacher Mentoring	0.00	0.00	0.00	0.00	0.00	0.00	1,246,000.00	1,293,218.99
B3	Chemika Bolden	Grow Your Own (GYO) Pathway Program	0.00	0.00	0.00	0.00	0.00	0.00	310,000.00	125,740.06
B4	Jeff Johnson	3rd Grade Literacy	0.00	0.00	0.00	0.00	0.00	0.00	1,876,000.00	2,642,552.69
B5	Jeff Johnson	Improve systems in support of students meeting academic standards at CSI/TSI Identified Schools	244,781.68	226,429.51	0.00	0.00	0.00	0.00	0.00	0.00
C1	Rob Hess	MTSS Implementation and Effectiveness District-Wide	0.00	0.00	47,199.96	47,199.96	527,845.00	483,373.85	534,579.79	398,537.76
C2	Larry Williams	Increase Adults in the system/Targeted Class Size Reduction	0.00	0.00	0.00	0.00	208,900.00	181,572.51	3,501,100.00	3,246,157.08
C3	Kerry Frazee	Integrated Prevention and Mental Health Model	0.00	0.00	0.00	0.00	0.00	0.00	1,108,000.00	1,065,671.90
C4	Jeff Johnson	Support Safety, Security, and Risk Initiatives	0.00	0.00	0.00	0.00	0.00	0.00	1,450,000.00	1,407,067.71

Note: Though overall grant spend totals are fixed, individual outcome totals are subject to change based on the results of Q4 IG grant reconciliations, which are finalized Nov

Outcom	Grant	Activity	Description	Budget	Spend (7/1/23-9/30/24)	Spend %	Unspent Budget	Notes
				$244,782	**$226,430**	**93%**	**$18,352**	**Unspent funds sent back to state**
B5	CSI/TS	Twin Rivers Charter School	ODE has identified Twin Rivers Charter School as a school that qualifies for school wide assistance.	$60,618	$60,618	100%	$0	
B5	CSI/TS	Network Charter School	ODE has identified Network Charter School as a school that qualifies for school wide assistance.	$65,210	$65,210	100%	$0	
B5	CSI/TS	Madison Middle School	Hire licensed staff at Madison MS to support students' success.	$62,548	$46,814	75%	$15,733	
B5	CSI/TS	McCornack Elementary School	Hire licensed behavior specialist staff at McCornack Elementary to support students.	$56,406	$53,787	95%	$2,619	
utcom	**Grant**	**Activity**	**Description**	**Budget**	**Spend (7/1/23-6/30/24)**	**% Spend**	**Unspent Budget**	**Notes**
				$47,865	**$47,865**	**100%**	**$0**	**Unspent funds sent back to state**
C1	EIIS	Dropout Detective Subscription	Funding to support the development and integration of data to inform decision making through the MTSS process.	$47,200	$47,200	100%	$0	
	EIIS	Village Charter School-pass through funds	Provide PD to all staff and parents in the areas of equitable and culturally responsive teaching, communication and classroom management	$665	$665	100%	$0	
utcom	**Grant**	**Activity**	**Description**	**Budget**	**Spend (7/1/23-8/15/24)**	**% Spend**	**Unspent Budget**	**Notes**
				$4,404,355	**$3,175,411**	**72%**	**$1,228,944**	**Unspent funds roll forward to use in FY25**
A1	HSS	CTE Program MOE	Continued support for current CTE programs in our high schools.	$863,585	$669,290	78%	$194,295	
A1	HSS	CALCE Forestry & Natural Resources	Build out of CTE program in the area of Forestry & Natural Resources: Center for Applied Learning & Community Engagement New Program.	$198,190	$150,859	76%	$47,331	
A1	HSS	CALCE Future Build	Continued support for this CTE program throughout the district.	$524,990	$467,798	89%	$57,192	
A1	HSS	CALCE Creative Services	Marketing and promotional material development Student-run enterprise.	$463,235	$350,270	76%	$112,965	
A1	HSS	CALCE Health Occupations	Recruit staff and begin this program.	$62,500	$0	0%	$62,500	
A1	HSS	CALCE Manufacturing	Expand manufacturing CTE programming opportunities across the district.	$20,000	$14,497	72%	$5,503	
A1	HSS	CALCE Development	Program management and establishing an office for CALCE to increase student enrollment and engagement in the Center.	$565,365	$509,277	90%	$56,088	
A2	HSS	Summer Bridge	Support for freshmen students to start high school on a pathway to success.	$344,108	$1,342	0%	$342,766	Majority of spend charged to SIA
A2	HSS	Intensive Course Development	Extended contract for teachers to design engaging and relevant coursework for students to earn additional credits during the summer.	$250,000	$2,439	1%	$247,561	Majority of spend charged to SIA
A3	HSS	15th Night Services	Community Outreach Program to support student needs.	$85,292	$104,525	123%	-$19,233	
A5	HSS	Indirect/Administration .50 FTE Position	Financial Management Analyst to coordinate, monitor and report on HSS & CSI/TSI grant budget and staffing activities.	$67,025	$57,264	85%	$9,761	

B1	**HSS**	Duck Link fees	Provide funding to support underserved students taking advanced coursework at the college level without additional fees.	$10,000	$6,336	63%	$3,664	
B1	**HSS**	AVID	Provide support for AVID training, collaboration, and school wide implementation.	$75,600	$85,847	114%	-$10,247	
B1	**HSS**	Equal Opportunity Schools	Specific outreach to underserved students and families about rigorous learning opportunities.	$127,720	$90,720	71%	$37,000	
B1	**HSS**	AP/IB Test Support	Provide funding for underserved students to take AP/IB tests.	$10,000	$0	0%	$10,000	
C1	**HSS**	9th Grade Transition Coordinators (one per high school)	4 licensed staff to support 9th grade success and collaboration.	$503,845	$450,192	89%	$53,653	
C1	**HSS**	High School Academic Supports	Support extended learning opportunities for high school students to pass classes and gain additional skills.	$24,000	$33,182	138%	-$9,182	
C2	**HSS**	Ninth Grade Counselors (SEHS & SHS)	2 licensed staff support 9th grade success.	$67,300	$67,226	100%	$74	
C2	**HSS**	Humanities for Ninth Grade	2 licensed staff to support 9th grade success, wayfinder, and collaboration.	$141,600	$114,347	81%	$27,253	
utcom	**Grant**	**Activity**	**Description**	**Budget**	**Spend (7/1/23-9/30/24)**	**% Spend**	**Unspent Budget**	**Notes**
				#########	**$15,430,351**	**100%**	**$1,932**	**Unspent funds sent back to state**
A2	**SIA**	BEST Grant	Staff, supplies, & community contracts for afterschool intervention program for the underserved	$825,429	$746,016	90%	$79,413	Partially funded through ESSER 3 FY24
A2	**SIA**	Summer Bridge	Support for freshmen students to start high school on a pathway to success.	$0	$97,280	28%	-$97,280	
A2	**SIA**	Intensive Course Development	Extended contract for teachers to design engaging and relevant coursework for students to earn additional credits during the summer.	$0	$474,661	190%	-$474,661	
A3	**SIA**	15th Night Services	Community Outreach Program to support student needs.	$33,500	$33,500	100%	$0	
A3	**SIA**	Newcomer Support	Hire EL teachers to support the newcomer emergent bilingual needs at the high school level.	$574,000	$228,359	40%	$345,641	
A3	**SIA**	Family Resource Centers at Pilot Schools	Staff, supplies, & community contracts for Family Resource Centers at Pilot Schools.	$736,383	$17,026	2%	$719,356	
A3	**SIA**	SEL Testing	FastBridge SEL Testing subscription	$51,360	$51,360	100%	$0	
A4	**SIA**	Welcome Center	Welcome Center (1 admin and 16 classified hours) staffing & supplies.	$260,000	$224,743	86%	$35,257	
A5	**SIA**	Indirect/Administration (Max 500K)	Staffing to manage SIA grant including reporting requirements and grant development and implementation.	$275,433	$500,000	182%	-$224,567	
B1	**SIA**	Affinity Groups Support	7 classified positions supporting Affinity Groups throughout the district and Affinity Group Supplies.	$541,500	$638,817	118%	-$97,317	
B1	**SIA**	Natives Program	1 admin, 2 MAPS to support the Native program, students and staff throughout the district.	$490,000	$429,653	88%	$60,347	
B1	**SIA**	Inclusion Support	2 licensed staff and 50 classified hours of support to assist where additional help is needed to support Inclusion of SPED Students.	$544,000	$629,870	116%	-$85,870	

B1	**SIA**	8th Grade AVID Support	Program staff for AVID elective at each middle school. This will ensure every middle school has an AVID elective at the 7th and 8th grade and/or provides intervention support.	$390,000	$422,053	108%	-$32,053	
B1	**SIA**	Additional Charter School Support	Additional funds to supplement Coburg Charter, Ridgeline Montessori, & Village School	$0	$75,000	7500000000%	-$75,000	Added in Q4
B2	**SIA**	New Teacher Mentoring and Support	10 licensed staff supporting new teachers with an Equity Lens throughout the district including teachers in our GYO Program and contracted training services.	$1,246,000	$1,293,219	104%	-$47,219	
B3	**SIA**	Grow Your Own Pathway Program	Supports under-represented 4J employees to become teachers through tuition and mentoring support.	$310,000	$125,740	41%	$184,260	Half funded through ESSER in FY25
B4	**SIA**	Elementary Library Pilot Staff and Activities	3 licensed staff and funds for activities at three underserved schools.	$441,000	$546,940	124%	-$105,940	
B4	**SIA**	Literacy Support	Increased building-based job embedded coaching support for literacy.	$1,435,000	$2,070,612	144%	-$635,612	
B4	**SIA**	Summer Reading Support	Genesis Summer Reading Academy	$0	$25,000	2500000000%	-$25,000	Added in Q4
C1	**SIA**	MTSS Implementation	Support the implementation of MTSS (Multi-Tiered Systems of Support) throughout the district through extended contract, training, and job-embedded coaching.	$534,580	$398,538	75%	$136,042	
C2	**SIA**	Ninth Grade Counselors (SEHS & SHS)	2 licensed staff support 9th grade success.	$150,000	$149,393	100%	$607	
C2	**SIA**	Humanities for Ninth Grade	2 licensed staff to support 9th grade success, wayfinder, and collaboration.	$251,200	$234,519	93%	$16,681	
C2	**SIA**	First Grade Literacy	Small group reading support.	$813,100	$822,218	101%	-$9,118	
C2	**SIA**	Middle School Behavior Support	One classified 7-hour position at each school to support student behavior.	$510,000	$461,817	91%	$48,183	
C2	**SIA**	Targeted Class Size Reduction	8.6 licensed staff to support middle school class size reduction. New: 9 positions to be determined by need.	$1,776,800	$1,578,209	89%	$198,591	
C3	**SIA**	Mental Health Supports	Care and Advocacy Team (8 total licensed mental health and social workers) assigned to schools throughout the district supporting students, & supplies.	$1,108,000	$1,065,672	96%	$42,328	
C4	**SIA**	Student Success Coordinators	10 licensed staff supporting student success at the elementary school level.	$1,450,000	$1,407,068	97%	$42,932	
	SIA	Coburg Community Charter School	Counseling, nurse, community outreach coordinator, EA staffing, PD	$178,081	$178,081	100%	$0	
	SIA	Network Charter School-pass through funds	Small group math instruction, PD, mental health specialist	$83,292	$81,359	98%	$1,932	
	SIA	Ridgeline Montessori	Instructional assistants, mental health specialist, SEL PD	$203,120	$203,120	100%	$0	
	SIA	Twin Rivers Charter School	Faculty salaries to run cohort support groups	$39,056	$39,056	100%	$0	
	SIA	Village Charter School	PD, counselor, instructional support, inclusive curriculum purchases	$181,451	$181,451	100%	$0	

23-24 Integrated Programs Annual Report Presentation

Eugene 4j

Coburg Community

Village

Ridgeline Montessori

Twin Rivers

Network

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Presented by
Larry Williams (Assistant Superintendent-Instruction)
Judy Jesiah (Manager -Financial Stewardship & Compliance ,IG)
Date: November 6th 2024.

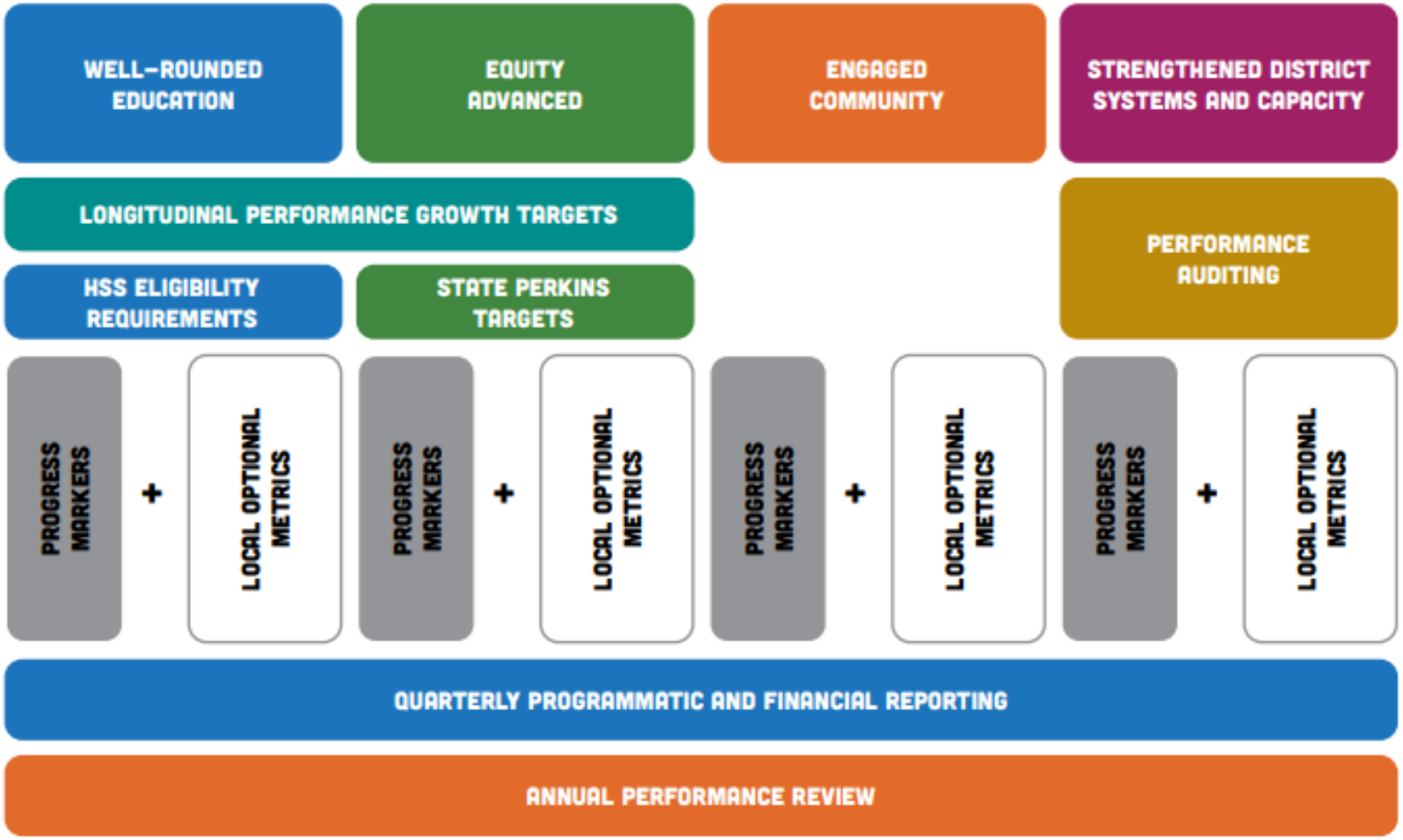
Annual Reporting Requirements

- ODE's annual report consists of two narrative questions.

- Throughout the year, grant recipients have been asked to report expenditures, three overall reflection narrative questions, and report on progress markers which will help inform overall progress and annual report.

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Summary of Integrated Programs Performance Measures



SIA Annual Report Requirements

- SIA recipients are required by statute to:
  - review their own progress on an annual basis through an annual progress report and financial audit
  - present their annual report to their governing board at an open meeting with opportunity for public comment (cannot be consent agenda item),
  - and post the report to the district or charter school website.

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- If grantee set LPGTs :
  - In Year 1 of biennium: Affirm progress has been reviewed towards meeting the LPGTs in the grant agreement (Assurance)

  - In Year 2 of biennium: Review actual metric rates compared to previously created LPGT share reflection on progress. (Narrative Question)

Focal Student Groups

- Students Navigating Poverty
- Students of Color
- Students Navigating Houselessness
- Students who are Emerging Bilinguals
- Students Recently arrived
- Students with Disabilities
- LGBTQ2SIA
- Migratory Students
- Justice Involved youth
- Students Navigating Foster Care.

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Eugene SD IG Allocation 2023-24

Activity	CSI/TSI Activity Budget 23-24	EIIS Activity Budget 23-24	HSS Activity Budget 23-24	SIA Activity Budget 23-24	Total Activity Budget 23-24
Total Allocation 2023-24	$244,781.68	$46,402.71	$4,404,355.21	$14,755,435.26	$19,450,974.86

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Charter IG Allocation 2023-24

Coburg Charter	SIA Activity Budget 23-24	Total Activity Budget 23-24
Total Allocation 2023-24	$178,179.06	$178,179.06

Ridgeline Montessori	EIIS Activity Budget 23-24	SIA Activity Budget 23-24	Total Activity Budget 23-24
Total Allocation 2023-24	$741.42	$203,232.35	$203,973.77

Village School	EIIS Activity Budget 23-24	SIA Activity Budget 23-24	Total Activity Budget 23-24
Total Allocation 2023-24	$664.77	$181,551.00	$182,215.77

Charter IG Allocation 2023-24

Network Charter	EIIS Activity Budget 23-24	HSS Activity Budget 23-24	SIA Activity Budget 23-24	Total Activity Budget 23-24
Total Allocation 2023-24	$305.82	$73,611.28	$83,337.56	$157,254.66

Twin Rivers	HSS Activity Budget 23-24	SIA Activity Budget 23-24	Total Activity Budget 23-24
Total Allocation 2023-24	$35,651.86	$39,077.26	$74,729.12

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Eugene SD-Integrated Plan

OUTCOMES & STRATEGIES		CSI/TSI	CTE	EIIS	HSS	SIA
Outcome-A	**Timely Communication & Meaningful Community Engagement**					
A1	CTE - Center for Applied Learning				X	
A2	Provide Extended Learning Opportunities				X	X
A3	Wrap Around Supports				X	X
A4	Community Outreach & Connection				X	X
A5	Alignment, Transparency & Accountability				X	X
Outcome-B	**Focus on Equitable outcomes for all with an amplified focus on the desires of underserved student communities**					
B1	Support Equity, Inclusion, and Instruction Initiatives				X	X
B2	New Teacher Mentoring					X
B3	Grow Your Own (GYO) Pathway Program					X
B4	3rd Grade Literacy					X
B5	Improve systems in support of students meeting academic standards at CSI/TSI Identified Schools	X				
Outcome-C	**Safety and well being for all students and staff**					
C1	MTSS Implementation and Effectiveness District-Wide			X	X	X
C2	Increase Adults in the system/Targeted Class Size Reduction				X	X
C3	Integrated Prevention and Mental Health Model					X
C4	Support Safety, Security, and Risk Initiatives					X

Annual Report Narrative #1

As you review your progress markers/overall reflection responses and reflect on plan implementation, how do you see your progress contributing to the Outcomes and Strategies in your plan and your Longitudinal Performance Growth Targets (LPGT)?

Discuss at least one Outcome where you have seen progress in implementation.

One outcome that we have seen progress in is our 9th grade on track. Based on the change in our high school schedule, our students are afforded the opportunity to receive 8 credits per year. All students are fully scheduled during their 9th grade year and are able to maintain that "on track" status due to having more opportunities for credits throughout their four years. If a student needs pull out or an extra support class during their four years in 4J, they would still have an opportunity to stay on track and get the extra support needed to be successful. We believe that this schedule will continue to help support our students needing extra help and/or those that did not pass a class or had extenuating circumstances that would have typically put them in the category of being "not on track to graduate."

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Annual Report Narrative #2

Where have you experienced barriers, challenges, or impediments to progress toward your Outcomes and Strategies in your plan that you could use support with?

Discuss at least one Outcome where you have seen challenges or barriers to implementation.

Some of the barriers we have seen are related to our third grade reading LPGT. The district has adopted a new reading curriculum in elementary and implementing a new curriculum takes time. Training and having staff understand the importance of using the actual curriculum as a foundation can be challenging at times.[147] We have created a scope and sequence for training our staff and have committed to using the newly adopted curriculum district wide. This is a change in our past practices and change can be slow. The data is showing that the new curriculum is having an impact on student growth, but the true growth and ultimate impact won't be visible until a few years down the road. In the meantime, we will continue to focus on purposeful training and accountability across the district.

4j -Longitudinal Performance Growth Target Progression

(November 5, 2024)

LPGT		2021-22 Actuals	2022-23 Actuals	2023-24 Target	2023-24 Preliminary
4 Year Graduation	Baseline	80.75%	**81%**	82.6%	**79%**
5 Year Graduation	Baseline	86.34%	**86%**	88.4%	**83.6%**
9th Grade On track	Baseline	85.2%	**85%**	84.5%	**85.3%**
3rd Grade Reading	Baseline	47.79%	**47%**	48%	**46%**
Regular Attendees	Baseline	68.34%	**61%**	61.30%	**64.6%**

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Note: Preliminary data (2023-24) are embargoed, and final data will not be available until December 2024 and released to the public until January 2025.

Thank You!

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

ITEM FOR INFORMATION

Date of Meeting
November 06, 2024

Title
Receive Report on Community Chats held in October and Discuss plans and ideas for November Chats

Presenters
Ericka Thessen, Board Director and Chair of Community Engagement Committee

Requested Amount of Time to Present
15 Minutes

Background or Description
The Board Community Engagement Committee has held community chats on specific topics. Individual board directors are invited, and each try to attend some of the Chats. The first chats were held in October, which will be reported on. Discussion will be held for ideas and plans for upcoming chats that will take place in November.

Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

ITEM FOR ACTION

Date of Meeting
November 6, 2024

Title
Enterprise Zone School Support Fee

Presenters
Colt Gill, Interim Superintendent
Michael Bradley, Business Liaison, City of Eugene
Amanda D'Souza, Development Programs Manager, City of Eugene
Allison Camp, Economic Development Manager, City of Springfield

Background
In 2023, the Oregon state legislature passed HB 2009, which requires cities managing Enterprise Zones to collaborate with school districts within the zone, to establish a school support fee rate.

At the October 9, 2024 Board Meeting the Board heard a presentation from Michael Bradley, Business Liaison at the City of Eugene. He provided information on Enterprise Zones and HB 2009 to facilitate potential action at this meeting.

The Eugene 4J School District boundary overlaps with both the City of Eugene's West Eugene Enterprise Zone and the City of Springfield's Springfield Community Enterprise Zone (see Attachment).

In 2023, the Oregon state legislature passed HB 2009, which requires cities managing enterprise zones to collaborate with school districts within the zone, to establish a school support fee rate. HB 2009 requires that businesses authorized for a five-year abatement pay a percentage of their tax abatement directly to the local school district in years four and five of their authorization. There is no school support fee for standard three-year authorizations.

HB 2009 stipulates that the zone sponsor and local school district must agree on a school support fee which is either 22.5% or a whole percentage (without any decimal) in the range of 15% to 30%.

The percentage rate must be set in order for an Enterprise Zone to be redesignated by the State of Oregon. Until the rate is set, Eugene and Springfield are unable to offer extended authorizations to qualifying businesses. The rate, when set, will be effective for both the Eugene and Springfield Enterprise Zones.

At the October 9, 2024 meeting, the Board directed Superintendent Gill to collaborate with Bethel School District and Springfield Public Schools to bring forward a recommendation to the

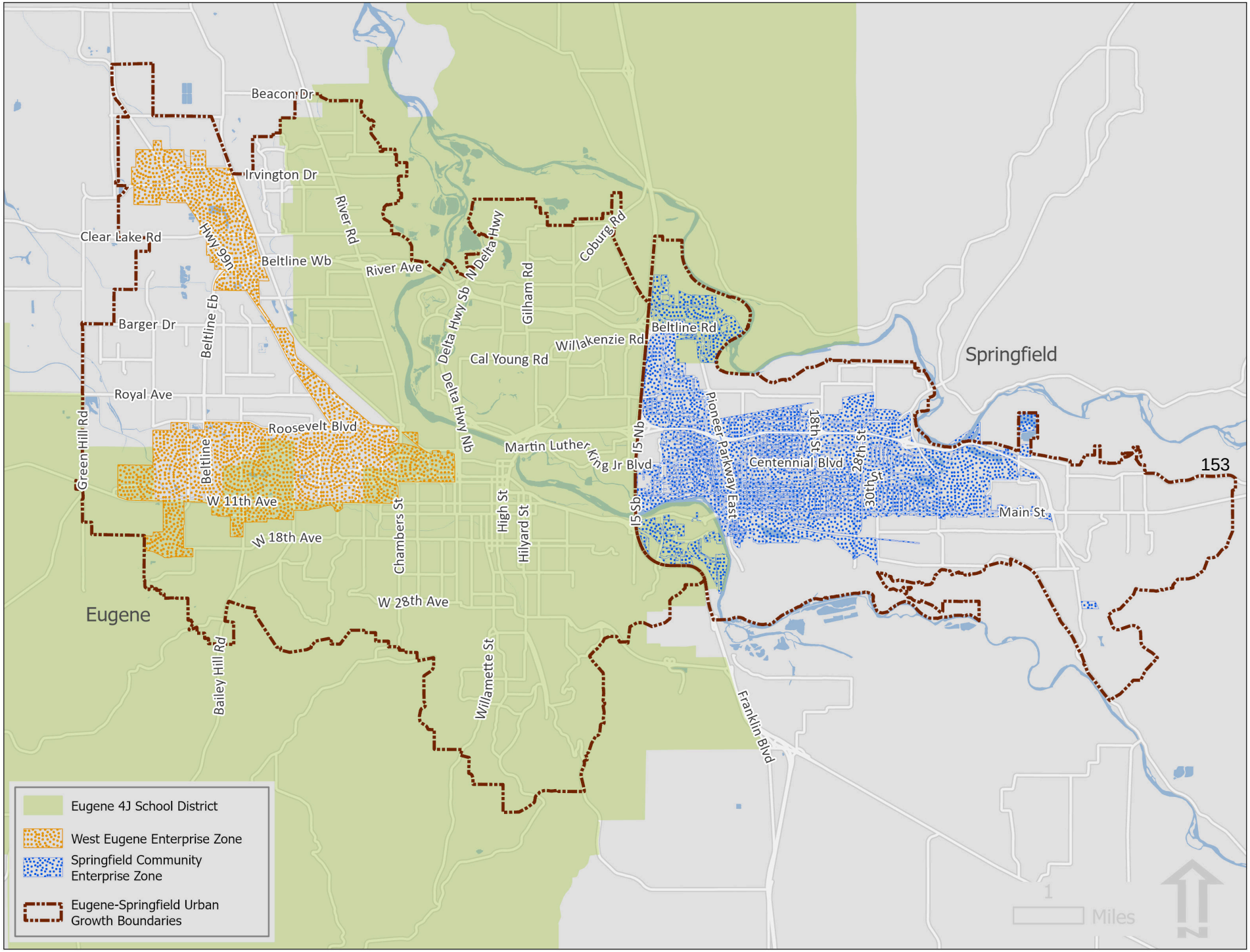
Eugene 4J School Board. Superintendent Gill also reached out to Eugene Chamber of Commerce President and CEO, Brittany Quick-Warner and Springfield Public Schools Superintendent Todd Hamilton conferred with the Springfield Chamber of Commerce.

After review of the requirements of this legislation and in alignment across the cities and school districts, all three superintendents plan to recommend their School Boards set the school support fee at 15%. This is in alignment with other known Enterprise Zones in the state, according to Business Oregon.

This fee is considered “local revenue”, because of the equalization impacts of the State School Fund Formula, the fees will not substantially increase 4J School District’s overall revenue.

Superintendent Gill recommends the Board pass a motion to, "*Direct the superintendent to enter an into agreement with the City of Eugene, City of Springfield, and Lane County to set a enterprise zone school support fee rate of 15% in accordance with ORS 285C.067*"

Amount of Time Requested
10 minutes


Beacon Dr
Irvington Dr
Clear Lake Rd
Hwy 99W
Beltline Wb
River Rd
River Ave
Delta Hwy
Coburg Rd
Gilham Rd
Barger Dr
Beltline Eb
Delta Hwy Sb
Delta Hwy Nb
Willakenzie Rd
Beltline Rd
Cal Young Rd
Springfield
Royal Ave
Green Hill Rd
Roosevelt Blvd
Beltline
W 11th Ave
Martin Luther King Jr Blvd
I5 Nb
I5 Sb
Pioneer Parkway East
18th St
28th St
30th St
Centennial Blvd
153
Main St
W 18th Ave
Chambers St
High St
Hilyard St
W 28th Ave
Eugene
Bailey Hill Rd
Willamette St
Franklin Blvd
Eugene 4J School District
West Eugene Enterprise Zone
Springfield Community Enterprise Zone
Eugene-Springfield Urban Growth Boundaries
1
Miles

Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

ITEM FOR ACTION (Second Read)

Date of Meeting
November 6, 2024

Title
Consider for approval proposed revisions to Policy BBFC – Reporting of Suspected Abuse of a Child

Presenter
Colt Gill, Interim Superintendent

Summary:
The Oregon Department of Human Services (DHS) reports the purpose of Senate Bill 231 (2023) was to align state law with the agency's current process for receiving child abuse reporting, through a centralized child abuse reporting system established by DHS. Reports must still be submitted to DHS as directed or to a law enforcement agency.

All district staff and all Board Members are mandatory reporters of child abuse. Revisions to Policy BBFC provide clarity to the process of reporting child abuse through the Department of Human Services (DHS).

Background:
Included in their April 2024 Policy Update, the Oregon School Board Association (OSBA) provided the proposed revisions to Policy BBFC – Reporting of Suspected Abuse of a Child. Revisions to Policy BBFC align with proposed revisions to policies GBNAB/JHFE and JHFE/GBNAB which were also included in the April 2024 Policy Update provided by OSBA.

The Superintendent's Policy Work Group reviewed the revisions at their July 2024 meeting. The Superintendent presented policy BBFC to Board Leadership during discussion of the scheduling of meeting agenda items.

Board members will have access to annual trainings as related to child abuse reporting.

OSBA recommends that School Boards review proposed changes to policy BBFC–Reporting of Suspected Abuse of a Child.

Code: BBFC
Adopted: 01/15/20; XX/XX/XX

Proposed Revisions Format:

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

Options and Alternatives:
The Board may choose to approve revisions to policy BBFC as proposed and re-adopt the policy. The Board may choose to direct staff to make further revisions. The Board has the authority to approve a policy on the "First Read" should they choose to do so.

Recommendation
The superintendent recommends the Board approve revisions to Policy BBFC–Reporting of Suspected Abuse of a Child.

Eugene School District 4J

Code: BBFC
Adopted: 1/15/20; XX/XX/XX

Reporting of Suspected Abuse of a Child

A Board member is a mandatory reporter of child abuse[1]. A Board member having reasonable cause to believe that any child with whom the Board member comes in contact with has suffered abuse or that any person with whom the Board member comes in contact with has abused a child shall immediately notify ~~the~~ Oregon Department of Human Services (DHS) or ~~local~~ law enforcement pursuant to Oregon Revised Statute (ORS) 419B.015. Annual training for child abuse reporting will be required and made available to Board members.

The Board member making a report of child abuse, as required by ORS 419B.010, shall make a ~~an oral~~ report through DHS[2] ~~by telephone or otherwise to the local office of the Department of Human Services, to the Designee of the department~~ or to a law enforcement agency within the county where the Board member making the report is located at the time of the contact.

The report must ~~shall~~ contain, if known,~~;~~ the names and addresses of the child and the parents of the child or other persons responsible for the care of the child,~~;~~ the child's age,~~;~~ the nature and extent of the abuse, including any evidence of previous abuse,~~;~~ the explanation given for the abuse,~~;~~ and any other information that the Board member making the report believes might be helpful in establishing the cause of the abuse and the identity of the perpetrator.

END OF POLICY

Legal Reference(s):

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

[2] How to report abuse or neglect: Oregon DHS. Call 855-503-SAFE (7233)

ORS 332.107
ORS 419B.005
ORS 419B.010
ORS 419B.

Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

ITEM FOR ACTION (Second Read)

Date of Meeting
November 6, 2024

Title
Consider for approval proposed revisions to Policy GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements**

Presenter
Colt Gill, Interim Superintendent

Summary:
The Oregon Department of Human Services (DHS) reports the purpose of Senate Bill 231 (2023) was to align state law with the agency's current process for receiving child abuse reporting, through a centralized child abuse reporting system established by DHS. Reports must still be submitted to DHS as directed or to a law enforcement agency.

All district staff and all Board Members are designated mandatory reporters of child abuse. Revisions to Policy GBNAB/JHFE provide clarity to the process of reporting child abuse through the Department of Human Services (DHS).

Background:
Included in their April 2024 Policy Update, the Oregon School Board Association (OSBA) provided the proposed revisions to Policy GBNAB/JHFE – Reporting of Suspected Abuse of a Child. Revisions to Policy GBNAB/JHFE align with proposed revisions to policies JHFE/GBNAB and BBFC which were also included in the April 2024 Policy Update provided by OSBA.

The Superintendent's Policy Work Group reviewed the revisions at their July 2024 meeting. The Superintendent presented policy GBNAB/JHFE to Board Leadership during discussion of meeting agenda items.

Annual trainings for child abuse reporting is required by district staff and board members.

OSBA recommends that School Boards review proposed changes to policy GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements** for re-adoption.

Code: GBNAB/JHFE
Adopted: 01/15/20; 12/15/21; XX/XX/XX

Proposed Revisions Format:
Revised content presented in **RED Font**;
Deleted content presented in **GREEN Font**;
Continuing policy content in **BLACK Font**

Options and Alternatives:
The Board may choose to approve revisions to policy GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements** as proposed and re-adopt the policy. The Board may choose to direct staff to make further revisions. The Board has the authority to approve a policy on the "First Read" should they choose to do so.

Recommendation
The superintendent recommends the Board approve revisions to GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements**

Eugene School District 4J

Code: GBNAB/JHFE
Adopted: 5/07/14
Revised/Readopted: 11/28/18; 2/05/20; 12/15/21; XX/XX/XX
Orig. Code(s): JHFE

Suspected Abuse of a Child Reporting Requirements**

By Oregon law (ORS 419B.005 – 419B.045) all district staff and board members are designated "mandatory reporters" and are required by law to report suspected child abuse. Any district employee who has reasonable cause to believe that any child with whom the employee has come in contact has suffered abuse[1] shall ~~orally report or cause an oral~~ report immediately ~~by telephone or otherwise to the local office of~~ to the Oregon Department of Human Services (DHS) ~~or its designee~~ through the centralized child abuse reporting system[2] or to ~~the~~ a law enforcement agency within the county where the person making the report is located at the time of the contact ~~pursuant to Oregon Revised Statute (ORS) 419B.010~~. Any district employee who has reasonable cause to believe that **any person**[3] with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made~~ in the same manner ~~to DHS or its designee or to the law enforcement agency within the county where the person making the report it located at the time of the contact pursuant to ORS 419B.010~~.

The report must contain, ~~If~~ if known, ~~the report shall contain~~ the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors[4], agents[5], volunteers[6] or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulations.

Any district employee or Board member who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to DHS ~~or its designee~~ through its centralized child abuse reporting system or ~~the local~~ to a law enforcement agency ~~pursuant to ORS 419B.015~~, and to ~~the~~ a designated licensed administrator for the building.

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

[2] How to report abuse or neglect: Oregon DHS. Call 855-503-SAFE (7233)

[3] "Person" could include ~~includes any~~ adult, student or other child.

[4] "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

[5] "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

[6] "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

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

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

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

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

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

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

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

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

The district shall provide information and training each school year to district employees on the prevention and identification of abuse and sexual conduct, the obligations of district employees under ORS 339.388 and ORS 419B.005-419B.050 and board policies to report suspected abuse of a child and sexual conduct, and appropriate electronic communications with students as described in ORS 339.372(11). The district shall make available each school year the training described above to contractors, agents, volunteers and parents and legal guardians of students attending district-operated schools. The training will be made available separately from the training provided to district employees.

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

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

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

1. A description of conduct that may constitute abuse;

2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and

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

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 339.370 - 339.400
ORS 418.257 - 418.259
ORS 419B.005 - 419B.050
OAR 581-022-2205

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

Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

ITEM FOR ACTION (Second Read)

Date of Meeting
November 6, 2024

Title
Consider for approval proposed revisions to Policy JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements**

Presenter
Colt Gill, Interim Superintendent

Summary:
The Oregon Department of Human Services (DHS) reports the purpose of Senate Bill 231 (2023) was to align state law with the agency's current process for receiving child abuse reporting, through a centralized child abuse reporting system established by DHS. Reports must still be submitted to DHS as directed or to a law enforcement agency.

All district staff and all Board Members are designated mandatory reporters of child abuse. Revisions to Policy JHFE/GBNAB provide clarity to the process of reporting child abuse through the Department of Human Services (DHS).

Background:
Included in their April 2024 Policy Update, the Oregon School Board Association (OSBA) provided the proposed revisions to Policy JHFE/GBNAB – Reporting of Suspected Abuse of a Child. Revisions to Policy JHFE/GBNAB align with proposed revisions to policies GBNAB/JHFE and BBFC which were also included in the April 2024 Policy Update provided by OSBA.

The Superintendent's Policy Work Group reviewed the revisions at their July 2024 meeting. The Superintendent presented policy JHFE/GBNAB to Board Leadership during discussion of the scheduling of meeting agenda items.

Annual trainings for child abuse reporting is required of district staff and board members.

OSBA recommends that School Boards review proposed changes to policy JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements** for re-adoption.

Code: JHFE/GBNAB

Adopted: 01/15/20; XX/XX/XX

Proposed Revisions Format:
Revised content presented in **RED Font**;
Deleted content presented in **GREEN Font**;
Continuing policy content in **BLACK Font**

Options and Alternatives:
The Board may choose to approve revisions to policy JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements** as proposed and re-adopt the policy. The Board may choose to direct staff to make further revisions. The Board has the authority to approve a policy on the "First Read" should they choose to do so.

Recommendation
The superintendent recommends the Board approve revisions to JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements**

Eugene School District 4J

Code: JHFE/GBNAB
Adopted: 5/07/14
Revised/Readopted: 11/28/18; 2/05/20; 12/15/21; XX/XX/XX
Orig. Code: JHFE

Suspected Abuse of a Child Reporting Requirements**

By Oregon law (ORS 419B.005 – 419B.045) all district staff and Board members are designated "mandatory reporters" and are required by law to report suspected child abuse. Any district employee who has reasonable cause to believe that any child with whom the employee has come in contact has suffered abuse[1] shall ~~orally report or cause an oral~~ report immediately ~~by telephone or otherwise to the local office of~~ to the Oregon Department of Human Services (DHS) ~~or its designee~~ through the centralized child abuse reporting system[2] or to ~~the~~ a law enforcement agency within the county where the person making the report is located at the time of the contact ~~pursuant to Oregon Revised Statute (ORS) 419B.010~~. Any district employee who has reasonable cause to believe that **any person**[3] with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made~~ in the same manner ~~to DHS or its designee or the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419.010~~.

The report must contain, ~~If~~ if known, ~~the report shall contain~~ the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors[4], agents[5], volunteers[6] or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulations.

Any district employee or Board member who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to DHS ~~or its designee~~ through its centralized child abuse reporting system or ~~the local~~ to a law

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

[2] How to report abuse or neglect: Oregon DHS. Call 855-503-SAFE (7233)

[3] "Person" could include ~~includes any~~ adult, student or other child.

[4] "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

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enforcement agency ~~pursuant to ORS 419B.015~~, and to ~~the~~ a designated licensed administrator for the building.

The district will designate a licensed administrator[7] and an alternate licensed administrator, in the event ~~that~~ the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

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

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

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

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

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

The district shall provide information and training each school year to district employees on the prevention and identification of abuse and sexual conduct, the obligations of district employees under ORS 339.388 and ORS 419B.005-419B.050 and board policies to report suspected abuse of a child and sexual conduct, and appropriate electronic communications with students as described in ORS 339.372(11). The district shall make available each school year the training described above to contractors, agents, volunteers and parents and legal guardians of students attending district-operated schools. The training will be made available separately from the training provided to district employees.

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2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and

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

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

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

END OF POLICY

Legal Reference(s):
ORS 339.370 - 339.400
ORS 418.257 - 418.259
ORS 419B.005 - 419B.050
OAR 581-022-2205
~~Senate Bill 51(2021).~~
Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011). ~~Senate Bill 51(2021).~~

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

ITEM FOR ACTION AT A FUTURE MEETING

Date of Meeting
November 06, 2024

Title
Consider Approval of Board Directors' Travel per Policy BHD — Board Member Compensation and Expense Reimbursement

Presenter
Maya Rabasa, Board Director

Background:
Board Policy BHD – Board Member Compensation and Expense Reimbursement indicates that when consistent with board responsibilities and district operations, individual board members may request to attend meetings, conferences, or visitations.

The district will cover the related costs of attendance at meetings, conferences or visitations when such attendance has been approved by the Board.

Board Director Maya Rabasa has expressed interest in attending the National School Board Association's (NSBA) Advocacy & Equity Institute, held Feb. 2-4, 2025, in Washington D.C., Other board directors may want to attend, as well.

The estimated per person cost to attend the institute is between $2,500.00 and $3,975.00, inclusive of travel, lodging, registration and per diem for food and incidentals. The variance is due to the unspecified lodging cost, with the rate revealed only upon completion of registration for the institute.

Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

ITEM FOR FUTURE ACTION

Date of Meeting
November 6, 2024

Title
Budget Committee Reappointment

Presenters
Matt Brown, Director of Financial Services
Colt Gill, Interim Superintendent

Background
Board Policy DBEA requires the District to form a budget committee that shall consist of seven members of the Board and seven electors appointed by the Board as required by state statute. At least one member of the budget committee must be a member of the district's educational equity advisory committee.

The term of the appointed members of a budget is three years. Budget committee members may be reappointed at the end of their term. At the end of a member's term, the Board may choose to reappoint budget committee members and/or solicit applications from the general public to serve on the budget committee.

It is the function of the budget committee to approve appropriations for expenditures before the start of each new fiscal year as presented by the Budget Officer to the committee. The budget committee may choose to change appropriation levels, however it does not have authority to make programmatic changes. Once the budget committee approves the budget it is sent to the School Board for final adoption after a public hearing.

Amy Fellows and Dave Wallace were appointed last year and served the last year of Board Director Tom Diliberto and Ericka Thessen's terms, as they transitioned to School Board service. Both Amy Fellows and Dave Wallace are eligible for reappointment and desire to continue service on the budget committee.

The Superintendent recommends reappointment of Amy Fellows and Dave Wallace to a new, and first full, three-year term on the budget committee.

Amount of Time Requested
10 minutes

Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting
November 6, 2024

Title
Approve revisions to Board Policy AC – Nondiscrimination

Presenter
Juan Carlos Cuadros, Assistant Superintendent for Equity, Inclusion and Belonging

Background:
The Oregon School Board Association (OSBA) has designated Policy AC – Nondiscrimination as a required policy.

The proposed revisions to Policy AC – Nondiscrimination were included in the April 2024 Policy Update provided by OSBA. OSBA recommends that School Boards review proposed changes to policy AC – Nondiscrimination, for re-adoption.

Summary:
House Bill 2281 (2023), effective January 1, 2024, requires a district School Board to designate one or more Civil Rights Coordinators for the district. According to HB 2281, the Civil Rights Coordinator responsibility may be delegated an existing employee of the district or the district may contract with an ESD for the services of a Civil Rights Coordinator.

HB 2281, Section 1 (see page 2 of the bill specifically) outlines the minimum responsibilities of a civil rights coordinator. Of note is the requirement to comply with rules adopted by the State Board of Education.

Oregon Administrative Rules from the Oregon State Board of Education are anticipated later this year, which will likely prompt another update to policy.

Policy AC – Nondiscrimination has been part of the district's policy manual since 2008 and has undergone several revisions since origination.

Code:	AC
Adopted:	04/02/08
Revised/Readopted:	05/06/15; 08/02/27; 11/06/19; 02/17/22
Orig. Code:	AC

Proposed Revisions Format:
Revised content presented in **RED Font**;
Deleted content presented in **GREEN Font**;
Continuing policy content in **BLACK Font**

Options and Alternatives:
The Board may choose to approve revisions to policy AC – Nondiscrimination as proposed and re-adopt the policy. The Board may choose to direct staff to make further revisions. The Board has the authority to approve a policy on the "First Read" should they choose to do so.

Recommendation:
The superintendent recommends the Board approve revisions to board policy
AC – Nondiscrimination

Eugene School District 4J

Code: AC
Adopted: 4/02/08
Revised/Readopted: 5/06/15; 8/02/17; 11/06/19; 2/17/22; XX/XX/XX
Orig. Code: AC

Nondiscrimination

The district prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status; or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

The district prohibits discrimination and harassment in, but not limited to, employment, assignment and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings. The district also prohibits discriminatory use of a Native American mascot pursuant to OAR 581-021-0047.

The Board encourages staff to improve human relations within the schools, to respect all individuals and to establish channels through which patrons can communicate their concerns to the administration and the Board.

The Board directs the superintendent to designate the district's civil rights coordinator and make contact information available to staff, students and parents.{[1]}

The superintendent shall appoint individuals at the district to contact on issues concerning the Americans with Disabilities Act and Americans with Disabilities Act Amendments Act (ADA), Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments, and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses, and phone numbers. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the district's administrative office and available on the home page of the district's website.

The district prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

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[1] {For additional information regarding civil rights coordinators and their responsibilities, see ORS 332.505(2).}

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 192.630
ORS 326.051(1)(e)
ORS 332.505
ORS 408.230
ORS 659.805
ORS 659.815
ORS 659.850 - 659.860
ORS 659.865
ORS 659A.001
ORS 659A.003
ORS 659A.006
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.040
ORS 659A.103 - 659A.145
ORS 659A.230 - 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.321
ORS 659A.409
OAR 581-002-0001 – 002-0005
OAR 581-021-0045
OAR 581-021-0046
OAR 581-021-0047
OAR 581-022-2310
OAR 581-022-2370
OAR 839-003

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2018); 29 C.F.R Part 1626 (2019).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2019).

Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting
November 6, 2024

Title
Consider Proposed Revisions to Policy DJC–Bidding Requirements

Presenter
Matt Brown, Director of Financial Services

Background:
The proposed revisions to policy DJC–Bidding Requirements, was included as a Highly Recommended policy in the April 2024 Policy Update provided by Oregon School Board Association (OSBA). (*A Highly Recommended policy, can impact district insurance coverage and rates, bond ratings, audits, or best practices and can be considered as liability related policies.*)

The proposed revisions to Policy DJC–Bidding Requirements has been placed on the meeting agenda as an Item For Action At A Future Meeting (First Read).

Summary
Although policy updates typically include revisions to language or content, the updates can also include the recommendation to delete a policy completely. This summary reflects recommendation from the Oregon School Board Association (OSBA) to delete policy DJC and replace them with the new proposed version of Policy DJC – Bidding Requirements.

OSBA recommends deleting the current versions of the following policies:

- DJC–Bidding Requirements *delete current policy*
- DJC-AR–Exemptions from Competitive Bidding and Special Procurements *delete current AR*
- DJCA–Personal Service Contracts *delete current policy*

The proposed Policy DJC–Bidding Requirements outlines the procurement requirements for Small Procurement, Intermediate Procurement, Regular Procurement, Emergency Procurement, Sole-Source Procurement and Personal Services Contracts.

Additionally, the proposed policy DJC–Bidding Requirements, reflects the new amounts for the procurement levels passed in House Bill 1047 (2023) and that went into effect January 1, 2024. The policy also defines “public improvements” for purposes of the procurement levels,

defines “community benefit contract” and the “Construction Manager/General Contractor procurement.”

The proposed administrative regulation, DJC-AR–Exemptions from Competitive Bidding and Special Procurements, has been updated and continues to provide guidance for procurements which are exempt from competitive bidding or are special procurements.

District staff who lead the work in the following departments Finance, Facilities, Nutrition & Warehouse, Technology and Transportation have reviewed the proposed revisions to Policy DJC–Bidding Requirements and Administrative Regulation DJC-AR – Exemptions from Competitive Bidding and Special Procurements as provided by OSBA and support the changes in policy.

Board approval of the proposed Policy DJC–Bidding Requirements will bring the district into compliance with current law.

Code: DJC
Adopted: XX/XX/XX

Proposed Revisions Format:
Revised content presented in **RED Font**;
Deleted content presented in **GREEN Font**;
Continuing policy content in **BLACK Font**

Options and Alternatives:
The Board may choose to approve revisions to Policy DJC–Bidding Requirements as proposed and adopt the new version of the policy. The Board may choose to direct staff to make further revisions. The Board has the authority to approve a policy on the “First Read” should they choose to do so.

Recommendation
The superintendent recommends the Board approve Policy DJC-Bidding Requirements

Eugene School District 4J

Code: DJC
Adopted: 2/14/18

Bidding Requirements
(Version 1)

The Board is the Local Contract Review Board (LCRB) for the district. All public contracts shall be invited in accordance with applicable competitive procurement provisions of the Oregon Revised Statutes and the adopted public contracting rules.

The Board, acting as its own LCRB, adopts the *Oregon Attorney General's Model Public Contract Rules*, Oregon Administrative Rule (OAR) Chapter 137, Divisions 046 through 049 in effect at the time this policy is adopted.

The district shall procure the construction manager/general contractor services in accordance with model rules the Attorney General adopts under Oregon Revised Statute (ORS) 279A.065(3).

Additionally, the Board may include as part of its rules portions of the Oregon Department of Administrative Services rules governing Public Contract Exemptions, OAR Chapter 125, Divisions 246-249 in effect at the time this policy is adopted.

Where necessary, the Board has made the written findings required by law for exemptions from competitive bidding. Such findings shall be maintained by the district and made available on request.

The district shall review its rules each time the Attorney General adopts a modification of the model rules, as required by ORS 279A.065(6)(b), to determine whether any modifications need to be made to district rules to ensure compliance with statutory changes. New rules, as necessary, shall be adopted by the Board. In the event it is unnecessary to adopt new rules, Board minutes will reflect that the review process was completed as required.

The Board recognizes that a public contracting agency that has not established its own rules of procedure as permitted under ORS 279A.065(5) is subject to the model rules adopted by the Attorney General, including all modifications to the model rules that the Attorney General may adopt.

Procurements estimated to be in excess of $250,000 shall go through the cost analysis and feasibility process described in ORS 279B.

END OF POLICY

Legal Reference(s):

ORS Chapter 279
ORS Chapter 279A
ORS Chapter 279B
ORS Chapter 279C
ORS 670.600
OAR Chapter 125, Divisions 246 - 249
OAR Chapter 137, Divisions 045 - 049
OAR 459-005-0020

OREGON PROCUREMENT MANUAL, Oregon Department of Administrative Services.

~~**Cross Reference(s):**~~

~~DJ – District Purchasing~~
~~DJCA – Personal Services Contracts~~

DELETE

Eugene School District 4J

Code: DJC-AR
Revised/Reviewed: 3/03/21
Orig. Code: DJC-AR

Special Procurements and Exemptions from Competitive Bidding

(Version 1)

I. Special Procurements for Public Contracts (other than contracts for public improvements)

A. Purpose and Process

1. The district may award a public contract as a special procurement pursuant to the requirements of this regulation and ORS 279B.085, which permits Class Special Procurements. The LCRB may approve the a special procurement if it finds that the special procurement:

   a. is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts, and
   b. is reasonably expected to result in substantial cost savings to the district or to the public, or
   c. otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under Oregon Revised Statute (ORS) 279B.055, 279B.060, 279B.065, 279B.070 or under any related rules.

2. Definitions. A "Class Special Procurement" means a contracting procedure that differs from the procedures described in ORS 279B.055, 279B.060, 279B.065, 279B.070 or related rules and is for the purpose of entering into a series of contracts over time or for multiple projects. A "Contract-Specific Special Procurement" means a contracting procedure that differs from the procedures described in ORS 279B.055, 279B.060, 279B.065, 279B.070 or related rules and is for the purpose of entering into a single Contract or a number of related Contracts on a one-time basis or for a single project. A "Special Procurement" means, unless the context requires otherwise, a Class Special Procurement or Contract-Specific Procurement or both.

3. When the LCRB approves a Class Special Procurement, the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for a special procurement.

4. Prior to utilizing a Class Special Procurement, the authorized procurement manager or designee will document in writing in the Procurement File the reasons why the contract qualifies as a Class Special Procurement under these administrative regulations, including any required findings. Except as provided in this regulation, any contracts awarded pursuant to a special procurement with the contract price exceeding the $150,000 threshold of delegated authority are subject to approval by the Board.

5. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055(4).

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6. If the district intends to award a contract through special procurements that calls for competition among prospective contractors, the district shall award the contract to the contractor it determines to be most advantageous to the district.

B. Approval of Special Procurements

The Board of Directors, acting as the Local Contract Review Board for the Eugene School District 4J, hereby approves and designates the following classes of contracts for special procurement:

1. **Advertising Contracts, Purchase or Sale**. The district may purchase advertising in any medium, regardless of the dollar value of the contract, without competitive bidding. The district may sell advertising for district publications or activities, regardless of the dollar value of the contract, without competitive bidding, for activities including school newspapers, yearbooks, athletic programs, drama or music and similar functions. This exception may only be used for advertising contracts that comply with all relevant district policies, including policies KJ-Commercial Activities and KJA-Materials Distribution.

2. **Equipment Repair or Overhaul**.

   a. If the proposed contract is less than or equal to $150,000, the district may enter into a public contract for equipment repair or overhaul without competitive procurement, subject to the following conditions:

      (1) Where the extent of the repair or overhaul is unknown or not easily identified; or
      (2) Where service or parts requirements are unpredictable; or
      (3) Service or parts required are for equipment for which specially trained personnel are required and such personnel are available from only one source; and
      (4) Conducting a competitive process is impractical. The district must document in the Procurement File the reasons why a competitive process was deemed to be impractical.

   b. If a school or department official thinks the contract may exceed $150,000, they shall submit in writing to the Superintendent or designee the reasons why competitive bidding is deemed to be impractical and a description of the cost savings to be obtained by an exempted purchase. The Superintendent or designee may prepare a specific request for the anticipated contract to be authorized as a contract-specific special procurement exempted from certain competitive bidding or proposal requirements under ORS 279B by approval of the LCRB and subject to the conditions of ORS 279B.085(4).

3. **Brand Names or Products "or Equal"**

   a. "Or Equal" Specification.

      (1) A Brand Name or Equal Specification may be used when the use of a Brand Name or Product or Equal Specification is advantageous to the district, as determined by the Superintendent or designee, because the Brand Name describes the standard of quality, performance, functionality, and other characteristics of the product needed by the district.
      (2) The district may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent" or similar

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~~language if there is no other practical method of specification after documenting each of the following in the Procurement File:~~

~~(a) A brief description of the solicitation(s) to be covered, including contemplated future purchases;~~
~~(b) The brand name, mark or product to be specified; and~~
~~(c) The reasons the district is seeking this procurement method, which shall include the following findings:~~

~~(i) It is unlikely that specification of the brand name, mark or product will encourage favoritism in the award of the public contracts or substantially diminish competition; and~~
~~(ii) Specification of the brand name, mark or product would result in substantial cost savings to the district; or~~
~~(iii) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies. The scope of "compatibility" for Class Special Procurement includes technical compatibility, technological equity and equivalent ease of training, durability, and use. "Compatibility" also includes, without limitation, compatibility among equipment in a standardized technology bundle developed to deliver curriculum in a classroom.~~

~~(d) Nothing in this section may be construed as prohibiting the district from specifying one or more comparable products as examples of the quality, performance, functionality, or other characteristics of the product needed by the district.~~

~~b. Specifying a Particular Make or Product. A Brand Name Specification may be prepared and used only if the Superintendent or designee determines for a solicitation or a class of solicitations that only the identified Brand Name Specification will meet the needs of the district based on one or more of the following findings:~~

~~(1) That use of a Brand Name Specification is unlikely to encourage favoritism in the awarding of Public Contracts or substantially diminish competition for Public Contracts; and~~
~~(2) That use of a Brand Name Specification would result in substantial cost savings to the district;~~
~~(3) That there is only one manufacturer or seller of the product of the quality, performance, or functionality required; or~~
~~(4) That efficient utilization of existing Goods requires the acquisition of compatible Goods or Services. For the purposes of this finding, "compatibility" includes, without limitation, technical compatibility, technological equity, and equivalent ease of training, durability, and use. "Compatibility" also includes, without limitation, compatibility among equipment in a standardized technology bundle developed to deliver curriculum in a classroom.~~

~~4. **Copyrighted Materials and Creative Works.** The district may directly purchase copyrighted materials or creative works regardless of dollar value if available from only one source. Examples of copyrighted materials covered by this exemption may include, but are not necessarily limited to, new~~

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adopted textbooks, workbooks, curriculum kits, on-line curriculum, reference materials, books, periodicals, audio and visual media, and non-mass-marketed software. Examples of creative works covered by this Class Special Procurement include, but are not limited to, artwork, music, uncopyrighted writings, and similar works. This class special procurement includes instructional resources (digital resources, educational resources, learning management systems, open educational resources) that are vetted and approved through the process described within Administrative Regulation IIA-AR "Instructional Materials Selection."

5. **Product Prequalification**. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:

   a. The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in ORPIN or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
   b. The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
   c. If the district denies an application for including a product on a list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within ten calendar days to the district to request review and reconsideration of the denial.

6. **Spot Buys.** This Special Procurement provides a process for the district to procure products that are available for a limited period of time at "lower-than-normal" prices (also referred to as "spot buys").

   a. Regardless of dollar value and without competitive procurement, the district may purchase "spot buys."
   b. The district may procure an unlimited dollar value of products when any of the following conditions are present:

      (1) A non-exclusive mandatory-use contract or regularly scheduled Bid process already exists for the item being purchased; or
      (2) The proposed unit price of the item(s) to be purchased is significantly less than a comparable item's price on an existing mandatory-use contract, recent bid, or based on obtaining at least three quotes, and the amount saved exceeds any additional administrative costs incurred to purchase the item using this Special Procurement; or
      (3) The product being purchased has limited availability (i.e., the product may no longer be available or available at the special price upon completion of normal bid processes); or
      (4) Any mandatory-use contract currently in place for the item being purchased contain clauses allowing for the use of this Special Procurement.

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c. Notwithstanding subsection 6(b) above, the district may not purchase a spot buy if doing so would jeopardize fulfillment of a guaranteed minimum volume under an existing mandatory-use contract;

d. Purchases may only be made under this Special Procurement if documentation to the Procurement File demonstrates that one or more of the conditions set forth in Section (6)(b) apply to the proposed purchase.

7. **Requirements Contracts** (Blanket Purchase Orders, Price Agreements).

a. A requirements contract may be established for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, creating standardization among schools and departments, and reducing lead time for ordering. The district may enter into requirements contracts to purchase Goods or Services for an anticipated need at a predetermined price, but the Contract must be let by a Competitive Procurement process pursuant to the requirements of these regulations.

b. Schools and departments may purchase goods and services from a Contractor Awarded a requirements contract without first undertaking additional Competitive solicitation up to the amount set forth in the requirements contract.

c. The district may use a requirements contract entered into by another Public Agency when the Original Contract was let pursuant to ORS 279A and 279B, and allows other public agency usage of the contract. If required for use, obtain permission from the original contracting agency and complete any required documentation (interagency agreement, contract) permitting use by the district;

d. The term of the district's requirements contract, including renewals, may not exceed five (5) years or the term stated in the original solicitation, whichever is shorter.

8. **Purchase of Used Personal Property.** The district may purchase used property or equipment without obtaining competitive bids or quotes, if the district has determined that the purchase will result in cost savings to the district and will not diminish competition or encourage favoritism.

a. "Used personal property or equipment" is property or equipment that has been placed in its intended use by a previous owner or user for a time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used" at the time of the district purchase.

b. "Used personal property or equipment" generally does not include property or equipment if the district was the previous user, whether under a lease, as part of a demonstration, trial, or pilot project, or under a similar arrangement.

c. Notwithstanding Board Policy DJ for delegation of authority, the Board hereby authorizes the district to enter into and approve payment on a contract for the purchase of used personal property up to $150,000.

d. For purchases of used personal property or equipment totaling $150,000 or more, the district shall attempt to obtain three competitive quotes. The district will keep a written record of the source and quote amounts received. If three quotes are not available, a written record must be made of the attempt to obtain quotes. If practical, the district will also advertise the proposed procurement. Any resulting contract to purchase will be presented to the Board for approval prior to award.

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9. **Telecommunications Services.** The district shall secure the most competitive, cost-effective telecommunications services of the quality needed to meet all service performance requirements while minimizing administrative and service delivery costs. The district will use routine purchasing procedures whenever possible, but if necessary, the district can consider alternative procurement methods in accordance with this regulation. The district will generally follow the normal competitive procurement processes in obtaining telecommunications services. This process will only be used, if necessary, where there is a lack of sufficient competition to furnish needed services.

   a. In determining the appropriate procurement method for telecommunications services, the district shall comply with the requirements of ORS 276A.206 and determine whether competition exists. In determining whether competition exists, the district will consider the applicability of the following factors:

      (1) The extent to which alternative providers exist in the relevant geographic and service market; the greater area of Lane County;
      (2) The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance. For example, if the district requires digital services, analog services are not comparable or substitutable. If the district requires fiber optic technology, then copper, microwave or satellite transmission technology may not be comparable or substitutable;
      (3) The extent to which alternative providers can respond to the district's interest in consistency and continuity of services throughout its service area, volume discounts, equitable service for all users, centralized management and limiting District liability. For example, to be considered as the district's long-distance service provider, any long-distance service vendor must be able to meet, support and interface with the district's centralized automated billing requirements.

      The district must document to the Procurement File its findings on these factors and any other factors used in determining whether competition exists. In developing its findings, the district may solicit the information either through informal telephone or written contacts or through a formal solicitation such as an RFP.

   b. If the district determines that competition does not exist in the area for the relevant service, the district may proceed to secure the service on a sole source or service monopoly basis.

10. **Software and Hardware Maintenance, Licenses, Subscriptions and Upgrades.** The district may enter into a contract and may renew existing contracts for proprietary information technology and telecommunications services, and hardware or software maintenance, licenses, subscriptions and upgrades without competitive solicitation where the maintenance, upgrades, subscriptions, and licenses are either available from only one source or, if available from more than one provider, are obtained from the District's current provider in order to utilize the pre-existing knowledge of the vendor regarding the specifics of the District's hardware or software system. The district must document its findings in writing which establish that the district is qualified to use this Class Special Procurement. In making this determination, the district may consider the functionality of the existing system with upgrades or continued service, long-term cost, ease of use, integration with existing technology or systems, or other factors.

11. Hazardous Material Abatement.

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a. The district may enter into Public Contracts without Competitive Procurement, regardless of dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted by the Oregon Department of Environmental Quality ("DEQ") under ORS Chapter 466, especially ORS 466.605 through 466.680.
b. The district must, to the extent reasonable under the circumstances, encourage competition by attempting to obtain informal quotes from potential suppliers of goods and services.
c. The department responsible for managing or coordinating the clean-up must submit to the district purchasing team a written description of the circumstances that require the cleanup and a copy of the DEQ order for the clean-up, along with a requisition authorizing the contract.
d. The district purchasing team must record the measures taken under paragraph (b) of this section to encourage competition, the quote or proposal amounts obtained, if any, and the reason for selecting the contractor to whom award is made.
e. The district shall not contract pursuant to this exemption in the absence of an order from the DEQ to clean-up a site that includes a time limit that would not allow the district to hire a contractor under normal Competitive Procurement procedures. Goods and services to perform other hazardous material removal or clean-up will be purchased in accordance with normal Competitive Procurement procedures as described in these regulations and district policy.
f. The district will report the nature and amount of the contract to the Board at their next regularly scheduled board meeting.

12. **Donated Materials or Services**. The district may directly negotiate a contract with a person to perform services or provide goods regardless of dollar amount, if:

a. The person has agreed to donate all or a significant portion of the materials or services necessary to perform the work; and
b. The person enters into a license or agreement with the district whereby the person agrees to comply with the Public Contract requirements applicable to the particular project and any requirements that the district deems necessary or beneficial to protect the district.

13. **Purchases through Federal Programs**. The district may purchase certain authorized goods and services through General Service Administration federal programs or federal contracts, provided that the district has federal authorization to purchase through the federal program and the federal contract was solicited in a manner substantially equivalent to the requirements of the Oregon Public Contracting Code and the applicable Oregon Attorney General Model Rules.

14. **Purchases under Contracts Solicited by Nonprofit Procurement Organizations of Which the district is a Member**. The district may purchase goods or services under a contract or procurement solicited by a Nonprofit Procurement Organization of which it is a member. For the purposes of this Special Procurement, such a Procurement Organization will be considered to be an "Administering Contracting Agency" and a "Contracting Purchasing Group". Such procurement must otherwise comply with the requirements for permissive, joint, or Interstate Cooperative Procurements, as applicable.

15. **Flexible Services Contractor Pool (FSCP)**. The district may establish a FSCP for goods, services, or construction services that are not Public Improvements for a particular class of services, where the need for such services is ongoing in nature, where it is difficult to anticipate the service need, time, amount, or availability of contractors, or where service needs arise so quickly that it is not practical

DELETE

~~or cost-effective to conduct individual solicitations under these regulations. A FSCP shall comply with the following requirements:~~

~~a. Solicitation to Create a FSCP. A FSCP for goods or services shall be solicited based on the total cost of the work estimated to be awarded through the FSCP during its life. If the total amount of the work is estimated to be over $150,000, the district shall use a Competitive Sealed Proposals process. If the total amount of the Work is $150,000 or less, the FSCP may be solicited pursuant to the Intermediate Procurement process.~~

~~(1) The district shall document the reasons for establishing a FSCP consistent with this regulation in the Procurement File.~~
~~(2) The solicitation shall describe the class of contracts services that can be awarded by contract to contractors in the FSCP. The district may not award contracts outside the designated class of contracts to the FSCP.~~
~~(3) The solicitation shall set forth the number of contractors that will be appointed to the FSCP, the selection criteria, and the methodology for ranking the requests and selecting the contractors to be appointed to the pool.~~
~~(4) The solicitation may request a binding Price Quote or rate that will become part of a subsequent contract or may establish the pool based on qualification alone.~~
~~(5) The solicitation may set or limit the value of the Work to be performed by the FSCP.~~

~~b. Contracting for Work from a FSCP. Once a FSCP has been established, the district may negotiate contracts directly with contractors in the pool to perform certain services or provide certain goods within the established scope of the work. Upon creation of the FSCP,~~
~~c. the district will generate a random list of names of the contractors appointed to the FSCP. Contracts for individual services or goods will be offered, negotiated, and awarded sequentially to contractors on the FSCP list. Once the district has offered a contract to all of the contractors in the FSCP (whether or not some or all of the contractors have accepted the offer), a new random FSCP list will be generated. The district may offer a contract to contractors out of sequence in the following circumstances:~~

~~(1) The contractor that is next on the list declines or is unavailable during the time period needed.~~
~~(2) Contract negotiations with the next-listed Contractor are not successful.~~
~~(3) The project is for goods or services that is a continuation of, addition to, or connected with goods or services previously performed by a contractor on the list, and such prior experience means that it is in the best interest of the district to award the contract to the contractor that performed the prior work or provided the prior goods.~~
~~(4) The nature of the project is such that the district determines that an additional analysis of contractor capability or capacity is required. In order to make this determination, the district shall conduct an intermediate procurement limited to contractors in the FSCP.~~

~~If a Contractor is selected outside of the sequence, the reason shall be documented in writing in the Procurement File.~~

~~d. Any FSCP established under this regulation will expire no later than five years from the date of closing of the solicitation.~~

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e. Appointment to a FSCP does not guarantee that a contractor will receive a particular amount of work or orders, or any work or orders at all.
f. The establishment of a FSCP does not preclude the district from procuring goods or services that would otherwise fall within the FSCP from other contractors through any other procurement method authorized under these regulations.
g. At any time during the term of an FSCP, the district may request confirmation from a contractor or contractors in the pool that the contractor continues to maintain the skills, personnel, inventory, or other capability needed to perform the class of work or provide the required goods or services.

16. **Contracts for Price-Regulated Items**. The district may contract for the direct purchase of goods or services where the rate or price for the goods or services being purchased is established by federal, state, or local regulatory authority without competitive solicitation.

17. **Expedited Contracting Process in Order to Access State, Federal, or Grant Funding**. The district may waive any or all of the solicitation procedures under District Policy DJC in the following circumstances:

a. The state or federal government or a granting entity has adopted a funding program or made funding available to assist the district in purchasing Goods or Services and has attached a time deadline to have a Contract in place or underway or completed in order for the district to access or be eligible for those funds.
b. The district determines that compliance with the solicitation procedures in this regulation could jeopardize the district's ability to access or be eligible for such funding under the timeline established by the state or federal government or granting entity.
c. The district provides for an alternative contracting process.
d. The reasons for and extent of the waiver are documented in the Procurement File.
e. The district will report the nature and amount of the contract to the Board if the contract is over the Superintendent's delegated authority.

18. Hotel and Space Rental Contracts

a. The district may rent a room or meeting facility in a hotel, event space, or other venue for District purposes without competitive procurement.
b. The district may hire a caterer without competitive procurement where use of a particular caterer or catering service is a condition of rental of a facility.

II. Class Exemptions for Public Improvement Contracts

The Board of Directors, acting as the Local Contract Review Board, declares the following classes of Public Improvement Contracts exempt from Competitive Bidding:

1. **Brand Names or "Or Equal"**

a. Generally, the district's solicitation document in contracts for public improvements must not expressly or implicitly require any product by Brand Name or mark, nor must it require the product from a particular manufacturer or seller, expect pursuant to an exemption granted under ORS 279C.345(2) and subject to the limitations of this regulation.

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b. The district may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent" or similar language if there is no other practical method of specification.

c. The Superintendent is delegated the authority to exempt products from the prohibition in paragraph (a) above, pursuant to ORS 279C.345, after documenting the following in the Procurement File any of the following Findings:

(1) It is unlikely that specification of the brand name, mark or product will encourage favoritism in the award of the public improvement contracts or substantially diminish competition for such contracts; or

(2) The specification of the brand name, mark or product, or the product of a particular manufacturer or seller, would result in cost savings to the district; or

(3) There is only one manufacturer or seller of the product of the quality required; or

(4) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.

d. The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.

2. **Purchases under Contracts Solicited by Nonprofit Procurement Organizations of Which the district is a Member**. The District may purchase Public Improvements under a Contract or Procurement solicited by a Nonprofit Procurement Organization of which it is a member. For the purposes of this Special Procurement, such a Nonprofit Procurement Organization will be considered a "Contracting Purchasing Group", and a Procurement must comply with the requirements for Joint Cooperative Procurements.

3. **Flexible Services Contractor Pool (FSCP)**. The District may establish a FSCP for a particular class of Public Improvements where the need for such work is ongoing in nature, where it is difficult to anticipate the Service need, time, amount, or availability of Contractors, or where Service needs arise so quickly that it is not practical or cost effective to conduct individual solicitations under these regulations. A FSCP shall comply with the following requirements:

a. Solicitation to Create an FSCP. A FSCP for Public Improvements shall be solicited based on the total cost of the work estimated to be awarded through the FSCP during its life. If the total amount of the work is estimated to be over $150,000, the district shall use a formal RFQ process or an RFP process. If the total amount of the work is $150,000 or less, the FSCP may be solicited pursuant to the Intermediate Procurement process.

(1) The district shall document the reasons for establishing a FSCP consistent with this regulation in the Procurement File.

(2) The solicitation shall describe the class of contracts that can be awarded to contractors in the FSCP. The district may not award contracts outside of the designated class of contracts to the FSCP.

(3) The solicitation shall set forth the number of contractors that will be appointed to the FSCP, the selection criteria, and the methodology for ranking the requests and selecting the contractors to be appointed to the pool.

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(4) The solicitation may request a binding Price Quote or time and materials rate that will become part of a subsequent contract or may establish the pool based on qualification alone.
(5) The solicitation may set or limit the value of the work performed by the FSCP.

b. Contracting for Work from an FSCP. Once a FSCP has been established, the district may negotiate contracts directly with contractors in the pool to perform specific work within the established scope of the work. Upon creation of the FSCP, the district will generate a random list of names of the contractors appointed to the FSCP. Contracts for individual work will be offered, negotiated, and awarded sequentially to contractors on the FSCP list. Once the district has offered a contract to all the contractors in the FSCP (whether or not some or all of the contractors have accepted the offer), a new random FSCP list will be generated. The district may offer a contract to contractors out of sequence in the following circumstances:

(1) The contractor that is next on the list declines or is unavailable during the time period needed.
(2) Contract negotiations with the next-listed contractor are not successful.
(3) The project is for a Public Improvement that is a continuation of, an addition to, or connected with a public improvement previously constructed by a contractor on the list, and such prior experience means that it is in the best interest of the district to award the contract to the contractor that performed the prior work or provided the prior goods.
(4) The nature of the project is such that the district determines that an additional analysis of contractor capability or capacity is required. In order to make this determination, the district shall conduct an Intermediate Procurement limited to contractors in the FSCP.

If a Contractor is selected outside of the sequence, the reason shall be documented in Writing in the Procurement File.

c. A FSCP established under this Section will expire after three years from the date of closing of the solicitation, unless reestablished as provided in this regulation.
d. Appointment to a FSCP does not guarantee that a contractor will receive a particular amount of work or orders or any work or orders at all.
e. The establishment of a FSCP does not preclude the district from procuring public improvements that would otherwise fall within the FSCP from other contractors through any other procurement method authorized under these regulations.
f. At any time during the term of an FSCP, the district may request confirmation from a contractor or contractors in the pool that the contractor continues to maintain the skills, personnel, inventory or other capability needed to perform the class of work or provide the required goods.
g. If a FSCP for public improvements is reasonably estimated to include Projects that will total over $50,000 during the life of the FSCP, public improvement contracts awarded to contractors on a FSCP list shall require the payment of prevailing wages pursuant to ORS 279C.800 through 279C.870.

4. **Requirements Contracts (Blanket Purchase Orders, Price Agreements)**

a. Requirements contracts may be established for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining

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district requirements for volume discounts, creating standardization among schools and departments, and reducing lead time for ordering. The district may enter into a requirements contract to purchase Public Improvements for an anticipated need at a predetermined price, but the contract must be solicited by a Competitive Procurement process pursuant to the requirements of these regulations based on the total Contract Price.

b. The district may purchase Public Improvements from a contractor awarded a requirements contract without first undertaking additional competitive solicitation up to the amount set forth in the contract.

c. The district may use the Price Agreement entered into by another Oregon Public Agency when the original contract was let pursuant to Public Contracting Code.

d. The term of the requirements contract, including renewals, may not exceed the term stated in the original solicitation.

e. If a requirements contract for Public Improvements will exceed $50,000 over the term of the agreement, the contract shall require the payment of prevailing wages pursuant to ORS 279C.800 through 279C.870.

5. **Expedited Contracting Process in Order to Access State, Federal, or Grant Funding**. The district may waive any or all of the solicitation procedures in the following circumstances:

a. The state or federal government or granting entity has adopted a funding program or made funding available to assist the district in constructing public improvements and has attached a time deadline to have a contract in place, a project underway, or a project completed in order for the district to access or be eligible for those funds. Such programs include, without limitation, the American Recovery and Reinvestment Act of 2009 ("ARRA") and similar programs.

b. The district determines that compliance with the solicitation procedures in this regulation could jeopardize the district's ability to access or be eligible for such funding under the timeline established by the state or federal government or granting entity.

c. The district provides for an alternative contracting process.

d. The reasons for and extent of the waiver are documented in the Procurement File.

e. The district will report the nature and amount of the contract to the Board if the contract is over the superintendent's delegated authority as set forth in Board Policy.

6. **Product Prequalification**. For contracts for public improvements, when specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:

a. The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in ORPIN or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and

b. The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement

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~~for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.~~

c. ~~If the district denies an application for including a product on a list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within ten calendar days to the district business manager to request review and reconsideration of the denial.~~

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Eugene School District 4J

Code: DJCA
Adopted: 7/02/73
Revised/Readopted: 6/13/01; 1/11/12; 2/14/18
Orig. Code: DJCA; 6730

Personal Services Contracts

Selection of a personal services contractor will be based primarily on qualifications and performance history, expertise, knowledge and creativity and the ability to exercise sound professional judgment.

All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price.

Contracts for personal services in excess of $150,000 shall require prior Board approval.

The superintendent will develop administrative regulations as necessary to implement this policy.

END OF POLICY

Legal Reference(s):

ORS Chapters 279
ORS Chapters 279A, 279B and 279C
ORS 332.107
ORS 670.600
OAR 459-010-0030

INTERNAL REVENUE SERVICE, PUBLICATION 1779: INDEPENDENT CONTRACTOR OR EMPLOYEE (Rev. 3-2012).

Cross Reference(s):

DJC - Bidding Requirements

Eugene School District 4J

Code: DJC
Adopted: XX/XX/XX

Bidding Requirements

The Board is considered the Local Contract Review Board (LCRB) for the district. The Board has adopted the Oregon Attorney General's Model Public Contracting Rules (OAGCR), rather than creating its own separate rules of procurement.[1]

Additionally, the district may include as part of its procedures portions of the Oregon Department of Administrative Services administrative rules governing Public Contract Exemptions, OAR Chapter 125, Divisions 246 - 249.

The Board may make the written findings required by law for exemptions from competitive bidding. Such findings shall be maintained by the district and made available on request.

The district may not artificially divide or fragment a procurement to reduce the procurement requirements.

The superintendent may develop administrative regulations or procedures to assist with the implementation of this policy and applicable procurement rules. Policy language is excerpted directly from OAGCR with the expectation that staff will follow the policy and the AR.

Goods and Services

The district will purchase goods and services through the following procedures, unless an exception applies:

1. Small Procurement. For purchases of goods and services with a contract price not exceeding $25,000, the district can use any manner deemed practical or convenient, including direct selection or award. Amendments to a contract awarded through small procurement must be in accordance with OAR 137-047-0800.

2. Intermediate Procurement. For purchases of goods and services with a contract price exceeding $25,000, but not exceeding $250,000, the district shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The district will keep record of the request and quotes. If three quotes are not reasonably available, fewer will suffice, but the district will make a written record of the effort made. The district may negotiate with a prospective contractor to clarify the quote or offer, or to effect modifications. Amendments to a contract awarded through intermediate procurement must be in accordance with OAR 137-047-0800.

[1] See ORS 279A.065(5). {The Board can formally adopt the AG rules. If the Board formally adopts the rules, the district is required to review the AG rules each time there is a modification.}

3. Regular Procurement. For purchases exceeding $250,000, the district will use competitive sealed bids (OAR 137-047-0255) or competitive sealed proposals (OAR 137-047-0260). Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-047-0800.

4. Emergency Procurements. In situations of emergency[2], the Board or designee may authorize an emergency procurement. In an emergency procurement, the district is not required to follow general procurement requirements. The district must ensure competition for the contract that is reasonable and appropriate under the circumstances. The district must document the nature of the emergency and the method used for the selection of the contractor.

5. Sole-source Procurements. If the Board or designee determines that the goods or services are available from only one source, the district may award a contract without competition. To the extent reasonably practicable, the district shall negotiate with the sole source to obtain contract terms that are advantageous to the district. The determination of sole source must be based on written findings and may include:

   a. That the efficient utilization of existing goods requires acquiring compatible goods or services;
   b. That the goods or services required to exchange software or data with other public or private agencies are available from only one source;
   c. That the goods or services are for use in a pilot or experimental project; or
   d. Other findings that support the conclusion that the goods or services are available from only one source.[3]

6. Special Procurements. "Special procurement" means a contract or class of contracts that use a contracting procedure other than competitive sealed proposals, competitive sealed bidding, small procurement or intermediate procurement. Special procurements require Board ~~LCRB~~ approval and will be conducted in accordance with ORS 279B.085, OAR 137-047-0285, and this policy and administrative regulation DJC-AR - Exemptions from Competitive Bidding and Special Procurement.{[4]}

7. Personal Services Contracts. "Personal services contract," as used in this policy, means a contract whose primary purpose is to acquire specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.[5] Unless otherwise designated by the Board, personal services contracts will be procured in

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[2] "Emergency" means circumstances that:
1. Could not have been foreseen;
2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
3. Require prompt execution of a contract to remedy the condition.

[3] If the contract does not exceed $250,000, using intermediate procurement is likely less burdensome than sole source.

[4] {If the Board has designated contracts or classes of contracts as special procurements, include this information along with reference to the Board action.}

[5] This includes, but is not limited to, contracts for the services of an accountant, physician or dentist, educator, consultant (including a provider under an Architectural and Engineering Service Contract), broadcaster, or artist (including a photographer, filmmaker, painter, weaver or sculptor (OAR 137-045-0010(19)). Also includes architectural, engineering, photogrammatic

accordance with applicable procurement laws. The Board may designate certain service contracts or classes of service contracts as personal services contracts and exempt them from competitive bidding.{[6]} All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price. Personal service contractors may be required to qualify as independent contractors in accordance with applicable laws.[7]

Procurements for services estimated to be in excess of $250,000 shall go through the cost analysis and feasibility process in accordance with ORS 279B.030.

Public Improvements

"Public improvement" means a project for construction, reconstruction or major renovation on real property by or for the district.[8] The district will contract for public improvements using the following procedures, unless an exception applies.

1. Public improvements contracts with a value of less than $25,000 are exempt from competitive bidding.

2. Intermediate Procurements. For public improvement contracts not exceeding $100,000, the district may utilize three quotes[9]:

   a. The request for the quotes shall be in writing (unless not reasonably practicable)[10];
   b. The request for quotes shall include the selection criteria and if the criteria are not of equal value, their relative value or ranking.

   The district shall award the contract to the prospective contractor whose quote will best serve the interest of the district, based on the selection criteria. If the award is not made to the offeror and quote with the lowest price, the district will make a written record of the basis for the award. Amendments to a contract awarded via intermediate procurement may be increased in accordance with OAR 137-049-0160(6)-(7).

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mapping, transportation planning or land surveying services procured under ORS 279C.105 (ORS 279C.100) and related services procured under ORS 279C.120 (ORS 279C.100(5)).

6 {If the Board has designated contracts or classes of contracts as personal services contracts, include this information along with reference to the LCRB action.}

7 See ORS 670.600 and OAR 459-005-0020.

8 Public improvement does not include:
1. Projects for which no funds of the district are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or
2. Emergency work, minor alternation, ordinary repair or maintenance necessary to preserve a public improvement.

9 If three quotes are not reasonably available, the district shall make a written record of the effort made to obtain these quotes.

10 For Public Works Contracts, oral quotations may only be utilized in the event that written copies of prevailing wage rates are not required by the Bureau of Labor and Industries.

3. Regular Procurements. For purchases exceeding $100,000, the district will use invitation to bid or request for proposals except as otherwise allowed by law. See OAR 137-049-0130 and OAR 137-049-0640. Amendments to contracts awarded through regular procurement must be in accordance with OAR 137-049-0910.

4. Emergency Procurements. Emergency contracts for construction services are not considered public improvement contracts and will be procured in accordance with OAR 137-049-0140 and OAR 137-049-0150.

5. Community Benefit Contracts. "Community benefit contract" means a public improvement contract that includes, but is not limited to, terms and conditions that require the contractor to:

   a. Qualify as a training agent, as defined in ORS 660.010, or provide apprenticeship training that meets applicable federal and state standards for apprenticeship training;
   b. Employ apprentices to perform a specified percentage of work hours that workers in apprenticeable occupations perform on the community benefit project;
   c. Provide employer -paid family health insurance; and
   d. Meet any other requirements that the LCRB sets forth.

   Community benefits contracts may be procured in accordance with ORS 279C.308.

6. Construction Manager/General Contractor (CM/GC) Procurement. The district shall procure CM/GC services in accordance with model rules the Attorney General adopts under Oregon Revised Statute (ORS) 279A.065(3) and OAR 137-049-0690, which requires "the assistance of legal counsel with substantial experience and necessary expertise in using the CM/GC Method, as well as knowledgeable staff, consultants or both staff and consultants who have demonstrated capability of managing the CM/GC process in the necessary disciplines of engineering, construction scheduling and cost control, accounting, legal, Public Contracting and project management."

END OF POLICY

Legal Reference(s):

ORS Chapter 279
ORS Chapter 279A
ORS Chapter 279B
ORS Chapter 279C
ORS 670.600
OAR Chapter 125, Divisions 246 - 249
OAR Chapter 137, Divisions 045 - 049
OAR 459-005-0020

OREGON PROCUREMENT MANUAL, Oregon Department of Administrative Services.

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

ITEM FOR ACTION AT A FUTURE MEETING

Date of Meeting
November 06, 2024

Title
Renewal of Village Charter School Contract

Presenter/s
Casandra Kamens, Curriculum Administrator

Amount of time requested (including questions)
20 min

Background

On September 3, 2024, Village Charter School submitted a letter requesting that the Eugene School District 4J renew its charter school contract. In accordance with ORS *Chapter* 338.065(4 & 5) and revised 4J Board Policy LBE - Public Charter Schools, a public hearing will be held at theDecember 4, 2024 school board meeting at which time the directors will receive the superintendent's recommendation of this renewal request.

The Village School was accepted as a charter by the 4J district board in July of 2000. The Village School officially opened its doors in August of 2000 to thirty-seven K, 1 and 2 grade students. In January 2015, the 4J Board approved the third renewal of the charter contract between the district and Village School for a period of 10 years. The new contract became effective July 1, 2015. In the Fall of 2015, The Village School Foundation purchased the former Dunn School at 3411 Willamette St. from the Eugene 4J School District, where it is currently located.

The renewal request does not propose any significant changes to the school's program within the term of the renewal contract. The school currently provides instruction for grades K-8 following a Waldorf inspired model.

Enrollment

Village Charter School has had a stable student enrollment in the last 5 years in terms of both total enrollment and enrollment across grades.

SCHOOL	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	DIFF 2024 VS 2015 (IN %)
Village School	225	224	224	224	226	220	220	225	213	215	4.7
All 4J Charters	872	873	848	832	848	836	847	845	851	806	8.2
4J	16,099	16,440	16,731	16,767	16,928	17,415	17,337	17,524	17,517	17,326	(7.1)

Annual Site Visits and Reviews

District staff has conducted site visits, reviewed school improvement plans and provided annual reviews to the district board each year. Annual review documents have included summaries of student performance and assessments, updates on program modifications, evaluations of financial stability, and suggestions for program improvement. The 2022-23 Annual Review is included as an attachment in this board packet, the annual review of the 2023-24 school year will not be completed until mid-December.

Renewal Criteria and Findings
State statute (ORS 338.095) requires that the renewal evaluation described above be based primarily on a review of the public charter school's annual performance reports, annual audit of accounts, annual site visit, and review and any other information mutually agreed upon by the public charter school and the board. According to Board Policy LBE – Public Charter Schools, the Board's decision to renew the charter is based on a good faith evaluation on the following five criteria:

a) Is in compliance with all applicable state and federal laws;

Finding*: Based on information available to 4J staff, it appears that the school is operating in compliance with all applicable state and federal laws.*

b) Is in compliance with the charter of the public charter school;

Finding*: Village Charter School was in compliance with all provisions of its charter school contract at the end of the 2023-24 school ye*ar.

c) Is meeting or working toward meeting the student performance goals and agreements specified in the charter or any other written agreements between the Board and the public charter school;

Finding*: The Village School Charter School submitted their Review of the 2022-23 School Improvement Plan (included in the Annual Review). The district's 2022-23 annual review found that the Village Charter School made sufficient progress toward each of their goals. There are no additional agreements*

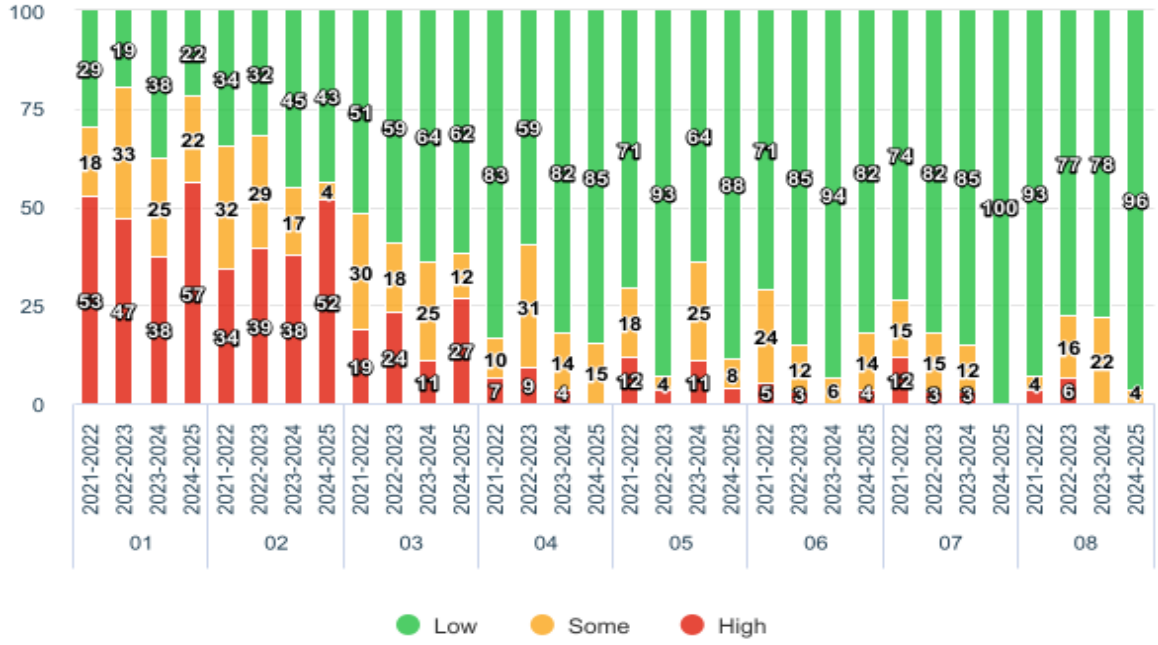
Summary of Federally Mandated Annual State Assessments:

In 2024, the participation rate of Village Charter students in the Oregon Summative Assessment System (OSAS) was 92.5% in ELA and 91.9% in Math, in both cases below the 94.5% State Goal.

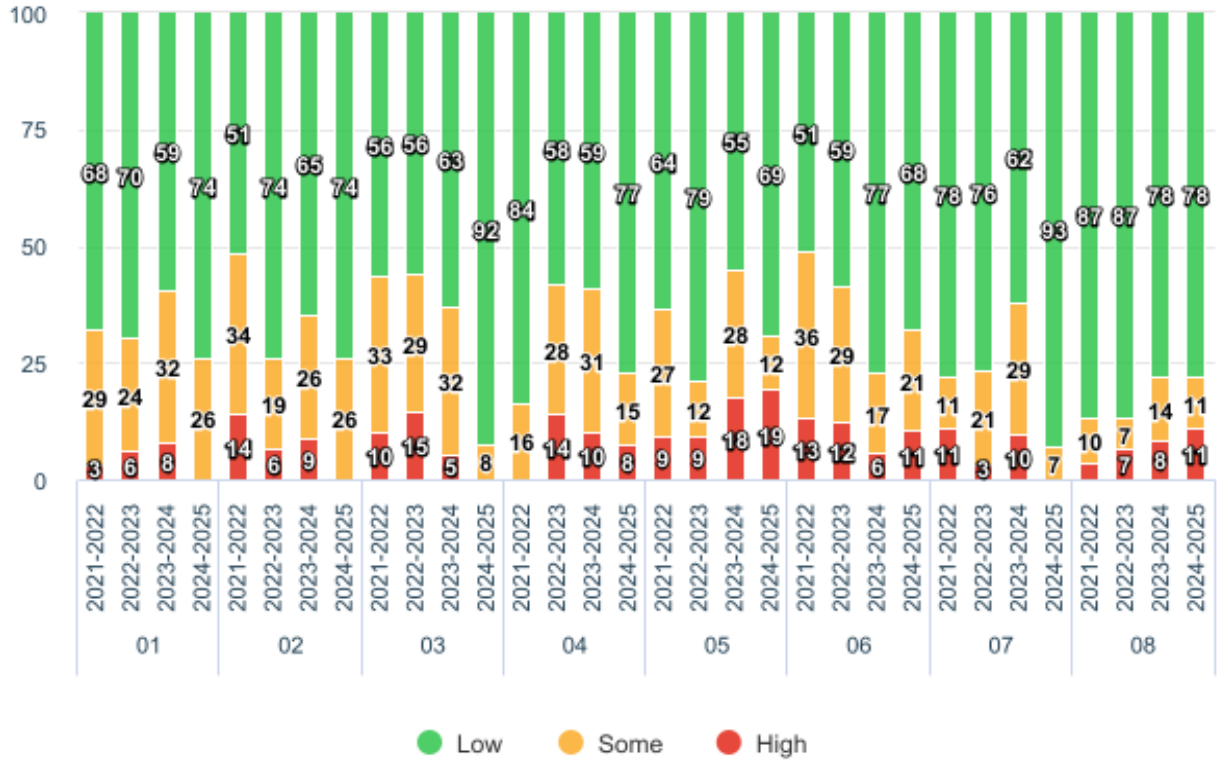
In 2024 the OSAS proficiency rates in ELA, Math, and Science declined significantly in Village by 6.0, 7.1, and 36.7 points respectively. The school had the third highest proficiency rate among 4J charter schools both in ELA and Math. Although Village saw an overall decline in achievement for all students there was an increase in the proficiency rate for students with

disabilities in ELA and Math and an increase in achievement for students experiencing poverty in ELA.

The charter review team had other findings:
EasyCBM Scores:
*Village **reading** easyCBM scores (measured by the percentage of students at the low risk level) improved in 2023-24 in all grades except 5th.*

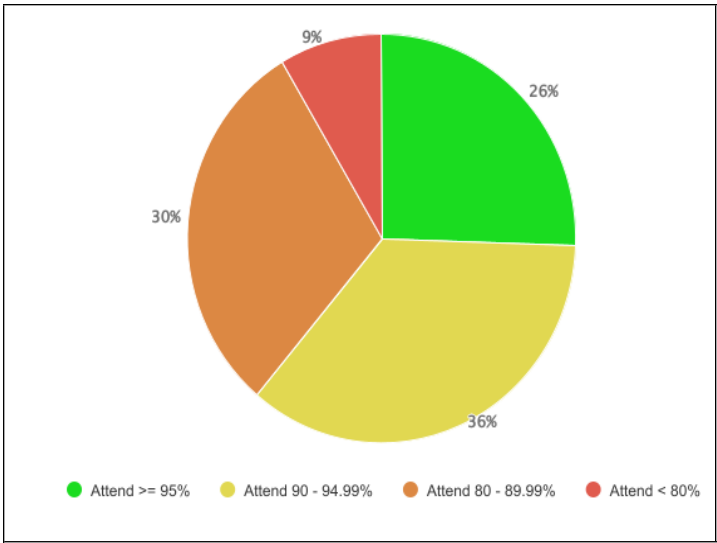


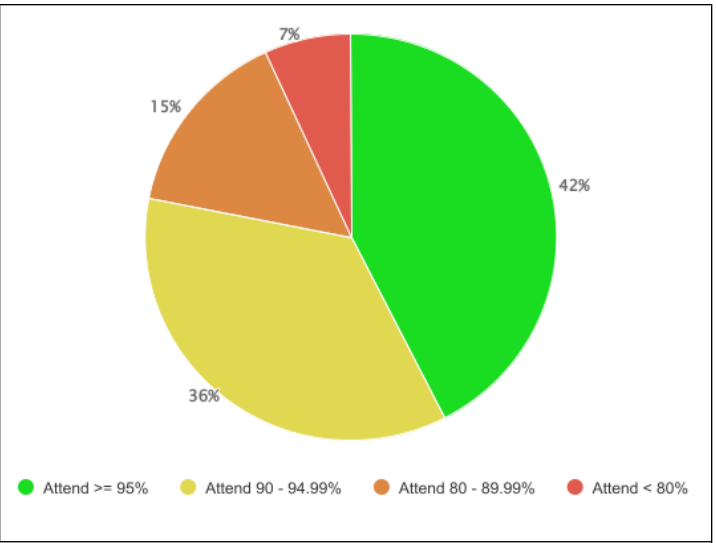
*Village **math** easyCBM scores (measured by the percentage of students at the low risk level) declined in 2023-24 in all grades except 3rd, 4th, and 6th.*



Attendance:
In 2023-24 Village had a significantly lower percentage of regular attenders (students who attended at least 90% of the time) than 4J as a whole in grades KG to 8 (62% vs 71%) , while before the pandemic they had the same percentage (78%).

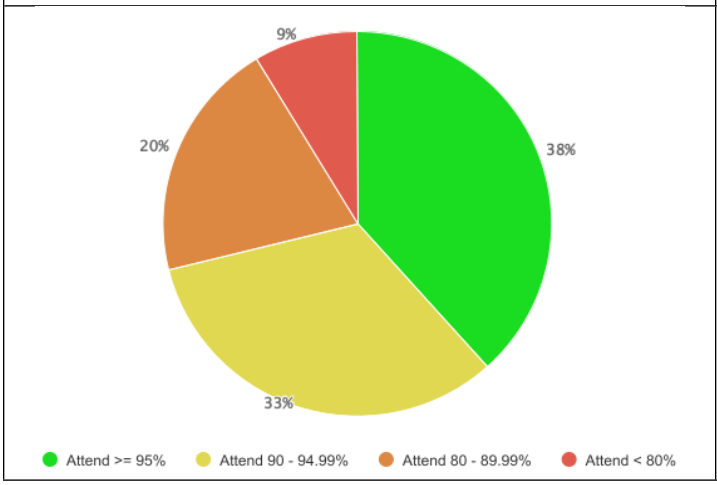
Village School	
2023-24	2018-19



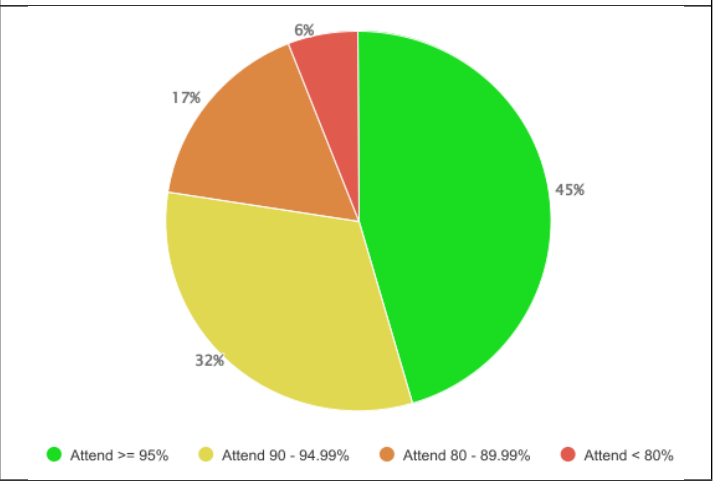


4J (Grades KG to 8)

2023-24



2018-19



(d) Is fiscally stable and used the sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter agreement; and

***Finding**: The school has maintained a healthy financial position. More detailed information is included in the 2022-23 Annual Review. While Village has been late in its submission of the annual audit, Village is not unique in this position as all audits have been delayed in completion. Village School and its board are good stewards of their funds and communication has always been clear and timely.*

(e) Is in compliance with any renewal criteria specified in the charter of the public charter school.

***Finding**: Whereas there are no additional renewal criteria specified in the current charter, the Village Charter School shall negotiate a new charter with district staff within 90 days if granted approval by the Eugene School District 4J Board of Directors for their renewal request. Any changes to the charter would follow all federal, state, and district requirements.*

Options and Alternatives

Within 30 days after the public hearing, the district must approve the renewal of the charter or state in writing the reasons for denying the renewal of the charter. The charter school may then submit a revised renewal request that addresses the reasons for nonrenewal and any remedial measures suggested by the district. If the revised renewal request is not approved by the board, the charter school may appeal to the State Board of Education for a review of whether the district used the required process in denying the renewal of the charter.

The board has the possibility to make two decisions. First, the board must decide whether to approve the renewal or to deny renewal. If the board approves the renewal, the board also has discretion about the length of the renewal. ORS Chapter 338.065(4) allows for renewals after the first to have a duration of a minimum of five years but not to exceed ten years. The Village School Charter School has requested a ten year renewal.

Budget/Resource Implications

State statute requires that payment for provision of *educational* services to the public charter school shall be at least 80 percent of the school district's state General Purpose Grant per ADMw (weighted average daily membership) for students who are enrolled in kindergarten through grade eight.

2023-24 ESSA Accountability Details Report

Public Version – Preliminary - September 09, 2024

District: Eugene SD 4J
School: Village School

The Accountability Details Report displays the data for indicators used to identify schools for comprehensive or targeted supports as required by Oregon's State Plan under the Every Student Succeeds Act (ESSA). The accountability system uses six indicators for elementary and middle schools. For more information about the included indicators and their definitions and calculations, please refer to the Accountability Details Policy and Technical Manual. Arrows (up ↑ or down ↓) indicate the change in the rating level of the indicator from the previous year.

Indicator Ratings Table

Student Group	ESSA Supports	ELA Achievement	ELA Change	Math Achievement	Math Change	Regular Attenders	On Track to ELP
All Students	Not Identified	Level 3	Level 3 ↓	Level 2 ↓	Level 2 ↓	Level 2	Not Rated
Students Experiencing Poverty	Not Identified	Level 2	Level 3	Level 2	Level 4	Level 1	
English Learners	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated
Students with Disabilities	Not Identified	Level 1	Not Rated	Level 2 ↑	Not Rated	Level 1	
Underserved Race/Ethnicity	Not Identified	Level 2 ↓	Not Rated	Level 2	Not Rated	Level 2	
American Indian/ Alaska Native	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Native Hawaiian/ Pacific Islander	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Black/African American	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Hispanic/Latino	Not Identified	Level 2 ↓	Not Rated	Level 2	Not Rated	Level 2	
Asian	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
White	Not Identified	Level 3	Level 3 ↓	Level 3	Level 2 ↓	Level 2	
Multi-racial	Not Identified	Level 2	Not Rated	Level 2 ↑	Not Rated	Level 2 ↑	

Suggested Level of Support: **Not Identified** Year Identified: **Not Identified**

Met ELA and Math Participation target (95%) for all student groups: **No** (details on pages 4 and 7)

Received Title I Funds in 2023-24: **Yes**

Please note the following:

- Indicator ratings that display 'Not Rated' refer to student groups that do not meet the minimum n-size of 20 to receive a rating.
- The Students Experiencing Poverty student group includes students that received SNAP/TANF benefits, were in foster care, experienced homelessness, or received migrant services. Students Experiencing Poverty replaced the formerly used Economically Disadvantaged student group.
- The English Learner student group has different inclusion rules depending on the indicator.
- The Underserved Race/Ethnicity student group consists of the following racial/ethnic groups: American Indian/Alaska Native, Black/African American, Hispanic/Latino, and Native Hawaiian/Pacific Islander.

English Language Arts Academic Achievement Details

District: Eugene SD 4J

School: Village School

English Language Arts Achievement Level	Cut
Level 5	80
Level 4	67
Level 3	54
Level 2	18
Level 1	<18

The English Language Arts (ELA) Achievement indicator displays the percentage of students meeting the ELA achievement standard, the adjusted denominator, and the corresponding rating for each student group. The data table shows three years of data and the three-year average. Student groups are assigned a rating based on the three-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

State Long Term Goal: 80%

Student Group	2021-22	2022-23	2023-24	3-year Average	Level
All Students - Percent	64.9	58.4	55.4	59.7	Level 3
All Students - Adjusted Denominator	148	149	148	444	
Students Experiencing Poverty - Percent	34.3	35.0	46.3	38.8	Level 2
Students Experiencing Poverty - Adjusted Denominator	35	40	41	116	
English Learners - Percent	*	*	*	*	Not Rated
English Learners - Adjusted Denominator	*	*	*	*	
Students with Disabilities - Percent	6.7	15.4	27.3	16.2	Level 1
Students with Disabilities - Adjusted Denominator	15	13	11	37	
American Indian/Alaska Native - Percent	*	*	*	*	Not Rated
American Indian/Alaska Native - Adjusted Denominator	*	*	*	*	
Black/African American - Percent	*	*	*	*	Not Rated
Black/African American - Adjusted Denominator	*	*	*	*	
Hispanic/Latino - Percent	55.6	54.5	50.0	53.4	Level 2
Hispanic/Latino - Adjusted Denominator	18	22	18	58	
Native Hawaiian/Pacific Islander - Percent	*	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Adjusted Denominator	*	*	*	*	
Underserved Race/Ethnicity - Percent	60.0	52.0	50.0	53.7	Level 2
Underserved Race/Ethnicity - Adjusted Denominator	20	25	22	67	
Asian - Percent	*	*	*	*	Not Rated
Asian - Adjusted Denominator	*	*	*	*	
White - Percent	67.5	64.0	57.7	63.5	Level 3
White - Adjusted Denominator	114	111	111	334	
Multi-racial - Percent	46.7	21.4	41.2	38.6	Level 2
Multi-racial - Adjusted Denominator	15	14	17	44	

English Language Arts Average Gap Score Change Details

District: Eugene SD 4J

School: Village School

ELA Average Gap Score Change	Cut
Level 5	5
Level 4	-7
Level 3	-19
Level 2	-42
Level 1	<-42

The English Language Arts (ELA) Average Gap Score Change indicator uses the difference between a student's score and the cut score for the assessment, called a gap score. The table displays the average gap score by school year, the change in the average gap score, the count of students tested, and the corresponding rating for each student group. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating.

Student Group	2018-19	2023-24	Change in Average	Level
All Students	31	12	-19	Level 3
All Students - Denominator	128	145		
Students Experiencing Poverty	1	-17	-18	Level 3
Students Experiencing Poverty - Denominator	21	41		
English Learners	*	*	*	Not Rated
English Learners - Denominator	*	*		
Students with Disabilities	-65	-64	1	Not Rated
Students with Disabilities - Denominator	11	10		
American Indian/Alaska Native	*	*	*	Not Rated
American Indian/Alaska Native - Denominator	*	*		
Black/African American	*	*	*	Not Rated
Black/African American - Denominator	*	*		
Hispanic/Latino	17	8	-9	Not Rated
Hispanic/Latino - Denominator	11	18		
Native Hawaiian/Pacific Islander	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator	*	*		
Underserved Race/Ethnicity	22	-9	-31	Not Rated
Underserved Race/Ethnicity - Denominator	13	22		
Asian	*	*	*	Not Rated
Asian - Denominator	*	*		
White	32	19	-13	Level 3
White - Denominator	99	110		
Multi-racial	30	-7	-37	Not Rated
Multi-racial - Denominator	15	13		

English Language Arts Participation Details

District: Eugene SD 4J

School: Village School

All students in tested grades and enrolled on the first school day in May must take a statewide assessment. The data table displays the percentage of students who took a statewide assessment by school year and student group. Student groups are assigned a rating based on the three-year average. 'Not Rated' means the student group did not meet minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

Participation Target: 94.5%

Student Group	2021-22	2022-23	2023-24	3-year Average	Status
All Students - Percent	89.3	88.6	92.5	90.1	Not Met
All Students - Denominator	159	158	160	477	
Students Experiencing Poverty - Percent	86.5	83.7	95.6	88.8	Not Met
Students Experiencing Poverty - Denominator	37	43	45	125	
English Learners - Percent	50.0	50.0	100.0	60.0	Not Rated
English Learners - Denominator	2	2	1	5	
Students with Disabilities - Percent	68.8	61.5	90.9	72.5	Not Met
Students with Disabilities - Denominator	16	13	11	40	
American Indian/Alaska Native - Percent	100.0	50.0	100.0	83.3	Not Rated
American Indian/Alaska Native - Denominator	2	2	2	6	
Black/African American - Percent	*	100.0	100.0	100.0	Not Rated
Black/African American - Denominator	*	1	1	2	
Hispanic/Latino - Percent	70.0	87.0	95.0	84.1	Not Met
Hispanic/Latino - Denominator	20	23	20	63	
Native Hawaiian/Pacific Islander - Percent	*	*	100.0	100.0	Not Rated
Native Hawaiian/Pacific Islander - Denominator	*	*	1	1	
Underserved Race/Ethnicity - Percent	72.7	84.6	95.8	84.7	Not Met
Underserved Race/Ethnicity - Denominator	22	26	24	72	
Asian - Percent	*	*	*	*	Not Rated
Asian - Denominator	*	*	*	*	
White - Percent	92.6	91.5	94.1	92.8	Not Met
White - Denominator	122	118	119	359	
Multi-racial - Percent	86.7	71.4	76.5	78.3	Not Met
Multi-racial - Denominator	15	14	17	46	

Mathematics Academic Achievement Details

District: Eugene SD 4J

School: Village School

Mathematics Achievement Level	Cut
Level 5	80
Level 4	62
Level 3	43
Level 2	8
Level 1	<8

The Mathematics Achievement indicator displays the percentage of students meeting the Mathematics achievement standard, the adjusted denominator, and the corresponding rating for each student group. The data table shows three years of data and the three-year average. Student groups are assigned a rating based on the three-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

State Long Term Goal: 80%

Student Group	2021-22	2022-23	2023-24	3-year Average	Level
All Students - Percent	46.6	40.3	35.1	40.8	Level 2
All Students - Adjusted Denominator	148	149	148	444	
Students Experiencing Poverty - Percent	20.0	22.5	24.4	22.4	Level 2
Students Experiencing Poverty - Adjusted Denominator	35	40	41	116	
English Learners - Percent	*	*	*	*	Not Rated
English Learners - Adjusted Denominator	*	*	*	*	
Students with Disabilities - Percent	6.7	7.7	18.2	10.8	Level 2
Students with Disabilities - Adjusted Denominator	15	13	11	37	
American Indian/Alaska Native - Percent	*	*	*	*	Not Rated
American Indian/Alaska Native - Adjusted Denominator	*	*	*	*	
Black/African American - Percent	*	*	*	*	Not Rated
Black/African American - Adjusted Denominator	*	*	*	*	
Hispanic/Latino - Percent	38.9	31.8	27.8	32.8	Level 2
Hispanic/Latino - Adjusted Denominator	18	22	18	58	
Native Hawaiian/Pacific Islander - Percent	*	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Adjusted Denominator	*	*	*	*	
Underserved Race/Ethnicity - Percent	35.0	28.0	31.8	31.3	Level 2
Underserved Race/Ethnicity - Adjusted Denominator	20	25	22	67	
Asian - Percent	*	*	*	*	Not Rated
Asian - Adjusted Denominator	*	*	*	*	
White - Percent	54.4	46.8	38.2	46.7	Level 3
White - Adjusted Denominator	114	111	110	334	
Multi-racial - Percent	<5	7.1	17.6	9.1	Level 2
Multi-racial - Adjusted Denominator	*	14	17	*	

Mathematics Average Gap Score Change Details

District: Eugene SD 4J

School: Village School

Math Average Gap Score Change	Cut
Level 5	4
Level 4	-11
Level 3	-24
Level 2	-49
Level 1	<-49

The Mathematics Average Gap Score Change indicator uses the difference between a student's score and the cut score for the assessment, called a gap score. The table displays the average gap score by school year, the change in the average gap score, the count of students tested, and the corresponding rating for each student group. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating.

Student Group	2018-19	2023-24	Change in Average	Level
All Students	0	-34	-34	Level 2
All Students - Denominator	128	143		
Students Experiencing Poverty	-46	-53	-7	Level 4
Students Experiencing Poverty - Denominator	22	41		
English Learners	*	*	*	Not Rated
English Learners - Denominator	*	*		
Students with Disabilities	-129	-119	10	Not Rated
Students with Disabilities - Denominator	13	10		
American Indian/Alaska Native	*	*	*	Not Rated
American Indian/Alaska Native - Denominator	*	*		
Black/African American	*	*	*	Not Rated
Black/African American - Denominator	*	*		
Hispanic/Latino	11	-48	-59	Not Rated
Hispanic/Latino - Denominator	11	18		
Native Hawaiian/Pacific Islander	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator	*	*		
Underserved Race/Ethnicity	1	-45	-46	Not Rated
Underserved Race/Ethnicity - Denominator	13	22		
Asian	*	*	*	Not Rated
Asian - Denominator	*	*		
White	0	-30	-30	Level 2
White - Denominator	100	108		
Multi-racial	-5	-45	-40	Not Rated
Multi-racial - Denominator	14	13		

Mathematics Participation Details

District: Eugene SD 4J

School: Village School

All students in tested grades and enrolled on the first school day in May must take a statewide assessment. The data table displays the percentage of students who took a statewide assessment by school year and student group. Student groups are assigned a rating based on the three-year average. 'Not Rated' means the student group did not meet minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

Participation Target: 94.5%

Student Group	2021-22	2022-23	2023-24	3-year Average	Status
All Students - Percent	83.6	88.0	91.9	87.8	Not Met
All Students - Denominator	159	158	160	477	
Students Experiencing Poverty - Percent	78.4	81.4	95.6	85.6	Not Met
Students Experiencing Poverty - Denominator	37	43	45	125	
English Learners - Percent	50.0	50.0	100.0	60.0	Not Rated
English Learners - Denominator	2	2	1	5	
Students with Disabilities - Percent	56.3	61.5	90.9	67.5	Not Met
Students with Disabilities - Denominator	16	13	11	40	
American Indian/Alaska Native - Percent	50.0	50.0	100.0	66.7	Not Rated
American Indian/Alaska Native - Denominator	2	2	2	6	
Black/African American - Percent	*	100.0	100.0	100.0	Not Rated
Black/African American - Denominator	*	1	1	2	
Hispanic/Latino - Percent	75.0	87.0	95.0	85.7	Not Met
Hispanic/Latino - Denominator	20	23	20	63	
Native Hawaiian/Pacific Islander - Percent	*	*	100.0	100.0	Not Rated
Native Hawaiian/Pacific Islander - Denominator	*	*	1	1	
Underserved Race/Ethnicity - Percent	72.7	84.6	95.8	84.7	Not Met
Underserved Race/Ethnicity - Denominator	22	26	24	72	
Asian - Percent	*	*	*	*	Not Rated
Asian - Denominator	*	*	*	*	
White - Percent	87.7	90.7	93.3	90.5	Not Met
White - Denominator	122	118	119	359	
Multi-racial - Percent	66.7	71.4	76.5	71.7	Not Met
Multi-racial - Denominator	15	14	17	46	

Regular Attenders Details

District: Eugene SD 4J

School: Village School

Regular Attenders Level	Cut
Level 5	93
Level 4	89
Level 3	85
Level 2	52
Level 1	<52

The Regular Attenders indicator displays the percentage of students attending for more than 90 percent of their enrolled school days, the denominator, and the corresponding rating for each student group. The data table shows three years of data and the three-year average. Student groups are assigned a rating based on the three-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

State Long Term Goal: 93%

Student Group	Grade Range	2021-22	2022-23	2023-24	3-year Average	Level
All Students - Percent	K-5	67.6	54.4	62.6	61.6	Level 2
All Students - Denominator		139	136	139	414	
Students Experiencing Poverty - Percent	K-5	46.5	42.5	54.5	48.0	Level 1
Students Experiencing Poverty - Denominator		43	40	44	127	
English Learners - Percent	K-5	*	*	*	*	Not Rated
English Learners - Denominator		*	*	*	*	
Students with Disabilities - Percent	K-5	*	*	50.0	37.0	Level 1
Students with Disabilities - Denominator		*	*	12	*	
American Indian/Alaska Native - Percent	K-5	*	*	*	*	Not Rated
American Indian/Alaska Native - Denominator		*	*	*	*	
Black/African American - Percent	K-5	*	*	*	*	Not Rated
Black/African American - Denominator		*	*	*	*	
Hispanic/Latino - Percent	K-5	64.3	47.6	52.4	53.6	Level 2
Hispanic/Latino - Denominator		14	21	21	56	
Native Hawaiian/Pacific Islander - Percent	K-5	*	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator		*	*	*	*	
Underserved Race/Ethnicity - Percent	K-5	63.2	52.0	56.0	56.5	Level 2
Underserved Race/Ethnicity - Denominator		19	25	25	69	
Asian - Percent	K-5	*	*	*	*	Not Rated
Asian - Denominator		*	*	*	*	
White - Percent	K-5	71.2	55.0	63.0	63.2	Level 2
White - Denominator		104	100	100	304	
Multi-racial - Percent	K-5	50.0	54.5	71.4	58.5	Level 2
Multi-racial - Denominator		16	11	14	41	

On Track to English Language Proficiency (ELP) Details

District: Eugene SD 4J

School: Village School

On Track to ELP Level	Cut
Level 5	80
Level 4	68
Level 3	56
Level 2	22
Level 1	<22

The On Track to English Language Proficiency (ELP) indicator displays the percentage of students who are on track to attain ELP, the denominator, and the corresponding rating for each student group. The data table shows three years of data and the three-year average. Student groups are assigned a rating based on the three-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the Students Experiencing Poverty student group replaced the formerly used Economically Disadvantaged student group.

State Long Term Goal: 80%

Student Group	2021-22	2022-23	2023-24	3-year Average	Level
Current English Learners - Percent	*	*	*	*	Not Rated
Current English Learners - Denominator	*	*	*	*	

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OREGON AT-A-GLANCE SCHOOL PROFILE

Village School

PRINCIPAL: Shannon Powell | GRADES: K-8 | 3411 Willamette St, Eugene 97405 | 541-345-7285

2023-24

Students We Serve

224
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	1%
Teachers	0%
Asian	
Students	0%
Teachers	0%
Black/African American	
Students	<1%
Teachers	0%
Hispanic/Latino	
Students	14%
Teachers	5%
Multiracial	
Students	10%
Teachers	0%
Native Hawaiian/Pacific Islander	
Students	<1%
Teachers	0%
White	
Students	74%
Teachers	95%

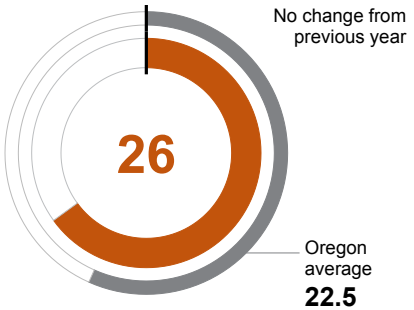
*		5
Ever English Learners		Languages Spoken
8%	48%	28%
Students with Disabilities	Required Childhood Vaccinations	Students Experiencing Poverty

*<10 students or data unavailable

School Environment

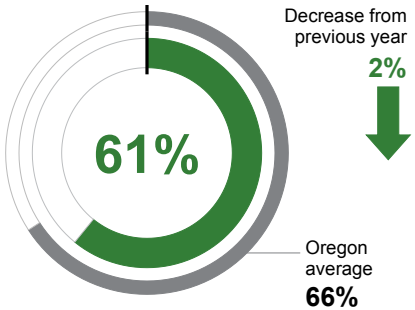
CLASS SIZE

Median class size.



REGULAR ATTENDERS

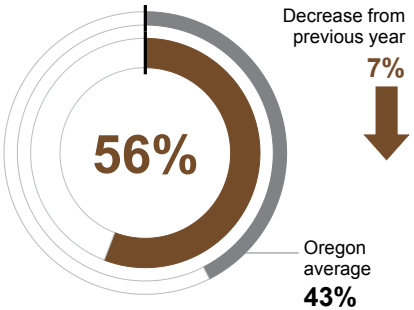
Students who attended more than 90% of their enrolled school days.



Academic Success

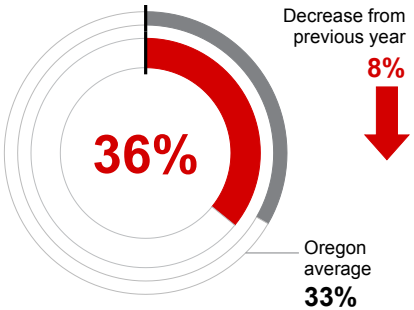
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



MATHEMATICS

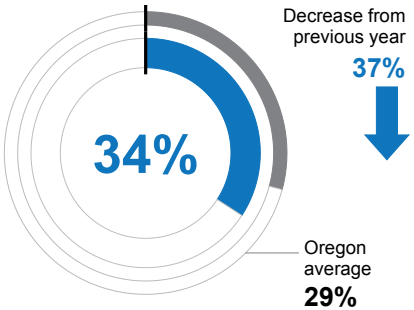
Students meeting state grade-level expectations.



SCIENCE

212

Students meeting state grade-level expectations.



School Goals

*Information was not submitted for this section.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2027. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

*Information was not submitted for this section.

School Website: www.eugenevillageschool.org

Starting in 2023-24, Senate Bill 923 updated the requirements for reporting a student's school information. More students are now included in school level rates.

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Village School

2023-24

Our Staff (rounded FTE)

8 Teachers

5 Educational assistants

<1 Counselors/ Psychologists/ Social Workers

96% Average teacher retention rate over the past three years

100% % of licensed teachers with more than 3 years of experience

No Same principal in the last 3 years

Outcomes

	REGULAR ATTENDERS	ENGLISH LANGUAGE ARTS	MATHEMATICS
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Black/African American	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Hispanic/Latino	55%	50%	28%
Multiracial	57%	54%	23%
Native Hawaiian/Pacific Islander	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
White	63%	58%	38%
Students Experiencing Poverty	50%	46%	24%
Ever English Learner	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Students with Disabilities	41%	30%	20%
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Military Connected	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Female	63%	59%	37%
Male	59%	52%	35%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

*Information was not submitted for this section.

EXTRACURRICULAR ACTIVITIES

*Information was not submitted for this section.

PARENT ENGAGEMENT

*Information was not submitted for this section.

COMMUNITY ENGAGEMENT

*Information was not submitted for this section.

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

Lane County School District No. 4J
Eugene, Oregon

2022-23 Annual Review
Village Public Charter School
a public charter school
sponsored by Eugene School District 4J

Office of Executive Director of Youth and Family Support Services
Charter School Review Team
January 2024

January 2024

To: **Eugene School District 4J Board of Directors**

From: **4J Charter School Review Team**

Subject: **Village School, 2022-23 Annual Review**

Introduction

In June 2023, The Village School completed its twenty-third year as a public charter school, authorized by Eugene School District 4J. Under Oregon statute, charter schools are publicly funded schools authorized by local school districts. Charter schools may be exempted from certain statutes and rules governing traditional public schools and, in exchange for the increased flexibility, charter schools are held to a high level of accountability for student achievement. In January 2015, the 4J Board approved the third renewal of the charter contract between the district and Village School for a period of 10 years. The new contract became effective July 1, 2015. This review represents the seventh year of the current renewal term.

The 4J Charter School Review Team meets quarterly with charter school representatives on the 4J Charter School Council. The Council meetings promote communication and allow participants to stay current on emerging issues common to the charter schools.

4J Charter School Council 2022-23 School Year

The council was composed of the following representatives:
• Network Charter School: Penny Studt, Principal, and Jon Kuhns-Obana, Finance Director
• Village School: Roz Romanz, Co-Principal, Co-Principal, Shannon Powell, and Andy Peara, Executive Director
• Ridgeline Montessori School: Michelle Texley, Principal, and Chrystell Reed, Executive Director
• Coburg Community Charter School: Dave Wallace, Executive Director
• Twin Rivers Charter School: Jay Breslow, Principal, and Jeff Parker, Executive Director
• Eugene School District 4J Representatives: Matt Brown, Director of Financial Services; Bob Blyth, Financial Services; Leila Schuck, Special Education Administrator; Cydney Vandercar, Assistant Superintendent; Casandra Kamens, Curriculum Administrator - Charter School Liaison

Annual Review Summary

Each year, district staff is responsible for reviewing the charter school programs and reporting its findings to the 4J Board of Directors. The review assesses the charter school's operations in relation to its School Improvement Plan (SIP), students' performance on federally mandated annual state assessments, the annual Oregon Department of Education (ODE) Report Card, an

annual site visit, audited financial results, and other charter school contractual agreements. All this is highlighted in this report. Please also review the attached Data Appendix for a more in-depth longitudinal analysis of key outcomes measures. The following sections address these areas.

1. Summary of Progress on the 2022-23 School Improvement Plan (SIP)

This section reviews the progress of Village Charter School on their 2022-23 School Improvement Plan goals. The SIP and evaluation were completed with the involvement of students, parents, classified staff, licensed staff, administration and members of the Board of Directors. Although the academic year was dramatically impacted due to the onset of the global pandemic and necessary shift to distance learning, Village made progress towards the outlined school improvement goals. While a more detailed view is attached to this report, the following section provides a brief synopsis of progress related to each goal from the 2022-23 School Improvement Plan:

- **Academic Achievement**

• Reading goal – Village School set the goal to improve the reading skills of all students in all grades. They set specific goals for grade levels 2-8 using the EasyCBM assessment to measure progress.

- For 2nd grade: percentage of students in EasyCBM "low risk category" for reading comprehension and fluency (above the 30st percentile in both categories). The goal is that at least 50% of 2nd grade students will exceed this threshold by the Spring test.

- For 3rd – 8th grade: percentage of students scoring at or above the 50th percentile in EasyCBM reading comprehension test. The goal is that at least 50% of 3rd graders, and 60% of students in grades 4-8 will exceed this threshold by the Spring test.

The data shows that all grades exceeded the goal, except 2nd which was very close (48%). In 2021, two reading tutors were added to Title I staff to address "learning loss" priorities as per the ESSER III grant and have kept their position staffed ever since. The additional staffing has allowed Village to run daily small reading groups for all students in grades 1-3. All grades except 3rd grade and 4th scored higher than state and district averages. 4th grade scores fared better than the state average. As discussed with district staff, The Village School encourages participation in the OSAS tests.

• Math goal – Village School set the goal to improve numeracy skills and the understanding of mathematical concepts for all students in all grades.

- For 2nd grade: percentage of students in EasyCBM "low risk category" for math (above the 30st percentile). The goal is that at least 50% of 2nd grade students will exceed this threshold by the Spring test.

- For 3rd – 8th grade: percentage of students scoring at or above the 50th percentile in EasyCBM math test. The goal is that at least 50% of 3rd graders, and 60% of students in grades 4-8 will exceed this threshold by the Spring test.

The data shows that grades 2, 3, 5, 7 & 8 met or exceeded the goal. Longitudinal growth is apparent only for grades 7 and 8. Though 6th grade results were lower than expected, the 6th grade cohort did significantly better in the most recent, Fall 2023 assessment, with 62% meeting our goals; furthermore, within that cohort, 7 students who scored lower than the 50% percentile in the Spring scored above the standard in the fall.
The percent of students meeting or exceeding standards for grades 5, 7 and 8 was higher than both the state and district averages. Test scores for grades 3, 4 and 6 were below both state and district averages. Village School has been working with a rigorous math curriculum for grades 3-8 that is aligned to the Common Core, with some exceptions as to timing of content to align with Waldorf principles.

- ***Diversity and Equitable Access for All Students***

This goal was addressed in several ways during the 2022-23 school year. The board regularly addresses the topic during meetings. An internal DEI committee composed of teachers and staff meet regularly. The committee is actively developing a scope and sequence of what and how social justice and anti-racist curriculum is taught in grades K-8. The DEI committee is capitalizing on work done last year with facilitator Dion C. Jordan by bringing in new speakers to broaden the scope of awareness in regards to bias. The Parent Council addresses the topic on specific dates during monthly meetings. The parents are surveyed and guest speakers are selected to present at certain monthly meetings followed by structured dialogue

- ***Positive Behavioral Interventions & Supports***

The Campus Climate Team (formerly: behavior committee) meets once per month to discuss protocol and interventions for behavioral issues. The CCT also creates school-wide rules and incentive programs. The CCT uses the PBIS model as their overarching guide. This model creates systems that support a positive, proactive approach to discipline in schools. The PBIS model encourages educators to reflect on personal biases that may color disciplinary methods. This levels the playing field for all students, especially those who are historically underserved and disadvantaged. As well, it supports our goals for diversity and equitable access and creates a calm and safe school environment, where all students and educators deeply understand the behavior expectations and what to expect when they are not met.

- ***Enhanced Focus on Student Achievement and Behavior Management***

Village School conducts monthly data team meetings for grades 1 through 5, with classroom teachers and our Title I staff. Data teams meet monthly from October to June. The Title I coordinator leads the meetings and teachers bring classroom assessments and student work to the meetings. In addition, EasyCBM scores are analyzed. Interventions are suggested and recorded and timelines are closely monitored. The principal also attends the data team meetings and invites the SpEd teacher and school psychologist as needed.
Grade Level Student Support (GLS) team meetings regularly occur. Teachers in grades K-8 meet monthly. Classroom teachers, Title I staff, principals, and the school counselor participate in the meetings. The GLS meetings are also a time to speak confidentially about the families of our

students. The meetings are used to identify students and families that may be experiencing difficulty in their home lives. The meetings are used to monitor students' health and well-being and select ideas and resources that teachers or support staff can use with the students and/or their families.

2. Update on New Goals for 2023-24 School Improvement Plan (SIP)

In addition to continuing the goals listed above related to PBIS, Enhanced Focus on Student Achievement and Behavior Management, and Diversity and Equitable Access for all students, Village School also is continuing with its work professional development aligned specifically with a teacher's professional goals: and improving attendance. These initiatives translate into the following additional goals for the 2023-24 school year:

● ***Educator Effectiveness EE 2.3*** *Professional development activities for all staff (principals, teachers, and paraprofessionals) will be aligned to ensure a continued growth in content knowledge as well as in effective instructional delivery.*

● ***District and School Climate and Culture DSC 1.1*** *The administrative staff and staff will work together to create a safe, respectful, culturally inclusive environment with consistent school rules and expectations.*

● ***Family and Community Involvement FC 3.3*** *The school's key documents (minimally, the school's improvement plan, parent involvement plan, compact, and student/parent handbook) will continue to be annually reviewed for revision and disseminated to all families in the school with translations as needed. Extra attention will be given this year to engaging with students, building relationships and supporting families as we live and work through a third year of schooling affected by the pandemic.*

● ***Teaching and Learning TL 4.3*** *All instructional staff at the school will be engaged in the analysis of student assessments that are aligned with standards. Progress monitoring is used consistently to track student progress and the use of interventions. An emphasis this year will be placed on reading intervention strategies in the primary grades and building teacher capacity in grades 1- 5 in the adopted Bridges math curriculum.*

● ***Technical and Adaptive Leadership LDR 5.5*** *School leaders will actively promote a shared vision for equity, cultural competence, and high expectations.*

3. Federally Mandated Annual State Assessments

During a typical school year, charter schools are required to administer state-mandated assessments that take place typically in April and May. Oregon's Statewide Assessment System (OSAS) currently includes summative assessments administered annually by subject matter and grade. Pursuant to federal and state accountability requirements, Oregon public schools test students in English language arts and math in grades 3 through 8 & 11 and in science and social sciences in grades 5, 8, & 11. Additional required assessments include an English Language Proficiency Assessment for English Learners (ELs) and the Oregon Extended Assessment for

students with significant cognitive disabilities. On the Accountability Details Reports, the indicators are then rated on the following levels:

Level 5 – State Long Term Goal in 2026-27 (approximately the 90th percentile)
Level 4 – Halfway from the baseline to the Long Term Goal
Level 3 – The baseline state average (2021-22 for ELA and Math Average Gap Scores, 2016-17 for all other indicators)
Level 2 - The 10th percentile of schools (2021-22 for ELA and Math Average Gap Scores and Five-Year Completers. 2022-23 for all other indicators)
Level 1 – Below the 10th percentile

For the 2022-23 report the state made some adjustments given that the statewide assessment administration was disrupted during the 2019-20 and 2020-21 school years through an accountability amendment with the US Dept of Education.
Individual Student Growth, the academic progress indicator previously used in Oregon's accountability system, was significantly impacted by the COVID-19 pandemic and could not be calculated in 2021-22 for the restart of Oregon's accountability system. However, including a measure of academic progress is a federal requirement for state accountability systems. In order to meet that requirement, ODE replaced Individual Student Growth with Average Gap Score Change – the change in the average difference between English Language Arts (ELA) and Math test scores and proficiency cut scores in 2021-22 compared to the average gap scores from 2018-19. ODE will continue to use this metric in 2022-23, again using 2018-19 average gap scores as a baseline for comparison.

Indicators which have data for 2021-22 and 2022-23 will use those years for the accountability rating (Regular attenders, ELA Achievement, ELA Participation, Math Achievement, Math Participation, On-Track to English Language Proficiency, 9th Grade On Track).

Indicators which were not impacted by assessments and COVID will use three years of data for the accountability rating (4-Year Graduation, 5-Year completers) 2019-20, 2020-21, 2021-22.

For the 2022-23 accountability system ODE is using a measure of changes in average scores at the school from the 2018-19 school year to the 2022-23 school year.

A level is assigned based on the two-year average (2018-19 and 2022-23), provided the denominator meets the minimum n of 20. The rate is then compared to the level cuts for this indicator.

Indicator	Grades Used	Level 5	Level 4	Level 3	Level 2	Level 1
ELA Achievement	3-8,11	80	67	54	18	<18
ELA Average Gap Score Change	3-8	5	-7	-19	-42	<-42
Math Achievement	3-8,11	80	62	43	8	<8

Math Average Gap Score Change	**3-8**	**4**	**-11**	**-24**	**-49**	**<-49**
Regular Attenders	**K-5**	**93%**	**89%**	**85%**	**52%**	**<52%**

Summary of Assessment / Accountability Data from Spring 2023

• ***English Language Arts Academic Achievement*** **– Level 3** – In 2022-23 58.4% of all students met or exceeded the ELA performance standard. The level 3 is based on the 2018-19 and 2022-23 average of 61.8%. Village is 5.2 percentage points away from meeting the state goal of 67% average over two years to be at Level 4.

• ***English Language Arts Participation Rate*** - The participation rate for 2022-23 was 88.6% with an average of 2018-19 & 2022-23 of 89%. Village is within 6 percent of meeting the state participation target of 94.5%.

• ***English Language Arts Average Gap Score Change*** **– Level 4**. The change in the average gap score between 2018-19 and 2022-23 was -2. The gap score is the difference between a student's score and the cut score for the assessment.

• ***Math Academic Achievement*** **– Level 3** – In 2022-23 40.3% of students met or exceeded the Math performance standard. The level 3 is based on the 2018-19 and 2022-23 average of 43.6%.

• ***Math Participation Rate*** **-** The participation rate for 2022-23 was 88% with an average of 2018-19 & 2022-23 of 85.8%.

• ***Math Academic Average Gap Score Change*** **– Level 3**. The change in the average gap score between 2018-19 and 202-23 was -16, representing a significant drop in student's scores. The gap score is the difference between a student's score and the cut score for the assessment.

• ***Science*** – 71% of students met or exceeded the science state assessment in 2022-2023. This is 42% higher than the Oregon state average, and an increase of 22% from the previous year.

• ***Students with Disabilities*** – In math the 2022-23 percent of students with disabilities who met or exceeded was 7.7% with a 61.5% participation rate. In ELA the 2022-23 percent of students with disabilities who met or exceeded was 15.4% with a 61.5% participation rate. These rates are far lower than the general population of students and are also lower than the state averages of 21.2% ELA and 19% Math.

4. Oregon Department of Education (ODE) Report Card

Each year, the Oregon Department of Education issues a report card for every public school and district in Oregon. The state school report cards have been redesigned and provide information on student demographics, academic achievement and growth as demonstrated by state tests,

student outcomes, educational programs, and how individual schools compare to the Oregon state averages. The summary below reflects information gleaned from this report for specified indicators for the 2022-23 school year along with 4J district information gathered this fall for other indicators, as also specified.

• ***Regular attenders*** – These are considered to be students who attend school at a rate of 90% or more. The state long term goal is a 93% regular attenders rate. In 2022-23 Village school had a regular attenders rate of 54.4% for students in grades K-5. This is a decrease from the 2021-22 rate of 67.6%. The overall regular attenders rate for grades K-8 is 63%, still down 8% from the previous year. .

• ***Demographics*** – This year's At-A-Glance report card continues to show a ess diverse population than the district as a whole at Village (74% white versus 66% for the district). Village School currently has no teachers of color on staff.

• ***Students with Disabilities*** – At 8% the special education population is lower than that of the district which is at 14%.

• ***Vaccinations***– Only 45% of Village School students had required childhood vaccines.

• ***Free Reduced Meals*** - 47% of Village School students qualify for the Free Reduced Meals Program.

5. Site Visit

On May 16, 2023, the 4J Charter School Review Team conducted an official site visit to Village School. The purpose of this visit is to examine a comprehensive set of questions regarding curriculum and instruction, planning, enrollment, and governance and organization. Members of the Village team included Executive Director Andy Peara, Kathryn Young (SpEd teacher), Meredith Kidder (Title Teacher), and Assistant Principals Roz Romatz and Shannon Powell. 4J Charter School Review Team members present at the meeting included Cydney Vandercar, Bob Blyth, Leila Schuck and Casandra Kamens. The following sections highlight the report from the site visit:

Summary of progress on School Improvement Plan (SIP)
Village School reported following through on all of the goals and staying close to them.

- Reading Goal: Each grade level has its own curriculum that the school considers developmentally appropriate. Special PD has occurred in lower grade to increase use of PDX reading. Reports using a variety of decodable readers and in tier 3 using Read Naturally.
- Math Goal: Continued use of Bridges in grades 1-5, worked with a consultant to get teachers back to using it. Also using Savvas a digital program that allows students to see what they did wrong and then rework a similar problem.
- Diversity, Equity and Inclusion Goal: Village School has been working with a trainer on Diversity, Equity and Belonging for parent and staff training throughout the year.

Teachers focused on their goals of increasing student belonging, participated in PD in the fall.
- PBIS & Behavior Support: Continued movement forward with PBIS and how to work within the Waldorf model. Started CICO and worked on removing punishing language to setting clear expectations. Focusing on building kids up rather than focus on failing, implementing an acknowledgement system for whole classes rather than just individuals.

Current enrollment and demographics
- Enrollment continues to be stable with 219 students. About 25% of population is non-white.
- 17 students on IEPs, significant number of students on 504 plans.
- About 42% of students are on Free/Reduced Meals. This is down from last year which was around 55%

Curriculum and instruction initiatives
- Professional Development has been focused on: PBIS, Student Belonging, Diversity and Equity
- Continued work on Math and reading and a mentor program for staff in regards to the Waldorf model.

Support for students from special populations
- 2 EAs this year (up from one last year) provided by the district has been helpful. This is resulting in students receiving more than 30 minutes/week of service like last year.
- Currently 17 students on caseload (2 in process) lost a few this year, changing schools, home school for mental health
- Looking at almost all grade level needing support in reading, math, social skills n 2023-24
- Scheduling is difficult due to needs across all grade levels, especially due to space constraints.
- When a student is in need of removal time of 40-79% this requires a change in placement, ends up causing a change in IEP, refusal of services of IEP, and possible return to neighborhood school.
- The challenge is not knowing what's coming as far as new students entering the school.
- Push in is not working for the 40-79% needs students across the district and need to relook at it for next year.

Governance/Organization and Board Membership
- 7 current board members. Added 4 new members this year. The board is high functioning and several help with the finance committee.
- School leadership will remain stable for the 2023-24 school year.

Financial Status
- Have stability in enrollment.
- Village school was in negotiations with all employee groups at the time of the visit. Struggling to be equitable in resources with the different groups.

- Using funds from ESSER and SIA for continued capital improvements to HVAC and Facilities.
- Village School is financially healthy.

Update on contractual and/or legal requirements
- Contract is good through 2025 for charter renewal
- Village continues to meet all contractual obligations in a timely manner.

Parent and community relations
- Parent council is active, the chair is a long-time parent and board member.
- Each class has two coordinators that attend parent council meetings
- Yearly fundraiser was well attended and raised about $13,000.
- Several family events throughout the year are well attended, and parent involvement is high compared to recent years. .

Successes
- Good volunteerism
- PBIS Team is active
- Grade Level student support teams are active

Challenges
- Finding Substitutes for staff absences
- High number of students with big behavior challenges without adequate support
- Finding adequate nursing services to support staff and the students with medical conditions

6. Financial Review

AUDITED FINANCIAL STATEMENTS

At the time of this report Village School had not yet received their audit report to submit to the District. We do not expect to find any issues when the report is submitted based on previous years' experience. Last year's information is provided in this report for reference.

The last completed audit received by the District was for the year ending June 30, 2022. The District also receives and reviews the financial state of the Village School on a quarterly basis throughout the year. District's financial review of the Village School's (Charter) audited financial statements for the year ended June 30, 2022, consisted of reviewing financial operations to ensure consistency with the Village School's educational mission, and reviewing net position to ensure the school's solvency and ability to sustain operations in the future. The Village School's 2021-22 financial statements have been audited by an independent auditor, who issued an unmodified opinion on the Charter's statements and did not identify any material weaknesses in the financial operations of the school.

Discussion

Village School financial operations continue to be stable and fiscally sustainable. Net position increased from $232,376 in 2020-21 to $294,575 in 2021-22.

The Statement of Activities reflects expenses increasing to $2,739,679 ($89,557 or 3.7% over the prior year). Revenue increased 1.25% to $2,801,878 in 2021-22.

The Village School financial statements are presented in accordance with Government Accounting Standards Board (GASB) Statements 68 and 71 related to employee pensions.

School operations are primarily supported by State School Fund revenue (SSF) at $1,698,611, Local option levy ($233,688) and grant funds.

Notes to the financial statements indicate the Charter leases their school property (located at 3411 Willamette Street, Eugene, Oregon) from the Village School Foundation (VSF). The most recent lease agreement was for a term of 53 months beginning on 07/01/2021. The initial lease liability was recorded as $289,472 and as of 06/30/2022 was $228,598 with a lease interest rate of 4.25%

On August 14, 2015, an agreement was signed with the Lane County School District 4J for the purchase of the Dunn school property (located at 3411 Willamette Street, Eugene, Oregon) for $1,060,000. The Village School Foundation (see discussion below) paid $530,000 at closing and the remaining balance of $530,000 will be amortized over 10 years to be paid in 120 equal monthly payments of $5,493 with interest at 4.5%. The Village School completed their move to the new site in the summer of 2016, and began the 2016-17 school year in this new location.

Based on this limited review, District staff did not identify any concerns regarding operational consistency with the Village School's educational mission. The Village School appears to be properly positioned to sustain financial operations into the future and continue to serve students.

ENROLLMENT

As of October 1, 2022, The Village School enrolled 223 students in grades K-8, one student less than were enrolled as of October 1, 2021.

The Oregon Department of Education reported The Village School's resident average daily membership (ADMr) for 2022-23 to be 221.59, down 1.71 students from the prior year. The Village School expects ADMr to stabilize moving forward.

Total ADMr compared to previous years' student counts as follows:

2022-23	221.6
2021-22	223.9
2020-21	224.7
2019-20	218.7
2018-19	220.9
2017-18	223.7
2016-17	211.9

2015-16 215.3
2014-15 206.0

7. Other Contractual Agreements

Village School complied with all provisions of its charter contract by the end of the 2022-23 school year. Staff demonstrated completion of state reporting requirements in a timely manner. Specific areas of compliance include the following:

• Maintained adequate levels of insurance coverage for property, business interruption, extra expense, liability and workers compensation, as required in the Contract;
• Contributed to PERS on behalf of its employees;
• Maintained its 501(c)(3) status;
• Complied with all financial and student reporting requirements;
• Maintained at least 50% licensed administrative and teaching staff; and
• Complied with all other applicable federal and state laws.

8. Findings

The Village School continues to offer a unique educational option for the 4J community. The mission of the school is to educate the whole child – the head, heart and hands – using holistic, arts-integrated methods informed by insights into child development and guided by the Waldorf educational philosophy. The school has demonstrated a consistent trend in their EasyCBM assessments over the last several years. Village School has earned commendations while also demonstrating areas that require attention and improvement.

Commendations

- Steady enrollment. Including low attrition for the middle levels (5th to 6th grade).
- Whole child focus is supported through a well rounded curriculum emphasizing academics, arts, crafts, music, Spanish, and social & emotional learning.
- Anti-racism and anti-bias work being done with staff, and community.
- Continued work on interventions and curriculum to increase math and reading achievement

Recommendations

- Continue to analyze and provide appropriate support to students in Tier 2 & 3 for Math and Reading.
- Continue work on PBIS and supporting work on student belonging.

Recommended Action

_____**X**____ Continuation of contract, with an expectation of continued progress on the School Improvement Plan
_____Continuation of contract, with an expectation of compliance on recommendations and/or requirements contained in this review
_____Termination of contract for the following reason(s)

Attachments: *Village SIP 2022-23 reflection, 2223 Profile Village, 2223 DetailSheet Village, Data Appendix=Village*

The Village School

A Review of the 2022-23 School Improvement Plan and Goals for the 2023-24 School Year

The Village School
3411 Willamette Street
Eugene, Oregon 97405
541-345-7285
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The Village School
K-8 Public Charter School
Report on 2022-23 School Improvement Plan

The Village School is a K-8 public charter school currently in its 23rd year of operation. The school's pedagogy is built upon the principles of Rudolf Steiner and the theory of multiple intelligences as described by Howard Gardner. The school emphasizes arts-integration across the curriculum and promotes sustainable environmental practices, social justice, and personal wellness.

The school serves a diverse population of 226 children in grades K – 8 and offers advantages such as:

- Small class sizes with full enrollment (K =18; 1 & 2 = 23 each; 3, 4 & 5 = 26; 6, 7 & 8 = 28 each)
- The looping of students with the same teacher in grades 1-3, 4-5, and 7-8.
- Stable and experienced teaching staff
- Rigorous academic performance standards for students
- Use of IIPM (Instructional Intervention/Progress Monitoring) to support student learning
- Ongoing work on implementing PBIS
- Highly skilled Title I staff that assist and guide student academic interventions
- Integration of Oregon Curriculum Standards and the pedagogy of Rudolf Steiner
- Instruction in the visual arts, instrumental and vocal music, handwork, movement (physical education) and Spanish
- Theater and class plays are produced by each grade level throughout the school year
- High degree of parental involvement and a strong sense of school community
- Commitment to ecologically sound practices. Awarded status of Premier Green School.
- Excellent ties to community groups and business partners
- Provide wholesome hot lunches and breakfast via an on-site staff and scratch kitchen
- On-site school garden tied to the classroom curriculum and the school's scratch kitchen
- Effective use of professional development days and teacher common planning time
- Use of participatory decision-making process by faculty and staff
- Commitment to promoting diversity, equity and belonging through board, staff, and parent based committee work and professional development with staff
- Prudent management of limited financial resources
- Strong, positive relationship with the Eugene 4J School District

Demographics
As of December 2022, 42% of The Village School students qualified for the Free/Reduced Lunch program, making the school eligible for Title I funding. We received approval for school-wide Title I status in 2005. As with other District schools, Title I funding was reduced significantly from roughly $90,000 in 2011-12 to $54,500 in 2018-19, but has since fluctuated from $64,050 in 2019-20 to $82,155 for 2020-21 to $64,120 for 2021-22, to $84,800 for 2022-23, and down to $51,900 for 2023-24. During periods of reduced funding we have drawn upon general or special grant funds to employ a part-time Title I Coordinator and four part-time Title I Instructional Assistants who serve the needs of academically at-risk students in grades 1-5; we also have two Title I tutors specializing in reading support for grades 1-3. There is also a part time math tutor for students in grades 6-8.

Of students reported to ODE in Sept 2022, 74% are White, 10% are multi-racial, 13% are Hispanic, 0.5% are Asian/Pacific Islander, 0.5% are African American and 2% are Native American. The current gender breakdown is 53% female, 45% male and 1% nonbinary. There are currently 16 students who receive some form of Special Education instruction, and several others are being reviewed for qualification. In June of 2023, all 26 of our 8th grade students participated in commencement ceremonies. They have gone on to local comprehensive and public charter high schools. The 26 students matriculated to the following schools: South Eugene 18; Sheldon 2; Churchill 2; Springfield HS 1; Thurston HS 1; Twin Rivers 1; and Academy of Arts Academics 1.

Administrative Staff

Shannon Powell and Roz Romatz serve as co-principals. Shannon and Roz are sharing the principal job and the role of teacher for the sixth grade. They each divide their day between teaching and administrative duties, Shannon doing the administrative role in the morning and sixth grade in the afternoon, Roz doing sixth grade in the morning and administrative role in the afternoon. This arrangement has worked very well for a number of reasons. First and foremost, with two people dividing and tracking the myriad tasks an administrator does, more work gets done. Second, Shannon and Roz have each other to bounce ideas off of, which is an unquestionable advantage in this job. Third, the sixth grade gets two teachers, teaching their preferred subjects, which allows for more focus and greater depth in teaching. Shannon and Roz have worked at the Village School collectively for over thirty years, both as teachers and in high level leadership roles.

The executive director is Andy Peara and has served in that position since 2010. Andy also helped to establish the school during its founding period and first two years of operations. The school principal(s) and the executive director share administrative responsibilities for personnel, policy development, and public relations. The principal is responsible for the curriculum, instruction, and student oversight. The executive director oversees finances, fundraising, facilities, and information technology. The school is in compliance with the requirements for percentage of licensed staff under charter school law.

Teachers and Staff

Seven of the school's eleven main classroom teachers are licensed through TSPC. The other four main classroom teachers, all highly experienced and trained, are Waldorf certified and have a charter registration with TSPC. For the 2023-24 school year we hired a long-term substitute (Sept to Dec) for our 7th/8th grade math/science teacher to support a staff member on sabbatical, a 1st grade assistant, an additional instructional assistant to help facilitate reading instruction in grades 1-3, and a new handwork assistant. We have another 34 staff, most of whom are part-time. This includes specialty teachers for choir, guitar, marimba, PE/movement, Spanish, and handwork; all are either licensed or registered with TSPC. There are also Title I and food service staff and a facility maintenance person.

Teacher and Staff Evaluation and Support

Our new teachers have been set up with experienced mentors and regular check-ins from the principals. This year the focus is the same as last year, student engagement and belonging. Shannon and Roz wanted to give teachers an opportunity to capitalize on gains made last year. Teachers will set their own goals and give feedback/requests on preferred professional development. The principals will continue to bring speakers and professional development that addresses topics like neurodiversity,

racial bias and gender bias to sharpen the focus of our staff goals. Principals will also provide articles, books, and other resources to support teachers as they enhance their understanding and importance of engaging all students. Student engagement increases achievement, connection, and an overall joy of learning. A strong sense of belonging can lead to increased engagement, healthy relationships, and overall school safety.

HOW WE MEASURE SUCCESS

Our mission is to educate the whole child, head, heart and hand, using holistic, arts-integrated methods informed by studies in child development. Our overarching goals are for students to master curriculum standards, develop practical and artistic capacities, establish a deep reverence for the natural world, and use higher order thinking skills with initiative and compassion to be productive citizens in a rapidly changing world.

The Village School measures success by the growth of academic, creative and social-emotional skills, measured by formal and informal reports on student progress.

- Use parent surveys to receive feedback from the school community.
- Employ empathy interviews with students to assess their response to our programs.
- Perform progress monitoring of academic skills using formative and summative assessments via EasyCBM, Bridges or Saavas Math, teacher created assessment, and portfolio (main lesson book) review.
- Collect anecdotal narratives from the teachers on individual student progress.
- Gather anecdotal reports from high school teachers when students matriculate.

Academic Progress Monitoring
Historically we have reported Spring EasyCBM and OSAS scores. Prior to SBAC testing, the OSAS tests allowed us to gauge overall results for our school via summative data from a standardized test. The EasyCBM helped us monitor efforts to students receiving Title I or SPED services. From 2015-2018 there were significant parents' protests to participate in SBAC, (for 2022, participation in the math and ELA tests exceeds the average in the 4J School District). Because the statutes allowed parents to opt their students out of participation in SBAC, we developed a new set of goals for Spring EasyCBM. Since 2018-19. We have fused the results of EasyCBM to gauge overall progress. (Note: Historically 2nd grade scores are low due to the school's pedagogical principles and de-emphasis on traditional reading instruction in grades K-1). Using the new criteria based predominantly on the results of EasyCBM we will demonstrate our school's capacity to help students excel beyond the State average.

READING

EasyCBM Goal: *We will improve the reading skills of all students in all grades. By Spring as measured by EasyCBM we have specific goals for each grade level for students:*

- For 2nd grade: percentage of students in EasyCBM "low risk category" for reading comprehension and fluency (above the 30st percentile in both categories). Our goal is that at least 50% of 2nd grade students will exceed this threshold by the Spring test.

- For 3rd – 8th grade: percentage of students scoring at or above the 50th percentile in EasyCBM reading comprehension test. Our goal is that at least 50% of 3nd grade, and 60% of students in grades 4-8 will exceed this threshold by the Spring test.

Spring [2016-19 & 2021-23] and Winter 2020 District EasyCBM Assessment

The data listed below shows percentage of students meeting or exceeding targeted threshold:

Grade	2016	2017	2018	2019	2020*	2021	2022	2023
2	50%	45%	32%	26%	44%	36%	52%	48%
3	63%	75%	65%	35%	50%	62%	77%	77%
4	88%	77%	77%	77%	54%	73%	84%	64%
5	54%	50%	58%	69%	58%	58%	73%	88%
6	54%	38%	65%	61%	71%	71%	71%	71%
7	46%	58%	50%	43%	65%	75%	82%	81%
8	68%	50%	62%	57%	72%	86%	96%	85%

Data collected includes results from the Spring of 2016 through 2023 except that 2020 results are from the winter. Reviewing the data along the diagonals, (longitudinal view), shows that all of the classes, except grade 5 progressed towards the goals. The data shows that all grades exceeded the goal, except 2nd which was very close. In 2021, we added two reading tutors to our Title I staff to address "learning loss" priorities as per the ESSER III grant and have kept their position staffed ever since. The additional staffing have allowed us to run daily small reading groups for all students in grades 1-3.

State OAKS Assessment now SBAC*:

Percentages show students who Met/Exceeded the standard in Reading.

	Pre-SBAC						SBAC						
	2009	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2022**	**2023**
Grade	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**
3	100	100	74	71	63	63	23.5	52.6	66.7	57.1	30.4	54.5	15.4
4	91	100	100	84	81	81	25.0	41.7	38.1	60.0	62.5	70.8	48.0
5	96	85	92	88	62	52	54.5	57.1	80.0	60.0	89.5	70.8	72.0
6	71	91	88	92	80	65	4.8	71.4	37.5	76.2	57.1	36.0	59.1
7	83	88	88	69	92	88	4.3	70.0	66.7	57.1	72.7	87.5	>95.0
8	83	82	83	70	89	76	12.5	35.3	52.6	73.3	78.3	91.3	91.3

As mentioned, the higher participation rates (87.5%) on the OSAS tests improve the overall credibility of the test. All grades except 3rd grade and 4th scored higher than state and district averages. 4th grade scores fared better than the state average. As discussed with district staff, The Village School

encourages participation in the OSAS tests.

The 2023-24 School Improvement Plan calls for a continuation of our comprehensive literacy program as well as sustained silent reading, and small reading groups for grades 1-3. In addition, students participate in "reading buddies," (for example, 8th graders reading with first graders). Our library continues to support student interest in reading, is open for classes 15 hours a week, and has made major SIA and Oregon State Library grant investments in new books aimed at reaching a broad diversity of students. We continue to participate in OBOB (Oregon Battle of the Books), and utilize this space for after school team practice as well.

MATH

EasyCBM Goal: *We will improve numeracy skills and the understanding of mathematical concepts for all students in all grades. By Spring as measured by EasyCBM we have specific goals for each grade level for students:*

- For 2nd grade: percentage of students in EasyCBM "low risk category" for math (above the 30st percentile). Our goal is that at least 50% of 2nd grade students will exceed this threshold by the Spring test.

- For 3rd – 8th grade: percentage of students scoring at or above the 50th percentile in EasyCBM math test. Our goal is that at least 50% of 3nd grade, and 60% of students in grades 4-8 will exceed this threshold by the Spring test.

Spring [2016-19 & 2021-23] and Winter 2020 District EasyCBM Assessment

The data listed below shows percentage of students meeting or exceeding targeted threshold:

Grade	2016	2017	2018	2019	2020	2021	2022	2023
2	41%	50%	35%	30%	77%	45%	50%	74%
3	33%	63%	42%	8%	31%	50%	46%	50%
4	50%	42%	65%	46%	23%	50%	80%	50%
5	73%	58%	52%	54%	46%	58%	42%	65%
6	60%	65%	70%	54%	86%	61%	50%	36%
7	58%	54%	68%	57%	63%	79%	79%	81%
8	60%	41%	65%	57%	77%	50%	80%	88%

Data collected includes Spring results from 2016 through 2023, with the exception that 2020 results were recorded in the Winter. The data shows that grades 2, 3, 5, 7 & 8 met or exceeded the goal. Longitudinal growth is apparent only for grades 7 and 8. Though 6th grade results were lower than expected, we were encouraged to see that the 6th grade cohort did significantly better in the most

recent, Fall 2023 assessment, with 62% meeting our goals; furthermore, within that cohort, 7 students who scored lower than the 50% percentile in the Spring scored above the standard in the fall.

Partly in response to the needs for greater support in the younger grades, we adopted the Bridges math curriculum for grades 1 through 5 in August, 2019. Teachers embraced the activities-oriented, common-core related curriculum, with a coordinated scope and sequence. To advance the teachers skills in using the Bridges curriculum we hired a consultant to provide coaching.

State OAKS Assessment (now SBAC*): *Table shows students who met or exceeded the math standard.*

	Pre-SBAC						**SBAC**						
	2009	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2022**	**2023**
Grade	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**
3	88	88	65	79	67	67	21.0	36.8	50.0	73.7	28.6	33.3	20.0
4	87	96	77	60	65	65	16.0	57.9	57.1	60.0	58.3	58.3	29.2
5	87	88	69	56	58	40	60.0	66.7	75.0	55.0	57.9	38.1	44.0
6	62	76	60	64	40	54	18.0	57.1	47.1	68.4	46.2	25.0	17.4
7	82	86	60	69	68	80	N/A	44.4	75.0	69.2	72.7	79.2	73.7
8	96	91	73	60	73	76	N/A	33.3	47.4	73.3	60.9	73.9	82.6

Participation rates in the OSAS Math (88.0%) shows improvement over 2022 (83.4%). The percent of students meeting or exceeding standards for grades 5, 7 and 8 was higher than both the state and district averages. Test scores for grades 3, 4 and 6 were below both state and district averages. Village School has been working with a rigorous math curriculum for grades 3-8 that is aligned to the Common Core, with some exceptions as to timing of content to align with Waldorf principles.

Total Population (All Students)

		Village Particip.	Village 3 & 4 Score	State Particip.	State 3 & 4 Score	District Particip.	District 3 & 4 Score
Mathematics	Grade 3	96.2	20.0	93.7	39.7	93.2	44.2
Mathematics	Grade 4	92.3	29.2	93.4	37.6	91.8	46.5
Mathematics	Grade 5	96.2	44.0	93.0	30.7	90.1	38.1
Mathematics	Grade 6	85.2	17.4	91.6	28.1	77.2	29.3
Mathematics	Grade 7	70.4	73.7	88.7	29.6	75.3	37.1
Mathematics	Grade 8	88.5	82.6	86.8	25.5	70.7	32.7
English Language Arts	Grade 3	100.0	15.4	93.9	39.4	93.4	47.1
English Language Arts	Grade 4	96.2	48.0	93.6	42.3	91.9	51.8
English Language Arts	Grade 5	96.2	72.0	93.3	47.1	90.5	56.9
English Language Arts	Grade 6	73.3	59.1	92.4	41.0	78.4	48.7
English Language Arts	Grade 7	70.4	95.0	90.1	43.8	76.4	48.1
English Language Arts	Grade 8	88.5	91.3	88.5	41.9	71.6	46.9
Science	Grade 5	96.2	72.0	93.7	30.3	92.3	41.4
Science	Grade 8	92.3	66.7	89.2	26.0	80.5	34.7

Highest of 3 comparison Groups
Middle of 3 comparison Groups
Lowest of 3 Compariso Groups

ATTENDANCE

Examining attendance data is another way to indicate student engagement.

For 2022-23 our attendance rate was 90.9%. We have a few students who show high levels of non-attendance and we are working with families directly to find out why the students are missing so many days and, as well, to troubleshoot solutions to the issue to increase attendance for these students.

PARENT INVOLVEMENT

Parent involvement has always been a cornerstone to the success of The Village School. We require 40 hours of volunteering per family per year. We have many parents who greatly enjoy volunteering for our events, in classrooms, and in our kitchen. During 2022-23, we were able to bring back all of our traditional school-wide events in person. These events were very well attended, with a lot of families volunteering to make them happen. Our events for this 2023-24 are as follows:

Sept 20	Title I sponsored Back to School Night and individual classroom meetings
Oct 27	Dia de los Muertos (family event)
Oct 31	Halloween Hike (student event)
Nov 2-3	Parent/Teacher Conferences
Nov 8	Title I family math night
Dec 6	Winter Concert
Feb 9	Grandparents and Grandfriends Day
Feb 10	Heart of the Village - a Parent Council fundraiser fair
Mar 8	Parent/Teacher Conferences K-5
Mar 14	Title I sponsored Author's Night for grades 1-5 and families
May 1	May Day Celebration (student event)
TBD	Spring Concert

GOALS FOR 2023-2024

The Village School has a number of school-wide initiatives that are currently in place and are built upon the work performed in previous years.

Diversity and Equitable Access for All Students: EE 2.3, DSC 1.1, FC 3.3, LDR 5.5
A Diversity, Equity, and Inclusion committee was originally formed in October of 2016. The current iteration takes three forms:

1. Our board regularly addresses the topic
2. An internal DEI committee composed of teachers and staff meet regularly
    a. They are actively developing a scope and sequence of what and how social justice and anti-racist curriculum is taught in grades K-8
    b. A subset of this work is the staff examining their own biases and how that is reflected in their work
    c. The DEI committee is capitalizing on work done last year with facilitator Dion C. Jordan by bringing in new speakers to broaden the scope of awareness in regards to bias. This year we will be working with Transponder for a Gender 101 class, Ayisha Elliott who will discuss intersectional bias, and we are in early communication with Leticia Garcia Tiwari who we will ask to address neurodiversity
3. Our Parent Council addresses the topic on specific dates during monthly meetings
    a. The parents are surveyed and guest speakers are selected to present at certain monthly meetings followed by structured dialogue

Positive Behavioral Interventions & Supports
The Campus Climate Team (formerly: behavior committee) meets once per month to discuss protocol and interventions for behavioral issues. The CCT also creates school-wide rules and incentive programs. The CCT uses the PBIS model as their overarching guide. This model creates systems that support a positive, proactive approach to discipline in schools. The PBIS model encourages educators to reflect on personal biases that may color disciplinary methods. This levels the playing field for all students, especially those who are historically underserved and disadvantaged. As well, it supports our goals for

diversity and equitable access and creates a calm and safe school environment, where all students and educators deeply understand the behavior expectations and what to expect when they are not met.

Enhanced Focus on Student Achievement and Behavior Management *EE 2.3, DSC 1.1, TL 4.3, LDR 5.5*
We conduct monthly data team meetings for grades 1 through 5, with classroom teachers and our Title I staff. Data teams meet monthly from October to June. The Title I coordinator leads the meetings and teachers bring classroom assessments and student work to the meetings. In addition, EasyCBM scores are analyzed. Interventions are suggested and recorded and timelines are closely monitored. The principal also attends the data team meetings and invites the SpEd teacher and school psychologist as needed.

In 2018 the Grade Level Student Support (GLS) team meetings were established. The original purpose of the team is to identify and provide support for students demonstrating a need in managing their behavior. Teachers in grades K-8 meet monthly. Classroom teachers, Title I staff, principals, and the school counselor participate in the meetings.

The GLS meetings are also a time to speak confidentially about the families of our students. The meetings are used to identify students and families that may be experiencing difficulty in their home lives. We use the meetings to monitor students' health and well-being and select ideas and resources that teachers or support staff can use with the students and/or their families.

Additional Goals for 2023-2024
We intend to continue our work related to diversity, equity and inclusion; social and emotional skill development; professional development aligned specifically with a teacher's professional goals; and improving attendance. These initiatives translate into the following goals for the 2023-24 school year:

- **Educator Effectiveness EE 2.3** Professional development activities for all staff (administrators, counselor, teachers, and paraprofessionals) are aligned to ensure a continued growth in content knowledge as well as in effective instructional delivery.

- **District and School Climate and Culture DSC 1.1** The administrative team and staff work together to create a safe, respectful, culturally inclusive environment with consistent school rules and expectations.

- **Family and Community Involvement FC 3.3** The school's key documents (minimally, the school's improvement plan, parent involvement plan, Title I compact, and student/parent handbook) are annually reviewed for revision and disseminated to all families in the school and translated as needed. Extra attention will be given this year to engaging with students, building relationships and supporting families as we live and work through a third year of schooling affected by the pandemic.

- **Teaching and Learning TL 4.3** All instructional staff at the school is engaged in the analysis of student assessments that are aligned with standards. Progress monitoring is used consistently to track student progress and the use of interventions. An emphasis this year will be placed on

reading intervention strategies in the primary grades and building teacher capacity in grades 1-5 in the adopted Bridges math curriculum.

- **Technical and Adaptive Leadership LDR 5.5** School leaders actively promote a shared vision for equity, cultural competence, and high expectations.

CONCLUSION

We have five broad goals we shall focus on this year in addition to maintaining a safe school.

1) Ensure the safety and welfare of the students and the staff.
2) Manage student engagement with the curriculum, their teachers and their peers.
3) Maintain excellent communication among the families, staff, all stakeholders, including our community partners in education, and especially our sponsor the 4j School District.
4) Provide excellent interventions not only for academically at-risk students, but to help all students to access the curriculum and to accelerate their learning
5) Listen to our staff and our families so we can all support one another emotionally as we continue to provide an arts-integrated, standards based, equitable education for all.

Our goals are interrelated, and they are discussed under five different domains listed below.

<u>Climate and Culture</u>
A positive school climate is predicated on good communication, access to technology and Internet, as well as supporting teachers and staff in gaining the skills needed to deliver engaging curriculum during rapidly changing conditions. A strong emphasis on a social and emotional learning curriculum for students and staff is in place for this year. This will contribute to positive mental health, a sense of belonging, and a growth in self-management and agency.

We are placing our school culture under a spotlight. Last year we focused on racial biases, and this year we will spiral out into further marginalized groupings with an emphasis on LGBTQIA+ populations, gender bias with regards to women in specific, and neurodiversity. We will find ways to filter our curriculum and discourse through the ever-present lens of equity. We will continue to understand our school culture and expose areas needing repair and change. We are committed to aligning our actions to curriculum and teaching standards that foster respect and dignity for all people.

<u>Student Health and Welfare</u>
Complimentary to our deep work on climate and culture, we intend to use our work in the area of social and emotional learning to lead us into implementing Restorative Practices school-wide. We will continue our research and development on Restorative Practices. We will introduce critical tools to students and staff to embrace family diversity, prevent bias-based bullying, and create a LGBTQ and gender inclusive school, supportive of transgender, non-binary, and BIPOC students.

Academics

Accelerating learning for our students is critical. We have taken decisive action to improve the teaching of reading in the primary grades. Beginning in 2021 we hired two extra EAs to serve as additional reading instructors in grades 1-3. We have found an improvement in reading scores since then, and have continued to keep those positions filled.

We will continue the goal of improving our intervention services with the use of our Data Team, Title I Support, SPED team, and the use of our Grade Level Student Support team.

Teacher and Staff Support

We will be taking guidance from the *Oregon Framework for Teacher and Administrator for Evaluation and Support.* Professional development for staff will be connected to identified professional needs of each individual when possible, and will also be aligned with the school wide goals presented in this School Improvement Plan.

Facilities

Facilities upgrade work continued at a lively pace. With support from the Village School Foundation, Beauville Construction upgraded two of our exterior concrete staircases & McKenzie Roofing was hired to re-roof the five classroom buildings in our lower wing. They completed the work in July of 2023.

With Kitchen and ESSER II fund support, we ran a procurement process and hired The Carpet Company to upgrade flooring in five rooms. Emerald Valley Weatherization won the bids for window upgrades for our middle school and our lower wing. These two projects helped us spend the last of our ESSER II grant funding.

The major share of upgrading our courtyard happened over the summer (of 2023). Evolve Contracting won the bid. There are parts of the project that are awaiting engineering and permitting, but the overall effect on the courtyard has generated a lot of excitement for students and staff. With the near completion of the courtyard project, we have spent the last of our ESSER III funds and have submitted reports to 4J financial staff.

The process of upgrading our HVAC for the oldest part of the building was delayed as we discovered and began scoping and bidding out an upgrade for our electrical system. Once this is finished, we hope to move forward with portions of the HVAC upgrade and a solar power bid and installation. With parent support, we hope to make some upgrades to our playground. We expect both of these projects to move forward with support from the Village School Foundation.

Conclusion

We will employ a variety of means to document progress on our goals and look forward to presenting evidence of our progress at forthcoming site visits and evaluative sessions with members of the charter school review team from 4J School District.

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OREGON AT-A-GLANCE SCHOOL PROFILE

Village School

PRINCIPAL: Shannon Powell | GRADES: K-8 | 3411 Willamette St, Eugene 97405 | 541-345-7285

2022-23

Students We Serve

219
Student Enrollment

DEMOGRAPHICS

American Indian/Alaska Native	
Students	2%
Teachers	0%
Asian	
Students	0%
Teachers	0%
Black/African American	
Students	<1%
Teachers	0%
Hispanic/Latino	
Students	15%
Teachers	0%
Multiracial	
Students	8%
Teachers	0%
Native Hawaiian/Pacific Islander	
Students	<1%
Teachers	0%
White	
Students	74%
Teachers	100%

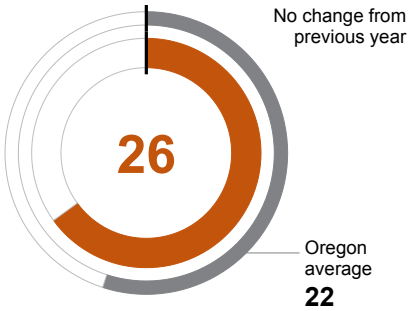
*		4
Ever English Learners		Languages Spoken
8%	45%	47%
Students with Disabilities	Required Childhood Vaccinations	Free/ Reduced Price Lunch

*<10 students or data unavailable

School Environment

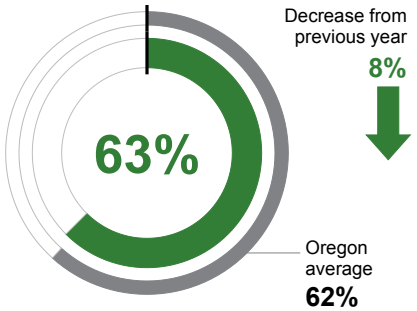
CLASS SIZE

Median class size.



REGULAR ATTENDERS

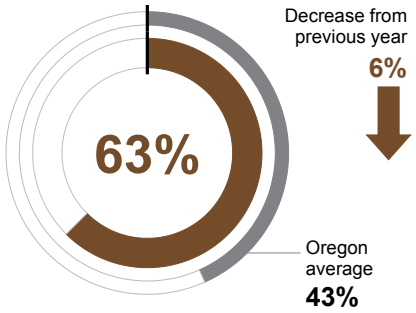
Students who attended more than 90% of their enrolled school days.



Academic Success

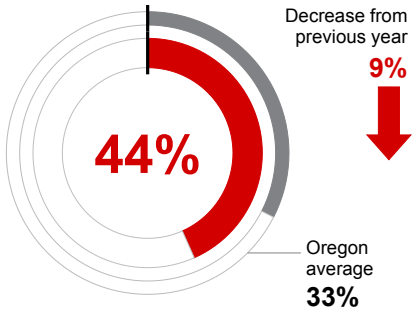
ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



MATHEMATICS

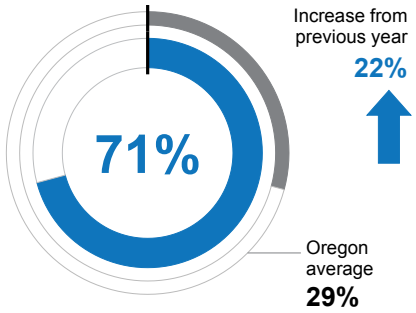
Students meeting state grade-level expectations.



SCIENCE

239

Students meeting state grade-level expectations.



School Goals

*Information was not submitted for this section.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2027. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

*Information was not submitted for this section.

School Website: www.eugenevillageschool.org

Eligibility for Free/Reduced Price Lunch expanded in 2020-21, for more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

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OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Village School

2022-23

Our Staff (rounded FTE)

7 Teachers

4 Educational assistants

<1 Counselors/ Psychologists/ Social Workers

100% Average teacher retention rate over the past three years

100% % of licensed teachers with more than 3 years of experience

No Same principal in the last 3 years

Outcomes

	REGULAR ATTENDERS	ENGLISH LANGUAGE ARTS	MATHEMATICS
American Indian/Alaska Native	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Asian	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Black/African American	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Hispanic/Latino	56%	60%	35%
Multiracial	56%	30%	10%
Native Hawaiian/Pacific Islander	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
White	65%	66%	49%
Free/Reduced Price Lunch	55%	52%	31%
Ever English Learner	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Students with Disabilities	50%	<10 students or data unavailable	<10 students or data unavailable
Migrant	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Homeless	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Military Connected	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable
Female	63%	65%	39%
Male	63%	60%	49%
Non-Binary	<10 students or data unavailable	<10 students or data unavailable	<10 students or data unavailable

About Our School

BULLYING, HARASSMENT, AND SAFETY POLICIES

*Information was not submitted for this section.

EXTRACURRICULAR ACTIVITIES

*Information was not submitted for this section.

PARENT ENGAGEMENT

*Information was not submitted for this section.

COMMUNITY ENGAGEMENT

*Information was not submitted for this section.

Data are suppressed to protect confidential student information.

For more information please visit: www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Accountability-Measures.aspx

2022-23 ESSA Accountability Details Report

Public Version - November 30, 2023

District: Eugene SD 4J
School: Village School

The Accountability Details Report displays the data for indicators used to identify schools for comprehensive or targeted supports as required by Oregon's State Plan under the Every Student Succeeds Act (ESSA). The accountability system uses six indicators for elementary and middle schools. For more information about the included indicators and their definitions and calculations, please refer to the Accountability Details Policy and Technical Manual. Arrows (up ↑ or down ↓) indicate the change in the rating level of the indicator from the previous year.

Indicator Ratings Table

Student Group	ESSA Supports	ELA Achievement	ELA Change	Math Achievement	Math Change	Regular Attenders	On Track to ELP
All Students	Not Identified	Level 3	Level 4 ↓	Level 3	Level 3 ↓	Level 2	Not Rated
Economically Disadvantaged	Not Identified	Level 3	Level 4 ↓	Level 2 ↓	Level 3 ↓	Level 2	
English Learners	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated
Students with Disabilities	Not Identified	Level 1 ↓	Not Rated	Level 1 ↓	Not Rated	Not Rated	
Underserved Race/Ethnicity	Not Identified	Level 3 ↑	Not Rated	Level 2	Not Rated	Level 2	
American Indian/ Alaska Native	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Native Hawaiian/ Pacific Islander	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Black/African American	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
Hispanic/Latino	Not Identified	Level 3 ↑	Not Rated	Level 2	Not Rated	Level 2	
Asian	Not Identified	Not Rated	Not Rated	Not Rated	Not Rated	Not Rated	
White	Not Identified	Level 3	Level 5	Level 3	Level 4	Level 2	
Multi-racial	Not Identified	Level 2	Not Rated	Level 1 ↓	Not Rated	Level 1	

Suggested Level of Support: **Not Identified** Year Identified: **Not Identified**

Met ELA and Math Participation target (95%) for all student groups: **No** (details on pages 4 and 7)

Received Title I Funds in 2022-23: **Yes**

Please note the following:

- Indicator ratings that display 'Not Rated' refer to student groups that do not meet the minimum n-size of 20 to receive a rating.
- The expansion of the federal free/reduced price meal program increased the number students included in the Economically Disadvantaged student group in 2021-22.
- The English Learner student group has different inclusion rules depending on the indicator.
- The Underserved Race/Ethnicity student group consists of the following racial/ethnic groups: American Indian/Alaska Native, Black/African American, Hispanic/Latino, and Native Hawaiian/Pacific Islander.

English Language Arts Academic Achievement Details

District: Eugene SD 4J

School: Village School

English Language Arts Achievement Level	Cut
Level 5	80
Level 4	67
Level 3	54
Level 2	18
Level 1	<18

The English Language Arts (ELA) Achievement indicator displays the percentage of students meeting the ELA achievement standard, the adjusted denominator, and the corresponding rating for each student group. The data table shows two years of data and the two-year average. Student groups are assigned a rating based on the two-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the expansion of the federal free/reduced price meal program increased the number students included in the Economically Disadvantaged student group in 2021-22.

State Long Term Goal: 80%

Student Group		2021-22	2022-23	2-year Average	Level
All Students - Percent		64.9	58.4	61.8	Level 3
All Students - Adjusted Denominator		148	149	296	
Economically Disadvantaged - Percent		64.9	44.3	58.0	Level 3
Economically Disadvantaged - Adjusted Denominator		148	79	226	
English Learners - Percent		*	*	*	Not Rated
English Learners - Adjusted Denominator		*	*	*	
Students with Disabilities - Percent		6.7	15.4	11.1	Level 1
Students with Disabilities - Adjusted Denominator		15	13	27	
American Indian/Alaska Native - Percent		*	*	*	Not Rated
American Indian/Alaska Native - Adjusted Denominator		*	*	*	
Black/African American - Percent		*	*	*	Not Rated
Black/African American - Adjusted Denominator		*	*	*	
Hispanic/Latino - Percent		55.6	54.5	55.0	Level 3
Hispanic/Latino - Adjusted Denominator		18	22	40	
Native Hawaiian/Pacific Islander - Percent		*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Adjusted Denominator		*	*	*	
Underserved Race/Ethnicity - Percent		60.0	52.0	55.6	Level 3
Underserved Race/Ethnicity - Adjusted Denominator		20	25	45	
Asian - Percent		*	*	*	Not Rated
Asian - Adjusted Denominator		*	*	*	
White - Percent		67.5	64.0	66.1	Level 3
White - Adjusted Denominator		114	111	224	
Multi-racial - Percent		46.7	21.4	35.7	Level 2
Multi-racial - Adjusted Denominator		15	14	28	

English Language Arts Average Gap Score Change Details

District: Eugene SD 4J

School: Village School

ELA Average Gap Score Change	Cut
Level 5	5
Level 4	-7
Level 3	-19
Level 2	-42
Level 1	<-42

The English Language Arts (ELA) Average Gap Score Change indicator uses the difference between a student's score and the cut score for the assessment, called a gap score. The table displays the average gap score by school year, the change in the average gap score, the count of students tested, and the corresponding rating for each student group. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating.

Student Group	2018-19	2022-23	Change in Average	Level
All Students	31	29	-2	Level 4
All Students - Denominator	128	137		
Economically Disadvantaged	8	6	-2	Level 4
Economically Disadvantaged - Denominator	73	66		
English Learners	*	*	*	Not Rated
English Learners - Denominator	*	*		
Students with Disabilities	-65	*	*	Not Rated
Students with Disabilities - Denominator	11	*		
American Indian/Alaska Native	*	*	*	Not Rated
American Indian/Alaska Native - Denominator	*	*		
Black/African American	*	*	*	Not Rated
Black/African American - Denominator	*	*		
Hispanic/Latino	17	18	1	Not Rated
Hispanic/Latino - Denominator	11	20		
Native Hawaiian/Pacific Islander	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator	*	*		
Underserved Race/Ethnicity	22	10	-12	Not Rated
Underserved Race/Ethnicity - Denominator	13	22		
Asian	*	*	*	Not Rated
Asian - Denominator	*	*		
White	32	38	6	Level 5
White - Denominator	99	105		
Multi-racial	30	-23	-53	Not Rated
Multi-racial - Denominator	15	10		

English Language Arts Participation Details

District: Eugene SD 4J

School: Village School

All students in tested grades and enrolled on the first school day in May must take a statewide assessment. The data table displays the percentage of students who took a statewide assessment by school year and student group. Student groups are assigned a rating based on the two-year average. 'Not Rated' means the student group did not meet minimum n-size of 20 to receive a rating. Note that the expansion of the federal free/reduced price meal program increased the number students included in the Economically Disadvantaged student group in 2021-22.

Participation Target: 94.5%

Student Group		2021-22	2022-23	2-year Average	Status
All Students - Percent		89.3	88.6	89.0	Not Met
All Students - Denominator		159	158	317	
Economically Disadvantaged - Percent		89.3	82.1	86.8	Not Met
Economically Disadvantaged - Denominator		159	84	243	
English Learners - Percent		50.0	50.0	50.0	Not Rated
English Learners - Denominator		2	2	4	
Students with Disabilities - Percent		68.8	61.5	65.5	Not Met
Students with Disabilities - Denominator		16	13	29	
American Indian/Alaska Native - Percent		100.0	50.0	75.0	Not Rated
American Indian/Alaska Native - Denominator		2	2	4	
Black/African American - Percent		--	100.0	100.0	Not Rated
Black/African American - Denominator		0	1	1	
Hispanic/Latino - Percent		70.0	87.0	79.1	Not Met
Hispanic/Latino - Denominator		20	23	43	
Native Hawaiian/Pacific Islander - Percent		--	--	--	Not Rated
Native Hawaiian/Pacific Islander - Denominator		0	0	0	
Underserved Race/Ethnicity - Percent		72.7	84.6	79.2	Not Met
Underserved Race/Ethnicity - Denominator		22	26	48	
Asian - Percent		--	--	--	Not Rated
Asian - Denominator		0	0	0	
White - Percent		92.6	91.5	92.1	Not Met
White - Denominator		122	118	240	
Multi-racial - Percent		86.7	71.4	79.3	Not Met
Multi-racial - Denominator		15	14	29	

Mathematics Academic Achievement Details

District: Eugene SD 4J

School: Village School

Mathematics Achievement Level	Cut
Level 5	80
Level 4	62
Level 3	43
Level 2	8
Level 1	<8

The Mathematics Achievement indicator displays the percentage of students meeting the Mathematics achievement standard, the adjusted denominator, and the corresponding rating for each student group. The data table shows two years of data and the two-year average. Student groups are assigned a rating based on the two-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the expansion of the federal free/reduced price meal program increased the number students included in the Economically Disadvantaged student group in 2021-22.

State Long Term Goal: 80%

Student Group		2021-22	2022-23	2-year Average	Level
All Students - Percent		46.6	40.3	43.6	Level 3
All Students - Adjusted Denominator		148	149	296	
Economically Disadvantaged - Percent		46.6	26.6	39.8	Level 2
Economically Disadvantaged - Adjusted Denominator		148	79	226	
English Learners - Percent		*	*	*	Not Rated
English Learners - Adjusted Denominator		*	*	*	
Students with Disabilities - Percent		6.7	7.7	7.4	Level 1
Students with Disabilities - Adjusted Denominator		15	13	27	
American Indian/Alaska Native - Percent		*	*	*	Not Rated
American Indian/Alaska Native - Adjusted Denominator		*	*	*	
Black/African American - Percent		*	*	*	Not Rated
Black/African American - Adjusted Denominator		*	*	*	
Hispanic/Latino - Percent		38.9	31.8	35.0	Level 2
Hispanic/Latino - Adjusted Denominator		18	22	40	
Native Hawaiian/Pacific Islander - Percent		*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Adjusted Denominator		*	*	*	
Underserved Race/Ethnicity - Percent		35.0	28.0	31.1	Level 2
Underserved Race/Ethnicity - Adjusted Denominator		20	25	45	
Asian - Percent		*	*	*	Not Rated
Asian - Adjusted Denominator		*	*	*	
White - Percent		54.4	46.8	50.9	Level 3
White - Adjusted Denominator		114	111	224	
Multi-racial - Percent		<5	7.1	<5	Level 1
Multi-racial - Adjusted Denominator		*	14	*	

Mathematics Average Gap Score Change Details

District: Eugene SD 4J

School: Village School

Math Average Gap Score Change	Cut
Level 5	4
Level 4	-11
Level 3	-24
Level 2	-49
Level 1	<-49

The Mathematics Average Gap Score Change indicator uses the difference between a student's score and the cut score for the assessment, called a gap score. The table displays the average gap score by school year, the change in the average gap score, the count of students tested, and the corresponding rating for each student group. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating.

Student Group	2018-19	2022-23	Change in Average	Level
All Students	0	-16	-16	Level 3
All Students - Denominator	128	138		
Economically Disadvantaged	-21	-42	-21	Level 3
Economically Disadvantaged - Denominator	74	67		
English Learners	*	*	*	Not Rated
English Learners - Denominator	*	*		
Students with Disabilities	-129	*	*	Not Rated
Students with Disabilities - Denominator	13	*		
American Indian/Alaska Native	*	*	*	Not Rated
American Indian/Alaska Native - Denominator	*	*		
Black/African American	*	*	*	Not Rated
Black/African American - Denominator	*	*		
Hispanic/Latino	11	-35	-46	Not Rated
Hispanic/Latino - Denominator	11	20		
Native Hawaiian/Pacific Islander	*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator	*	*		
Underserved Race/Ethnicity	1	-45	-46	Not Rated
Underserved Race/Ethnicity - Denominator	13	22		
Asian	*	*	*	Not Rated
Asian - Denominator	*	*		
White	0	-5	-5	Level 4
White - Denominator	100	106		
Multi-racial	-5	-67	-62	Not Rated
Multi-racial - Denominator	14	10		

Mathematics Participation Details

District: Eugene SD 4J

School: Village School

All students in tested grades and enrolled on the first school day in May must take a statewide assessment. The data table displays the percentage of students who took a statewide assessment by school year and student group. Student groups are assigned a rating based on the two-year average. 'Not Rated' means the student group did not meet minimum n-size of 20 to receive a rating. Note that the expansion of the federal free/reduced price meal program increased the number students included in the Economically Disadvantaged student group in 2021-22.

Participation Target: 94.5%

Student Group		2021-22	2022-23	2-year Average	Status
All Students - Percent		83.6	88.0	85.8	Not Met
All Students - Denominator		159	158	317	
Economically Disadvantaged - Percent		83.6	81.0	82.7	Not Met
Economically Disadvantaged - Denominator		159	84	243	
English Learners - Percent		50.0	50.0	50.0	Not Rated
English Learners - Denominator		2	2	4	
Students with Disabilities - Percent		56.3	61.5	58.6	Not Met
Students with Disabilities - Denominator		16	13	29	
American Indian/Alaska Native - Percent		50.0	50.0	50.0	Not Rated
American Indian/Alaska Native - Denominator		2	2	4	
Black/African American - Percent		--	100.0	100.0	Not Rated
Black/African American - Denominator		0	1	1	
Hispanic/Latino - Percent		75.0	87.0	81.4	Not Met
Hispanic/Latino - Denominator		20	23	43	
Native Hawaiian/Pacific Islander - Percent		--	--	--	Not Rated
Native Hawaiian/Pacific Islander - Denominator		0	0	0	
Underserved Race/Ethnicity - Percent		72.7	84.6	79.2	Not Met
Underserved Race/Ethnicity - Denominator		22	26	48	
Asian - Percent		--	--	--	Not Rated
Asian - Denominator		0	0	0	
White - Percent		87.7	90.7	89.2	Not Met
White - Denominator		122	118	240	
Multi-racial - Percent		66.7	71.4	69.0	Not Met
Multi-racial - Denominator		15	14	29	

Regular Attenders Details

District: Eugene SD 4J

School: Village School

Regular Attenders Level	Cut
Level 5	93
Level 4	89
Level 3	85
Level 2	52
Level 1	<52

The Regular Attenders indicator displays the percentage of students attending for more than 90 percent of their enrolled school days, the denominator, and the corresponding rating for each student group. The data table shows two years of data and the two-year average. Student groups are assigned a rating based on the two-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the expansion of the federal free/reduced price meal program increased the number students included in the Economically Disadvantaged student group in 2021-22.

State Long Term Goal: 93%

Student Group	Grade Range		2021-22	2022-23	2-year Average	Level
All Students - Percent	K-5		67.6	54.4	61.1	Level 2
All Students - Denominator			139	136	275	
Economically Disadvantaged - Percent	K-5		67.6	46.0	60.9	Level 2
Economically Disadvantaged - Denominator			139	63	202	
English Learners - Percent	K-5		*	*	*	Not Rated
English Learners - Denominator			*	*	*	
Students with Disabilities - Percent	K-5		*	*	26.7	Not Rated
Students with Disabilities - Denominator			*	*	*	
American Indian/Alaska Native - Percent	K-5		*	*	*	Not Rated
American Indian/Alaska Native - Denominator			*	*	*	
Black/African American - Percent	K-5		*	*	*	Not Rated
Black/African American - Denominator			*	*	*	
Hispanic/Latino - Percent	K-5		64.3	47.6	54.3	Level 2
Hispanic/Latino - Denominator			14	21	35	
Native Hawaiian/Pacific Islander - Percent	K-5		*	*	*	Not Rated
Native Hawaiian/Pacific Islander - Denominator			*	*	*	
Underserved Race/Ethnicity - Percent	K-5		63.2	52.0	56.8	Level 2
Underserved Race/Ethnicity - Denominator			19	25	44	
Asian - Percent	K-5		*	*	*	Not Rated
Asian - Denominator			*	*	*	
White - Percent	K-5		71.2	55.0	63.2	Level 2
White - Denominator			104	100	204	
Multi-racial - Percent	K-5		50.0	54.5	51.9	Level 1
Multi-racial - Denominator			16	11	27	

On Track to English Language Proficiency (ELP) Details

District: Eugene SD 4J

School: Village School

On Track to ELP Level	Cut
Level 5	80
Level 4	68
Level 3	56
Level 2	22
Level 1	<22

The On Track to English Language Proficiency (ELP) indicator displays the percentage of students who are on track to attain ELP, the denominator, and the corresponding rating for each student group. The data table shows two years of data and the two-year average. Student groups are assigned a rating based on the two-year average. '*' means data was hidden to protect student confidentiality and 'Not Rated' refers to student groups that do not meet the minimum n-size of 20 to receive a rating. Note that the expansion of the federal free/reduced price meal program increased the number students included in the Economically Disadvantaged student group in 2021-22.

State Long Term Goal: 80%

Student Group		2021-22	2022-23	2-year Average	Level
Current English Learners - Percent		*	*	*	Not Rated
Current English Learners - Denominator		*	*	*	

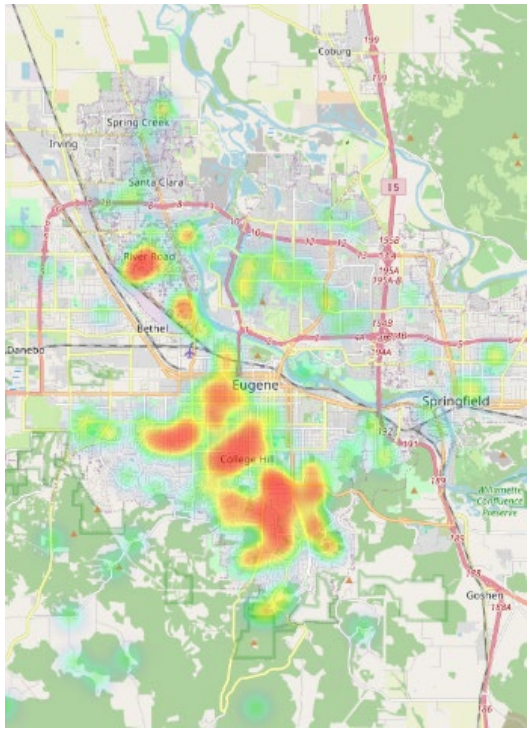
2023-24 Village Data Appendix

Enrollment

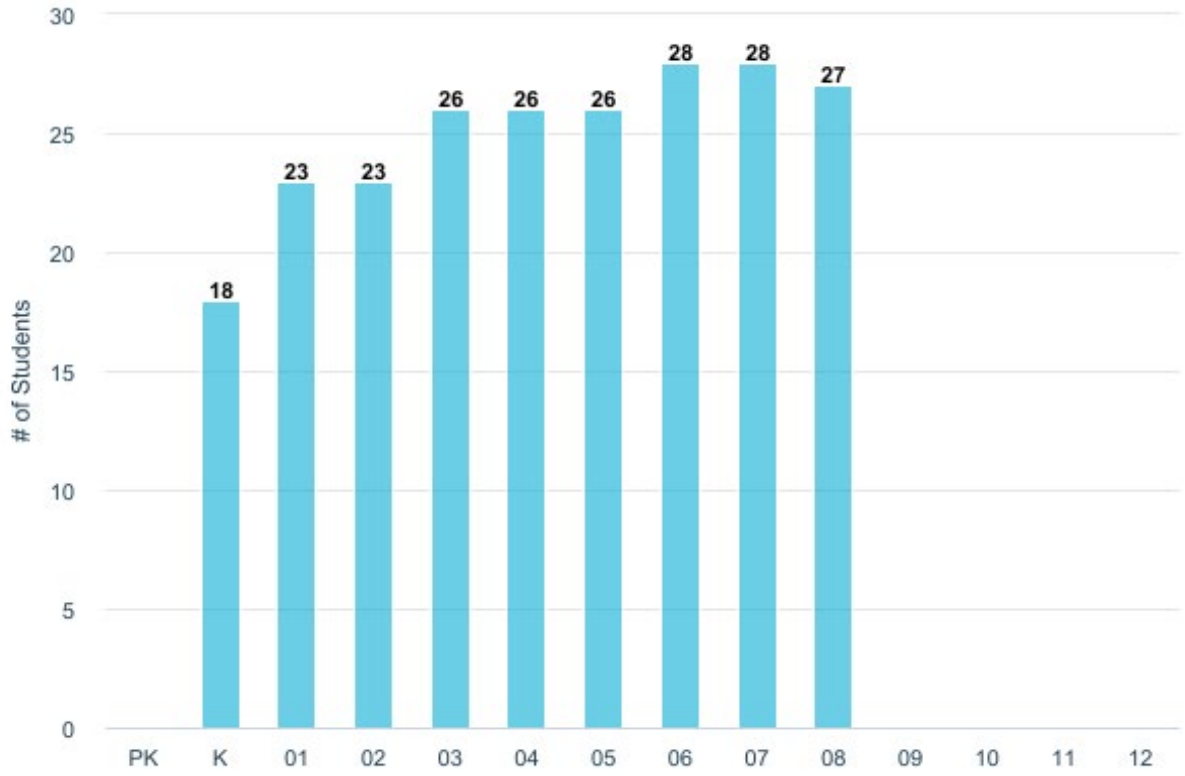
- October 1st student enrollment in the Village School remained stable in 2023-24:

SCHOOL	2023	2022	2021	2020	2019	2018	2017	2016	2015	DIFF 2023 VS 2015 (IN %)
Village School	224	224	224	226	220	220	225	213	215	**4.2**
All 4J Charters	873	848	832	848	836	847	845	851	806	**8.3**
4J	**16,440**	**16,731**	**16,767**	**16,928**	**17,415**	**17,337**	**17,524**	**17,517**	**17,326**	**(5.1)**

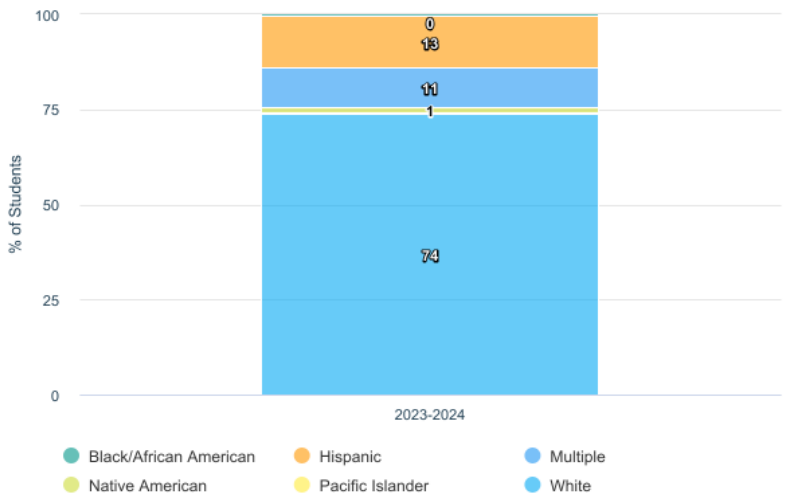
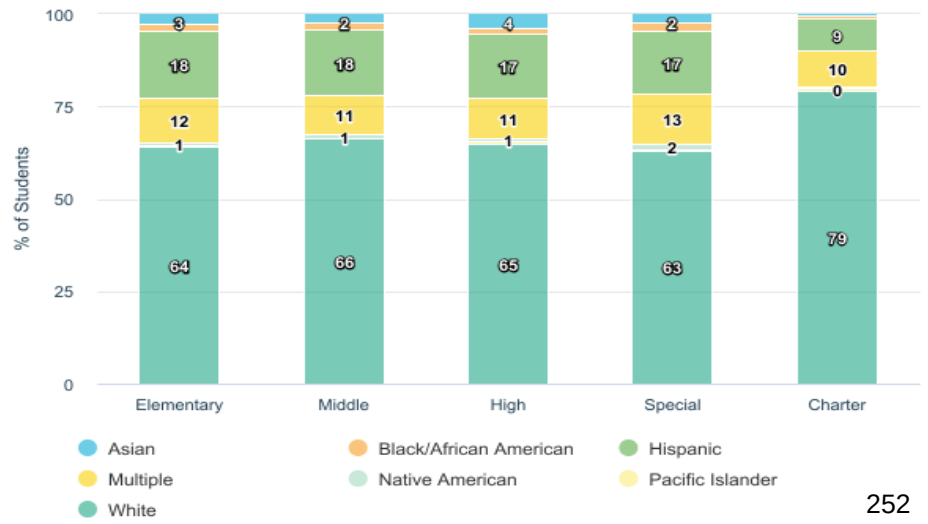
- About half of the Village students live in the South region (96 out of 224):



- Enrollment by grade:

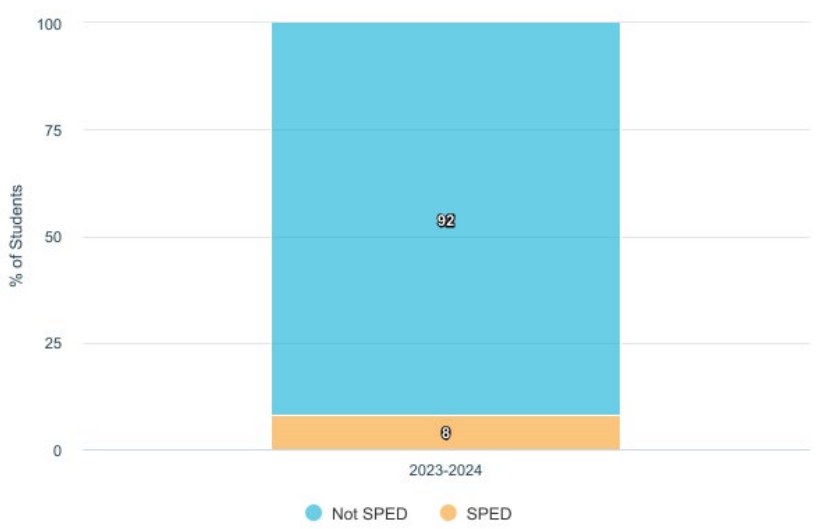
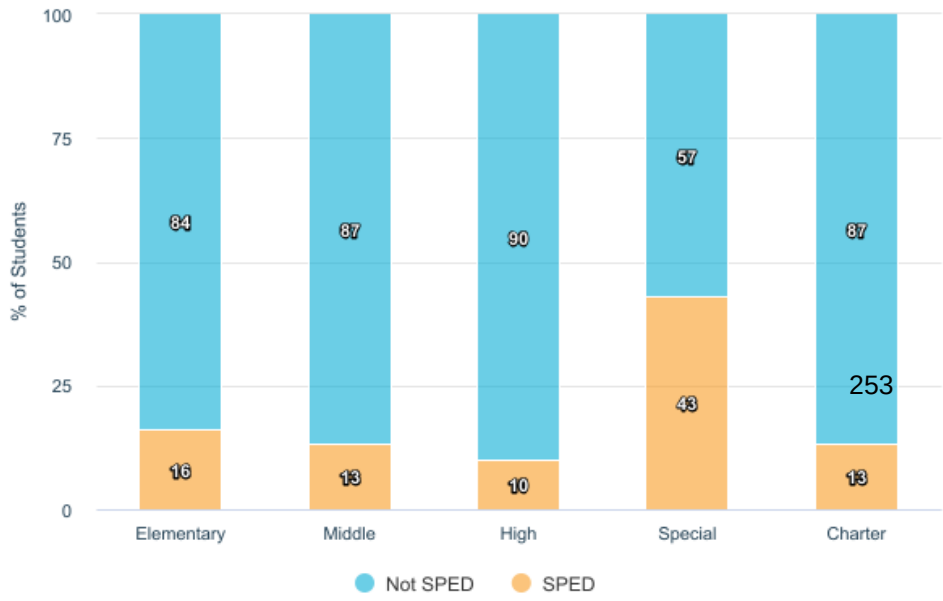


- The Village student body continues being less diverse than the 4J student body in terms of race/ethnicity:

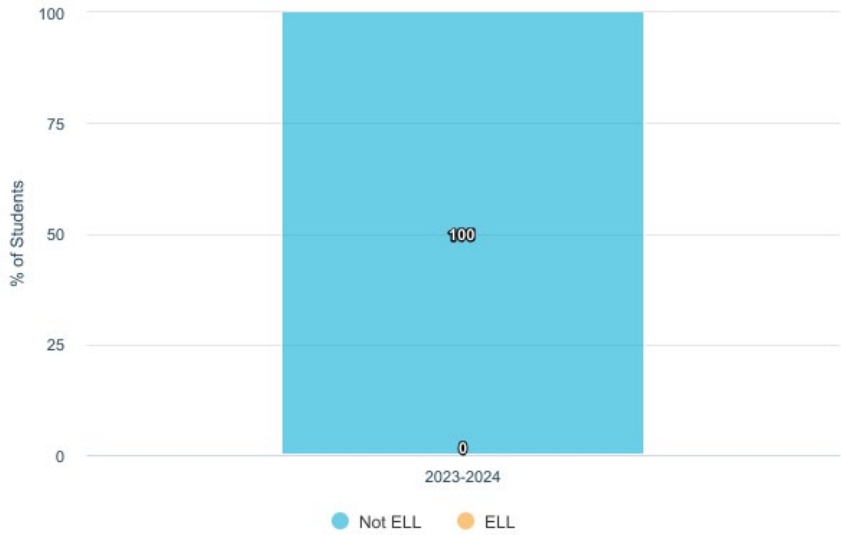
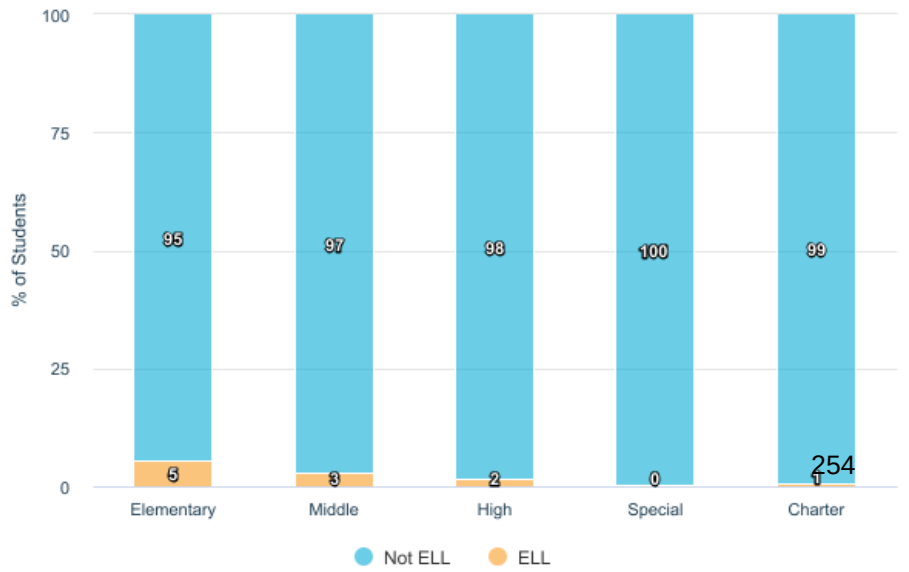
Village	4J
	

- ODE reported that in 2022-23 47% of the Village students qualified for free or reduced-price lunches, while in 4J as a whole 64% of the students did

- Village has a lower percentage of students in Special Education than elementary, middle, or charter schools in 4J

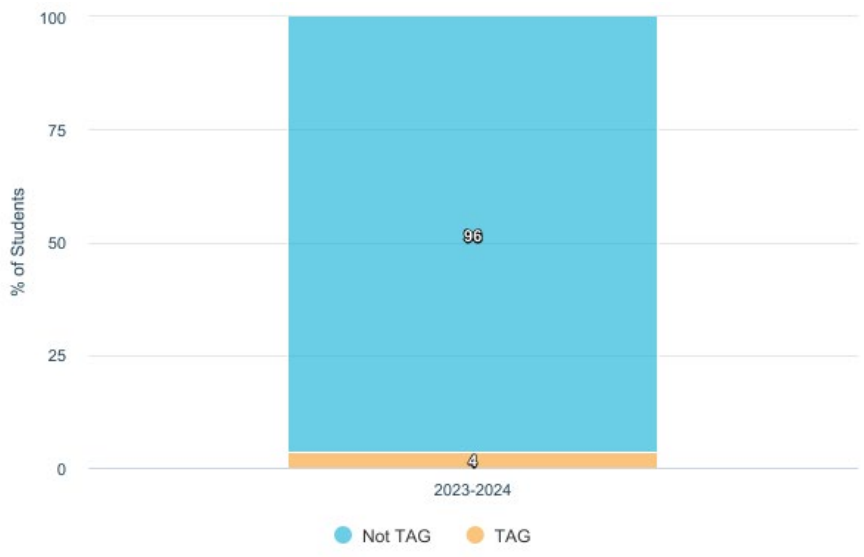
Village	4J
	

- Village has a lower percentage of students in the English Language Development program than elementary, middle, or charter schools in 4J

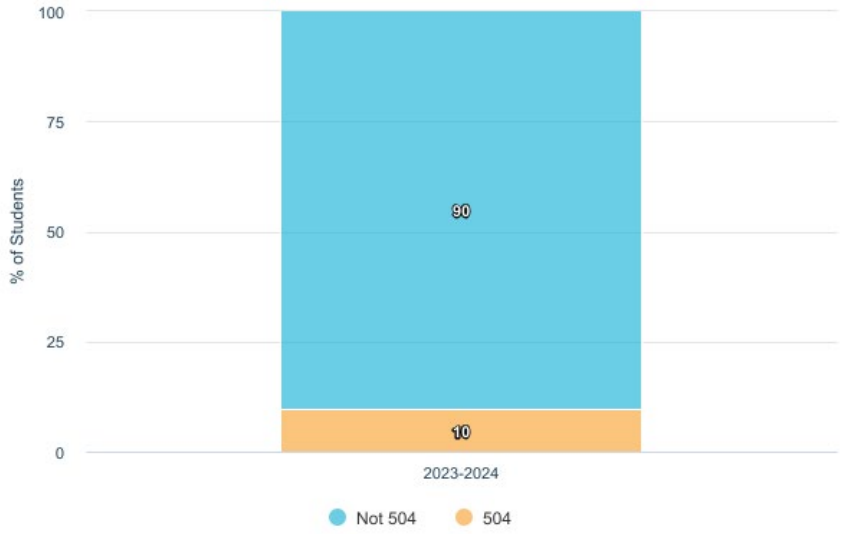
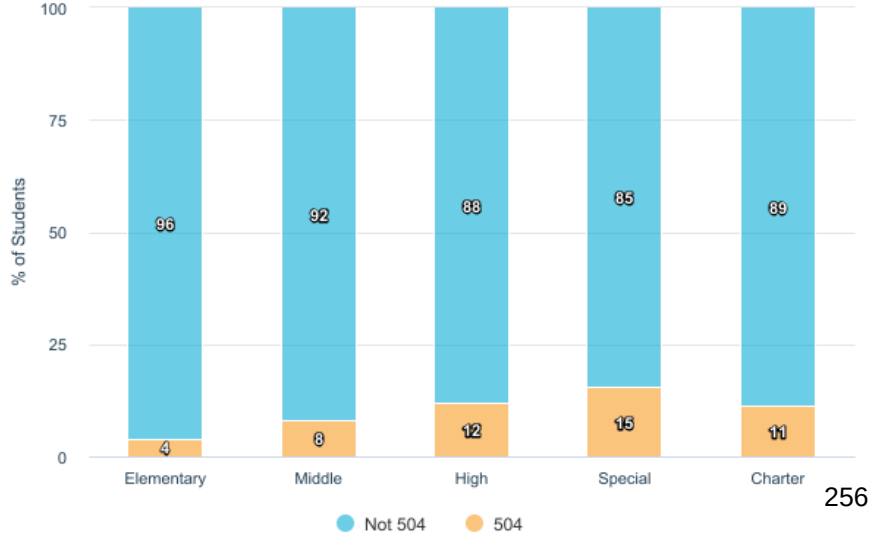
Village	4J
	

254

- Village has a lower percentage of students in the Talented and Gifted (TAG) program than elementary, middle, or charter schools in 4J

Village	4J
	

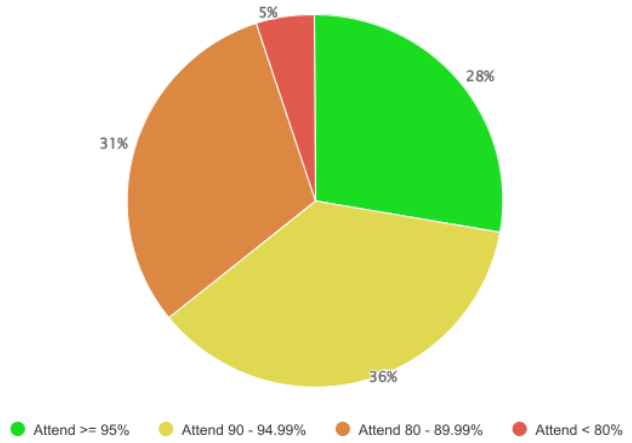
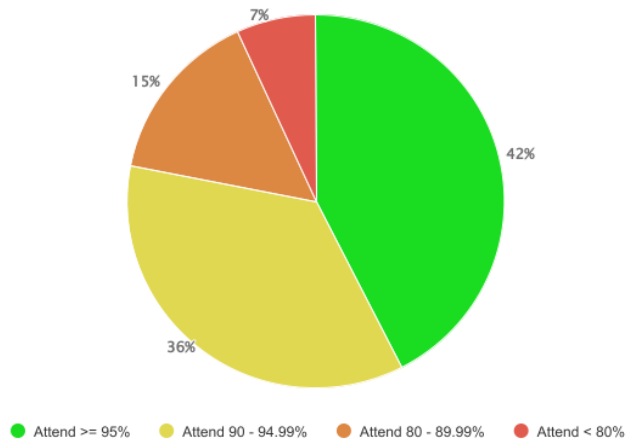
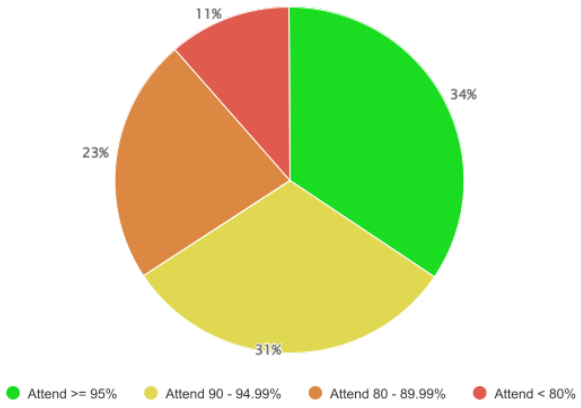
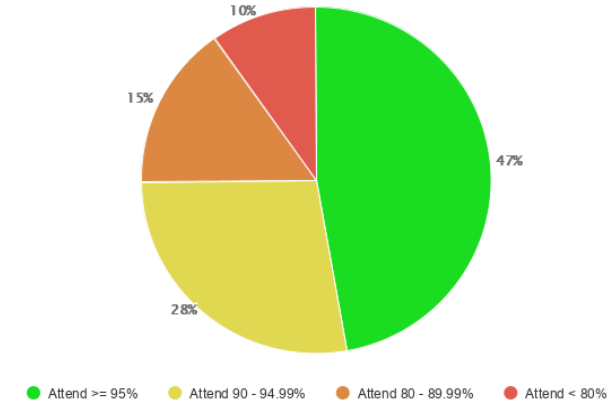
- Village has a higher percentage of students with a 504 plan than elementary or middle schools in 4J

Village	4J
	

256

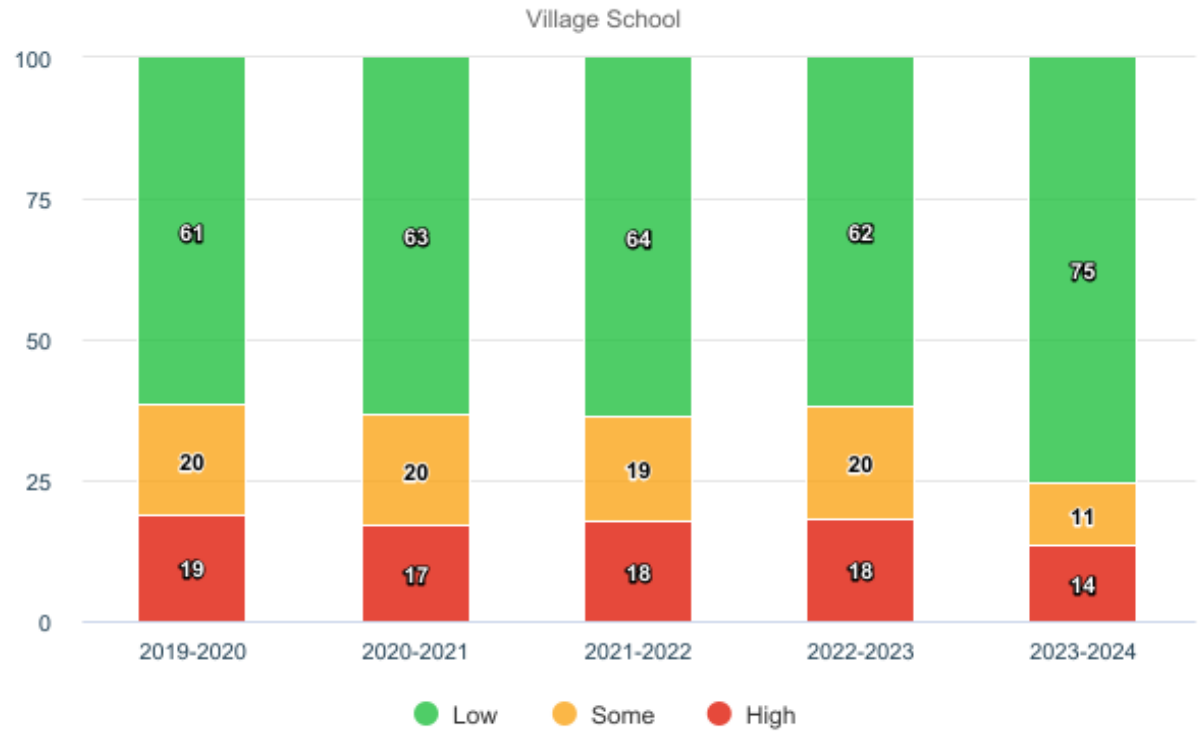
Student Attendance

- Student attendance rates declined significantly more in Village than in 4J as a whole during the pandemic, with 64% of Village students attending at least 90% of the time in 2022-23

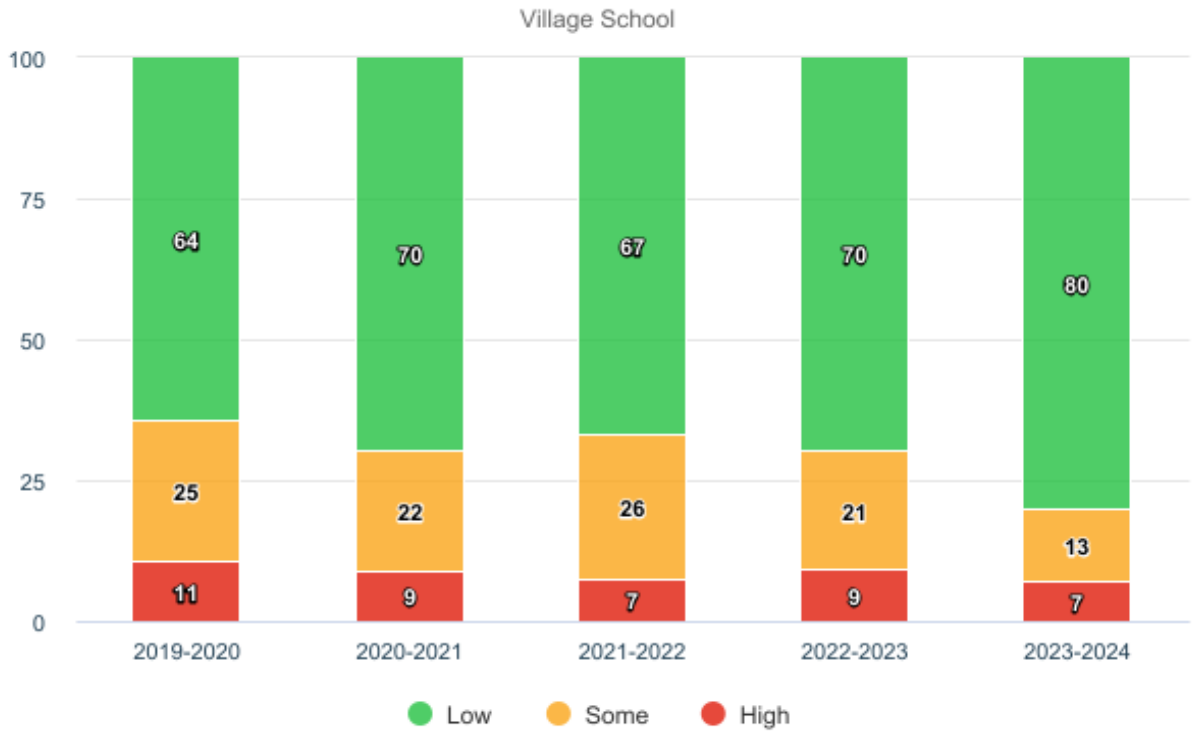
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<tr><td colspan="2">4J</td></tr>
<tr><td>2022-23</td><td>2018-19</td></tr>
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easyCBM Scores

- Village reading easyCBM scores (measured by risk levels) remained stable during the course of the pandemic and have improved so far in 2023-24:



- Village math easyCBM scores (measured by risk levels) remained relatively stable during the course of the pandemic and have improved so far in 2023-24:



OSAS Scores

- Village outperformed 4J as a whole in the Math and ELA OSAS in 2022-23 and 2021-22:

SCHOOL	2022-23 ELA			2022-23 MATH		
	PROFICIENCY RATE	N	PARTICIPATION RATE	PROFICIENCY RATE	N	PARTICIPATION RATE
Charlemagne French Immersion Elementary School	83.3	162	97.6	75.2	161	97
Ridgeline Montessori	78	150	93.8	54	150	93.8
Chinese Language Immersion School	74.5	47	96	68.1	47	96
Coburg Community Charter School	73.3	131	91.2	65.9	132	91.9
Edgewood Community Elementary School	70.5	193	90.4	57.3	192	90
Yujin Gakuen Elementary School	67.3	107	92.2	59	105	90.5
South Eugene High School	66.3	86	25.1	21.6	51	14.9
Edison Elementary School	63.9	155	82.7	58.1	155	82.7
North Eugene High School	63.2	68	27.7	34.3	102	40.7
Village School	**62.6**	**139**	**88.6**	**43.5**	**138**	**88**
Family School	62.1	58	86.6	55.2	58	86.6
Sheldon High School	61.8	152	47.3	43.1	160	49.1
Roosevelt Middle School	61.1	342	65.6	52	344	66
Camas Ridge Community Elementary	57.8	102	80.2	46.1	102	80.2
Spencer Butte Middle School	57.5	228	62.4	40.1	227	62.1
Adams Elementary School	55.8	190	88.8	50.8	185	86.5
Gilham Elementary School	52.4	288	95.3	45.1	288	95.3
Willagillespie Elementary School	51.5	204	94.2	44	200	92
Twin Oaks Elementary School	50.4	113	94.2	41.1	112	93.4
4J	**50.4**	**6591**	**76.4**	**38**	**6556**	**75.9**
Twin Rivers Charter School	50	8	45.5	12.5	8	45.5
Spring Creek Elementary School	48.2	141	92.3	44	141	92.3
Buena Vista Elementary School	47.9	192	96.5	36.6	191	96
River Road/El Camino del Rio Elementary School	47.2	180	98.4	29.2	178	97.4
Kennedy Middle School	45.6	305	91.6	28.2	308	92.4
Awbrey Park Elementary School	45.5	213	97.3	36.9	214	97.8
Arts and Technology Academy at Jefferson	44.9	325	84	29.9	308	79.4
Cal Young Middle School	44.9	365	80	32.9	350	76.5
Monroe Middle School	43	370	71.5	25.8	357	68.8
Holt Elementary School	41.6	221	96.7	37.4	219	95.9
McCornack Elementary School	40.8	169	95.5	36.7	169	95.5
Network Charter School	40	15	45	0	13	40
Madison Middle School	39.1	320	81.1	21.3	310	78.2
Kelly Middle School	38.4	294	74.8	23.6	305	77.5
Howard Elementary School	28.2	209	92.2	19.1	209	92.2
Cesar Chavez Elementary School	28.1	153	92.4	19.6	153	92.4
Churchill High School	13.2	106	43.8	8.1	123	49.8
Eugene Education Options	*	1	11.4	*	1	5.7

SCHOOL	2021-22 ELA			2021-22 MATH		
	PEOFICIENCY RATE	N	PARTICIPATION RATE	PEOFICIENCY RATE	N	PARTICIPATION RATE
Charlemagne French Immersion Elementary School	79.1	163	98.2	82.2	163	98.2
Chinese Language Immersion School	73.3	45	100	62.2	45	100
Yujin Gakuen Elementary School	63.6	118	93	58.3	115	90.6
Roosevelt Middle School	63.4	361	65.4	56.8	359	65
South Eugene High School	73.9	134	38.2	54.5	134	37.1
Edison Elementary School	66.9	118	78.3	54.2	118	78.3
Adams Elementary School	57.9	183	84.3	53.9	180	83
Village School	**69.1**	**139**	**89.3**	**53.1**	**130**	**83.6**
Camas Ridge Community Elementary	57.6	118	87	51.7	116	85.5
Ridgeline Montessori	77.6	134	91.6	50.8	132	90.3
Coburg Community Charter School	59.3	113	79.3	50	114	80.7
Gilham Elementary School	56.6	251	93	48.2	247	91.2
Willagillespie Elementary School	49.2	199	89.5	46.4	192	86.5
Edgewood Community Elementary School	61.7	175	87.3	45.1	173	86.3
Twin Oaks Elementary School	55.3	94	90.6	44.1	93	89.6
Buena Vista Elementary School	52	196	93.4	42.3	196	93.4
Spencer Butte Middle School	56.8	213	58.1	41.1	214	58.3
Sheldon High School	56	159	47	38.3	175	51.6
4J	**50**	**6356**	**74.6**	**38**	**6288**	**73.7**
Cal Young Middle School	47.3	357	77.1	36.1	352	76.1
Holt Elementary School	38.5	234	91.5	35.2	233	91.1
Awbrey Park Elementary School	48.8	205	94.5	34.8	207	95.5
Spring Creek Elementary School	37.8	135	97.2	33.6	134	96.5
Family School	49.1	53	86.2	30.2	53	86.2
McCornack Elementary School	34	147	93.4	29.9	147	93.4
Monroe Middle School	44.1	383	72.3	29.3	365	69.3
Arts and Technology Academy at Jefferson	45.8	306	75	26.7	292	71.6
Kennedy Middle School	41.8	280	88.4	26.4	284	89.7
River Road/El Camino del Rio Elementary School	51	143	86.9	25.9	143	86.9
Madison Middle School	36.6	331	79.6	21.6	305	73.5
Howard Elementary School	32.5	194	87.9	20.5	195	88.4
Kelly Middle School	38.4	294	74.4	19.7	289	72.2
Churchill High School	38.2	76	31.5	18	61	25.2
Cesar Chavez Elementary School	24.8	133	85.9	16.8	131	84.7
North Eugene High School	28	82	39.2	12.7	110	51.8
Network Charter School	28.6	7	26.9	12.5	8	30.8
Eugene Education Options		0	0		0	0
Twin Rivers Charter School		0	0		0	0

- The pattern of differentials in OSAS proficiency rates is very similar in Village than in 4J as a whole:

Student Group	2022-23 ELA OSAS					
	VILLAGE			4J		
	PROFICIENCY RATE	N	PARTICIPATION RATE	PROFICIENCY RATE	N	PARTICIPATION RATE
Students with Disabilities	25	8	61.5	19.7	806	67.4
Multi-Racial	30	10	71.4	51.4	724	76.3
Economically Disadvantaged	51.5	68	82.1	44	4608	79.9
Combined Disadvantaged	54.9	82	83	44.3	4984	78.6
Underserved Races/Ethnicities	59.1	22	84.6	31.7	1269	77.5
Hispanic/Latino	60	20	87	31.4	1117	79
Male	60	60	89.6	46.6	3425	78
All Students	**62.6**	**139**	**88.6**	**50.4**	**6591**	**76.4**
Female	64.6	79	87.9	54.4	3131	74.9
White	66.4	107	91.5	55	4431	76.1
Talented and Gifted	100	8	88.9	88.4	813	79.9
Foster Care	*	1	100	9.7	31	69.1
English Learner	*	1	50	20.3	469	89.5
Ever English Learners	*	1	50	22.6	541	85.8
Black/African American	*	1	100	30.2	86	67.9
American Indian/Alaska Native	*	1	50	37.8	37	59.7
Homeless				17	188	74.7
Migrant				27	37	86.4
Native Hawaiian/Pacific Islander				37.9	29	82.1
Recent Arrivers				42.6	47	85.1
Military Connected				47.1	17	65.4
Non-Binary				62.9	35	64.8
Asian				65.9	167	77.2

Student Group	2022-23 MATH OSAS					
	VILLAGE			4J		
	PROFICIENCY RATE	N	PARTICIPATION RATE	PROFICIENCY RATE	N	PARTICIPATION RATE
Multi-Racial	10	10	71.4	39.4	716	75.5
Students with Disabilities	12.5	8	61.5	17.5	796	66.6
Economically Disadvantaged	31.3	67	81	32.1	4594	79.5
Underserved Races/Ethnicities	31.8	22	84.6	19.5	1268	76.8
Combined Disadvantaged	33.3	81	82	32.3	4970	78.1
Hispanic/Latino	35	20	87	19.2	1115	78.1
Female	39	77	85.7	35.2	3101	74
All Students	**43.5**	**138**	**88**	**38**	**6556**	**75.9**
White	49.1	106	90.7	42.1	4409	75.7
Male	49.2	61	91	40.4	3423	77.9
Talented and Gifted	87.5	8	88.9	82.6	804	79
Foster Care	*	1	100	6.7	30	65.5
English Learner	*	1	50	13.4	464	87.1
Black/African American	*	1	100	14	86	67.9
Ever English Learners	*	1	50	14.2	541	84.4
American Indian/Alaska Native	*	1	50	31.6	38	61.3
Homeless				10.2	187	71.6
Migrant				15.4	39	90.9
Military Connected				23.5	17	65.4
Native Hawaiian/Pacific Islander				31	29	82.1
Recent Arrivers				38.3	47	82.1
Non-Binary				40.6	32	59.3
Asian				62.6	163	75

Exclusionary Discipline

- The number of exclusionary discipline actions in Village in 2022-23 remained stable compared with 2021-22 and significantly lower than it was 5 years ago

YEAR	# EXPULSIONS	# IN-SCHOOL SUSPENSIONS	# OUT-OF-SCHOOL SUSPENSIONS	N
2022-23	0	0	1	223
2021-22	0	0	0	223
2018-19	0	0	0	226
2017-18	0	2	3	220
2016-17	0	7	6	220
2015-16	0	3	21	225

The Village School

A Review of the 2022-23 School Improvement Plan and Goals for the 2023-24 School Year

The Village School
3411 Willamette Street
Eugene, Oregon 97405
541-345-7285
https://eugenevillageschool.org

The Village School
K-8 Public Charter School
Report on 2022-23 School Improvement Plan

The Village School is a K-8 public charter school currently in its 23rd year of operation. The school's pedagogy is built upon the principles of Rudolf Steiner and the theory of multiple intelligences as described by Howard Gardner. The school emphasizes arts-integration across the curriculum and promotes sustainable environmental practices, social justice, and personal wellness.

The school serves a diverse population of 226 children in grades K – 8 and offers advantages such as:

- Small class sizes with full enrollment (K =18; 1 & 2 = 23 each; 3, 4 & 5 = 26; 6, 7 & 8 = 28 each)
- The looping of students with the same teacher in grades 1-3, 4-5, and 7-8.
- Stable and experienced teaching staff
- Rigorous academic performance standards for students
- Use of IIPM (Instructional Intervention/Progress Monitoring) to support student learning
- Ongoing work on implementing PBIS
- Highly skilled Title I staff that assist and guide student academic interventions
- Integration of Oregon Curriculum Standards and the pedagogy of Rudolf Steiner
- Instruction in the visual arts, instrumental and vocal music, handwork, movement (physical education) and Spanish
- Theater and class plays are produced by each grade level throughout the school year
- High degree of parental involvement and a strong sense of school community
- Commitment to ecologically sound practices. Awarded status of Premier Green School.
- Excellent ties to community groups and business partners
- Provide wholesome hot lunches and breakfast via an on-site staff and scratch kitchen
- On-site school garden tied to the classroom curriculum and the school's scratch kitchen
- Effective use of professional development days and teacher common planning time
- Use of participatory decision-making process by faculty and staff
- Commitment to promoting diversity, equity and belonging through board, staff, and parent based committee work and professional development with staff
- Prudent management of limited financial resources
- Strong, positive relationship with the Eugene 4J School District

Demographics
As of December 2022, 42% of The Village School students qualified for the Free/Reduced Lunch program, making the school eligible for Title I funding. We received approval for school-wide Title I status in 2005. As with other District schools, Title I funding was reduced significantly from roughly $90,000 in 2011-12 to $54,500 in 2018-19, but has since fluctuated from $64,050 in 2019-20 to $82,155 for 2020-21 to $64,120 for 2021-22, to $84,800 for 2022-23, and down to $51,900 for 2023-24. During periods of reduced funding we have drawn upon general or special grant funds to employ a part-time Title I Coordinator and four part-time Title I Instructional Assistants who serve the needs of academically at-risk students in grades 1-5; we also have two Title I tutors specializing in reading support for grades 1-3. There is also a part time math tutor for students in grades 6-8.

Of students reported to ODE in Sept 2022, 74% are White, 10% are multi-racial, 13% are Hispanic, 0.5% are Asian/Pacific Islander, 0.5% are African American and 2% are Native American. The current gender breakdown is 53% female, 45% male and 1% nonbinary. There are currently 16 students who receive some form of Special Education instruction, and several others are being reviewed for qualification. In June of 2023, all 26 of our 8th grade students participated in commencement ceremonies. They have gone on to local comprehensive and public charter high schools. The 26 students matriculated to the following schools: South Eugene 18; Sheldon 2; Churchill 2; Springfield HS 1; Thurston HS 1; Twin Rivers 1; and Academy of Arts Academics 1.

Administrative Staff

Shannon Powell and Roz Romatz serve as co-principals. Shannon and Roz are sharing the principal job and the role of teacher for the sixth grade. They each divide their day between teaching and administrative duties, Shannon doing the administrative role in the morning and sixth grade in the afternoon, Roz doing sixth grade in the morning and administrative role in the afternoon. This arrangement has worked very well for a number of reasons. First and foremost, with two people dividing and tracking the myriad tasks an administrator does, more work gets done. Second, Shannon and Roz have each other to bounce ideas off of, which is an unquestionable advantage in this job. Third, the sixth grade gets two teachers, teaching their preferred subjects, which allows for more focus and greater depth in teaching. Shannon and Roz have worked at the Village School collectively for over thirty years, both as teachers and in high level leadership roles.

The executive director is Andy Peara and has served in that position since 2010. Andy also helped to establish the school during its founding period and first two years of operations. The school principal(s) and the executive director share administrative responsibilities for personnel, policy development, and public relations. The principal is responsible for the curriculum, instruction, and student oversight. The executive director oversees finances, fundraising, facilities, and information technology. The school is in compliance with the requirements for percentage of licensed staff under charter school law.

Teachers and Staff

Seven of the school's eleven main classroom teachers are licensed through TSPC. The other four main classroom teachers, all highly experienced and trained, are Waldorf certified and have a charter registration with TSPC. For the 2023-24 school year we hired a long-term substitute (Sept to Dec) for our 7th/8th grade math/science teacher to support a staff member on sabbatical, a 1st grade assistant, an additional instructional assistant to help facilitate reading instruction in grades 1-3, and a new handwork assistant. We have another 34 staff, most of whom are part-time. This includes specialty teachers for choir, guitar, marimba, PE/movement, Spanish, and handwork; all are either licensed or registered with TSPC. There are also Title I and food service staff and a facility maintenance person.

Teacher and Staff Evaluation and Support

Our new teachers have been set up with experienced mentors and regular check-ins from the principals. This year the focus is the same as last year, student engagement and belonging. Shannon and Roz wanted to give teachers an opportunity to capitalize on gains made last year. Teachers will set their own goals and give feedback/requests on preferred professional development. The principals will continue to bring speakers and professional development that addresses topics like neurodiversity,

racial bias and gender bias to sharpen the focus of our staff goals. Principals will also provide articles, books, and other resources to support teachers as they enhance their understanding and importance of engaging all students. Student engagement increases achievement, connection, and an overall joy of learning. A strong sense of belonging can lead to increased engagement, healthy relationships, and overall school safety.

HOW WE MEASURE SUCCESS

Our mission is to educate the whole child, head, heart and hand, using holistic, arts-integrated methods informed by studies in child development. Our overarching goals are for students to master curriculum standards, develop practical and artistic capacities, establish a deep reverence for the natural world, and use higher order thinking skills with initiative and compassion to be productive citizens in a rapidly changing world.

The Village School measures success by the growth of academic, creative and social-emotional skills, measured by formal and informal reports on student progress.

- Use parent surveys to receive feedback from the school community.
- Employ empathy interviews with students to assess their response to our programs.
- Perform progress monitoring of academic skills using formative and summative assessments via EasyCBM, Bridges or Saavas Math, teacher created assessment, and portfolio (main lesson book) review.
- Collect anecdotal narratives from the teachers on individual student progress.
- Gather anecdotal reports from high school teachers when students matriculate.

Academic Progress Monitoring
Historically we have reported Spring EasyCBM and OSAS scores. Prior to SBAC testing, the OSAS tests allowed us to gauge overall results for our school via summative data from a standardized test. The EasyCBM helped us monitor efforts to students receiving Title I or SPED services. From 2015-2018 there were significant parents' protests to participate in SBAC, (for 2022, participation in the math and ELA tests exceeds the average in the 4J School District). Because the statutes allowed parents to opt their students out of participation in SBAC, we developed a new set of goals for Spring EasyCBM. Since 2018-19. We have fused the results of EasyCBM to gauge overall progress. (Note: Historically 2nd grade scores are low due to the school's pedagogical principles and de-emphasis on traditional reading instruction in grades K-1). Using the new criteria based predominantly on the results of EasyCBM we will demonstrate our school's capacity to help students excel beyond the State average.

READING

EasyCBM Goal: *We will improve the reading skills of all students in all grades. By Spring as measured by EasyCBM we have specific goals for each grade level for students:*

- For 2nd grade: percentage of students in EasyCBM "low risk category" for reading comprehension and fluency (above the 30st percentile in both categories). Our goal is that at least 50% of 2nd grade students will exceed this threshold by the Spring test.

- For 3rd – 8th grade: percentage of students scoring at or above the 50th percentile in EasyCBM reading comprehension test. Our goal is that at least 50% of 3nd grade, and 60% of students in grades 4-8 will exceed this threshold by the Spring test.

Spring [2016-19 & 2021-23] and Winter 2020 District EasyCBM Assessment

The data listed below shows percentage of students meeting or exceeding targeted threshold:

Grade	2016	2017	2018	2019	2020*	2021	2022	2023
2	50%	45%	32%	26%	44%	36%	52%	48%
3	63%	75%	65%	35%	50%	62%	77%	77%
4	88%	77%	77%	77%	54%	73%	84%	64%
5	54%	50%	58%	69%	58%	58%	73%	88%
6	54%	38%	65%	61%	71%	71%	71%	71%
7	46%	58%	50%	43%	65%	75%	82%	81%
8	68%	50%	62%	57%	72%	86%	96%	85%

Data collected includes results from the Spring of 2016 through 2023 except that 2020 results are from the winter. Reviewing the data along the diagonals, (longitudinal view), shows that all of the classes, except grade 5 progressed towards the goals. The data shows that all grades exceeded the goal, except 2nd which was very close. In 2021, we added two reading tutors to our Title I staff to address "learning loss" priorities as per the ESSER III grant and have kept their position staffed ever since. The additional staffing have allowed us to run daily small reading groups for all students in grades 1-3.

State OAKS Assessment now SBAC*:

Percentages show students who Met/Exceeded the standard in Reading.

	Pre-SBAC						SBAC						
	2009	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2022**	**2023**
Grade	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**
3	100	100	74	71	63	63	23.5	52.6	66.7	57.1	30.4	54.5	15.4
4	91	100	100	84	81	81	25.0	41.7	38.1	60.0	62.5	70.8	48.0
5	96	85	92	88	62	52	54.5	57.1	80.0	60.0	89.5	70.8	72.0
6	71	91	88	92	80	65	4.8	71.4	37.5	76.2	57.1	36.0	59.1
7	83	88	88	69	92	88	4.3	70.0	66.7	57.1	72.7	87.5	>95.0
8	83	82	83	70	89	76	12.5	35.3	52.6	73.3	78.3	91.3	91.3

As mentioned, the higher participation rates (87.5%) on the OSAS tests improve the overall credibility of the test. All grades except 3rd grade and 4th scored higher than state and district averages. 4th grade scores fared better than the state average. As discussed with district staff, The Village School

encourages participation in the OSAS tests.

The 2023-24 School Improvement Plan calls for a continuation of our comprehensive literacy program as well as sustained silent reading, and small reading groups for grades 1-3. In addition, students participate in "reading buddies," (for example, 8th graders reading with first graders). Our library continues to support student interest in reading, is open for classes 15 hours a week, and has made major SIA and Oregon State Library grant investments in new books aimed at reaching a broad diversity of students. We continue to participate in OBOB (Oregon Battle of the Books), and utilize this space for after school team practice as well.

MATH

EasyCBM Goal: *We will improve numeracy skills and the understanding of mathematical concepts for all students in all grades. By Spring as measured by EasyCBM we have specific goals for each grade level for students:*

- For 2nd grade: percentage of students in EasyCBM "low risk category" for math (above the 30st percentile). Our goal is that at least 50% of 2nd grade students will exceed this threshold by the Spring test.

- For 3rd – 8th grade: percentage of students scoring at or above the 50th percentile in EasyCBM math test. Our goal is that at least 50% of 3nd grade, and 60% of students in grades 4-8 will exceed this threshold by the Spring test.

Spring [2016-19 & 2021-23] and Winter 2020 District EasyCBM Assessment

The data listed below shows percentage of students meeting or exceeding targeted threshold:

Grade	2016	2017	2018	2019	2020	2021	2022	2023
2	41%	50%	35%	30%	77%	45%	50%	74%
3	33%	63%	42%	8%	31%	50%	46%	50%
4	50%	42%	65%	46%	23%	50%	80%	50%
5	73%	58%	52%	54%	46%	58%	42%	65%
6	60%	65%	70%	54%	86%	61%	50%	36%
7	58%	54%	68%	57%	63%	79%	79%	81%
8	60%	41%	65%	57%	77%	50%	80%	88%

Data collected includes Spring results from 2016 through 2023, with the exception that 2020 results were recorded in the Winter. The data shows that grades 2, 3, 5, 7 & 8 met or exceeded the goal. Longitudinal growth is apparent only for grades 7 and 8. Though 6th grade results were lower than expected, we were encouraged to see that the 6th grade cohort did significantly better in the most

recent, Fall 2023 assessment, with 62% meeting our goals; furthermore, within that cohort, 7 students who scored lower than the 50% percentile in the Spring scored above the standard in the fall.

Partly in response to the needs for greater support in the younger grades, we adopted the Bridges math curriculum for grades 1 through 5 in August, 2019. Teachers embraced the activities-oriented, common-core related curriculum, with a coordinated scope and sequence. To advance the teachers skills in using the Bridges curriculum we hired a consultant to provide coaching.

State OAKS Assessment (now SBAC*): *Table shows students who met or exceeded the math standard.*

	Pre-SBAC						**SBAC**						
	2009	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2022**	**2023**
Grade	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**	**%**
3	88	88	65	79	67	67	21.0	36.8	50.0	73.7	28.6	33.3	20.0
4	87	96	77	60	65	65	16.0	57.9	57.1	60.0	58.3	58.3	29.2
5	87	88	69	56	58	40	60.0	66.7	75.0	55.0	57.9	38.1	44.0
6	62	76	60	64	40	54	18.0	57.1	47.1	68.4	46.2	25.0	17.4
7	82	86	60	69	68	80	N/A	44.4	75.0	69.2	72.7	79.2	73.7
8	96	91	73	60	73	76	N/A	33.3	47.4	73.3	60.9	73.9	82.6

Participation rates in the OSAS Math (88.0%) shows improvement over 2022 (83.4%). The percent of students meeting or exceeding standards for grades 5, 7 and 8 was higher than both the state and district averages. Test scores for grades 3, 4 and 6 were below both state and district averages. Village School has been working with a rigorous math curriculum for grades 3-8 that is aligned to the Common Core, with some exceptions as to timing of content to align with Waldorf principles.

Total Population (All Students)

		Village Particip.	Village 3 & 4 Score	State Particip.	State 3 & 4 Score	District Particip.	District 3 & 4 Score
Mathematics	Grade 3	96.2	20.0	93.7	39.7	93.2	44.2
Mathematics	Grade 4	92.3	29.2	93.4	37.6	91.8	46.5
Mathematics	Grade 5	96.2	44.0	93.0	30.7	90.1	38.1
Mathematics	Grade 6	85.2	17.4	91.6	28.1	77.2	29.3
Mathematics	Grade 7	70.4	73.7	88.7	29.6	75.3	37.1
Mathematics	Grade 8	88.5	82.6	86.8	25.5	70.7	32.7
English Language Arts	Grade 3	100.0	15.4	93.9	39.4	93.4	47.1
English Language Arts	Grade 4	96.2	48.0	93.6	42.3	91.9	51.8
English Language Arts	Grade 5	96.2	72.0	93.3	47.1	90.5	56.9
English Language Arts	Grade 6	73.3	59.1	92.4	41.0	78.4	48.7
English Language Arts	Grade 7	70.4	95.0	90.1	43.8	76.4	48.1
English Language Arts	Grade 8	88.5	91.3	88.5	41.9	71.6	46.9
Science	Grade 5	96.2	72.0	93.7	30.3	92.3	41.4
Science	Grade 8	92.3	66.7	89.2	26.0	80.5	34.7

Highest of 3 comparison Groups
Middle of 3 comparison Groups
Lowest of 3 Compariso Groups

ATTENDANCE

Examining attendance data is another way to indicate student engagement.

For 2022-23 our attendance rate was 90.9%. We have a few students who show high levels of non-attendance and we are working with families directly to find out why the students are missing so many days and, as well, to troubleshoot solutions to the issue to increase attendance for these students.

PARENT INVOLVEMENT

Parent involvement has always been a cornerstone to the success of The Village School. We require 40 hours of volunteering per family per year. We have many parents who greatly enjoy volunteering for our events, in classrooms, and in our kitchen. During 2022-23, we were able to bring back all of our traditional school-wide events in person. These events were very well attended, with a lot of families volunteering to make them happen. Our events for this 2023-24 are as follows:

Sept 20	Title I sponsored Back to School Night and individual classroom meetings
Oct 27	Dia de los Muertos (family event)
Oct 31	Halloween Hike (student event)
Nov 2-3	Parent/Teacher Conferences
Nov 8	Title I family math night
Dec 6	Winter Concert
Feb 9	Grandparents and Grandfriends Day
Feb 10	Heart of the Village - a Parent Council fundraiser fair
Mar 8	Parent/Teacher Conferences K-5
Mar 14	Title I sponsored Author's Night for grades 1-5 and families
May 1	May Day Celebration (student event)
TBD	Spring Concert

GOALS FOR 2023-2024

The Village School has a number of school-wide initiatives that are currently in place and are built upon the work performed in previous years.

Diversity and Equitable Access for All Students: EE 2.3, DSC 1.1, FC 3.3, LDR 5.5
A Diversity, Equity, and Inclusion committee was originally formed in October of 2016. The current iteration takes three forms:

1. Our board regularly addresses the topic
2. An internal DEI committee composed of teachers and staff meet regularly
    a. They are actively developing a scope and sequence of what and how social justice and anti-racist curriculum is taught in grades K-8
    b. A subset of this work is the staff examining their own biases and how that is reflected in their work
    c. The DEI committee is capitalizing on work done last year with facilitator Dion C. Jordan by bringing in new speakers to broaden the scope of awareness in regards to bias. This year we will be working with Transponder for a Gender 101 class, Ayisha Elliott who will discuss intersectional bias, and we are in early communication with Leticia Garcia Tiwari who we will ask to address neurodiversity
3. Our Parent Council addresses the topic on specific dates during monthly meetings
    a. The parents are surveyed and guest speakers are selected to present at certain monthly meetings followed by structured dialogue

Positive Behavioral Interventions & Supports
The Campus Climate Team (formerly: behavior committee) meets once per month to discuss protocol and interventions for behavioral issues. The CCT also creates school-wide rules and incentive programs. The CCT uses the PBIS model as their overarching guide. This model creates systems that support a positive, proactive approach to discipline in schools. The PBIS model encourages educators to reflect on personal biases that may color disciplinary methods. This levels the playing field for all students, especially those who are historically underserved and disadvantaged. As well, it supports our goals for

diversity and equitable access and creates a calm and safe school environment, where all students and educators deeply understand the behavior expectations and what to expect when they are not met.

Enhanced Focus on Student Achievement and Behavior Management *EE 2.3, DSC 1.1, TL 4.3, LDR 5.5*
We conduct monthly data team meetings for grades 1 through 5, with classroom teachers and our Title I staff. Data teams meet monthly from October to June. The Title I coordinator leads the meetings and teachers bring classroom assessments and student work to the meetings. In addition, EasyCBM scores are analyzed. Interventions are suggested and recorded and timelines are closely monitored. The principal also attends the data team meetings and invites the SpEd teacher and school psychologist as needed.

In 2018 the Grade Level Student Support (GLS) team meetings were established. The original purpose of the team is to identify and provide support for students demonstrating a need in managing their behavior. Teachers in grades K-8 meet monthly. Classroom teachers, Title I staff, principals, and the school counselor participate in the meetings.

The GLS meetings are also a time to speak confidentially about the families of our students. The meetings are used to identify students and families that may be experiencing difficulty in their home lives. We use the meetings to monitor students' health and well-being and select ideas and resources that teachers or support staff can use with the students and/or their families.

Additional Goals for 2023-2024
We intend to continue our work related to diversity, equity and inclusion; social and emotional skill development; professional development aligned specifically with a teacher's professional goals; and improving attendance. These initiatives translate into the following goals for the 2023-24 school year:

- **Educator Effectiveness EE 2.3** Professional development activities for all staff (administrators, counselor, teachers, and paraprofessionals) are aligned to ensure a continued growth in content knowledge as well as in effective instructional delivery.

- **District and School Climate and Culture DSC 1.1** The administrative team and staff work together to create a safe, respectful, culturally inclusive environment with consistent school rules and expectations.

- **Family and Community Involvement FC 3.3** The school's key documents (minimally, the school's improvement plan, parent involvement plan, Title I compact, and student/parent handbook) are annually reviewed for revision and disseminated to all families in the school and translated as needed. Extra attention will be given this year to engaging with students, building relationships and supporting families as we live and work through a third year of schooling affected by the pandemic.

- **Teaching and Learning TL 4.3** All instructional staff at the school is engaged in the analysis of student assessments that are aligned with standards. Progress monitoring is used consistently to track student progress and the use of interventions. An emphasis this year will be placed on

reading intervention strategies in the primary grades and building teacher capacity in grades 1-5 in the adopted Bridges math curriculum.

- **Technical and Adaptive Leadership LDR 5.5** School leaders actively promote a shared vision for equity, cultural competence, and high expectations.

CONCLUSION

We have five broad goals we shall focus on this year in addition to maintaining a safe school.

1) Ensure the safety and welfare of the students and the staff.
2) Manage student engagement with the curriculum, their teachers and their peers.
3) Maintain excellent communication among the families, staff, all stakeholders, including our community partners in education, and especially our sponsor the 4j School District.
4) Provide excellent interventions not only for academically at-risk students, but to help all students to access the curriculum and to accelerate their learning
5) Listen to our staff and our families so we can all support one another emotionally as we continue to provide an arts-integrated, standards based, equitable education for all.

Our goals are interrelated, and they are discussed under five different domains listed below.

<u>Climate and Culture</u>
A positive school climate is predicated on good communication, access to technology and Internet, as well as supporting teachers and staff in gaining the skills needed to deliver engaging curriculum during rapidly changing conditions. A strong emphasis on a social and emotional learning curriculum for students and staff is in place for this year. This will contribute to positive mental health, a sense of belonging, and a growth in self-management and agency.

We are placing our school culture under a spotlight. Last year we focused on racial biases, and this year we will spiral out into further marginalized groupings with an emphasis on LGBTQIA+ populations, gender bias with regards to women in specific, and neurodiversity. We will find ways to filter our curriculum and discourse through the ever-present lens of equity. We will continue to understand our school culture and expose areas needing repair and change. We are committed to aligning our actions to curriculum and teaching standards that foster respect and dignity for all people.

<u>Student Health and Welfare</u>
Complimentary to our deep work on climate and culture, we intend to use our work in the area of social and emotional learning to lead us into implementing Restorative Practices school-wide. We will continue our research and development on Restorative Practices. We will introduce critical tools to students and staff to embrace family diversity, prevent bias-based bullying, and create a LGBTQ and gender inclusive school, supportive of transgender, non-binary, and BIPOC students.

Academics

Accelerating learning for our students is critical. We have taken decisive action to improve the teaching of reading in the primary grades. Beginning in 2021 we hired two extra EAs to serve as additional reading instructors in grades 1-3. We have found an improvement in reading scores since then, and have continued to keep those positions filled.

We will continue the goal of improving our intervention services with the use of our Data Team, Title I Support, SPED team, and the use of our Grade Level Student Support team.

Teacher and Staff Support

We will be taking guidance from the *Oregon Framework for Teacher and Administrator for Evaluation and Support.* Professional development for staff will be connected to identified professional needs of each individual when possible, and will also be aligned with the school wide goals presented in this School Improvement Plan.

Facilities

Facilities upgrade work continued at a lively pace. With support from the Village School Foundation, Beauville Construction upgraded two of our exterior concrete staircases & McKenzie Roofing was hired to re-roof the five classroom buildings in our lower wing. They completed the work in July of 2023.

With Kitchen and ESSER II fund support, we ran a procurement process and hired The Carpet Company to upgrade flooring in five rooms. Emerald Valley Weatherization won the bids for window upgrades for our middle school and our lower wing. These two projects helped us spend the last of our ESSER II grant funding.

The major share of upgrading our courtyard happened over the summer (of 2023). Evolve Contracting won the bid. There are parts of the project that are awaiting engineering and permitting, but the overall effect on the courtyard has generated a lot of excitement for students and staff. With the near completion of the courtyard project, we have spent the last of our ESSER III funds and have submitted reports to 4J financial staff.

The process of upgrading our HVAC for the oldest part of the building was delayed as we discovered and began scoping and bidding out an upgrade for our electrical system. Once this is finished, we hope to move forward with portions of the HVAC upgrade and a solar power bid and installation. With parent support, we hope to make some upgrades to our playground. We expect both of these projects to move forward with support from the Village School Foundation.

Conclusion

We will employ a variety of means to document progress on our goals and look forward to presenting evidence of our progress at forthcoming site visits and evaluative sessions with members of the charter school review team from 4J School District.

THE VILLAGE SCHOOL
EUGENE, OREGON

3411 Willamette St. Eugene, Oregon 97405
Phone: (541) 345-7285 Fax: (541)242-6874 Email: village@4j.lane.edu
www.eugenevillageschool.org

September 3, 2024

Ms. Jenny Jonak, Board Chair
Mr. Colt Gill, Superintendent
Eugene 4J School District
200 N. Monroe
Eugene OR 97405

Dear Jenny & Colt

The Village School will be celebrating its 25th year of providing an education that fully integrates the arts with an academic curriculum, guided by observations of child development that promote the healthy growth of the whole human being – the head (thinking), the heart (feeling), and the hands (willing). We would like to express our greatest appreciation for the support the District has provided over the years including the willingness to sell us our site at 3411 Willamette St.

As required by our 2015-25 Charter agreement, we would like to request the renewal of our charter with the Eugene 4J School District for the maximum permissible length.

Thanks for your time and for everything you do for students in our district!

Andy Peara

Andy Peara
Executive Director

Term and Renewal.

3.1 Term. The Contract term will be ten years, beginning on the effective date under Section 2, and expiring June 30, 2025.

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

3.2.1 The request for an extension or renewal must be submitted to the District no later than October 31, 2024. The request will state the requested length of the extension or the renewal term.

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

(a) Is performing in relation to representations made at the time the Contract was approved;

(b) Is in compliance with all applicable state and federal laws;

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

(d) Has responded to requests or requirements made by the District in relation to annual reviews;

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

(f) Is fiscally stable and has maintained a sound financial management system; and

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

3.2.3 Assuming all requested materials are provided to the District in a timely manner, the District Board will make a renewal decision on or about February 1 of the tenth year of the Contract term.

Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

ITEM FOR FUTURE ACTION

Date of Meeting
November 6, 2024

Title
OSBA Election and Resolutions

Presenters
Judy Newman, Board Director and OSBA Legislative Policy Committee, Lane Region Representative

Background
The OSBA Board approved putting three resolutions to a vote of member boards. The resolutions propose:

- Increasing members' dues for the first time since 1998.
- Creating the Oregon School Board Members PRIDE Caucus for people who identify as LGBTQIA2S+.
- Updating OSBA's bylaws.

The voting period is open from November 7 through December 15, 2024.

Amount of Time Requested
10 minutes

Resolution to Amend the OSBA 2023 Bylaws

WHEREAS, the Oregon School Boards Association (OSBA) was formed in 1946 as a volunteer association of locally elected public school boards;

WHEREAS, in 2017, through a vote of the OSBA membership, OSBA was incorporated under ORS chapter 65 as a public benefit non-profit corporation and the OSBA bylaws replaced the OSBA constitution;

WHEREAS, in 2018, through a vote of the OSBA membership, the OSBA bylaws were amended to expand the OSBA board of directors and legislative policy committee with representatives from the Oregon school board members of color caucus;

WHEREAS, in 2023, through a vote of the OSBA membership, the OSBA bylaws were amended to expand the OSBA board of directors and legislative policy committee with representatives from the Oregon rural school board members caucus and additional revisions to the bylaws;

WHEREAS, in 2024, the OSBA board of directors reviewed the OSBA bylaws and proposes to amend the OSBA bylaws as reflected in the attached draft OSBA bylaws with changes highlighted in the attached draft OSBA bylaws crosswalk document; and

WHEREAS, the substantive changes to the draft OSBA bylaws are the following:

- Allowing caucuses to have an additional director on the OSBA board of directors in the circumstance where the OSBA president or immediate past president is a director from a caucus. This revision is intended to provide the same opportunity for representation for caucuses as is currently provided to regionally elected directors.
- Clarify that OSBA board of directors must comply with the Oregon government ethics laws with respect to conflicts-of-interest.
- Require OSBA caucuses to submit an annual year end fiscal report to the OSBA board of directors.
- Create officer eligibility criteria that requires candidates for officer positions and directors in officer positions to be voting members of the OSBA board of directors.
- Expand the OSBA board of directors and legislative policy committee with representatives from the Oregon school board members PRIDE caucus.
- Edits to grammar, punctuation, and language for readability.

THEREFORE, BE IT RESOLVED by the OSBA board of directors that the proposed draft OSBA bylaws be submitted to the membership for consideration during the 2024 OSBA election; and

BE IT FURTHER RESOLVED that the proposed draft OSBA bylaws, the draft OSBA bylaws crosswalk document and a copy of this resolution be forwarded to all OSBA member boards in accordance with the OSBA board of directors' adopted elections calendar.

Submitted by: OSBA Board of Directors



BYLAWS

As Amended by the Membership: December 2023

Proposed Edits: September 14, 2024

1201 COURT STREET NE, SUITE 400 • SALEM, OR 97301 | 1-800-578-OSBA • OSBA.ORG

SECTION 1 PURPOSE

The Oregon School Boards Association (the "Association" or "OSBA") exists solely to perform essential governmental functions and all of its income accrues to the State of Oregon or its political subdivisions as required under IRC Section 115. In particular, the Association's mission and purpose are as follows:

A. To work for the general advancement and improvement of the education of all public school children of the State of Oregon.

B. To gather and disseminate information pertinent to the successful operation of public schools.

C. To work for the most efficient and effective organization of public schools of this state. "Public schools" include local school districts, education service districts, the State Board of Education, and community colleges classified as a political subdivision.

D. To work for adequate and dependable financial support for the public schools of this state.

E. To study all legislation which affects the public schools of Oregon and to support and work for that which appears to be desirable and to keep members informed thereof. To propose and work for the enactment of proper educational legislation.

F. To encourage the establishment and maintenance of best practices and high standards in the conduct and operation of the public school educational system.

G. To study and interpret educational programs and to relate them to the needs of pupils.

H. To promote public understanding of the role of school boards and school board members in the improvement of education.

I. To conduct seminars, conferences, and research projects in the various aspects of education for the benefit of members.

J. To endeavor to implement the policies, beliefs, and resolutions of the Association members and board of directors.

K. To do such other things as the member boards or board of directors may deem appropriate for the accomplishment of these and other purposes which tend to improve public education.

L. To enter into such cooperative agreement with members for the pooling of resources and the provision of services as may result in the more efficient utilization of district resources and accrue to their financial advantage.

SECTION 2 MEMBERS

2.1 **Admission**. All members must qualify as (1) a "political subdivision" as defined under Treas Reg § 1.103-1(b) and Revenue Ruling 78-276, 1978-2 CB 256 and (2) as one of the following:

2.1.1 ~~Local~~ School District as defined under ORS Chapter 332;

2.1.2 Education Service District as defined under ORS Chapter 334;

2.1.3 Community College District as defined under ORS Chapter 341;

2.1.4 State Board of Education as defined under ORS Chapter 326; and

2.1.5 Any other governmental educational organization qualifying as a political subdivision, as approved by resolution of the board of directors.

2.2 **Dues**. Annual dues shall be set by majority vote of the members and shall be based on resident Average Daily Membership (ADMr) as of December 31 of the preceding year as reported to the Oregon Department of Education. Dues shall be payable on July 1 of each year and shall become delinquent on September 1 of each year. Member status shall automatically terminate for members failing to pay dues by September 1 unless an extension is requested and granted by the board of directors.

2.3 **Reserved Powers of the Members**. The following corporate actions require the consent and approval of the members:

2.3.1 Election and removal of directors except as set forth in Section 3.8;

2.3.2 Election and removal of the Legislative Policy Committee ("LPC") members except as set forth in Section 4.1.3(g);

2.3.3 Approval of resolutions to effectuate any of the following:

(a) Adoption, amendment, or restatement of the articles of incorporation or bylaws;

(b) Modification to the region descriptions set forth in Section 2.6.1; and ~~the~~

(c) Dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association's assets.

2.4 **Voting Power**.

2.4.1 Election of Directors and LPC Members. For the purposes of nominating and electing directors and LPC members, each member shall have one vote.

2.4.2 Resolution. For the purposes of approving a resolution, each member shall have one vote on all resolutions except as follows:

(a) K-12 Local Districts with an ADMr between 15,600 and 23,400 shall have two votes.

(b) K-12 Local Districts with an ADMr between 23,400.1 and 31,200 shall have three votes.

(c) K-12 Local Districts with an ADMr between 31,200.1 and 39,000 shall have four votes.

(d) K-12 Local Districts with an ADMr of 39,000.1 or more shall have five votes.

2.5 **Process of Approval of Member Resolutions**.

2.5.1 Generally, members shall approve resolutions annually by ballot vote. Members or the board of directors may submit a resolution for member approval. Such resolutions shall be submitted to the board of directors no later than September 30~~th~~. The board of directors shall distribute all timely submitted resolutions, together with an official ballot, to the members no later than October 15. Members shall vote by ballot submitted to the board of directors no later than December 15.

2.5.2 ~~The board of directors may call a special meeting of the members under Section 2.9, as necessary.~~

2.6 Regional Election of Directors and LPC Members.

2.6.1 Regional Voting. For the purposes of nominating and electing the board of directors and LPC members, the Association members shall be organized into and represented by region:

(a) Eastern Region includes all of the members located in the counties of Baker, Grant, Malheur, Union, Wallowa, and Wheeler.

(b) Gorge Region includes all of the members located in the counties of Gilliam, Morrow, Sherman, Umatilla, and Wasco.

(c) Central Region includes all of the members located in the counties of Crook, Deschutes, and Jefferson.

(d) Southeast Region includes all of the members located in the counties of Harney, Klamath, and Lake.

(e) Southern Region includes all of the members located in the counties of Jackson and Josephine.

(f) Lane Region includes all of the members located in the county of Lane.

(g) Clackamas Region includes all of the members located in the count~~y~~ies of Clackamas and Hood River.

(h) Douglas/South Coast Region includes all of the members located in the counties of Coos, Curry, and Douglas.

(i) Linn, Benton, Lincoln Region includes all of the members located in the counties of Benton, Lincoln, and Linn.

(j) Marion Region includes all of the members located in the county of Marion.

(k) Yamhill, Polk Region includes all of the members located in the counties of Polk and Yamhill.

(l) North Coast Region includes all of the members located in the counties of Clatsop, Columbia, and Tillamook.

(m) Washington Region includes all of the members located in the county of Washington.

(n) Multnomah Region includes all of the members located in the county of Multnomah.

2.6.2 Members shall be assigned to the region in which their main administrative office is located. If a member's district boundaries span more than one region, the member board must declare which region it intends to vote and shall vote only in that region.

2.6.~~2~~3 Regional elections shall be determined ~~taken~~ by a majority of votes cast by members within ~~of~~ the ~~members within the~~ region.

2.7 **Modification of Regions**. A formal review of the regional organizations described in Section 2.6.1 shall be conducted by the board of directors at least every three years commencing with 2017. Any recommended changes to the regional organization shall be submitted to the members in the form of a resolution in accordance with the provisions of Section 2.~~11~~5.

2.8 **Annual Meetings**. An annual meeting of members shall be held in November of each year unless a different date or time is fixed by the board of directors and stated in the notice of the meeting. Failure to hold an annual meeting on the stated date shall not affect the validity of any corporate action. At the annual meeting, the president and secretary-treasurer of the board of directors~~,~~ and any other officer or person whom the president may designate, shall report on the state of the Association, ~~the~~ its activities, and its financial condition ~~of the Association~~.

2.9 **Special Meetings**. A special meeting of members shall be held upon the call of the president or 25 percent of the board of directors. All members shall be officially notified of a special meeting by written notice, mailed via U.S. mail or electronic mail, to all members at least 15 days prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the members, the place and time of the meeting, and instructions describing the method by which members can participate by telephone or video. Notice shall also comply with all procedures and include any information as required by ORS Chapter 192.

2.10 **Telephonic/Video Meetings**. The board of directors may permit any member to participate in any annual or special meeting of the membership, or conduct the meetings through~~,~~ the use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A member participating in the meeting by this means is deemed to be present ~~in person~~ at the meeting.

2.11 **Place of Meetings**. Meetings of the members shall be held at any place, in ~~or out of~~ Oregon, designated by the board of directors. If a meeting place is not designated by the board of directors, the meeting shall be held at the Association's principal office.

2.12 **Action by Written Ballot**. Any action required of the members will be taken by written ballot, and the Association will deliver a written ballot to every member entitled to vote on the matter. Once delivered, a written ballot may not be revoked.

2.13 **Quorum**. A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the association.

2.~~13.1~~14 **Approval:** With the exception of approving amendments to the Association's bylaws~~,~~ ~~which is~~as outlined in Section 7.1 ~~of these bylaws~~, and with the exception of regional elections outlined in 2.6.3, approval by written ballot is effective ~~when~~at the end of the voting period when:

(a) The number of votes cast by ballot equals or exceeds a quorum of the members; and
(b) The number of approvals equals or exceeds a majority of the number of returned ballots.

SECTION 3 DIRECTORS

3.1 **Powers**. Except as provided under Section 2.~~2~~3, all corporate powers shall be exercised by or under the authority of ~~and the affairs of, are managed under the direction of~~ the board of

directors. The board of directors shall adopt policies defining specific obligations of the board of directors.

3.2 Qualifications. Directors must serve on the board of a member of the Association throughout the duration of their term, with the exception of the director serving as past president.

3.3 Number. The board of directors shall consist of not fewer than three nor more than 25 persons. The number of directors may be fixed or changed periodically, within the minimum~~,~~ and maximum, by the members.

3.4 Term. Directors shall take office on January 1 and shall serve for a term of two calendar years or until their successors are elected and qualified. Terms shall be staggered as per the election calendar.

3.4.1 Directors who took office prior to January 1, 2018, and are re-elected may serve for any number of terms as long as they continuously remain members of the board of directors.

3.4.2 Directors taking office on or after January 1, 2018, may serve five consecutive two-year terms and, if eligible, may rerun after a two-year hiatus.

3.4.3 If a director serving as immediate past president requires additional time beyond the term limits outlined above, the term limits will be held in abeyance to allow the director to complete their term as immediate past president.

3.5 Composition. The board of directors will be comprised of up to ~~23~~ 22 regionally elected directors, one designated director as defined in the bylaws of the Oregon School Board Members of Color Caucus, ~~and~~ one designated director as defined in the bylaws of the Oregon Rural School Board~~s~~ Members Caucus, and one designated director as defined in the bylaws of the ~~-~~Oregon school board members PRIDE caucus ~~and ex-officio nonvoting members~~ advisors ~~as delineated in Section 3.5.4~~.

3.5.1 Regional Elected Directors. Each region, as described under Section 2.6.1, shall elect one director except as follows:

(a) Clackamas Region shall elect two directors;

(b) Marion Region shall elect two directors;

(c) Washington Region shall elect three directors; and

(d) Multnomah Region shall elect three directors.

(e) ~~Provided, however, that i~~If the president or immediate past president of the board of directors is a representative director from a region that elects only one director, that region shall elect an additional director or directors to serve for the duration of the president and/or the immediate past president's term.

3.5.2 Regional Election.

(a) The nomination and election of directors shall be in accordance with the elections calendar annually adopted by the board. The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions.

(b) Each regional candidate for a director position shall be nominated by a member within the region by means of a nomination form. ~~The board of directors shall distribute notice of position vacancies, candidate information packets, and official nomination forms to all incumbent directors and members in electing regions.~~ To nominate a director candidate, one or more of the members in the region must timely submit to the board of directors a formal resolution or motion of the member and the completed nomination form(s). Nominations in regions where there is more than one open director position shall indicate the numbered position for which the nomination is being submitted.

(c) Each member in a region shall have one vote in the regional elections for the board of directors. The director candidate receiving a majority of the votes cast by ~~the~~ ~~of~~ the members within the region shall be elected.

~~(a)~~(d) In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes cast, a second regional ballot shall be required between the two candidates receiving the highest number of votes; the one receiving a majority of the votes is elected.

3.5.3 ~~Designated~~ Caucus Representatives. In accordance with their bylaws, caucuses of OSBA shall appoint a representative of the Caucus to serve as a director of the Association. The representative must be an elected or appointed member of any public board of education in Oregon ~~who~~ that is an active member in good standing with the Association. All Association bylaws and policies shall apply to the designated representative serving as the Caucus' director of the Association.

If the president or immediate past president of the board of directors is a representative director from a caucus, then the caucus shall elect an additional director to serve for the duration of the president and/or the immediate past president's term.

3.5.4 Ex-Officio. The following individuals or their designee may serve as ex-officio, nonvoting, advisors to the board of directors:

(a) Any director of the National School Boards Association elected from Oregon;

(b) ~~Any officer of the National School Boards Association, National School Boards Advocacy Committee, or an officer of the NSBA Pacific Region.~~

(c) ~~The immediate past president of the Oregon Association of School Executives;~~

(d) The ~~immediate past president~~ Executive Director of the ~~Confederation~~ Coalition of School Administrators;

(e) The ~~board section president~~ Chair-Elect of the Oregon Association of Education Service Districts;

(f) The board ~~section~~ president of the Oregon Community College Association;

(g) The chair of the State Board of Education; and

(h) Any other person ~~as~~ that the board of directors may appoint.

Ex-officio advisors do not attend executive sessions of the board of directors unless they hold a separate position that entitles them to attend executive session, or they are invited to attend by the board of directors.

Ex officio advisors are not eligible for travel reimbursement from OSBA unless they hold a separate position for which travel reimbursement is provided.

3.6 **Vacancies**. In the event that any director position, other than the president or immediate past president serving as a second director for a region as set out in Section 3.5.1(e), is vacant during the term of office, the remaining directors may appoint an interim director from the same region to serve until December 31 of the same year.

If the board of directors cannot recruit a candidate from the region, they may appoint a person from a contiguous region to serve as director representing the open region. An individual appointed as a director from a contiguous region is not eligible to serve as an officer of the board.

All appointed interim directors must run for regional election during the next election cycle following appointment in order to be eligible to continue service on the board of directors past December 31 of the election year. The members shall elect, using the procedures in Section 3.5.2, an interim director to serve from January 1 of the next year until the end of the remaining term.

If there is a vacancy in an OSBA caucus-designated director position, then the caucus shall, as set forth in Section 3.5.3, appoint a new caucus representative to serve the remaining term.

3.7 **Resignation**. A director may resign at any time by delivering written notice to the president or the secretary. A resignation is effective when notice is effective under ORS 65.034 unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors.

3.8 **Removal**. A director may be removed for cause by vote of two-thirds majority of the directors. A director may be removed with or without cause by a majority vote of the members who elected the director. The board may provide guidance or adopt and amend policies regarding what types of actions the board considers to be sufficient cause for removal.

3.9 **Regular Meetings**. An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of members. The board of directors may schedule additional regular meetings to occur during a calendar year. ~~If the time and place of any other directors' meeting is regularly scheduled by the board of directors, the meeting is a regular meeting.~~ All other meetings are special meetings.

3.10 **Special Meetings.** A special meeting of the board of directors may be called by the president or the president-elect or 20 percent of the board of directors. All directors shall be officially notified of a special meeting by written notice delivered personally, by telephone, or electronic mail at least 48 hours prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the directors, the place and time of the meeting, and instructions describing the method by which directors can participate by telephone or video. No matter may be considered at a special meeting other than the matter(s) specified in the notice.

3.11 Place of Meetings. The board of directors may hold annual, regular, or special meetings at any location in the State of Oregon.

3.12 Telephonic/Video Meetings. The board of directors may conduct meetings through the use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. A director participating in the meeting by this means is deemed to be present at the meeting.

3.~~10~~13 Notice of Meetings. All ~~members~~ directors shall be officially notified of a special meeting by written notice delivered personally, by telephone or electronic mail to all directors at least 48 hours prior to the date of the meeting. Such notice shall include a description of all agenda items and any matters to be voted upon by the directors, the place and time of the meeting, and instructions describing the method by which directors can participate by telephone or video. Notice of meetings shall ~~also~~ comply with all procedures and include any information as required by ORS Chapter 192.

3.~~11~~14 Waiver of Notice. A director may at any time waive any notice required by these bylaws. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director, at the beginning of the meeting or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. Except as provided in the preceding sentence, any waiver must be in writing, must be signed by the director entitled to the notice, must specify the meeting for which the notice is waived, and must be filed with the minutes or the corporate records.

3.~~12~~15 Quorum. A quorum of the board of directors shall consist of a majority of the number of directors in office at the time the meeting begins.

3.~~13~~16 Voting. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board of directors except to the extent that the articles of incorporation, these bylaws, or applicable law require the vote of a greater number of directors.

3.~~14~~17 Presumption of Assent. A director who is present at a meeting of the board of directors when corporate action is taken is deemed to have assented to the action taken unless:

(a) The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting the business at the meeting; and

(b) The director's dissent from the action taken is entered in the minutes of the meeting.

3.~~15~~18 Compensation. Directors and members of committees may receive reimbursement of such expenses as may be determined by resolution or policy of the board of directors to be just and reasonable. Directors shall not otherwise be compensated for service in their capacity as directors.

3.~~16~~19 Director Conflict of Interest. The Association shall maintain a Conflict of Interest policy, the terms of which comply with ORS 65.361 and ORS Chapter 244. The board of directors shall annually review and notify ~~its members and~~the directors of the current Conflict of Interest policy. ~~Each director shall annually complete and return a Conflict of Interest statement.~~

SECTION 4 COMMITTEES AND CAUCUSES

4.1 Standing Committees. The board of directors shall maintain the standing committees described below:

4.1.1 Executive Committee. The executive committee shall consist of the five officers of the board of directors: the president as chair~~man~~ and as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws, the president-elect, the vice president, the secretary-treasurer, and the immediate past president. The executive committee ~~may act, pursuant to~~is ~~delegation~~ delegated ~~of~~ authority to ~~such committee by the board of directors,~~act in place and instead of the board of directors between board meetings on all matters except those specifically reserved to the board under the terms of the bylaws. Actions of the executive committee shall be reported to the board of directors ~~by mail, email,~~on a timeframe consistent with the seriousness and urgency of the matter and within two weeks if practicable. Additionally, executive committee actions will be reported ~~or~~ at the next regular board meeting.

4.1.2 Finance Committee. The finance committee shall be appointed by the president and shall be composed of members from Oregon public school districts, education service districts, and community colleges with boards that meet all criteria to be Association voting members. The members shall include, but are not limited to, the President as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws, the Association secretary/treasurer and vice president, one ~~Association board director~~ trustee from the PACE board, one district business official, and one at-large board member.

~~Finance committee members serve for a term of two (2) years unless they are appointed to replace a member who left the committee before finishing their two-year term, in which case the member will serve the remainder of the two-year term.~~ The trustee from the PACE board is recommended by the PACE Board of trustees, appointed by the President, subject to approval by the Board, and will serve a two-year term, with no term limits. The district business official and the at-large board member will be recommended by OSBA staff, appointed by the President, subject to approval by the Board, will serve two-year terms, with no term limits, and staggered start dates starting in January.

The finance committee shall operate within the corporation's investment guidelines and the Finance Committee ~~o~~Operating ~~g~~Guidelines.

4.1.3 Legislative Policy Committee. The board of directors shall maintain a Legislative Policy Committee ("LPC").

(a) Purpose. The LPC shall develop legislative policies which are recommended to and approved by the members as a resolution proposed by the board of directors and voted on by the membership in accordance with Section 2.4 and 2.5. The LPC also advises the executive director and staff during legislative sessions.

(b) Composition. The LPC shall be composed of the voting members of the board of directors, the President as an ex-officio voting member pursuant to section 5.5.1 of the Bylaws, ~~and the~~ regional representatives elected under the procedures defined in Section 4.1.3(c) ~~and~~ (~~d~~e), ~~and~~ one designated voting member as defined in the bylaws of the Oregon School Board Members of Color Caucus, ~~and~~ one designated

voting member as defined in the bylaws of the Oregon Rural School Board~~s~~ Members Caucus, and one designated voting member as defined in the bylaws of the Oregon school board members PRIDE caucus. All committee members must be elected or appointed directors of a member as defined in Section 2.1. The vice president of the board of directors shall chair the LPC.

~~(b)~~(c) Qualifications. LPC representatives must serve on the board of a member of the Association throughout the duration of their term.

~~(c)~~(d) Nomination. The board of directors shall cause the nomination form to be distributed to all members in eligible regions. ~~A member may~~To nominate a candidate to the LPC, ~~and shall do so~~ one or more of the members in the region must timely submit to the board of directors ~~by~~ a formal resolution or motion ~~of the member and timely submission of the nomination form(s) to the office of the Association~~and the completed nomination form(s). Nominations in regions where there is more than one representative position shall indicate the numbered position for which the nomination is being submitted. The ~~N~~nominations ~~and election of the LPC representatives will be closed by a date identified in~~shall be in accordance with the elections calendar adopted by the board.

~~(d)~~(e) Election. ~~Each LPC member shall be elected by majority of member boards of a region.~~ Each member in a region shall have one vote in the regional elections for the LPC representative. The LPC ~~representative~~candidate receiving a majority of the votes cast by the members within the region shall be elected. Each region shall elect the number of LPC members as described in Section 3.5, without regard to Section 3.5.1(~~d~~e). Such elections shall be held using the procedures described in Section 3.5.2.

(f) Term. Each committee member shall take office on January 1 in even numbered years and serve for a term of two ~~(2)~~ years.

~~(e)~~(g) Vacancies. In the event that there is a vacancy on the LPC, the board of directors may appoint an interim LPC member from the same region to fill the unexpired term of office. If the board of directors cannot recruit an LPC member from the region, they may appoint a person from a contiguous region to serve to represent the open region to fill the unexpired term of office.

~~4.1.4 PACE Trustees. The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust ("PACE"). As per the PACE Restated Trust Agreement, the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors.~~

~~PACE trustees taking office on or after January 1, 2023, may serve three consecutive three-year terms and, if eligible, may return after a one-year hiatus.~~

4.2 Other Board Committees. The board of directors may create one or more committees of the board of directors and appoint directors and representatives of members to serve on such committee. The creation of a committee and the appointment of directors and member representatives to the committee must be approved by a majority of all directors in office when the action is taken. The provisions of these bylaws governing meetings, action without meetings,

notice and waiver of notice, and quorum and voting requirements of the board of directors shall apply to committees and their members as well. Committees of the board of directors may, to the extent specified by the board of directors, exercise the authority of the board of directors~~;~~, provided~~, however,~~ that no committee of the board of directors may:

(a) Authorize distributions, provided that this restriction does not apply to payment of value for property received or services performed or payment of benefits in furtherance of the Association's purposes;
(b) Approve or recommend dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Association's assets;
(c) Elect, appoint, or remove directors or fill vacancies on the board or on any of its committees; or
(d) Adopt, amend, or repeal the articles of incorporation or bylaws.

4.3 Advisory Committees. The board of directors may create one or more other committees. Members of these committees need not be members or directors, but at least one director shall serve on each such committee. These committees shall have no power to act on behalf of, or to exercise the authority of, the board of directors, but may make recommendations to the board of directors.

4.4 Caucuses. Caucuses shall exist to enhance the work of the Association by addressing the unique needs of member districts. ~~Caucuses shall:~~

4.4.1 Caucuses shall ~~C~~clearly articulate the vision, mission, and goals of the Caucus.

4.4.2 Caucuses shall ~~A~~adopt bylaws for operating, programming, and governing within the context of the Association bylaws described herein.

4.4.3 Caucuses shall ~~C~~comply with Association policies and guidelines.

4.4.4 Caucuses shall be added or eliminated to this provision through the bylaw's amendment process described in Section 8.1~~these bylaws~~.

4.4.5 Caucuses shall submit an end of fiscal year report to the Board of Directors that includes the following:

4.4.5.1 The caucus is meeting regularly;

4.4.5.2 An accounting of the prior year's budget allocation;

4.4.5.3 Identified officers and current bylaws;

4.4.5.4 A summary of the Caucus current goals, the prior year's Caucus activities that support those goals, and how the Caucus goals align with the mission, vision, and goals of OSBA.

The end of fiscal year report will be submitted at the first regularly scheduled board of directors meeting following the end of the fiscal year.

4.4.~~5~~6 The Oregon School Board Members of Color Caucus was established by a vote of the membership in 2018.

4.4.~~5~~7 ~~With the adoption of this section, t~~The Oregon Rural School Board~~s~~ Members Caucus ~~is~~ was established by a vote of the membership in 2023.

4.4.8 The Oregon school board members PRIDE caucus was established by a vote of the membership in 2024.

4.5 **Administration**. Each committee and caucus shall prepare minutes of each of its meetings, and such minutes shall be kept on file at the Association's principal office and made available on request to any member of the board of directors. Each committee and caucus shall also report on its activities at the regular meetings of the board of directors. Each committee and caucus shall comply with the public meetings laws requirements under ORS Chapter 192.

SECTION 5 OFFICERS OF THE BOARD OF DIRECTORS

5.1 **Eligibility.** Effective January 1, 2026, to hold an officer position on the Board of Directors other than the immediate past president, candidates and officers must be a voting member of the OSBA Board of Directors.

5.~~1~~2 **Appointment**. The board of directors shall elect officers by majority vote ~~at least 10 days~~ prior to the November member meeting. In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes, a second ballot shall be required between the two candidates receiving the highest number of votes. The one receiving a majority of the votes is elected.

5.~~2~~3 **Designation**. The officers of the Association shall be a president, president-elect, past president, vice president, a secretary-treasurer, and such other officers as the board of directors may appoint.

5.~~3~~4 ~~**Compensation and**~~ **Term of Office**. Officer terms are one calendar year. No officer, except the secretary-treasurer, shall serve two consecutive terms in the same office, unless the director ~~completed~~completes ~~a~~the term ~~for~~of another officer who was unable to complete ~~a~~their term, and is then voted into the same position the following year. The secretary-treasurer may serve up to two consecutive one-year terms.

5.5 Compensation

~~Directors and members of committees~~Officers may receive reimbursement of such expenses as may be determined by resolution of the board of directors to be just and reasonable. ~~Directors~~ Officers shall not otherwise be compensated for service in their capacity as ~~directors~~officers.

5.~~4~~6 **Removal and Resignation**. Any officer may be removed, either with or without cause, at any time by action of the board of directors. An officer may resign at any time by delivering notice to the board of directors, the president, or the secretary-treasurer. A resignation is effective when the notice is effective under ORS 65.034 unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the later effective date, the board of directors may fill the pending vacancy before the effective date if the board of directors provides that the successor does not take office until the effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the board of directors. No removal or resignation shall prejudice the rights of any party und~~f~~er a contract of employment.

5.~~5~~7 **Officers**. The officers of the Association are as follows:

5.~~5~~7.1 President: The president shall preside at all member meetings of the Association and of the board of directors; shall appoint~~,~~ any committee~~s~~ positions not otherwise designated in these bylaws or OSBA adopted policy, subject to the approval of the board of directors; shall call all regular and special meetings as provided herein; shall be an ex-officio voting member of all committees established under sections 4.1 and 4.2 of these bylaws. The president shall automatically serve as immediate past president for the following term. The president serves for a term of one calendar year.

5.~~5~~7.2 President-elect: In the absence of the president, the president-elect shall assume the powers and duties of the president, and when a vacancy occurs in the office of president, shall serve in that capacity for the remainder of the term. The president-elect shall automatically serve as president for the following term, even if required to fill an uncompleted term as president. In addition, the president-elect shall assume duties related to the oversight of Association member elections and resolutions processes and such other administrative duties as are assigned by the president. The president-elect serves for a term of one calendar year.

5.~~5~~7.3 Vice president: In the absence of the president-elect, the vice president shall assume the powers and duties of the president-elect. The vice president shall also serve as the chair of the LPC. The vice president serves for one calendar year.

5.~~5~~7.4 Secretary-treasurer: The secretary-treasurer shall be responsible for keeping ~~in a suitable minute book~~ accurate minutes of all board of director meetings in electronic format in accordance with OSBA's record retention schedule; shall carry on official correspondence of the Association; shall arrange for proper banking facilities; ~~and~~ shall receive, account for, and disburse funds in a businesslike manner as provided for by the board of directors; shall see that the minutes of the previous meetings are ~~read~~approved by the board of directors;~~,~~ and shall give an itemized and detailed report of the financial condition of the Association at each annual meeting and at such other times as may be required by the board of directors. Such duties of the secretary-treasurer as may be specified by the board of directors may be delegated to the executive director or a designated member of the staff. The secretary-treasurer serves for a term of one calendar year.

5.~~5~~7.5 Immediate past president: The immediate past president shall advise and counsel ~~with~~ other officers. The immediate past president chairs the officer succession planning process. The past president serves for one calendar year.

~~5.57.6 Assistants: The board of directors may appoint or authorize the appointment of an assistant to the secretary-treasurer. Such assistant may exercise the powers of the secretary-treasurer, as the case may be, and shall perform such duties as are prescribed by the board of directors.~~

SECTION 6 NONDISCRIMINATION

The Association shall not discriminate in providing services, hiring employees, or otherwise, upon the basis of gender identity, race, creed, marital status, sex, sexual orientation, religion, color, age, disability, or national origin.

SECTION 7 OSBA PROPERTY AND CASUALTY FOR EDUCATION TRUST

~~PACE Trustees.~~ The board of directors shall appoint the trustees of the OSBA Property and Casualty Coverage for Education Trust ("PACE") as provided in ~~. As per~~ the PACE Restated Trust Agreement. ~~, the PACE trustees shall nominate trustee candidate(s) to the OSBA board of directors. If the list of candidates is not acceptable by the board of directors, the PACE trustees will continue to submit nominated candidate(s) for consideration until accepted by the board of directors.~~

It is the policy of OSBA with respect to PACE trustees taking office on or after January 1, 2023, that such trustees will be appointed to no more than~~may serve~~ three consecutive three-year terms and, if eligible, may return after a one-year hiatus.

SECTION ~~7~~ 8 GENERAL PROVISIONS

~~7~~8.1 Amendment of Bylaws.

~~7~~8.1.1 Amendments to the bylaws may be initiated by the board of directors or submitted by a member to the board of directors.

~~7~~8.1.2 The board of directors shall provide written notice to the members containing a statement that the members will be asked to approve the amendment and a copy of the proposed amended bylaws.

~~7~~8.1.3 Action by Written Ballot: The Association will deliver a written ballot to every member entitled to vote on the matter. The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action and specify a reasonable time by which a ballot must be received by the Association in order to be counted. Once delivered, a ballot may not be revoked.

~~7~~8.1.4 Approval: Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds a quorum of the members, and the number of approvals equals or exceeds two-thirds majority of the number of the returned ballots.

~~7~~8.1.5 Quorum: A quorum of the members shall consist of a majority of members in good standing at the time the ballots are to be returned to the Association.

~~7~~8.1.6 Whenever an amendment or new bylaw is adopted, it shall be ~~copied in the minute book~~saved in electronic format in accordance with OSBA's record retention schedule with the original bylaws in the appropriate place. If any bylaw is repealed, the fact of repeal and the date on which the repeal occurred shall be stated in such book and place.

~~7~~8.2 Inspection of Books and Records. All books, records, and accounts of the Association shall be open to inspection by the directors in the manner and to the extent required by law.

~~7~~8.3 **Checks, Drafts, Etc**. All checks, drafts, and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons and in such manner as shall be determined by resolution of the board of directors.

~~7~~8.4 **Deposits**. All funds of the Association not otherwise employed shall be deposited to the credit of the Association in those banks, trust companies, or other depositories as the board of directors or officers of the Association designated by the board of directors select, or be invested as authorized by the board of directors.

~~7~~8.5 **Loans or Guarantees**. The Association shall not borrow money and no evidence of indebtedness shall be issued in its name unless authorized by the board of directors. This authority may be general or confined to specific instances. Except as explicitly permitted by ORS 65.364, the Association shall not make a loan, guarantee an obligation, or modify a pre-existing loan or guarantee to or for the benefit of a director or officer of the Association.

~~7~~8.6 **Execution of Documents**. The board of directors may, except as otherwise provided in these bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the board of directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

~~7~~8.7 **Insurance**. The Association may purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is or was a director, officer, employee, or agent of the Association, or who, while a director, officer, employee, or agent of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise; provided, however, that the Association may not purchase or maintain such insurance to indemnify any director, officer, or agent of the Association in connection with any proceeding charging improper personal benefit to the director, officer, or agent in which the director, officer, or agent was adjudged liable on the basis that personal benefit was improperly received by the director, officer, or agent.

~~7~~8.8 **Fiscal Year**. The fiscal year of the Association shall begin on the first day of July ~~1~~ and end on the last day of June in each year.

~~7~~8.9 **Severability**. A determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

* * * * *

The foregoing bylaws were approved by the membership of the Oregon School Boards Association on December 15, 2023. The original bylaws were duly adopted by the Board of Directors of OSBA on September 15, 2017, and approved by the membership on December 15, 2017.

Resolution to Amend the OSBA Dues Schedule

WHEREAS, the Oregon School Boards Association (OSBA) dues revenue as a percentage of OSBA's total revenues is declining. OSBA's dues revenue as a percentage of OSBA's operating costs to support the services OSBA provides to members is also declining;

WHEREAS, the percentage of dues revenue as a proportion of total association revenue has fallen 19.1 percent since the 1996-97 fiscal year to 6.4 percent of total association revenue. If dues do not increase, this percentage of total association revenue will continue to decline;

WHEREAS, the OSBA dues schedule has not increased since the 1998-99 fiscal year;

WHEREAS, OSBA retained The Coraggio Group to do an in-depth analysis of the value of the programs and services OSBA offers to its members and develop a 3-5 year sustainable business plan with member engagement;

WHEREAS, based on the survey data obtained by The Corragio Group, OSBA members overwhelmingly agree that they receive great service for what they currently pay. Current annual member dues are as low as $250. Given the costs associated with providing no cost or highly subsidized services available to members, $250 is very low in comparison.

WHEREAS, The Coraggio Group in collaboration with OSBA staff, has recommended a phased increase in the dues schedule. This approach aims to provide financial stability for the organization and align the dues with other state associations, thereby enabling the association to continue offering its high-quality programs and services.

WHEREAS, the proposed dues increase, which was reviewed by the OSBA Finance Committee, and approved by the OSBA Board of Directors on June 15, 2024, supports the recommendation to amend the OSBA Dues Schedule.

THEREFORE, BE IT RESOLVED in recognition of the current financial situation of Oregon districts and the need for an OSBA dues adjustment, the OSBA Board of Directors recommends that the dues schedule be amended in a manner so that OSBA member school districts and education service districts (ESDs) paying more than $1,500 annually will experience a dues increase of 15% annually for five consecutive years beginning in the 2025-2026 fiscal year. Beginning in the 2030-31 fiscal year, the dues will increase annually as a percentage in alignment with the Consumer Price Index;

THEREFORE, BE IT FURTHER RESOLVED, the OSBA Board of Directors recommends a membership dues floor be established at $1,500 and a maximum dues rate of $25,000 per fiscal year. For OSBA member school districts, ESDs, and community colleges who are below this floor, dues will increase $250 per year until the floor is reached. For school districts and ESDs that reach the floor before the 2030-31 fiscal year, dues will increase by 15% per year until the 2030-31 fiscal year. Beginning in the 2030-31 fiscal year, dues for all school districts, ESDs, and community colleges will increase annually as a percentage in alignment with the Consumer Price Index.

BE IT FURTHER RESOLVED by the OSBA Board of Directors that the proposed amendments to the OSBA Dues Schedule be submitted to the membership for consideration during the 2024 OSBA election; and

BE IT FURTHER RESOLVED by the OSBA Board of Directors that the proposed amendments to the OSBA Dues Schedule and a copy of this resolution be forwarded to all OSBA member boards in accordance with the OSBA Board of Directors' adopted elections calendar.

Submitted by: OSBA Board of Directors

DISTRICT	24-25 DUES	25-26 DUES	26-27 DUES	27-28 DUES	28-29 DUES	29-30 DUES	30-31 DUES**
District Member 01 (under 100)*	$ 250.25	$ 500.25	$ 750.25	$ 1,000.25	$ 1,250.25	$ 1,500.00	$ 1,560.00
District Member 02 (100-249)*	$ 541.25	$ 791.25	$ 1,041.25	$ 1,291.25	$ 1,541.25	$ 1,772.44	$ 1,843.34
District Member 03 (250-499)*	$ 778.00	$ 1,028.00	$ 1,278.00	$ 1,528.00	$ 1,757.20	$ 2,020.78	$ 2,101.61
District Member 04 (500-999)	$ 1,420.50	$ 1,633.58	$ 1,878.61	$ 2,160.40	$ 2,484.46	$ 2,857.13	$ 2,971.42
District Member 05 (1000-1999)	$ 2,503.00	$ 2,878.45	$ 3,310.22	$ 3,806.75	$ 4,377.76	$ 5,034.43	$ 5,235.80
District Member 06 (2000-2499)	$ 3,450.00	$ 3,967.50	$ 4,562.63	$ 5,247.02	$ 6,034.07	$ 6,939.18	$ 7,216.75
District Member 07 (2500-3999)	$ 5,952.75	$ 6,845.66	$ 7,872.51	$ 9,053.39	$ 10,411.40	$ 11,973.11	$ 12,452.03
District Member 08 (4000-4999)	$ 7,035.00	$ 8,090.25	$ 9,303.79	$ 10,699.36	$ 12,304.26	$ 14,149.90	$ 14,715.89
District Member 09 (5000-9999)	$ 8,658.25	$ 9,956.99	$ 11,450.54	$ 13,168.12	$ 15,143.33	$ 17,414.83	$ 18,111.43
District Member 10 (10000-25000)	$ 10,823.00	$ 12,446.45	$ 14,313.42	$ 16,460.43	$ 18,929.49	$ 21,768.92	$ 22,639.68
District Member 11 (over 25000)***	$ 18,940.00	$ 21,781.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 26,000.00
							$ -
ESD Membership Dues 01 (under 1000)*	$ 473.75	$ 723.75	$ 973.75	$ 1,223.75	$ 1,473.75	$ 1,694.81	$ 1,762.61
ESD Membership Dues 02 (1000-2500)*	$ 710.50	$ 960.50	$ 1,210.50	$ 1,460.50	$ 1,679.58	$ 1,931.51	$ 2,008.77
ESD Membership Dues 03 (2500-5000)*	$ 947.00	$ 1,197.00	$ 1,447.00	$ 1,664.05	$ 1,913.66	$ 2,200.71	$ 2,288.73
ESD Membership Dues 04 (5000-7500)*	$ 1,082.50	$ 1,332.50	$ 1,582.50	$ 1,819.88	$ 2,092.86	$ 2,406.78	$ 2,503.06
ESD Membership Dues 05 (7500-10000)	$ 1,556.00	$ 1,789.40	$ 2,057.81	$ 2,366.48	$ 2,721.45	$ 3,129.67	$ 3,254.86
ESD Membership Dues 06 (10000-15000)	$ 2,029.50	$ 2,333.93	$ 2,684.01	$ 3,086.62	$ 3,549.61	$ 4,082.05	$ 4,245.33
ESD Membership Dues 07 (15000-25000)	$ 2,367.75	$ 2,722.91	$ 3,131.35	$ 3,601.05	$ 4,141.21	$ 4,762.39	$ 4,952.89
ESD Membership Dues 08 (25000-50000)	$ 3,111.75	$ 3,578.51	$ 4,115.29	$ 4,732.58	$ 5,442.47	$ 6,258.84	$ 6,509.19
ESD Membership Dues 09 (above 50000)	$ 4,667.50	$ 5,367.63	$ 6,172.77	$ 7,098.68	$ 8,163.49	$ 9,388.01	$ 9,763.53
State Board of Education	$ 67.75	$ 77.91	$ 89.60	$ 103.04	$ 118.50	$ 136.27	$ 141.72
Community College Association****	$ 4,601.00	$ 8,851.00	$ 13,101.00	$ 17,351.00	$ 21,601.00	$ 25,500.00	$ 26,520.00

*Add $250 annually until floor is reached, then increase 15% through year 5

**Reflects an estimated CPI increase of 4%

*** $25,000 cap prior to CPI

****Reflects an increase of $250 per year, per community college (17) annually until the community colleges reach the $1,500 floor amount per college. ($25,500)

Resolution to Amend Oregon School Boards Association's Bylaws Relating to Composition of the Board of Directors

WHEREAS, the Oregon School Boards Association (OSBA) was formed in 1946 as a volunteer association of locally elected public school boards and transitioned to a nonprofit public benefit corporation under Oregon Revised Statute Chapter 65 as of July 1, 2018;

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee has been operating as an OSBA board appointed advisory committee since September 22, 2023; has a record of regular meetings; has draft bylaws; has identified goals that align with the mission, vision and goals of OSBA; has draft action plans; and a draft budget;

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee is ready to elect officers and their Leadership Assembly;

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee has articulated its mission as follows: "To promote quality education for all students with an emphasis on the unique needs of LGBTQIA2S+ students, staff and board members.";

WHEREAS, OSBA's Board of Directors recognizes the importance of the Oregon LGBTQIA2S+ School Board Members Advisory Committee's mission and goals; and

WHEREAS, the Oregon LGBTQIA2S+ School Board Members Advisory Committee has respectfully requested that the Board of Directors submit a resolution to the membership creating the Oregon School Board Members PRIDE Caucus (OSBM PRIDE) and designate a seat on the OSBA Board of Directors and Legislative Policy Committee.

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the proposed bylaws amendment designating an Oregon School Board Members PRIDE Caucus representative as a voting member of the OSBA Board of Directors and Legislative Policy Committee be submitted to the membership for consideration during the 2024 OSBA election; and

BE IT FURTHER RESOLVED that the draft bylaws and a copy of this resolution be forwarded to all association member boards in accordance with OSBA's adopted elections calendar.

Submitted by: OSBA Board of Directors

BYLAWS

OREGON SCHOOL BOARD MEMBERS PRIDE CAUCUS OF THE OREGON SCHOOL BOARDS ASSOCIATION

DRAFT

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ARTICLE 1

CHARTER

The Oregon School Boards Association (the "OSBA") exists solely to perform essential governmental functions and all its income must accrue to the State of Oregon or its political subdivisions as required under IRC Section 115. OSBA's mission is to improve student success and education equity through advocacy, leadership and service to Oregon public school boards.

OSBA is aware and acknowledges that diversity is a core value of OSBA. OSBA desires to identify areas of concern and causation, convene a caucus of stakeholders, and create a plan to better promote and support the success of students, school staff and school board members who identify as part of the LGBTQIA2S+ communities.

To this end, The OSBA Board of Directors has formally recognized the Oregon School Board Members PRIDE Caucus (the "Caucus") to serve as a resource and provide guidance and leadership for these initiatives to the OSBA Board of Directors.

The activities of the Caucus shall align with OSBA bylaws as well as complement, not duplicate, OSBA's efforts on behalf of all local governing boards.

ARTICLE 2

NAME, MISSION AND GOALS

2.1 Name. This organization shall be known as the Oregon School Board Members PRIDE Caucus (OSBM PRIDE) of the Oregon School Boards Association (OSBA).

2.2 Mission. To promote quality education for all students with an emphasis on the unique needs of LGBTQIA2S+ students, staff and board members.

2.3 Goals.

2.3.1 The implementation of ODE's "Oregon LGBTQ2SIA+ Student Success Plan."
2.3.2 Promoting positive and effective relationships among LGBTQIA2S+ school board members, their communities, political leaders, partner organizations and OSBA.
2.3.3 Building and increasing capacity of LGBTQIA2S+ school board members and support a pipeline for LGBTQIA2S+ people to run for school board seats.
2.3.4 Serving as a resource.
2.3.5 Developing, promoting, and advancing legislation to improve educational opportunities and outcomes for LGBTQIA2S+ students, staff and families.

2.3.6 Equipping and advancing LGBTQIA2S+ board members to serve in the general OSBA leadership.
2.3.7 Building capacity of the general board membership in understanding the issues of LGBTQIA2S+ people and inclusion.

ARTICLE 3

MEMBERSHIP

3.1 Qualification. All members must support the purposes and goals of the Caucus as set forth in Article 2.

3.2 Members. The Caucus members may include any elected or appointed member of any public board of education in Oregon who are active members in good standing with the Oregon School Boards Association and identify as a member of the LGBTQIA2S+ communities. Caucus members may participate in all discussions, vote, and serve as an officer of the Caucus. Members must attend the meeting in person, via telephone, or via virtual meeting platform (e.g., Zoom) to vote. Voting by proxy shall not be permitted.

3.3 Attendees. The Caucus may, in its discretion, invite to participate in any meeting or event any other individuals who support the purpose and goals of the Caucus as set forth in Article 2.

3.4 Membership List. The Membership list shall be maintained by the Secretary.

ARTICLE 4

BUDGET

4.1 Budget. The Caucus shall submit an annual budget request as outlined under the OSBA budget process, including approval by the OSBA Board of Directors. The request shall set forth the areas of concern, recommended actions, and annual goals.

ARTICLE 5

MEETINGS

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5.1 Annual Meetings. An annual meeting of the Caucus shall be in conjunction with the OSBA Annual Convention at which time the Caucus shall elect officers and shall conduct other business as may properly be brought before the meeting of the Caucus.

5.2 Regular and Special Meetings.

5.2.1 Regular Meetings. The Caucus shall meet as often as required to achieve the goals outlined in its annual Work Plan. These meetings shall be scheduled for the year at the Annual Meeting.

5.2.2 Special Meetings. Special meetings of the members for any purpose may be called, either in writing or by e-mail, by the President or by a majority of the Executive Committee. Such a request shall state the purpose or purposes of the proposed meeting.

5.2.3 Place of Meetings. Regular and special meetings of the Caucus shall be held at any location within Oregon, by virtual meeting platform, or a combination of the two, as designated by the President or the Executive Committee.

5.3 Notice.

5.3.1 Notice of every annual meeting of members, stating the time and place thereof, will be provided with an agenda no less than 15 days prior to such meeting.

5.3.2 Notice of every regular or special meeting of members, stating the time and place thereof, shall be provided with an agenda no less than 10 days prior to such meeting.

5.4 Quorum. Except as otherwise provided by law, the presence at any meeting of a majority of the Executive Committee shall constitute a quorum.

5.5 Organization. The President may determine in their sole discretion whether any meeting of the Caucus shall be held in accordance with Robert's Rules of Order.

5.6 Records. The President shall see that all correspondence, minutes, agendas, and Charter be sent to and kept on file with OSBA.

5.7 OSBA Staff Liaison. The Executive Director of OSBA shall designate a staff member to serve as a liaison representative to the Caucus. The designee shall not have voting rights.

5.8 Compliance with Open Meetings Laws. The Caucus shall comply with the open meetings law requirements of ORS chapter 192 at every convening of its membership in which a quorum is required in order to make a decision or to deliberate toward a decision on any matter.

ARTICLE 6

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CAUCUS LEADERSHIP COUNCIL

6.1 Composition. The Leadership Council of the Caucus shall include the President(s), Vice President, Secretary, Treasurer, Regional Directors and two Members of the Caucus.

6.2 Term. Leadership Council members shall serve a two-year term. The President may only serve one consecutive term. The Vice President, Secretary, Treasurer, Regional Members, and Members-at Large may serve any number of consecutive terms. Each officer shall hold office until the term has expired or until a successor has been duly elected and qualified for the position, or until the officer can no longer hold the position because they no longer qualify to be a member of the Caucus as defined in Article 3 above, or because of removal or death.

6.3 Nomination and Election

6.3.1 Nomination. Leadership Council members may be nominated by either the nominating committee or a caucus member at the annual meeting.

6.3.2 Election. The members shall elect the Leadership Council by majority vote at the annual meeting in even numbered years.

6.4 Designations

6.4.1 President. The President shall preside at all meetings of the Caucus and the Executive Committee. The President shall appoint all standing and special committees and shall be an ex-officio member of all committees, except the nominating committee, with voting power. The President shall sign all official reports of the Caucus. Two persons may share the position of President, or one person may serve as President and another as Vice President.

6.4.2 Vice President. In the absence of the President, the Vice President shall have and perform all the powers and duties of the President.

6.4.3 Immediate Past President. The Immediate Past President shall advise and counsel with other officers. The Immediate Past President chairs the officer succession planning process. The past president serves for two calendar years.

6.4.4 Secretary. The Secretary shall keep the minutes and records, maintain a roster of the current membership, and shall see that all notices are duly given in accordance with the provisions of law and this Charter, and such other duties as from time to time may be assigned by the Executive Committee.

6.4.5 Treasurer. The Treasurer shall have the responsibility for receiving and disbursing all funds related to the Caucus in coordination with the OSBA liaison. The Treasurer shall report regularly to the Executive Committee, shall prepare a written yearly financial

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report to be distributed to the members at each annual meeting, and shall perform other duties assigned by the Executive Committee.

6.4.6 Regional Caucus Directors. There shall be one Regional Director for each congressional district apportioned to Oregon for election at the Oregon general election held in the year of the Caucus' annual meeting. (For reference, there shall be six Regional Directors starting in 2025.) The Regional Directors shall live in the region which they represent. The Regional Directors shall report issues from their region to the Caucus and shall perform other duties assigned by the Executive Committee. The regions shall be based on Oregon's congressional districts.

Future positions:

6.4.7 At-Large Members. There shall be two At-Large Directors.

6.5 Resignation. A Leadership Council member may resign by filing a written resignation with the President or Secretary of the Caucus or the President of OSBA.

6.6 Vacancies. Any vacancy in any office may be appointed for the unexpired portion of the term by a majority of the officers at the next regular or special meeting.

6.7 Removal. Any member of the Caucus who misses more than two meetings out of any four consecutive meetings, unless they are excused by the board for a valid reason, may have their office vacated by action of the board.

ARTICLE 7

EXECUTIVE COMMITTEE

7.1 Composition. There shall be an Executive Committee made up of the President(s), Vice President, Immediate Past President, Secretary, and Treasurer.

7.2 Responsibilities. The Executive Committee shall have the following responsibilities and powers:

(a) To respond to any inquiry or question from OSBA.

(b) To act on behalf of the Caucus when deemed necessary by the President.

(c) To review plans and programs to be presented to the Caucus at its meetings.

(d) To give direction to the OSBA liaison on legislative action to come before the state legislature on which there is no formal Caucus policy or resolution.

(e) The Executive Committee shall act as the Nominating Committee and nominate a candidate for each office of the Caucus. A nominating committee report will be included in the notice of the annual meeting of the membership.

7.3 Ratification. Any actions by the President shall be reported to the Executive Committee as soon as the action has taken place. All actions of the Executive Committee shall be subject to ratification by the Caucus at the next meeting of the members.

7.4 Administration. The Executive Committee may use the guidance of Robert's Rules of Order for all procedures. The Executive Committee shall keep regular minutes of its proceedings and all actions by the Executive Committee shall be reported promptly to the membership. Such actions shall be subject to review by the membership, provided that no rights of third parties shall be affected by such review.

ARTICLE 8

COMMITTEES

The President or Executive Committee may establish committees of two or more members to serve at the discretion of the President or the Executive Committee. These committees may consist of such persons and perform such duties as the President designates from time to time. The committees may not act on behalf of the Caucus but may make recommendations to the Caucus for approval. The Chair of any such committee shall be a member of the Executive Committee.

ARTICLE 9

SEAT ON THE OSBA'S BOARD OF DIRECTORS

The Caucus shall appoint one officer from the Leadership Council to serve as liaison to the OSBA Board of Directors and to be a member of the OSBA Board of Directors. The appointee must be an elected or appointed member of any public board of education in Oregon and an active member in good standing with the Association.

ARTICLE 10

GENERAL PROVISIONS

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10.1 Amendment of Bylaws

10.1.1 Bylaws may be altered, amended, or replaced by the members of Caucus as approved by voting members at the annual meeting by a majority vote.

10.1.2 Notice of proposed bylaws changes shall be in the annual meeting agenda and sent to all members 15 days prior to the annual meeting.

10.1.3 Omissions from this Charter shall be governed by Robert's Rules of Order when they do not conflict with the Charter.

10.2 Seat on OSBA'S Legislative Policy Committee (LPC)

10.2.1 The Caucus shall appoint one caucus member to serve as liaison to the OSBA Legislative Policy committee and to be a member of the LPC. The appointee must be an elected or appointed member of any public board of education in Oregon who is an active member in good standing with the Association.

****

The foregoing charter was adopted by the active membership of OSBM PRIDE on August 10, 2024.

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Election - OSBA 2024 - Lane (06)

2024 OSBA Election

*** 1. Resolution 1 - Amends the OSBA dues schedule**

- Yes - adopt
- No - do not adopt
- Abstain
- No action taken

*** 2. Resolution 2 - Creates the Oregon School Board Members PRIDE Caucus and designate a seat on the OSBA Board of Directors and Legislative Policy Committee**

- Yes - adopt
- No - do not adopt
- Abstain
- No action taken

*** 3. Resolution 3 - Adopts the proposed amendments to the OSBA Bylaws**

- Yes - adopt
- No - do not adopt
- Abstain
- No action taken

*** 4. Type the name of the district, ESD, or community college board that officially made this vote.**

*** 5. Type the meeting date when the board officially made this vote.**

*** 6. Type your name and title.**

To retain a record of your vote, you MUST print this page before clicking the Done button.

Done

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Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting
November 6, 2024

Title
Approve revisions to Board Policy BBF – Board Member Standards of Conduct

Presenter
Colt Gill, Interim Superintendent

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

Staff captured the questions asked by board members at the October 4th, 2023 meeting. Staff then worked with OSBA to provide answers. Included in the agenda packet is a document that addresses each question asked by board members.

The proposed revisions to Board Policy BBF – Board Member Standards of Conduct has been placed on the agenda as an Item For Action At A Future Meeting (first read).

OSBA has provided a more recent (April 2024) policy update for consideration and adoption. It is possible the newly revised policy language will also address some of the questions posed by the board at their October 4 meeting.

Summary:
Revisions will bring the policy into compliance with Senate Bill (SB) 415 which designates members of a school district board as mandatory reporters of suspected child abuse.

As part of their April 2024 Policy Update, OSBA recommends that School Boards review proposed changes to policy BBF – Board Member Standards of Conduct for readoption. BBF is a *Highly Recommended* policy. Policy BBF has been part of the district's policy manual since 2017 and has undergone several revisions since origination.

Code:	BBF
Adopted:	8/02/17

Proposed Revisions Format:
Revised content presented in **RED Font**;
Deleted content presented in **GREEN Font**;
Continuing policy content in **BLACK Font;**

Options and Alternatives:
The Board may choose to approve revisions to policy BBFC as proposed and re-adopt the policy. The Board may choose to direct staff to make further revisions. The Board has the authority to approve a policy on the "First Read" should they choose to do so.

Recommendation
The superintendent recommends the board approve revisions to board policy BBF – Board Member Standards of Conduct

Eugene School District 4J

Code: BBF
Adopted: 8/02/17
Revised/Readopted:

Board Member Standards of Conduct

A Board member should ~~will:~~

1. Understand that the Board sets the standards for the district through Board policy. Board members do not manage the district on a day-to-day basis;
2. Respect the right of other Board members to have opinions and ideas which differ;
3. Make decisions only after the facts are presented and discussed;
4. Understand the chain of command and refer problems or complaints to the proper administrative office;
5. Insist that all Board and district business is ethical and honest;
6. Be open, fair and honest — no hidden agendas;
7. Recognize that the superintendent is the Board's employee and designated as the chief executive officer of the district;
8. Take action only after hearing the superintendent's recommendations;
9. ~~Refuse~~ Refrain ~~to bring~~ from bringing personal or family matters ~~problems~~ into Board considerations;
10. Give district ~~the~~ staff the respect and consideration due to skilled, professional employees;
11. Present personal criticism of district operations to the superintendent, when appropriate, not to district staff;
12. Respect the right of the public to be informed about district decisions and school operations as allowed by law;
13. Use social media, websites, or other electronic communication judiciously, and respectfully; ~~in a manner that does not violate Oregon's Public Meetings Laws;~~
14. When posting online or ~~using~~ social media ~~websites~~, ~~Board members will~~ treat and refer to other Board members, staff, students and the public with respect, and avoid posting confidential information about students, staff or district business.

A Board member will:

1. Comply with ethics laws for public officials;

2. Understand that the Board makes decisions by ~~as~~ a quorum vote of the Board ~~team~~. Individual Board members may not commit the Board to any action;

3. Recognize that the Board must comply with the Public Meetings Law and only has authority to make decisions at properly noticed ~~official~~ Board meetings;

4. Receive information that is confidential and ~~should not~~ cannot be shared, including confidential information about personnel and students where FERPA and other regulations may apply;

5. Respect the right of the public to attend and observe Board meetings;

6. ~~**Never post confidential information about students, staff or district business on any websites.**~~

7. Hold content and information discussed in executive session confidential and is not be shared ~~cannot be shared~~;

8. Understand that Oregon law (ORS 419B.005 – 419B.045) designates that all district staff and Board members are "mandatory reporters" and are required by law to report suspected child abuse" (see policies BBCF, GBNAB/JHFE, and JHFE/GBNAB).

END OF POLICY

Legal Reference(s):

ORS 162.015 - 162.035
ORS 162.405 - 162.425
ORS 192.610 - 192.710
ORS Chapter 244
ORS 332.055
ORS 419B.005
ORS 419B.010
ORS 419B.015

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

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

Staff captured the questions asked by board members at the October 4th, 2023 meeting. Staff then worked with OSBA to provide answers. Included in the agenda packet is a document that addresses each question asked by board members and with answers.

NOTE: Since October 4, 2023, OSBA has provided a more recent (April 2024) policy update for consideration and adoption. It is possible the newly revised policy language will address some of the questions posed by the board at their October 4, 2023 meeting.

Board Question: **How do we define what "supported by all Board members" means and "final decisions?" It is plausible that Board members will hear information have confidential information so there is need to be clear on keeping confidential.**

The section that says "final decision of the Board." "Such decisions would be supported by all Board members" What does "final decision" mean? What does "supported by all Board members" mean?

How would the Board go about ensuring that all members "support" a decision? Is voting to change a decision previously made by the current or previous board - would that be in violation of this policy? Do we need to adjust the language to align with the language in Roberts Rules?

Policy language says:
(3). Understand that the Board makes decisions by a quorum vote of the Board. Individual Board members may not commit the Board to any action;
(5). Recognize that decisions made by a quorum vote are the final decisions of the Board. Such decisions should be supported by all Board members;
(11) Understand that Board members will receive information that is confidential and cannot be shared;
(19) Remember that content discussed in executive session is confidential;

Answer:

Board Working Agreements under "Board Organization and Governance" state:

#5. *Individual board members have no authority to take individual action regarding policy or district and school administrative matters.*

#6. *The Board will respect each individual member's right to express opposing viewpoints and vote their convictions, whether they are in the minority or the majority. Individual Board members will abide by decisions made by the Board and will not interfere with action on settled decision.*

Board Working Agreements under "Meeting Agreements" state:

#4. Board members will cast a vote on all matters before the board, except when a board member must recuse themselves from the vote, such as in circumstances of a conflict. Abstentions are not allowed.

Board Question: How does OSBA manage number 10. Policy language says Be open, fair and honest — no hidden agendas;

Answer:

Board Working Agreements support this policy language.

Board Working Agreements - opening paragraph states the following:

To ensure student success, members of the school board and the superintendent agree to function together with integrity and commitment as a leadership team. To help the Board function together effectively and efficiently, the Board establishes Working Agreements that provide a set of guidelines, shared agreements and expectations and hold each other accountable to follow them.

These agreements are intended to augment and detail section A and B of the Eugene School District 4J Policies. (See http://www.4j.lane.edu/board/policies/)

Board Question: For number fourteen, what does this mean? People are informed by family experiences. How is OSBA defining this language? Board member suggested using the word "refrain" instead of "refuse."

Policy language says:
~~Refuse~~ Refrain ~~to bring~~ from bringing personal or family problems into Board considerations;

Answer:
The policy does not say that family experiences should not be considered, it says to not include personal **problems** or family **problems** in Board considerations. Board members bring knowledge, expertise and certainly, life experiences, to help inform and shape their decision making – which is an asset when serving on the Board. However, it is best to leave individual/personal or family **problems** out of Board decision making.

Board Question:
The Board asked for clarity regarding disclosing of confidential information. Policy language only references posting online and social media. Could also be language that includes the disclosing of confidential information should not happen. One Board member suggested using the word "share" in the sentence about posting confidential information.

Policy language says:
When sharing in conversation **or** posting online or to ~~using~~ social media ~~website~~, Board members will treat and refer to other Board members, staff, students and the public with respect, and will not post confidential information about students, staff or district business;

Answer:
The Board may strengthen policy language in a way that best fits 4J.