

Regular Meeting
Wednesday, August 26, 2026 5:30 PM Pacific

District Office Board Room
11 N. Royal Ave
Eagle Point, Oregon 97524

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Agenda Adoption**
5. **Reports and Public Forum**
 - 5.A. **Public Forum**
 - 5.B. **Maintenance & Facilities Update**

Summer successes 2026: Appx 42 projects of varying sizes completed

EPHS- Remove old calming room in G-1

Refurb JV Softball Pressbox

Stripe Parking lots

Shore up New Gym walls that continually get damaged

Complete Strip and wax of cafeteria floor and several others

Manage repair and replace of Main Gym Foyer ceiling

Irrigation pump replacement on pond by Stadium

Metals/Woods floor abated and painted

Recoated gym floors

EPMS- Strip and wax cafeteria floor

Housed Red Cross for fire relief

Installed new split ductless in coaches offices/kitchen/band room

Replaced aged out fire panel

Painted in several classrooms and cafeteria

Recoated gym floor

Removed dead bushes along Barton Rd

Add storage container

ERE-Refurbished reader board

Reinstall playground bench

Shady Cove- Had turf field enlarged to original planned size
Added new ADA accessible sidewalk to outdoor learning space
Took irrigation off of lower well to pull from river
Framed and hung freshened up mural

UTRE- Helped manage Seismic Retrofit of gym-gaining new roof
New roof over library building, one of the oldest in the District
Removed non-functional covered walkway that need repairs
Removed 3 dead trees

LTRE- Playground equipment repairs
Classroom painting

WMMS- Added storage container
Replaced split ductless for coaches offices and kitchen
Painted several door frames through building
Enlarge PALS play area for safety

LCLC- Grounds work
Lines on driveway and sidewalk refreshed
Gutter repairs

Hillside- Entry sign Painted

Grounds work

URCEO- Painted benches

Class room wall repairs and paint

Maintenance- Painted Main building and Shop

District wide- several other projects are scheduled or are in the works such as Lighting control panels that are out of date/end of life

Security panel upgrades

Playground bark added for fall protection

Roof work on support buildings

All District- Weed abatement/grounds work at all sites

All parking lot lines repainted

All buildings deep cleaned, floors shampooed/waxed

Furniture moves/classroom changes

Nearly 50 work orders were closed since school released in June

A huge shout out to our Temporary Summer Maintenance and Custodial crews.

Spencer Duggan

Melissa Cleveland

Randy McWilliams

Tracy Foulon

Audrey Lindstrom

Shiela Doddenhoff

Abby Place

Parker Cook

All internal teachers and IA's, we also had

Price Henry - Student Custodian & last year's Valedictorian

Gage Terrell – Student Custodian

Eleanor O'Connor – Student Custodian - Graduated

Luca Fazio

5.C. Employee's Association Representative Report

5.D. Superintendent Report

Superintendent
School Board Report
August, 2026
"All About WE at ESPD"

EPSD Organizational Structure: Benefits and Potential Barriers

The 2026–27 District Office organizational structure is designed to create greater clarity, accountability, and alignment across the district. The chart clearly identifies responsibility for district governance, financial and operational services, teaching and learning, special programs, human resources, school supervision, and community partnerships. By defining areas of responsibility and supervisory relationships, the structure provides staff, schools, and the Board with a clearer understanding of who is responsible for decisions, support, and follow-through.

A key benefit of this structure is the distribution of leadership responsibilities across the district's administrative team. This allows each director to use their expertise while providing principals, supervisors, and staff with more direct access to district-level support. Regular participation in Board meetings, District Leadership Team meetings, principal meetings, and regional partnerships should also strengthen communication and help ensure that district priorities are implemented consistently across departments and schools.

The structure also creates opportunities for stronger coordination among instruction, special education, student support, finance, operations, and human resources. This is important because many district priorities, including student achievement, attendance, behavior, staffing, safety, school improvement, and family engagement, require multiple departments to work together.

The primary challenge will be managing the breadth and complexity of each leader's responsibilities. Some areas overlap across departments, which could create

uncertainty or delays if communication and decision-making processes are not clear. In addition, vacancies, unexpected operational demands, or limited support staffing may affect leadership capacity. The district will address these potential barriers through regular leadership coordination, clear communication and referral protocols, workload monitoring, and periodic review of responsibilities.

Overall, this organizational structure provides a clearer framework for leadership, accountability, and school support. Its effectiveness will depend on consistent communication, collaboration, and a willingness to adjust responsibilities as district needs evolve.

School Board- Policy Review

Immigration Policy Update

EPSD is adopting an immigration enforcement policy to comply with new Oregon requirements established through SB 1538 and HB 4079. The policy creates a clear and consistent process for responding to immigration enforcement activity on EPSD district property, including verifying legal documents, designating district contacts, protecting confidential student information, and ensuring superintendent review and consultation with legal counsel. It also affirms the district's responsibility to provide every eligible student access to public education regardless of immigration or citizenship status. The purpose is not to interfere with lawful enforcement, but to ensure that any request is handled legally, consistently, and with minimal disruption to student learning and school operations. [Oregon Legislature—HB 4079](#), [Oregon DOJ Public Schools Guidance](#)

Annual Alternative Education Program Approval—Policy IGBHA Update

Oregon law requires the Board to approve alternative education programs annually before the district contracts with a private provider or distributes public funds. Adoption of Policy IGBHA this month confirms that EPSD's approved programs meet applicable registration, safety, legal, and instructional requirements for the 2026–27 school year. This action maintains the district's current alternative education options while ensuring legal compliance, fiscal accountability, and appropriate educational opportunities for students whose needs may be better served in an alternative setting. [ORS 336.631](#) and [ORS 336.655](#)

Policy Review: IB—Freedom of Expression

Reviewing Policy IB is important to ensure EPSD's expectations remain aligned with federal and Oregon law. Students retain First Amendment and Oregon constitutional protections while at school; however, those rights must be balanced with the district's

responsibility to maintain safe, orderly, and effective learning environments. The district may establish reasonable, viewpoint-neutral limits when expression violates law or policy, infringes on the rights of others, or materially and substantially disrupts school operations. An updated policy provides students and staff with clear, consistent guidance while protecting both individual expression and the district's educational responsibilities.

Board Policy Committee Appointments

Appointing a Board Policy Committee provides a consistent process for reviewing OSBA recommendations, legislative changes, and district policy needs before proposed revisions come to the full Board for consideration. The committee supports careful analysis, legal compliance, and efficient Board governance; however, all policy adoption and final decisions remain the responsibility of the full Board in an open meeting. Any committee appointed by the Board must also follow applicable Oregon Public Meetings Law requirements. EPSD will maintain a maximum of two school board members to sit on the policy committee at one time as to not form a quorum.

Beginning-of-Year - DLT Retreat

Our beginning-of-year District Leadership Team training focused on creating greater clarity, consistency, and shared accountability across EPSD. Principals and district leaders reviewed the district's leadership framework, performance targets, leadership expectations, and the adult practices needed to support improved student outcomes. The central message was: common direction, common guardrails, local problem-solving, and shared accountability for results.

The training emphasized five interconnected areas: student achievement and high-quality instruction; safe and well-managed schools; attendance and belonging; consistent behavior expectations; and family engagement and customer service. Principals were asked to establish measurable school goals, maintain a visible instructional presence, use PLC, assessment, attendance, behavior, and other student data to identify needs early, and provide timely coaching and feedback to staff. We also reinforced the importance of explicitly teaching schoolwide expectations, applying the district behavior matrix consistently, responding to attendance concerns relationally and early, and communicating with families before concerns become crises.

This work is grounded in EPSD's "It Is All About WE" culture and six leadership nonnegotiables: Students First; Relationships Before Programs; One District, One Team; High Accountability with High Relationships; Communicate Early; and Own Results. Principals retain flexibility to determine how these expectations are implemented within their schools while operating within consistent districtwide

guardrails. During the first 90 days, district leadership will support schools in translating the training into visible practices, monitoring evidence of implementation, celebrating progress, addressing areas of drift, and removing barriers that affect student and staff success.

The Retreat also included focused District Operations, Compliance, and Leadership Training designed to strengthen administrators' understanding of districtwide expectations, legal responsibilities, and operational systems. The Human Resources session addressed employee evaluation timelines, required observations, mandatory abuse reporting, documentation, workplace investigations, just cause and progressive discipline, and the prevention of discrimination and harassment. This training emphasized the importance of timely communication, consistent documentation, fair processes, and maintaining a safe and professional workplace.

District departments also provided administrators with practical guidance on the systems that support safe and effective school operations. Information Technology reviewed cybersecurity, phishing prevention, new phone systems, help desk procedures, software vetting, and email protocols. Transportation addressed trip planning and required post-trip vehicle checks. Maintenance and Facilities reviewed work-order and communication procedures, building security and access control, alarms, pest management, energy systems, electrical safety, and custodial coordination.

The retreat concluded with grant, program, and finance updates. Administrators received guidance on budgets, purchasing, payroll and hiring authorizations, contracts, injury reporting, student body funds, cash controls, fundraising, donations and sponsorships, reimbursements, clubs, field trips, and out-of-state travel. Collectively, these sessions were intended to provide leaders with clear procedures, reduce operational and legal risk, improve coordination between schools and district departments, and ensure resources are managed responsibly in support of students and staff.

2026–27 Superintendent and Goals and Evaluation Framework and Timeline

The 2026–27 Superintendent and Board shared goals provide a focused framework for strengthening EPSD as a destination district, a district where students want to learn, families want to enroll, employees want to work, and the community is proud to invest its trust and support.

Our four priorities are to build a high-performing culture of trust, accountability, and service; accelerate student achievement through instructional excellence; deepen student engagement through belonging, attendance, family partnerships, athletics,

activities, CTE, and career-connected learning; and strengthen operations, fiscal health, facilities, safety, and community trust. These priorities recognize that becoming a destination district requires both excellent instruction and an exceptional student, family, and employee experience.

Progress will be monitored through clear measures, regular Board updates, and evidence from schools and departments. Together, these goals connect our daily work to a common purpose: ensuring EPSD students are challenged, supported, connected, and prepared for their futures while building a district in which our entire community can take pride.

This evaluation framework is effective because it establishes shared goals, measurable evidence, clear responsibilities, and regular opportunities for Board feedback throughout the year. It aligns with the OSBA/COSA model by evaluating both progress toward annual goals and performance across established superintendent leadership standards. The timeline supports a fair, transparent, and improvement-focused process by setting expectations in advance, providing midyear check-ins, including a superintendent self-evaluation, and concluding with one official Board evaluation and appropriate public action. [OSBA Superintendent Evaluation Guidance](#)

EPSD Performance Growth Targets and Senate Bill 141

Senate Bill 141, the Education Accountability Act, establishes a statewide framework for measuring student outcomes, setting improvement goals, and providing additional support when districts do not make expected progress. Under the law, districts must establish four-year Performance Growth Targets for seven common measures: K–2 regular attendance, K–12 regular attendance, third-grade English language arts, eighth-grade mathematics, ninth-grade on-track, four-year graduation, and five-year completion. Districts must also select one locally relevant metric. EPSD selected fifth-grade science achievement as its local metric because it provides an important measure of academic performance and readiness across the elementary grades.

These goals are intended to create clear, measurable commitments for continuous improvement, not simply to produce an annual compliance report. ODE will review district performance each year for both all students and the combined focal-student group. Baseline targets represent the progress expected for all students, while gap-closing targets are intended to improve outcomes for focal students and reduce disparities over time. Districts are also required to report progress annually to their governing boards in an open meeting and provide an opportunity for public comment. If a district does not meet its growth targets over multiple years, SB 141 establishes increasing levels of ODE support, including coaching and more intensive improvement assistance. [ODE Accountability FAQ](#).

How ODE Selected EPSD's Comparison Districts

ODE did not select comparison districts based on geographic proximity, athletic classifications, or current academic performance. Districts were first grouped according to enrollment size and geographic setting. ODE then used a statistical clustering process to identify districts serving students and communities with similar characteristics. The model considered the percentage of students experiencing poverty, students who are or have been English learners, students from racial or ethnic groups that have historically experienced academic disparities, student mobility, and distance from a public two- or four-year higher education institution. Importantly, student outcomes were not used to create the groups; this allows districts operating in similar contexts to learn from differences in results rather than being grouped because their results are already alike. [ODE Similar Districts Technical Manual](#)

ODE identified the following districts as EPSD's comparison cohort: Bethel SD52, Centennial SD281, Central Point SD6, Forest Grove SD15, Parkrose SD3, and Phoenix-Talent SD4. The comparison cohort provides context for determining what constitutes ambitious but attainable improvement for districts with similar student and community characteristics. These comparison targets inform EPSD's goals, but they do not replace local judgment. ODE's process also considers EPSD's historical performance, starting point, planned investments, improvement strategies, and capacity when co-developing the district's final targets.

Understanding EPSD's Targets

The data presented include historical results from 2021-22 through 2024-25 and annual targets beginning in 2026-27 and extending through 2029-30. The targets establish a planned trajectory rather than an expectation that improvement will occur in a single year. For example, the K-12 regular-attender baseline target moves from 65.9 in 2024-25 to 67.1 in 2026-27 and 68.8 in 2029-30. Third-grade ELA moves from 29.8 in 2024-25 to 32.8 in 2026-27 and 37.3 in 2029-30. Ninth-grade on-track moves from 86.1 in 2024-25 to 87.5 in 2026-27 and 89.6 in 2029-30. Four-year graduation moves from 77.9 in 2024-25 to 81.2 in 2026-27 and 86.2 in 2029-30, while five-year completion moves from 87.2 to 89.1 and ultimately 92 over the same target period.

For EPSD's local fifth-grade science metric, the all-student result was 42.7 in 2024-25. The baseline targets are 43.1 in 2026-27, 43.4 in 2027-28, 43.6 in 2028-29, and 43.8 in 2029-30. The corresponding combined focal-student targets are 37, 37.5, 37.9, and 38.3. Fifth-grade science achievement is reported by ODE as an index that can range from 0 to 150; therefore, these values should not be interpreted as percentages. [ODE Performance Growth Target Guidance](#)

Overall, this process provides the Board and community with a transparent, multiyear picture of where EPSD is starting, what improvement the district is committed to achieving, and whether that progress is reaching all students. The district will use these targets to align school improvement plans, instructional priorities, attendance strategies, professional learning, resource decisions, and ongoing progress monitoring.

On August 5, Valerie Cordle-Shehorn and I met with representatives from SOESD to receive guidance on establishing performance growth targets for each area required under Senate Bill 141. EPSD has submitted its proposed targets to the Oregon Department of Education and is awaiting notification that they have been accepted.

Listening, Learning sessions with EPSD Community

During my first six weeks as superintendent, I have made it a priority to meet with as many community members, business owners, staff, administrators, students, and families as possible. These conversations have helped me build relationships and better understand what people value about EPSD, what is working well, where support is needed, and what they hope to see in the future.

I have heard many powerful stories from people whose connections to EPSD span generations. Teachers, coaches, athletics, FFA, CTE, extracurricular activities, and school traditions have shaped their lives and created a lasting connection to our district. It is clear that EPSD is more than a collection of schools, it is an important part of the identity of the communities we serve.

Athletics continues to be an especially important source of pride, belonging, and connection. Athletic programs bring students, families, staff, alumni, and community members together to support our students and celebrate a shared EPSD identity. Athletics, FFA, CTE, the arts, clubs, activities, and student leadership all give students opportunities to develop relationships, discover their strengths, and feel connected to their schools.

People also want EPSD to provide rigorous academic opportunities beginning in the elementary grades so students are prepared for middle school, high school, college, careers, or military service. We should not have to choose between strong academics and meaningful student experiences. Our students deserve both.

Another consistent message was that we can continue strengthening connection, trust, and culture across the district. Staff, families, students, and community members want to feel welcomed, informed, heard, and valued. They want responsive communication, reliable follow-through, and confidence that schools and district departments are working together on behalf of students.

This is why we are emphasizing culture, family engagement, customer service, academic rigor, and student engagement. These are not separate initiatives; together, they define the experience our students and families should have throughout EPSD. This work must extend beyond individual events. Activities such as our Back-to-School Community Resource Fair create valuable opportunities to connect, but lasting trust and pride are built through consistent experiences every day.

The most hopeful message I heard is that people believe deeply in EPSD and want to help it continue growing as a destination district. Our community's connection remains strong in its stories, traditions, athletic events, expectations, and hopes for the future. By working together, students, staff, families, the Board, and the community, we can honor that history while creating an even stronger future for every EPSD student.

School Site Councils

Oregon law requires each school to establish a site council that supports school improvement and shared decision-making. Under ORS 329.704, each council must include teachers, classified employees, parents, and the principal or designee. Councils may also include students, community members, and business representatives. Site councils help improve instructional programs, support staff professional growth, coordinate school initiatives, and strengthen family and community engagement.

EPSD's plan is to establish a functioning site council in every school by October 2026. The district will provide a consistent process for selecting members, establishing meeting schedules, posting notices and agendas, maintaining minutes, and ensuring compliance with Oregon Public Meetings Law.

Community Spotlight and Recognition

Over the past six weeks, EPSD staff, coaches, volunteers, and community partners have created many opportunities for students and families to remain connected to our schools. Highlights included the Back-to-School Community Resource Fair, summer meal and literacy programs, student Kinder camps, 9th grade Eagle Camp academies and orientations, and the beginning of fall athletics programs such as the MS football camp. Our FFA students also represented EPSD exceptionally well at the Jackson County Fair, demonstrating leadership, perseverance, and community pride.

I want to recognize the staff and volunteers who worked throughout the summer, our coaches who are building character, teamwork, and belonging through athletics, and our School Board members for their presence and continued support of district and community activities. These collective efforts demonstrate what it means to be one team

and are helping strengthen EPSD as a district where students and families feel welcomed, supported, and proud to belong.

Districtwide Welcome Back Gathering—Superintendent Welcome Speech

EPSD9 will welcome staff back with a districtwide gathering at Eagle Point High School. The morning will begin with breakfast in the EPHS cafeteria from 7:00–7:45 a.m., followed by a district meeting from 8:00–9:30 a.m. Breakfast will be provided jointly by District 9 and EPEA, reflecting our shared commitment to beginning the year together as one team.

School Board members are warmly invited to attend the breakfast and gathering. Their presence provides an important opportunity to welcome employees, demonstrate appreciation for their service, and reinforce the shared partnership between the Board, district leadership, and staff. All EPSD9 employees scheduled to work that day will attend, and employees not scheduled to work are welcome to participate on their own time.

[In-Service Schedule](#)

EPSD 2026–2027

Superintendent/Board Shared Goals & Action Plan

Purpose

These goals establish shared priorities for the Superintendent and Board for 2026–27.

- **Superintendent Actions** identify the major systems, leadership actions, and outcomes for which the Superintendent is responsible.
- **Measures of Progress** provide practical evidence for midyear and year-end evaluation.
- **Board Actions** identify how the Board will support the goals through governance, oversight, advocacy, community engagement, and resource alignment.

Evaluation Alignment: The Board will evaluate the Superintendent using two complementary lenses: (1) progress toward the four Shared Goals and (2) performance across the OSBA/COSA Superintendent Performance Standards. The 16 Superintendent Actions are evidence of progress and are not intended to become 16 separate performance ratings.

2026–2027 Superintendent Evaluation Timeline

This timeline establishes the annual evaluation cycle and identifies the primary responsibilities of the Board and Superintendent. Evaluation discussions may occur in executive session as permitted by Oregon law; formal Board action occurs in open session.

Date / Time	Action	Person(s)
August 2026	Development and review the superintendent evaluation timeline for the 2026–27 school year. The Board formally adopts the evaluation timeline in open session.	Board & Superintendent
August/September 2026	Review and finalize the performance standards and superintendent annual goals. The Board formally adopts the evaluation standards/goals in open session.	Board & Superintendent
December 2026	Superintendent provides initial work session presentation on goals progress and receives feedback from school board on progress and areas of focus	Board & Superintendent
January 2027	Superintendent provides an interim progress report on evaluation standards/goals and receives specific Board feedback. This review may occur in executive session.	Superintendent / Board
January 2027	Superintendent contract review.	Board
February 2027 Work Session	Evaluation documents are distributed to the Board and Superintendent for completion and returned to the Board Secretary (or designee) by the established February deadline.	Board Secretary / Board & Superintendent
February 2027 Board Meeting	Superintendent presents the self-evaluation and/or evidence of performance. Board members review TFS feedback, discuss individual evaluations, and begin development of the Board's written summative evaluation.	Board & Superintendent

March 2027	Board members meet to discuss evaluations and develop the Board's official written summative evaluation. No draft evaluation is shared with the Superintendent until the Board completes its review process. If needed, this work may begin or be completed in February.	Board
Before March 15, 2027	Board Chair or designee presents the draft summative evaluation prior to the March 15 Board meeting. The evaluation is reviewed with the full Board in executive session as a preview copy.	Board Chair (or designee)
March 2027	Board and Superintendent meet to discuss the evaluation. After the Superintendent exits executive session, the Board may make changes. The Board votes in open session to approve the summative evaluation. A final copy is placed in the Superintendent's personnel file.	Board & Superintendent
March 15, 2027	Notify Superintendent of contract extension/non-extension, if applicable.	Board
April 2027	Board and Superintendent review the evaluation process/timeline and formally adopt the next annual timeline in open session.	Board & Superintendent

Note: Evaluation meetings may be held in executive session when permitted by ORS 192.660(2)(i). Any formal Board action must occur in open session. The dates above may be adjusted by Board action as needed.

Shared Goal 1 - Cultivate a High-Performing District Culture of Trust, Accountability, and Service

Superintendent Actions

1. Establish and monitor districtwide expectations for culture, leadership, accountability, and service.

Communicate clear expectations for how EPSD administrators lead, communicate, support staff, serve students and families, address concerns, and follow through on commitments.

Measures of Progress

- District leadership and culture expectations communicated to all administrators.
- Expectations incorporated into DLT and administrator leadership work.
- Review implementation with the leadership team at least quarterly.
- Director of Schools and department directors provide evidence of implementation within their areas of responsibility.

2. Establish a consistent system of support and accountability for district and school leaders.

Use directors to ensure administrators receive clear expectations, regular feedback, support, and accountability for district priorities.

Measures of Progress

- Annual expectations established for direct-report administrators.
- Regular 1:1 meetings held with direct-report directors and K-12 Principals.
- Midyear progress review completed with direct reports related to district strategic plan and goals.
- Director of Schools maintains a consistent principal support and accountability process across all schools.

3. Monitor employee engagement, retention, and organizational health.

Work through the HR Director to identify staffing trends and organizational conditions that affect EPSD's ability to recruit, develop, and retain high-quality employees.

Measures of Progress

- Review HR staffing/retention information at least quarterly.
- Establish a 2026–27 employee engagement/culture baseline.
- Review vacancy, turnover, exit, and hard-to-fill-position trends.
- Identify district-level actions in response to significant workforce concerns.

4. Increase Superintendent visibility, communication, and organizational responsiveness.

Maintain a visible presence in schools and establish systems for identifying and responding to concerns from employees, students, families, and the community.

Measures of Progress

- Visit all 11 schools during the school year, with a goal of at least twice per school as scheduling allows, and additional visits based on need.
- Maintain regular communication with employees and families.
- Establish a process for routing significant concerns to the appropriate administrator/director and monitoring follow-through.
- Provide the Board appropriate updates regarding significant organizational issues and state requirements affecting EPSD.

Board Actions

1. Recognize staff and students through Board meetings, events, school visits, and other appropriate opportunities.
2. Increase Board visibility in schools through school tours, events, and other appropriate engagement opportunities with superintendent.
3. Refer concerns identified through Board engagement to the Superintendent for administrative follow-up and allow the Superintendent to report back as appropriate.
4. Complete the Board's self-evaluation consistent with Board policy and maintain effective Board/Superintendent governance practices.

Primary Board Evidence

Employee retention and engagement data, school-visit information, leadership implementation evidence, Superintendent communications, and midyear/year-end progress reports.

Shared Goal 2 - Accelerate Student Achievement Through Instructional Excellence

Superintendent Actions

1. Establish and monitor clear districtwide instructional priorities.

Through the Director of Schools, establish consistent expectations for high-quality instruction, instructional time, student engagement, cognitive rigor/Depth of Knowledge, early literacy, early mathematics, and effective intervention.

Measures of Progress

- District instructional priorities communicated to all administrators.
- Director of Schools translates priorities into clear principal expectations.
- Implementation monitored through school walkthroughs, principal supervision, PLC evidence, and student data.
- Superintendent reviews districtwide implementation at least quarterly.

2. Establish a consistent student-achievement monitoring and response cycle.

Use district assessment information to identify progress, achievement gaps, schools requiring support, and necessary instructional adjustments.

Measures of Progress

- Conduct formal district achievement reviews at least three times annually: **Fall Baseline → Winter Progress → Spring Outcomes/Next Steps.**
- Review literacy, mathematics, benchmark/interim assessment, state assessment, growth, school, and student-group data as available.
- Significant findings result in an identified **Action → Owner → Follow-Up.**
- Provide understandable student-achievement updates to the Board.

3. Strengthen PLCs, early literacy, early mathematics, and data-informed instruction.

Direct the Director of Schools to establish consistent expectations for collaborative instructional improvement across EPSD schools.

Measures of Progress

- All schools maintain functioning PLC/data-team structures.
- Establish clear K-3 early literacy and mathematics expectations.

- Director of Schools monitors PLC and instructional implementation.
- Establish 2026–27 student-performance baselines and demonstrate measurable progress.
- Superintendent reviews districtwide PLC and foundational-learning implementation at midyear and year-end.

4. Strengthen programs and instructional supports for diverse student needs.

Evaluate and strengthen TAG, behavioral supports, alternative/online learning, and other instructional options necessary to address the range of student needs within EPSD.

Measures of Progress

- Make substantial progress on a district TAG program review and begin implementing identified priority improvements.
- Strengthen districtwide TAG identification, service, monitoring, and family communication expectations.
- Review elementary behavioral-support needs and implementation.
- Evaluate alternative/online learning needs and establish appropriate next steps.
- Director of Schools reports quarterly on schools requiring additional instructional support.

Board Actions

1. Review and maintain Board policies that support student achievement and instructional priorities.
2. Align available resources with established instructional priorities, including appropriate hands-on and experiential learning opportunities.
3. Review benchmark, interim, and state assessment information at established intervals.
4. Develop Board understanding of district assessments, what they measure, and how EPSD uses results to improve instruction.

Primary Board Evidence

Student-achievement dashboard, benchmark/state assessment results, PLC implementation evidence, instructional walkthrough trends, early literacy/math data, TAG review, and school progress reports.

Shared Goal 3: Inspire and Deepen Student Engagement

Superintendent Actions

1. Strengthen student belonging, attendance, and engagement.

Establish attendance and belonging as districtwide priorities and use the Student Services Director and Director of Schools to monitor implementation and respond to students experiencing barriers to engagement.

Measures of Progress

- Student Services provides a monthly district attendance dashboard.
- Monitor chronic absenteeism, regular attendance, school-level patterns, and significant student-group differences.
- All schools maintain an attendance-response process.
- Establish 2026–27 baseline measures and demonstrate measurable progress.
- Review student belonging/engagement evidence and identify areas requiring intervention.

2. Strengthen family engagement and customer service.

Establish consistent expectations for how EPSD schools and departments communicate with, respond to, and build relationships with students and families.

Measures of Progress

- Establish district expectations for family communication and customer service.
- Schools implement consistent family-engagement practices.
- Establish a 2026–27 family engagement/customer-service baseline.
- Review significant family concerns, themes, and district responses at least quarterly.

3. Expand career-connected, experiential, and cross-age learning opportunities.

Develop a more coherent K–12 approach to career awareness, hands-on learning, community partnerships, and opportunities for older students to engage with younger students.

Measures of Progress

- Inventory current K–12 career-connected and experiential-learning opportunities.
- Identify significant gaps and opportunities.
- Expand at least one high-value opportunity or partnership, with a goal of two, subject to available resources.
- Make meaningful progress toward establishing a sustainable cross-age student engagement opportunity.
- Build upon successful concepts such as Calves in the Classroom when educationally and financially appropriate.

4. Implement a comprehensive and defensible district interim assessment plan.

Establish a coherent assessment system that provides educators and leadership with timely information about student learning without unnecessary or duplicative testing.

Measures of Progress

- Complete and communicate the district interim assessment plan.
- Clearly identify required assessments, purpose, administration windows, and expectations for use.
- Director of Schools monitors implementation.
- Assessment results are incorporated into PLC and district achievement-review cycles.
- Communicate the assessment framework and resulting information to the Board.

Board Actions

1. Receive regular reports on attendance, student engagement, family engagement, career readiness, and other significant engagement indicators.
2. Align available resources with established student-engagement priorities.
3. Establish and engage with a Student Advisory Board or other structured student-voice process.
4. Use student and family perspectives appropriately in Board-level policy, resource, and strategic discussions.

Primary Board Evidence

Attendance dashboard, student engagement/belonging information, family engagement data, career-connected learning opportunities, student voice information, and interim assessment implementation evidence.

Shared Goal 4: Optimize Operations, Fiscal Health, and Community Trust

Superintendent Actions

1. Establish consistent financial monitoring and maintain responsible fiscal stewardship.

Work with the Business Manager to regularly monitor district finances and ensure resources remain aligned with Board priorities and long-term district needs.

Measures of Progress

- Superintendent and Business Manager review district financial position monthly.
- Provide the Board quarterly financial updates.
- Monitor budget-to-actual performance, revenue and expenditure trends, enrollment/ADM, staffing costs, significant financial risks, and year-end projections.
- Develop corrective actions when significant financial concerns are identified.

2. Develop a prioritized approach to facilities, capital improvements, and long-term district needs.

Establish a transparent process for evaluating and prioritizing district facility and capital needs.

Measures of Progress

- Maintain an inventory of significant facility/capital needs.
- Prioritize projects based on safety, facility condition, educational need, cost, and available resources.
- Provide the Board information regarding project priorities, projected costs, and funding options.
- Integrate significant capital priorities into district budget and long-range planning.

3. Strengthen community communication, engagement, and trust.

Create predictable opportunities for EPSD families and community members to understand district priorities, provide input, and hear how the District is responding.

Measures of Progress

- Conduct at least two Superintendent/community listening opportunities during 2026–27.
- Maintain regular Superintendent communication with families, staff, and community.
- Identify significant themes from community feedback.
- Communicate follow-up or district responses when appropriate.

4. Strengthen operational efficiency, purchasing practices, and emergency preparedness.

Direct district departments to identify opportunities to maximize resources while maintaining safe and effective district operations.

Measures of Progress

- Confirm all schools maintain current emergency plans and review district emergency preparedness at least twice annually.
- Identify and assign corrective action for significant emergency-preparedness gaps.
- Review selected high-cost purchasing, contracts, and operational practices for efficiencies.
- Evaluate opportunities for centralized purchasing and increased district buying power.
- Document measurable savings, avoided costs, or operational improvements when identified.

Board Actions

1. Participate in appropriate community listening sessions and engagement opportunities while maintaining the Board's governance role.
2. Review district financial condition and progress toward major operational priorities through quarterly reports.
3. Maintain a systematic Board policy review process.
4. Align budget and resource-allocation decisions with adopted district goals and priorities.
5. Use Board work sessions, as appropriate, to develop understanding of departmental budgets, historical and projected project costs, capital needs, and significant financial pressures.
6. Support evaluation of opportunities to maximize district purchasing power, including centralized purchasing and other cost-saving strategies.

Primary Board Evidence

Quarterly financial reports, budget forecasts, capital/facilities plan, community engagement information, emergency-preparedness evidence, purchasing/contract analyses, and Board work-session materials.

OSBA/COSA Superintendent Evaluation Alignment

This section connects the EPSD9 Shared Goals to the eight OSBA/COSA superintendent performance standards. It does not change the adopted goal language or create additional operational tasks. Instead, it clarifies the leadership standards the Board should consider when reviewing the evidence generated through the four Shared Goals.

OSBA/COSA uses a five-part evaluation approach: performance standards, superintendent goals, evidence/self-evaluation, optional targeted feedback, and a final composite evaluation. EPSD9's four Shared Goals serve as the local goal component, while the standards crosswalk above provides the performance-standards component.

OSBA/COSA Performance Standard	Primary EPSD9 Goal Alignment	Examples of Existing Evidence
1. Visionary District Leadership	Goals 1, 2, 3, 4	District priorities; leadership expectations; achievement reviews; long-range planning; implementation monitoring.
2. Ethics and Professional Norms	Goals 1 and 4	Culture/accountability expectations; transparent financial monitoring; responsive leadership systems; governance practices.
3. Inclusive District Culture	Goals 1 and 3	Employee engagement; student belonging; attendance response; family engagement; supports for diverse student needs.
4. Culturally Responsive Instructional Leadership and Improvement	Goals 2 and 3	Instructional priorities; PLCs; literacy/math; assessment cycles; TAG and other student supports; student-group data.
5. Communication and Community Relations	Goals 1, 3 and 4	Superintendent communications; family service expectations; listening opportunities; concern follow-through; student/family voice.
6. Effective Organizational Management	Goals 1 and 4	Director accountability; staffing/retention review; emergency preparedness; facilities; purchasing and operational systems.
7. Effective Financial Management	Goal 4	Monthly financial review; quarterly Board reporting; budget-to-actual monitoring; forecasts; capital priorities; efficiencies.
8. Policy, Governance and Advocacy	Goals 1, 2 and 4	Board updates; policy alignment; Board/Superintendent governance; resource alignment; state requirement updates and advocacy.

Superintendent Evaluation Scorecard

Part 1 – Shared Goal Progress. The four Shared Goals remain the primary local goal categories. The 16 Superintendent Actions and associated measures provide evidence of progress; they should not become 16 separate performance ratings. The Board should consider both results and the Superintendent’s effectiveness in setting direction, establishing systems, assigning accountability, monitoring implementation, responding to barriers, allocating resources, and communicating progress.

Rating Definitions

Exceeds – Performance and/or progress consistently surpasses agreed expectations. Meets – Performance and progress are consistent with agreed expectations. Progressing – Meaningful progress is evident, but one or more agreed expectations are not yet fully met. Does Not Meet – Performance or progress is substantially below agreed expectations and requires corrective action.

Shared Goal	Midyear	Year-End
1. Culture, Trust, Accountability & Service	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
2. Student Achievement & Instructional Excellence	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
3. Student Engagement	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
4. Operations, Fiscal Health & Community Trust	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet

Evaluation Principles

The Board evaluates the Superintendent based on progress toward the **four Shared Goals**, considering the agreed-upon Superintendent Actions, measures, evidence, circumstances, and progress over the evaluation period.

The evaluation should assess whether the Superintendent has effectively:

Set Direction → Established Systems → Assigned Accountability → Monitored Implementation → Reviewed Results → Removed Barriers → Allocated Resources → Communicated Progress

Part 2 – OSBA/COSA Performance Standards

The Board uses the same rating definitions to assess the Superintendent’s overall performance within each standard. Ratings should reflect the full evaluation period and be supported by the Superintendent’s self-evaluation, Board-observed evidence, agreed artifacts, and other information included in the adopted evaluation process.

Performance Standard	Primary Goal Link	Midyear	Year-End
1. Visionary District Leadership	G1, 2, 3, 4	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
2. Ethics and Professional Norms	G1 and 4	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
3. Inclusive District Culture	G1 and 3	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet

Performance Standard	Primary Goal Link	Midyear	Year-End
4. Culturally Responsive Instructional Leadership and Improvement	G2 and 3	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
5. Communication and Community Relations	G1, 3 and 4	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
6. Effective Organizational Management	G1 and 4	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
7. Effective Financial Management	G4	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
8. Policy, Governance and Advocacy	G1, 2 and 4	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet

Part 3 – Evidence of Performance and Superintendent Self-Evaluation

At midyear and year-end, the Superintendent provides a concise self-evaluation addressing the four Shared Goals and the eight performance standards, supported by agreed evidence. The Board should rely on artifacts especially in areas where it may not have direct knowledge of day-to-day district operations.

Evidence/Artifacts Reviewed

Key Accomplishments and Results

Barriers/Circumstances Affecting Progress

Priorities/Adjustments for Next Evaluation Period

Part 4 – Board Composite Evaluation Summary

The Board develops one composite evaluation reflecting the Board’s collective judgment. The final evaluation should synthesize goal progress and performance standards rather than averaging isolated task ratings.

Overall Performance Rating

☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet

Board-Identified Strengths

Board-Identified Growth Priorities

**Superintendent Professional Growth
/ Support**

**Board/Superintendent Priorities for
Next Cycle**

Board Chair: _____ Date: _____

Superintendent: _____ Date: _____

The **Board Actions are shared governance commitments** supporting achievement of the goals and are not additional operational responsibilities assigned to the Superintendent.

5.D.1. Update on 26-27 Student Out of State Travel - Policy II CA

Eagle Point School District 9
Board of Directors

Date:	<u>Aug 26, 2026</u>	Presented By:	<u>Jim Helmen</u>
Subject:	<u>Policy IICA Field Trips and Special Events</u>	Attachment(s)	<u>Yes</u>

Information

BACKGROUND INFORMATION:

[Policy IICA](#) states that the superintendent or designee may authorize travel of students.

For the 2026-27 School Year the following out of state and out of country trips are anticipated:

Boys' Basketball: Dec. 3-5 in Yreka, Dec. 17-19 in Red Bluff, CA

Girls' Basketball: Dec. 3-5 in Yreka, CA

FFA National Convention Oct 21-24

Mexico November TBD

RECOMMENDATION:

Consider the revisions to this policy to update systems of communication.

BOARD ACTION REQUIRED

No Action required at this time.

Eagle Point School District 9

Code: **IICA**
Adopted: 11/14/01
Readopted: 10/08/14

Field Trips and Special Events**

The district recognizes the value of special activities in the total curriculum and agrees that students profit from carefully planned learning experiences.

Field trips and other student activities involving travel may be authorized by the superintendent or designee when such trips or activities contribute to the achievement of desirable educational goals. In planning and authorizing such trips, primary consideration will be given to educational values derived and the safety and welfare of the students involved.

All travel must have prior principal or designee approval.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 336.183](#)

[ORS 339.155](#)

[OAR 581-022-1020](#)

Cross Reference(s):

EEAE - Student Transportation in Private Vehicle

KI - Public Solicitation in District Facilities

KK - Visitors to District Facilities

OSBA Model Sample Policy

Code: IICA
Adopted:

Field Trips and Special Events**

The district recognizes the value of special activities to the total school program. Further, students need to be allowed to participate in and profit from carefully planned learning experiences which fall outside the normal school program/day.

Field trips and other curricular/cocurricular activities involving travel may be authorized by the superintendent or designee when such trips or activities contribute to the achievement of desirable educational/social/cultural goals.

In planning and authorizing such trips, primary consideration will be given to educational values derived, the safety and welfare of students involved, community standards of conduct and behavior on the part of all participants and the selection of appropriate adult supervision, either from within the school staff or from the parent and community volunteer pool.

Written parental permission must be obtained for each trip. The signed form showing parental approval and acknowledgment of student conduct guidelines will be maintained on file for a period of [one year].

The administration will develop rules to ensure both students and adult supervisors are acquainted with the standards for conduct while representing the district. Such rules will reinforce district policy in areas such as alcohol, tobacco and unlawful drug use, procedure to be used in cases of illness or accident, and methods for communicating with administrators/parents in discipline and emergency situations.

All out-of-state travel must have prior Board approval. Such approval is predicated on an acceptable plan for travel arrangements, parental involvement, orientation of students and supervisors and support of the appropriate administrator(s).

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)
[ORS 336.014](#)
[ORS 339.155](#) [ORS 339.240](#) to [-339.250](#)

5.E.District Administrator's Report

5.E.1. Human Resources

2025-26 Employee Exit Survey Report

Human Resources Department | July 2026

Executive Summary

Thirty employees completed the 2025-26 Employee Exit Survey: 13 certified employees and 17 classified employees. The survey gathered information about employees' reasons for leaving, workplace experience, workload, supervision, coworker relationships, and willingness to return to or recommend Eagle Point School District.

The strongest findings were associated with employees' immediate work relationships. Certified respondents gave their highest average rating to supervisors following policies and practices (3.54 out of 4), while classified respondents gave their highest rating to coworkers treating them fairly and equally (3.35). Cooperation within the employee's own school or department was also among the five highest-rated items for both groups.

The lowest-rated items were concentrated in districtwide systems. Communication within the district and training and information needed to perform the job were among the five lowest-rated items for both certified and classified respondents. Cooperation between schools or departments was also among the lowest-rated items for both groups.

Workload differed notably by employee group. Seven of 13 certified respondents rated their workload as too much, compared with two of 17 classified respondents. Written certified comments connected workload concerns to caseloads, staffing, planning time, testing duties, and the needs of students requiring additional support. Classified comments more often described workload as appropriate, although several responses raised concerns about student safety, staffing, and support in specialized programs.

Most respondents remained open to future employment with the District. Fifteen would return without reservation, 13 would return under different circumstances, and two would not return. Seventeen would recommend EPSD as a place to work, 12 would recommend it with reservations, and one would not recommend it. These responses indicate that many departing employees retained a positive connection to the District while also identifying conditions that could improve the employee experience.

The report identifies strengths in student-centered work, coworker relationships, school- and department-level collaboration, and supportive supervision. Opportunities for growth include districtwide communication, job-specific training, cross-department coordination, certified workload, and supports for employees serving students with intensive behavioral or specialized needs.

Survey Overview

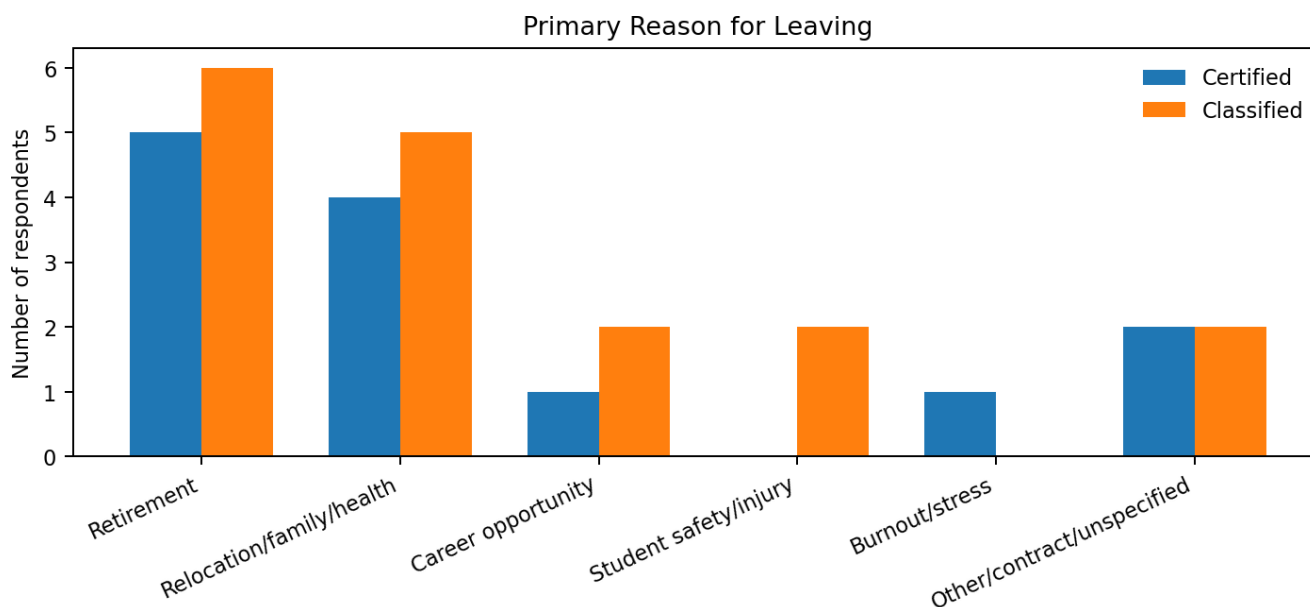
Employee Group	Responses	Share of Responses
Certified	13	43.3%
Classified	17	56.7%
Total	30	100.0%

Ratings were provided on a four-point scale. Averages in this report are calculated from the responses submitted for each survey item. Written responses were reviewed for recurring themes; isolated comments were not presented as districtwide trends.

Reasons for Leaving

Because the reason-for-leaving question allowed open-text responses, responses were grouped into one primary descriptive category for reporting. The categories below preserve the substance of each response while allowing the results to be summarized.

Primary Reason	Certified	Classified	Total
Retirement	5	6	11
Relocation/family/health circumstances	4	5	9
Career opportunity	1	2	3
Student safety/injury	0	2	2
Burnout/stress	1	0	1
Supervisor dissatisfaction	0	1	1
Temporary contract or District assignment	2	0	2
Unspecified	0	1	1



Source: 2025-26 Certified and Classified Exit Survey responses.

Retirement was the most common reason for leaving, accounting for 11 of 30 responses. Relocation and family or health circumstances accounted for another nine responses. Four certified respondents and four classified respondents reported that they were leaving to work for another district or education organization.

Survey Ratings

The following tables show the five highest- and five lowest-rated individual survey items for each employee group. Rankings are based solely on the calculated average for each item.

Certified: Five Highest-Rated Items

Rank	Survey Item	Average
1	Supervisor: Followed policies and practices	3.54
2	Coworkers: Treated you fairly and equally	3.46
3	Coworkers: Encouraged and listened to suggestions	3.38
4	Coworkers: Followed policies and practices	3.38
5	District Experience: Cooperation within your campus or dept.	3.31

Certified: Five Lowest-Rated Items

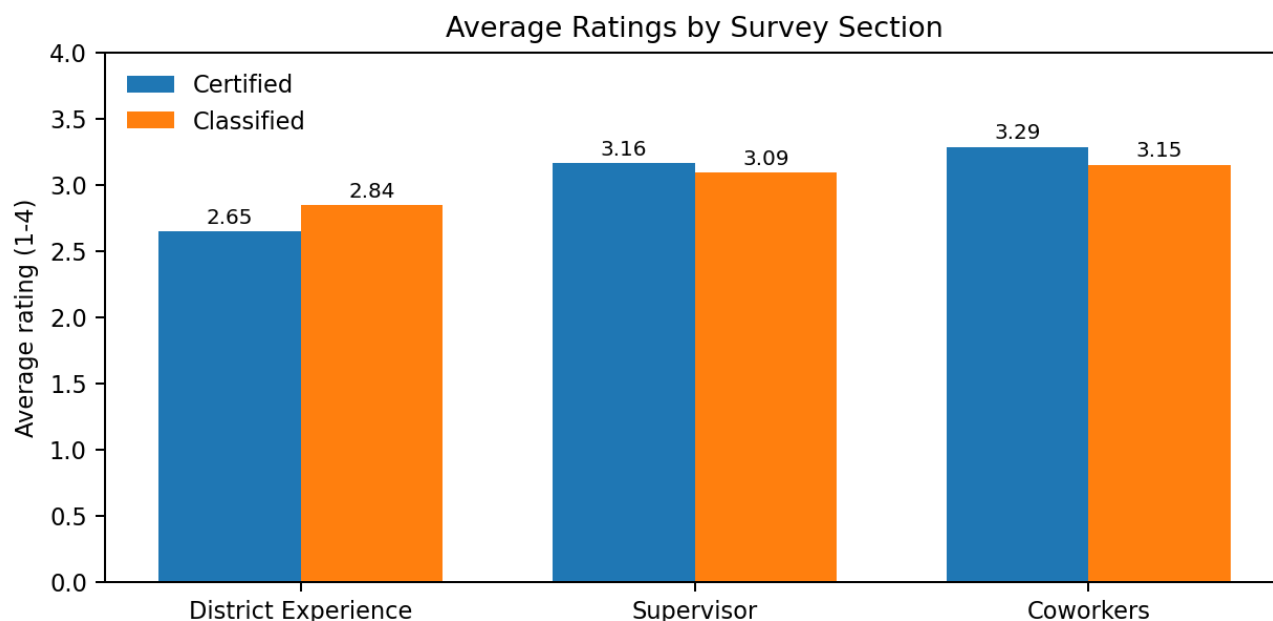
Rank	Survey Item	Average
1	District Experience: Supplies & equipment provided to do your job	2.38
2	District Experience: Training & information to do your job	2.46
3	District Experience: Cooperation between campuses or depts.	2.54
4	District Experience: Communication within the district as a whole	2.62
5	District Experience: Employee benefits	2.62

Classified: Five Highest-Rated Items

Rank	Survey Item	Average
1	Coworkers: Treated you fairly and equally	3.35
2	District Experience: Cooperation within your campus or dept.	3.29
3	Coworkers: Developed cooperation and teamwork	3.24
4	Coworkers: Encouraged and listened to suggestions	3.18
5	Coworkers: Provided recognition for good work	3.18

Classified: Five Lowest-Rated Items

Rank	Survey Item	Average
1	District Experience: Communication within the district as a whole	2.47
2	District Experience: Training & information to do your job	2.59
3	District Experience: Opportunities for professional growth	2.65
4	District Experience: Morale at your campus or department	2.76
5	District Experience: Cooperation between campuses or depts.	2.82

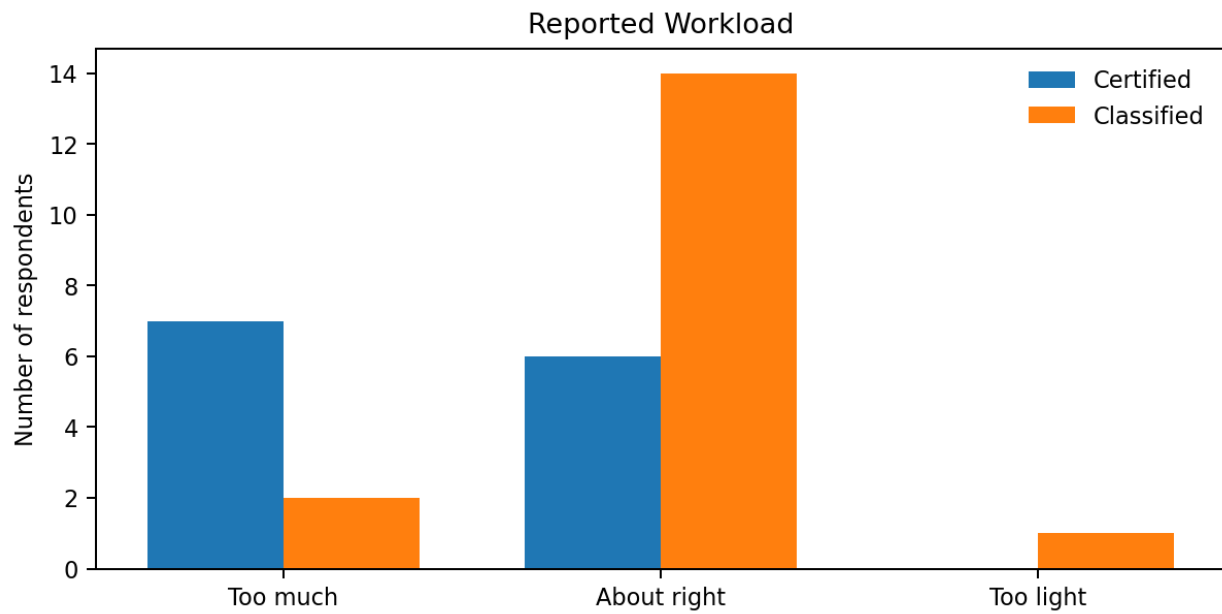


Source: 2025-26 Certified and Classified Exit Survey responses.

Across the three survey sections, certified respondents rated coworkers highest on average (3.29), followed by supervisors (3.16) and the broader district experience (2.65). Classified respondents followed the same pattern: coworkers (3.15), supervisors (3.09), and the broader district experience (2.84).

Workload

Workload Response	Certified	Classified	Total
Too much	7	2	9
About right	6	14	20
Too light	0	1	1

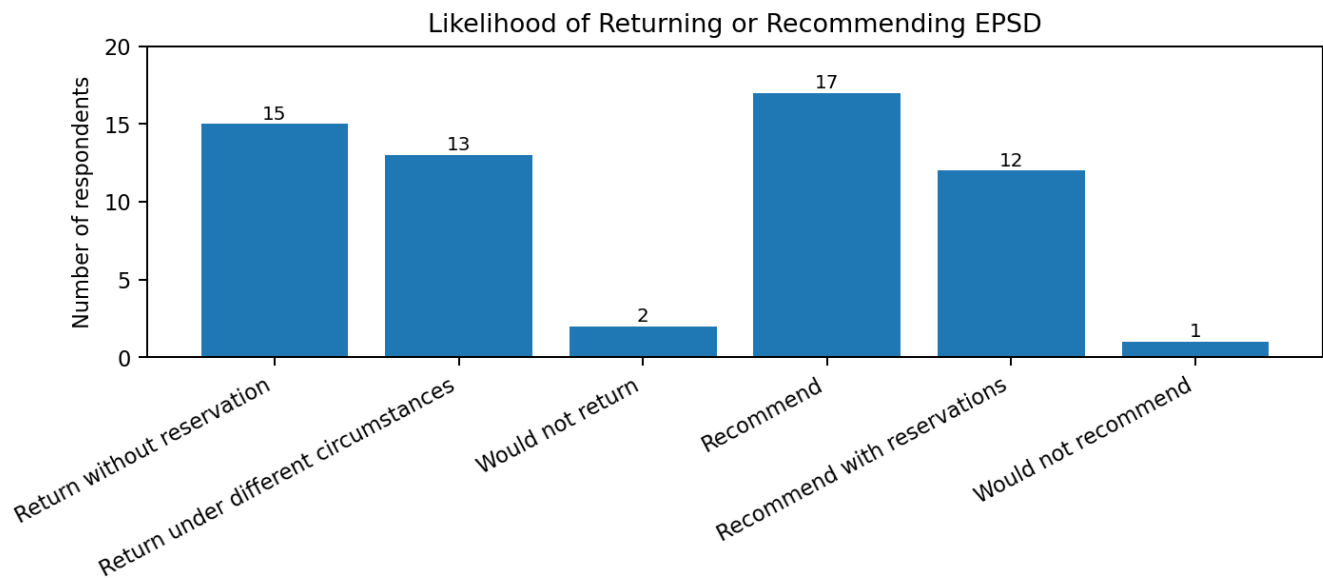


Source: 2025-26 Certified and Classified Exit Survey responses.

A majority of certified respondents (7 of 13) reported that their workload was too much. Most classified respondents (14 of 17) reported that their workload was about right. Certified written comments repeatedly referenced caseload size, staffing, planning time, testing or additional duties, and intensive student needs. Classified comments included concerns about injuries, student placement, staffing, and support in specialized programs, even though most classified respondents rated their overall workload as appropriate.

Return and Recommendation

Response	Certified	Classified	Total
Return without reservation	7	8	15
Return under different circumstances	5	8	13
Would not return	1	1	2
Recommend EPSD	7	10	17
Recommend with reservations	6	6	12
Would not recommend	0	1	1



Source: 2025-26 Certified and Classified Exit Survey responses.

Twenty-eight of 30 respondents indicated that they would return to EPSD either without reservation or under different circumstances. Twenty-nine of 30 would recommend the District either without reservation or with reservations. The number of conditional responses shows that the willingness to return or recommend the District was often qualified by the employee's experience or circumstances.

Themes in Written Responses

What Employees Valued

- Working with students and seeing student growth was the most consistent positive theme in both employee groups.
- Coworker relationships, teamwork, and collaboration were repeatedly identified as strengths.
- Several certified respondents identified supportive administrators, professional feedback, or curricular autonomy as positive aspects of their employment.
- Several classified respondents described pride in making a positive difference for students and appreciation for their school or department team.

Recurring Concerns

- Certified respondents repeatedly raised concerns about caseloads, staffing, planning time, additional duties, and challenging student behavior.
- Both groups included comments about support for employees working with students who have intensive behavioral or specialized needs.
- Classified responses included repeated concerns about student-related injuries, placement, and staffing in specialized classrooms or programs.
- Communication, training, and coordination between schools or departments were among the lowest-rated survey items for both groups.
- Some comments identified leadership, recognition, policy consistency, or employee voice as areas requiring attention; these concerns were not uniform across all respondents.

Trends, Strengths, and Opportunities for Growth

Area	What the Data Show
Trend: Immediate work relationships	Coworker ratings were the highest average survey section for both groups. Cooperation within the employee's own school or department was a top-five item for both groups.

Trend: Districtwide systems	Communication, training, and cooperation between schools or departments were among the five lowest-rated items for both groups.
Trend: Certified workload	More than half of certified respondents rated workload as too much; most classified respondents rated it about right.
Strength: Student-centered work	Written responses in both groups repeatedly identified students, student growth, and making a positive difference as the most valued parts of the job.
Strength: Retained connection to EPSD	Twenty-eight respondents would consider returning, and 29 would recommend EPSD, including conditional responses.
Opportunity: Specialized supports	Comments from both groups identified staffing, behavior support, student placement, and employee safety in specialized settings as areas for review.

Next Steps to Promote Retention

Focus Area	Recommended Next Step
District communication	Review how key operational information is communicated across schools and departments, including who is responsible for communicating changes and how employees can obtain clarification.
Training and onboarding	Identify positions or departments with recurring training needs and strengthen role-specific onboarding, written procedures, and follow-up support.
Certified workload	Review workload indicators in positions where respondents identified high caseloads, limited planning time, testing responsibilities, or redistributed duties.
Specialized programs and safety	Partner with Student Services and building leaders to review staffing, student placement, behavior supports, safety practices, and employee access to timely assistance.
Supervisor and team support	Use survey themes to inform leadership development in communication, recognition, conflict resolution, teamwork, and employee voice.
Retention monitoring	Continue the annual exit survey, improve survey participation, and compare future results by employee group and survey item to determine whether identified areas improve over time.

Year-Over-Year Comparison (2024-25 to 2025-26)

The 2025-26 Exit Survey represents the District's second year of collecting employee exit survey data. Participation increased from 15 respondents in 2024-25 to 30 respondents in 2025-26, providing a broader perspective on the experiences of departing employees. Because participation remains voluntary, the results should still be interpreted as the experiences of respondents rather than all employees who left the District.

Response Summary

Measure	2024-25	2025-26	Change
Certified responses	7	13	Increase of 6
Classified responses	8	17	Increase of 9
Total responses	15	30	Increase of 15

The increase in participation improves the District's ability to identify recurring patterns, while recognizing that the survey remains voluntary and self-selecting.

Key Findings

Measure	2024-25	2025-26	Year-over-year result
Reported workload as "too much"	46.7%	30.0%	Decreased
Would return without reservation	40.0%	50.0%	Increased
Would return, including under different circumstances	86.7%	93.3%	Increased
Would recommend EPSD without reservation	60.0%	56.7%	Similar / slight decrease
Would recommend EPSD, including reservations	93.3%	96.7%	Increased
Leaving for another educational employer	26.7%	26.7%	No proportional change

Observations

- **Participation doubled.** The number of survey responses increased from 15 to 30, including increases among both certified and classified respondents.
- **Overall workload concerns declined.** The percentage of respondents rating their workload as too much decreased from 46.7% to 30.0%. This change was driven primarily by classified responses; certified workload concerns remained comparatively high.
- **Willingness to return improved.** Half of the 2025-26 respondents would return without reservation, compared with 40.0% in 2024-25. When conditional responses are included, willingness to return increased from 86.7% to 93.3%.
- **Recommendation results remained positive but qualified.** The percentage providing an unqualified recommendation decreased slightly, while the percentage willing to recommend EPSD either without reservation or with reservations increased to 96.7%.
- **Movement to another educational employer remained proportionally unchanged.** In both years, 26.7% of respondents indicated they were leaving for another district or educational employer. Their reported reasons varied and included relocation, career opportunities, safety concerns, burnout, and other personal or professional circumstances.

Continuing Strengths and Opportunities

Across both survey years, respondents consistently identified working with students, positive coworker relationships, and collaboration within their immediate school or department as strengths. Communication, job-specific training, cooperation between schools or departments, staffing, and workload remained recurring opportunities for improvement. Concerns related to student behavior, employee safety, and support in specialized programs also appeared in both years, although the specific comments and frequency varied.

Overall Assessment

The year-over-year results are more positive than negative: participation increased, overall workload concerns declined, and a greater percentage of respondents indicated they would return to the District. At the same time, the continuing appearance of concerns related to communication, training, certified workload, cross-department coordination, and specialized student supports indicates that these areas remain appropriate priorities for retention efforts. Continued annual comparison will help the District determine whether changes in practice produce measurable improvements in employee experience over time.

Conclusion

The 2025-26 Employee Exit Survey shows that departing employees continued to value students, coworkers, and the opportunity to make a meaningful contribution. Immediate work relationships were rated more positively than the broader district experience, and most respondents remained willing to return to or recommend Eagle Point School District.

The survey also identified clear areas for continued attention. Districtwide communication, training, and cross-department coordination were common lower-rated areas. Certified workload and support for employees serving students with intensive needs were prominent in written comments, while classified comments raised particular concerns about safety, placement, and staffing in specialized settings.

Retention efforts should preserve the strengths employees identified while addressing the systems that shape their daily work. Focusing on communication, role-specific training, workload, specialized program support, leadership practices, and consistent review of employee feedback will provide the District with practical opportunities to improve the employee experience and strengthen retention.

AI Assistance Statement

Prepared by Jennifer Patterson-Durham, Human Resources Director, with the assistance of ChatGPT to organize, analyze, and present the survey data. Human Resources reviewed the calculations, findings, and conclusions included in this report.

5.E.2. **Business Office**

Eagle Point School District General Fund Revenue Summary Report
2025-26 Year-to-Date as of June 30, 2026
Prepared 8/26/2026

Account	Budget	(Note 1) June Revenues	YTD Revenue	YTD Percent Received
11XX - Local Property Taxes and Pymts In-Lieu	13,728,000	428,406	14,279,308	104.0%
1310 - Tuition	-	-	1,172	N/A
14XX - Transportation Fees	-	17,052	52,405	N/A
1510 - Interest on Investments	500,000	54,671	767,774	153.6%
17XX - Fees, Admissions, Club Fundraising	500,000	25,335	739,881	148.0%
19XX - Rentals, Grant Indirect, and Misc Rev	450,000	28,239	247,221	54.9%
21xx - Other Intermediate Sources	800,000	666,948	952,572	119.1%
3101 - State School Fund	40,227,920	-	40,290,552	100.2%
3103 - Common School Fund	578,171	288,425	576,667	99.7%
3XXX - Other State Sources and Grants	-	-	-	-
4200 - Federal Grants	-	-	-	-
4801 - Federal Forest Fees	-	-	36,931	-
5200 - Transfers PROJECTED STUDENT BODY FUNDS	-	-	(560,000)	-
5300 - Sale or Compensation for Fixed Assets	-	-	9,399	-
5400 - Beginning Fund Balance	4,968,714		6,128,215	
Totals	<u>61,752,805</u>	<u>1,509,075</u>	<u>63,522,097</u>	

Note 1: Financial information presented is preliminary and unaudited. Additional adjustments and journal entries may be made as the District completes year-end close and prepares financial records for the annual audit.

Eagle Point School District General Fund Expenditure Summary Report
2025-26 Year-to-Date as of June 30, 2026
Prepared 8/26/2026

General Fund Expenditures by Function:		June	Year To Date		YTD
	<u>Budget</u>	<u>Expenditures</u>	<u>Expenditures</u>	<u>Budget Balance</u>	<u>Percent Expended</u>
1000 - Instruction	34,205,503	6,503,443	32,720,068	1,485,434	96%
2000 - Support Services	23,793,850	3,146,219	21,921,067	1,872,783	92%
3000 - Community Services	-	-	-	-	-
4000 - Building Improvements	-	-	-	-	-
5000 - Debt Service and Fund Xfrs	410,000	19,787	401,258	8,742	98%
6000 - Contingency	3,343,452	-	-	3,343,452	-
7000 - Unappropriated Ending Fund Balance	-	-	-	-	-
Total Expenditures	61,752,805	9,669,449	55,042,394	6,710,411	

General Fund Expenditures by Object:					
100 - Salaries	27,241,645	5,224,384	25,742,111	1,499,534	94%
200 - Benefits	16,551,964	3,077,178	14,807,824	1,744,140	89%
300 - Purchased Services (other than 360)	5,347,610	1,102,555	6,029,961	(682,351)	113%
360 - Charter School SSF Payments	3,800,000	(37,271)	3,963,639	(163,639)	104%
400 - Supplies and Materials	3,638,134	236,490	2,694,664	943,470	74%
500 - Capital Outlay	590,000	45,310	482,587	107,413	82%
600 - Other Objects (Ins, Dues & Fees)	1,215,000	1,017	1,301,819	(86,819)	107%
700 - Transfers Out	25,000	19,787	19,787	5,213	-
810 - Contingency	3,343,452	-	-	3,343,452	-
Total Expenditures	61,752,805	9,669,449	55,042,394	6,710,411	

5.F. HB3499 Annual English Language Outcomes Report

Eagle Point School District 9
Board of Directors

Date:	<u>8/26/2026</u>	Presented By:	<u>Amy Isackson</u>
Subject:	<u>HB3499 Annual English Language Outcomes Report</u>	Attachment(s)	<u>Yes</u>

Information

BACKGROUND INFORMATION:

The Oregon English Language Learner Report is an annual publication required by law (ORS 327.016), which reports on English language learner program funding and student outcomes. The report's purpose is to describe the population of English learners in Oregon and provide a summary of district and state progress towards meeting English learners' needs and the state's objectives to meet those needs. In addition, this report provides a tool that makes data on English language learners accessible to researchers, media, students, and parents.

A document is included in the board packet to describe [HB3499](#).

Link to the English version of the annual report:
[English Learners in Oregon Annual Report 2024–25](#)

Note: The report is from 2024-2025 and it's the most current version. Released July 2026

RECOMMENDATION:

None at this time, this report is for information only

BOARD ACTION REQUIRED

Suggested Resolution:

No action required by the Board at this time

English Learners in Oregon Annual Report 2024-2025

[Full Report](#)





Helpful Vocabulary

01

Current English Learners

Multilingual student currently enrolled in an ELD Program during the 24-25 School Year

02

Former English Learners

Previously enrolled student in an ELD program, and student has demonstrated proficiency in English. Monitored EL's are a subset of former EL learners who are monitored for 4 yrs after exiting EL services.

03

Ever English Learners

The combination of both current, monitored and former EL's. Since English is not the student's first language, the student is learning English throughout their lifetime.

04

Never English Learners

Monolingual or multilingual speakers never enrolled in an ELD program (ineligible or never enrolled)

- Just like in previous years, about 1 in 5 students in Oregon are either current, former, or monitored EL students. The majority of current EL students are in the elementary grades (about 50%) and the majority of former EL students are in high school (about 80%)
- **The EL population has been increasing, while the overall student population has shown a decreasing trend.**
- The number of recent arrivers in Oregon has more than doubled over the past five years. In 2024-25, 10,353 current EL students were recent arrivers, the highest number recorded during the six year period examined. The majority of this growth occurred during the past two years.
- While the predominant home language is Spanish (75.5%), current English learners speak 247 documented unique languages, and they bring valuable linguistic and cultural assets to the districts that serve them. Other common languages are Russian, Chinese, Vietnamese, Arabic, Chuukese, and Ukrainian.
- Oregon has over 197 districts, and 80% of them are serving designated EL students. In 2024-2025, 155 provided EL instruction, supports and services to current English language learners. Of these districts, 132 received Title III funds either directly or as part of a consortium, which in 2024-25 provided an additional \$113 per student for supplemental English learner services.
- Our consortium supports these districts that experience unique challenges, due to students being distributed across many grade levels with a wide range of English proficiency. They often have limited access to ELD teachers, and few peers that share backgrounds similar to their own. We support each other to ensure that our students are getting access to and participating in grade level content along with their peers.

Students with Interrupted or Limited Formal Education



Some current and former English learners had their education interrupted or received limited formal education before arriving in the U.S. These might have been immigrant or refugee students who had spent time in refugee camps or whose process of immigration to the U.S. prevented them from attending school for a time. These students are referred to as SIFE (Student with interrupted formal education) or SLIFE (Student with limited or interrupted formal education) These students:

- a. Have at least two fewer years of schooling than their peers of the same age
- b. Function at least two years below grade level expectations in reading and math and
- c. Are preliterate in their native language. During the 2024-25 school year:

57% of these students were in high school

25.7 % of these students were in middle school

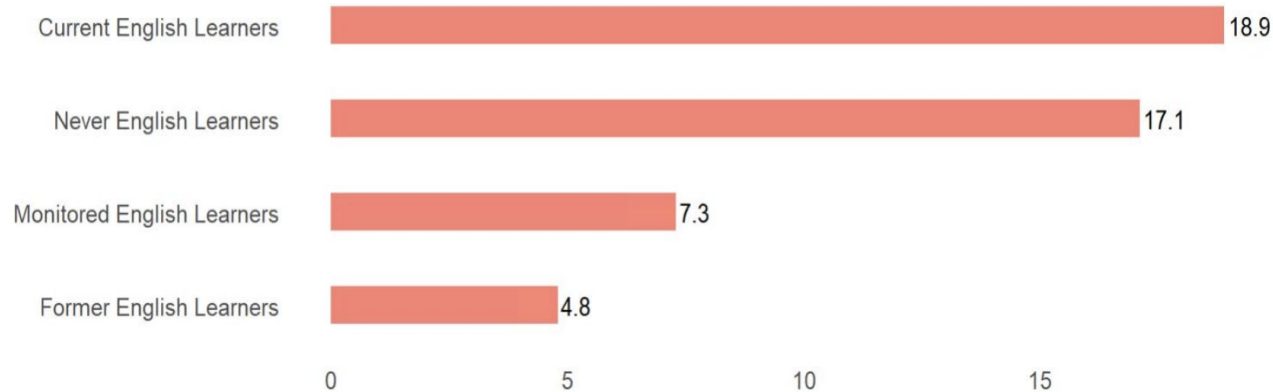
16.9 % of these students were in elementary

These students face unique circumstances, and they need to be served without placing them in classes with younger students, since forming relationships with peers is a factor that appears to improve academic outcomes. Attendance is also a key factor in determining future academic success.

Special Education Services

EL students continue to be overrepresented in special education programs. 18.9% of current EL students receive special ed services, while 17.1 % of never English learners receive this support.

Figure 11. Percentage of Current, Monitored, Former, and Never English learners receiving special education services and supports in 2024-25.

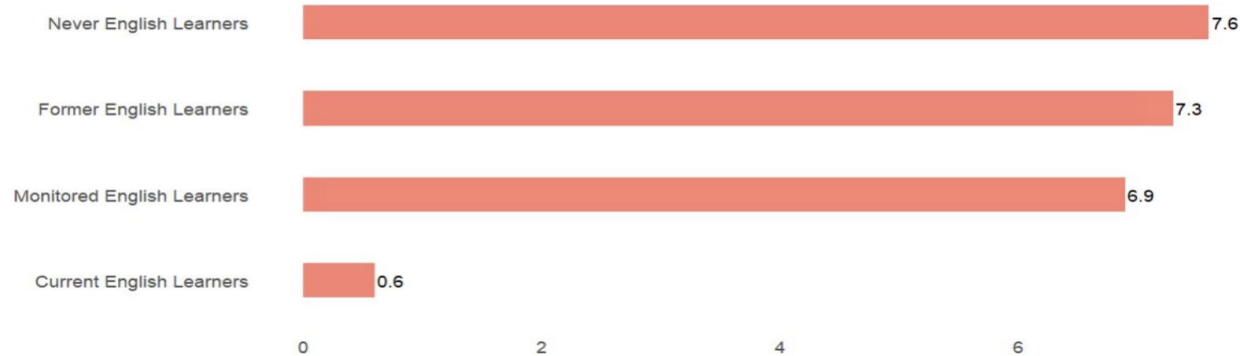


These patterns highlight the importance of careful evaluation practices to differentiate language needs from learning disabilities.

TAG Identification

EL students continue to be under represented in TAG programs. 7.6% of Never English learners were identified for TAG services in 2024-25. While 7.3% of former ELs, 6.9% of monitored, and only .6% of current English learners were identified for TAG support. Never English learners were over 12 times more likely to be identified for TAG support than current EL's.

Figure 13. Percentage of Current, Former, Ever, and Never English learners who participated in a TAG program in 2024-25.

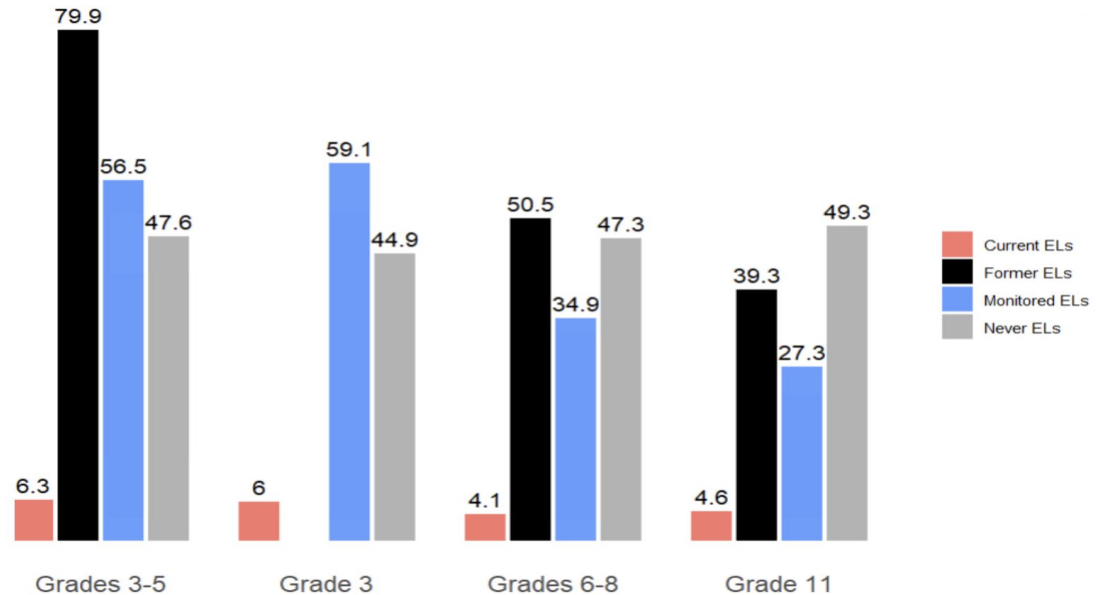


There is a constant need to be able to accurately and consistently identify EL's for TAG support. Often bilingualism, particularly in districts where the overall EL population is low, is seen as a deficit instead of an asset, and therefore student academic strength is overlooked.

Academic Outcomes: English Language Arts State Standards

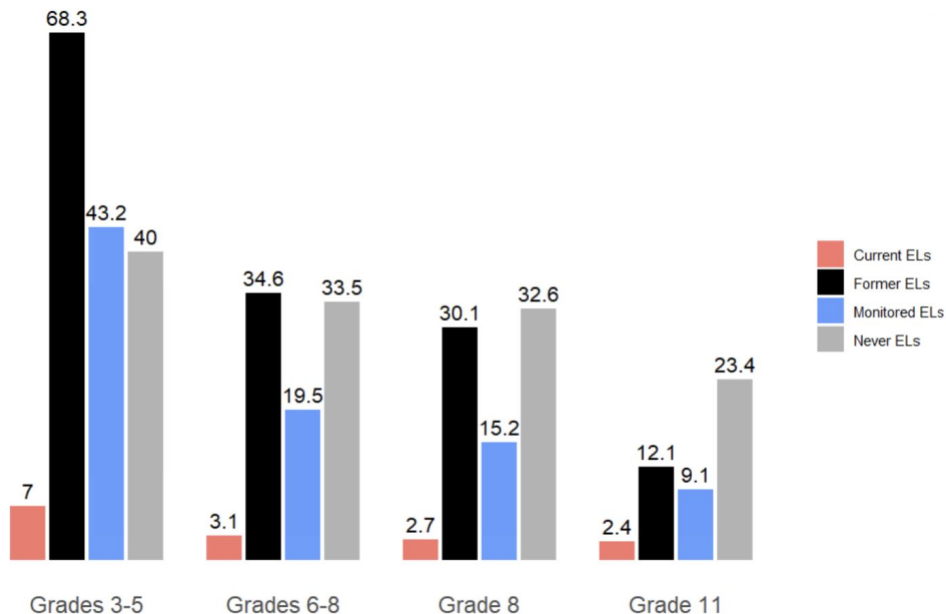
The ELA assessment can be especially challenging for ELs who are still developing proficiency. However, students who successfully exit EL status, especially in the early grades, can achieve or exceed proficiency rates higher than their Never EL peers (see Grades 6-8 below), underscoring the importance of effective EL instruction and support.

Figure 16. Percentage of Current, Monitored, Former, and Never ELs meeting or exceeding state standards in English language arts in elementary, middle and high school, 2024-25¹¹



Academic Outcomes: Math State Standards

Figure 17. Percentage of Current, Monitored, Former, And Never ELs meeting or exceeding state standards in mathematics in elementary, middle and high school, 2024-25¹³



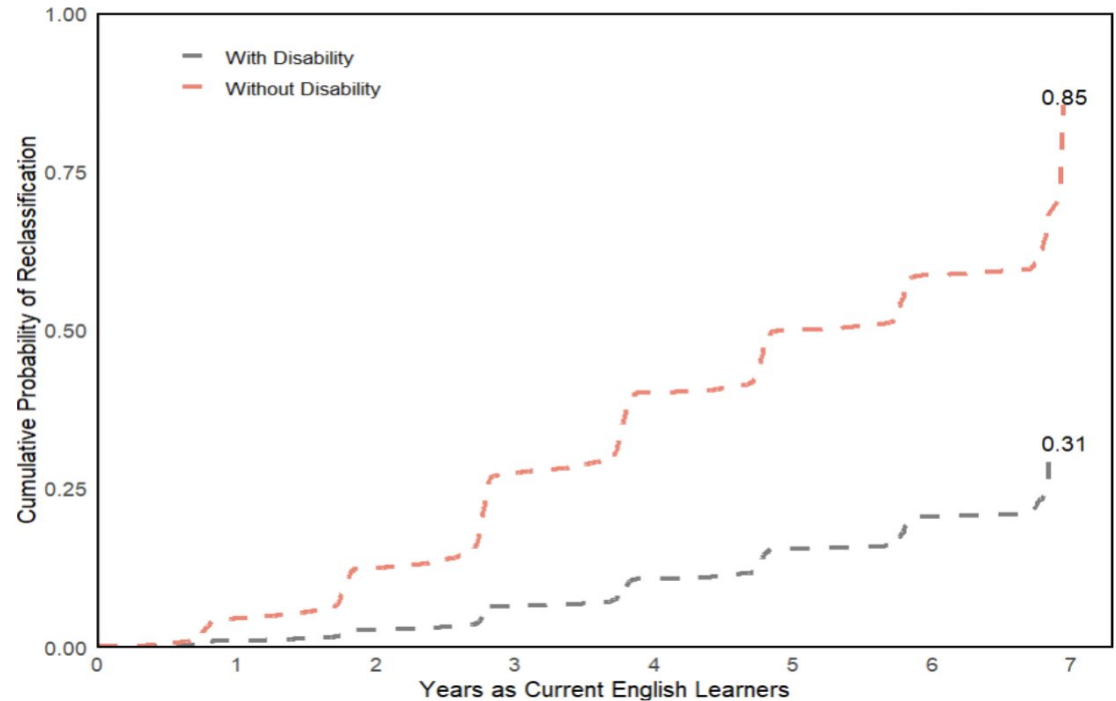
According to figure 17, the data reveal a persistent achievement gap in mathematics for Current EL's and indicate that early success among Former and Monitored ELs decreases over time, highlighting a need for improved instruction using proven strategies for multilingual learners throughout students' educational trajectories.

This term is used for students who are unable to meet proficiency expectations in English. ODE defines long term current EL's as a student who received English language instruction, supports, and services in and ELD program for more than seven years.

During the 2024-25 school year, 22.5% of current EL students were in this category. This is concerning, because EL proficiency is highly predictive of other academic challenges. In addition, 39.4% of current EL's with disabilities were long term EL's. Figure 15 shows the reclassification within 7 years of current EL's with and without disabilities.

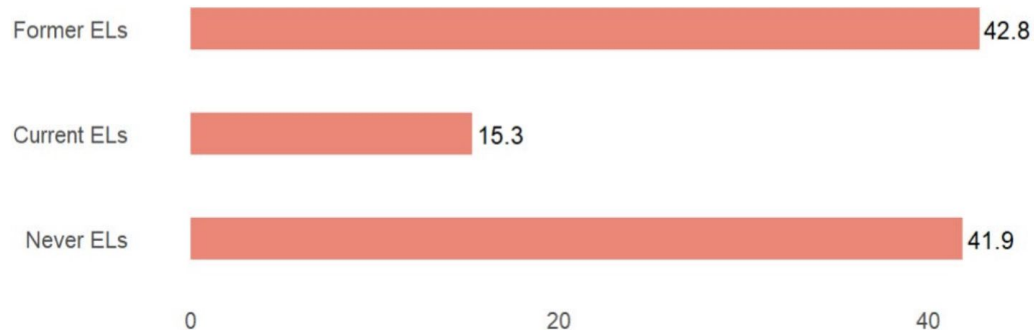
Long Term EL Students

Figure 15. Probability of reclassification for Current English learners with and without disabilities after seven years (July 1, 2018 to June 30, 2025).



Seal of Biliteracy

Figure 22. Percentage of Current, Former, and Never English learners graduating with the Seal of Biliteracy/Multiliteracy in 2024-25 (among all students who graduated with the Seal of Biliteracy)

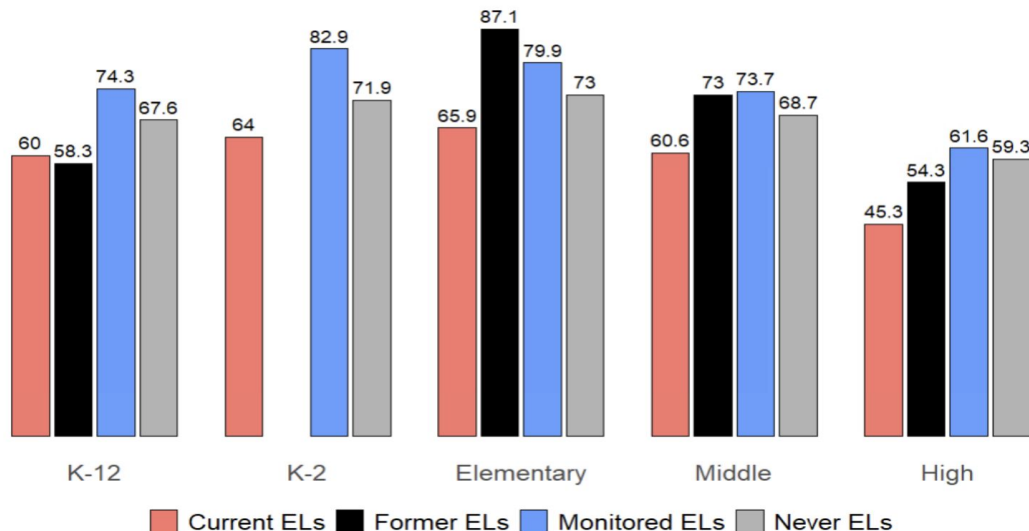


The Oregon State Seals of Biliteracy and Multiliteracy recognize student proficiency in two or more languages. Ever English learners represented a majority (58.1%) of Seal recipients, these findings also suggest that many multilingual students, particularly former English learners, may not be earning the Seal. This is an opportunity to expand awareness, access, and participation in the Seal of Biliteracy program among eligible students.

Attendance

Current EL's consistently exhibit the lowest rates of regular attendance (calculated as attending 90% of the time) compared to former and never English learners. Students who have exited EL services, especially recently monitored ones, are more engaged with school in the earlier grades and are more likely to continue this attendance pattern in middle and high.

Figure 18. Percentage of Current, Monitored, Former, and Never English learners regularly attending school by elementary (K-5), middle (6-8), high school (9-12), K-2, and K-12 grades in 2024-25

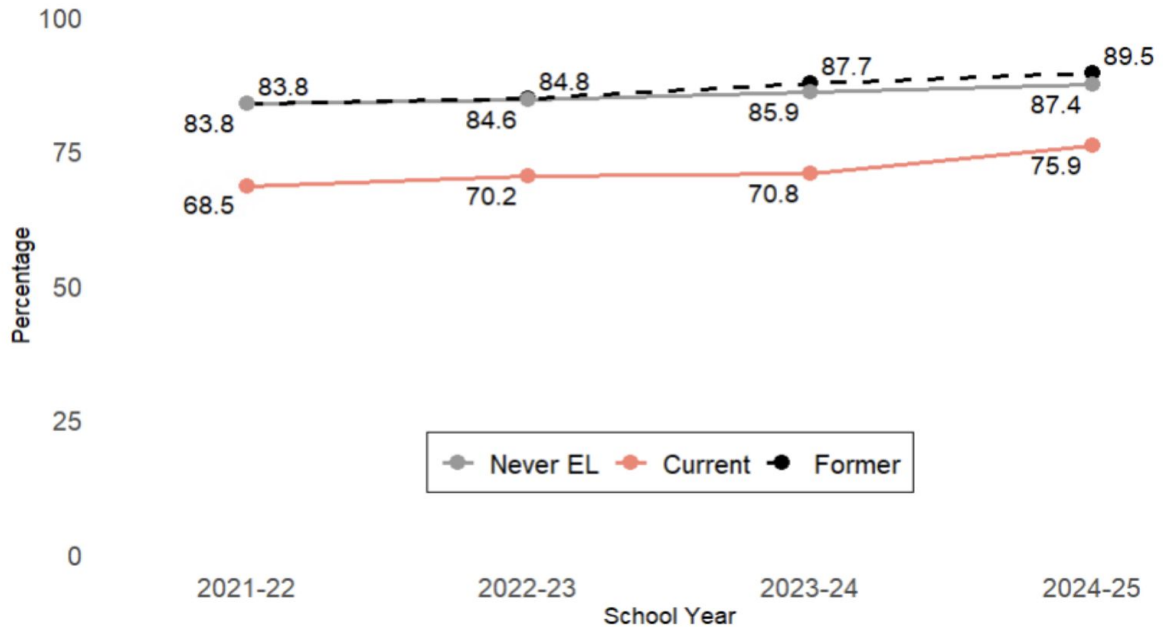


This highlights the need for targeted attendance interventions, particularly for current EL's whose engagement decreases most significantly in secondary grades.

Graduation Rates

According to figure 19, across all years, Former EL student consistently outperform current and never EL's in terms of being on track to graduate. Their rates rose steadily, marking a 5.7 percentage point increase over four years. Never ELs also demonstrated consistent improvement.

Figure 19. Percentage of 9th grade Current, Former, and Never English learners on track to graduate within four years (2020-21 to 2023-24).



AP/IB Class and Career Tech Representation

English learners have limited access to many academic pathways that are essential for promoting equitable educational outcomes and long term success. Table 11 and 12 highlight the important disparity in access to these programs. Restrictive course placement policies, insufficient language support structures, and prevailing misconceptions about EL's academic readiness and potential are all factors that support systematic barriers, and fail to promote inclusive enrollment practices.

Table 11. The number and percentage of Current, Monitored, Former and never English Learners enrolled in an AP/IB class (2024-25)

Description	Count	Total Highschoolers	Percent
ELs in an AP/IB Class	17,65	15,164	11.6%
Former ELs in an AP/IB Class	5,488	17,439	31.5%
Monitored ELs in an AP/IB Class	738	3,104	23.8%
Never ELs in an AP/IB Class	34,923	140,604	24.8%

Table 12. The number and percentage of current, former, monitored, and never English Learners enrolled in a CTE class (2024-25)

Description	Students Enrolled	Total Highschoolers	Percent
ELs in a CTE Class	8,101	15,164	53.4%
Former ELs in a CTE Class	11,320	17,439	64.9%
Monitored ELs in a CTE Class	2,122	3,104	68.4%
Never ELs in a CTE Class	81,755	140,604	58.1%

A Sense of Belonging & Identity Representation

A growing body of research highlights the critical role that sense of belonging and identity representation in content plays in students emotional and academic wellbeing. Feeling welcomed, valued, and represented in their school communities is especially important given the additional cultural, linguistic, and social transitions they navigate. A strong sense of belonging can improve motivation, engagement and resilience. It is also linked to a better attendance, and higher academic achievement.

Figure 26. Response rates²⁰ (%) for identity representation in school assignments among Ever and Never English Learners (2024-25)

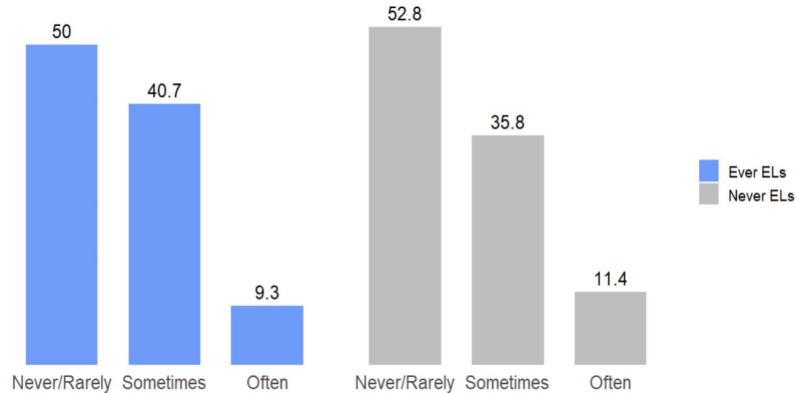


Figure 27. Response rates²¹ (%) for feeling welcome at school among Ever and Never English Learners (2024-25)

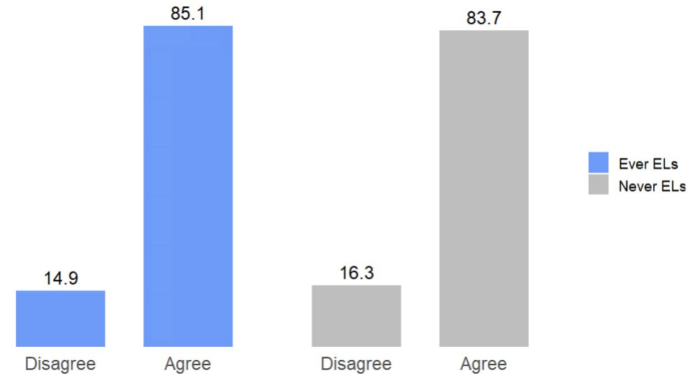
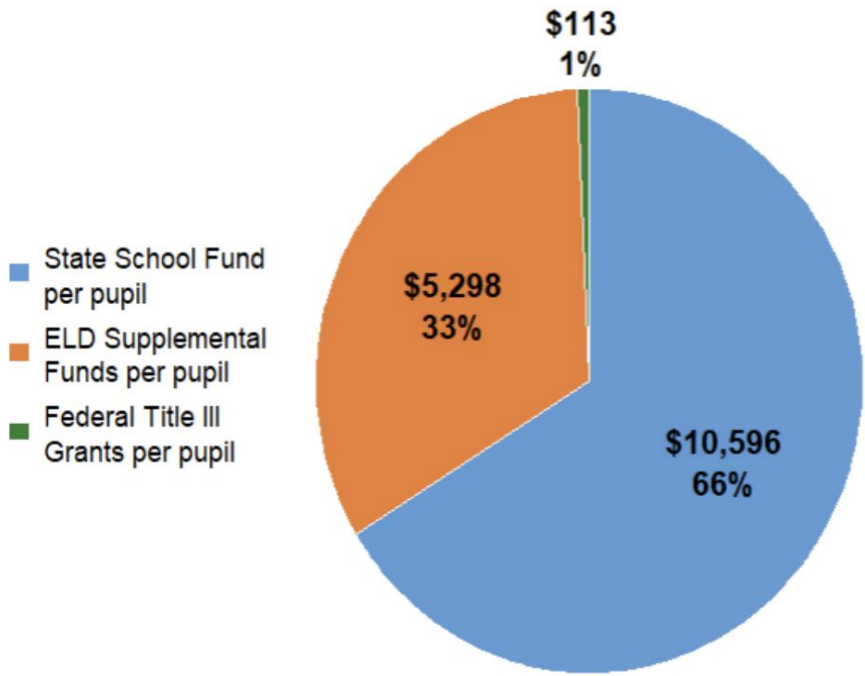


Figure indicates, overall, about 99% of the funding allocated to English learners comes from the state, which in turn, reflects a string state-level commitment to education equity for English learner students.

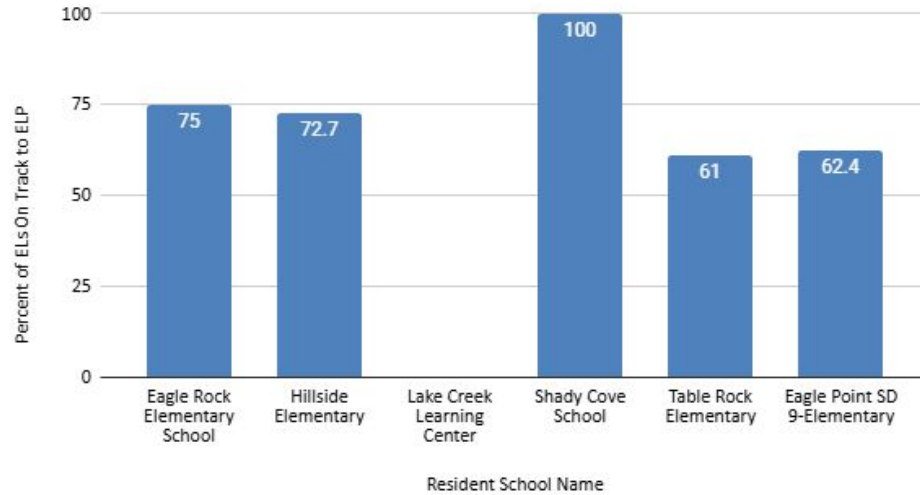
Figure 30. Percentage of state and federal per-pupil funding for English Learners in 2024-25



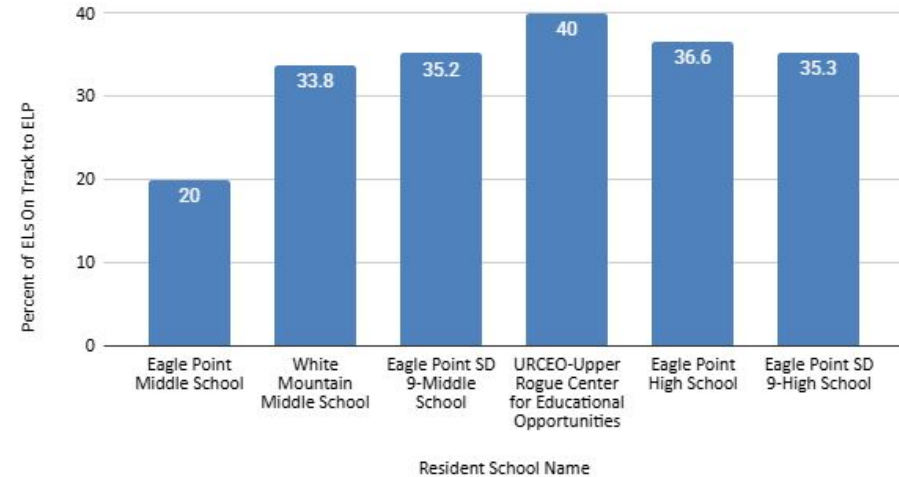
Eagle Point School
District
English Learners
2025-26

Eagle Point Students On Track to English Language Proficiency

Percent of Elementary ELs On Track to ELP



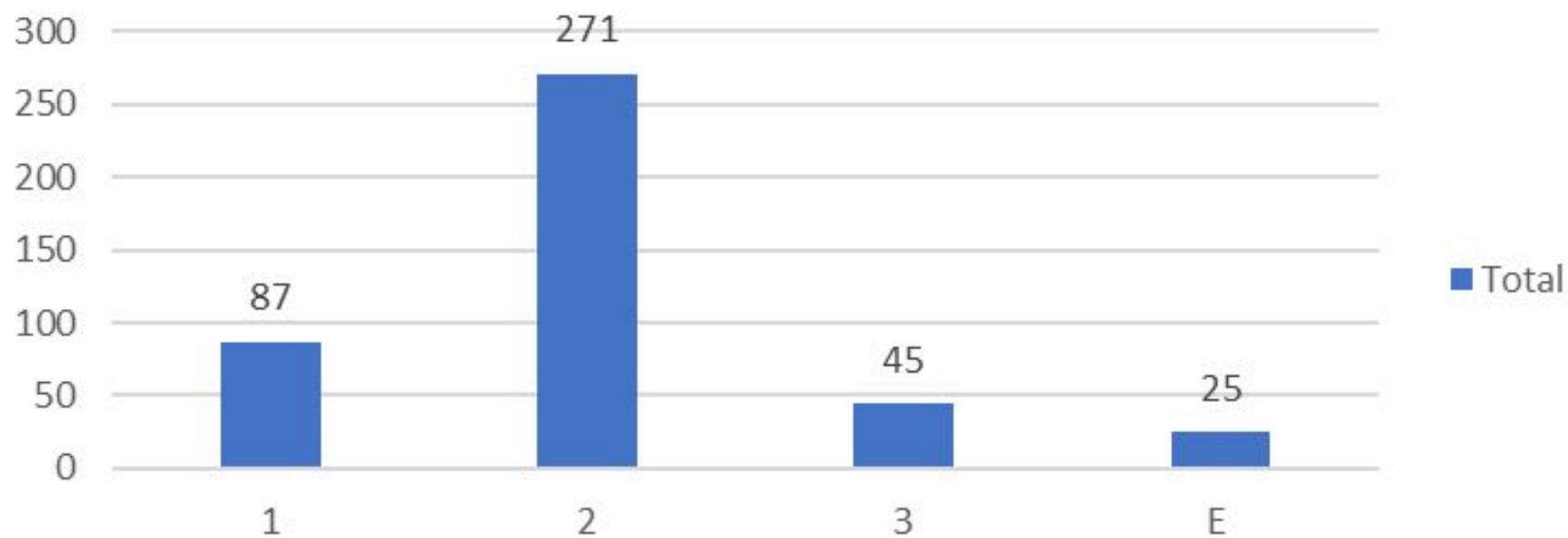
Percent of Secondary ELs On Track to ELP



EnrlGrdCd ▾

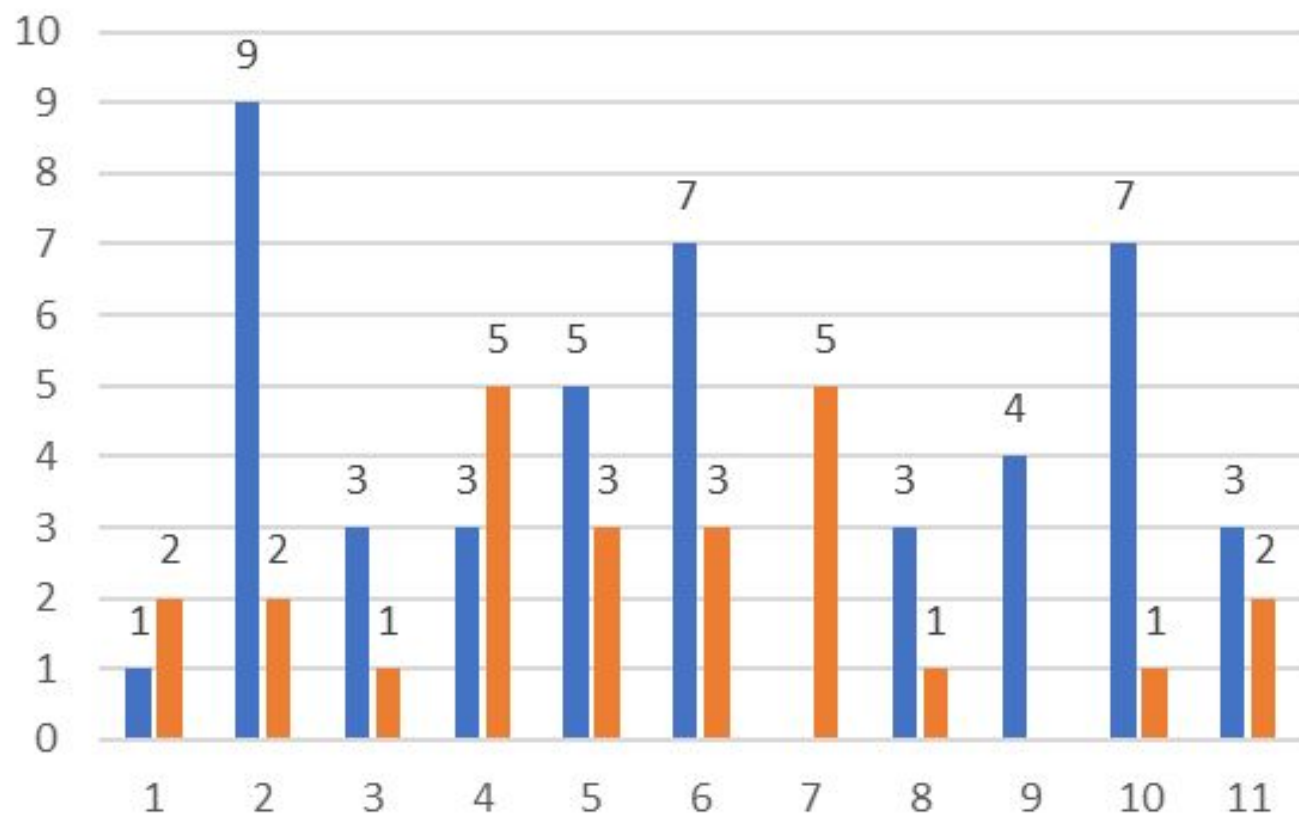
Count of ELPA21ProfSts

Total



ELPA21ProfSts ▾

Count of ELPA21ProfSts



ELPA21ProfSts

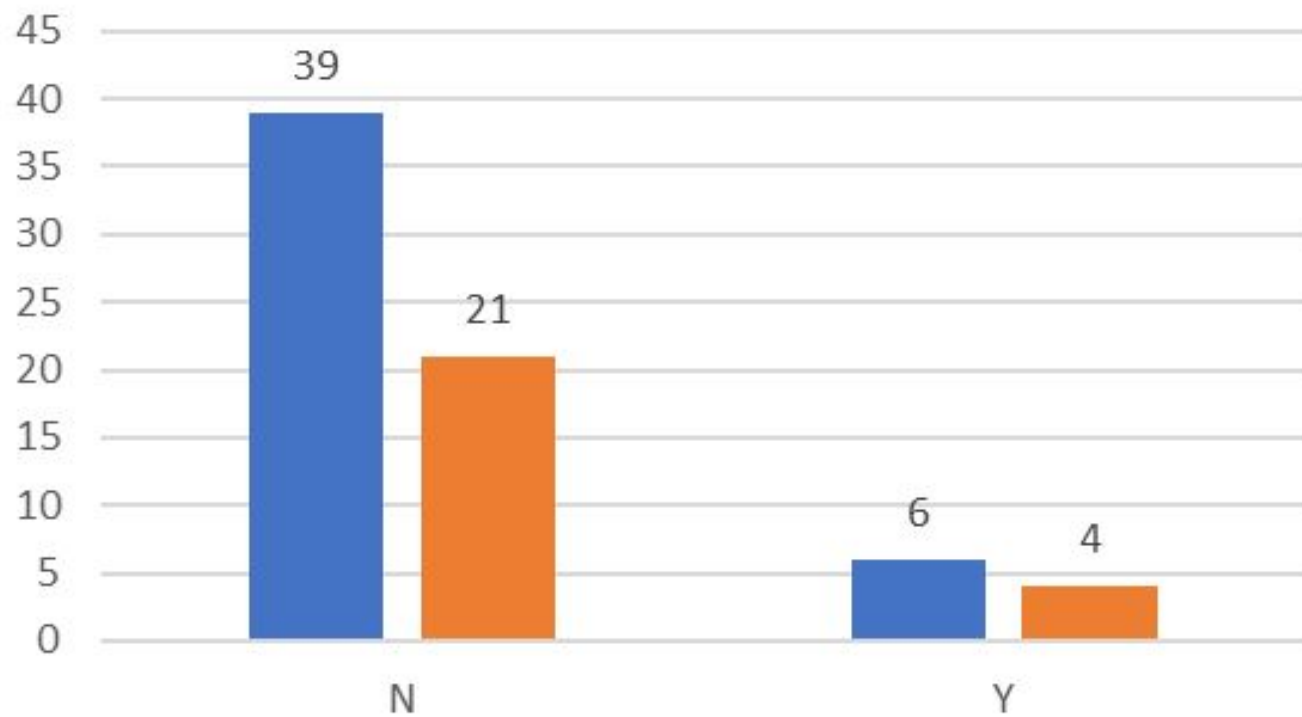
3

E

EnrlGrdCd

EnrlGrdCd ▾

Count of ELPA21ProfSts



ELPA21ProfSts ▾

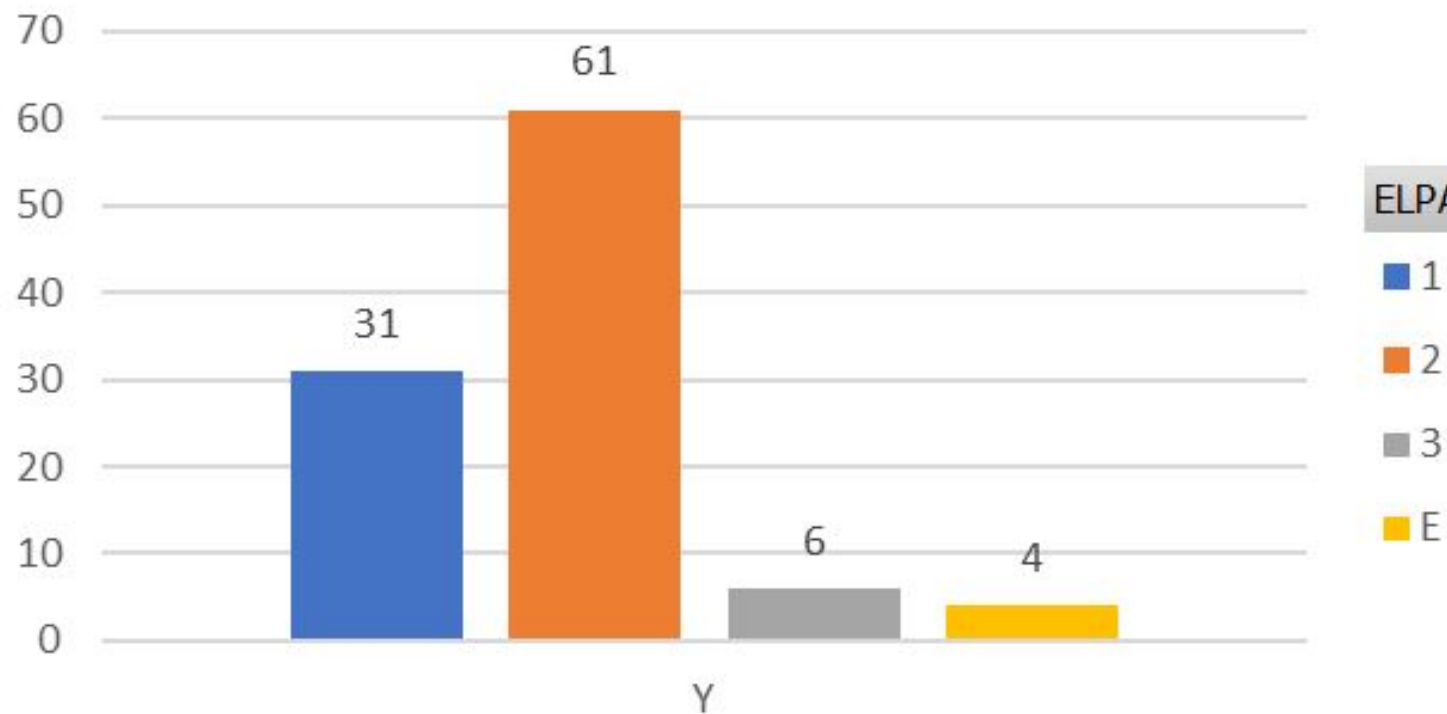
3

E

SpEdFg ▾

EnrlGrdCd ▾

Count of ELPA21ProfSts



ELPA21ProfSts ▾

1

2

3

E

SpEdFg ▾

Conclusion

Notable progress is evident in several areas. ELs that have exited EL services are increasingly earning the Seal of Biliteracy, graduating at higher rates than previous years, and enrolling in postsecondary education.

Despite these successes, the persistent gaps highlighted in this report represent the need for investment and reform. Current ELs face significant academic disparities. To begin to address these challenges, ODE has created an action plan, which can be accessed here:

[The Oregon Multilingual Learner Strategic Plan](#)

The plan emphasizes:

Community Engagement
Transformative Educators
Culturally Responsive Practices
Expanding Pathways to Academic Success
Fostering Inclusive School Environments
Enhancing Teacher Training

By leveraging the strategies in the plan, Oregon can improve outcomes in future years, ensuring that every English learner has equitable opportunities to excel academically and linguistically to support their full participation and success in school and beyond.

6. Board Action Items

6.A. Consent Agenda

Eagle Point School District 9
Every Student, Every Class, Every Day!

MONTHLY PERSONNEL REPORT – AUGUST 2026

[illegible]

Integrated Pest Management Plan for Eagle Point School District 9

This plan was created with cooperation from the OSU School IPM Program Director, Tim Stock, Horticulture Department, Oregon State University, and other contributing districts in the state.

Contents

I. INTRODUCTION	4
II. WHAT IS INTEGRATED PEST MANAGEMENT?	4
III. WHAT IS AN INTEGRATED PEST MANAGEMENT PLAN?	5
IV. SCHOOL DISTRICT IPM PLAN COORDINATOR	6
V. IPM DECISION-MAKING PROCESS	7
A. Responsibilities of School District Employees	
1. IPM Plan Coordinator	7
2. Custodial Services	7
3. Maintenance/Construction	8
4. Grounds Department	9
5. Kitchen Staff	9
6. Faculty	10
7. Principal	10
B. Monitoring – Reporting – Action Protocol	11
1. Three levels of monitoring	11
2. Sticky monitoring traps for insects	12
3. Reporting (pests, signs of pests, and conducive conditions)	13
4. Reporting “Pests of Concern”	13
5. Action!	13
6. Acceptable Thresholds	15
C. Inspections	15
D. Pest Emergencies	15
VI. REQUIRED TRAINING/EDUCATION	16
A. IPM Plan Coordinator	16
B. Custodial Staff	16

C. Maintenance and Construction Staff	16
D. Grounds Staff	16
E. Kitchen Staff	17
F. Faculty and Principal	17
G. Other Training	17
 VII. PESTICIDE APPLICATIONS: REQUIRED NOTIFICATION, POSTING, RECORD KEEPING, AND REPORTING	 17
A. Notification and Posting for Non-emergencies	17
B. Notification and Posting for Emergencies	18
C. Record Keeping of Pesticide Applications	19
D. Annual Report of Pesticide Applications	19
 VII. APPROVED LIST OF LOW-IMPACT PESTICIDES	 19

I. INTRODUCTION

Structural and landscape pests can pose significant problems in schools. Pests such as mice and cockroaches can trigger asthma. Mice and rats are vectors of disease. Many children are allergic to yellow jacket stings. The pesticides used to remediate these and other pests can also pose health risks to people, animals, and the environment. These same pesticides may pose special health risks to children due in large part to their still-developing organ systems. Because the health and safety of students and staff is our first priority – and a prerequisite to learning – it is the policy of **Eagle Point School District 9** to approach pest management with the least possible risk to students and staff. In addition, Senate Bill 637 (incorporated into ORS Chapter 634 upon finalization in 2009) requires all school districts to implement integrated pest management in their schools. For this reason, the **Eagle Point School Board** adopts this integrated pest management plan for use on the campuses of our district.

II. WHAT IS INTEGRATED PEST MANAGEMENT?

Integrated Pest Management, also known as IPM, is a process for achieving long-term, environmentally sound pest suppression through a wide variety of tactics. Control strategies in an IPM program include structural and procedural improvements to reduce the food, water, shelter, and access used by pests. Since IPM focuses on remediation of the fundamental reasons why pests are here, pesticides are rarely used and only when necessary.

IPM Basics

Education and Communication: The foundation for an effective IPM program is education and communication. We need to know what conditions can cause pest problems, why and how to monitor for pests, proper identification, pest behavior and biology before we can begin to manage pests effectively. Communication about pest issues is essential. *A protocol for reporting pests or pest conducive conditions and a record of what action was taken is the most important part of an effective IPM program.*

Cultural & Sanitation: Knowing how human behavior encourages pests helps you prevent them from becoming a problem. Small changes in cultural or sanitation practices can have significant effects on reducing pest populations. Cleaning under kitchen serving counters, reducing clutter in classrooms, putting dumpsters further from kitchen door/loading dock, proper irrigation scheduling, and over-seeding of turf areas are all examples of cultural and sanitation practices that can be employed to reduce pests.

Physical & Mechanical: Rodent traps, sticky monitoring traps for insects, door sweeps on external doors, sealing holes under sinks, proper drainage and mulching of landscapes, and keeping vegetation at least 24 inches from buildings are all examples of physical and mechanical control.

Pesticides: IPM focuses on remediation of the fundamental reasons why pests are here; pesticides should be rarely used and only when necessary.



III. WHAT IS AN INTEGRATED PEST MANAGEMENT PLAN?

ORS 634.700 defines an IPM plan as a proactive strategy that:

(A) Focuses on the long-term prevention or suppression of pest problems through economically sound measures that:

- a) Protect the health and safety of students, staff and faculty;
- b) Protect the integrity of campus buildings and grounds;
- c) Maintain a productive learning environment; and
- d) Protect local ecosystem health;

(B) Focuses on the prevention of pest problems by working to reduce or eliminate conditions of property construction, operation and maintenance that promote or allow for the establishment, feeding, breeding and proliferation of pest populations or other conditions that are conducive to pests or that create harborage for pests;

(C) Incorporates the use of sanitation, structural remediation or habitat manipulation or of mechanical, biological and chemical pest control measures that present a reduced risk or have a low impact and, for the purpose of mitigating a declared pest emergency, the application of pesticides that are not low-impact pesticides;

(D) Includes regular monitoring and inspections to detect pests, pest damage and unsanctioned pesticide usage;

(E) Evaluates the need for pest control by identifying acceptable pest population density levels;

(F) Monitors and evaluates the effectiveness of pest control measures;

(G) Excludes the application of pesticides on a routine schedule for purely preventive

purposes, other than applications of pesticides designed to attract or be consumed by pests;

(H) Excludes the application of pesticides for purely aesthetic purposes;

(I) Includes school staff education about sanitation, monitoring and inspection and about pest control measures;

(J) Gives preference to the use of nonchemical pest control measures;

(K) Allows the use of low-impact pesticides if nonchemical pest control measures are ineffective; and

(L) Allows the application of a pesticide that is not a low-impact pesticide only to mitigate a declared pest emergency or if the application is by, or at the direction or order of, a public health official.

The above definition is the basis for Eagle Point School District 9's IPM plan. This plan fleshes out the required strategy from ORS 634.700 – 634.750 for our district.

Note: As mentioned above, ORS 634.700 allows for the routine application of pesticides designed to be consumed by pests. To avoid a proliferation of pests and/or unnecessary applications of pesticides, several steps must be taken before **any** "routine" applications are allowed:

- 1) Staff must be educated on sanitation, monitoring, and exclusion as the primary means to control the pest.
- 2) An acceptable pest population density level must be established.
- 3) The use of sanitation, structural remediation or habitat manipulation, or of mechanical or biological control methods must be incorporated into the management strategy of the pest.
- 4) Documentation that the above steps were ineffective.
- 5) The pesticide label must be read thoroughly to make sure the pesticide will be used in strict compliance with all label instructions.

IV. SCHOOL DISTRICT IPM PLAN COORDINATOR

Note: ORS 634.720 states that the Coordinator "must be an employee of the governed district, unit, school or entity, unless the governing body delegates pest management duties to an independent contractor."

The **Eagle Point School Board** designates the Maintenance Supervisor, currently **John Harding**, as the IPM Plan Coordinator. The Coordinator is key to successful IPM implementation in Eagle Point School District, and is given the authority for overall implementation and evaluation of this plan. The Coordinator is responsible for:

A. Attending not less than six hours of IPM training each year

The training will include a general review of IPM principles and the requirements of ORS 634.700 – 634.750. It will also include hands-on training on updated exclusion practices, monitoring & inspection techniques, and management strategies for common pests.

Note: ORS 634.720 requires IPM plan coordinators to complete six hours of training each year. Contact your property and liability insurance provider, your Education Service District, or the OSU School IPM Program for information on IPM coordinator training courses that cover the above.

B. Conducting outreach to the school community (custodians, maintenance, construction, grounds, faculty, and kitchen staff) about the school's IPM plan;

The IPM Plan Coordinator (or designee) will provide training as outlined in Section VII below.

C. Overseeing pest prevention efforts;

The Coordinator will work with custodians, teachers, and maintenance to reduce clutter and food in the classrooms, and seal up pest entry points.

D. Assuring that the decision-making process for implementing IPM in the district (section V) is followed;

The Coordinator will continually assess and improve the pest monitoring/reporting/action protocol.

E. Assuring that all notification, posting, and record-keeping requirements in section VI are met when the decision to make a pesticide application is made;

F. Maintaining the approved pesticides list as per section VIII; and

G. Responding to inquiries and complaints about noncompliance with the plan.

Responses to inquiries and complaints will be in writing and kept on record with the Coordinator.

V. IPM DECISION-MAKING PROCESS

A. Responsibilities of School District Employees

1. IPM Plan Coordinator Responsibilities

See Section IV above

2. Custodial Services Responsibilities

Custodial Services staff are responsible for communicating and assisting with the following as requested by the IPM Coordinator:

- 1) Attending annual IPM training provided by the IPM Plan Coordinator or an approved IPM training module.
- 2) Placing and checking sticky insect monitoring traps in staff lounge, cafeteria, and kitchen as per the IPM Plan Coordinator's instructions.
- 3) Keeping records of pest complaints using pest logs placed in the staff lounge, cafeteria, and kitchen.
- 4) Assuring floor under serving counters is kept free of food and drink debris.
- 5) Sealing up small cracks or holes when reported by teachers or noticed by custodian when this can be done in a short time.
- 6) Recording his/her pest management actions in the pest logs.
- 7) Reporting pest problems that he/she cannot resolve in less than 15 minutes to the IPM Plan Coordinator.
- 8) Reporting teachers to the IPM Plan Coordinator who need assistance to reduce clutter and other pest-conducive conditions in their classrooms.
- 9) Reporting pest-conducive conditions to the IPM Plan Coordinator if the custodian cannot fix them in less than 15 minutes.
- 10) Confiscating any unapproved pesticides (such as aerosol spray cans) discovered during inspections or regular duties and delivering them to the IPM Plan Coordinator.
- 11) Following up on issues found in annual inspection report as instructed by the IPM Plan Coordinator (IPM Plan Coordinator will determine which schools receive annual inspections based on pest and pesticide use history).

3. *Maintenance/Construction Responsibilities*

Staff involved in facilities maintenance and construction is responsible for working with the IPM Plan Coordinator to ensure their daily tasks, projects and operations enhance effective pest management. This includes:

- 1) Receiving training from the IPM Plan Coordinator and approved IPM training modules, on the basic principles of IPM, sealing pest entry points, and sanitation during construction projects.
- 2) Continually monitoring for pest conducive conditions during daily work, and sealing small holes and cracks when noticed.
- 3) Working with the Coordinator to develop a protocol and priority list with deadlines

for sealing holes, installing external door sweeps, and other pest exclusion needs which cannot be done in a short period of time.

4) Developing protocols and provisions for pest avoidance and prevention during construction and renovation projects. The IPM Plan Coordinator has the authority to halt construction projects if these protocols and provisions are not being met.

4. Grounds Department Responsibilities

Grounds crews are responsible for:

- 1) Attending annual IPM training provided by the IPM Plan Coordinator or an approved IPM module.
- 2) Keeping vegetation (including tree branches and bushes) at least three feet from building surfaces.
- 3) Proper mulching in landscaped areas to reduce weeds.
- 4) Proper fertilization, over-seeding, mowing height, edging, drainage, aeration, and irrigation scheduling in turf areas to reduce weeds (see OSU turf management publications EC 1521, EC 1278, EC 1550, EC 1638-E, and PNW 299 - available free online at <http://extension.oregonstate.edu/catalog/>).
- 5) When the decision is made to apply a pesticide, following notification, posting, record-keeping and reporting protocols in Section VI.

5. Kitchen Staff Responsibilities

Kitchen staff are responsible for:

- 1) Attending annual IPM training provided by the IPM Plan Coordinator and or an approved training module.
- 2) Assuring floor under serving counters is kept free of food and drink debris.
- 3) Promptly emptying and removing corrugated cardboard materials.
- 4) Keeping exterior kitchen doors closed.
- 5) Reporting pest conducive conditions that require maintenance (e.g., leaky faucets, dumpster too near building, build-up of floor grease requiring spray-washing, etc.) to proper staff either orally, through a work order, or using pest logs.
- 3) Participating in any inspections conducted by custodian or IPM Plan Coordinator.
- 4) Checking sticky trap monitors once per month for cockroaches or drain flies. Immediately reporting these pests and any sightings of rodents or rodent droppings

to custodian to mark them in pest log.

6. School Faculty Responsibilities

School faculty are responsible for:

- 1) Attending annual basic IPM training provided by the IPM Plan Coordinator or an approved IPM training module.
- 2) Keeping their classrooms and work areas free of clutter.
- 3) Making sure students clean up after themselves when food or drink is consumed in the classroom.
- 4) Reporting pests and pest conducive conditions to the custodian, either orally, through the work order system, or via the pest logs.
- 5) Following first steps of protocol for ant management before notifying the custodian (clean up any food the ants are eating, kill visible ants, wipe down area where ants were with soapy water, notify custodian only if ants continue to be found after following these steps).

7. School Principal Responsibilities

The School Principal is responsible for:

- 1) Scheduling time for teachers to receive annual training provided by the IPM Plan Coordinator or an approved IPM training module.
- 2) Attending annual IPM training for teachers or taking the approved IPM training module.
- 3) Assuring that teachers keep their rooms clean and free of clutter in accordance with the IPM Plan Coordinator's instructions.
- 4) Assuring that all faculty, administrators, staff, adult students and parents receive the annual notice (provided by the IPM Plan Coordinator) of potential pesticide products that could be used on school property as per Section VI.
- 5) Working with the IPM Plan Coordinator to make sure all notifications of pesticide applications reach all faculty, administrators, staff, adult students and parents through school newsletters, email correspondence, and School webpage.
- 6) Assuring that all staff fulfill their role as outlined in the district's IPM plan (reducing pest conducive conditions, participation in monitoring and pest log recording, attendance at IPM training(s), cooperation with the district's IPM Plan Coordinator).

B. Monitoring – Reporting – Action Protocol

Monitoring is the most important requirement of ORS 634.700 – 634.750. It is the backbone of **Eagle Point School District 9's** IPM Program. It provides recent and accurate information to make intelligent and effective pest management decisions. It can be defined as the regular and ongoing inspection of areas where pest problems do or might occur. Information gathered from these inspections is always written down.

As much as possible, monitoring should be incorporated into the daily activities of school staff. Staff training on monitoring should include what to look for and how to record and report the information.

1. Three levels of monitoring

There are three levels of monitoring:

- 1) Casual observing/looking with no record keeping is not helpful
- 2) Casual observing/looking with written observations can be useful
- 3) Careful inspections with written observations is always useful

Level 2 monitoring (all staff)

All staff will be trained to improve their “casual observing/looking” to level 2, and to report any pests and pest-conducive conditions they observe. Level 2 monitoring is conducted by faculty, administration, maintenance/construction, kitchen staff, school nurses, etc.

After a brief (15 – 20 minute) training by the IPM Plan Coordinator (or designee) on pests and pest conducive conditions, staff will be expected to report pests or pest conducive conditions they observe during the normal course of their daily work. Reporting will be done by jotting observations down in a Pest Log or reporting them to the custodian for him/her to write them down. Custodial, maintenance, and kitchen staff are expected to set and/or check sticky monitoring traps as per the district's IPM plan.

Level 3 monitoring (Coordinator and Custodial staff)

The IPM Plan Coordinator (or designee) and Custodians will periodically conduct monitoring at level 3. Coordinator and Custodial staff will monitor structures:

- Pest conducive conditions inside and outside the building (structural deterioration, holes that allow pests to enter, conditions that provide pest harborage)
- The level of sanitation inside and out (waste disposal procedures, level of cleanliness inside and out, conditions that supply food and water to pests)
- The amount of pest damage and the number and location of pest signs (rodent droppings, termite shelter tubes, cockroaches caught in sticky traps, etc.)
- Human behaviors that affect the pests (working conditions that make it impossible to close doors or screens, food preparation procedures that provide food for pests, etc.)

- Their own management activities (caulking/sealing, cleaning, setting out traps, treating pests, etc.) and their effects on the pest population.

Level 3 monitoring (Grounds staff)

Grounds staff will monitor Turf and Landscape:

- The condition of the plants (vigor and appearance)
- The amount of plant damage
- pH, phosphorus, and potassium levels of turf as needed.
- Kind and abundance of pests (weeds, insects, mites, moles, etc.) as well as natural enemies (ladybugs, spiders, lacewing larvae, syrphid fly larvae, etc.)
- Weather conditions (record any unusually dry, hot, wet, or cold weather in the past few weeks)
- Proper drainage
- Human behaviors that affect the plants or pests (foot traffic that compacts the soil, physical damage to plants caused by people, insistence on having certain plants grow in inappropriate situations, etc.)
- Management activities (pruning, fertilizing, mulching, aeration, treating pests, etc.) and their effects on the plants and the pest population.

2. *Sticky monitoring traps for insects*

Sticky traps are neither a substitute for pesticides nor an alternative for reducing pest populations, but rather a diagnostic tool to aid in identifying a pest's presence, their reproductive stage, the likely direction pests are coming from, and the number of pests.

All staff will be made aware of the traps and their purpose so they don't disturb them. Custodians will be responsible for setting them out and checking them once per month (approximately 10 minutes), and replacing them once every four months (approximately 30 minutes). Kitchen staff will be responsible for checking those in the kitchen primarily for cockroaches and drain flies once per week (approximately 4 minutes).

After receiving training in the use of pest monitoring sticky traps by the IPM Plan Coordinator (or designee), custodial staff will be responsible for checking traps placed in pre-determined "pest-vulnerable areas" in the staff room, kitchen, and cafeteria and any other location deemed necessary on a monthly basis, and replacing them every four months. If custodial staff cannot interpret what they find in the monitors they will contact the IPM Plan Coordinator for assistance (E-mailing a close-up digital photo of the unfolded sticky trap would help!).

3. Reporting (pests, signs of pests, and conducive conditions)

When staff observe pests or pest conducive conditions, they should jot them down in a Pest Log or report them to the custodian for him/her to write them down.

4. Reporting “Pests of Concern”

“A pest of concern” is a pest determined to be a public health risk or a significant nuisance pest. These include cockroaches (disease vectors, asthma triggers), mice & rats (disease vectors, asthma triggers), yellow jackets (sting can cause anaphylactic shock), cornered nutria, raccoons, cats, dogs, opossums, skunks (they can bite), and bed bugs (significant nuisance pest).

When pests of concern (or their droppings, nests, etc.) are observed, staff should immediately tell the building custodian. The custodian must contact the IPM Plan Coordinator immediately.

5. Action!

a) Structural

Any items (such as sealing up holes) that maintenance/construction staff or custodial staff observe (or see on Pest Logs) that they can resolve should be taken care of and this follow up action should be noted in the Pest Log.

Custodial staff will review Pest Logs regularly, and resolve any noted issues that they can in a timely fashion.

Pest Logs will be faxed to the IPM Plan Coordinator once per week. The Coordinator will determine further actions to be taken and when.

If the actions needed are not something the Coordinator can accomplish alone or with minimal assistance, the Coordinator will meet with a Pest Management Professional (PMP), or approved contractor to develop a protocol and priority list with deadlines for sealing holes, installing external door sweeps, and other pest exclusion or pest management needs. The Coordinator will then generate a work order with a proposed deadline for completion based on the severity of the risk or nuisance.

The Coordinator will monitor the completion of the work order. If the work is not completed by the proposed deadline, the Coordinator will identify the reason and mitigate any barriers to ensure issues have been resolved. Upon completion of the work, the Coordinator and the school custodian will be notified.

The Coordinator will keep records of time and money spent to manage the pest, including copies of original receipts.

Small Ants:

When staff observe a small number of ants (e.g. under 10 ants) they must:

- 1st) Spend two minutes trying to find out where the ants are coming from

- 2nd) Kill the ants with a paper towel or similar
- 3rd) Remove any food or liquid the ants were eating
- 4th) Wipe down the area with soapy water or disinfectant to remove pheromone trails
- 5th) Jot down the above in the Pest Log

If the ants come back or there are more than a small number (e.g. under 10 ants) of them:

- 1st) Spend two minutes trying to find out where the ants are coming from
- 2nd) Jot down the above in the Pest Log
- 3rd) Ask the custodian to come with vacuum and sealant as soon as he/she is able

The custodian will:

- 1st) Spend two minutes trying to find out where the ants are coming from
- 2nd) Vacuum up the ants and any food debris nearby (vacuum up a tablespoon of cornstarch to kill most of the ants in the vacuum bag, then put the vacuum bag inside plastic garbage bag, seal it, and dispose of it properly)
- 3rd) Seal up the crack or hole where the ants were coming from or put in a work order.
- 4th) Wipe down the area with soapy water or disinfectant to remove pheromone trails
- 5th) Jot down the above in the Pest Log

To avoid a proliferation of small ants and/or unnecessary applications of pesticides, the routine use of ant baits is not permitted without first:

- 1st) Educating staff on sanitation, monitoring, and exclusion as the primary means to control the ants.
- 2nd) Establishing an acceptable pest population density (e.g. 10 ants).
- 3rd) Improving sanitation (e.g. cleaning up crumbs and other food sources) and structural remediation (sealing up cracks or holes where the ants are coming from).

b) Grounds

When pests on grounds reach a threshold established by the Grounds staff lead and the IPM Plan Coordinator, action will be taken as determined by the Coordinator.

6. Acceptable Thresholds (pest population density levels)

A threshold is the number of pests that can be tolerated before taking action. The acceptable threshold for cockroaches, mice, rats, raccoons, cats, dogs, opossums, skunks, and nutria is 0.

Acceptable thresholds for other pests will be determined by the IPM Plan Coordinator, the Eagle Point School Board or designee.

C. Inspections

1) Routine Inspections

The IPM Plan Coordinator will conduct routine inspections of different schools throughout the year (schedule and schools to be determined by the IPM Coordinator). Site custodians are required to accompany the Coordinator during the inspections. The inspections will focus on compliance with this plan and an inspection of the kitchen, staff room, and any other place of concern. After each routine inspection the Coordinator will write a one-page report on findings and recommendations. The report will be submitted to the school principal and custodian.

2) Annual Inspections

The IPM Plan Coordinator will conduct annual inspections at individual schools. Site custodians are required to assist the Coordinator with the annual inspection. The annual inspections will be more thorough than the routine inspections, and will use the Annual IPM Inspection Form to guide the inspections. The specific schools to be inspected will be determined by the IPM Plan Coordinator based on a review of the annual number of pest problems and pesticide applications reported in the Annual IPM Report and Annual Report of Pesticide Applications.

D. Pest Emergencies (see also Section VII. B. below)

IMPORTANT: If a pest emergency is declared, the area must be evacuated and cordoned off before taking any other steps. When the IPM Plan Coordinator, after consultation with school faculty and administration, determines that the presence of a pest or pests immediately threatens the health or safety of students, staff, faculty members or members of the public using the campus, or the structural integrity of campus facilities, he or she may declare a pest emergency. Examples include (but are not limited to) yellow jackets swarming in areas frequented by children, a nutria in an area frequented by children, a half a dozen mice or rats running through occupied areas of a school building.

VI. REQUIRED TRAINING/EDUCATION

ORS 634.700 (3) (i) requires staff education “about sanitation, monitoring and inspection and about pest control measures”. All staff should have at least a general review of IPM principles and strategy as outlined in Sections II and III.

A. IPM Plan Coordinator Training

ORS 634.720 (2) requires that the IPM Plan Coordinator “shall complete not less than six hours of training each year. The training shall include at least a general review of IPM principles and the requirements of ORS 634.700 to 634.750.”

Content should include health and economic issues associated with pests in schools, exclusion practices, pest identification and biology for common pests, common challenges with monitoring-reporting-action protocols, proper use of sticky monitoring traps for insects, and hands-on training on proper inspection techniques.

Contact your Education Service District or the OSU School IPM Program for information on OSU-approved training courses.

B. Training for Custodial Staff

The IPM Plan Coordinator or an approved IPM training module will train custodial staff at least annually on sanitation, monitoring, inspection, and reporting, and their responsibilities as outlined in Section V. A.

C. Training for Maintenance and Construction Staff

The IPM Plan Coordinator (or a designee of the Coordinator) along with an approved IPM training module will train maintenance staff at least annually on identifying pest conducive conditions and mechanical control methods (such as door sweeps on external doors and sealing holes under sinks), and their responsibilities as outlined in Section V. A.

D. Training for Grounds Staff

The IPM Plan Coordinator (or designee), along with an approved IPM training module will train grounds staff at least once per year. Each year before the training, the head of grounds staff will meet with the IPM Plan Coordinator to review the annual report of pesticide applications and plan training for all grounds staff. The annual training will review this IPM Plan (especially grounds department responsibilities outlined in Section V.A.) and data from the annual report related to pesticide applications by grounds crew. It will also review the OSU turf management publications EC 1521, EC 1278, EC 1550, EC 1638-E, and PNW 299 (available free online at <http://extension.oregonstate.edu/catalog/>). Grounds staff will also be trained in basic monitoring for common pests on grounds.

E. Training for Kitchen Staff

The IPM Plan Coordinator, along with an approved IPM training module will train kitchen staff at least once per year on the basic principals of IPM and their responsibilities as outlined in Section V. A.

F. Training for Faculty and Principal

The IPM Plan Coordinator, or an approved IPM training module will train faculty and principals at least once per year on the basic principals of IPM and their responsibilities as outlined in Section V. A. These short (15 – 20 minutes) training are arranged by the Coordinator with individual principals when openings in their school Faculty Meeting schedules permit.

G. Other Training

Basic training on the principals of IPM and the main points of this IPM Plan should also be provided to school nurses, administrative staff, superintendents, and students. Coaches who use athletic fields should be given an overview of basic monitoring and IPM practices for turf so they understand key pest problems to look out for and when to report them.

VII. PESTICIDE APPLICATIONS: REQUIRED NOTIFICATION, POSTING, RECORD KEEPING, AND REPORTING

Any pesticide application (this includes weed control products, ant baits, and all professional and over-the-counter products) on school property must be made by a licensed commercial or public pesticide applicator. At the beginning of each school year, all faculty, administrators, staff, adult students and parents will be given a list of potential pesticide products that could be used in the event that other pest management measures are ineffective. They will also be informed of the procedures for notification and posting of individual applications, including those for pest emergencies. This information will be provided to all the above via e-mail as well as school newsletters and the school webpage.

A. Notification and Posting for Non-emergencies

When prevention or management of pests through other measures proves to be ineffective, the use of a low-risk pesticide is permissible. *Documentation of these measures is a pre-requisite to the approval of any application of a low-risk pesticide. This documentation will remain on file with the IPM Plan Coordinator and at the office of the Plant Engineer where the application takes place.*

No non-emergency pesticide applications may occur in or around a school until after school is out and non-instruction days, unless the IPM Plan Coordinator authorizes an exception. If the labeling of a pesticide product specifies a reentry time, a pesticide may not be applied to an area of campus where the school expects students to be present before expiration of that reentry time. If the labeling does not specify a reentry time, a pesticide may not be applied to an area of a campus where the school expects students to be present before expiration of a reentry time that the IPM Plan Coordinator determines to be appropriate based on the times at which students would normally be expected to be in the area, area ventilation and whether the area will be cleaned before students are present.

The IPM Plan Coordinator (or a designee of the Coordinator) will give written notice of a proposed pesticide application via email, school newsletter or the school webpage at least 24 hours before the application occurs.

The notice must identify the name, trademark or type of pesticide product, the EPA registration number of the product, the expected area of the application, the expected date of application and the reason for the application.

The IPM Plan Coordinator (or a designee of the Coordinator) shall place warning signs around pesticide application areas beginning no later than 24 hours before the application occurs and ending no earlier than 72 hours after the application occurs.

A warning sign must bear the words "Warning: pesticide-treated area", and give the expected or actual date and time for the application, the expected or actual reentry time, and provide the telephone number of a contact person (the person who is to make the

application and/or the IPM Plan Coordinator).

B. Notification and Posting for Emergencies

Important Notes:

- 1) *The IPM Plan Coordinator may not declare the existence of a pest emergency until after consultation with school faculty or administration.*
- 2) *If a pesticide is applied at a campus due to a pest emergency, the Plan Coordinator shall review the IPM plan to determine whether modification of the plan might prevent future pest emergencies.*
- 3) *The **Eagle Point School Board** or designee shall review and take formal action on any recommendations made by the IPM Coordinator regarding recommendations to prevent any future pest emergencies.*

The declaration of the existence of a pest emergency is the only time a non low-impact pesticide may be applied.

If a pest emergency is declared, the area must be evacuated and cordoned off before taking any other steps.

If a pest emergency makes it impracticable to give a pesticide application notice no later than 24 hours before the pesticide application occurs, the IPM Plan Coordinator shall send the notice no later than 24 hours after the application occurs.

The IPM Plan Coordinator or designee shall place notification signs around the area as soon as practicable but no later than at the time the application occurs.

Note: ORS 634.700 also allows the application of a non-low-impact pesticide “by, or at the direction or order of, a public health official”. If this occurs, every effort must be made to comply with notification and posting requirements above.

C. Record Keeping of Pesticide Applications

The IPM Plan Coordinator or designee shall keep a copy of the following pesticide product information on file at the Plant Engineer’s office at the school where the application occurred, and at the office of the IPM Plan Coordinator:

- A copy of the label
- A copy of the MSDS
- The brand name and USEPA registration number of the product
- The approximate amount and concentration of product applied
- The location of the application
- The pest condition that prompted the application
- The type of application and whether the application proved effective
- The pesticide applicator’s license numbers and pesticide trainee or certificate numbers of the person applying the pesticide
- The name(s) of the person(s) applying the pesticide
- The dates on which notices of the application were given
- The dates and times for the placement and removal of warning signs

- Copies of all required notices given, including the dates the IPM Plan Coordinator gave the notices

The above records must be kept on file at the Plant Engineer's office at the school where the application occurred, and at the office of the IPM Plan Coordinator, for at least four years following the application date.

D. Annual Report of Pesticide Applications

In January of each year, the IPM Plan Coordinator will provide **Eagle Point School Board** and the OSU School IPM Program Coordinator an annual report of all pesticide applications made the previous year. The report will contain the following for each application:

- The brand name and USEPA registration number of the product applied
- The approximate amount and concentration of product applied
- The location of the application
- The prevention or management steps taken that proved to be ineffective and led to the decision to make a pesticide application
- The type of application and whether the application proved effective

VII. APPROVED LIST OF LOW-IMPACT PESTICIDES

Note: All pesticides used must be used in strict accordance with label instructions.

According to ORS 634.705 (5), the governing body of a school district shall adopt a list of low-impact pesticides for use with their integrated pest management plan. The governing body may include any product on the list except products that:

- (a) Contain a pesticide product or active ingredient that has the signal words "warning" or "danger" on the label;
- (b) Contain a pesticide product classified as a human carcinogen or probable human carcinogen under the United States Environmental Protection Agency 1986 Guidelines for Carcinogen Risk Assessment; or
- (c) Contain a pesticide product classified as carcinogenic to humans or likely to be carcinogenic to humans under the United States Environmental Protection Agency 2003 Draft Final Guidelines for Carcinogen Risk Assessment.

As a part of pesticide registration under the Federal Insecticide Fungicide and Rodenticide Act (FIFRA) and re-registration required by the Food Quality Protection Act (FQPA), EPA Office of Pesticide Programs (OPP) classifies pesticide active ingredients (a.i.) with regards to their potential to cause cancer in humans. Depending on when a pesticide active ingredient was last evaluated the classification system used may differ as described above.

The National Pesticide Information Center (<http://npic.orst.edu/>) can be contacted at 1.800.858.7378 or npic@ace.orst.edu for assistance in determining a pesticide a.i. cancer classification.

The most current list of approved low-impact pesticides is available on our website at https://osu-wams-blogs-uploads.s3.amazonaws.com/blogs.dir/2946/files/Low_Impact_Pesticide_List.pdf

The process for creating and updating **Eagle Point School District 9's** approved list is based on the current list of OSU's low impact pesticide list. It is a list of products based solely on the requirements of ORS 634.705 (5), which were evaluated at the request of school IPM plan coordinators. Governing bodies can ignore, add or subtract from this "Low-Impact Pesticide List" based on their local situation, as long as the products they choose meet the requirements of ORS 634.705 (5). The pesticide label is the law. Review the entire label to ensure that it can be used as desired (correct use site, application method, etc.). "Non-crop areas" do NOT include ornamental sites, turf, or sports fields. For assistance with label interpretation, contact the Oregon Department of Agriculture Pesticides Program. The products listed in this "Low-Impact Pesticide List" were evaluated in June 2023 to determine whether they met the requirements of ORS 634.705 (5) for use in and around Oregon schools, following this ODA Guidance Document.

Eagle Point School District 9

Code: EBB
Adopted: 11/14/09
Readopted: 1/18/12; 1/14/15

Integrated Pest Management

{ORS 634.740 requires boards to adopt policies regarding pest management.}

To ensure the health and safety concerns of student, staff and community members, the ~~district~~Board shall adopt an integrated pest management plan (IPM)¹ which emphasizes the least possible risk to students, staff and community members and shall adopt a list² of low-impact pesticides for use with the IPM plan. The IPM plan and list shall be available to the public through the district's website³.

The IPM plan is a proactive strategy that:

1. Focuses on the long-term prevention or suppression of pest problems through economically sound measures that:
 - a. Protect the health and safety of students and staff;
 - b. Protect the integrity of district buildings and grounds;
 - c. Maintain a productive learning environment; and
 - d. Protect local ecosystem health.
2. Focuses on the prevention of pest problems by working to reduce or eliminate conditions of property construction, operation and maintenance that promote or allow for the establishment, feeding, breeding and proliferation of pest populations or other conditions that are conducive to pests or that create harborage for pests;
3. Incorporates the use of sanitation, structural remediation or habitat manipulation or of mechanical, biological and chemical pest control measures that present a reduced risk or have a low-impact and, for the purpose of mitigating a declared pest emergency, the application of pesticides that are not low-impact pesticides;
4. Includes regular monitoring and inspections to detect pests, pest damage and unsanctioned pesticide usage;
5. Evaluates the need for pest control by identifying acceptable pest population density levels;

¹ See Model Integrated Pest Management Plan for Oregon Schools at http://www.ipmnet.org/tim/IPM_in_Schools/Model_School_IPM_Plan_Main_Page.html

¹ {See Integrated Pest Management Program for Oregon Schools at <http://blogs.oregonstate.edu/schoolipm/>. The program includes access to Resources & Forms including Model plans for large school districts and small school districts.}

² See ORS 634.705(5).

³ Inclusion of the list and IPM in the district's Healthy and Safe Schools Plan satisfies this requirement as long as it is posted on the district's website.

6. Monitors and evaluates the effectiveness of pest control measures;
7. Excludes the application of pesticides on a routine schedule for purely preventive purposes, other than applications of pesticides designed to attract or be consumed by pests;
8. Excludes the application of pesticides for purely aesthetic purposes;
9. Includes school staff education about sanitation, monitoring, inspection and pest control measures;
10. Gives preference to the use of nonchemical pest control measures;
11. Allows the use of low-impact pesticides if nonchemical pest control measures are ineffective; and
12. Allows the application of a pesticide that is not a low-impact pesticide only to mitigate a declared pest emergency or if the application is by, or at the direction or order of, a public health official.

The district maintenance supervisor is designated as the Integrated Pest Management Plan Coordinator give them and has the authority for overall implementation and evaluation of the IPM plan.

Integrated Pest Management Plan Coordinator

The IPM Plan Coordinator shall:

1. Attend not less than six hours of IPM training each year. The training shall include at least a general review of integrated pest management principles and the requirements of IPM as required by Oregon statute;
13. Ensure appropriate prior notices are given and posted warnings have been placed when pesticide applications are scheduled;
14. Oversee pest prevention efforts;
15. ~~Ensuring~~Ensure identification and evaluation of pest situation;
16. Determine the means of appropriately managing pest damage that will cause the least possible hazard to people, property and the environment;
17. Ensure the proper use and application of pesticide applications when ~~nonpesticide~~non-pesticide controls have been unsuccessful;
18. Evaluate pest management results; ~~and~~
19. Keep for at least four years following the application date, records of applied pesticides that include:
 - a. A copy of the label;
 - b. A copy of the Safety Data Sheet; (SDS);
 - c. The brand name and U.S. Environmental Protection Agency (USEPA⁴) registration number of the product;

⁴~~U.S. Environmental Protection Agency~~

- d. The pest condition that prompted the application;
 - e. The approximate amount and concentration of pesticide applied;
 - f. The location and description of the area where the pesticide was applied;
 - g. The type of application and whether the application was effective;
 - h. The name(s) of the person(s) applying the pesticide;
 - i. The pesticide applicator's license numbers and pesticide trainee or certificate numbers of the person applying the pesticide;
 - j. The dates and times for the placement and removal of warning signs; and
 - k. Copies of all required notices given, including the dates the IPM Coordinator(s) gave the notices.
20. Respond to inquiries about the IPM plan and refer complainants to Board policy KL - Public Complaints; and
21. Conduct outreach to district staff about the district's IPM plan.

At least once every five years, the Board shall review the IPM plan, make any necessary updates and readopt the IPM plan.⁵ The final IPM plan shall include the day, month and year the Board adopted or readopted the plan.

END OF POLICY

Legal Reference(s):

⁵ For IPMs adopted prior to January 1, 2026, the Board shall review, update and readopt the IPM no later than January 1, 2027, or five years from the date of the most recent approval of the plan, whichever is later.

ORS 634.116
ORS 634.700 to 634.750

~~Cross Reference(s):~~

~~EB—Safety Program~~

~~GBE—Staff Health and Safety~~

6.B. Unfinished Business

6.C. New Business

6.C.1. Annual Alternative Education Program Approval Policy IGBHA

Eagle Point School District 9

Code: **IGBHA**
Adopted: 4/12/90
Revised/Readopted: 11/14/01; 1/14/04; 11/10/04;
9/10/08
Orig. Code(s): 7740

Alternative Education Programs**

The Board is dedicated to providing educational options for all students. It is recognized there will be students in the district whose needs and interests are best served by participation in an alternative education program.

A list of alternative education programs will be approved by the Board annually. The superintendent may provide for the involvement of staff, parents and the community in recommending alternative education programs for Board approval. Annual evaluation of alternative education programs will be made in accordance with ORS 336.655 and OAR 581-022-1350. The superintendent will develop administrative regulations as necessary to implement this requirement.

Alternative programs will consist of instruction or instruction combined with counseling. These programs may be public or private. Private alternative programs shall be registered with the Oregon Department of Education. Alternative programs must meet all the requirements set forth in ORS 336.625, ORS 336.631 and 336.637. A qualified school district may contract with a qualified private alternative education to provide services to a qualified home-schooled child.

Students, upon parent request, may be placed in an alternative education program if the district determines that the placement serves the student's educational needs and interests and assists the student in achieving district and state academic content standards. Such placement must have the approval of the student's resident district and, as appropriate, the attending district. The district will also consider and propose alternative education programs for students prior to expulsion or leaving school as required by law.

The district shall pay the actual alternative education program cost or an amount equal to 80 percent of the district's estimated current year's average per-student net operating expenditure, whichever is less. The district will enter into a written contract with district-approved private alternative programs.

END OF POLICY

Legal Reference(s):

[ORS 329.485](#)
[ORS 332.072](#)
[ORS 336.135](#) - [336.183](#)
[ORS 336.615](#) - [336.665](#)
[ORS 339.030](#)
[ORS 339.250](#)

[OAR 581-021-0045](#)
[OAR 581-021-0065](#)
[OAR 581-021-0070](#)
[OAR 581-021-0071](#)

[OAR 581-022-1350](#)
[OAR 581-022-1620](#)
[OAR 581-023-0006](#)
[OAR 581-023-0008](#)

HB 2040 (2007)

Cross Reference(s):

IGBHB - Establishment of Alternative Education Programs
IGBHC - Alternative Education Notification

6.C.2. Policy KNA - Immigration Enforcement on District Property

OSBA Model Sample Administrative Regulation

Code: KNA-AR(1)
Revised/Reviewed:

Interactions with Immigration Enforcement

The [position] is designated as the “immigration liaison.”

1. Staff[, contractors and volunteers] shall adhere to all district policies when interacting with federal immigration authorities and the following administrative regulations:
 - a. Unless expressly authorized by the superintendent or designee, or by the immigration liaison on behalf of the superintendent or designee, staff shall not:
 - (1) Provide federal immigration authorities with records or information about students, staff, or volunteers;
 - (2) Confirm whether a student, staff member, or volunteer is present or make the student, staff member, or volunteer available;
 - (3) Allow access to non-public areas of the district’s facilities or property;
 - (4) Sign documents presented by federal immigration authorities; or
 - (5) Give consent to any immigration enforcement action.
 - b. Staff may not interfere with lawful immigration enforcement actions or physically obstruct federal immigration authorities in any manner. However, staff should immediately report to the immigration liaison if they observe any conduct or enforcement activities by federal immigration authorities that violate state or federal law, or district policies, or that otherwise present a security threat or potential danger to students, staff, volunteers, or visitors.
 - c. Staff who receive a request related to immigration enforcement must immediately notify the immigration liaison. The immigration liaison is responsible for interacting with the federal immigration authorities until the matter is concluded or the federal immigration authorities have been referred to the superintendent or designee.
 - d. The immigration liaison or alternate immigration liaison should meet the federal immigration authorities at the school door or other area designated by the superintendent or designee for this purpose.
 - e. The immigration liaison shall provide federal immigration authorities with a copy of this policy and explain that school staff are required to follow these steps in this policy. The immigration liaison should inform the immigration authorities that school staff must contact the office of the superintendent or designee for guidance before providing access to school facilities, records, or other information.
 - f. The immigration liaison should direct another staff member to contact the superintendent or designee while the immigration liaison remains with the federal immigration authorities.
 - g. The immigration liaison must document the request from federal immigration authorities to the fullest extent possible under the circumstances. At a minimum, the documentation shall include the following information, if available:
 - (1) The name, badge number, and agency of the law enforcement officer making the request;
 - (2) The number of officers present;

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- (3) Time, date, and location of the request;
- (4) The nature of the request;
- (5) The source of authority for the request, including whether the request is administratively or judicially authorized;
- (6) Whether the request requires an immediate response;
- (7) The identification of witnesses present; and
- (8) How the encounter concluded.

- h. The immigration liaison shall direct another staff member to transmit copies, photos, or other documentation provided by federal immigration authorities to the superintendent or designee, along with other information documented pursuant to this policy. The superintendent or designee must approve any response to a law enforcement request related to immigration enforcement as provided in Section 3 of this administrative regulation.

2. Determination of Validity of Judicial Warrant, Subpoena or Order

- a. If presented with a warrant, subpoena or order by federal immigration authorities, the immigration liaison shall verify the validity of the warrant, subpoena or order by determining whether the warrant, subpoena or order is judicially authorized. An administrative warrant, subpoena, order or other legal process that has not been authorized by a judicial officer does not authorize the district to provide law enforcement with access to records or information, or facilities for purposes of immigration enforcement.

A judicially authorized warrant, subpoena or order contains the following key features:

- (1) A caption, near the top of the document, identifying the court that issued the order (typically the federal district court for the District of Oregon);
- (2) A signature block, near the end of the document, including the name of the person who signed the order, and identifying that individual as a judge, magistrate, clerk of court, or other person signing on behalf of a judge or magistrate, and the date of the signature; and
- (3) An indication that the warrant, subpoena or order has not expired.

Examples of warrants and subpoenas are available in the Attorney General's model policies¹.

- b. The immigration liaison shall notify the superintendent or designee of the warrant, subpoena or order and whether the warrant, subpoena or order appears on its face to be judicially authorized.
- c. The immigration liaison should request a copy of the warrant, subpoena or order and transmit a copy of the warrant, subpoena or order for review by the superintendent or designee, or legal counsel.
- d. The superintendent or designee shall make the final determination regarding the validity of any warrant, subpoena or order and whether, and to what extent, federal immigration will have access to district records or information, or facilities. If the superintendent or designee is uncertain as to the validity or scope of the warrant, subpoena or order, the superintendent or

¹ <https://www.doj.state.or.us/wp-content/uploads/2026/06/Attorney-Generals-Model-Public-School-Policies-in-Compliance-with-SB-1538.pdf>

designee should immediately consult legal counsel or a statewide or regional education organization.

3. Approval of Response by Superintendent

- a. The immigration liaison shall notify the superintendent or designee of a request related to immigration enforcement prior to responding to the request. The superintendent or designee will only honor requests from immigration enforcement officers or other agencies enforcing federal immigration laws if the request is judicially authorized. If the superintendent or designee is uncertain as to the lawfulness or scope of the request, the superintendent or designee should immediately consult legal counsel or a statewide or regional education organization prior to approving a response.
- b. If the superintendent or designee determines that a response is not authorized by a judicial subpoena issued as part of a court proceeding or by another compulsory court-issued legal process, such as a warrant, the superintendent or designee shall direct the immigration liaison to decline the request.

Upon direction of the superintendent or designee, the immigration liaison shall decline the request, refer the federal immigration enforcement authorities to the superintendent or designee, and request that they leave the premises.

The immigration liaison shall ensure that the information documented pursuant to this administrative regulation is submitted to the Oregon Criminal Justice Commission as provided in ORS 181A.826.

- c. If the request is accompanied by a subpoena, warrant or order that appears on its face to be judicially authorized, the superintendent or designee must review and approve the immigration liaison of district's response to the request.

The superintendent or designee shall ensure that the district's response provides no greater access to records or information, or facilities, than that required by the subpoena, warrant or order.

- d. If the request involves a warrant that appears to be valid and authorizes the arrest of a particular person, the superintendent shall direct the immigration liaison to request that the arrest be conducted in a manner that is the least disruptive to the school environment and to the person's wellbeing, which may include bringing the arrestee to the federal immigration authorities.

4. [School-Sponsored Events]

If federal immigration authorities appear at a school-sponsored event open to the general public (e.g., field trip, athletic event, band event), staff should document their observations, notify the immigration liaison and follow any guidance provided by the immigration liaison. When alerted to the presence of federal immigration authorities at a school-sponsored event, the immigration liaison shall notify the superintendent or designee.]

5. [School Transportation/Buses]

If federal immigration authorities request to board a school bus or other vehicle transportation, the driver should ask them to wait outside the bus/vehicle, close the doors, and immediately call the immigration liaison and follow any guidance provided by the immigration liaison. The immigration liaison shall notify the superintendent or designee and coordinate an approved response as outlined in this policy.]

6. [Volunteers

The district will determine which volunteers need to receive training or materials regarding this administrative regulation.]

OSBA Model Sample Administrative Regulation

Code: KNA-AR(2)
Revised/Reviewed:

Federal Immigration Enforcement Request Log

School site: _____

Person Receiving Request: _____ Title: _____

1. Requesting Officer Information

Officer name: _____ Badge #: _____

Agency: _____

Contact information: _____

2. Number of officers present: _____

3. Time, date and location of request: _____

4. Nature of the request:

- | | |
|---|---|
| ☐ Request to enter school property | ☐ Request to access school facilities or buildings |
| ☐ Request to interview a student | ☐ Request to interview staff member |
| ☐ Request to locate a student | ☐ Request to obtain student records |
| ☐ Request to detain or take custody of an individual | |
| ☐ Other (describe): _____ | |

5. Source of Authority for the request

Authority cited by officer(s):

- | | |
|---|--|
| ☐ Administrative Warrant | ☐ Administrative Subpoena |
| ☐ Judicial Warrant | ☐ Judicial Subpoena |
| ☐ Court Order | ☐ Other Authority (describe): _____ |

Document Presented? ☐ Yes ☐ No

If yes, identify the document and any identifying numbers: _____

Copy obtained? ☐ Yes ☐ No

6. Does the request require an immediate response? ☐ Yes ☐ No

Superintendent or Designee Review and Approval

The superintendent or designee must review the request and approve any response to a law enforcement request related to immigration enforcement.

Review Conducted By:

☐ Superintendent

☐ Superintendent's Designee

Name: _____

Title: _____

Date and Time of Review: _____

Response Authorized:

☐ Yes

☐ No

☐ Additional Legal Review Required

☐ Pending Further Information

Witnesses Present

Name	Title or Role	Contact Information
------	---------------	---------------------

Name	Title or Role	Contact Information
------	---------------	---------------------

Name	Title or Role	Contact Information
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How the Encounter Concluded

☐ Access to school property granted

☐ Referred to School Administrator

☐ Access denied pending legal review

☐ Officers left without further action

☐ Referred to Superintendent or Designee

☐ Other (describe): _____

Detailed summary of outcome:

P

R

Additional notes:

O

P

Follow-Up Actions

- ☐ Legal counsel notified
- ☐ Superintendent notified and copies, photographs, or other documentation transmitted to the superintendent or designee.
- ☐ Law enforcement documentation copied and retained

O

S

Completed By: _____ (print name)

Title: _____

Signature: _____

Date: _____

Time Completed: _____

E

D

OSBA Model Sample Policy

Code: KNA
Adopted:

Immigration Enforcement on District Property

{House Bill 4079 (2026) requires districts to “adopt a policy for providing notice when a federal immigration authority is confirmed to have entered school property for immigration enforcement.” This policy must be “consistent with applicable model policies published by the Attorney General as provided by ORS 180.810.”}

The district complies with state and federal law, including Oregon Revised Statute (ORS) 180.805 and ORS 181.826, and this policy and accompanying administrative regulations KNA-AR(1) – Interactions with Immigration Enforcement and KNA-AR(2) – Federal Immigration Enforcement Request Log when responding to requests from federal immigration authorities regarding immigration enforcement. [Absent a judicially authorized subpoena, warrant or court order, district staff must not allow federal immigration authorities access to the district’s records or facilities not open to the public for the purposes of immigration enforcement and must verify the validity of any subpoena, warrant or court order involving immigration enforcement presented to them by federal immigration authorities to ensure it is judicially authorized. Examples of judicial and administrative warrants and subpoenas can be found in the Oregon Attorney General’s Model Public School Policies.¹ The superintendent or designee must review and approve any response to a request involving immigration enforcement. The district will provide ongoing training to designated staff to ensure compliance with this policy.]

This policy will be made available in the student handbook and on the district’s website². [The district will ensure a copy of the Oregon Attorney General’s Model Public School Policies³ and this policy and accompanying administrative regulations are provided to staff.]

Designation of Primary Point of Contact

The [position {⁴}] is the primary point of contact for coordinating interactions with federal immigration authorities occurring in the district (“immigration liaison” {⁵}). The [alternate position] shall serve as an alternative point of contact during the immigration liaison’s absence or unavailability (“alternate immigration liaison”).

The immigration liaison’s responsibilities include:

¹ <https://www.doj.state.or.us/wp-content/uploads/2026/06/Attorney-Generals-Model-Public-School-Policies-in-Compliance-with-SB-1538.pdf>

² Must be provided in culturally appropriate languages that are used to communicate effectively with parents and guardians of students in the district, as determined by the Board. {The district is encouraged to evaluate language needs in the district in order to effectively communicate with all parents and guardians.}

³ <https://www.doj.state.or.us/wp-content/uploads/2026/06/Attorney-Generals-Model-Public-School-Policies-in-Compliance-with-SB-1538.pdf>

⁴ {House Bill 4079 (2026) requires the policy to “identify at least one administrator” for this purpose. The Board should consider whether a single administrator is sufficient for the district, or whether multiple administrators should be designated.}

⁵ {The district can choose any title to use for this individual and should use it throughout this policy.}

1. Serving as the district's representative during encounters with federal immigration authorities;
2. Confirming when federal immigration authorities have entered school property for immigration enforcement purposes;
3. Ensuring federal immigration authorities engaging in enforcement activities at the district have notice of relevant district policies: JO/IGBAB – Education Records/Records of Students with Disabilities, JOA – Directory Information, JOB – Personally Identifiable Information and this policy;
4. Assisting staff in performing their duties in response to immigration enforcement efforts, including ensuring compliance with all district policies and procedures related to interactions with federal immigration authorities and immigration enforcement efforts;
5. Reviewing and responding to requests from federal immigration authorities, in coordination with, and under the direction of, the superintendent or designee;
6. Facilitating the district's compliance with lawful immigration enforcement efforts in a manner that does not unnecessarily disrupt the school environment or invade the privacy of students, staff, or volunteers;
7. Providing notice as required in this policy when a federal immigration authority has been confirmed to have entered school property for immigration enforcement.

Required Notice

When a federal immigration authority is reported to have entered school property for the purpose of immigration enforcement the immigration liaison shall confirm whether federal immigration authorities have entered school property for immigration enforcement and when confirmed, shall provide notice as follows:

1. Notice must be provided to:
 - a. Students who attend the school where the federal immigration authority is confirmed to be on school property for immigration enforcement and who are in grades [7] and above;
 - b. Parents or guardians of students attending the school where the federal immigration authority is confirmed to be on school property for immigration enforcement;
 - c. Staff of the school where the federal immigration authority is confirmed to be on school property for immigration enforcement; and
 - d. Community-based service providers that have requested to receive notice when a federal immigration authority is confirmed to be on school property for immigration enforcement. Community-based service providers can request to receive such notifications by contacting [the immigration liaison at the district office].
2. Notice must include:
 - a. The general location of the federal immigration authority; and
 - b. Whether classes or school operations were affected by the presence of the federal immigration authority. [{Districts may include resources available to those impacted by immigration enforcement actions.}]

3. Notice must not disclose:

- a. Personally identifiable information;
- b. Other information that may not be legally disclosed; or
- c. Other information when the disclosure may threaten the health or safety of students or staff of the district or is prohibited by a court order.

The required notice will be provided as expediently as possible using [insert communication methods the district will use] [existing methods used for providing electronic communications].

Unless otherwise prohibited by law or court order, the district will make reasonable efforts to provide notice to a student, or to the parent or guardian of a student, when the district has provided information related to the student to a federal immigration authority.

[Confidentiality of School Records]

Except when required by a judicially authorized warrant, subpoena, or order, Oregon law prohibits the district from disclosing protected information to federal immigration authorities for the purpose of enforcing federal immigration laws. Protected information includes information relating to a person's:

1. Address;
2. Workplace or hours of work;
3. School or school hours;
4. Contact information, including telephone number, electronic mail address or social media account information;
5. Known associates or relatives; and
6. Date, time or location of the person's hearings, proceedings or appointments with a public body that are not matters of public record.

Oregon law also prohibits sharing any of the above information about a person's relatives or known associates with federal authorities for immigration enforcement purposes.

Oregon law generally prohibits the district from sharing or disclosing citizenship or immigration status or country of birth information⁶ that the district collects, unless one of the following exceptions applies:

1. The disclosure is required by state or federal law (other than federal immigration law);
2. The disclosure is required by a judicially authorized warrant, order, or subpoena;
3. The information being shared with a person concerns only that person or their dependents; or

⁶ Citizenship or immigration status or country of birth information is any information concerning:

1. Where a person was born; or
2. Whether a person is a citizen of the United States; or
3. Whether a person has lawful authority to be present in the United States.

4. The information is aggregated and not personally identifiable.

In addition to the prohibitions described above, federal and state laws make records and information related to students confidential and permit disclosure only in limited circumstances. The district's policies with respect to student records can be found in Board policies JO/IGBAB – Education Records/Records of Students with Disabilities, JOA – Directory Information and JOB – Personally Identifiable Information. To ensure compliance with applicable federal and state law, the district's staff shall not disclose any school records or information to federal immigration authorities except as provided in these policies.

Staff must also maintain the confidentiality of school records and other information about students, staff, and volunteers when communicating with other students, parents, or community members about immigration enforcement activities involving students, staff, or volunteers of the district or occurring on district property. Staff should direct anyone with questions about immigration enforcement activities occurring on district property to the immigration liaison.]

Training

The district will provide the immigration liaison and alternate immigration liaison with training as follows:

1. The training must include information on the requirements of House Bill 4079 (2026), any applicable model policies published by the Attorney General, and this policy; and
2. The training must be provided at the time of designation and at least once every two years thereafter.

[⁷] Upon the adoption of this policy and not less than once every two years thereafter, the district will provide training to all current district staff of one hour or more regarding federal and state laws, and the district's policies, relating to interacting with federal immigration authorities and responding to immigration enforcement efforts. The district will provide the required training to all new staff within 30 days of beginning employment.]

END OF POLICY

Legal Reference(s):

[ORS 180.810](#)
[ORS 180.805](#)
[ORS 181.826](#)
[OAR 581-021-0371](#)

⁷ {This language is included in the Attorney General's *K12 School Model Policy*. House Bill (HB) 4079 (2026) requires that districts adopt policies that are "consistent with applicable model policies published by the Attorney General as provided by ORS 180.810."}

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).

[Oregon Attorney General's K12 School Model Policy](#)

Senate Bill 1538 (2026).

Senate Bill 1594 (2026).

House Bill 4079 (2026).

PROPOSED

Eagle Point School District 9
Board of Directors

Date:	<u>Aug 26, 2026</u>	Presented By:	<u>Jlm Helmen</u>
Subject:	<u>Policy KNA Immigration Enforcement on District Property</u>	Attachment(s)	<u>Yes</u>

Information

BACKGROUND INFORMATION:

House Bill 4079 (2026) requires districts to “adopt a policy for providing notice when a federal immigration authority is confirmed to have entered school property for immigration enforcement.” This policy must be “consistent with applicable model policies published by the Attorney General as provided by ORS 180.810.”

RECOMMENDATION:

Consider this first reading of Policy in compliance with state and federal law.

BOARD ACTION REQUIRED

Suggested Motion:

Motion to occur at second reading during the September 23, 2026 regular meeting.

**6.C.3. Policy review of IB Freedom of Expression, INDB Flag Displays and Salutes,
INB Studying Controversial Issues**

Eagle Point School District 9

Code: IB
Adopted: 9/14/05
Readopted: 9/10/08

Freedom of Expression

Students have a general right to freedom of expression within the school system. The district requires, however, that students exercise their rights fairly, responsibly and in a manner not disruptive to other individuals or to the educational process.

Freedom of Student Inquiry and Expression

1. Generally, students and student organizations are free to examine and discuss questions of interest to them and to express opinions publicly and privately within the school system, provided such examination and expression is fair and responsible and is not disruptive to other individuals or to the educational process. Students may support or oppose causes by orderly means which do not disrupt other individuals or the operation of the school.
2. In the classroom, students are free to examine views offered in any course of study, provided such examination is expressed in a responsible manner.

Freedom of Association

Students are free to organize associations to promote their common interests. Student organizations should be open to all students. Membership criteria may not exclude students on the basis of age, race, religion, color, national origin, disability, marital status or sex. Each student organization must have a staff advisor to counsel and, when necessary, supervise students in the organization. All student organizations must submit to the school a statement of purpose, criteria for membership, rules and procedures and a current list of officers. School administrators may establish reasonable rules and regulations governing the activity of student organizations.

Publications, Displays and Productions

On occasion, materials such as leaflets, newsletters, cartoons and other items including displays and productions are prepared, produced and/or distributed by students as part of the educational process and free expression in an academic community. Materials may be subject to administrative review, restricted or prohibited, however, pursuant to legitimate educational concerns. Such concerns include:

1. The material is or may be defamatory;
2. The material is inappropriate based on the age, grade level and/or maturity of the reading audience;
3. The material is poorly written, inadequately researched, biased or prejudiced;
4. Whether there is an opportunity for a named individual or named individuals to make a response;
5. Whether specific individuals may be identified even though the material does not use or give names;

6. The material is or may be otherwise generally disruptive to the school environment. Such disruption may occur, for example, if the material uses, advocates or condones the use of profane language or advocates or condones the commission of unlawful acts;
7. Students, parents and members of the public might reasonably perceive the materials to bear the sanction or approval of the district;
8. The material promotes tobacco use.

High School Student Journalists

Generally, high school student journalists have the right to exercise freedom of speech and of the press in school-sponsored media. School sponsored media means materials that are prepared, substantially written, published or broadcast by student journalists, that are distributed or generally made available, either free of charge or for a fee, to members of the student body and that are prepared under the direction of a student media adviser. School-sponsored media does not include media intended for distribution or transmission solely in the classrooms in which they are produced.

School-sponsored media prepared by student journalists are subject to reasonable time, place and manner restrictions, pursuant to state and federal law. School-sponsored media cannot contain material that:

1. Is libelous or slanderous;
2. Is obscene, pervasively indecent or vulgar;
3. Is factually inaccurate or does not meet journalistic standards established for school-sponsored media;
4. Constitutes an unwarranted invasion of privacy;
5. Violates federal or state law; or
6. So incites students as to create a clear and present danger of:
 - a. The commission of unlawful acts on or off school premises;
 - b. The violation of district policies; or
 - c. The material and substantial disruption of the orderly operation of the school. A school official will base a forecast of material and substantial disruption on specific facts, including past experience in the school and current events influencing student behavior, and not on undifferentiated fear or apprehension.

END OF POLICY

Legal Reference(s):

[ORS 332.072](#)
[ORS 332.107](#)
[ORS 339.880](#)

[ORS 339.885](#)
HB 3279 (2007)

[OAR 581-021-0050](#)
[OAR 581-021-0055](#)

Equal Access Act, 20 U.S.C. §§ 4071-4074 (2006).
Westside Cmty. Bd. of Educ. v. Mergens, 496 U.S. 226 (1990).
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988).
U.S. CONST. amend. I; U.S. CONST. amend. XIV.
OR. CONST., art. I, § 8.

Cross Reference(s):

IGDA - Student Organizations
IGDB - Student Publications
INB - Studying Controversial Issues

Eagle Point School District 9

Code: INDB
Adopted: 11/12/08
Readopted: 3/12/14

Flag Displays and Salutes

A United States flag and an Oregon flag shall be displayed on or near each school building under the control of the Board or used by the district, during school hours, except in unsuitable weather and at any other time the Board deems proper.

The district shall obtain and display a United States flag of an appropriate size for each classroom.

Students shall receive instruction in respect for the national flag, and be provided an opportunity to salute the United States flag at least once each week by reciting *The Pledge of Allegiance*.

A flag salute may be implemented at assemblies, before or after school, at lunch, special events, home room class, athletic contests or at other times deemed appropriate by the principal. Individual staff members and students who do not participate in the salute must maintain a respectful silence during the salute.

END OF POLICY

Legal Reference(s):

[ORS 336.067](#)

[ORS 339.875](#)

W. Va. St. Bd. of Educ. v. Barnette, 319 U.S. 624 (1943).

Eagle Point School District 9

Code: INB
Adopted: 11/14/01

Studying Controversial Issues

The Board supports the inclusion of controversial issues as part of students' education. The presentation and discussion of controversial issues will be informative. The development of ability to meet issues without prejudice and to withhold judgments while facts are being collected, assembled and weighed and to see relationships before drawing inferences or conclusions are among the most valuable outcomes of a free educational system.

Teachers will present an overall view of controversial issues and will guard against giving personal opinions until students have had an opportunity to:

1. Find, collect and assemble factual material on the subject;
2. Interpret the data without prejudice;
3. Reconsider assumptions and claims and to reach their own conclusions.

By refraining from expressing personal views before and during the period of research and study, the teacher will encourage students to search after truth and to think for themselves.

Before beginning a class in the study of an obviously controversial topic, a teacher will discuss with the principal: (1) its appropriateness to the course; (2) its appropriateness for the students' maturity level; (3) the approach to instruction; (4) the instructional materials to be used.

Following principal's permission to study a controversial subject, the teacher will obtain parent permission.

END OF POLICY

Legal Reference(s):

[ORS 336.067](#)

[OAR 581-022-1020](#)

[OAR 581-022-1910](#)

United States Constitution, Amendment I.
Oregon Constitution, Article 1.

Cross Reference(s):

IB - Freedom of Expression
IICB - Community Resource Persons

6.C.4. Approval of 2026-27 Superintendent Goals Evaluation Framework

EPSD 2026–2027

Superintendent/Board Shared Goals & Action Plan

Purpose

These goals establish shared priorities for the Superintendent and Board for 2026–27.

- **Superintendent Actions** identify the major systems, leadership actions, and outcomes for which the Superintendent is responsible.
- **Measures of Progress** provide practical evidence for midyear and year-end evaluation.
- **Board Actions** identify how the Board will support the goals through governance, oversight, advocacy, community engagement, and resource alignment.

Evaluation Alignment: The Board will evaluate the Superintendent using two complementary lenses: (1) progress toward the four Shared Goals and (2) performance across the OSBA/COSA Superintendent Performance Standards. The 16 Superintendent Actions are evidence of progress and are not intended to become 16 separate performance ratings.

2026–2027 Superintendent Evaluation Timeline

This timeline establishes the annual evaluation cycle and identifies the primary responsibilities of the Board and Superintendent. Evaluation discussions may occur in executive session as permitted by Oregon law; formal Board action occurs in open session.

Date / Time	Action	Person(s)
August 2026	Development and review the superintendent evaluation timeline for the 2026–27 school year. The Board formally adopts the evaluation timeline in open session.	Board & Superintendent
August/September 2026	Review and finalize the performance standards and superintendent annual goals. The Board formally adopts the evaluation standards/goals in open session.	Board & Superintendent
December 2026	Superintendent provides initial work session presentation on goals progress and receives feedback from school board on progress and areas of focus	Board & Superintendent
January 2027	Superintendent provides an interim progress report on evaluation standards/goals and receives specific Board feedback. This review may occur in executive session.	Superintendent / Board
January 2027	Superintendent contract review.	Board
February 2027 Work Session	Evaluation documents are distributed to the Board and Superintendent for completion and returned to the Board Secretary (or designee) by the established February deadline.	Board Secretary / Board & Superintendent
February 2027 Board Meeting	Superintendent presents the self-evaluation and/or evidence of performance. Board members review TFS feedback, discuss individual evaluations, and begin development of the Board's written summative evaluation.	Board & Superintendent

March 2027	Board members meet to discuss evaluations and develop the Board's official written summative evaluation. No draft evaluation is shared with the Superintendent until the Board completes its review process. If needed, this work may begin or be completed in February.	Board
Before March 15, 2027	Board Chair or designee presents the draft summative evaluation prior to the March 15 Board meeting. The evaluation is reviewed with the full Board in executive session as a preview copy.	Board Chair (or designee)
March 2027	Board and Superintendent meet to discuss the evaluation. After the Superintendent exits executive session, the Board may make changes. The Board votes in open session to approve the summative evaluation. A final copy is placed in the Superintendent's personnel file.	Board & Superintendent
March 15, 2027	Notify Superintendent of contract extension/non-extension, if applicable.	Board
April 2027	Board and Superintendent review the evaluation process/timeline and formally adopt the next annual timeline in open session.	Board & Superintendent

Note: Evaluation meetings may be held in executive session when permitted by ORS 192.660(2)(i). Any formal Board action must occur in open session. The dates above may be adjusted by Board action as needed.

Shared Goal 1 - Cultivate a High-Performing District Culture of Trust, Accountability, and Service

Superintendent Actions

1. Establish and monitor districtwide expectations for culture, leadership, accountability, and service.

Communicate clear expectations for how EPSD administrators lead, communicate, support staff, serve students and families, address concerns, and follow through on commitments.

Measures of Progress

- District leadership and culture expectations communicated to all administrators.
- Expectations incorporated into DLT and administrator leadership work.
- Review implementation with the leadership team at least quarterly.
- Director of Schools and department directors provide evidence of implementation within their areas of responsibility.

2. Establish a consistent system of support and accountability for district and school leaders.

Use directors to ensure administrators receive clear expectations, regular feedback, support, and accountability for district priorities.

Measures of Progress

- Annual expectations established for direct-report administrators.
- Regular 1:1 meetings held with direct-report directors and K-12 Principals.
- Midyear progress review completed with direct reports related to district strategic plan and goals.
- Director of Schools maintains a consistent principal support and accountability process across all schools.

3. Monitor employee engagement, retention, and organizational health.

Work through the HR Director to identify staffing trends and organizational conditions that affect EPSD's ability to recruit, develop, and retain high-quality employees.

Measures of Progress

- Review HR staffing/retention information at least quarterly.
- Establish a 2026–27 employee engagement/culture baseline.
- Review vacancy, turnover, exit, and hard-to-fill-position trends.
- Identify district-level actions in response to significant workforce concerns.

4. Increase Superintendent visibility, communication, and organizational responsiveness.

Maintain a visible presence in schools and establish systems for identifying and responding to concerns from employees, students, families, and the community.

Measures of Progress

- Visit all 11 schools during the school year, with a goal of at least twice per school as scheduling allows, and additional visits based on need.
- Maintain regular communication with employees and families.
- Establish a process for routing significant concerns to the appropriate administrator/director and monitoring follow-through.
- Provide the Board appropriate updates regarding significant organizational issues and state requirements affecting EPSD.

Board Actions

1. Recognize staff and students through Board meetings, events, school visits, and other appropriate opportunities.
2. Increase Board visibility in schools through school tours, events, and other appropriate engagement opportunities with superintendent.
3. Refer concerns identified through Board engagement to the Superintendent for administrative follow-up and allow the Superintendent to report back as appropriate.
4. Complete the Board's self-evaluation consistent with Board policy and maintain effective Board/Superintendent governance practices.

Primary Board Evidence

Employee retention and engagement data, school-visit information, leadership implementation evidence, Superintendent communications, and midyear/year-end progress reports.

Shared Goal 2 - Accelerate Student Achievement Through Instructional Excellence

Superintendent Actions

1. Establish and monitor clear districtwide instructional priorities.

Through the Director of Schools, establish consistent expectations for high-quality instruction, instructional time, student engagement, cognitive rigor/Depth of Knowledge, early literacy, early mathematics, and effective intervention.

Measures of Progress

- District instructional priorities communicated to all administrators.
- Director of Schools translates priorities into clear principal expectations.
- Implementation monitored through school walkthroughs, principal supervision, PLC evidence, and student data.
- Superintendent reviews districtwide implementation at least quarterly.

2. Establish a consistent student-achievement monitoring and response cycle.

Use district assessment information to identify progress, achievement gaps, schools requiring support, and necessary instructional adjustments.

Measures of Progress

- Conduct formal district achievement reviews at least three times annually: **Fall Baseline → Winter Progress → Spring Outcomes/Next Steps.**
- Review literacy, mathematics, benchmark/interim assessment, state assessment, growth, school, and student-group data as available.
- Significant findings result in an identified **Action → Owner → Follow-Up.**
- Provide understandable student-achievement updates to the Board.

3. Strengthen PLCs, early literacy, early mathematics, and data-informed instruction.

Direct the Director of Schools to establish consistent expectations for collaborative instructional improvement across EPSD schools.

Measures of Progress

- All schools maintain functioning PLC/data-team structures.
- Establish clear K-3 early literacy and mathematics expectations.

- Director of Schools monitors PLC and instructional implementation.
- Establish 2026–27 student-performance baselines and demonstrate measurable progress.
- Superintendent reviews districtwide PLC and foundational-learning implementation at midyear and year-end.

4. Strengthen programs and instructional supports for diverse student needs.

Evaluate and strengthen TAG, behavioral supports, alternative/online learning, and other instructional options necessary to address the range of student needs within EPSD.

Measures of Progress

- Make substantial progress on a district TAG program review and begin implementing identified priority improvements.
- Strengthen districtwide TAG identification, service, monitoring, and family communication expectations.
- Review elementary behavioral-support needs and implementation.
- Evaluate alternative/online learning needs and establish appropriate next steps.
- Director of Schools reports quarterly on schools requiring additional instructional support.

Board Actions

1. Review and maintain Board policies that support student achievement and instructional priorities.
2. Align available resources with established instructional priorities, including appropriate hands-on and experiential learning opportunities.
3. Review benchmark, interim, and state assessment information at established intervals.
4. Develop Board understanding of district assessments, what they measure, and how EPSD uses results to improve instruction.

Primary Board Evidence

Student-achievement dashboard, benchmark/state assessment results, PLC implementation evidence, instructional walkthrough trends, early literacy/math data, TAG review, and school progress reports.

Shared Goal 3: Inspire and Deepen Student Engagement

Superintendent Actions

1. Strengthen student belonging, attendance, and engagement.

Establish attendance and belonging as districtwide priorities and use the Student Services Director and Director of Schools to monitor implementation and respond to students experiencing barriers to engagement.

Measures of Progress

- Student Services provides a monthly district attendance dashboard.
- Monitor chronic absenteeism, regular attendance, school-level patterns, and significant student-group differences.
- All schools maintain an attendance-response process.
- Establish 2026–27 baseline measures and demonstrate measurable progress.
- Review student belonging/engagement evidence and identify areas requiring intervention.

2. Strengthen family engagement and customer service.

Establish consistent expectations for how EPSD schools and departments communicate with, respond to, and build relationships with students and families.

Measures of Progress

- Establish district expectations for family communication and customer service.
- Schools implement consistent family-engagement practices.
- Establish a 2026–27 family engagement/customer-service baseline.
- Review significant family concerns, themes, and district responses at least quarterly.

3. Expand career-connected, experiential, and cross-age learning opportunities.

Develop a more coherent K–12 approach to career awareness, hands-on learning, community partnerships, and opportunities for older students to engage with younger students.

Measures of Progress

- Inventory current K–12 career-connected and experiential-learning opportunities.
- Identify significant gaps and opportunities.
- Expand at least one high-value opportunity or partnership, with a goal of two, subject to available resources.
- Make meaningful progress toward establishing a sustainable cross-age student engagement opportunity.
- Build upon successful concepts such as Calves in the Classroom when educationally and financially appropriate.

4. Implement a comprehensive and defensible district interim assessment plan.

Establish a coherent assessment system that provides educators and leadership with timely information about student learning without unnecessary or duplicative testing.

Measures of Progress

- Complete and communicate the district interim assessment plan.
- Clearly identify required assessments, purpose, administration windows, and expectations for use.
- Director of Schools monitors implementation.
- Assessment results are incorporated into PLC and district achievement-review cycles.
- Communicate the assessment framework and resulting information to the Board.

Board Actions

1. Receive regular reports on attendance, student engagement, family engagement, career readiness, and other significant engagement indicators.
2. Align available resources with established student-engagement priorities.
3. Establish and engage with a Student Advisory Board or other structured student-voice process.
4. Use student and family perspectives appropriately in Board-level policy, resource, and strategic discussions.

Primary Board Evidence

Attendance dashboard, student engagement/belonging information, family engagement data, career-connected learning opportunities, student voice information, and interim assessment implementation evidence.

Shared Goal 4: Optimize Operations, Fiscal Health, and Community Trust

Superintendent Actions

1. Establish consistent financial monitoring and maintain responsible fiscal stewardship.

Work with the Business Manager to regularly monitor district finances and ensure resources remain aligned with Board priorities and long-term district needs.

Measures of Progress

- Superintendent and Business Manager review district financial position monthly.
- Provide the Board quarterly financial updates.
- Monitor budget-to-actual performance, revenue and expenditure trends, enrollment/ADM, staffing costs, significant financial risks, and year-end projections.
- Develop corrective actions when significant financial concerns are identified.

2. Develop a prioritized approach to facilities, capital improvements, and long-term district needs.

Establish a transparent process for evaluating and prioritizing district facility and capital needs.

Measures of Progress

- Maintain an inventory of significant facility/capital needs.
- Prioritize projects based on safety, facility condition, educational need, cost, and available resources.
- Provide the Board information regarding project priorities, projected costs, and funding options.
- Integrate significant capital priorities into district budget and long-range planning.

3. Strengthen community communication, engagement, and trust.

Create predictable opportunities for EPSD families and community members to understand district priorities, provide input, and hear how the District is responding.

Measures of Progress

- Conduct at least two Superintendent/community listening opportunities during 2026–27.
- Maintain regular Superintendent communication with families, staff, and community.
- Identify significant themes from community feedback.
- Communicate follow-up or district responses when appropriate.

4. Strengthen operational efficiency, purchasing practices, and emergency preparedness.

Direct district departments to identify opportunities to maximize resources while maintaining safe and effective district operations.

Measures of Progress

- Confirm all schools maintain current emergency plans and review district emergency preparedness at least twice annually.
- Identify and assign corrective action for significant emergency-preparedness gaps.
- Review selected high-cost purchasing, contracts, and operational practices for efficiencies.
- Evaluate opportunities for centralized purchasing and increased district buying power.
- Document measurable savings, avoided costs, or operational improvements when identified.

Board Actions

1. Participate in appropriate community listening sessions and engagement opportunities while maintaining the Board's governance role.
2. Review district financial condition and progress toward major operational priorities through quarterly reports.
3. Maintain a systematic Board policy review process.
4. Align budget and resource-allocation decisions with adopted district goals and priorities.
5. Use Board work sessions, as appropriate, to develop understanding of departmental budgets, historical and projected project costs, capital needs, and significant financial pressures.
6. Support evaluation of opportunities to maximize district purchasing power, including centralized purchasing and other cost-saving strategies.

Primary Board Evidence

Quarterly financial reports, budget forecasts, capital/facilities plan, community engagement information, emergency-preparedness evidence, purchasing/contract analyses, and Board work-session materials.

OSBA/COSA Superintendent Evaluation Alignment

This section connects the EPSD9 Shared Goals to the eight OSBA/COSA superintendent performance standards. It does not change the adopted goal language or create additional operational tasks. Instead, it clarifies the leadership standards the Board should consider when reviewing the evidence generated through the four Shared Goals.

OSBA/COSA uses a five-part evaluation approach: performance standards, superintendent goals, evidence/self-evaluation, optional targeted feedback, and a final composite evaluation. EPSD9's four Shared Goals serve as the local goal component, while the standards crosswalk above provides the performance-standards component.

OSBA/COSA Performance Standard	Primary EPSD9 Goal Alignment	Examples of Existing Evidence
1. Visionary District Leadership	Goals 1, 2, 3, 4	District priorities; leadership expectations; achievement reviews; long-range planning; implementation monitoring.
2. Ethics and Professional Norms	Goals 1 and 4	Culture/accountability expectations; transparent financial monitoring; responsive leadership systems; governance practices.
3. Inclusive District Culture	Goals 1 and 3	Employee engagement; student belonging; attendance response; family engagement; supports for diverse student needs.
4. Culturally Responsive Instructional Leadership and Improvement	Goals 2 and 3	Instructional priorities; PLCs; literacy/math; assessment cycles; TAG and other student supports; student-group data.
5. Communication and Community Relations	Goals 1, 3 and 4	Superintendent communications; family service expectations; listening opportunities; concern follow-through; student/family voice.
6. Effective Organizational Management	Goals 1 and 4	Director accountability; staffing/retention review; emergency preparedness; facilities; purchasing and operational systems.
7. Effective Financial Management	Goal 4	Monthly financial review; quarterly Board reporting; budget-to-actual monitoring; forecasts; capital priorities; efficiencies.
8. Policy, Governance and Advocacy	Goals 1, 2 and 4	Board updates; policy alignment; Board/Superintendent governance; resource alignment; state requirement updates and advocacy.

Superintendent Evaluation Scorecard

Part 1 – Shared Goal Progress. The four Shared Goals remain the primary local goal categories. The 16 Superintendent Actions and associated measures provide evidence of progress; they should not become 16 separate performance ratings. The Board should consider both results and the Superintendent’s effectiveness in setting direction, establishing systems, assigning accountability, monitoring implementation, responding to barriers, allocating resources, and communicating progress.

Rating Definitions

Exceeds – Performance and/or progress consistently surpasses agreed expectations. Meets – Performance and progress are consistent with agreed expectations. Progressing – Meaningful progress is evident, but one or more agreed expectations are not yet fully met. Does Not Meet – Performance or progress is substantially below agreed expectations and requires corrective action.

Shared Goal	Midyear	Year-End
1. Culture, Trust, Accountability & Service	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
2. Student Achievement & Instructional Excellence	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
3. Student Engagement	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
4. Operations, Fiscal Health & Community Trust	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet

Evaluation Principles

The Board evaluates the Superintendent based on progress toward the **four Shared Goals**, considering the agreed-upon Superintendent Actions, measures, evidence, circumstances, and progress over the evaluation period.

The evaluation should assess whether the Superintendent has effectively:

Set Direction → Established Systems → Assigned Accountability → Monitored Implementation → Reviewed Results → Removed Barriers → Allocated Resources → Communicated Progress

Part 2 – OSBA/COSA Performance Standards

The Board uses the same rating definitions to assess the Superintendent’s overall performance within each standard. Ratings should reflect the full evaluation period and be supported by the Superintendent’s self-evaluation, Board-observed evidence, agreed artifacts, and other information included in the adopted evaluation process.

Performance Standard	Primary Goal Link	Midyear	Year-End
1. Visionary District Leadership	G1, 2, 3, 4	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
2. Ethics and Professional Norms	G1 and 4	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
3. Inclusive District Culture	G1 and 3	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet

Performance Standard	Primary Goal Link	Midyear	Year-End
4. Culturally Responsive Instructional Leadership and Improvement	G2 and 3	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
5. Communication and Community Relations	G1, 3 and 4	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
6. Effective Organizational Management	G1 and 4	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
7. Effective Financial Management	G4	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet
8. Policy, Governance and Advocacy	G1, 2 and 4	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet	☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet

Part 3 – Evidence of Performance and Superintendent Self-Evaluation

At midyear and year-end, the Superintendent provides a concise self-evaluation addressing the four Shared Goals and the eight performance standards, supported by agreed evidence. The Board should rely on artifacts especially in areas where it may not have direct knowledge of day-to-day district operations.

Evidence/Artifacts Reviewed

Key Accomplishments and Results

Barriers/Circumstances Affecting Progress

Priorities/Adjustments for Next Evaluation Period

Part 4 – Board Composite Evaluation Summary

The Board develops one composite evaluation reflecting the Board’s collective judgment. The final evaluation should synthesize goal progress and performance standards rather than averaging isolated task ratings.

Overall Performance Rating

☐ Exceeds ☐ Meets ☐ Progressing ☐ Does Not Meet

Board-Identified Strengths

Board-Identified Growth Priorities

**Superintendent Professional Growth
/ Support**

**Board/Superintendent Priorities for
Next Cycle**

Board Chair: _____ Date: _____

Superintendent: _____ Date: _____

The **Board Actions are shared governance commitments** supporting achievement of the goals and are not additional operational responsibilities assigned to the Superintendent.

6.C.5. Policy Committee Appointments

**6.C.6. Final Approval - City of Eagle Point & Eagle Point School District -
Dedication of Street Right-Of-Way**

After Recording Return to:
Eagle Point School District No. 9
11 N. Royal Avenue
Eagle Point, OR 97524

Send all text statements to: Same

Map: 361W03AD tax lot 902

DEDICATION OF STREET RIGHT-OF-WAY

Eagle Point School District No. 9, Jackson County Oregon, Grantor, Owner, hereby dedicates to the public of the City of Eagle Point, a municipal corporation of the State of Oregon, Grantee, the following tract described in Exhibit "A" for street right-of-way purposes.
(See attached Exhibit "A")

The **City of Eagle Point**, a municipal corporation of the State of Oregon, Grantee, hereby accepts such street right-of-way dedication on behalf of the public with the express understanding that in so doing, the City of Eagle Point does not agree to improve or maintain said property, unless and until such time as the City shall accept jurisdiction of the property for purposes of street maintenance.

IN WITNESS WHEREOF, signed this _____ day of _____, 2026

Signature: _____

Printed name: _____

Title: _____

State of Oregon

(SS)

County of Jackson

On the _____ day of _____, 2026, _____
personally appeared before me as _____ for Eagle Point School District No. 9, Jackson
County, Oregon, Grantor, and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public: _____

Notary Signature: _____

Commission No: _____

My Commission Expires: _____

IN WITNESS WHEREOF, signed this _____ day of _____, 2026

City of Eagle Point, a municipal corporation of the State of Oregon

Printed name: _____

Title: _____

State of Oregon)

) SS

County of Jackson)

On the _____ day of _____, 2026, _____.
personally appeared before me as authorized signee for the City of Eagle Point, a municipal corporation
of the State of Oregon, Grantee, and acknowledged the foregoing instrument to be their voluntary act and
deed.

Notary Public: _____

Notary Signature: _____

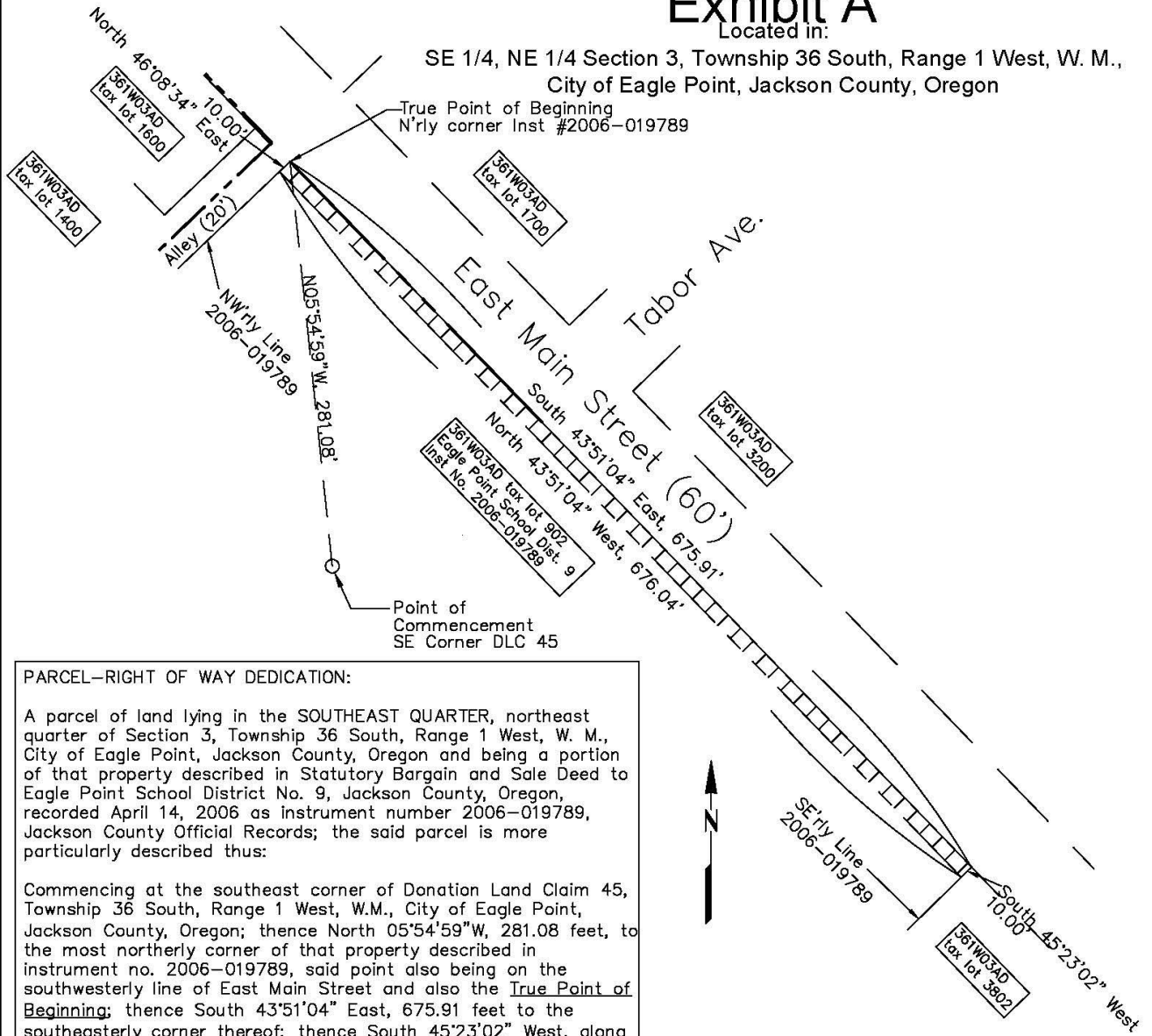
Commission No: _____

My Commission Expires: _____

Exhibit A

Located in:

SE 1/4, NE 1/4 Section 3, Township 36 South, Range 1 West, W. M.,
City of Eagle Point, Jackson County, Oregon



PARCEL—RIGHT OF WAY DEDICATION:

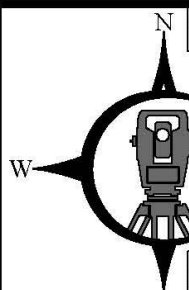
A parcel of land lying in the SOUTHEAST QUARTER, northeast quarter of Section 3, Township 36 South, Range 1 West, W. M., City of Eagle Point, Jackson County, Oregon and being a portion of that property described in Statutory Bargain and Sale Deed to Eagle Point School District No. 9, Jackson County, Oregon, recorded April 14, 2006 as instrument number 2006-019789, Jackson County Official Records; the said parcel is more particularly described thus:

Commencing at the southeast corner of Donation Land Claim 45, Township 36 South, Range 1 West, W.M., City of Eagle Point, Jackson County, Oregon; thence North 05°54'59\"W, 281.08 feet, to the most northerly corner of that property described in instrument no. 2006-019789, said point also being on the southwesterly line of East Main Street and also the True Point of Beginning; thence South 43°51'04\" East, 675.91 feet to the southeasterly corner thereof; thence South 45°23'02\" West, along the southeasterly line of said property, 10.00 feet; thence North 43°51'04\" West, 676.04 feet, to a point on the northwesterly line of said property; thence North 46°08'34\" East, along said property, 10.00 feet to the point of beginning.

The area to which this description applies contains 6760± sf.
(Shown Hatched)

361W03AD tax lot 902

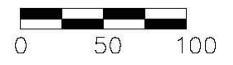
Basis of Bearing: OCRS—grants Pass—Ashland Zone



Project: Right of Way Dedication

Pariani Land Surveying

PHONE: (541) 890-1131 EMAIL: JOHN@PARIANILS.COM

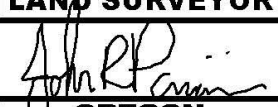


DRAWN BY: JRP

HORZ SCALE: 1\"=100'

DATE: June 10, 2026

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**



OREGON
July 13, 1999
JOHN R. PARIANI
#51382

Renews: December 31, 2026

6.C.7. Meal Reimbursement and Increasing Adult Meals

Eagle Point School District 9
Board of Directors

Date:	<u>8/26/2026</u>	Presented By:	<u>Amy Isackson</u>
Subject:	<u>Meal Reimbursement and Increasing Adult Meals</u>	Attachment(s)	<u>Yes</u>

Information

BACKGROUND INFORMATION:

USDA annually adjusts federal meal reimbursement rates to reflect changes in food costs. Effective July 1, 2026, reimbursement rates increased for the 2026–27 school year. Adult meals are not eligible for federal reimbursement, and USDA and ODE guidelines require adult meal prices to cover the applicable reimbursement and USDA Foods commodity value. Eagle Point School District currently charges \$2.75 for adult breakfast and \$4.75 for adult lunch; the new minimum rates are \$3.52 for breakfast and \$5.34 for lunch. The proposed rates of \$3.55 and \$5.35 bring EPSD into alignment with these requirements. The District is approved for **CEP** (free breakfast and lunch for all students) for the 2026–27 school year; therefore, prices apply only to second meals. Prices have not increased for the last 3 years.

[Reimbursement Rates with Oregon Payments](#)

Article: [National School Lunch, Special Milk, and School Breakfast Programs, National Average Payments/Maximum Reimbursement Rate SY 2026-27](#)

RECOMMENDATION:

Recommend approval of the 2026–27 meal prices:

- Adult Breakfast: \$3.55
- Adult Lunch: \$5.35
- Second Student Breakfast (K–12): \$2.00
- Second Student Lunch: K–5 \$2.75 | 6–8 \$3.00 | 9–12 \$3.50
- Milk: \$0.75

These adjustments bring adult meal prices into alignment with USDA and ODE requirements and adjust second meal and milk prices to better reflect current food costs.

BOARD ACTION REQUIRED

Suggested Resolution: “I move the Board to approve the 2026–27 adult meal, second student meal, and milk prices as presented.”

**6.C.8. Approval of Master Service Agreement for Hard to Fill Positions
- Amergis Healthcare Staffing, Inc.**

Eagle Point School District 9

Board of Directors Information Sheet

Date: August 26, 2026 Presented By: G. Swearingen

Approval of Master Service Agreement
for Hard to Fill Positions -

Subject: Amergis Healthcare Staffing, Inc. Attachment(s) Yes

Information

BACKGROUND

Eagle Point School District (District) continues to experience challenges filling certain specialized and hard-to-fill positions through traditional District recruitment. These vacancies can affect the District's ability to provide required student services and maintain appropriate staffing levels.

District administration makes every effort to recruit and fill positions directly before utilizing third-party staffing agencies. When those efforts are unsuccessful, contracted staffing may be necessary to provide qualified personnel and maintain continuity of services, particularly in specialized student support and healthcare-related positions.

For the 2026-27 fiscal year, administration is requesting approval of Master Service Agreements with the attached third-party staffing provider, Amergis. The agreement establishes the terms, conditions, responsibilities, and rates under which the District may obtain qualified contracted personnel.

Approval of the Master Service Agreement does not obligate the District to utilize a particular agency, guarantee a minimum number of assignments, or commit the District to a predetermined level of expenditure. Individual placements will be authorized only when a District staffing need exists, the position cannot reasonably be filled through the District's normal hiring process, and appropriate budget authority has been identified.

Use of third-party staffing will be monitored throughout the fiscal year, with the District continuing to prioritize direct employment whenever qualified applicants are available and doing so is operationally and financially appropriate.

Because the aggregate value of services that may be provided under this agreement during FY2026-27 could exceed the District's administrative contracting authority, \$150,000, the agreement is being presented to the Board for approval.

FISCAL IMPACT

Actual expenditures will depend upon the positions requiring contracted coverage, duration of individual assignments, hours worked, and the applicable rates established in each agreement.

While the hourly rates for third-party contracted staff are generally higher than the wages paid to comparable District employees, the contracted rates should not be compared to District wages alone. For current employees, the District incurs an additional 30.84% to 34.02% in employer PERS contributions, as applicable, in addition to District-paid health insurance contributions, and other employer payroll-related costs.

These employer-paid costs are not incurred separately for personnel provided through third-party staffing agencies, as they are incorporated into the contracted rate. Accordingly, the total cost differential between contracted and directly employed staff is typically less than a comparison of hourly wage rates alone would indicate.

Expenditures will be charged to the applicable authorized General Fund, Special Revenue Fund, or other program budget based upon the position and services provided.

LEGAL REVIEW

The Amergis Healthcare Staffing, Inc. Master Service Agreements has been reviewed by District legal counsel. Administration worked with legal counsel to evaluate the agreements and address provisions related to the District's legal and financial interests, including liability, insurance, indemnification, employment responsibilities, and other contractual terms.

The agreements presented for Board consideration incorporate revisions and recommendations resulting from that review.

DESCRIPTION OF ATTACHMENTS

A1: Master Service Agreement – Amergis Healthcare Staffing, Inc.

RECOMMENDATION

Administration recommends approval of the attached Amergis Healthcare Staffing, Inc. Master Service Agreement for the 2026-27 fiscal year. Approval will allow the District to utilize the contracted agency, as needed and within available budget authority, to fill authorized positions that cannot be filled through normal District recruitment.

BOARD ACTION REQUIRED

Suggested Motion:

“I move to approve the Fiscal Year 2026-27 Master Service Agreements with the third-party staffing provider, Amergis Healthcare Staffing, Inc., as presented and authorize the District Clerk or Deputy District Clerk to execute the agreements and related staffing assignments within authorized budget appropriations.”



EDUCATION MASTER SERVICES AGREEMENT

This Education Master Services Agreement (hereinafter "Agreement") is entered into on this ("**Effective Date**") August 10, 2026, by and between **Eagle Point School District** located at 11 N Royal Ave Eagle Point, Oregon 97524, referred to in this Agreement as ("Customer"), and **Amalgis Healthcare Staffing, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 10220 SW Greenburg Rd, Suite 570, Portland, OR, 97223, United States of America referred to in this Agreement as ("Amalgis"). Customer or Amalgis may be referred to herein as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Customer operates a School located in Oregon and wishes to engage Amalgis to provide personnel to supplement Customer's staff;

WHEREAS, Amalgis operates a staffing agency that provides supplemental staffing services to its customers; and

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

ARTICLE I. DEFINITIONS

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

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

"Bill Rate" means the rates billed to Customer for Work pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

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

"Out of School and Off-Site Work" is defined as Work conducted by Personnel outside of normal school hours, whether that be after the school day or during any breaks in the school year, or off-site. These types of requests generally include but are not limited to school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.



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

“Plan” means any student-specific written plan developed to support the student’s educational, behavioral, or medical needs, including: (a) a Behavior Intervention Plan (BIP), which is a written improvement plan created for a student based on the results of a Functional Behavior Assessment; (b) an Individualized Education Program (IEP), which is a plan developed under the Individuals with Disabilities Education Act (IDEA) to provide eligible students with special education and related services designed to enable the student to make progress appropriate in light of the student’s unique circumstances; and (c) an Individual Health Plan (IHP), which addresses a student’s medical needs and may include physician orders, and whose medical services may be incorporated into a student’s IEP or Section 504 Plan when such services are necessary for the student to benefit from education.

“Services” means the temporary staffing services provided to Customer by Amergis as detailed in Article III.

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

“Week” or **“Invoicing Week”** as used herein means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

“Work” means the services, duties, and tasks performed by Personnel for Customer at a Customer Work Site, carried out at Customer’s direction and under Customer’s management, control, and supervision.

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

ARTICLE II. TERM

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

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

ARTICLE III. NATURE AND SCOPE OF SERVICES

3.1 Staffing Services. Amergis will use its best efforts to recruit, screen, onboard, and assign Personnel to Customer as described herein and any applicable Statement of Work to perform Work under Customer’s management and supervision at a school Work Site or another Customer-controlled environment. Customer will direct, oversee, and supervise the Work performed by such Personnel. Customer is responsible for ensuring that the Work it directs Personnel to perform is appropriate under applicable scope-of-practice laws and professional standards.



3.2 Onboarding Requirements. Amergis will onboard Personnel consistent with the criteria detailed in Attachment “B”.

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

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

ARTICLE IV. WORK, WORK SITE REQUIREMENTS AND OBLIGATIONS

4.1 Plan Implementation. Customer is responsible for directing and supervising the Work provided by Personnel to students, including any students with medical disabilities. Customer will make available to Personnel, and upon request to Amergis, the applicable Plan(s). Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

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

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

4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer’s requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties



of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

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

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

4.7 Out of School and Off-Site Work. Customer must submit any request for Personnel to perform Out of School and Off-Site Work in advance and in writing, and such Work may not be performed unless and until Amergis provides written approval. For any approved Out of School or Off-Site Work, Customer is solely responsible for overseeing and directing Personnel placement, providing all necessary supplies and resources at its own expense, and maintaining a safe working environment. Customer accepts responsibility for any incidents arising out of the Out of School or Off-Site Work. Customer accepts responsibility for incidents arising out of the Out of School or Off-Site Work to the extent such incidents arise from the Customer's direction, supervision, control, or failure to provide a safe working environment.

4.8 Notification of Incidents and Claims. Customer agrees to notify Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Failure to provide notice within forty-eight (48) hours shall not relieve the indemnifying party of its obligations hereunder except to the extent the indemnifying party can demonstrate material prejudice directly resulting from such failure.



ARTICLE V. HIRING OF PERSONNEL

5.1 Conversion. The Parties acknowledge and agree that: (i) the primary purpose of this Agreement is for Amergis to provide supplemental staffing Services, not direct hire services, to Customer; and (ii) Amergis invests significant resources in recruiting candidates and onboarding, training, and employing Personnel. Accordingly, if Customer, or any of its affiliates, subsidiaries, or agents, elects to directly hire any candidate or Personnel introduced by Amergis, Customer agrees to pay Amergis a fee in accordance with the table below ("Conversion Fee"), unless such hire occurs at least twelve (12) months after the later of: (i) the last interview of a candidate by Customer under this Agreement, or (ii) the last shift worked by the Personnel under this Agreement.

The Parties further acknowledge and agree that the Conversion Fees are intended to reasonably approximate Amergis' costs associated with recruiting candidates and onboarding and placing Personnel, and are not intended to be a penalty or to restrict employment opportunities. Rather, they serve as a fair reimbursement for the business-related expenses incurred by Amergis in connection with the engagement of candidates and Personnel.

Tier 1	School Aide/Behavior Aide and similar roles
Tier 2	Special Education Teacher, General Education Teacher, RN, LPN, CNA, Social Worker, SLP, PT, OT, COTA, PTA, Teacher for Deaf and Hard of Hearing, Orientation and Mobility Specialist, School Psychologist, Teacher for Visually Impaired, Sign Language Interpreter and similar roles

Tier 1:

Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 180 hours	25% of annualized starting salary
Between completion of 181 and 360 hours	20% of annualized starting salary
After completion of 361 and 540 hours	15% of annualized starting salary
After completion of 541 and 720 hours	10% of annualized starting salary
After completion of 721 hours	0% of annualized starting salary

Tier 2:

Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 280 hours	25% of annualized starting salary
Between completion of 281 and 560 hours	20% of annualized starting salary
After completion of 561 and 840 hours	15% of annualized starting salary
After completion of 841 and 1,350 hours	10% of annualized starting salary
After completion of 1,351 hours	0% of annualized starting salary



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

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

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

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

Invoicing E-mail:
Invoicing Contact:
Invoicing Address:

6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Amalgis' preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. Amalgis reserves the right to accept or deny payment via credit card on a case-by-case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amalgis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amalgis of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

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



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

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

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

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

6.8 Reimbursement for Travel Expenses. The Bill Rates herein are inclusive of per day or per diem allowances for lodging, meals, and/or incidental expenses incurred when traveling to be paid by Amergis to Personnel whose primary residence is greater than fifty (50) miles from the Customer Worksite where such Personnel perform Work (“Travel Personnel”). Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

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

7.2 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party’s policies and procedures. A



conflict of interest occurs when a Customer, employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. PER DIEM SERVICES

8.1 Per Diem Personnel. If Customer requires short-term, shift-based, or as-needed assignments ("Per Diem Personnel"), Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis in writing.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

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

ARTICLE IX. ADDITIONAL OFFERINGS

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

9.2 Sunburst. The Parties may agree to utilize Amergis' in-house workforce solution, Sunburst Workforce Advisors, LLC ("Sunburst"), by mutual written agreement ("MSP Opt-In"), after which Attachment "C" shall take effect and govern the scope of work for the managed service provider offering ("MSP"). For the purpose of this section, email correspondence between the Parties indicating mutual intent to utilize Sunburst shall be sufficient to effectuate the MSP Opt-In. In absence of such MSP Opt-In, Attachment "C" shall not take effect.

9.3 Amergis Teletherapy Services. If Customer requests that Personnel perform remote Work through a teletherapy platform, Customer may request in writing (email suffices) that such Personnel utilize the Amergis Teletherapy Platform for the delivery of the remote Work. Upon such election, the Amergis Teletherapy Platform Addendum, attached hereto as Attachment "D", shall automatically apply. If Customer elects not to utilize the



Amergis Teletherapy Platform, Attachment “D” shall not apply and shall have no force or effect. If Customer directs Personnel to perform remote Work, but does not elect to utilize the Amergis Teletherapy Platform, Customer shall be solely responsible for providing and supporting any teletherapy equipment, systems, and platform access for remote Personnel, as well as ensuring the secure transfer, maintenance, and handling of any student or service records necessary for remote service delivery.

ARTICLE X. INSURANCE

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

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

ARTICLE XI. INDEMNIFICATION

11.1 Indemnification by both Parties. Subject to any and all limitations, exclusions, and notice requirements of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the constitution of the State of Oregon, Amergis and Customer shall be responsible for their own acts and those of their respective officers, employees, or agents. Amergis and Customer agree that they will hold harmless, waive, release, indemnify, defend, and discharge each other from all liability and claims arising from each party’s own acts and omissions. The parties agree to this defense and indemnification to the fullest extent allowed by law, which includes liability and claims arising from negligent acts or omissions. Each party agrees to have adequate general liability coverage to cover any tort claim that could arise from this agreement.

11.3 Indemnification Procedures. Intentionally omitted.

ARTICLE XII. LIMITATION OF LIABILITY

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

12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO AMERGIS BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED



DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XIII. DISPUTE RESOLUTION

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

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

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

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

14.1 Confidentiality.

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



- (b) Disclosure of Amergis/Customer Partnership.** From time to time, Amergis lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Amergis may disclose the partnership between Amergis and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Amergis /Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.
- (c) Student Information.** In the event that Amergis receives student information, which may include student financial or medical information (collectively "Student Information"), Amergis shall not disclose any Student Information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Amergis may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of Services under this Agreement. If Amergis is provided access to students' records, Amergis shall limit its Personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education Records for the length of time necessary to meet Amergis' contractual and legal commitments.

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

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

14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking



mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Amergis customers, so as to be non-specific to any individual Customer.

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

ARTICLE XV. TERMINATION

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

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

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

ARTICLE XVI. GENERAL TERMS

16.1 Amergis Subcontracting. Amergis may subcontract this Agreement upon written notice to Customer.

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

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

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

16.5 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Amergis, and such consent will not be unreasonably withheld. Amergis may assign this Agreement without



consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Amergis, and/or (iii) a name change by Amergis.

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

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

Eagle Point School District
11 N Royal Ave,
Eagle Point Oregon 97524

Amergis Healthcare Staffing, Inc.
7223 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to: contracts@amergis.com

ATTN: Gwen Swearingen

COPY TO:
Amergis Healthcare Staffing, Inc.
10220 SW Greenburg Rd, Suite 570, Portland,
OR, 97223, United States of America
ATTN: Lucas Jernigan

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

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

16.10 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1, Section 16.3, and Attachment(s).



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



Customer and Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

EAGLE POINT SCHOOL DISTRICT

AMERGIS HEALTHCARE STAFFING, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date



ATTACHMENT "A"
STATEMENT OF WORK

- 1. Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide Services to Customer, with such Work provided by Personnel under Customer's management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer's request for supplemental Personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.
- 2. Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.
- 3. Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing.
- 4. Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate \$ (per hour)
School Psychologist	\$105.00
School Psychologist (Remote)	\$95.00
Speech Language Pathologist	\$105.00
Speech Language Pathologist (Remote)	\$85.00
Speech Language Pathologist Assistant	\$70.00
Occupational Therapist	\$105.00
Occupational Therapist (Remote)	\$85.00
Certified Occupational Therapy Assistant	\$70.00



Physical Therapist	\$100.00
Physical Therapist Assistant	\$70.00
School RN	\$85.00
LPN	\$65.00
Teacher for the Deaf and Hard of Hearing	\$95.00
Teacher for the Visually Impaired	\$95.00
Special Education Teacher	\$88.00
General Education Teacher	\$75.00
BCBA	\$105.00
Sign Language Interpreter	\$85.00
Sign Language Interpreter (Remote)	\$75.00
School Counselor / Social Worker	\$75.00
Behavioral Aide	\$48.00
School Aide	\$45.00
Speech Aide	\$33.00

5. **Out of School Time and Off-Site School Time.** Rates charged for Work rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.
6. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).



7. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, Weekend Rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.
8. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
9. **Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Bill Rate for such hours, unless applicable state law requires a different multiplier.
10. **Mileage.** For Personnel required to use their automobiles to travel to different FACILITY locations to perform the services under this Agreement, AMERGIS shall bill FACILITY for mileage reimbursement equivalent to the existing allowable IRS rate per reimbursable mile incurred on behalf of FACILITY (other than for travel from home to office and return).
11. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

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

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

11 N Royal Ave
Eagle Point, OR 97524

13. **Invoicing.** Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:
14. **Changes.** The Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.
15. **On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the "On-Call Hourly Rate" as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.
16. **Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the



Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.



ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

- 1. For all Personnel submitted to Customer under the Agreement, Amergis will:**
 - a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Verify current license, registration, or certification for the Services to be provided, if applicable to role;
 - c. Verify relevant professional and specialty experience, as requested by Customer;
 - d. Confirm Personnel are authorized to work;
 - e. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry;
 - f. Verify skills checklist of competencies for the position and exam;
 - g. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations.
- 2. Upon written request by Customer, Amergis will provide Customer with the following:**
 - a. Reasonable proof of previous employment;
 - b. Education verification.
- 3. Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



ATTACHMENT "C"
WORKFORCE SOLUTION ADDENDUM

This Workforce Solution Addendum ("Addendum") takes effect as of the date of the MSP Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

1. **Scope of Services.** Customer wishes to utilize Amergis Healthcare Staffing, Inc.'s workforce solution, Sunburst ("MSP"), to centralize and consolidate the management Services of its temporary school-based professionals ("Contract Workers"). Customer agrees that all providers of Services ("Staffing Suppliers") inquiring to provide healthcare-related, school-based Services ("Staffing Services") to Customer will be overseen by MSP. Customer shall notify incumbent Staffing Suppliers 1) to work with MSP to obtain necessary program information and onboarding documentation from MSP; and 2) that all communication regarding day-to-day activity and will be conducted between MSP and Customer. MSP will establish a program management team consisting of MSP personnel to be Customer's central point for all matters relating to Customer's staffing needs.
2. **MSP Services.** The MSP Services provided by MSP to Customer will generally consist of:
 - a. Identifying strategic Staffing Suppliers for Customer's educational, healthcare and administrative staffing needs;
 - b. Contracting with Staffing Suppliers;
 - c. Providing a web-based application software program ("System") to automate the process by which Contract Workers are requisitioned from Staffing Suppliers;
 - d. Onboarding Contract Workers and providing assignment details;
 - e. Coordinating with Customer regarding Staffing Suppliers;
 - f. Verifying each Staffing Supplier has uploaded onboarding documentation;
 - g. Maintaining accurate and complete statuses; and
 - h. Validating submission of electronic timecards.
3. **Purchasing Agent.** MSP will act as Customer's purchasing agent. As Customer's purchasing agent, MSP will enter into Staffing Supplier Agreements with Staffing Suppliers to Provide Services to Customer under terms that are substantially the same as those in the Education Master Services Agreement.
4. **Onboarding and Orientation.** MSP will participate in a review of all Staffing Supplier work progress and satisfaction of any onboarding and orientation requirements set forth in the Education Master Services Agreement, which may be updated/modified by Customer in the System.
5. **Rates.** Charges will be based on a Customer approved hourly bill rate at the time an order for Contract Worker(s) is posted via the System. Bill rates are subject to change at time of order posting based on Customer Approval. Customer and MSP reserve the right to add additional modalities/positions if needed and agreed upon. All orders for Contract Workers will be submitted through the System.
6. **Incident Reporting.** Customer agrees to notify MSP of any incident involving Contract Workers within forty-eight (48) hours of its occurrence. Customer agrees to provide MSP with documentation of any investigation conducted related to Contract Workers and/or the Services.



7. **Consolidated Invoices.** All Staffing Supplier invoices are consolidated as a part the MSP Services. MSP will issue consolidated invoices to Customer on a weekly basis (or on a less frequent basis if requested by Customer). Customer will remit payment for uncontested invoices in a timeframe consistent with the Education Master Services Agreement.
8. **Taxes.** Bill Rates do not include any applicable Transaction Taxes. Customer is responsible for any applicable Transaction Taxes and, if applicable, shall pay or reimburse MSP for Transaction Taxes as a result of, relating to, or in connection with this Addendum (including with respect to Transaction Taxes required to be forwarded by MSP to Staffing Suppliers in connection with their provision of Services). If Customer provides MSP with a tax exemption certificate in accordance with local laws that covers the MSP Services provided by MSP, MSP will not collect Transaction Taxes if the tax exemption certificate is valid. The rates paid to Suppliers for Travel Personnel include amounts to reimburse Suppliers for Travel-Expense Payments made to Travel Personnel. Suppliers shall provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.
9. **MSP Fee.** MSP will provide MSP Services at no direct cost to Customer. MSP's administrative fee for MSP Services will be funded by participating Staffing Suppliers.
10. **Aggregate Statistical Usage.** Customer acknowledges and agrees that MSP will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Customer acknowledges and agrees that MSP shall have the perpetual right to use and disclose the data collected relating to the Services, in any manner, as long as any data collected is done on an aggregate basis, with Customer's data aggregated so as to be non-specific to Customer or including any personally identifiable information of an individual.



ATTACHMENT "D"
AMERGIS TELETHERAPY PLATFORM

This Telehealth Platform Addendum ("Addendum") takes effect as of the date of the Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

1. **Access.** Subject to Customer's compliance with the terms herein, Amergis may, in its sole discretion, provide certain Teletherapy Personnel on assignment with Customer access to a third-party browser-based teletherapy platform ("Teletherapy Platform") for use with Customer's students. Customer and Amergis acknowledge and agree that the Teletherapy Platform serves a legitimate educational interest, including supporting instruction and permitted remote telehealth assessments and documentation of student progress.
2. **Equipment.** Customer will be responsible for providing students with a secure device to access the Teletherapy Platform (computer, tablet, or similar device with working webcam and microphone) and internet access (together, "Device").
3. **Misuse.** Amergis is not responsible for the misuse of the Device or Teletherapy Platform by Customer or its students.
4. **Transfer of Educational Records.** Customer acknowledges and agrees that certain reports or similar documents generated by the Teletherapy Platform ("Teletherapy Records") may be classified as educational records under the Family Educational Rights and Privacy Act (FERPA).

Amergis will use commercially reasonable efforts to facilitate the transfer of Teletherapy Records to Customer. Customer will establish and maintain a Secure File Transfer Protocol (SFTP) or equivalent secure transmission method that meets or exceeds prevailing industry standards for the protection of Teletherapy Records. Amergis is not responsible for any data security vulnerabilities or breaches arising from the transmission method selected or maintained by Customer. Customer will remain responsible for responding to and complying with applicable law regarding all requests to access educational records, including the Teletherapy Records.

5. **Permissible Use.** Amergis will access, use, view, store, maintain, or otherwise process Teletherapy Records solely to the extent reasonably necessary to: (i) support the provision of the teletherapy Services by Teletherapy Personnel; (ii) facilitate the secure transfer of the records to Customer; and (iii) comply with applicable laws and regulations and its internal policies regarding record retention (collectively, "Permissible Use").

Amergis will not process Teletherapy Records for any purpose outside the scope of Permissible Use, including, without limitation, selling, licensing, or sharing such records with unauthorized third parties. Amergis has no obligation to Customer to retain the Teletherapy Records, and makes no guarantees to Customer regarding the retention of the Teletherapy Records.

6. **Standard of Care.** Amergis will protect the systems processing the Teletherapy Records in accordance with reasonable commercial practices and will use safeguards no less protective than those used to secure Amergis' own data of a similar type.

**6.C.9. Approval of Master Service Agreement for Substitute Services
– Edustaff, LLC**

Eagle Point School District 9 Board of Directors Information Sheet

Date:	<u>August 26, 2026</u>	Presented By:	<u>G. Swearingen</u>
Subject:	<u>Approval of Master Service Agreement for Substitute Services – Edustaff, LLC</u>	Attachment(s)	<u>Yes</u>

Information

BACKGROUND

Eagle Point School District (“District”) utilizes Edustaff, LLC (“Edustaff”) as its third-party provider for substitute staffing services. Edustaff provides the District with a centralized mechanism for recruiting, onboarding, employing, and assigning substitute personnel to meet temporary staffing needs throughout the District.

Under this model, substitute personnel are employees of Edustaff rather than employees of the District. Edustaff serves as the employer of record and is responsible for employment-related administration of its substitute workforce, while the District identifies its staffing needs and utilizes qualified substitute personnel available through the service.

Contracted substitute services provide the District with access to a broader substitute workforce while reducing the administrative responsibilities associated with recruiting, onboarding, payroll, and other employment-related functions. These services support continuity of instruction and District operations when regular employees are absent or temporary coverage is otherwise required.

PROCUREMENT

For FY2026-27, Eagle Point School District is utilizing the Edustaff Educational Staffing Services Master Agreement competitively procured by Medford School District through a cooperative procurement. Utilizing the cooperative contract allows the District to access third-party substitute staffing services under a procurement that has already been competitively solicited rather than conducting a separate solicitation for the current fiscal year.

While the cooperative procurement provides an appropriate mechanism for FY2026-27 services, administration believes it is appropriate to independently evaluate the substitute staffing market and available service models for future years.

Beginning in January 2027, administration plans to evaluate and initiate a Request for Proposal (RFP) process for third-party substitute staffing services. The competitive process will provide the District an opportunity to evaluate providers based on factors including pricing, substitute recruitment and retention, fill rates and workforce availability, administrative support, service delivery, provider qualifications, and overall value to the District.

The District's objective is to maintain reliable substitute coverage while ensuring that future contracted services are competitively procured and provide the best overall value for the District.

LEGAL REVIEW

The Edustaff agreement has been reviewed by District legal counsel. Administration worked with legal counsel to evaluate the agreement and evaluate the liability, insurance, indemnification, and other contractual terms.

FISCAL IMPACT

Actual expenditures for substitute services will depend upon District staffing needs, employee absences, substitute availability, the number and duration of assignments, and the applicable rates established under the agreement.

For FY2026-27, the District's contracted rate for a standard certified substitute increased by 24.4% over the prior year (\$284.94 to \$354.39). Given the significance of this increase and the District's overall utilization of substitute services, administration will closely monitor substitute expenditures during the fiscal year. The increase is also a significant factor in the District's decision to evaluate a competitive RFP process beginning in January 2027.

Expenditures for substitute staffing services are included within applicable authorized District budgets and will be charged based upon the position, program, and funding source associated with each substitute assignment.

DESCRIPTION OF ATTACHMENTS

Exhibit A: Amendment to the Current Master Agreement, FY 2026-27 Eagle Point School District

Exhibit B: Educational Staffing Services Master Agreement, Medford School District Cooperative Procurement Documentation

RECOMMENDATION

Administration recommends approval of the FY2026-27 agreement with Edustaff for third-party contracted substitute staffing services.

Approval will allow the District to maintain continuity of substitute services during FY2026-27 through the Medford School District cooperative procurement while administration monitors the financial impact of the increased rates and prepares to evaluate the market through a competitive RFP process for future substitute staffing services.

BOARD ACTION REQUIRED

Suggested Motion:

“I move to approve the FY2026-27 agreement with Edustaff for third-party contracted substitute staffing services as presented and authorize the District Clerk or Deputy District Clerk to administer the agreement within authorized budget appropriations.”

Amendment to the Current Master Agreement

Current Agreement: Edustaff, LLC ("Edustaff") and Eagle Point School District 9 ("Client") acknowledge that Edustaff and Medford School District entered an Educational Staffing Services Master Agreement dated July 1, 2020 ("Master Agreement") and that Client was made a party to said Master Agreement via Exhibit C executed by Edustaff and Client, dated January 4, 2021. By signing this addendum, Client and Edustaff agree to amend the Master Agreement as follows:

Contract Term:

SECTION 3: TERM OF AGREEMENT AND TERMINATION shall be amended as follows:

The term of the Master Agreement shall be extended to June 30, 2027, unless otherwise terminated as provided hereunder.

All other terms and conditions of the Master Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of the last signature below.

Client:

By: _____
Name: _____
Its/Title: _____
Date: _____

Edustaff, LLC

By: _____
Name: _____
Its/Title: _____
Date: _____

Educational Staffing Services Master Agreement

2 Party Agreement between EDUStaff and School District

THIS AGREEMENT ("Agreement") is entered into and made effective July 1, 2020, between EDUStaff, LLC ("EDUStaff"), a Michigan limited liability company with its principal place of business located in Grand Rapids, Michigan and Medford School District ("Client"), with its principal offices in Medford, Oregon.

RECITALS

WHEREAS, EDUStaff is a private company engaged in the business of providing educational staffing services to educational institutions, with the resources, expertise, training, capacity and qualifications to perform the services contemplated under this Agreement;

WHEREAS, Client is a Public School District authorized under Sections 332.072 and 332.505 of the Oregon Revised Statutes ("ORS") to enter into agreements with other public or private entities for the purpose of securing independent contractors to carry out Client's general powers and functions.

WHEREAS, Client wishes to retain EDUStaff to provide educational services to Client as set forth in Section 2 (Description of Services) and Exhibit A (Scope of Services).

WHEREAS, the Services to be provided under this Agreement were procured through a cooperative procurement under ORS 279A.200 through 279A.225, and Client and EDUStaff desire to allow for surrounding public school districts to participate in this cooperative procurement on the same terms, conditions and prices set forth in this Agreement;

NOW, THEREFORE, EDUStaff and Client agree as follows:

SECTION 1: RELATIONSHIP OF PARTIES

A. DEFINITION OF CLIENT & SUPPLIED STAFF

The term "Client" refers to the Public School District listed above that engages the services that EDUStaff is providing to Public School District.

The term "Supplied Staff" refers to the EDUStaff employee(s) or subcontractors whom EDUStaff has assigned to perform services for Client under this Agreement.

B. RELATIONSHIP BETWEEN CLIENT AND EDUSTAFF

EDUStaff will act solely as an independent contractor retained by Client to perform the educational services identified in this Agreement. Nothing in this Agreement shall create or imply an agency relationship between EDUStaff and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. EDUStaff is the sole employer of Supplied Staff and Client shall not be

deemed or considered to be an employer or joint employer of Supplied Staff for purposes of any services performed pursuant to this Agreement. EDUStaff will furnish all labor necessary to perform the work described in this Agreement, and shall solely control the means, manner and method of performance; provided, however, that Client shall retain the right to specify the desired results of the services performed or to be performed. Should Client have any issues or concerns with Supplied Staff or the services they provide, Client shall have the right to notify EDUStaff of those issues or concerns and make recommendations or suggestions to resolve them. EDUStaff, however, exclusively retains all rights and responsibilities inherent in the employment relationship, including but not limited to, the right to hire, fire, discipline, supervise and otherwise control the terms and conditions of employment. EDUStaff also has sole responsibility for payment of wages and benefits, withholding and payment of any applicable local, state or federal taxes, payment for workers' compensation protection, unemployment insurance taxes and other employer obligations. Should any individual or entity assert a claim against Client for any liability associated with payment of salaries, wages, benefits, payroll or other taxes related to Supplied Staff during the time they were employed by EDUStaff, Client shall immediately notify EDUStaff, and EDUStaff shall defend the Client at its sole expense, and shall indemnify Client against any and all liability or damages associated with any such claim.

C. RELATIONSHIP BETWEEN EDUSTAFF AND SUPPLIED STAFF

EDUStaff will be the sole employer of Supplied Staff, who are "at will" employees of EDUStaff. EDUStaff will assign Supplied Staff to perform the services described in Exhibit A for Client in accordance with the terms of this Agreement. EDUStaff shall have sole and exclusive responsibility for all costs and charges attributable to the Supplied Staff, including but not limited to:

- a) All wage payments, which must be not less than the salary/daily rate/hourly wage earned in the District during the 2020-21 fiscal year
- b) All applicable state and federal employment taxes and costs
- c) All applicable premium costs for insurance coverages and programs applicable to Supplied Staff
- d) All expenses incurred by Supplied Staff

D. RELATIONSHIP BETWEEN CLIENT AND SUPPLIED STAFF

While providing services to Client, Supplied Staff shall be deemed employees of EDUStaff and shall be managed and controlled by EDUStaff as their employer. EDUStaff's Supplied Staff are not eligible for any Client wages, benefits or contract privileges (including but not limited to any collective bargaining agreements), nor are they covered by laws or programs applicable exclusively to public employees, including but not limited to the Oregon Accountability for Schools for the 21st Century Law or the Oregon Public Employees Retirement System. Furthermore, Client may not directly pay, compensate or promise any remuneration to Supplied Staff. Supplied Staff may not receive mileage, conference fees, training expenses, or other similar expenses from Client. Client has the right to remove an EDUStaff employee or Supplied Staff who violates the Client's policies, rules and/or procedures from the Client's premises and/or from the Client's school activities. If Client chooses to utilize Supplied Staff in a capacity for which the individual is not approved by EDUStaff, Client automatically accepts any liability arising in whole or in part from Supplied Staff's performing such functions, and Client will hold harmless EDUStaff from any claims arising therefrom, including actual attorney fees.

EDUStaff's employees and agents shall not be considered agents or employees of Client for any purpose and no such employees or agents are entitled to any of the rights, compensation or other benefits which Client may provide its own employees or which Client may be obligated to provide under Section 342.610 of the Oregon Revised Statutes.

E. PLACE OF WORK

Client shall provide sufficient workspace and a safe working environment for Supplied Staff to allow the successful performance of services by EDUStaff's Supplied Staff. Client will provide EDUStaff with information about, and copies of, any policies or procedures with which Supplied Staff will be expected to comply.

SECTION 2: DESCRIPTION OF SERVICES

A. PERFORMANCE OF SERVICES

EDUStaff will provide the educational services described in Exhibit A (Scope of Services) for the pricing described in Exhibit B (Pricing). Either EDUStaff or Client may propose a change to Exhibit A or B, or propose additional documents to be included as exhibits to this Agreement. Any such modifications must be mutually agreed upon in writing between the Parties prior to implementation.

EDUStaff will recruit, screen, interview, select, hire, train and assign qualified employees to provide services to Client under this Agreement. Supplied Staff assigned by EDUStaff to perform services under this Agreement for the Client shall, where applicable, be fully certified, licensed, approved and otherwise qualified to perform the functions assigned to and in conformance with the provisions of Oregon law, including but not limited to Oregon's teacher licensing requirements as set forth in ORS §342.121 *et seq.* EDUStaff warrants that Supplied Staff have completed EDUStaff's screening and formal training process, provided required employment documentation, and fulfilled certification requirements for applicable positional placements. EDUStaff will not furnish any personnel to the Client who would be ineligible for employment by the Client if that person were instead employed directly by the Client under the above laws and statutes.

EDUStaff agrees that it will require Supplied Staff to comply with Client's policies and procedures that have been adopted by Client's Board of Directors, as amended and published from time to time, to the extent applicable to the performance of services under this Agreement, including but not limited to policies regarding non-discrimination; sexual harassment; corporal punishment; child abuse and neglect reporting; confidentiality of student records; administration of medication of pupils; disability accommodation; communicable diseases; blood borne pathogens; alcohol and controlled substances; and electronic communications and copyright. Client's policies and procedures are available at Client's website and are updated when and if new policies are adopted or existing policies are amended. In the event Supplied Staff is alleged to have violated a Client policy, Client will immediately notify EDUStaff and EDUStaff will promptly investigate and take appropriate action.

Nothing in this Agreement prevents Client from barring Supplied Staff from the premises or requesting EDUStaff to remove Supplied Staff; however, Client's right to determine who is permitted on its property

shall not affect EDUStaff's sole discretion to hire, assign, reassign, discipline and/or terminate Supplied Staff.

B. CRIMINAL BACKGROUND CHECKS

Pursuant to the requirements and authority of ORS §§ 342.143 and 342.223, EDUStaff shall cooperate fully with the Client to ensure that fingerprints are obtained and a criminal records check through the Oregon Department of State Police, as well as a criminal records check through the Federal Bureau of Investigation, has been conducted with regard to all persons assigned by EDUStaff under this Agreement to work in any of the Client's facilities or at program sites where the Client delivers educational programs and services. EDUStaff shall ensure that all individuals it may assign under this Agreement take all necessary steps of filling out all necessary paperwork and paying all necessary fees (for the criminal records checks, fingerprinting, and ICHAT checks) to comply with ORS §§342.223 and 342.143, and any record keeping requirements of the Oregon Department of State Police.

EDUStaff will provide an electronic system for Client to "green light/red light" eligible contracted staff. EDUStaff will comply with this system as part of assigning any contracted staff under this Agreement. Client shall ensure that the individual has completed all applicable necessary "CHRI" requirements contained within ORS §§342.223 and 342.143. Client shall not "green light" any contracted staff for EDUStaff if such person has been convicted of any of the following offenses:

- (a) Any crime listed in ORS §342.143(3)
- (b) An attempt to commit a crime listed in ORS § 342.143(3)(A);
- (c) A crime involving the illegal use, sale, or possession of a controlled substance under the laws of any State or of the United States;
- (d) Any crime of the United States or another State that is substantially similar to those enumerated in (a) and (b) above;
- (e) A crime described in ORS §§ 475B.010 to 475B.395;
- (f) Any other offense that would, in the judgment of the Client, create a potential risk to the safety and security of students serviced by the Client or employees of the Client.

Client shall also not "green light" any contracted staff for EDUStaff if such person has had a teaching, personnel service, or administrative license revoked in another jurisdiction for a reason that is substantially equivalent to a reason described in ORS § 342.175, and the revocation is not subject to further appeal.

C. COOPERATION WITH OPERS REPORTING

To enable Client to comply with its reporting obligations under the Oregon Public Employees Retirement Act (known as "OPERS"), EDUStaff (1) shall promptly notify Client in writing when EDUStaff becomes aware that a Supplied Staff member is a retiree entitled to OPERS benefits; and (2) shall provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for Client to report on a schedule and in such manner as may be determined from time to time by OPERS. In order to comply with this obligation, EDUStaff shall ask Supplied Staff whether they are retirees who now or in the future will be entitled to benefits under OPERS. Neither Client nor EDUStaff shall be held liable for any false answers provided by the individual employee.

Client will not seek indemnification from EDUStaff for any liability it may incur under OPERS for false information provided by Supplied Staff to EDUStaff or Client or both.

D. PERFORMANCE & INFORMATIONAL SHARING GUARANTEE

EDUStaff agrees that the Supplied Staff will perform all required services in a manner consistent with generally accepted proficiency and competency for the type and nature of services rendered. The Client shall communicate promptly to EDUStaff any performance failure, and EDUStaff will make every reasonable effort to address all issues within ten business days. Any issues that are unresolved to Client's satisfaction within ten days shall allow Client to terminate this Agreement.

In the event this Agreement is terminated between the parties, to the extent allowed by law, EDUStaff shall supply to Client any information about the Supplied Staff that Client may require to properly execute any remaining state reporting requirements and that Client may require to transition to a successor contracting supplier.

E. AFFORDABLE CARE ACT

EDUStaff and Client agree that EDUStaff is intended to be the common law employer of Supplied Staff for purposes of the Patient Protection and Affordable Care Act of 2010, as amended, and its implementing regulations and regulatory guidance ("Affordable Care Act"). EDUStaff and Client further agree:

- **Offer of Health Care Benefits** EDUStaff and Client intend to satisfy the requirements of Treasury Regulation 54.4980H-4(b)(2) under which an offer of group health coverage by EDUStaff is deemed to be an offer of group health coverage by Client for all purposes of Section 4980H of the Internal Revenue Code. As a result, EDUStaff will offer each Supplied Staff the opportunity to enroll in a group health plan that constitutes "minimum essential coverage" as defined in Section 5000A(f) of the Internal Revenue Code as of the first day of the month following the completion of a 30-day waiting period. In the event that a Supplied Staff enrolls in the group health plan offered by EDUStaff, Client will be charged an additional fee as described in Exhibit B.
- **Reporting** To the extent permitted by law, EDUStaff will report the Supplied Staff as common law employees of EDUStaff in reports that EDUStaff files under Sections 6055 and 6056 of the Internal Revenue Code. However, if Client is deemed the common law employer of Supplied Staff, EDUStaff will share information necessary with Client in order for Client to complete reports that Client must file under Section 6056 of the Internal Revenue Code.
- **Indemnification** EDUStaff will indemnify and defend Client against any assessable payments imposed on Client with respect to Supplied Staff that are classified as "Classroom-based Substitute Staff" under Section 4980H(b) of the Internal Revenue Code. Other than described in the previous sentence, EDUStaff is not responsible for any assessable payment with respect to Supplied Staff imposed on Client under Section 4980H of the Internal Revenue Code.

SECTION 3: TERM OF AGREEMENT AND TERMINATION

This Agreement shall commence on the Effective Date identified in the first paragraph of this Agreement and remain in full force for a 3 year period unless terminated earlier as provided in this Section.

This Agreement shall supersede and replace any 2 Party Agreement in place between EDUStaff, the Client, or any Constituent School District or Education Service District that is already in force.

Either party may terminate this Agreement for any reason or for no reason upon sixty (60) days written notice to the other party. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement immediately by giving written notice of termination to the breaching party. In the event of termination, Client will pay EDUStaff for all of the work performed up to the date of termination. Provisions in this Agreement related to indemnification, insurance, liability, confidentiality, and intellectual property shall survive any termination of the Agreement.

The parties may mutually agree to extend the term of this agreement for up to two (2) additional periods of one (1) year each, with a simple extension addendum executed by the parties and identifying this agreement, the parties, and its original termination date, and specifying the length of the extension.

SECTION 4: INVOICE AND PAYMENT

A. AMOUNT OF SERVICE FEES

Client will pay EDUStaff for the services provided under this Agreement, as specified in Exhibit B (Pricing).

B. INVOICE PROCEDURES AND PAYMENT OF SERVICE FEES

EDUStaff shall invoice Client bi-weekly for all applicable charges for the billing period. The invoice shall itemize the service rendered and the dates of service. These invoices shall be emailed to the Client-designated contact by Tuesday noon following the applicable billing period. The invoice shall be in the form of a "PDF" document for auditing and an "Excel" document for internal accounting integration. The invoices shall contain the information and detail reasonably required by Client to determine the invoices are accurate and to satisfy reasonably prudent auditing and accounting practices.

Client agrees to pay all undisputed invoices (as billed and/or approved) via ACH bank transactions initiated by EDUStaff prior to the close of business on the first Wednesday following the date of receipt of invoice by Client. Any mutually agreed upon adjustments to an invoice will be applied in the next invoice cycle. In the event of a non-funded or rejected ACH transaction, EDUStaff reserves the right to require a same day payment in the form of a wire transaction from the Client. In the event of chronic non-funded or late transactions, EDUStaff may declare a material breach of this Agreement and terminate the Agreement, at which time all unpaid invoices and all charges for services provided and not yet invoiced shall become due and payable.

SECTION 5: LIABILITY, INSURANCE AND INDEMNITY

A. LIABILITY

EDUStaff shall indemnify, defend and hold harmless the Client, its board members, officers, directors, employees and agents, from and against all liability, damages, fines, causes of action, losses, costs or expenses (including attorney fees) arising from the actions or omissions by EDUStaff, its agents or employees (including Supplied Staff). In the event liability is incurred by Client in part from the acts or

omissions of EDUStaff, its agents or employees, EDUStaff will be responsible for payment of its proportionate share of the damages and attorney fees in proportion to the respective percentages of fault giving rise to such liability.

EDUStaff is responsible for the payment of all taxes that are payable as the employer or contractor of Supplied Staff. EDUStaff further agrees to indemnify and hold harmless the Client for any liability with the Internal Revenue Service or any State tax agency, as well as local laws and regulations regarding the payment of such taxes on wages paid to its employees, including, but not limited to, withholdings for FICA, Medicare, Social Security and income tax. EDUStaff shall indemnify and hold harmless Client and its officers, directors and employees for any claims brought or liabilities imposed against Client, including claims related to workers' compensation, wage and hour laws, employment taxes and benefits. Client shall notify EDUStaff when any such claim has been asserted against Client and Client becomes aware of the applicability of this paragraph. Failure of Client to notify EDUStaff within a reasonable period of time of any such claims shall release EDUStaff from any liability that it may otherwise incur under this paragraph, provided that the delay substantially prejudiced EDUStaff or prevented EDUStaff from rectifying the claim. Client may be held liable for damages that result from the acts or omissions of the Client or its agents.

Nothing in this Agreement shall be construed as accepting any liability by, or imposing any liability on, any person in his or her individual capacity no matter the position or title held by such person.

A. INSURANCE

EDUStaff shall procure and maintain insurance coverage throughout the term of the Agreement as follows:

- **General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- **Umbrella Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) per single occurrence and aggregate over the underlying coverages of General Liability and Workers' Compensation Insurance.
- **Employment Practices Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) per single occurrence and aggregate.
- **Commercial Automobile Liability Insurance** in the amount not less than One Million Dollars (\$1,000,000) covering vehicles owned or leased by EDUStaff and used by Supplied Staff. **Note:** Client is responsible for obtaining insurance that covers Supplied Staff while operating any vehicle in the course of carrying out duties of Client.
- **Workers' Compensation Insurance** from a licensed insurance carrier or approved self-funded claims pool in accordance with and approved by the State of Oregon.

Client shall procure and maintain in effect throughout the term of the Agreement:

- **General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

EDUStaff general liability insurance policies shall contain an endorsement naming the Client as an additional insured, and such insurance shall be primary concerning the acts/omissions of EDUStaff employees. Concerning EPLI insurance, EDUStaff's policy applies in excess of all indemnification and insurance that may otherwise be available to the Client. EDUStaff insurance policies shall also include language requiring Client to be notified in writing at least thirty (30) days in advance of any change or cancellation of the policies. EDUStaff shall provide annually, or upon request, an updated insurance certificate containing coverage categories, limitations, additional insured, policy numbers, coverage dates and underwriting insurance carriers.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

A. EDUSTAFF'S INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

All EDUStaff procedures and process materials are deemed Intellectual Property and/or Confidential Information if identified as "Intellectual Property" or "confidential information." These materials are inclusive of, but not limited to, training materials, process maps and secondary vendor interface procedures. Any documents, whether electronic or otherwise, produced by Supplied Staff while on assignment with the Client are deemed to be the property of the Client and Client shall have rights to use such documents indefinitely.

All information relating to or owned by EDUStaff that is clearly marked as confidential or intellectual property shall be held in confidence by Client and will not be disclosed to any third party or used by Client, except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement, or as may be required by law. EDUStaff acknowledges Client's obligation to comply with the Oregon Public Records Law and other similar disclosure laws, which may affect the ability to withhold Intellectual Property and Confidential Information. Should Client determine that it may be legally obligated to disclose EDUStaff's Intellectual Property or Confidential Information, Client shall provide notice to EDUStaff at least three (3) business days in advance of producing any such Intellectual Property or Confidential Information.

Client's obligation of confidentiality extends for a period of twelve months after the termination of this Agreement. Protection by the Client does not apply to information or documents that are independently developed by Supplied Staff in the course of their work for Client, or information which lawfully becomes part of the public domain, or information which the Client gained knowledge or possession outside of any disclosure by or on behalf of EDUStaff. After the termination of this Agreement, EDUStaff may submit a written request to Client for the return of EDUStaff's confidential information or intellectual property. Client will honor that request within 10 business days of the date the request was made unless otherwise prohibited by law.

B. CONFIDENTIAL STUDENT INFORMATION

EDUStaff understands that, in connection with the services provided to Client and to the extent permitted by law, Supplied Staff may have access to confidential student records, including records

protected under the Family Educational Rights and Privacy Act ("FERPA") and the Individuals with Disabilities in Education Act ("IDEA"). EDUStaff acknowledges that any such records will remain under the exclusive control of Client, and will only be disclosed to EDUStaff (or other Supplied Staff) as permitted by law. EDUStaff further acknowledges that, with respect to confidential student records, EDUStaff (and Supplied Staff) are subject to the same laws and regulations governing use and re-disclosure of confidential student records as Client and EDUStaff will comply with such laws and regulations.

The parties acknowledge and agree that EDUStaff (and Supplied Staff) may be subject to penalties for unauthorized disclosure or misuse of confidential student records under applicable law, including but not limited to a prohibition against EDUStaff (or Supplied Staff) from accessing confidential records for a defined period of time. Any such prohibition would constitute a material breach of this Agreement by EDUStaff.

SECTION 7: LEGAL COMPLIANCE

EDUStaff will comply with all federal, state and local laws applicable to EDUStaff, including but not limited to, Chapters 652 and 653 of the Oregon Revised Statutes, the Fair Labor Standards Act, the Immigration Reform Act, non-discrimination laws, and all other applicable laws pertaining to the services provided under this Agreement.

EDUStaff will not discriminate against any applicant. The Parties will not discriminate against Supplied Staff with respect to hire, assignment, or other terms or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin, pregnancy, age, disability, marital status, veteran status, genetic information, or any other characteristic protected by state or federal law. The parties further agree that they will not discriminate against any student or recipient of services under this Agreement due to race, color, sex, religion, national origin, pregnancy, disability or any other characteristic protected by state or federal law. Any breach of this Section will be considered a material breach of the Agreement.

SECTION 8: MISCELLANEOUS

A. ASSIGNMENT

No Party may assign this Agreement, in whole or in part, without the prior written consent of the other Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties, including their respective legal representatives, successors and assigns.

EDUStaff engages secondary vendors to supply certain third party services, such as training and payroll software and services. Utilizing such services is not an "assignment" of this Agreement.

B. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed in all respects by Oregon law, and the venue for any dispute arising out of the interpretation or enforcement of this Agreement shall be the State or Federal courts located in Jackson County, Oregon.

C. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, that provision will be enforced to the extent that it is valid and enforceable, and all other provisions of this Agreement shall remain in full force and effect.

D. FORCE MAJEURE

Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control, which may include without limitation fire, natural disaster, earthquake, war, act of terror, accident or other acts of God.

E. NO WAIVER; MODIFICATION

The waiver by either Party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. All waivers must be in writing, and signed by the Party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the Parties hereto.

F. NOTIFICATION

All notices, consents, approvals, requests and other communications (collectively referred to as "Notices",) required under this Agreement shall be in writing, signed by an authorized representative of EDUStaff or Client and mailed by certified or registered mail, return receipt requested, hand delivered, sent by overnight courier or sent by facsimile or electronic mail transmission to the other party as set forth below:

First Class Mail:
Clark Galloway
EDUStaff, LLC
4120 Brockton SE
Suite 200
Grand Rapids, MI 49512

or

Email (with receipt acknowledgement)
Clark Galloway
Clark@EDUStaff.org

All Notices to Client shall be directed to the Superintendent or his/her designee as communicated to EDUStaff in writing, at Client's administrative office.

Unless otherwise provided in this Agreement, all Notices shall be deemed served upon the date of hand delivery, the day after delivery by overnight courier, the date of transmission by facsimile or electronic mail, or three (3) business days after mailing by registered or certified mail or the earliest of any combination of these. Any Party may, by Notice given under this Agreement, designate any additional or different addresses or recipients to which subsequent Notices should be sent.

G. TAXES

Any taxes and/or fees that arise out of EDUStaff's performance of the Services hereunder shall be the responsibility of EDUStaff.

H. THIRD PARTY BENEFITS

This Agreement is intended solely for the mutual benefit of the Parties hereto and is not intended to benefit any other person or entity. The Parties expressly agree that no other person or entity is a third party beneficiary under this Agreement.

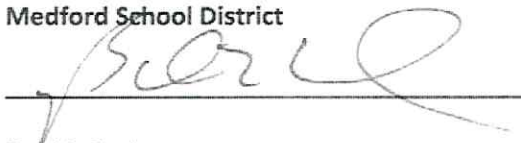
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I. ENTIRE AGREEMENT

This Agreement (which includes Exhibits A & B), constitutes the entire agreement between the Parties with respect to the Agreement's subject matter, and supersedes all prior agreements, proposals, responses to requests for proposal, negotiations, representations or communications relating to the subject matter. The Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

Client: **Medford School District**

By: 

Name: Brad L. Earl

Its/Title: Assistant Superintendent, Operations

Date: May 15, 2020

EDUStaff, LLC:

By: 

Name: Clark Galloway

Its/Title: President/Managing Partner

Date: 5-18-20

Exhibit A: SCOPE OF SERVICES AGREEMENT

This Scope of Services Agreement is referred to in the EDUStaff Master Staffing Agreement as "Exhibit A" and is part of the Master Agreement. By signing this Scope of Services Agreement, the participating educational institution (Client) and EDUStaff agree to the terms of the Master Staffing Agreement and the Responsibilities detailed in this Scope of Services Agreement attached to the Master Agreement.

EDUStaff agrees to:

- **Marketing & Recruiting:** Marketing and recruit qualified individuals for open positions available at Client's worksite. The "Marketing & Recruiting Plan" shall be communicated and approved with the Client on an annual basis with the plan consistently followed throughout the school year.
- **Screening & Hiring:** Properly screen (based on state and Client requirements), reference check, select, hire, and assign qualified individuals to perform the services.
 - **Substitute Teacher Services:** It is the intent of the Parties that the Client shall have no employment responsibilities, including employment supervisory responsibility, for EDUStaff employees assigned to the Client.
 - **All Other Supplied Staff:** EDUStaff shall either hire one of the existing departmental leaders to train and manage contracted staff or rely on the school's departmental site manager for these tasks.
- **Criminal History, Certification, and Required Reference Verification:** EDUStaff shall conform to any state and Client requirements as it pertains to the processing of criminal history, certification/permitting, and any required unprofessional conduct reference verification. Client shall only be involved in this process to the extent that the state regulatory requirements mandate beyond a non-public school employer of supplied staff for the Client.
- **Training:** Supply the following training:
 - **Substitute Teachers:**
 - **Training Modules:** Bloodborne Pathogens, Sexual Harassment, Guide to Substitute Teachers, FERPA Laws, Seclusion & Restraint, Active Shooter, Allergy Management, State & Federal K-12 Laws,
 - **Face to face Training:** 2-hour workshop with emphasis on practical classroom management skills
 - **Ongoing Training:** Monthly distribution of topic-based training videos called "Sub Talk".
 - **Materials:** EDUStaff Policy & Procedures Manual & Classroom Workbook Manual
 - **District-Specific Materials & Training:** Client may attach additional materials or training to our active workshop.
 - **Non-Substitute Teachers:** EDUStaff shall provide non-positional training to include the above needed Training Modules. All "positional specific" training shall be conducted by the Client's assigned site manager.
- **Employer Duties:** Perform all duties of the employer, including, but not limited to, making all wage payments to and applicable wage deductions for and on behalf of EDUStaff's employees and agents providing services under this Agreement, as specified previously in this Agreement. It is the intent of the Parties that EDUStaff shall be the sole employer for all individuals assigned to the Client pursuant to this Agreement.

- **Information & Auditing:** Provide an electronic information file for state informational submission by Client submission and access to desired supplied staff information for certification and criminal history audits. EDUStaff shall supply a database of supplied staff certification and abilities for Client placement needs. EDUStaff will provide itemized invoices to the Client. Invoices shall include job number, person for whom the substitute was secured, the number of hours/days worked and the total amount owed to EDUStaff.
- **Dispatching:** Manage all substitute information in the AESOP (Dispatch) system. AESOP shall be used for primary dispatching of substitute services. Daily, EDUStaff shall monitor and augment AESOP's dispatching placements with additional staff as able until 10:00am for positions still unfilled during the current day.
- **Liability & Injury:** Be responsible for any claims for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against the Client by any EDUStaff employees or, in the event of death, by their personal representatives, as previously noted. Client agrees to assist with initial injury reporting and investigations.
- **All Other Duties:** Perform all duties required pursuant to this Agreement, and any other duties which may be necessary to ensure full performance of the substitute services required by this Agreement, including but not limited to those specific services described in the "Statement of Work" set forth in Section I.B of the RFP issued by Client in connection with the procurement of these services, which is hereby incorporated by reference.

Client agrees to:

- **Initial startup:**
 - Attend initial EDUStaff implementation meeting and subsequent payroll/ process training meeting and provide all appropriate Client contact information necessary to carry out Scope of Services
 - Provide a list of current Client employees or providers who are being terminated/removed in favor of the contracted services being provided by EDUStaff
 - Provide EDUStaff with a copy of all policies and procedures that will apply to Supplied Staff in the performance of services for Client
 - Provide appropriate meeting space and technology access for Client training and contracted staff orientation meetings
- **Communications & Material:**
 - Supply informational material or appropriate access to information to all Supplied Staff, as deemed necessary by Client in order for successful execution of required tasks, such as building or assignment orientation, emergency procedures, etc.
 - Promptly contact EDUStaff in the event any EDUStaff employee or Supplied Staff violates any policy or procedure of Client, or if Supplied Staff is involved in any accidents or injuries
 - Allow for EDUStaff onsite performance evaluations and mediate parental/student interaction with EDUStaff
- **Information Flow Controls:**
 - Follow procedures as outlined by "Payroll Timeline Document"
 - Annually review with EDUStaff policies and rates prior to August 1st for local competitiveness and trends
 - Manage and systemize all non-substitute information and controls in the automated dispatch

system

- **Payment of Services:**

- Pay EDUStaff invoice via EDUStaff-initiated ACH accordance to the payroll processing timeline document, unless otherwise agreed upon within the Master Agreement.
- If applicable, reconcile absences in dispatch system to include proper assigned pay codes for stair step rates and long-term assignments on a timely basis as outlined by the "Payroll Timeline Document"

IN WITNESS WHEREOF, the parties agreed and have accepted the terms of the Master Agreement and this Scope of Services.

Client: **Medford School District 549C**

By:

Name:

Brad L. Earl

Its/Title:

Assistant Superintendent, Operations

Date:

May 15, 2020

EDUStaff, LLC:

By:

Name:

Clark Galloway

Its/Title:

President

Date:

5-18-20

Exhibit B: EDUStaff Pricing Schedule**Employee Classes:****Contract Rate****Classroom-Based Substitute Staff:****25% of Staff Gross Payroll**

- Contract Rate based on payment terms outlined in Master Agreement
- Contract Rate inclusive of Oregon PTO. No PTO costs/payroll billed to Client
- Contract Rate based on Client purchase of mutual use automated dispatching system

Other Substitute Staff (if contracted):

- | | |
|---|---------------|
| • General Admin/Clerical Staff: | Same as above |
| • Food Service / Table-Side Lunchroom Aides | +2% |
| • Event Materials Handling / Aquatic / Security | +3% |
| • Maintenance / Custodial / Mechanical | +6% |

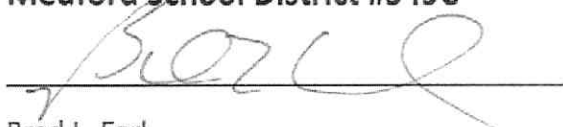
Payment Options: Pricing based on EDUStaff payment Timeline and EDUStaff-initiated ACH transactions. Client may desire different approved invoice payment options:

- +0.5% for Client Pay: 0-15 days from invoice date
- +1.0% for Client Pay: 15-30 days from invoice date

Federal & State Payroll Tax Adjustments: If the overall cost associated with EDUStaff's payroll taxes, required benefits, and other taxes and assessments substantially increase (by more than 0.50% of payroll) during the term of the agreement, contract rate pricing will increase proportionately, with 15 (fifteen) days of written and substantiated notice to the Client.

Client: Medford School District #549C

By:

A handwritten signature in black ink, appearing to read "Brad L. Earl", written over a horizontal line.

Name:

Brad L. Earl

Its/Title:

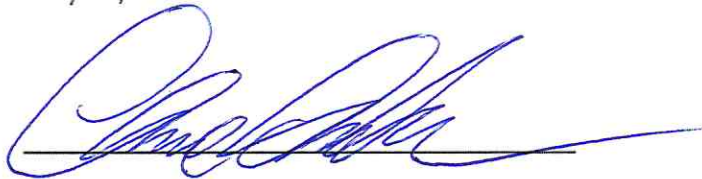
Assistant Superintendent, Operations

Date:

May 15, 2020

EDUStaff, LLC:

By:

A handwritten signature in blue ink, appearing to read "Clark Galloway", written over a horizontal line.

Name:

Clark Galloway

Its/Title:

President

Date:

5-18-20

7. Future Board Meeting Agenda Items

7.A. Work Session

7.B. Regular Meeting

8. Acknowledgments

9. Adjournment