

Board of Directors Meeting
 School District 4J, Lane County
 Hybrid Meeting (virtual and
 in-person)
 200 North Monroe Street
 Eugene, Oregon 97402
 Wednesday, March 15, 2023

NOTICE: The Regular Board Meeting at 7:00 p.m. will be open to the public to attend in person, via live broadcast on KRVM 1280-AM and 98.7 FM, on the internet at www.4j.lane.edu/stream, and via Zoom Webinar at <https://4j-lane-edu.zoom.us/j/91225128314>

School Board Meeting Request Forms:

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

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

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

**7:00 PM
 Regular Board Meeting**

- I. **7:00 p.m. Regular Board Meeting:**
- II. Call to Order, Roll Call, Flag Salute, Land Acknowledgement
- III. Receive Reports from High School Student Representatives
- IV. Agenda Review
- V. Introduction of Guests and Superintendent's Report
- VI. Comments by Board Chair
- VII. Items Raised by the Audience
- VIII. Comments by Employee Groups
- IX. Comments and Committee Reports by Individual Board Members
- X. Consent Group: Items for Action
 - 1. Approve the minutes from the Regular Board Meeting on 2.1.2023 3
 - Approve the minutes from the Executive Session on 2.8.2023
 - Approve the Minutes from the Regular Board Meeting on 3.1.2023
 - 2. Approve Eugene Association of Substitute Teachers (EAST) 34
 - Proposal/Memo of Agreement (MOA)
 - 3. Approve Bond Counsel with Mersereau Shannon 36
 - 4. Approve Private Alternative Education Services Agreement #23-088 109
- XI. Items for Information
 - 1. Standing Item for Information for Current Legislative Session 159
 - Legislative Update: 10 Minutes
 - Presenter: Legislative Board Subcommittee Chair, Judy Newman
 - 2. Board Goal Setting 160
 - Presenter: Andy Dey, Superintendent
 - 15 Minutes
 - 3. Board Member Communication and Calendar Protocols 162
 - Presenter: Andy Dey
 - 25 Minutes
- XII. Items for Action
 - 1. Approve the Academic Calendar for 2023-2024 170

	Presenter: Andy Dey, Superintendent 10 Minutes	
2.	Approve Integrated Guidance Plan Presented by Andy Dey, Superintendent; Rob Hess, Chief of Staff 30 Minutes	173
3.	Board Member Support Presenter: Andy Dey, Superintendent 15 Minutes	208
XIII.	Items for Action at a Future Meeting	
1.	Book and Instructional Materials Challenge Policy Presenter: Rob Hess, Chief of Staff 15 Minutes	211
2.	Board Meeting Security Measures Presenters: Andy Dey, Superintendent; Rob Hess, Chief of Staff 30 Minutes	215
XIV.	Suggestions by the Board for Consideration of Items at a Future Meeting	
XV.	Adjourn	

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

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



Eugene School District 4J
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ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

March 15, 2023

Title

Approve the minutes from the Regular Board Meeting on 2.1.2023

Approve the minutes from Executive Session on 2.8.2023

Approve the Minutes from the Regular Board Meeting on 3.1.2023

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

Date: February 1, 2023

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held an executive session at 5:00 p.m. and a regular board meeting at 7:00 p.m. via video conference and at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on January 26, 2023.

ROLL CALL

BOARD MEMBERS:

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

STAFF:

Andy Dey, Superintendent
Brooke Wagner, Assistant Superintendent for Instruction
Rob Hess, Chief of Staff
Melissa Ibarra, Director of Elementary Education
Greg Borgerding, Director of High School Education
Jenna McCulley, Director of Communications
Steve Menachemson, Director of Technology
Kyle Tucker, Chief Operations Officer
Oscar Loureiro, Director of Research and Planning
Cydney Vanderkar, Assistant Superintendent for Administrative Services
Matt Brown, Director of Finance
Collina Beard, Chief Administrative Services Officer
Debbie McKim, Executive Assistant and Board Secretary

STUDENT ADVISORY PANEL MEMBERS:

Emily Shaver, Churchill High School
Chazifer Mills, Sheldon High School
Parker Anderson, North Eugene High School
Jazmin Darmadi, South Eugene High School

EMPLOYEE ASSOCIATIONS:

none

MEDIA:

KRVM, The Register-Guard

I. EXECUTIVE SESSION

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

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

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

II. REGULAR BOARD MEETING

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

Chair Rabasa called the regular meeting to order at 7:00 p.m. She noted that all Board members were present in-person or via video conference, except for Ms. Hays. Superintendent Dey led the flag salute, after which Chair Rabasa read the Land Acknowledgement.

IV. AGENDA REVIEW

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

Ms. Newman asked to add an information item about three actions related to the Board's legislative priorities.

Superintendent Dey interjected that some members online were not able to hear the meeting and Ms. O'Rourke was not able to log in. After a pause, Chair Rabasa noted that all members were in attendance and could hear the discussion, and reviewed the agenda item that had been added by Ms. Newman.

Vice Chair Lafer asked to add an item for action regarding the executive session earlier in the evening.

Ms. Newman also asked that the item for future action regarding the Lane ESD Service Contract be moved prior to the Consent Agenda.

Ms. O'Rourke asked to add Board Goals to the agenda as an item for information.

Ms. O'Rourke also asked to add a discussion on policy regarding ethical Board communication.

Superintendent Dey asked to remove the OSBA memorandum from the consent agenda. He said it would be placed in the consent agenda on February 15.

Vice Chair Lafer returned to the issue of communication. Chair Rabasa asked for a motion to add the item to the agenda. Ms. O'Rourke said that none of the other agenda changes had been voted on or received unanimous consent. Chair Rabasa asked whether the Board

members objected to any of the other agenda items which she listed one-by-one. Ms. O'Rourke objected to the item for action regarding the executive session. Mr. Lafer made a motion to add it to the agenda and Ms. Hsu seconded the motion. Ms. O'Rourke said that the Board needed more time to discuss the issue brought forward in the executive session.

Ms. Hsu said that the Board needed to make a decision regarding the executive session. Chair Rabasa added that the Board had ample time to discuss concerns during the executive session.

At this point, students who were to be honored later in the meeting left. Chair Rabasa took the meeting into a recess.

The students and their coaches returned to the meeting to be honored at the request of Chair Rabasa and Superintendent Dey. Superintendent Dey shared that the women were the first Volleyball state championship team in school history. He said that they were an inspiration to all district athletes, and he was very proud of them and their accomplishment.

Coach Martine Wodke introduced the team. She shared that the training season began early in the school year and the students were driven and dedicated. The team had an average GPA of 3.8 and many students were in International High School, International Baccalaureate and dual-language immersion classes and were also multi-sport athletes. Coach Wodke said that the team often discussed their goals and relied on each other for support especially during the state championships where competition was strong and support for the northern Oregon teams was loud. She said that many Oregon teams gave Sheldon High School support during the final game and filled their side of the support section. The team's win was the first volleyball state title since Churchill High School in 1974.

Coach Wodke shared some of the individual titles of the team and the colleges and universities that the seniors would be attending in the fall. The teammates were Emma Brown, Beaux Bruegman, Elle Bruegman, Gweneth Fife, Gabriella Harms, Alyssa Lewey, Alessia Libassi, Jordan McKibben, Raegyn Miller, Gracee Robertson, Jaidyn Sprouse, Teiyana Tuioti and Kaitlyn Wood.

Chair Rabasa thanked the students for returning to the meeting so that they could be honored. She congratulated them on their accomplishment.

Chair Rabasa then returned to business and asked the Board to vote on calling the question to add an item for action regarding the complaint discussed during executive session. **The motion passed 5:2 with Chair Rabasa, Vice Chair Lafer, Ms. Hsu, Ms. Newman and Ms. Hasija-Kauffman in favor and Ms. Hays and Ms. O'Rourke against.**

Once the question had been approved, Chair Rabasa asked the Board to vote to add an item for action regarding the complaint discussed during executive session. **The motion to add passed 6:1 with Chair Rabasa, Vice Chair Lafer, Ms. Hsu, Ms. Newman, Ms. Hays and Ms. Hasija-Kauffman in favor and Ms. O'Rourke against.**

Chair Rabasa asked the board whether there was any objection to add Board Goals as an item for information. Mr. Lafer objected. Ms. O'Rourke made a motion to add three Board Goals for the Board to work on. Ms. Newman seconded the motion.

Vice Chair Lafer said that he understood there would be a work session on goals in the future and hoped to have more time at that meeting to fully discuss the goals.

Ms. O'Rourke said that the Board had spent many hours discussing Board Goals and she wanted to present her ideas and have a discussion.

Chair Rabasa asked for a vote. **The motion passed 4:3 with Ms. Newman, Ms. O'Rourke, Ms. Hays and Ms. Hasija-Kauffman voting yes and Chair Rabasa, Vice Chair Lafer and Ms. Hsu against.**

Chair Rabasa asked Ms. O'Rourke to make a motion regarding communication. Ms. O'Rourke asked to have a discussion regarding board policy regarding acceptable communication between Board members. Ms. Newman asked to amend the motion to be an item for action at a future meeting with a date certain. She was in favor of the conversation but wanted to be better prepared. Ms. O'Rourke felt like her voice was being blocked. Ms. Hays seconded the original motion.

Vice Chair Lafer said that he considered the issue a legal one, and wanted to confer with counsel regarding what records were necessary before having a discussion. Ms. Hays said she seconded the motion because she wanted to have a discussion in which the Board would learn what was allowed in terms of communication. She brought up the use of an app called Signal.

Ms. O'Rourke said that she was being characterized as an attacking Black woman. She wanted to ensure the Board was behaving appropriately and added that the Board made policy and needed to follow it.

Ms. Hsu and Ms. Hasija-Kauffman believed that an attorney should be present to answer questions and if there were Board members who were not following policy, wanted to discuss that as well.

Chair Rabasa supported having the conversation when there was proper guidance available.

Superintendent Dey said that legal review would be a part of any policy development. Vice Chair Lafer agreed that the discussion should occur at a future time when legal counsel was available.

Ms. Hays said the purpose of a conversation at the current meeting would be to form a plan for a future date.

Chair Rabasa called for the question. **The motion did not pass 3:4 with Ms. Hays, Ms. O'Rourke and Ms. Newman voting for and Chair Rabasa, Vice Chair Lafer, Ms. Hsu and Ms. Hasija-Kauffman voting against.**

Chair Rabasa asked if any Board members objected to removing the OSEA item from the consent agenda. There were none.

There was a brief discussion regarding moving item XIV.1 regarding the Lane Education Service District service plan.

V. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Superintendent Dey shared that in the week past he had been mapping out some of the work required throughout the remainder of the year to set up the district for success.

The Board and Budget Committee had met for the first of several conversations about how they would budget and allocate resources to best serve students. Staff continued to engage in conversation regarding the transition to a new high school schedule designed to provide more support to students on their respective pathways to graduation; were evaluating next year's academic calendar; and were in initial conversations around staffing allocations for the coming fiscal year.

Superintendent Dey continued that each of the topics alone was complex and solicited a variety of opinions about how to best address the challenges the district faced. District leaders – district directors, cabinet leaders, equity managers, and association partners – would focus on supporting a quality decision-making process centering on established and shared values rather than on individual advocacy or convenience. The group acknowledged that decisions might not always be the most popular but would be those they felt were best and reflected the district's goals and values.

Dr. Dey shared that he and other staff would be scheduling budget roadshow meetings to share how Oregon school districts were funded and how resources were allocated. He hoped that the meetings would provide clarity as to how budgets were built and would allow staff to share what they believed would make access and advancement possible for the district's most underserved students.

Later in the meeting, information would be shared about the fiscal impact of maintaining or removing the existing North Eugene High School building once students and staff occupied the new building. Dr. Dey acknowledged the unfinished work to support the Kelly Middle School and Yujin Gakuen Elementary School communities in terms of a finalized plan for their future locations. He stressed that the needs of those school communities had not been forgotten: staff had recently met with representatives of both buildings to discuss space allocation needs, fixture and furnishing requests as well as renovation and new construction plans. Dr. Dey said that he would update the Board and community on progress.

Dr. Dey referred to a recent article in the Register-Guard that featured the work of Future Build students who were pilot members of the Center for Applied Learning Program that drew from high schools across the district to blend inter-disciplinary learning together with practical hands-on application. He added that he would share more detail about the progress of the program at future Board meetings.

Superintendent Dey ended his comments by thanking the members of the Sheldon High School Women's Volleyball State Championship Team and their coaches for staying at the meeting to be congratulated for their efforts and for their win.

VI. BOARD RECOGNITION OF STUDENT ACHIEVEMENT

1. State Championship for Sheldon Girls Volleyball Team
Presenters: Coach Martine Wodke, Coach Allix Baker, Superintendent Andy Dey

The recognition of student achievement occurred earlier in the meeting.

VII. RECEIVE REPORTS FROM HIGH SCHOOL REPRESENTATIVES

Chaz Mills, student representative from Sheldon High School, reported that the school's ASB would be giving a presentation about mental health resources available at the school. Black Student Union would be kicking off Black History Month events with the help of other student body groups. The senior class had a career fair with representatives from local businesses. Chaz added that the school was also planning counselor appreciation events throughout the week to thank the counseling staff and the Sources of Strength program would be sharing coping strategies for mid-term stress. International High School would be providing tutoring during mid-terms.

Jazmin Darmadi, student representative from South Eugene High School, reported that over six hundred students had attended the winter formal. Jazmin shared that there was wide-spread concern over the new schedule. IB students would receive less classroom time before the exam dates. Jazmin acknowledged that not all students took IB and AP classes, but generally the semester schedule would have fifty-hours less instruction during the school year and zero periods would go away. This raised concern because many students took choir, orchestra and other extra-curricular classes. The semester schedule might put more strain on students because of more homework due more often. Some students might feel pressure to take more AP classes which would make the semester schedule more mentally and physically draining.

Parker Anderson, student representative from North Eugene High School, said that the conversations regarding mental health that had occurred during COVID may have lessened, but the stress was still there. Parker wanted the available programs to be talked about more and mentioned that the posters hung in the hallways only showed a QR code with little information. Students who needed help wanted access to information that was more private. Parker continued that there was a lot of drug use during the day in the bathrooms. No noticeable action had been taken to prevent the issue. Parker also shared concern about lack of clarity regarding the new building: teachers were not sure what their teaching spaces would look like. More clarity would help to ease frustration. Finally, the winter formal had been postponed to a spring fling which would be beach themed. The affinity groups would be holding a Valentine's Day dance, prom planning was underway, and the theater troupe would be performing that Saturday.

Emily Shaver, student representative from Churchill High School, wished everyone a happy Black History Month and happy girls' and women's sports day. The school had held their MLK, Jr. assembly which Emily enjoyed. The free clothing closet would be distributing winter coats. There would be a winter formal dance and spirit week and the choir program would be giving out singing valentines. ASB Leadership would be hosting a dress swap in advance of the formal dance. Emily agreed that schools needed to advertise mental health resources better, and added her concerns to the new high school schedule. Emily said that zero period was important especially for students who were busy in the afternoon with sports. The theater group would soon be hosting auditions for their spring musical "Seussical," and the Black Student Union would be having Black Excellence Week. Seniors were finishing scholarships applications and their final projects.

Chair Rabasa thanked the students for their insightful presentations.

VIII. ITEMS RAISED BY THE AUDIENCE

Chair Rabasa read the requirements and procedure for making public comment at a School Board meeting and the procedure for submitting a formal complaint.

Craig Gibbons asked the Board to save North Eugene High School for the sake of the River Road/Santa Clara community. He had watched Eugene buildings be demolished instead of being modernized and reused. Mr. Gibbons said that the building was a gem and the construction was a memorial to the traditional timber-based economy and for the people who built Eugene. Mr. Gibbons pointed out the interior spaces that could be put to good use and he reimagined it as a community center. He hoped the Board would find a middle ground on some of the issues and would not rush to a decision.

IX. COMMENTS BY EMPLOYEE GROUPS

Chair Rabasa said that there were no employee groups present at the meeting that evening.

X. COMMENTS AND COMMITTEE REPORTS BY INDIVIDUAL BOARD MEMBERS

Ms. Hsu had attended an introductory library advisory group. The group was tasked with reviewing the pilot library program which was at Howard, Bertha Holt and Cesar Chavez Elementary Schools. The group was also exploring the role of teacher librarians which included a five-and-a-half page job description. Ms. Hsu had attended her first North Region meeting. There was a lot to discuss and brainstorm and she hoped to arrive at thoughtful solutions.

Ms. Hasija Kauffman added her comments to the success of the legislative breakfast which had been in early January. She added her congratulations to the student athletes and commented on the visible love and support they had for each other. Ms. Hasija Kauffman had been thinking a lot about the concept of resilience as a means of something to achieve regardless of the toll it took on a person's mental health and support. She was hoping to take a deeper look at how the legislature could prioritize mental health. Ms. Hasija Kauffman also mentioned a comment that Ms. O'Rourke had made at the breakfast with regard to Career and Technical Education and the foundational skills students needed that were not taught in four-year college programs. She said that those skills started at the earliest level. Ms. Hasija Kauffman ended her comments with her support for a petition being circulated to bring back cookies and chocolate milk to schools.

Ms. Newman reminded the Board of the civil rights trip she had taken earlier that year. She described her memories of the memorial to those who had been lynched. She said it was an overwhelming and powerful experience. Ms. Newman also described a national program to allow communities to tell of those who had been lynched, such as in Coos Bay, the only Oregon town to participate. Ms. Newman shared her outrage at the murder of yet another black person. She asked to stop reliving an unforgivable past and hoped to make a commitment to work together to stop the violence and create a just present and future.

Vice Chair Lafer also honored the death of Tyree Nichols and hoped to redouble local efforts to anti-racist education. Mr. Lafer continued by lauding the new construction education program

and hoped that the district would combine those new skills with other education in policy and design. He said that the new high school schedule would have a large impact in a student's opportunities to be involved in programs that were not homed at the neighborhood school. Mr. Lafer also mentioned the issue of challenges to curriculum or books and was glad to know that the district had created administrative regulations to assist librarians when faced with a challenge. Vice Chair Lafer also shared that Portland Public Schools had developed policy regarding administration of medication in the event of an opioid overdose and hoped that Eugene School District would discuss a similar policy. Mr. Lafer ended his comments by sharing his thoughts about ChatGPT and other generative AI programs and their relation to standardized testing.

Ms. Hays thanked Ms. Newman for sharing her experience and vulnerability regarding anti-racism. Ms. Hays had attended the Budget Committee meeting and welcomed new committee member Eric Richardson. Ms. Hays said that the presentation showed that the district was building the budget using some reserves. She said that while this practice was okay in the immediate future, reserves might not be replenished. It would be important to find efficiencies in the present so that painful decisions would not have to be made in the future. She looked forward to the next Budget Committee meeting in March.

Ms. O'Rourke shared that she had made a racial discrimination complaint in October 2022. She had repeatedly asked for different behavior from the Board Chair and said that the racial harassment policy outlined how the complaint should have been investigated. Ms. O'Rourke added that the district's lawyer did not give accurate legal advice. Ms. O'Rourke detailed some of the activities that took place on social media. She asked for fair and equal treatment and for biased behavior to stop. Ms. O'Rourke compared the negative actions taken against her by Chair Rabasa and Vice Chair Lafer and the positive actions taken by Ms. Newman. Ms. O'Rourke said that black culture and language schools should be added to the district. Ms. O'Rourke ended with a quote by Ibram X. Kendi.

Chair Rabasa congratulated the Volleyball team and the return of the state championship after almost fifty years. Ms. Rabasa added that the team's decision to walk out of the meeting was a strong reminder that the Board should focus on students, and she hoped that the Board could recenter their priorities. Ms. Rabasa congratulated Gary Campbell and Dakota Boulette for accepting the positions of Chair and Vice Chair of the Budget Committee. Chair Rabasa said that her series "the Heart of Eugene" was proving to be informative to her and audience members. That evening's addition to the series focused on one of the Speech and Language Pathology Team, Abby Nehls-Lowe. Abby was one of five team members who helped one hundred seventy students to learn how to use the tools necessary to aid them as they developed their communication skills. Ms. Nehls-Lowe always looked creatively at universal design for learning and augmentative and alternative communication in literacy, social life and play. Ms. Rabasa read from some of the testimonies of parents whose children had been helped by Abby and the team.

Lane Education Service District Report

Chair Rabasa invited Tony Scurto and Linda Hamilton to come forward to report on the LaneESD Service Plan.

Mr. Scurto thanked the district for their collaboration with LaneESD. He referred to the Service Plan in the Board Packet and highlighted some of the services offered to the district including special education, school improvement, technology and administrative services. Mr. Scurto highlighted career and technical education which was expanding regionally through LaneESD. He said there would be more opportunities coming for Eugene School District students and county students to learn construction trades. Mr. Scurto added that the local service plan was initiated through the requests of superintendents which were then approved by majority vote and weighted by the size of the district.

Mr. Scurto solicited questions from the Board. Ms. Newman asked which services the district used including LifeSkills. Mr. Scurto said there were fifty students in LifeSkills programs including deaf and hard of hearing students housed at the Westmoreland Campus. Students learned skills needed before moving to other programs in the district.

Chair Rabasa said that Superintendent Scurto had been very welcoming when she had questions about LaneESD programs. She thanked Ms. Hamilton and Mr. Scurto for their presentation.

XI. CONSENT GROUP – ITEMS FOR ACTION

1. Approve Contract for Printing Services with Central Print
Presenter: Matt Brown Director of Finance
2. Approve Memorandum of Agreement with OSEA Concerning Landscaping Support from Community Vendors
Presenter: Mike Ingman, Interim Director of Human Resources
This item had been pulled from the consent agenda for action at a future meeting.

Vice Chair Lafer moved to approve the one item in the consent agenda. Ms. Hays seconded the motion. **The motion passed 7:0 with all Board members voting in the affirmative.**

XII. ITEMS FOR INFORMATION

1. Instruction Department Goals/SIA Strategies
Presenters: Cydney Vandercar, Assistant Superintendent for School Support Services and Brooke Wagner, Assistant Superintendent for Instruction.

Chair Rabasa introduced Superintendent Dey to give the report in Ms. Vandercar's and Ms. Wagner's absence.

Superintendent Dey said that the Integrated Guidance aligned with the district's three big rocks: an engaged community; advancing equity; and creating a well-rounded education.

At that evening's meeting, Dr. Dey would be sharing the strategies that staff had determined necessary to arrive at the determined outcomes. They were the safety and wellbeing for all students and staff; focusing on equitable outcomes for all with an amplified focus on the desires of underserved student communities; and meaningful engagement and timely communication. The strategies that would be employed were detailed on the slides which were included in the Board Packet.

Superintendent Dey said that there would be time for public comment on the plan at the February 15 meeting after which a budget would be developed. The Board would be asked to approve the plan on March 15.

Dr. Dey asked the Board to send clarifying questions so that staff could respond in as many ways as possible.

Ms. Newman wondered whether there might be time for a work session to have more time to understand the depth of the plan. Chair Rabasa agreed that having a separate time for public comment and a work session might help the community to understand the plan.

2. Report on Legislative Updates

Presenter: Judy Newman, member of the Legislative Priorities Committee

This item had been added during the Agenda Review.

Ms. Newman reported that the Board had been asked to write a letter of support for the Early Child Consortium for an apprenticeship program. The program would strengthen systems that support childcare through a variety of ways. Ms. Newman said that the district could help the consortium through partnerships in the CTE program and added that it aligned with the goal of supporting early learning.

In response to a request from Ms. O'Rourke for more information, Ms. Newman said she would send more information about the grant to Board members.

The next item Ms. Newman wanted to bring to the Board's attention was an opioid harm reduction omnibus bill (House Bill 2395). Ms. Newman and Ms. Hasija Kauffman would share more information at the next Board meeting. One of the sub-bills was House Bill 2883, which focused on school personnel and held them harmless against criminal liability. Ms. Newman added that the Board had already passed language in policy to allow staff to administer opioid harm reducing medication.

In response to a question from Vice Chair Lafer, Ms. Newman said that she planned to bring an item for action to a future meeting to formally support the bill.

Ms. Newman continued that the third item was regarding House Bill 2753 which would allow a school Board to provide each director a stipend of up to \$1,000 per month. The bill included other options for compensation.

Chair Rabasa added that individual Board members could testify in different ways, but the Board as a whole would respond once action has been taken in future meetings.

3. Discussion of Board Goals

Presenter: Laural O'Rourke

Ms. O'Rourke wanted to create goals for the issues that were rising to the top during Board meetings. First on the list was to focus on solutions for the North Region. Ms. O'Rourke gave reasons for her suggestion that aligned with Superintendent Dey's three big rocks.

Ms. O'Rourke's second goal was to explore whether special education services were service parents and their students. She wanted to support families who did not have the time to fight for their children's education. Ms. O'Rourke recognized that it might be a multi-year goal.

Ms. Hasija Kauffman asked whether Ms. O'Rourke's focus was to try to align budget priorities with Board goals. She recognized the need to create long-term commitments and to coordinate efforts so that priorities could be funded and have a long-term impact. Ms. Hasija Kauffman would want to have work sessions to address what was working or not so that resources could be allocated appropriately.

Mr. Lafer understood that restraint and seclusion were no longer used in the district. Vice Chair Lafer also wanted to include Ms. O'Rourke's suggestions as part of a larger conversation about goals. He would want to get answers about how the Board was able to affect change.

XIII. ITEMS FOR ACTION

1. Consider Revisions to Board Policy BDD – Board Meeting Procedures
Presenter: Rob Hess, Chief of Staff

Vice Chair Lafer moved that the Board adopt the revisions to Board Policy BDD – Board Meeting Procedures as presented in the packet. Ms. Hsu seconded the motion. Mr. Lafer added that these changes would modify procedures so that each person would speak once on any given topic, then after each person had spoken once, a second round of discussion would occur, after which discussion would end unless the Board voted to extend debate on the issue.

Ms. Newman did not think the Board needed the change to policy. She thought it was helpful to allow all Board members to speak as much as needed to reach a decision.

Ms. Hays worried that the Board was trying to stop people's voices. She did not think that the Board needed to make the amendment and instead could stop the debate using other methods in Robert's Rules of Order.

Ms. O'Rourke reminded the Chair that her job was to guide the meeting and not correct her peers. Ms. O'Rourke felt that the action was being taken to silence black Board members and make the Board weak. Ms. O'Rourke suggested that Board comments including the recognition of staff at the beginning of the meeting could be shorter.

Ms. Hsu said that everyone had a chance to speak, but some spoke more than others. She felt that voices were silenced and not everyone had an equal voice using the current rules.

Chair Rabasa said that she was negligent if she did not call attention to misuse of Robert's Rules of Order. She would continue to call attention when Board members were assuming the intentions of other members. Chair Rabasa said that the proposal would still allow continued debate if it was decided upon by the Board as a whole. The purpose of the change was to organize discussion.

Chair Rabasa clarified that the motion was to amend the form of Robert's Rules of Order currently used, not whether the Board would use Robert's Rules at all.

Ms. O'Rourke also clarified that her opinion was that the motion on the floor was undemocratic. She hoped to understand better how Robert's Rules of Order could be used and did not want to shut down voice.

Ms. Hasija Kauffman agreed that she was also struggling with the motion. She considered that the whole Board was culpable of not following the rules as they suited. She wanted to be able to hold each other accountable and make sure all voices of the Board were heard.

Ms. Hays wondered for whom the motion was an issue. She feared that it did not acknowledge that some people did not think in a way that would benefit from the change in the rules.

Chair Rabasa asked for a vote. **The motion passed 4:3 with Chair Rabasa, Vice Chair Lafer, Ms. Hsu, and Ms. Hasija Kauffman voting for and Ms. Hays, Ms. Newman and Ms. O'Rourke voting against.**

2. Resolution of Board Complaint

Presenter: Vice Chair Gordon Lafer

Vice Chair Lafer moved that the Board dismiss the complaint heard in the Executive Session earlier in the evening. The motion was seconded by Michelle Hsu.

Ms. O'Rourke commented on the hubris of the Board and their unwillingness to follow ethical procedures. She cautioned the Board to take their actions seriously and not rush. She added that might was not right.

Chair Rabasa reminded the Board not to assume intention.

Ms. Hays said that her vote that evening was based on the rules that existed at that moment. She hoped to revise some of the policies.

Ms. O'Rourke added that it had been suggested the Board have an ombudsman. She wondered where that conversation stood.

Vice Chair Lafer asked the Board to not make assumptions about people but to agree to disagree.

Ms. Hasija-Kauffman also had wondered about the idea of having a Board ombudsman.

Ms. Hsu agreed with Ms. Hays comment that the Board was limited by the rules that were in place at the moment. She had prepared well for the meeting and did not take the issue lightly.

Chair Rabasa felt confident that the Board had explored the issue thoroughly.

Chair Rabasa asked for a vote on the motion to dismiss the complaint brought forward in Executive Session. **The motion passed 6:1 with Chair Rabasa, Vice Chair Lafer, Ms. Hsu, Ms. Hays, Ms. Newman and Ms. Hasija-Kauffman voting for and Ms. O'Rourke voting against.**

XIV. ITEMS FOR ACTION AT A FUTURE MEETING

1. Lane ESD Service Contract

Presenters: Tony Scurto, Superintendent Lane Education Service District (ESD) and Linda Hamilton, Board Chair, Lane ESD

This item had been discussed earlier in the meeting immediately after Board Comments and prior to the Consent Agenda.

2. Consider Options for Original North Eugene High School Building

Presenters: Andy Dey, Superintendent and Kyle Tucker, Chief Operating Officer

Superintendent Dey said that he had heard from many people regarding keeping the original school building or demolishing it and replacing it with green space. He said that the financial implications of a decision to retain the original building would be a loss in system development changes (SDCs) and the ongoing maintenance of an additional building on the site as well as potential loss of green space. Superintendent Dey referred to the information in the packet.

Mr. Tucker said that the new building was eighty percent complete. Decisions regarding the original building would need to be made before the district could occupy the new building, or the district would be responsible to pay additional occupancy fees. Mr. Tucker added that significant field and green space would be lost if the old building was retained. The sooner the district made a decision, the more quickly it could move forward with creating playing fields or renovate the old building for additional use.

Ms. Hays asked how North Eugene compared in green space and playing fields to other high school campuses. Mr. Tucker said that prior to the new building construction, North had comparable green space, but the new building would occupy half of the available space. If the old building were to be demolished and returned to playing fields, North would again have comparable green space.

Ms. Newman asked for clarification on the fees that would be due if the district retained the old building. Mr. Tucker said that the district would receive SDC credits for removing the old building, but would pay fees if it was retained. Ms. Newman asked what the options were if the district retained parts of the old building that had been recently remodeled. Mr. Tucker said that engineering staff would need to do an evaluation to determine whether it would be financially feasible.

Mr. Lafer asked whether the Board could get an update about the status of collocating Kelly Middle School and Yujin Gakuen Elementary School. He remembered that there had been a discussion to move one of those programs to the old North Eugene High School building.

Ms. O'Rourke agreed with Mr. Lafer's requests. She also wanted to get an inventory of all the land owned by the district in the North region. Mr. Tucker said that there were fourteen additional acres near Madison Middle School that were not currently developed. In response to a question from Ms. O'Rourke, Mr. Tucker said he was not aware of any pieces of land near the currently Kelly campus that were large enough to accommodate a school campus. He added that the loss of field space at North Eugene would make it challenging to schedule all the teams equitably.

There was additional discussion about options to sell the building to a youth organization as well as having a continued discussion about options for the Kelly and Y.G. programs. Mr. Tucker said that if the North Eugene building was sold, the property would also no longer belong to the district at a time when land was becoming less and less available.

Ms. Hays spoke about the lack of clarity around the future of the old building at the time when the bond was issued to build the new school. Superintendent Dey said that to make a recommendation that evening would be premature as there had not been enough discussion with all the stakeholder groups.

In response to additional questions from the Board, Mr. Tucker said he had presented the information that evening so that the Board could make an informed decision.

Ms. O'Rourke hoped to hear more voices from those who lived in the region. She was aware that many people did not feel informed. Ms. Hsu added that it would be necessary to get input from different stakeholder groups and to receive information from professionals who could share the pros and cons of retaining or demolishing the building.

Chair Rabasa thanked Mr. Tucker for his presentation.

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

Chair Rabasa said that the next regular meeting would be February 15, 2023 and solicited agenda items for a future meeting.

Vice Chair Lafer asked to add a consideration of policy regarding the book challenge that would be based on the administrative regulation that had recently been released. Ms. Hsu and Chair Rabasa agreed to take the suggestion to Leadership.

Ms. Newman asked to add an item regarding the function of the Legislative Committee to be able to take action. Vice Chair Lafer and Chair Rabasa agreed to take Ms. Newman's suggestion to Leadership.

Ms. Hays asked for information regarding the complaint process. She wondered where Leadership was in the process and whether other Board members were going to be able to give input.

Superintendent Dey said that the Board had approved a new administrative regulation in a past Board meeting, but the new language did not include any procedures for resolution of a complaint by a Board member against another Board member(s). Ms. Hays asked for time in the future to improve the process. Ms. Newman, Ms. O'Rourke and Chair Rabasa agreed to add it to the Leadership agenda.

Ms. Hays also asked to consider communication amongst Board members. She wanted to learn more from staff regarding certain apps that were being used and what the ramifications were legally. Ms. Hays thanked Chair Rabasa for her clear guidance on emails and asked to receive more guidance so that all Board members could be in compliance. Ms. Newman, Ms. O'Rourke and Chair Rabasa agreed to add the item to the Leadership agenda.

Ms. O'Rourke asked to return to discussion of Board Goals to be finalized hopefully by the end of the month. Ms. Newman asked whether there would be a work session soon. Ms. Newman, Ms. Hasija Kauffman and Ms. O'Rourke gave their support for the item.

Ms. O'Rourke asked to have a discussion regarding security at Board meetings. Ms. Hays and Ms. Hasija Kauffman gave their support for the item.

Ms. Hasija Kauffman asked to add to the complaint process discussion the idea of an ombudsman. Ms. Newman, Ms. O'Rourke and Chair Rabasa gave their support for the item.

XVI. 2022–23 BOARD MEETING CALENDAR:

~~AUGUST 2022: Wednesday, August 3 and Wednesday, August 17~~

~~SEPTEMBER: Tuesday, September 6 Board Retreat; Wednesday, September 7 and Wednesday, September 21~~

~~OCTOBER: Saturday, October 1 Board Retreat; Wednesday, October 12; Wednesday, October 19 and Monday, October 24 Board Retreat~~

~~NOVEMBER: Wednesday, November 2 and Wednesday, November 16~~

~~DECEMBER: Wednesday, December 7 and Wednesday, December 14~~

~~JANUARY 2023: Wednesday, January 18~~

~~FEBRUARY: Wednesday, February 1, Wednesday, February 8 Executive Session and Wednesday, February 15~~

~~MARCH: Wednesday, March 1 and Wednesday, March 15~~

~~APRIL: Wednesday, April 19~~

~~MAY: Wednesday, May 3 and Wednesday, May 17~~

~~JUNE: Wednesday, June 7 and Wednesday, June 21~~

XVII. ADJOURN

Chair Rabasa adjourned the regular meeting at 10:57 p.m.

Andy Dey
District Clerk

Maya Rabasa
Board Chair

(Recorded by Eliza Drummond)

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

Date: February 8, 2023

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held an executive session at 5:15 p.m. via video conference and at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on February 7, 2023.

ROLL CALL

BOARD MEMBERS:

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

STAFF:

Andy Dey, Superintendent
Rob Hess, Chief of Staff

I. EXECUTIVE SESSION

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

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

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

Andy Dey
District Clerk

Maya Rabasa
Board Chair

(Recorded by Eliza Drummond)

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

Date: March 1, 2023

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held an executive session at 6:00 p.m. and a regular board meeting at 7:00 p.m. via video conference and at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on February 24, 2023.

ROLL CALL

BOARD MEMBERS:

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

STAFF:

Andy Dey, Superintendent
Rob Hess, Chief of Staff
Brooke Wagner, Assistant Superintendent for Instruction
Cydney Vandercar, Assistant Superintendent for Administrative Services
Collina Beard, Chief Administrative Officer
Jenna McCulley, Director of Communications
Debbie McKim, Executive Assistant and Board Secretary

STUDENT ADVISORY PANEL MEMBERS:

Batafing Soumano, Churchill High School
Ren Washington, Eugene Online Academy
Rory Young, South Eugene High School
Grant Gamble, Sheldon High School
Parker Anderson, North Eugene High School

EMPLOYEE ASSOCIATIONS:

Seth Pfaefflin (MAPS)
Sheila Waggoner (OSEA)
Sabrina Gordon (EEA)

MEDIA:

KRVM, The Register-Guard

I. EXECUTIVE SESSION

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

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

II. REGULAR BOARD MEETING

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

Chair Rabasa called the regular meeting to order at 7:05 p.m. All Board members were present in-person or via video conference. Superintendent Dey led the flag salute, after which Chair Rabasa read the Land Acknowledgement.

IV. AGENDA REVIEW

Board Chair Rabasa asked whether there were any questions, changes, or corrections to the agenda.

Vice Chair Lafer asked to move Item XIV. 1. Integrated Guidance Proposed Activities from Items for Action at a Future Meeting to just after the Consent Group. There was no objection.

Ms. O'Rourke asked to add to the agenda an item for information on how the Board sets goals and objectives in policy. There was no objection.

Ms. O'Rourke asked to add to the agenda an item for action to continue the support Ms. O'Rourke was receiving from the district.

In response to a question from Vice Chair Lafer, Ms. O'Rourke said that she did not believe her request was connected to the discussion which was listed under Items for Action at a Future Meeting regarding Board meeting security measures. There was no objection to Ms. O'Rourke's request.

Ms. O'Rourke asked for a schedule of all the meetings that were attended by Board members. She had been made aware that Board members were attending meetings that were not on the official schedule. Mr. Lafer asked to have the discussion as an item for information or an item for future action so that the Board could learn more about the issue before deciding.

Ms. Hsu said she was unclear on the issue. After a brief discussion, she objected to adding Ms. O'Rourke's item for the agenda. Ms. O'Rourke made a motion to add an item for information to discuss Board attendance at staff meeting that were not on any Board meeting schedule. Ms. Hays seconded the motion. Vice Chair Lafer asked Ms. O'Rourke to clarify the Board Policy the issue would fall under. Ms. Rabasa said that Ms. O'Rourke was likely referring to Policy BG/GBD – Board-Staff Communications. Ms. O'Rourke added that there was also policy that outlined what meetings Board members could attend.

Ms. Newman considered the conversation important. She wanted to make sure that the Board was noticing all meetings that were necessary to notice. Ms. O'Rourke agreed that it was important for the Board to have a discussion and come to a common understanding.

Ms. Hasija Kauffman asked what the outcome would be. Ms. O'Rourke said that a motion would have to be made.

Chair Rabasa called for the vote. The motion passed 6:1 with Ms. Hays, Ms. Newman, Ms. O'Rourke, Chair Rabasa, and Vice Chair Lafer voting yes, and Ms. Hsu voting no. The item for information would be added to the agenda.

Ms. Hays asked to add an item for information about the discussion regarding the use of the Signal app. Vice Chair Lafer objected. Ms. Hays moved to add the agenda an item for information regarding the use of the Signal app. Ms. Newman seconded the motion.

Ms. Hays said that she had asked at a prior meeting to put a discussion regarding the Signal app at a future meeting. It had been requested that the Board ask an attorney to give input regarding the use of the app and its legality regarding public records and open meeting laws. Ms. Hays said added that the minutes from prior Leadership meetings did not indicate that the item had been added to the agenda. There had been much discussion in the news and amongst the community regarding the use of the Signal app. Ms. Hays was not asking for a legal opinion, but to discuss why a Board member would feel it was necessary to use the app. Vice Chair Lafer reported that he and Mr. Hess had reached out to Mr. DeFreest for legal guidance on the Signal app and other digital communications apps that did not retain records. More information would be shared during a work session. Ms. Hasija Kauffman concurred with Vice Chair Lafer.

Ms. O'Rourke said that lawyers did not write policy, they checked it for accuracy before it was put into law. The Board would be responsible for discussing the use of Signal and then deciding what steps to take next, which might include writing a policy. Ms. O'Rourke also expressed her concern about the potential bias against her by district attorney Eric DeFreest and did not think he was appropriate to do the work.

Chair Rabasa asked Ms. O'Rourke to refrain from sharing her opinion on the actions of Mr. DeFreest.

Ms. Newman was looking forward to having an opportunity to discuss the issue in an open meeting.

Vice Chair Lafer hoped that the issues on Signal would be part of a larger discussion on the use of email chains and other communications that was informed by a legal briefing prepared by district counsel.

Chair Rabasa asked whether Ms. Hays would be willing to amend her motion to include email and other forms of digital communication. Ms. Hays said the discussion she wanted to have was not about the legality of communication, but rather how the Board communicated as a whole. She did not accept the friendly amendment.

Ms. O'Rourke said that by having a discussion about the Signal app, it would be important to show the public that the Board did not want to continue using systems that might be seen as unethical.

Ms. Hsu considered limiting the discussion to the Signal app questionable. She said that there were many other ways of communicating. To discuss only one app felt disingenuous as the discussion was much greater than the one app in question.

Chair Rabasa agreed that if the Board was to have a fully transparent discussion on communication, limiting the discussion to the one app seemed problematic.

Ms. Hays said that she wanted an opportunity to clear the air about Signal. She agreed that the Board needed to have a larger discussion about all forms of communication, but at that moment, she wanted Board members to come clear on their use of the Signal app.

Ms. Hasija Kauffman said that she did use Signal in her international job as a way to send and receive secure information. She added that there were many apps that allowed the user to permanently delete messages after a certain amount of time, so if the concern was about deleting conversations, the discussion needed to be about policies regarding communication for which she was in full support.

Chair Rabasa asked all Board members to refrain from assigning intention to people's requests or comments. Ms. Hasija Kauffman apologized for her comments.

Chair Rabasa called for a **vote on the motion on the table which did not pass 3:4**. Ms. O'Rourke, Ms. Hays and Ms. Newman voted yes, and Chair Rabasa, Vice Chair Lafer, Ms. Hsu and Ms. Hasija Kauffman voted no.

V. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Superintendent Dey opined that the weather was living up to the first part of the proverb "in like a lion," as wintery weather continued to be a consideration each morning. He added that he hoped the latter part of the saying would also remain true and March would go out "like a lamb."

The weather team continued to keep their eye on temperatures and precipitation and hopefully the district would not need to have another schedule interruption.

Dr. Dey was eager to bring celebration to the forefront. He said that the window to nominate and recognize staff in the annual *A Champion in Education* awards ceremony was officially open. He encouraged everyone to pause and think about individuals across the district who routinely demonstrated a deep commitment to students and the district and to consider recognizing them through a nomination for an ACE Award. Dr. Dey added that he was pleased to share the ceremony would return to an in-person celebration on May 4 at the South Eugene High School auditorium. Nomination forms were available online on the district website and would be accepted until March 31.

Superintendent Dey continued his report by sharing statistics to highlight the contributions of classified staff across the district.

He reported that annually, technology services processed more than 3,000 device repair requests, nearly 30,000 help desk support requests and more than 100,000 Zoom sessions across the system; the facilities team maintained approximately 600 acres of school and district owned property which was nearly the size of the City of Coburg; each custodian cleaned the

equivalent of 18 2,000 square foot homes a day and refinished 1,750,000 square feet of tile floors and steam cleaned 550,000 square feet of carpet each summer, nearly 40 football fields' worth.

One-in-three 4J students was safely transported to and from school each day by dedicated bus drivers who performed more than 230 safety checks before getting 127 school buses on the road to service nearly 2000 bus stops, trips made possible by the district mechanics who kept buses humming and completed more than 300 oil changes a year.

Once at school students and staff were served by the nerve center of front office teams who ensured that all who entered were welcomed and cared for and the needs of the building were met, and hundreds of dedicated and caring educational assistants provided critical supports for learning, one-on-one resources, safety and supervision, and after school programming to meet students' needs. In addition, health services assistants compiled and managed thousands of 4J student health records annually.

Dr. Dey continued that at the district office, staff organized learn-to-ride classes and safety courses, translated thousands of documents to ensure all families had access to important school information, and reviewed and managed more than 3,000 transfer requests for students in and out of district.

He commended the classified team and their contributions day in and day out, year-round, without which teaching and learning and district operations would not be possible, and shared the following proclamation to officially setting aside the week of March 6 through 10 as a dedicated time to acknowledge and appreciate the work of classified team members.

Superintendent Dey read the Classified Employee Appreciation Week Proclamation:

WHEREAS, the education of youth is essential to the future of our community, state, country and world; and

WHEREAS, classified employees are the backbone of our public education system; and

WHEREAS, classified employees work directly with students, educators, families, volunteers, business partners and community members; and

WHEREAS, classified employees support the smooth operation of offices, the safety and maintenance of buildings and property, and the safe transportation, healthy nutrition and direct instruction of students; and

WHEREAS, our community depends upon and trusts classified employees to serve students; and

WHEREAS, classified employees, with their diverse talents and true dedication, nurture students throughout their school years.

NOW, THEREFORE BE IT RESOLVED that the Eugene School District 4J proclaims March 6 thru 10, 2023, to be Classified Employee Appreciation Week; and

BE IT FURTHER RESOLVED that the Eugene School District 4J strongly encourages all members of our community to join in this observance, recognizing the dedication and hard work of these individuals.

DATED this 1st day of March 2023.

Superintendent Dey asked for a round of applause from the Board.

VI. COMMENTS BY BOARD CHAIR

This item was combined with Item X.

VII. RECEIVE REPORTS FROM HIGH SCHOOL REPRESENTATIVES

Batafing Soumano reported that Churchill High School had celebrated Black Excellence Week with choir performances. Batafing expressed that students were concerned about the length of classes in the new schedule, which would make focusing all the way through class challenging. Batafing added that the BSU and FSU would collaborate on an upcoming event.

Rory Young, student from South Eugene High School, shared that the school had hosted a club roundup where students could learn more about the variety of clubs at the school. Rory also shared how conflicted students were because many were sick, but still felt the pressure to attend school because they would lose valuable learning time. Teachers did not always upload complete lessons onto the online system and students found it challenging to complete assignments. Rory suggested that teachers could share more complete lessons along with any in class notes so that students who needed to would feel more comfortable staying home and not expose their fellow students to further illness.

Parker Anderson, student from North Eugene High School, shared that the theme for prom would be "A Night Under the Stars." Fifth through eighth graders were performing *Mary Poppins* and the theater class would perform *The Legend of Sleepy Hollow*. Parker also shared that there was a lot of anxiety and frustration and fear over more and more disregard of students issues by administration, including racism and bullying and hurtful actions against students. He expressed that if students were to feel safe in school they needed to be able to rely on the school administration to address the negative actions.

Grant Gamble, representative of Sheldon High School shared that the Gay Straight Alliance had recently hosted speakers from Transponder and it had been a positive event. There would be a celebration for Black History Month during lunch in the next week. There had been many athletic events and celebrations over the past weeks and the Sources of Strength group had reached out to students to support them during finals week. Grant said that students were concerned about what the high school schedule would look like in the next year and hoped that administration would be more transparent regarding the duration and amount of classes as students would be choosing schedules soon.

Ren Washington spoke as the student representative for Eugene Online Academy. Ren asked staff for their support for students who were having a hard time connecting with other students. Ren felt it was the perfect time to have an event as it was near the end of the trimester. Ren hoped that staff could help to organize a space and some refreshments.

Chair Rabasa thanked the students for their insightful presentations.

VIII. ITEMS RAISED BY THE AUDIENCE

Chair Rabasa read the requirements and procedure for making public comment at a School Board meeting and the procedure for submitting a formal complaint.

Ms. Shira Fadeley, the district's teacher on special assignment for music, said that March was "Music in Schools Month." She acknowledged how challenging it was to share all the great things being done in the district during her three-minute allotment. She said she could give details about each student who had qualified to compete in upcoming OSAA musical events; or she could thank Eugene Education Foundation for their support of a district-wide elementary school event with the Symphony which would take place on March 14; or she could describe the lessons teachers were developing to use unique musical decoding and tracking devices; or she could share again all the research that showed how music supported social emotional learning and brain development, cooperation and self-esteem. She said that she would send an email with more detail. The group sang the tune Frère Jacques as a call and response using the tone "lu". Ms. Fadeley thanked elementary directors for their work on Music and P.E. guidelines.

Regina Mitchell was a middle school teacher who spoke about the cost of childcare which was double their monthly mortgage payment. She was struggling with the decision to leave education for something more lucrative. Ms. Mitchell asked the Board to consider adding childcare as an added benefit for licensed and classified employees.

David Igl spoke about the fraudulent history distributed about Mr. Dunn, an historical abolitionist who had been portrayed as a member of the Ku Klux Klan. He also expressed his opinion about some of the history shared at the Historical Museum which he considered inaccurate. Mr. Igl asked the Board to rectify history and to honor Mr. Dunn.

Melanie Namkoong was a member of OSEA Chapter 1. She appreciated the individual and combined efforts to ensure that requests were approved during negotiations. She encouraged the Board to remember what it was like to work on something important to schools. She also thanked Dr. Dey for his kind words. She said it was a shame to waste so much time on interpersonal issues when there were so many issues that needed to be addressed. If people did not take time to work on their relationships, those relationships would dissolve, potentially beyond repair. Ms. Namkoong hoped that the Board would work out their differences and learn to work together so that they could address the priorities in schools.

Larry Lewin appreciated the opportunity to join with other teachers and staff and community members to make comments to the board. Mr. Lewin, a retired teacher, said that literacy instruction was important as it allowed a student to move from the ability to read to the ability to read in order to learn. Mr. Lewin shared his tips on how to make the process successful: Teach phonics, then: teach students strategies to engage with the author to extract meaning from the text. He suggested that Board members reach out to Mr. Eric Anderson with any questions they might have.

Charlotte St. Claire was a student of North Eugene High School who witnessed students from another high school make racial acts against the basketball team. In addition, a female student

of color was harassed by white students. She was disheartened because no adults were trying to stop the violence, teachers were not aware of what was happening, and many students were afraid to come to school and felt like they had no allies in school. Ms. St. Clairee said that there were no safe places at school for students of color who were afraid they would be shunned for complaining. She said that white students were becoming emboldened because they were not being punished.

IX. COMMENTS BY EMPLOYEE GROUPS

Chair Rabasa welcomed Sabrina Gordon, President of Eugene Education Association. Ms. Gordon acknowledged the bravery of the student who spoke up.

Ms. Gordon said that there was shock among staff at the elementary level who had recently received staffing plans for the upcoming year in which FTE for classified staff was greatly reduced. She asked how reducing staffing would create positive outcomes for students. Ms. Gordon added that in the 2023-24 calendar, there were two mid-term grading days, but they were shared with professional development. In light of the new high school schedule which would add students to each teacher's classroom, Ms. Gordon asked that two days be dedicated to grading. EEA requested that the Board adopt the calendar with that small change.

Ms. Waggoner, representative for Oregon School Education Association Chapter 1, thanked Dr. Dey for recognizing the upcoming Classified Appreciation Week. She said that while it was a time of celebration, with snacks and gifts for staff and decorations throughout the school, it was also the time when classified staff would learn whether they were being moved to another school through the reduction-in-force process or whether they might lose their position altogether. Ms. Waggoner added that OSEA also had legislative priorities, including a support package for Special Education classified workers who were often injured by students. Ms. Waggoner said that access to student IEPs, access to adequate training and equipment, compensation that reflect the skills needed to do the work well, and minimum staffing levels. OSEA asked the state to invest in special education to provide equal education for students with special needs by supporting the classified workers who were the daily caregivers to the state's most medically fragile students.

Seth Pfaefflin, representative from Managers, Administrators, Professionals, and Supervisors (MAPS), recognized the classified employees who worked in every department and every setting in the district. MAPS thanked the Board for the ratification of the OSEA contract. Mr. Pfaefflin described the "Grow your Own" program in which staff members who were interested in moving from a classified position to a licensed and then possibly an administrative position could receive support. He again thanked classified workers for their hard work.

X. COMMENTS AND COMMITTEE REPORTS BY INDIVIDUAL BOARD MEMBERS

Vice Chair Lafer thanked Charlotte St. Claire for her courage in making her testimony and said that he would be proposing an emergency work session at a future meeting. Mr. Lafer also thanked Ms. Mitchell for her testimony on the cost of childcare and said he would be promoting an initiative for free state preschool. Ms. Lafer thanked those who determined whether it was safe to come to school on inclement weather days.

Mr. Lafer again mentioned that Mr. Hess would be sharing information on electronic communications methods with support from Ms. Eric DeFreest.

Vice Chair Lafer was concerned and surprised at the potential cut in Educational Assistants (EAs) in the coming year and would be raising this concern at future Budget Committee meetings. Mr. Lafer also mentioned a lawsuit being filed by Seattle public schools against social media companies for knowingly harming the mental health of teenagers and he hoped that the district would join the suit. Mr. Lafer was also a proponent of no cell phone lunch periods.

Vice Chair Lafer reported that he would be traveling to Salem to support a bill for construction workers that would increase family wage jobs and apprenticeships.

Ms. Hasija Kauffman also thanked the transportation department for the information she received on inclement weather mornings.

Ms. Hasija Kauffman recognized the Oregon Battle of the Books teams which had to read many books to be prepared. She hoped that events such as OBOB might extend to art and science.

Ms. Hasija Kauffman recognized International Women's Day by recognizing the women teachers who took so much time out of their lives to support students and teach them well. She wondered whether they were being treated in such an inequitable way because they were women and hoped that actionable support could be provided. She referenced the extra time for grading as an example. She reported that many teachers also had second jobs to fully support themselves.

Ms. Hasija Kauffman shared statistics regarding the overwhelming percentage of teachers who were women, but also were white, and she talked about the need to have more representation in the teaching ranks for students of color. She thanked the other women Board members for their support and the good conversations that occurred during meetings.

Ms. Newman thanked Superintendent Dey for reading the proclamation regarding classified staff. She was surprised to learn that a third of students were transported. Ms. Newman also thanked Charlotte St. Claire for sharing what was occurring at her school, and she wanted to learn more.

Ms. Newman said that March was National Developmental Disability Awareness Month which was started to raise awareness and inclusion of those in the community who faced daily challenges and barriers because of their disabilities. Ms. Newman reported that the Eugene Mind & Body Divergence Alliance would be hosting a Strength in Neurodiversity Festival on March 15 at 6 p.m. at South Eugene High School.

Ms. Newman continued that Lane County had recently released their report on suicide. The report provided important information to raise awareness about suicide and urged the community to get involved to prevent more suicides. She shared some ways in which people could start a conversation with someone about whom they were concerned. Ms. Newman also mentioned the Sources of Strength program. Ms. Newman considered the district to be on the right track, but stressed that there was more work to do.

Ms. Hsu shared that she had attended a meeting at Kelly Middle School to discuss solutions for the Kelly and Yujin Gakuen colocation. She added there would be an additional meeting the coming Friday. She said that the group was gathering more information. She hoped that the programs would eventually be separated as they had been in the past and be provided appropriate teaching spaces.

Ms. Hsu had also visited two of the libraries at Howard and Holt Elementary Schools. Both schools were adding life and energy into the libraries, helping students with reading and activities. She said the enthusiasm around OBOB was joyful. She asked the district to prioritize libraries and said that investment in them was directly related to improvement in literacy.

Ms. Hsu said that the video that had been shared at the last Board meeting regarding microaggressions was shared by a white Board member and created by white staff. While she felt that the meanings of the person who presented the video were good and no harm was meant, the video did not recognize the nuance and complexity around race, gender, ethnicity and the constructs of divisiveness. Ms. Hsu was hearing that students were requesting BiPOC counselors and staff and more multicultural training was needed. She said the issue of racism was a community issue.

Ms. Hsu referenced Ms. Namkoong's presentation and said that the need to prioritize relationship building and the process of repair was imperative.

Ms. O'Rourke considered the voting down of a request for discussion regarding Signal earlier in the meeting an obstruction. As Ms. O'Rourke was continuing, Vice Chair Lafer called "point of order" regarding Ms. O'Rourke assumed intent. Chair Rabasa then interjected to attempt to take control of the meeting. Ms. O'Rourke asked for a vote to uphold the point of order of Robert's Rules of Order that prohibited Board member from attacking another member's motives.

Chair Rabasa moved the Board into a recess because of disruption.

Ms. O'Rourke continued to speak after the meeting had been called into recess and declared that she was on a racist Board which was supported by white supremacists. She continued that no one listened when the Black person said bad things were happening.

After this the feed was cut.

Chair Rabasa reopened the meeting at approximately 8:30 p.m. Chair Rabasa shared Resolution 2023-05, passed on November 16, 2022, which gave the responsibility to the chair to recess and either reconvene or adjourn the meeting if the meeting was disruptive.

Chair Rabasa called on Ms. O'Rourke to finish her remarks.

Ms. O'Rourke responded that her right to be heard had been denied. She added that one person did not get to decide intent and added that the resolution Ms. Rabasa referred to had been created because of potential safety issues. Ms. O'Rourke reminded the Board that they were there for students. The examples of what was being done to her were the same issues that students experienced daily. Ms. O'Rourke said that Ms. St. Claire was speaking truth to power. If the Board believed that what Ms. St. Claire said earlier in the meeting, they could not

then remove the power of their black female Board member. She wanted the Board to be a body of seven equal people.

Ms. O'Rourke said that racism was real. She had been pushed off many committees and believed that she would also be pushed off the Board. She was asking for legitimate change and was being silenced with bad behavior. Ms. O'Rourke said she appreciated being able to finish her comments.

Ms. Hays commended Superintendent Dey on the Budget Road Show. She referenced Oak Street Childcare that was available to Lane County employees and suggested the district look into something similar as a way to promote recruitment and retention. Ms. Hays thanked Ms. St. Claire for her brave comments. She also suggested the Board spend some time discussing and learning Robert's Rules of Order.

Ms. Hays responded to Ms. Hsu's comments regarding the video that she had shown at the last Board meeting. Ms. Hays said that as a disabled woman, she recognized herself in the video as she had been confronted by microaggressions. She hoped to have time to further discuss the video and its impact on Board members.

Chair Rabasa thanked Ms. St. Claire for showing everyone what true ally-ship looked like: her words were powerful and she had used her privilege to make others aware of an important issue. Chair Rabasa said that she had attended classes and learned how middle schoolers connected education and mental health. She had also attended the monthly meeting of the speech and language pathology team. She hoped all teams of practitioners would be offered time for similar collaboration. She saw the value of team members supporting each other.

Chair Rabasa, along with Ms. Hsu, attended the meeting during which the futures of Howard and Yujin Gakuen Elementary Schools were discussed. She urged the district to ensure that any conversation regarding the programs would include the value and importance of the Yujin Gakuen program, and the harm to both schools during their collocation.

Ms. Rabasa also commented on the video that had been shown two weeks prior. She was troubled by the diminishment of the importance of microaggressions through a simplistic message. Ms. Rabasa stated that microaggressions were aggressions regardless of the label given to them and to think otherwise was to allow them to be normalized. Ms. Rabasa listed all the ways in which microaggressions were curating collective society in the destructive values of the dominant culture.

XI. CONSENT GROUP – ITEMS FOR ACTION

1. Approve Minutes from February 1, 2023 Regular Board Meeting
2. Approve Outdoor School
Presenter: Arthur Hart
3. Approve Personnel Action
Presenter: Karen Hardin, Director of Human Resources

Vice Chair Lafer moved to approve the consent agenda. Ms. Hsu seconded the motion.

Ms. O'Rourke asked to pull item 1 of the consent agenda so that the first part of the meeting could be rewritten to reflect that some Board members could not get into the meeting until later than 7:00 p.m. and could not see what was happening in the Auditorium.

Ms. Hays added that she was not able to hear the call to order, the flag salute, or the land acknowledgment.

Vice Chair Lafer amended his motion to approve the consent agenda minus the minutes of February 1, 2023 so that the minutes could be corrected. Ms. Hsu seconded the amended motion.

The motion passed 6:0 with all Board members voting in the affirmative. Ms. Hasija Kauffman was no longer present and was excused from the rest of the meeting.

Ms. O'Rourke moved to have the minutes of February 1, 2023 be revised and brought back to the next Board meeting for approval. Ms. Hays seconded the motion. **The motion passed 6:0 with all those present voting in the affirmative.**

Vice Chair Lafer asked for the floor. Chair Rabasa conceded. Vice Chair Lafer asked whether there were any parts of the rest of the meeting that could be postponed. Chair Rabasa suggested that the Board hear Item XIV.1 – Integrated Guidance Proposed Activities, and Item XIII. 1 – Approve Legislative Board Subcommittee Letter in Support of HB 2883. Dr. Dey agreed to the proposed change to the agenda.

Ms. Newman said that she could email information regarding Item XII.1 – Legislative Board Subcommittee Standing Item for Information.

In response to a request from Chair Rabasa, Vice Chair Lafer made a motion to change the agenda for the rest of the meeting to include only the two items: XIV.1 and XIII.1. Ms. Hsu seconded the motion. **The motion was approved 6:0 with all those present voting in the affirmative.**

XII. ITEMS FOR INFORMATION

1. Legislative Board Subcommittee Standing Item for Information During the Current Session

Presenter: Judy Newman

Ms. Newman had offered earlier in the meeting to send information via email in order to shorten the duration of the meeting.

2. Integrated Guidance Part II: Well-Rounded Education and Strengthened Systems and Capacity

Presenter: Dr. Andy Dey, Superintendent

This item was tabled as a result of the changes to the agenda made immediately prior.

XIII. ITEMS FOR ACTION

1. Approve Legislative Board Subcommittee Letter in Support of HB 2883 (2nd Read)
Presenter: Judy Newman

Ms. Newman moved that the Board approved the letter in support of HB 2883. Vice Chair Lafer seconded the motion. There was no discussion, **and the motion passed 5:0 with all Board members present voting in the affirmative. Ms. Hasija Kauffman and Ms. O'Rourke were no longer in attendance.**

XIV. ITEMS FOR ACTION AT A FUTURE MEETING

1. Integrated Guidance Proposed Activities

Dr. Dey referred to the Board packet in which there were a list of proposed activities. Dr. Dey reported that the proposal was overbudget. The plan at that point was to listen to comments from employee groups and the public and return to the Board on March 15. In response to a question from Ms. Newman, Dr. Dey said that the project was overbudget by 2.5 million.

Chair Rabasa invited the employee group representatives to the table.

Seth Pfaefflin, representative from MAPS, acknowledge the complex task of prioritizing the different needs of the district in one spending plan. He shared that MAPS asked to see a balance of spending between schools and EdCenter staff, and optimizing them to support students effectively. Class sizes, caseloads, and mental health support services were a priority.

Sheila Waggoner, representative of OSEA, was unsure what many of the items listed in the guidance were for. She reported that classified staff members were asking for lower student to Education Assistant ratios and better training. Ms. Waggoner shared a story about two EAs that were responsible for 195 students on the playground. She added that many staff were reticent to take time for training when there were so few EAs available because they were concerned that their absence might go unfilled and the burden would be felt by fellow school staff. Ms. Waggoner also shared that a staff member had been bitten. Training and PPE that could have been made available to the staff member had not been.

Ms. Gordon, representative of EEA, said that it would be difficult to comment on the Integrated Guidance budget without a larger discussion of the regular budget. She recognized that the much of the Integrated Guidance budget was to support historically and currently underserved students. Ms. Gordon asked to explore the needs of older students who were not reading at grade level. She added that the social and emotional wellbeing and intense academic support needs of students were the highest priorities. Those needs could be mitigated by lower class sizes, lower special education caseloads, and having enough staff in the buildings working with students every single day and offering them the connection and support they deserved. Ms. Gordon urged the district and the Board to consider every line in the budget with that outcome in mind.

Mr. Pfaefflin agreed with Ms. Waggoner and Ms. Gordon in their urging of the Board to recognize the need to add staff to support the increased level of students with more mental health needs.

Chair Rabasa thanked the team for their comments. She added that Ms. O'Rourke had left the Board meeting.

- 2. Board Meeting Security Measures**
- 3. Book and Instruction Materials Challenges Policy**

4. Consider for Approval the 2023-24 Academic Calendar
Items 2-4 of the Section were tabled as a result of the agenda change approved earlier in the meeting.

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

Chair Rabasa said that the next regular meeting would be March 15, 2023
~~AUGUST 2022: Wednesday, August 3 and Wednesday, August 17~~
~~SEPTEMBER: Tuesday, September 6 Board Retreat; Wednesday, September 7 and Wednesday, September 21~~
~~OCTOBER: Saturday, October 1 Board Retreat; Wednesday, October 12; Wednesday, October 19 and Monday, October 24 Board Retreat~~
~~NOVEMBER: Wednesday, November 2 and Wednesday, November 16~~
~~DECEMBER: Wednesday, December 7 and Wednesday, December 14~~
~~JANUARY 2023: Wednesday, January 18~~
~~FEBRUARY: Wednesday, February 1, February 8 Executive Session and Wednesday, February 15~~
~~MARCH: Wednesday, March 1 and Wednesday, March 15~~
~~APRIL: Wednesday, April 19~~
~~MAY: Wednesday, May 3 and Wednesday, May 17~~
~~JUNE: Wednesday, June 7 and Wednesday, June 21~~

XVII. ADJOURN

Chair Rabasa adjourned the regular meeting at 10:07 p.m.

Andy Dey
District Clerk

Maya Rabasa
Board Chair

(Recorded by Eliza Drummond)



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

March 15, 2023

Title

Approve MOA with EEA/EAST to Provide Additional Compensation for Substitute Teachers Related to Change in High School Schedule for the 2022/23 School Year

Presenter(s)

Karen Hardin, Director of Human Resources

Background

This year EEA and 4J worked to resolve an issue related to Article 10.1.6 of the collective bargaining agreement which states the “district will make every effort to schedule a fifteen (15) minute break for every unit member every morning.” At the high school level this year, the schedule was adjusted to create a consistent morning break. The adjustment to the schedule created a conflict with the collective bargaining agreement between EEA/EAST (Eugene Associate of Substitute Teachers).

Article VI, B. 1. Assignments, within the EEA/EAST collective bargaining agreement states half-day assignments shall be hour (4) hours in length. If a substitute teacher works over four (4) hours, the current contract requires they be paid for a full-day of service (eight hours). The change to add the morning break has made it impossible for substitute teachers to cover the half-day of instruction without going over four (4) hours.

As the school district is working to adjust the high school schedule for the 2023/24 school year, this issue should be temporary. EAST and 4J have collaborated on a temporary compensation solution to provide an additional hour to morning half-day assignments and an additional hour of pay at the substitute’s hourly rate to ensure they receive their contractual preparation time.

EEA held a ratification vote on Monday, March 13, 2023.

Budget/Resource Implications:

While it is difficult to determine the exact cost to the district, we are confident the proposed Memorandum of Agreement (MOA) will not exceed funds allocated to support substitute teachers for the 2022/23 school year.

Recommendation

The Superintendent recommends approval of the proposed Memorandum of Agreement with EEA/EAST.

**PROPOSED MEMORANDUM OF AGREEMENT
EUGENE EDUCATION ASSOCIATION/EUGENE ASSOCIATION OF
SUBSTITUTE TEACHERS
AND
EUGENE SCHOOL DISTRICT 4J
February 16, 2023**

This Memorandum of Agreement (MOA) is hereby entered into by and between the Eugene School District 4J (District) and the Eugene Education Association/Eugene Association of Substitute Teachers (EAST) for the purpose of modifying Article VI, Section B (1) of the current Collective Bargaining Agreement (CBA).

1. A substitute teacher who is assigned and accepts a morning half-day assignment at a high school will be paid an additional one hour of pay, at the substitute teacher's hourly rate, in compensation for the impossibility of providing the said member contractually mandated preparation time prior to the beginning of instruction.
2. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect.
3. This MOA shall not be precedent setting and shall expire at the end of the 2022-2023 school year.

Eugene Education Association

Eugene School District 4J

For the Association

Date

For the District

Date



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

March 15, 2023

Title

Contract for Bond Counsel with Mersereau Shannon

Presenter

Matt Brown

Background

A recent RFP was completed for bond counsel services for the district. Periodically, as best practice, we look at our current services and proceed with an RFP to ensure that the district is receiving the best value for the services. The District's previous bond counsel was Mersereau Shannon with a similar contract to what is proposed here. This firm was one of 3 RFP responses rated by Procurement, Finance, and Facility departments. The new contract is for a 1 year period with an option to review four (4) one (1) year periods.

Options and Alternatives

Options include:

1. Voting to approve for signature the contract award 23-195 Bond Counsel Services.
2. Not approving for signature and going out for a new RFP for Bond Counsel Services.

Recommendation

Staff recommends approving the contract for signature.



This contract award executed by Eugene School District 4J (“District 4J”) and the following documents incorporated into the contract by reference, shall constitute the full and complete agreement (“Agreement”) between District 4J and Mersereau Shannon LLP (“Mersereau Shannon”):

1. District 4J RFP 23-195, dated October 31, 2022 (“RFP”);
2. Mersereau Shannon response to the RFP, dated December 8, 2022 (“Proposal”);

Any other communications, oral or written, are not binding on either party. All modifications to this Agreement must be in writing and signed by a duly authorized representative of the District 4J and Mersereau Shannon.

Term. The term of the agreement is from date of final signature below through June 30, 2024, with option to extend for four (4) one (1) year periods.

This Agreement represents the entire agreement between the parties. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Eugene School District 4J

By: _____

Date: _____

Mersereau Shannon LLP

By: _____

Date: _____



REQUEST FOR PROPOSAL
Solicitation # 23-195
Bond Counsel Services

Proposals due Thursday, December 1, 2022, 4:00pm local time

Proposals and supporting documentation are to be submitted to:

solicitations@4j.lane.edu

Contact Information

Dustin Hayden, Purchasing Analyst
Eugene School District 4J, Purchasing Office
200 North Monroe Street
Eugene, OR 97402

solictiations@4j.lane.edu
(541) 790-7620

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REQUEST FOR PROPOSAL

General Information

Notice is hereby given that proposals will be accepted for the following items and/or services by Eugene School District 4J:

<u>Materials/Service</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Bond Counsel Services	Dec 1, 2022	4:00 p.m.	Eugene School District 4J Purchasing

Vendors who demonstrate an ability to meet the enclosed requirements, specifications, and timelines are invited to submit a proposal as specified herein.

Method of Award

The District intends to enter into one or more one (1) year professional service agreement(s) to start January 1, 2023. Agreements may be extended for up to four (4) additional one (1) year periods, at the option of the District, after an annual evaluation of services.

Proposal Submission

Each Proposer shall submit a proposal in specified file format by email to solicitations@4j.lane.edu. Electronic proposal must be received via email no later than December 1, 2022 AT 4:00 PM LOCAL TIME. Proposals delivered after the deadline will not be accepted. Proposals submitted will remain confidential in nature until Notice of Intent to Award has been issued by the District. Proposer shall submit offer using the attachments provided in accordance with the instructions provided herein. Proposer’s Signature Page form shall be completed and signed by a person authorized to bind the Proposer.

Questions and comments regarding this Request for Proposal, its terms and conditions should be directed to Dustin Hayden, Purchasing Analyst at (541) 790-7620 or by email solicitations@4j.lane.edu. Please review the enclosed document carefully.

Timeline

<u>Deadline</u>	<u>Event</u>
October 31, 2022	Issue Request for Proposal
November 14, 2022 (4 p.m.)	RFP questions due
November 21, 2022	Release of Addendum to RFP, if appropriate
December 1, 2022 (4 p.m.)	Proposals Due (email)
December 9, 2022	Notice of Intent to Award (email to each Proposer)
December 16, 2022 (12:00 p.m.)	End of Protest Period
January 1, 2023	Contracts signed

The District will make every effort to administer the proposal process in accordance with the Timeline. However, the District reserves the right to modify the proposal process and dates as deemed appropriate.

SECTION 1 INSTRUCTION TO PROPOSERS

These instructions outline the offer submission procedures, evaluation of offers, and the award of a contract. The term “District” refers to the Eugene School District 4J. The term “Proposer” refers to any entity submitting an offer in response to this solicitation. The term “Vendor” refers to any Proposer(s) awarded a contract.

1.1 Solicitation review

Proposer must carefully review this document and is responsible for knowing and understanding the terms and conditions included in or applicable to this document. Unless defects, ambiguities, omissions or errors are brought to District’s attention in advance of the date the proposal is due, protests or appeals based on such defects, ambiguities, omissions, or errors will not be favorably considered.

1.2 Change, clarification or protest

Proposers may request changes or clarification to, or must protest the contract terms and conditions or the specifications of the RFP. Proposer’s comments must be e-mailed to and received by District by the date listed on the Timeline to allow enough time for issuance of an addendum, if required. Such comments shall include:

- A detailed statement of the legal and factual grounds for the change, clarification, or protest; and
- A description of the resulting prejudice to the proposer; and
- A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.

All proposals are to remain valid for sixty (60) days from the due date. District shall not consider a proposer’s request for change or protest after RFP due date and time. District shall provide notice to the applicable proposer if it entirely rejects the request or protest. If District agrees with the proposer’s request or protest, in whole or in part, District shall issue an addendum reflecting its determination.

1.3 Addenda

Changes or additions to RFP documents shall be accomplished by written addenda. Addenda shall be issued prior to the RFP due date to allow proposers sufficient time to consider the changes or additions in preparing their offers. The Proposer shall acknowledge receipt of all addenda issued on the appropriate submittal tab enclosed. At its discretion, District may extend the RFP due date and time to allow proposers time to analyze and adjust to any changes. Proposers are responsible to make inquiry as to any addenda issued.

1.4 Modification or withdrawal

Proposers may modify or withdraw a submitted proposal only prior to the RFP due date and time. A modification or withdrawal shall be submitted by an authorized representative and shall state the action requested (e.g., the modified offer supersedes the prior offer; the submitted offer is withdrawn).

1.5 Submitting proposals

Proposers are solely responsible for delivering the offer in the designate manner to the designated delivery point prior to the RFP due day and time. Each Proposer shall submit the following: One original proposal in specified format by email to solicitations@4j.lane.edu. Proposal must be received no later than December 1, 2022 at 4:00 pm local time, at which time and place acceptance of proposals will be

closed. Proposals delivered after the deadline will not be accepted. Proposal submitted will remain confidential in nature until a notice of intent to award has been issued by the District.

- Email submission to solicitations@4j.lane.edu with a subject line of Bond Counsel Services RFP: [Proposer's Name].
- Attachments should be in specified format and be named as follows: Bond Counsel Services RFP [Proposer's Name] [Attachment Name]
- Submitted email submissions will not be opened until the RFP due date and time.

See Item 1.18 Confidentiality for submission of items requested to be exempt from Oregon Public Records Law and disclosure.

1.6 Submittal requirements

See SECTION 5: PROPOSAL SUBMITTAL PROCEDURES for proposal submittal procedures for complete submittal requirements.

1.7 Receiving offers

- Each offer will be electronically time-stamped by District's server and email system with the date and time it was received. A reply email will confirm receipt of the email by District.
- Offers shall be held unopened and until the RFP due date and time. District shall not be responsible for the premature opening or failure to open an offer that is not properly addressed or identified.
- Failure to submit proposals in the specified format shall be considered just cause for rejection of the proposal at the sole discretion of District.
- When the proposal due date and time has passed, District will cause the proposals to be opened and recorded. The number of proposals received, the identity of proposers, or the contents of a proposal will not be disclosed to the public until all proposals are evaluated and recommendation for award has been determined.

1.8 Late proposals

Proposals received after the specified due date and time shall not be considered and shall be held unopened by District until after the award of the contract. District shall make no concessions regarding postal service or any other form of conveyance of the offer document even when timely delivery of the offer fails through no fault of the proposer. District reserves the right to, at its discretion, to consider offers delayed or mishandled by District.

1.9 Offer acceptance

- By signing and returning a proposal, the proposer acknowledges it has read and understands the terms and conditions contained in the request for proposal document and that it accepts and agrees to be bound by the terms and conditions of the request for proposal document.
- A proposer's offer shall be firm, irrevocable, valid, and binding on the proposer for not less than 60 days from the proposal due date and time unless otherwise specified. District may request either orally or in writing that a proposer extends the time for acceptance.

1.10 Cancellation/rejection of offers

- District may cancel the solicitation if such cancellation is in the best interest of District. District may reject for good cause any offer:
- That is not in compliance with the prescribed RFP procedures and requirements; or

- Upon District's written determination, it is in the public interest to do so; or
- If the proposer is not responsible, e.g., the proposer has failed to perform under some other contract of a similar nature with District; or
- When the proposer fails to supply on offer security or performance bonds, specifications, samples, descriptive literature, references, etc., when such is required or requested; or
- When the proposer fails to include acknowledgement of all addenda issued.

1.11 Mistakes by proposer

District has the authority to waive any and all minor deviations, informalities, or inadvertent nonjudgmental mistakes on any offer. Such mistakes must be a matter of form, rather than substance, which is clearly evident regarding the offer or an insignificant mistake that can be waived or corrected promptly without prejudice to other proposers or District. Errors in judgment made in an offer by a proposer shall not be waived.

1.12 Responsive/Responsible proposer

A responsive proposal is one that conforms in all-material respects to the RFP. The District reserves the right to waive technicalities or minor informalities in determining a Proposer's responsiveness. A responsible Proposer is a person or firm that has the capability in all respects to perform fully the contract requirements, as well as the tenacity, perseverance, expertise, integrity, reliability, capacity, facilities, equipment, staff, and credit that will assure good faith performance.

1.13 Clarification of responses

District reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing, which includes electronic format such as email. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.

1.14 References

References are required as part of the response to this solicitation. Please refer to ATTACHMENT B: REFERENCES for required references to be provided with proposal submissions. Failure to provide references as specified shall be grounds for rejection of proposal. District reserves the right to investigate references including customers other than those listed in proposer's submission. Investigation may include past performance of any proposer with contractual obligations its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

1.15 Negotiation with awarded Vendor

District reserves the right to negotiate final contract terms with the awarded Vendor to the fullest extent allowed by law and as in the best interest of the District.

1.16 Collusion

A Proposer submitting a Proposal hereby certifies that no officer, agent or employee of District has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

1.17 Recycled materials and sustainable products and processes

- Use of recycled materials. Vendor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the contract.
- Preference for recycled materials. As required by law, District shall prefer materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the specifications.
- Sustainable practices and products. District supports and encourages the use of sustainable products by Vendor. To contribute to a clean environment for present and future generations, Vendor shall utilize sustainable products to the maximum extent feasible during the performance of this contract. Products and practices utilized by Vendor shall be based upon long-term environmental impact, social costs, and operational cost.

1.18 Confidentiality

District is subject to the Oregon Public Records Law (Oregon Revised Statutes (ORS) 192.311 to 192.431), which requires District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.345, 192.355 or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.345 (2)) and computer programs (ORS 192.345 (15)). District will not disclose records submitted by a proposer that are exempt from disclosure under the public records law, subject to the following procedures and limitations.

If proposer submits information deemed confidential, a separate copy of the proposal package should be emailed to solicitations@4j.lane.edu and titled “Bond Counsel Services RFP [Proposer Name] REDACTED”.

All pages containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- Where such conflict (in c. above) occurs, the proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
- The statement above shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire RFP cannot be marked confidential, nor, shall any pricing. Should an RFP be submitted in this manner, no portion of it can be held as confidential unless that portion is segregated in the above manner and meets the above criteria.

Notwithstanding the above procedures, District reserves the right to disclose information that District determines, in its sole discretion, is not exempt from disclosure or that District is directed to disclose by District attorney or a court of competent jurisdiction. Prior to disclosing such information, District will notify the proposer. If the proposer disagrees with District’s decision, District may, but is not required to enter into an agreement not to disclose the information so long as the proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

1.19 Method of award

- The contents of the proposal of the successful proposer will become contractual obligations if an award is made. Failure of the successful proposer to accept any contractual obligations may result in cancellation of the award.
- A contract shall be awarded only to the responsible Proposer that submits the highest scoring and most responsive proposal which meets and complies with all solicitation requirements as determined by the evaluation factors, provided that the proposal is reasonable and it is in the best interest of the District to accept it.
- A notice of intent to award (NIA) will be provided via email to each proposer after the evaluation process is complete.

1.20 Proposer preference

In determining the lowest responsible proposer, District shall, for the purpose of awarding the contract, add a percent increase on the offer of a non-resident proposer equal to the percent, if any, of the preference given to that proposer in the state in which the proposer resides. Each proposer must identify whether the proposer is a “resident proposer” as defined in ORS 279a.120(1).

1.21 Evaluation and award

Evaluation:

- District shall review offers to determine whether an offer is responsive and/or a proposer is responsible. District will award a contract only to a responsible proposer with a responsive offer.
- District may set forth special evaluation criteria (other than price) in SECTION 2: INTRODUCTION AND BACKGROUND INFORMATION and SECTION 3: SCOPE OF WORK that will be used to determine the successful proposer. No offer shall be evaluated for any criteria not disclosed herein.
- Unless expressly authorized, proposers shall not make their offer contingent upon District’s acceptance of any specifications of contract terms that conflict with or are in addition to those in this proposal.

Award:

- After the evaluation process is complete, District shall provide written notice to all proposers of District’s intent to award the contract (Notice of Intent to Award - NIA).
- The District’s award shall not be final until the latter of the following:
 - Seven (7) days after the date of the NIA, unless otherwise provided; or until District provides a written response to all timely-filed protests (if any) denying the protest and affirming the award. See the Aggrieved Proposer clause for more on protest.

1.22 Aggrieved proposers

Any adversely affected proposer may submit a written protest of District’s Notice of Intent to Award (NIA). Protest(s) must be received no later than 12:00 noon on the seventh (7th) calendar day after the NIA is published.

- A proposer is only adversely affected if the proposer is eligible for award of the contract. The protesting proposer must claim that the selected proposer is ineligible for award:
- Because their offer was non-responsive; or
- District committed a substantial violation of a provision in the RFP document or of an applicable administrative rule and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been the selected proposer.

- The written protest must include the name of the person submitting the protest, the name of the proposer represented by that person, the specific RFP including the solicitation number that is being appealed, and a detailed explanation of the reasons (facts of evidence) for the appeal.
- District shall not consider a protest that is submitted after the established time period.
- The aggrieved proposer must serve all other proposer with notice of its appeal to allow for rebuttal.
- Failure to give written notice of appeal to District as provided herein constitutes a waiver by the aggrieved proposer of any objections to the NIA.
- Disagreement with the bidding process is not justification for appeal.
- Protest decision. Upon receipt of any appeal, the Support Services Director or Designee shall review the protest and submit a written decision to the protester within fourteen (14) calendar days of the date of receipt of the protest. The affected proposer must take further protest to the School Board. The aggrieved proposer must notify the Support Services Director in writing before such action is taken.

1.23 Prices

Prices quoted must be exclusive of federal, state, and local taxes. If the proposer believes that certain taxes are payable by District, the proposer may list such taxes separately, directly below the unit prices for the affected item.

1.24 Acceptance period

All offers submitted shall remain in force for a period of sixty (60) days in order to provide time for evaluation of offers received and approval of proposed awards. District shall request in writing any extension of this sixty (60) day acceptance period.

1.25 Proposal preparation costs

District is not liable for any costs incurred by the proposer in preparation of the proposal.

1.26 Contract funding

Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the District's Board of Directors, District reserves the right to cancel fixed quantity, multi-year term, or requirements contracts at no penalty.

1.27 Conflicting terms

In the event that the Introduction and Background Information (SECTION 2) and Scope of Work (SECTION 3) conflict with the General Provisions (SECTION 6) or the Instructions to Proposers (SECTION 1), the Introduction and Background Information and Scope of Work shall take precedence.

1.28 Safety

Vendor shall comply with all application provisions of the Occupational Safety and Health Act throughout the duration of the specified work.

SECTION 2 INTRODUCTION AND BACKGROUND INFORMATION

2.1 Scope

Eugene School District 4J (“District”) invites proposals from qualified firms to supply bond counsel services for the District’s current and future finance activities. The District will issue a contract with an anticipated start date of January 1, 2023 for a one year term with a possibility of up to four annual renewals.

2.2 District 4J Information

The District is primarily located in Lane County, with small portions extending north into Linn County. The District’s boundaries include portions of the City of Eugene, City of Springfield, and City of Coburg. The largest city in the District is the City of Eugene. Formed in 1854, the District encompasses approximately 155 square miles of western Oregon at the southern end of the Willamette Valley, 110 miles south of Portland.

Eugene School District 4J has an enrollment of over 16,000 students at thirty-five (35) school sites, including nineteen (19) elementary schools, eight (8) middle schools, and five (5) high schools. The District-budget resourced for all funds are approximately \$548 million for the 2022-23 school year. There are five public charter schools located within the District.

2.3 Contract Period

The Contract shall commence on January 1, 2023 for a period of 1 year with options for renewal not to exceed 4 additional 1 year terms.

2.4 Background

Background on the District’s past bond issuances and current long-term debt obligations is located within the District’s 2022-23 Adopted Budget (https://www.4j.lane.edu/wp-content/uploads/2022/07/Eugene-SD-Adopted-Budget_FY2023_Optimized.pdf) and Comprehensive Annual Financial Report for the year ended June 30, 2021 (<https://www.4j.lane.edu/wp-content/uploads/2022/01/FY2021-Final-Eugene-4j-Optimized.pdf>).

2018 School Bond Measure:

- Measure 20-297, the school bond measure approved by voters in November 2018, will fund improvement at every 4J school and for every student. Every school will receive safety and security improvements, new curriculum materials, and technology upgrades for a 21st century education.
- To see a full improvement plan, visit <https://www.4j.lane.edu/bond/projects/>.

Recent bus and activity van purchases have been funded through bond issuances, but the District typically enters into capital lease agreements to finance these types of purchases and will likely return to this financing option as bond funds have been fully expended for this purpose.

The District is currently exploring options for a future request to voters that would finance school construction projects identified within the District’s facilities plan and address vital purchases in the areas of technology, curriculum, and transportation.

SECTION 3 SCOPE OF WORK

3.1 Scope of Work

The scope of work with the Bond Counsel may include but not be limited to the following services at the request of the District:

- Provide all customary bond counsel services to the District in relation to:
 - Bond Authorization
 - Sale and Delivery of General Obligation Bonds
 - Full Faith and Credit Obligations
 - Lease and Capital Financings
 - Local Option Levies
 - Tax Anticipation Notes (TANs)
- Advise the District as to legal matters relevant to statements made in previously provided legal opinions of bond counsel to ensure that the conduct of the District remains consistent with those statements, to the extent appropriate.
- Prepare or assist as necessary in the preparation of any document related to a specific issue of obligations, including but not limited to transcripts, bond authorization, bond resolution, trust agreements, indentures, loan or lease agreements, bond purchase agreements, security documents, prospectus, preliminary official statements, official statements, bond sale notices, bond forms, or bid forms.
- Advise the District concerning maintenance of the tax status of specific obligations, compliance with any requirements governing representations or disclosures relating to the obligations and compliance with any documents issued or executed with respect to the obligations.
- Advise the District concerning accounting and investment procedures recommended or required for compliance with tax and federal securities laws and regulations including those governing rebate and arbitrage.
- Advise and assist the District in preparing the legal documents necessary to exercise early redemptions of outstanding bonds.
- Attend meetings and advise the District on matters not related to a particular financing but for which bond counsel advice may be required or desirable.
- Work collaboratively with the Superintendent, Chief Financial Officer and finance staff to assist the District in its work as requested.

3.2 Requirements

All items described below must be addressed in the written response of firms interested in serving as Bond Counsel for the District.

- 3.2.1 Provide a complete description of your firm, including all the services your firm provides, the firm resources and partnerships that are available to your clients, and your firm’s knowledge and experience with Oregon school district financings.

- 3.2.2 Provide a detailed description of the services your firm provides in the following areas:
 - Bond Authorization
 - Sale and Delivery of General Obligation Bonds
 - Full Faith and Credit Obligations
 - Lease and Capital Financings
 - Local Option Levies

Tax Anticipations Notes (TANs)

- 3.2.3 Provide the name of the person who will serve as the primary contact for the District and the person(s) who will attend District meetings. Describe the experience of this individual as well as other individuals who will be assigned to work with the District, which emphasis on each individual's experience with school district financings. Please designate the individual from your firm who will provide tax advice to the District. Also provide the estimated percentage of time each individual listed above would devote to a transaction and the nature of service or work that each individual will perform. Describe the staffing of a typical transaction (general obligation bond sale) and how your firm would ensure adequate staffing for the District transactions and meetings. In an exhibit or appendix, please provide a brief resume for each individual identified that will work on this account.
- 3.2.4 Describe your firm's fee structure for each of the financing activities listed in item #3.2.1. If a fixed fee is charged provide a detailed explanation of how the fee is calculated and when the fee is paid. If your firm's fee structure is based on hours worked provide the hourly rate for each staffing level (partner, associate, paralegal, etc.), the scope of each participant's work, the number of hours estimated for each participant per transaction and the expenses (such as travel, postage, copying, etc.). Institutions would be billed for the following typical transactions:
 A \$40 million new money, fixed rate bond financing;
 A \$40 million full faith and credit obligation issuance;
 A \$5 million capital financing for new school buses; and
 A typical \$40 million current or advance refunding.

In connection with this answer, please describe what you consider to be a typical financing and what aspects of these transactions you would consider to be non-typical and thus not within these parameters. Describe your firm's approach towards pricing of services for a non-typical financing transaction.

Failure to respond completely to this question may result in your firm's disqualification from the RFP process. For every general obligation bond issuance or other significant financing activity, Bond Counsel firms will be expected to prepare a fee letter specifically describing the proposed fee for the transaction, based on the agreed-upon fee schedule, which must be approved by the District prior to commencement of work.

- 3.2.5 Provide a list of Oregon school district clients served by the firm in the past three years for which you have provided similar services as outlined in this solicitation. Provide names, addresses, and telephone numbers of at least three clients whom we may contact. Provide the scope and duration of bond counsel services to these clients and the projects financed. Provide any other information that you believe is important for the selection committee to be aware of relating to bond financings for which your firm has acted as bond counsel.
- 3.2.6 Discuss any recent in-depth experience your firm has had with the regulations, procedures and rulings of the Internal Revenue Services, Securities and Exchange Commission and the Municipal Securities Rulemaking Board as they relate to the issuance and delivery of bonds, including post issuance compliance best practices.
- 3.2.7 Describe your firm's ability to track, monitor, and advise the District on federal legislation, state legislation and Oregon administrative rules that may affect the District's operations. Describe

how you regularly communicate with and advise your clients regarding changes in tax law and other related state and federal legislation.

- 3.2.8 Provide a statement of assurance that your firm is not currently in violation of any regulatory agency rules or, if in violation, an explanation as to why such violation does not have a material adverse effect on your ability to act as the District's Bond Counsel.
- 3.2.9 Provide a copy of any document that describes your firm's equal opportunity (EEO) program. A comprehensive EEO policy may be attached as an Appendix to your firm's proposal. However, a brief history, scope, and summary of any results of your firm's policy must be including in the body of the proposal.

SECTION 4 PROPOSAL EVALUATION PROCEDURES

4.1 Introduction

This section prescribes the mandatory format for the presentation of a proposal in response to this request. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each proposal. Failure to submit a proposal in accordance with the provisions of this Section may be grounds to declare the proposal non-responsive. Failure to provide any information requested may result in rejection of your proposal.

4.2 Offer Format

Proposal is to include a signature page (Appendix C), all required text and all required certifications and is requested to be submitted electronically.

4.3 Proposal Rejection

The District reserves the right:

- to reject any or all proposals not in compliance with all public procedures and requirements.
- to reject any proposal(s) not meeting the specifications set forth herein.
- to waive any or all irregularities in proposals submitted.
- to consider the competency of Proposers in making any award.
- to follow the provisions of the Attorney General Model Procurement Rules, in the event two or more proposals are for the same amount for the same work.
- to reject all proposals.
- to award any or all parts of any proposal.
- to request references and other data to determine responsiveness.

4.4 Selection and Evaluation Process

Proposal will be reviewed by a committee to determine which one best meets the needs of the District. After meeting the mandatory requirements, the proposals will be evaluated for their technical and cost responses. The review committee will make a recommendation to the District for their consideration. The firm(s) and Eugene School District 4J will enter into a contract incorporating the terms and conditions of this RFP document and the Proposer's response.

Proposers taking exception to any contract terms must indicate the same in their proposal or exceptions will be deemed waived.

At Eugene School District 4Js' option, during proposal review, Proposer may be contacted to clarify or elaborate on the proposal, but will in no way be provided an opportunity to change any fee amount originally proposed. Eugene School District 4J staff may also contact any references listed on proposals.

4.5 Evaluation Criteria

The District has chosen to implement a point system to make awards. Proposals will be initially reviewed for completeness and compliance with the requirements of this RFP. Those proposals which are incomplete, which do not meet all requirements of the RFP, or otherwise deemed by the District to be "non-responsive" will be rejected. Proposals considered complete, or "responsive", will be reviewed further to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the proposal is unclear, Proposer may be asked to provide written clarification. The following scoring system will be used in determining which of the proposers will most closely meet the best

interests of the District. There is a possible score of 100 points. Scoring will be based on criteria outlined below.

Proposers are cautioned to provide in their proposals as much detail as possible pertaining to their capabilities and experience providing the services requested in this solicitation. Do not assume the District or evaluation team is familiar with the Proposer. Concise and direct answers are encouraged. The specifications, characteristics, and requirements listed in this solicitations are in no way to be considered exhaustive. Proposals must contain the specific information and attachments requested and in the order listed below.

EXPERIENCE AND REPUTATION OF PROPOSER (30 Points Possible)

- Firm’s experience supplying services to Oregon school districts of similar size or structure
- Firm longevity, reputation and financial stability
- References
- Supplemental material submitted

ABILITY TO PROVIDE SERVICES PER SPECIFICATIONS (25 Points Possible)

- Ability to perform the contract: location, resources
- Understanding of services to be provided
- Availability considering workload and size of firm

QUALIFICATIONS – STAFF/SUPPORT SERVICES INFORMATION (25 Points Possible)

- Qualifications of staff: credentials, experience, longevity with firm
- Specific personnel proposed to be assigned to the contract
- Customer service plan

COST OF SERVICES (20 Points Possible)

4.6 Evaluation Factors Matrix

Criteria	Points
Experience and reputation of proposer	30
Ability to provide services per specifications	25
Qualifications – staff/support services information	25
Cost of services	20
Total	100

4.7 Proposal Validity Period

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

4.8 Competency of Vendor

To enable District to evaluate the competency and financial stability of a Vendor, the qualifying and accepted Vendor(s) shall, upon request, furnish such information as reasonably necessary.

4.9 Protest of Award

In accordance with the Attorney Generals Model Procurement Rules, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

4.10 Reservation in Evaluation

District selection committee reserves the right to either: a) request “Best and Final Offers” from the two highest scoring Vendors and award to the lowest priced or b) to reassess the proposal and award to Vendor determined to best meet the overall needs of the District, or c) award to multiple vendors.

4.11 Proposal Evaluation

- The Proposal segments shall be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators). The District may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators’ area of expertise. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposal(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.
- Working as a Committee or independently (at the discretion of the District) with copies of the written proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein.
- After receipt and evaluation of the written proposals, one or more Proposer may be asked to provide an on-site presentation of their proposal and demonstration of services. If presentations are required, the District reserves the right to re-evaluate the scores for each criteria listed based on the presentation.

4.12 Protest of Award

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740 any adversely affected Proposer has five (5) calendar days from the date of the written notice of intent to award to file a written protest.

SECTION 5 PROPOSAL SUBMITTAL PROCEDURES

5.1 **Proposal Deadline**

Proposals will be accepted until 4:00 PM local time, December 1, 2022 via email to solicitations@4j.lane.edu. Delivery is the sole responsibility of the Proposer. Proposer accepts all risks of late delivery of emailed proposals, or of miss-delivery, regardless of fault. A proposal may be submitted by each proposing firm.

5.2 **Restriction on District Contact**

From the issue date of this RFP until a firm is selected, all contact with District employees or School Board members concerning the RFP must be cleared through the following District contact: Dustin Hayden, 541-790-7620 or solicitations@4j.lane.edu.

5.3 **Right to Reject Proposals**

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. We reserve the right without prejudice to reject and all proposals.

5.4 **Cost of Preparing a Proposal**

The RFP does not commit the District to paying any costs incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

5.5 **Proposal Content and Format**

To simplify and expedite the review process, the District request that candidates prepare proposals in the standard format specified below:

Title Page

- Proposer should identify: the RFP subject; firm name, local address, and phone number; proposal contact name, title, telephone number, and email; date of submission; and period for which the proposal is effective (non-rescindable).

Table of Contents

- The table of contents should include a clear and complete identification by section and page number of the materials submitted.

Transmittal Letter

- The transmittal letter should be not more than two pages long and should include as a minimum the following:
 - A brief statement of the Proposer’s understanding of the objective of the services to be performed;
 - A positive commitment to perform the service within the time period specified;
 - The names of persons authorized to represent the Proposer, their title, address, telephone number, and email (if different from the individual who signs the transmittal letter).

Proposal contents in response to SECTION 3: SCOPE OF WORK AND SECTION 4: PROPOSAL EVALUATION PROCEDURES.

- Proposers should ensure the proposals:
 - Describe plans to duplicate current services.
 - Describe alternate design(s).
 - Address evaluation criteria.
 - Provide proposed fees for the following:
 - Duplication of the current services.
 - Alternate services.
 - Alternate funding mechanisms.

Financial Statement

- Provide one (1) copy of your most recent yearly financial statement.

Submittals required

- Each submittal shall contain the following forms, found in the proceeding pages of this document:
 - ATTACHMENT A: Additional Representations, signed and dated (page 29)
 - ATTACHMENT B: References, completed with up to five references. (page 31)
 - ATTACHMENT C: Signature Page (pages 32)
 - ATTACHMENT D: Tax Classification (page 34)
 - ATTACHMENT E: Certified Disadvantaged Business Outreach Plan (pages 35)

SECTION 6 GENERAL PROVISIONS

6.1 Acceptance

Signature on an Agreement shall constitute Acceptance of the offer including all the terms and conditions specified in the solicitation. Receipt of a fully executed Agreement shall cause initiation of performance by the Proposer. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Proposer are rejected unless expressly agreed to in writing by an authorized representative of the District's Purchasing Department.

6.2 Independent Proposer Status

Proposer shall certify status as an independent Proposer and nothing herein is to be construed as establishing an employer-employee relationship.

6.3 Other Proposers

The District may undertake or award other contracts for additional or related work, and the Proposer shall fully cooperate with such other Proposers and with any District employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Proposer shall not commit or permit any act that will interfere with the performance of work by any other Proposer or by District employees.

6.4 Subcontracts and Assignment

PROPOSER shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of the DISTRICT. The DISTRICT may withhold such consent for any or no reason. If the DISTRICT consents to an assignment or subcontract, then in addition to any other provisions of this Contract, PROPOSER shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind PROPOSER. The parties agree that any such subcontracts shall be construed as matters solely between PROPOSER and its subcontractor and shall not have any binding effect on DISTRICT.

6.5 No Third Party Beneficiaries

DISTRICT and PROPOSER are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

6.6 Successors in Interest

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

6.7 No Authority to Bind District

PROPOSER has no authority to bind or obligate the other or to enter into contracts or agreements on behalf of the DISTRICT. This agreement does not create a partnership, joint venture or agency between the parties.

6.8 No Modification of Order

The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the District's Purchasing Department.

6.9 Escalation

Any price or cost adjustments shall be submitted by the Proposer no less than 60 days prior to the time in which such increases are to become effective. The District reserves the right to reject any modifications of the contract unacceptable to the District. Prices must be held firm for the first 12 months of the contract.

6.10 Changes

District may, at any time, and from time to time by written order from 4J Purchasing to the Proposer, make changes in any one or more of the following: (a) method of shipment or packing; and (b) time and/or place of delivery, including adding or changing delivery locations and to increase or decrease the number of deliveries to delivery locations; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Proposer hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the District, except when confirmed in writing by a member of the District's Purchasing Department.

6.11 Nonperformance

As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If PROPOSER fails to perform under this Contract, then DISTRICT, after giving seven days' written notice and opportunity to cure to PROPOSER, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that PROPOSER shall bear any reasonable cost difference, as measured against any unpaid balance due PROPOSER, for these substitute goods or services.

6.12 Termination for Convenience

District may terminate a contract, in whole or in part without showing cause upon giving written notice to the Proposer. The District shall pay all reasonable costs incurred by the Proposer up to the date of termination. Proposer will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

6.13 Termination for default

- District may, at its option, terminate or cancel an agreement, for any material violation of the provisions of the agreement. Such provisions generally include, but are not limited to:
 - Standard terms and conditions included in all contracts:
 - Product or service specifications
 - Delivery or completion requirements; or
 - Pricing and price escalation/de-escalation clauses
- District's termination of an agreement or of a Proposer's performance shall not restrict or abrogate any other remedy available to District that is provided either by law or under the agreement, unless other remedies are expressly limited by the terms of the agreement.
- Unless otherwise agreed upon in the agreement, District will provide Proposer written notice of its intent to terminate the agreement or Proposer's performance. If Proposer provided a

performance and payment bond, the surety shall also be provided with a copy of the notice of termination. Unless otherwise provided in the agreement, the notice shall include:

- The effective date of termination,
- The grounds for termination,
- Notice of the time (if any) in which District will permit Proposer to correct the failure to perform.

6.14 Bankruptcy

District may terminate this agreement in whole or in part by written or telegraphic notice:

- If Proposer shall become insolvent or makes a general assignment for the benefit of creditors; or
- If a petition under any bankruptcy act or similar statute is filed by or against Proposer and is not vacated within ten (10) days after it is filed. Termination under this clause shall be in accordance with "termination for default" clause.

6.15 Remedies

In case of PROPOSER breach, the parties agree that the DISTRICT is entitled to any available legal and equitable remedy. In case of DISTRICT breach, the parties agree that PROPOSER's remedy is limited to Contract termination and receipt of Contract payments to which PROPOSER is entitled.

6.16 Ownership of Work Product

PROPOSER agrees that all work products created or developed for DISTRICT by PROPOSER pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the DISTRICT. If any such work products contain PROPOSER's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, PROPOSER hereby grants DISTRICT a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. DISTRICT claims no right to any pre-existing work product of PROPOSER provided to DISTRICT by PROPOSER in the performance of this Contract, except to copy, use, or re-use any such work product for DISTRICT use only.

6.17 Hazardous Materials

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

6.18 When Work is performed on District Property (Including Schools)

- Proposer shall comply with the following:
 - Identification. When performing work on District property, Proposer and Proposer's employees shall be in appropriate work attire (or uniform, if applicable) at all times. When required by schools and other District locations, each day Proposer and/or Proposer's employees are present on District property, they must sign in at the location's main office and obtain an identification/visitor tag. Proposer and/or Proposer's employees must display this tag on their person at all times while on District property.
 - No Smoking. All District properties are tobacco-free zones; Proposer and/or Proposer's employees are prohibited from using any tobacco product on District property.

- No Drugs, Weapons, or Firearms. All District properties are also drug-free, weapons-free and firearms-free zones; Proposer and/or Proposer's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on District property. The Proposer shall include a clause containing the substance of this clause in all subcontracts hereunder.
- No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Proposer will ensure that Proposer, any sub-contractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Proposer will work with the District to ensure compliance with this requirement. If Proposer is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Proposer shall so notify the District prior to beginning any Work that could result in such contact.

6.19 Background Checks

All company personnel that will be District premises shall agree to a thorough background check, and possible random re-check. Proposer will provide the District with a list of all company personnel that will be on-site and will update/notify 4J Purchasing and the District HR department five days prior to new employees visiting sites.

6.20 Employee Removal

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

6.21 Confidentiality; FERPA Re-Disclosure: Family Education Rights and Privacy Act ("FERPA") Prohibits the Re-Disclosure of Confidential Student Information:

Except in very specific circumstances and as agreed in writing, PROPOSER shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that PROPOSER may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. PROPOSER is not to re-disclose information without prior written notification to and written permission of the DISTRICT. If the DISTRICT grants permission, PROPOSER is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by PROPOSER in the performance of this Contract must be used only for the purposes identified in this Contract.

6.22 Security

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

6.23 Compliance with Federal, State and Local Laws

Proposer shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations hereunder, including the applicable provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, and all regulations and standards and any amendments issued pursuant thereto. District shall have the right to terminate immediately this agreement if the Proposer fails to comply with such acts and regulations.

6.24 Compliance with Oregon Tax Laws

PROPOSER shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of Oregon Tax Laws constitutes a material breach of this Contract. Any violation entitles DISTRICT to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity.

6.25 Audit

Eugene 4J School District, The Oregon Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any book, documents, papers, and records of Proposer, which are directly pertinent to this specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions. Proposer must maintain all required records for three years after Districts make final payment and all other pending matters are closed. (2CFR 200)

6.26 Small, Minority, and Women Business

Pursuant to 2 CFR 200.321 and Oregon Revised Statute (ORS) Chapter 200, and as a matter of commitment, District encourages the participation of minority, women, and emerging small business enterprises in all contraction opportunities. District also encourages joint ventures or subcontracting with minority, women, and emerging small business enterprises. For more information, please visit <http://www.oregon4bix.com/How-We-Can-help/COBID/>. If the Contract results in subcontracting opportunities, the successful Proposer may be required to submit a completed COBID Outreach Plan prior to execution.

6.27 Non-Discrimination Clause

PROPOSER agrees that no person shall be subject to unlawful discrimination based on race, color, gender, religion, national origin, U.S. military veteran status, marital status, disability, source of income, political affiliation, sexual orientation or age in programs, activities, services, benefits, or employment in connection with this Contract. It is further understood that any Proposer that is in violation of this clause shall be barred from doing business with the District, unless and until such time as a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

6.28 Pay Equity

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

employee or another person. PROPOSER may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

6.29 Indemnification

PROPOSER shall defend, indemnify and hold harmless DISTRICT, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgements (including attorney fees) recovered or made against DISTRICT for any damages, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of PROPOSER, its officers, employees, agents, or subcontractors related to PROPOSER's performance under this Contract. PROPOSER's indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to DISTRICT.

6.30 Equal Opportunity

In accordance with Federal civil rights law and U.S. regulations and policies, prospective bidders are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

This institution is an equal opportunity provider.

6.31 Oregon False Claim Act

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

6.32 Ethics in Public Contracting

By submitting a proposal, Proposers certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or sub-Proposer in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, or services.

6.33 Hours of Labor

For those employees of Proposer covered or subject to Oregon employment laws:

- Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279A.055 and for all overtime worked in excess

of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

- Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the District absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055 the laborer shall be paid at least time and a half pay:
 - for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or
 - for work performed on Saturday and on any legal holidays specified in ORS 279B.020.

For those employees of Proposer that are covered or subject to Oregon employment laws, Proposer must, pursuant to ORS 279B.020, give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

6.34 Time Limitation on Claim for Overtime

To the extent any of Proposer's employees are covered by the Oregon employment laws, such covered worker employed by the Proposer shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with the Proposer within 90 days from the completion of the contract, providing the Proposer has:

- Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work; and
- Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

6.35 Access to Records

The Proposer agrees that the District and its authorized representatives shall have access to the books, documents, papers and records of the Proposer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. The district shall not have access to any records or information, regardless of form, medium or method of communication that may identify individual employees, individual employee contact with the Proposer, employee counseling records, diagnoses, prognoses or treatment recommendations by the Proposer. Any information relative to employee use of the Proposer's services given to the District for the purposes of census, statistics or fiscal analysis shall be information in the aggregate and not identifiable or specific to individual employees.

6.36 Waiver; Severability

Waiver of any default or breach under this Contract by DISTRICT does not constitute a waiver of any subsequent default or a modification of any other provision of this Contract. In any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

6.37 Attorney's Fees

In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, upon appeal, or upon review.

6.38 Choice of Law

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Oregon and litigation shall be in Lane County, Oregon.

6.39 Time is of the Essence

Time is of the essence in the performance of this Contract.

6.40 Amendments

Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties.

6.41 Entire Contract

When signed by both parties, this Contract (and any attached exhibits or supporting documents) is the final and entire agreement. As the final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

6.42 Notices

Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the signing party or by regular and certified mail to the party at the party's address stated herein.

6.43 Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and be binding upon the Parties. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures.

6.44 Headings

The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

6.45 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform hereunder due to flood, fire, earthquakes, civil unrest, acts of God, acts of government, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of DISTRICT or PROPOSER, respectively.

SECTION 7 INSURANCE REQUIREMENTS

Proposer shall obtain at Proposer's expense the insurance specified in this SECTION C: Insurance Requirements prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Proposer shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to the District. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Proposer shall pay for all deductibles, self-insured retention and self-insurance, if any.

1 WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Proposer, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Proposer shall require and ensure that each of its sub-contractors complies with these requirements. If Proposer is a subject employer, as defined in ORS 656.023, Proposer shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Proposer is an employer subject to any other state's workers' compensation law, Proposer shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state sub-contractors complies with these requirements.

2 COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the District. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

3 AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance covering Proposer's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

4 PROFESSIONAL LIABILITY

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Proposer and Proposer's sub-contractors, agents, officers or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Proposer shall provide Tail Coverage as stated below.

5 EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

6 ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the Eugene School District 4J, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Proposer's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

7 WAIVER OF SUBROGATION

Proposer shall waive rights of subrogation which Proposer or any insurer of Proposer may acquire against the District or State of Oregon by virtue of the payment of any loss. Proposer will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Vendor or the Vendor's insurer(s).

8 TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Vendor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Vendor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Vendor termination of contract, or, (iii) The expiration of all warranty periods provided under this Contract.

9 CERTIFICATE(S) AND PROOF OF INSURANCE

Vendor shall provide to District Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the District, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance District has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

10 NOTICE OF CHANGE OR CANCELLATION

The Vendor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

11 INSURANCE REQUIREMENT REVIEW

Vendor agrees to periodic review of insurance requirements by District under this agreement and to provide updated requirements as mutually agreed upon by Vendor and District.

ATTACHMENT A ADDITIONAL REPRESENTATIONS

In addition to the foregoing general information, the Proposer certifies that:

1 Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements.

2 The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the contract proposed to be entered into.

3 The Proposer, and each person signing on behalf of any Proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:

- The fees and rates in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
- Unless otherwise required by law, the fees and rates that have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other Proposer or competitor;
- No attempt has been nor will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restraining trade;
- No School Board member or other officer, employee, or person, whose salary is payable in whole or in part from the District, has a direct or indirect financial interest in the proposal;
- Said Proposer is not in arrears to District upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to District and has not been declared irresponsible, or unqualified, by any department of District or the State of Oregon, nor is there any proceeding pending relation to the responsibility or qualification of the Proposer to receive public contracts, except (if none, Proposer will insert "none"): _____

4 The Proposer has examined all parts of this Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract which incorporates the stated requirements, proposal response and terms and conditions.

5 The Proposer fully understands and submits its proposal with the specific knowledge that:

- The selected proposal must be approved by the School Board.
- In the event that the Proposer's response is accepted, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal, and the appropriate District authority must approve the resultant contract.

Signature

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes Eugene School District 4J to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the Selection Committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Name of Proposer: _____

Signature of Proposer: _____

Title: _____

Date: _____

ATTACHMENT B REFERENCES

Provide the names and addresses of five (5) agencies your company has provided services similar herein. District may perform reference checks to evaluate existing service.

VENDOR NAME: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

Customer Identification: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Name/Title: _____
Phone Number: () _____ Email: _____

ATTACHMENT C
SIGNATURE PAGE

The undersigned proposes to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by the District policies and regulations.

The undersigned, by submitting a proposal, represents that:

- The Proposer has read and understands the specifications and any drawings or attachments and the Proposer is made in accordance herewith.
- The proposal is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specification or any terms of this Request for Proposal may disqualify the Vendor as being non-responsive.

The undersigned certifies that the proposal has been arrived at by Vendor independently and has been submitted without any collusion designed to limit independent competition.

The undersigned certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

NON-DISCRIMINATION CLAUSE

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

RESIDENT CERTIFICATE

The Bidder, pursuant to ORS 279A.120(1), (check one) is ____ or is not ____ a resident Bidder. If not, indicate State of residency: _____ .

PAY EQUITY CERTIFICATE

This certificate is required if Proposer employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. [This requirement does not apply to architectural, engineering, photogrammetric mapping, transportation planning or land surveying and related services contracts.] Does a current authorized representative of Proposer possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? YES / NO / N/A . [If the certificate was provided with the

Bid or Proposal submitted for a solicitation related to the prospective contract, then it is not necessary to resubmit it. **Otherwise, if applicable, submit a copy of the certificate with this form.**]

We therefore offer and make this proposal on furnishing the requested product and services at the prices indicated herein in fulfillment of the specifications of Eugene School District 4J.

Vendor Organization Legal Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signer Name/Title: _____

Phone Number: () _____ Email: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT D TAX CLASSIFICATION

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by the Contractor. Contractor certifies under penalty of perjury that Contractor reports to the IRS under the tax classification checked below.

- Individual/sole proprietor or single-member LLC
- Partnership
- C Corporation
- S Corporation
- Trust/estate
- Limited Liability Company: Enter classification: C= C corporation S=S corporation, P=partnership) ___
Note: Check the appropriate above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Exempt Payee: Enter type of organization: _____
Note: See IRS Form W9 for types of payees exempt from backup withholding

Taxpayer Identification Number (TIN): _____
The TIN provided must match the name given above to avoid backup withholding. For individuals, this is generally your social security number (SSN). For other entities, it is generally your employer identification number (EIN).

Vendor Statement

Vendor represents and warrants that Vendor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to Oregon Revised Statute (ORS) 305.620 and ORS chapters 316, 317 and 318. Vendor covenants that Vendor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Vendor to comply with the tax laws before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

Vendor Signature, Title

Date

**ATTACHMENT E
CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN**

Proposer Name: _____ Date: _____

Contact Name: _____ Telephone: _____ E-Mail: _____

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

1 Is Proposer an Oregon certified firm? Yes No

If yes, indicate all certification type(s): DBE MBE WBE SDV ESB and supply Oregon State Certification Number: _____

2 Include a list of Certified Firms that Proposer has had a contractual relationship with within the last two years.

3 Include a list of firms that Proposer has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.

4 Does Proposer foresee any subcontracting opportunities for this procurement? Yes No

- If no, do not complete the rest of this form and submit this first page with your Proposal.
- If yes, please complete the following page and submit all pages with your Proposal.

5 Describe the steps Proposer will take to solicit Certified Firms for subcontracting opportunities if awarded a contract from this procurement.

6 Describe the subcontracting opportunities and the approximate dollar value of each that may be available, if awarded a Contract.

7 Would Proposer be willing to report the identity of each subcontractor and the value of each subcontract to COBID if awarded a Contract from this procurement?

Company Name: _____

Authorized Signature: _____ Date: _____

Name of Authorized Representative: _____

Title: _____



**REQUEST FOR PROPOSAL
Solicitation # 23-195
Bond Counsel Services
Addendum 01**

Proposals due Thursday, December 8, 2022, 4:00pm local time

This Addendum to RFP #23-195 (“Bond Counsel Services”) extends the response proposal due date from December 1, 2022, to December 8, 2022 at 4:00 pm local time.

This Addendum also changes the Intent to Award (ITA) date from December 9, 2022 to December 16, 2022, whereupon the issued ITA shall commence the one-week protest period now ending December 23, 2022.

All other terms and conditions contained in RFP #23-195 shall remain unchanged.

Contact Information

Dustin Hayden, Purchasing Analyst
Eugene School District 4J, Purchasing Office
200 North Monroe Street
Eugene, OR 97402

**solicitations@4j.lane.edu
(541) 790-7620**

Title Page

Response to:

Eugene School District 4J Request for Proposal
Solicitation # 23-195 Bond Counsel Services

By:

Mersereau Shannon LLP
Jim Shannon, Partner
jshannon@mershanlaw.com
P.O. Box 96056
Portland, OR 97209
503-226-6400

Date of Submission:
December 8, 2022

Effective though 60 days after submission date:
February 6, 2023

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Transmittal Letter

December 8, 2022

Mr. Dustin Hayden, Purchasing Analyst
Eugene School District 4J, Purchasing Office
200 North Monroe Street
Eugene, OR 97402
solicitations@4j.lane.edu

Re: Response to Request for Proposals No. 23-195 for Bond Counsel Services

Dear Mr. Hayden:

We appreciate the opportunity to respond to the District's request for proposal and present our qualifications to continue to serve as bond counsel to the District. This firm has provided bond counsel services to the District for decades. I personally have had the pleasure of representing the District in its financings for more than 35 years and look forward to continuing our relationship with the District. We recently represented the District in its general obligation bond financing that closed in April of 2022.

We understand the services requested include all customary bond counsel services as well as additional services outlined in section 3.1 of the request for proposal. We are available and committed to performing the services requested in the time period specified.

We are a local firm with a practice focus in the area of municipal law and finance, and our experience in this area is extensive. We have been nationally recognized for our work in public finance for over 100 years. We are also Oregon's second oldest law firm, with over 135 years of continuous service, and are proud to continue the firm's tradition of providing expert legal advice and service to our clients.

Mersereau Shannon LLP's approach to providing bond counsel services is practical and efficient. We have great success in assisting municipalities in finding ways to reach their financing goals, no matter how simple or complex. Both Courtney Dausz and myself are authorized to represent Mersereau Shannon LLP. Courtney can be reached at cdausz@mershanlaw.com and the address and phone listed on the title page.

Please do not hesitate to contact us if you have any questions or if we can provide any further information.

Thank you for your consideration.

Respectfully submitted,

MERSEREAU SHANNON LLP



James P. Shannon

Proposal contents in response to SECTION 3: SCOPE OF WORK AND SECTION 4:
PROPOSAL EVALUATION PROCEDURES

3.2.1 Provide a complete description of your firm, including all the services your firm provides, the firm resources and partnerships that are available to your clients, and your firm’s knowledge and experience with Oregon school district financings.

Mersereau Shannon LLP is a firm of recognized national standing in the field of municipal law and finance, was the first in Oregon to act as bond counsel and has continuously served as bond counsel for more than 100 years. Our practice is dedicated to serving Oregon public entities, and our public finance department specializes in advising public entities in municipal bond financings. We are a boutique firm focusing on representing local governments and offer premium service to our clients. Unlike our competitors, our Portland-based office only represents Oregon municipalities, rather than a national or international practice, which gives us an improved perspective of the needs of Oregon local governments.

We have extensive experience in all types of municipal financings and have a broad client base. We regularly act as bond counsel for the following types of large and small financings: general obligation bonds, revenue bonds, full faith and credit obligations, lease and capital financings, tax anticipation notes, tax increment bonds, short term financings, refunding bonds, advance refunding bonds, private activity bonds, public offerings, private placements, competitive sales, negotiated sales, credit-enhanced financings, current and deferred interest bonds, conduit financings, fixed and variable rate bonds, and taxable municipal financings.

We have clients who have obtained grants through the Oregon School Capital Improvement Matching Program (OSCIMP) and Oregon’s Seismic Rehabilitation Grant Program (SRGP) and assisted them in the application process.

A representative list of our experience with school district financings for the past three years is included in No. 5 of this document.

We have served as the District’s bond counsel for over 35 years and given our historical knowledge and experience, we do not expect any need to duplicate services.

3.2.2 Provide a detailed description of the services your firm provides in the following areas:

Bond Authorization

Sale and Delivery of General Obligation Bonds

Full Faith and Credit Obligations

Lease and Capital Financings

Local Option Levies

Tax Anticipation Notes (TANs)

Services we provide for a financing include all services customarily provided by bond counsel, but are not limited to the following:

- a) Work collaboratively with the Superintendent, Chief Financial Officer and finance staff to assist the District in its work as requested;
- b) Attend planning meetings, if requested, to advise the District on the issuance of obligations as well as matters not related to a particular financing but for which bond counsel advice may be required or desirable;
- c) Advise the District regarding the legal requirements for the issuance of any obligation, and the election in the case of a general obligation bond;
- d) Prepare reimbursement resolution, if requested;
- e) In the case of general obligation bonds, assist the District in preparing for a general obligation bond election and monitor the election process, including drafting the resolution calling the election and the ballot title, review the explanatory statement;
- f) Advise the District regarding compliance with the federal tax laws, representations or disclosures relating to the obligations and compliance with any documents issued or executed with respect to the obligations to ensure tax exemption;
- g) Advise the District regarding applicable federal securities laws relating to the initial disclosure document, review the District's prior continuing disclosure compliance and advise the District regarding future compliance with continuing disclosure;
- h) Advise the District regarding eligible uses of bond proceeds under applicable State and federal laws;
- i) Advise the District as to legal matters relevant to statements made in previously provided legal opinions of bond counsel to ensure that the conduct of the District remains consistent with those statements, to the extent appropriate;
- j) In consultation with the administration, draft and provide a form of authorizing bond resolution for the District's consideration, approval and adoption;
- k) Confirm that requirements of the Oregon School Bond Guaranty are met for the District's proposed general obligation bonds;
- l) Advise the District regarding the Oregon School Capital Improvement Matching Program, if applicable;
- m) Arrange to have bonds printed or otherwise prepared in a manner satisfactory to the District, the underwriter and the bond registrar;
- n) Prepare closing documents, including as applicable, a non-litigation certificate, continuing disclosure certificate, non-arbitrage certificate, loan or lease agreement, bond purchase agreement, and the Internal Revenue Service information filing for execution by the authorized District representative;
- o) Assist the District in preparing security documents, prospectus, preliminary official statements, official statements, bond sale notices, bond forms, or bid forms as requested;
- p) Assist the District in developing post-issuance compliance procedures, including Electronic Municipal Market Access (EMMA) filing procedures and tax compliance procedures, if requested by the District;

- q) Assemble and review the bond sale transcript documents to confirm and ensure the legality of the proceedings;
- r) Coordinate the delivery of the bonds and the receipt of the bond proceeds;
- s) Schedule and attend the bond closing with the administration;
- t) Determine that bond registration requirements have been met;
- u) Issue Bond Counsel's approving legal opinion;
- v) Prepare and distribute transcripts of the proceedings to the financing team;
- w) Advise the District concerning accounting and investment procedures recommended or required for compliance with tax and federal securities laws and regulations including those governing rebate and arbitrage; and
- x) Advise and assist the District in preparing the legal documents necessary to exercise early redemptions of outstanding bonds.

In connection with local option levies, we prepare the resolution calling the election and prepare, or assist in preparing, the ballot title and explanatory statement. We review the terms of the local option levy to confirm that it meets the requirements of the statutes and administrative rules applicable to local option levies.

3.2.3 Provide the name of the person who will serve as the primary contact for the District and the person(s) who will attend District meetings. Describe the experience of this individual as well as other individuals who will be assigned to work with the District, with emphasis on each individual's experience with school district financings. Please designate the individual from your firm who will provide tax advice to the District. Also provide the estimated percentage of time each individual listed above would devote to a transaction and the nature of service or work that each individual will perform. Describe the staffing of a typical transaction (general obligation bond sale) and how your firm would ensure adequate staffing for the District transactions and meetings. In an exhibit or appendix, please provide a brief resume for each individual identified that will work on this account.

Jim Shannon is the head of our firm's public finance department and will serve as the primary contact and lead attorney providing bond counsel services and tax advice to the District. He will attend District meetings upon request.

Jim has been a member of Mersereau Shannon LLP for over thirty eight years with major emphasis in the area of municipal law and finance. He has a Master of Laws in Taxation from the University of Denver and will provide the tax advice to the District in connection with any financing. He was an adjunct Professor of Law for Local Government Law at Lewis and Clark College from 1999 to 2010 and has been recognized as one of Portland's Best Lawyers in the field of Municipal Law. In addition, Jim was the Chairman of the Municipal Debt Advisory Commission for the State of Oregon from 1990 to 1999. He is very familiar with Oregon statutes and administrative rules related to debt issuance by public bodies in Oregon. Jim has advised the Legislative Assembly on proposed changes in the laws affecting public debt, and has assisted in the drafting of statutes relating to the issuance of state and local bonds. He is very much involved in the constant review and revision of Oregon law regarding debt management practices caused by

changes in the marketplace, legislation or initiative petitions. He was a member of the Oregon Law Commission Government Borrowings Work Group which prepared a proposal for the Oregon legislature rewriting the laws governing state and local government debt issuance, which was adopted by the legislature in 2007. Jim is a member of the National Association of Bond Lawyers. Jim has assisted the District with its financings for more than 30 years and has also assisted many other school districts with their financings. In addition to the District, a representative list includes:

Springfield School District	Lake Oswego School District
Medford School District	West-Linn Wilsonville School District
Fern Ridge School District	Pleasant Hill School District
Creswell School District	Roseburg School District
Forest Grove School District	Oakridge School District
Greater Albany School District	Lebanon Community School District
Newberg School District	St. Helens School District
North Wasco County School District	Gervais School District
Yamhill-Carlton School District	Stanfield School District
Milton-Freewater School District	Vernonia School District
Nyssa School District	Scappoose School District
Sherman County School District	Neah-Kah-Nie School District
North Santiam School District	North Douglas School District
Sheridan School District	South Lane School District
Nestucca Valley School District	Echo School District
Centennial School District	Jefferson School District
Lowell School District	Marcola School District
Knappa School District	Clatskanie School District
Alsea School District	South Wasco County School District
Seaside School District	Grants Pass School District
Falls City School District	Glendale School District
Jefferson County School District	Dayville School District
Winston-Dillard School District	North Lake School District
Prospect School District	Coquille School District
Central Linn School District	Sweet Home School District
Blachly School District	Oregon Trail School District

In addition to Jim Shannon, Courtney Dausz, partner with Mersereau Shannon LLP, will serve as bond counsel to the District. She is available to attend District meetings. Courtney has been a member of the firm and has worked with the District for over fifteen years. Her practice includes assisting issuers of tax-exempt debt, conduit borrowers of tax-exempt debt and underwriters in financing matters, including general obligation bonds, revenue bonds, full faith and credit borrowings, conduit borrowings, fixed and variable rate debt, negotiated and competitive sales, capital lease agreements, tax and revenue anticipation notes and local option levies. Courtney has extensive experience preparing disclosure documents, master resolutions and other financing documents in connection with municipal and conduit issues. She is a member of the National Association of Bond Lawyers. Courtney received her Bachelor of Science in

Mathematics/Statistics from Montana State University and her Juris Doctor from the University of Oregon. Courtney has extensive experience with Oregon school district financings.

We pride ourselves on being available to our clients, and work together as a team to provide the District with quick responses. Jim and Courtney work collaboratively and are available to attend meetings and perform work on short notice. We make ourselves available to clients when we are needed and are often called on to provide advice, draft documents or attend meetings without delay. We work with District staff assigned to the matter and collaborate with District staff regarding development of the financing plan, disclosure and schedule. We draft initial financing documents, including authorizing documents, bond documents, and contracts and expect District staff to review and provide input as appropriate. We rely on representations of the District in providing our opinions regarding the legality of bond proceedings and the tax treatment of bond issues.

If requested, we coordinate and manage the development of the preliminary and final official statements with District staff. We rely on District staff to retain ultimate responsibility for the accuracy and completeness of disclosure documents.

We expect that the estimated percentage of time each individual would devote to a general obligation bond transaction would be as follows: Jim – 50%, Courtney – 50%. Courtney and Jim’s résumés are attached.

- 3.2.4 Describe your firm’s fee structure for each of the financing activities listed in item 3.2.1. If a fixed fee is charged provide a detailed explanation of how the fee is calculated and when the fee is paid. If your firm’s fee structure is based on hours worked provide the hourly rate for each staffing level (partner, associate, paralegal, etc.), the scope of each participant’s work, the number of hours estimated for each participant per transaction and the expenses (such as travel, postage, copying, etc.)**
- Institutions would be billed for the following typical transactions:**
- **A \$40 million new money, fixed rate bond financing;**
 - **A \$40 million full faith and credit obligation issuance;**
 - **A \$5 million capital financing for new school buses; and**
 - **A typical \$40 million current or advance refunding.**

In connection with this answer, please describe what you consider to be a typical financing and what aspects of these transactions you would consider to be non-typical and thus not within these parameters. Describe your firm’s approach towards pricing of services for a non-typical financing transaction.

Failure to respond completely to this question may result in your firm’s disqualification from the RFP process. For every general obligation bond issuance or other significant financing activity, Bond Counsel firms will be expected to prepare a fee letter specifically describing the proposed fee for the transaction, based on the agreed-upon fee schedule, which must be approved by the District prior to commencement of work.

We find that most of our bond counsel clients prefer to pay fixed fees for their financings, and we have many decades of experience in estimating and managing professional services performed for fixed fees. We are confident in our ability to adhere to our proposed fee schedule for bond counsel work. However, at the District's request, we will perform work to be compensated on an hourly basis. When performing hourly work, we will commit to scoping the assignment in detail with District staff to develop a realistic budget and will explore all alternatives to minimizing costs. Fees are contingent and payable at closing of a financing.

For performing the services set forth below under "Bond Counsel Services," we propose to charge the following fees for the following types of transaction:

<u>Type of Transaction</u>	<u>Less than \$10 million</u>	<u>\$10 million to \$50 million</u>	<u>Over \$50 million</u>
General Obligation Bonds	\$25,000	\$35,000	\$40,000
Full Faith and Credit	\$22,500	\$32,500	\$35,000
Tax Anticipation Note	\$8,000	\$11,500	\$12,500

The fees set forth above assume typical, new money, fixed rate transaction. We would adjust the fees set forth above in the following manner for the following factors:

<u>Factor</u>	<u>Adjustment</u>
Refunding	1.20 ×
Multiple Series	1.20
Variable Rate	1.25

For performing services other than those set forth above, or upon the District's request that we bill on an hourly basis, we would charge the following hourly rates, which represent reductions of roughly 10 percent from standard hourly rates for the attorneys listed.

<u>Attorney</u>	<u>Preferred Rate</u>
James Shannon	\$400
Courtney Dausz	\$400
Legal Assistants	\$150

We believe our fees are competitive for the services we provide. However, we are eager to continue serving the District as bond counsel and do not wish for our proposed fees to prevent our reappointment. Therefore, we remain open to negotiating our proposed fees with the District.

Not to exceed fees for hypothetical financing of the District:

<u>Type of Issue</u>	<u>Fee</u>
\$40 million new money, fixed rate bond	\$35,000
\$40 million full faith and credit obligation	32,500
\$5 million capital lease financing for new school buses	12,500
\$40 million current or advance refunding	40,000

Fees and charges, including the cost transcripts are included in the fee quote for all transactions. Mersereau Shannon LLP does not charge for travel, transcripts or other out-of-pocket expenses, except in the limited circumstances of costs advanced for newspaper publications and filing or recording fees, as well as online legal research directed to be undertaken by the District.

3.2.5 Provide a list of Oregon school district clients served by the firm in the past three years for which you have provided similar services as outlined in this solicitation. Provide names, addresses and telephone numbers of at least three clients whom we may contact. Provide the scope and duration of bond counsel services to these clients and the projects financed. Provide any other information that you believe is important for the selection committee to be aware of relating to bond financings for which your firm has acted as bond counsel.

As requested, below are references you may contact. We have no objection to you contacting any of our clients for a reference.

Stuart Ketzler
Executive Director of Finance
Lake Oswego School District
2455 Country Club Rd.
Lake Oswego, Oregon 97034
(503) 534-2308
ketzlers@loswego.k12.or.us

We have served as bond counsel to Lake Oswego School District for more than 30 years for its general obligation bonds, full faith and credit obligations and tax and revenue anticipation notes.

Son Le Hughes, Ph.D.
Chief Financial Officer
West Linn-Wilsonville School District
22210 SW Stafford Road
Tualatin, Or 97062
(503) 673-7005
hughess@wlwv.k12.or.us

We have served as bond counsel to West Linn-Wilsonville School District for more than 30 years for its general obligation bonds, full faith and credit obligations and tax and revenue anticipation notes.

Brett Yancey
Chief Operations Officer
Springfield Public Schools
525 Mill Street
Springfield, Oregon 97477
(541) 726-3206
brett.yancey@springfield.k12.or.us

We have served as bond counsel to Springfield Public Schools for more than 30 years for its general obligation bonds, full faith and credit obligations and lease purchase financings.

Brad Earl
Assistant Superintendent, Operations
Medford School District 549c
680 Biddle Road
Medford, OR 97504
(541) 941-4587
Brad.Earl@medford.k12.or.us

We have served as bond counsel to Medford School District for more than 30 years for its general obligation bonds and full faith and credit obligations.

Dorie Vickery, Ed.D
Superintendent
Sheridan School District
435 South Bridge Street
Sheridan, OR 97378
(971) 261-6959
dorie.vickery@sheridan.k12.or.us

We have served as bond counsel to Sheridan School District for almost 20 years for its general obligation bonds.

We are currently serving as bond counsel for the following school district bonds that are anticipated to close within the calendar year:

\$58,922,731 General Obligation Bonds – West Linn-Wilsonville School District

A representative list of our recent school district financings follows:

**Mersereau Shannon LLP School District Financings
December 2019 – December 2022**

Closing Date	Type of Issue	Issuer	Amount	Service Provided
4/19/22	General Obligation Bonds, Series 2022	Eugene School District No. 4J Lane and Linn Counties, Oregon	\$120,000,000	Bond Counsel
4/13/22	General Obligation Bonds, Series 2022	Lake Oswego School District No. 7J Clackamas, Multnomah and Washington Counties, Oregon	\$152,715,000	Bond Counsel
4/7/22	Full Faith and Credit Financing Agreement and Note, Series 2022	Nestucca Valley School District No. 101 Tillamook and Yamhill Counties, Oregon	\$4,000,000	Special Counsel
4/1/22	Financing Agreement and Note, Series 2022	Springfield School District No. 19 Lane County, Oregon	\$675,000	Special Counsel
3/8/22	Financing Agreement and Note, Series 2022	Lowell School District No. 71 Lane County, Oregon	\$1,607,500	Special Counsel
3/1/22	Full Faith and Credit Financing Agreement and Note, Series 2022	Klamath County Fire District No.1 Klamath County, Oregon	\$1,390,000	Special Counsel ⁸⁷
2/25/22	General Obligation Bonds, Series 2022A & B	Knappa School District No. 4 Clatsop County, Oregon	\$13,995,991 A-\$825,991 B-\$13,170,000	Bond Counsel
12/17/21	Master Tax-Exempt Installment Purchase Agreement, Series 2021 (Opinion only)	Jefferson County School District No. 509-J Jefferson County, Oregon	\$1,549,955	Special Counsel
11/18/21	General Obligation Refunding Bonds, Series 2021 (Federally Taxable)	Springfield School District No. 19 Lane County, Oregon	\$25,525,000	Bond Counsel
10/21/21	General Obligation Refunding Bond, Series 2021 (Taxable)	Fern Ridge School District No. 7J Lane and Douglas Counties, Oregon	\$6,460,000	Bond Counsel
8/12/21	General Obligation Bonds, Series 2021	Clatskanie School District No. 6J Columbia and Clatsop Counties, Oregon	\$10,000,000	Bond Counsel
7/8/21	Full Faith and Credit Obligations, Series 2021	Greater Albany School District No. 8J Linn and Benton Counties, Oregon	\$10,175,000 A-\$8,995,000 B-\$1,180,000	Special Counsel
6/23/21	Full Faith and Credit Financing Agreement and Note, Series 2021	Clackamas Education Service District Clackamas County, Oregon	\$4,713,000	Special Counsel

6/9/21	Full Faith and Credit Obligations, Series 2021	Medford School District No. 549C Jackson County, Oregon	\$19,750,000	Special Counsel
6/1/21	Full Faith and Credit Obligations, Series 2021	Linn Benton Lincoln Education Service District Linn, Benton, Lincoln, Polk, Marion and Lane Counties	\$6,325,000	Special Counsel
5/4/21	Full Faith and Credit Obligations, Series 2021	Forest Grove School District Washington County, Oregon	\$3,155,000	Special Counsel
4/13/21	General Obligation Bonds, Series 2021	Alsea School District No. 7J Benton and Lane Counties, Oregon	\$2,100,000	Bond Counsel and OS prep
3/10/21	General Obligation Bonds, Series 2021	South Wasco County School District No. 1 Wasco County, Oregon	\$4,000,000	Bond Counsel
11/3/20	Local Option Levey	Seaside School District No. 10 Clatsop County, Oregon	N/A	Special Counsel
10/29/20	Full Faith and Credit Project and Refunding Obligations, Series 2020	Springfield School District No. 19 Lane County, Oregon	\$4,330,000	Special Counsel ⁸⁸
10/23/20	Master Tax-Exempt Installment Purchase Agreement and Property Schedule No. 1	Grants Pass School District No. 7 Josephine County, Oregon	\$15,458,977	Special Counsel
9/30/20	Financing Agreement and Note, Series 2020	Falls City School District No. 57 Polk County, Oregon	\$254,000	Special Counsel
9/16/20	General Obligation and Refunding Bonds, Series 2020	Centennial School District Multnomah and Clackamas Counties, Oregon	\$65,000,000	Bond Counsel
9/15/20	General Obligation Refunding Bonds, Series 2020 (Federally Taxable)	Eugene School District No. 4J Lane and Linn Counties, Oregon	\$115,025,000	Bond Counsel
8/27/20	General Obligation Bonds, Series 2020A & B	St. Helens School District No. 502 Columbia County, Oregon	\$57,721,827.95 A-\$32,190,427.25 B-\$25,531,400.70	Bond Counsel
8/17/20	General Obligations Bonds, Series 2020	Glendale School District No. 77 Douglas County, Oregon	\$1,880,000	Bond Counsel
5/22/20	Financing Agreement and Note, Series 2020	Springfield School District No. 19 Lane County, Oregon	\$1,000,000	Special Counsel

5/19/20	Full Faith and Credit Financing Agreement, Series 2020 (opinion only)	Jefferson School District No. 14J Marion and Linn Counties, Oregon	\$600,000	Special Counsel
4/2/20	General Obligation Bonds, Series 2020	Lake Oswego School District No. 7J Clackamas, Multnomah and Washington Counties, Oregon	\$27,000,000	Bond Counsel
3/31/20	General Obligation Bonds, Series 2020	Greater Albany School District No. 8J Linn and Benton Counties, Oregon	\$7,450,000	Bond Counsel
2/26/20	General Obligation and Refunding Bonds, Series 2020A, B & C	West Linn-Wilsonville School District No. 3Jt Clackamas and Washington Counties, Oregon	\$224,161,715.85 A-\$103,756,715.85 B-\$44,120,000 C-\$76,285,000	Bond Counsel
1/22/20	Financing Agreement and Note, Series 2020	Lane Education Service District Lane County, OR	\$730,000	Special Counsel
12/26/19	General Obligation Refunding Bonds, Series 2019 (Federally Taxable)	Lebanon Community School District No. 9 Linn County, Oregon	\$27,630,000	Bond Counsel
12/10/19	Financing Agreement and Note, Series 2019	Marcola School District No. 79J Lane County, Oregon	\$1,500,000	Special Counsel ⁸⁹

3.2.6 Discuss any recent in-depth experience your firm has had with the regulations, procedures and rulings of the Internal Revenue Service, Securities and Exchange Commission and the Municipal Securities Rulemaking Board as they relate to the issuance and delivery of bonds, including post issuance compliance best practices.

Mersereau Shannon LLP attorneys are members of the National Association of Bond Lawyers (NABL) which provide up-to-the-minute information regarding the regulations, procedures and rulings of the Internal Revenue Service, Securities and Exchange Commission and the Municipal Securities Rulemaking Board as they relate to the issuance and delivery of bonds, including post issuance compliance best practices. In addition, we attend semi-annual national conferences organized by NABL, which brings to us the eyes and ears of bond lawyers throughout the country to help communicate information regarding federal activities in public debt issuance, either with the Internal Revenue Service, the Securities and Exchange Commission, the Municipal Securities Rulemaking Board or other federal regulatory agencies.

Additionally, Mr. Shannon is invited to speak at State conferences regarding bond regulations, procedures, and rulings. Most recently he has spoken about securities disclosure including registration and disclosure requirements as well as new developments and current events in securities laws and post-issuance compliance related to bond issues.

We regularly advise our clients regarding the use of post issuance compliance best practices and procedures.

3.2.7 Describe your firm's ability to track, monitor and advise the District on federal legislation, state legislation and Oregon administrative rules that may affect the District's operations. Describe how you regularly communicate with and advise your clients regarding changes in tax law and other related state and federal legislation.

Through our membership in the National Association of Bond Lawyers, we have the resources of a national organization which monitors the actions of Congress, the Internal Revenue Service, Securities and Exchange Commission, Municipal Securities Rulemaking Board and other federal regulatory agencies that can affect public debt issuance or compliance and regularly updates its members with information that may be of interest to bond lawyers or issuers of public debt.

With respect to state legislation, we receive information from the Municipal Debt Advisory Commission, of which Jim was the Chairman from 1990 to 1999, regarding legislation that may affect the issuance of public debt. Jim has advised the Legislative Assembly on proposed changes in the laws affecting public debt, and has assisted in the drafting of statutes relating to the issuance of state and local bonds. He is very much involved in the constant review and revision of Oregon law regarding debt management practices caused by changes in the marketplace, legislation or initiative petitions. He was a member of the Oregon Law Commission Government Borrowings Work Group which prepared a proposal for the Oregon Legislature rewriting the laws governing state and local government debt issuance, which was adopted by the legislature in 2007. We are also associate members of the Oregon School Boards Association, Oregon Association of School Business Officials, the League of Oregon Cities and the Special District Association of Oregon

and share information with and receive information distributed by those organizations to its members with respect to legislative activity and administrative rule changes.

Whenever we receive information from any of our sources regarding changes in tax law or federal and state legislation that affect public debt, we endeavor to communicate that information to our clients and provide any requested analysis and assistance.

3.2.8 Provide a statement of assurance that your firm is not currently in violation of any regulatory agency rules or, if in violation, an explanation as to why such violation does not have a material adverse effect on your ability to act as the District's Bond Counsel.

Mersereau Shannon LLP is not currently in violation of any regulatory agency rules.

3.2.9 Provide a copy of any document that describes your firm's equal opportunity (EEO) program. A comprehensive EEO policy may be attached as an Appendix to your firm's proposal. However, a brief history, scope and a summary of any results of your firm's policy must be included in the body of the proposal.

Attached is a page from our Personnel Manual that describes our Equal Employment Opportunity policy. The firm, one of the oldest in the State of Oregon, has always maintained a policy of non-discrimination and equal employment opportunity.

Financial Statement

Mersereau Shannon LLP
Profit & Loss
January through December 2021

Jan - Dec 21

Ordinary Income/Expense
Income



Total Income

990,237.62

Gross Profit

990,237.62



Mersereau Shannon LLP
Profit & Loss
January through December 2021

	Jan - Dec 21
Total Expense	177,806.96
Net Ordinary Income	812,430.66
Other Income/Expense	
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████
Total Other Expense	57,503.90
Net Other Income	-57,503.90
Net Income	<u>754,926.76</u>

Résumés

JAMES P. SHANNON

PRACTICE EMPHASIS

Municipal Finance

EDUCATION

University of Denver College of Law, LL.M (Taxation), 1983

University of Detroit School of Law, J.D., 1974; B.A., 1971

PROFESSIONAL, CIVIC AND PERSONAL INVOLVEMENTS

Oregon State Bar Association (1983)

Michigan Bar Association (1975) (Inactive)

Admitted before the Supreme Court of Colorado (1982) (Inactive)

Multnomah County Bar Association

Adjunct Professor of Law at Northwestern School of Law,

Lewis & Clark College (1987 to 2010)

Oregon Law Commission Government Borrowings Work Group (2005 to 2007)

Municipal Debt Advisory Commission (Chairman 1990 to 1999)

National Association of Bond Lawyers

City of Lake Oswego, Committee for Citizen Involvement

1985 - 1988 (Vice Chairman 1987-1988)

Speaker at Conferences Sponsored by the Oregon Municipal

Finance Officers' Association, League of Oregon Cities, State of Oregon Bond

Committee, the Northwest Government Finance Institute, Oregon State

Treasurer's Local Government Conference and the Oregon School Business

Officials Association

Multnomah Athletic Club

BACKGROUND

1985 - Present Partner in current firm

1983 - 1985 Associate in current firm

1976 - 1983 Staff Attorney for Standard Oil Company of Indiana (now Amoco Corporation) and real estate development subsidiary, Amoco Realty Company

1975 - 1976 Moss & Smith, P.C. - Associate Attorney

COURTNEY DAUSZ

PRACTICE EMPHASIS

Municipal Finance

EDUCATION

University of Oregon School of Law, J.D., 2006
Montana State University, B.S. Mathematics/Statistics, 2002

PROFESSIONAL INVOLVEMENTS

OREGON STATE BAR ASSOCIATION
Member

MULTNOMAH COUNTY BAR ASSOCIATION
Member

NATIONAL ASSOCIATION OF BOND LAWYERS
Member

OREGON ASSOCIATION OF SCHOOL BUSINESS OFFICIALS
Associate Member

OREGON GOVERNMENT FINANCE OFFICERS ASSOCIATION
Associate Member, Hospitality Committee and Education Committee

CHILDPEACE MONTESSORI SCHOOL
Board Member, Secretary

BACKGROUND

7/2013 – Present	MERSEREAU SHANNON LLP <i>Partner</i>
2007 – 6/2013	MERSEREAU SHANNON LLP <i>Associate Attorney</i>
2006	STAHANCYK, KENT, JOHNSON & HOOK, P.C. <i>Associate Attorney</i>
2006	UNIVERSITY OF OREGON DOMESTIC VIOLENCE CLINIC <i>Spring Semester Third-Year Certified</i>
2005	STAHANCYK, KENT, JOHNSON & HOOK, P.C. <i>Summer Associate</i>
2005	UNIVERSITY OF OREGON IN-HOUSE COUNSEL EXTERNSHIP WITH FREIGHTLINER, LLC <i>Spring Semester Externship</i>
2004	MERSEREAU & SHANNON, LLP <i>Summer Associate</i>

Equal Employment Opportunity Policy

As attorneys and counselors at law, the Firm owes a duty of utmost loyalty to its clients. Any relationship, membership, ownership or other affiliation known to an Employee to be adverse or hostile to the interests of a client of the Firm must be reported immediately to one or more of the Partners. Appropriate measures will then be taken to insulate the Employee from exposure or access to confidential or sensitive information.

EQUAL EMPLOYMENT OPPORTUNITY

The Firm is committed to providing equal employment opportunities to all persons regardless of race, color, religion, sex, sexual orientation, national origin, marital status, disability, injured worker status, age, or any other characteristic protected by applicable law. Discrimination or harassment based upon any of these factors is inconsistent with our philosophy and will not be tolerated. If you are aware of any violation of this policy, report it immediately to your supervisor.

POLICY AGAINST HARASSMENT

100

It is Firm policy that harassment of any kind is strictly prohibited and will not be tolerated. This Firm believes that everyone in the workplace has a right to be free from harassment because of sex, (with or without sexual conduct), sexual orientation, race, age, color, creed, national origin, religion, disability, protected activities (e.g. resisting discrimination or making claims of discrimination) and any other protected basis.

Harassment, including sexual harassment, can be viewed as any of the following:

1. Unwelcome physical conduct/contact;
2. Explicit language or gestures;
3. Uninvited or unwanted advances, including sexual advances; and/or
4. An overall offensive environment, including use of vulgar or offensive language, the presence of explicit photographs or any similar materials, and the telling of sexual or offensive stories.

The prohibition of harassment covers everyone in the workplace including, but not limited to, co-workers, non-employees, customers and vendors. Men as well as women can be victims of harassment, including sexual harassment. This Firm cannot stress enough that it will not tolerate any form of harassment, including sexual harassment.

CONDITIONS OF EMPLOYMENT

Employees of the Firm are hired and continue in employment without any promise or commitment from the Firm for future employment for any specified period of time. Nothing in this Personnel Manual shall be interpreted to be a contract for future employment for any term.

Submittals Required

ATTACHMENT A: Additional Representations, signed and dated

ATTACHMENT B: References, completed with up to five references

ATTACHMENT C: Signature Page

ATTACHMENT D: Tax Classification

ATTACHMENT E: Certified Disadvantaged Business Outreach Plan

ATTACHMENT A ADDITIONAL REPRESENTATIONS

In addition to the foregoing general information, the Proposer certifies that:

1 Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements.

2 The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the contract proposed to be entered into.

3 The Proposer, and each person signing on behalf of any Proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:

- The fees and rates in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
- Unless otherwise required by law, the fees and rates that have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other Proposer or competitor;
- No attempt has been nor will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restraining trade;
- No School Board member or other officer, employee, or person, whose salary is payable in whole or in part from the District, has a direct or indirect financial interest in the proposal;
- Said Proposer is not in arrears to District upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to District and has not been declared irresponsible, or unqualified, by any department of District or the State of Oregon, nor is there any proceeding pending relation to the responsibility or qualification of the Proposer to receive public contracts, except (if none, Proposer will insert "none"): none

4 The Proposer has examined all parts of this Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract which incorporates the stated requirements, proposal response and terms and conditions.

5 The Proposer fully understands and submits its proposal with the specific knowledge that:

- The selected proposal must be approved by the School Board.
- In the event that the Proposer's response is accepted, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal, and the appropriate District authority must approve the resultant contract.

Signature

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes Eugene School District 4J to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the Selection Committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Name of Proposer: Jim Shannon

Signature of Proposer: 

Title: Partner

Date: December 8, 2022

ATTACHMENT B REFERENCES

Provide the names and addresses of five (5) agencies your company has provided services similar herein. District may perform reference checks to evaluate existing service.

VENDOR NAME: Mersereau Shannon LLP

Customer Identification: Lake Oswego School District

Address: 2455 Country Club Road

City: Lake Oswego State: OR Zip: 97034

Contact Name/Title: Stuart Ketzler, Assistant Superintendent of Business Services

Phone Number: (503) 534-2308 Email: ketzlers@loswego.k12.or.us

Customer Identification: West Linn-Wilsonville School District

Address: 22210 SW Stafford Road

City: Tualatin State: OR Zip: 97062

Contact Name/Title: Son Le Hughes, Chief Financial Officer

Phone Number: (503) 673-7005 Email: hughess@wlwv.k12.or.us

Customer Identification: Springfield Public Schools

Address: 640 A Street

City: Springfield State: OR Zip: 97477

Contact Name/Title: Brett Yancey, Chief Operations Officer

Phone Number: (541) 726-3206 Email: brett.yancey@springfield.k12.or.us

Customer Identification: Medford School District

Address: 680 Biddle Road

City: Medford State: OR Zip: 97504

Contact Name/Title: Brad Earl, Assistant Superintendent, Operations

Phone Number: (541) 941-4587 Email: Brad.Earl@medford.k12.or.us

Customer Identification: Sheridan School District

Address: 435 South Bridge Street

City: Sheridan State: OR Zip: 97378

Contact Name/Title: Dorie Vickery, Superintendent

Phone Number: (971) 261-6959 Email: dorie.vickery@sheridan.k12.or.us

Bid or Proposal submitted for a solicitation related to the prospective contract, then it is not necessary to resubmit it. **Otherwise, if applicable, submit a copy of the certificate with this form.**]

We therefore offer and make this proposal on furnishing the requested product and services at the prices indicated herein in fulfillment of the specifications of Eugene School District 4J.

Vendor Organization Legal Name: Mersereau Shannon LLP

Address: P.O. Box 96056

City: Portland State: OR Zip: 97209

Signer Name/Title: Jim Shannon, Partner

Phone Number: (503) 226-6400 Email: jshannon@mershanlaw.com

SIGNATURE:



DATE: December 8, 2022

ATTACHMENT D TAX CLASSIFICATION

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by the Contractor. Contractor certifies under penalty of perjury that Contractor reports to the IRS under the tax classification checked below.

- Individual/sole proprietor or single-member LLC
- Partnership
- C Corporation
- S Corporation
- Trust/estate

Limited Liability Company: Enter classification: C= C corporation S=S corporation, P=partnership) P
Note: Check the appropriate above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Exempt Payee: Enter type of organization: _____
Note: See IRS Form W9 for types of payees exempt from backup withholding

Taxpayer Identification Number (TIN): 93-1036465

The TIN provided must match the name given above to avoid backup withholding. For individuals, this is generally your social security number (SSN). For other entities, it is generally your employer identification number (EIN).

Vendor Statement

Vendor represents and warrants that Vendor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to Oregon Revised Statute (ORS) 305.620 and ORS chapters 316, 317 and 318. Vendor covenants that Vendor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Vendor to comply with the tax laws before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.



Partner

Vendor Signature, Title

December 8, 2022

Date

ATTACHMENT E
CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

Proposer Name: Mersereau Shannon LLP Date: December 8, 2022

Contact Name: Jim Shannon Telephone: 503-226-6400 E-Mail: jshannon@mershanlaw.com

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

1 Is Proposer an Oregon certified firm? Yes No

If yes, indicate all certification type(s): DBE MBE WBE SDV ESB and supply Oregon State Certification Number: _____

2 Include a list of Certified Firms that Proposer has had a contractual relationship with within the last two years.

3 Include a list of firms that Proposer has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.

4 Does Proposer foresee any subcontracting opportunities for this procurement? Yes No

- If no, do not complete the rest of this form and submit this first page with your Proposal.
- If yes, please complete the following page and submit all pages with your Proposal.



**EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT**

Agreement # 23-088

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY DEPUTY CLERK OR AUTHORIZED DESIGNEE

This Services Agreement (Agreement) is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and **Looking Glass Community Services**, hereinafter CONTRACTOR, according to these Agreement terms, conditions, and provisions. All information in this Agreement is subject to public records law.

1. CONTRACTOR INFORMATION

Looking Glass Community Services

Legal Name as Reported to IRS

Business Name, or "doing business as", if different

1790 W. 11th Avenue, Ste 200, Eugene, OR 97402

Address, City, State, Zip

541-686-2688

Phone

Email

lookingglass.us

Website

2. AGREEMENT TERM. This Agreement is effective for the **2022-23** school year, beginning on **July 1, 2022 through June 30, 2023** and **only upon full execution by each party and approved as required by applicable law**, unless amended or terminated by the District or Contractor under the terms of this Agreement.

3. SERVICES.

3.1. Performance of Services. Contractor shall perform the services (Services) and deliver to District the deliverables ("Deliverables") set forth in Exhibit E, the Statement of Work (Statement of Work). The Statement of Work includes the delivery schedule for the Deliverables and Services. All private alternative education schools and programs must be registered with the Oregon Department of Education. Contractor's schools and programs that have been approved for **SY2022-23** are the following: **Center Point School, Riverfront School and Career Center, River Road Regional Crisis Center, New Roads School, Looking Glass Academy (formerly Stepping Stone, and Pathways Girls/Boys and Parole Revocation Diversion)**. Each approved program will be set forth in a Schedule ("Schedule"). Each Schedule shall be sequentially numbered attached hereto. Contractor shall perform the Services in accordance with the terms and conditions of this Agreement.

3.2. Submission and Acceptance of Deliverables. When the Statement of Work requires Contractor to deliver Deliverables to District, then Contractor shall deliver Deliverables that comply with the requirements and acceptance criteria set forth in the Statement of Work. Contractor shall provide written notice to District upon delivery of a completed Deliverables to District. By no later than (i) 15 business days after receipt of such notice, or (ii) the date or period for review set forth in the Statement of Work, District will determine whether the Deliverables has the characteristics and otherwise meets the acceptance criteria set forth in the Statement of Work. If District determines that the Deliverables has the characteristics and meets acceptance criteria set forth in the Statement of Work in all material respects, District will notify Contractor in writing of District's acceptance of the Deliverables.

3.3. Rejection of Deliverables; Corrections. If District determines that a Deliverables does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, District will notify Contractor in writing of District's rejection of the Deliverables, and describe in reasonable detail in such notice the District's basis for rejection of the Deliverables.

Upon receipt of notice of non-acceptance, Contractor shall, within a 15 business day period, modify or improve the Deliverables at Contractor's sole expense so that the Deliverables has the characteristics described in the Statement of Work and meets, in all material respects, the acceptance criteria, and notify the District in writing that it has completed such modifications or improvements and re-tender the Deliverables to District. District will thereafter review the modified or improved Deliverables within 15 business days of receipt of the Contractor's delivery of the Deliverables. Failure of the Deliverables to have the characteristics or meet in all material respects the acceptance criteria set forth in the Statement of Work after the second submission will constitute a default by Contractor. In the event of such default, District may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Agreement.

- 3.4. **Termination with Cause.** If a private alternative education program's registration with ODE is suspended or revoked, this Agreement and distribution of public funds will be suspended or revoked for the term of the suspension or termination of the program's registration. If the private alternative education program is in non-compliance with a rule or statute implemented by OAR 581-022-1350, this agreement may be terminated.

4. COMPENSATION.

- 4.1. **Payment Rates.** Each school year, the District's Budget office will calculate the tuition rate for contracts associated with alternative education. The tuition rate is calculated in accordance with ORS 336.635 and OAR 581-02-0041 and is based on the District's adopted budget. Tuition rate for each approved program will be set forth in a Schedule ("Schedule"). Each Schedule shall be sequentially numbered attached hereto.
- 4.1.1 The District will pay private alternative education providers on a monthly basis the actual per pupil cost of the provider's program or an amount equal to 80% of District's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with OR 336.635.
- 4.1.2 For special education students approved for weighted ADM (ADMw), the District will pay providers on a monthly basis for the actual per pupil cost of the provider's program or an amount equal to 120% of the District's estimated current year average per pupil net operating expenditure.
- 4.1.3 For programs funded by State and Federal funds, the District will pay private alternative education providers on a specified schedule.
- 4.1.3.1 The District will compensate providers based on Oregon Department of Education funds and Federal IDEA and Title I Funds.
- 4.1.3.2 In the event the full amount of State and Federal funds are not available to the District, the District reserves the right to adjust funding levels to private alternative education providers based on the actual amount of funds received by the District.
- 4.1.4 The District will not compensate private alternative education providers for students who are enrolled full time in another school or alternative education program.
- 4.1.5 Tuition rate for each approved program will be set forth in a Schedule ("Schedule"). Each Schedule shall be sequentially numbered attached hereto.
- 4.2. **Payments.** Payments, including interim payments, will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit E.
- 4.3. **Invoices.** Contractor shall submit invoices in accordance with the payment schedule set forth in the Statement of Work. Invoices must describe all Services performed with particularity, including the

dates Contractor performed the Services for which it is requesting payment. Invoices shall itemize and explain all expenses that this Agreement requires District to pay and for which Contractor claims reimbursement.

- 4.4. **Expenses.** District will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Agreement. Unless specifically stated and agreed, all travel-related expenses will be reimbursed at actual cost and not to exceed the GSA Per Diem Rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).
- 4.5. **Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Agreement without undue delays or additional cost to District.
- 4.6. **Funds Available and Authorized.** District believes it has sufficient funds currently available and authorized for expenditure to make payments under this Agreement within District’s annual budget. Contractor understands and agrees that District’s payments under this Agreement are contingent on District receiving appropriations, limitations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Agreement extends into District’s next fiscal year, District’s obligation to pay for such work shall be subject to approval of future District budget appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under the District’s budget adopted annually. District reserves the right to adjust the level of services provided for in this Agreement in accordance with funding levels adopted by the Board.
- 4.7. **Federal Funds.**
 - 4.7.1. When specified below that District’s payments to Contractor under this Agreement will be paid in whole or in part by funds received by District from the U.S. Federal Government, then Contractor, by signing this Agreement, certifies that neither it nor its employees or subcontractors who will perform the Services are not currently employed by an District or department of the federal government.

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

- 4.7.2. If above indicates payment with federal funds, then District has determined that:
 - Contractor is a sub-recipient
 - Contractor is a vendor

5. AGREEMENT CONTACTS

Contractor’s Agreement Administrator

District’s Agreement Administrator

Craig Opperman, Chief Executive Officer
Name and Title
1790 W 11th Ave STE 200
Address
Eugene, OR 97402
City, State, Zip
541-686-2688
Phone
craig.opperman@lookingglass.us
Email

Katherine Lange
Name and Title
200 N. Monroe Street
Address
Eugene, OR 97402
City, State, Zip
541-790-7800
Phone
lange_k@4j.lane.edu
Email

6. CONTRACT DOCUMENTS. Each of the following attachments are incorporated by this reference and made a part of this Agreement.

- **Exhibit A: Taxpayer Information**
- **Exhibit B: Agreement General Terms and Conditions**
- **Exhibit F: Federal Terms and Conditions**
- **Exhibit C: Insurance Requirements**
- **Exhibit D: Fingerprinting and Background Check Requirements**
- **Exhibit E: Statement of Work**
 - **Schedule 1: Center Point School Program**
 - **Schedule 2: Riverfront School and Career Center Program**
 - **Schedule 3: New Roads Program**
 - **Schedule 4: Residential Programs**
 - **Schedule 5: Long Term Care and Treatment Programs**
 - **Attachment A to Schedule 5**
 - **Attachment B to Schedule 5**
 - **Schedule 6: Title I-D Fund Programs**
 - **Attachment A to Schedule 6**

7. SIGNATURES

I HAVE READ THIS CONTRACT, ANY ATTACHED EXHIBITS, AND THE TERMS AND CONDITIONS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

Contractor Signature, Title

Date

4J Signer: Brooke Wagner, Assistant Superintendent

Date

Exhibit A: Taxpayer Information

Tax Classification

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by the Contractor. Contractor certifies under penalty of perjury that Contractor reports to the IRS under the tax classification checked below.

- Individual/sole proprietor or single-member LLC
- Partnership
- C Corporation
- S Corporation
- Trust/estate
- Limited Liability Company: Enter classification: C= C corporation S=S corporation, P=partnership) _____

Note: Check the appropriate above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

- Exempt Payee: Enter type of organization: _____

Note: See IRS Form W9 for types of payees exempt from backup withholding.

Taxpayer Identification Number (TIN): _____

The TIN provided must match the name given above to avoid backup withholding. For individuals, this is generally your social security number (SSN). For other entities, it is generally your employer identification number (EIN).

Contractor Statement

Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to Oregon Revised Statute (ORS) 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the tax laws before the execution of this Agreement or during the term of this Agreement is a default for which the District may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

Contractor Signature, Title

Date

Exhibit B: Agreement General Terms and Conditions

This Agreement between DISTRICT and CONTRACTOR includes the following terms, conditions, and provisions:

1. Contractor's Personnel.

- 1.1. Key Persons.** Contractor acknowledges and agrees that District selected Contractor, and is entering into this Agreement, because of the special qualifications of Contractor's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Contractor nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Agreement to another Contractor employee, subcontractor or agent without first obtaining the written consent of District. Further, Contractor may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with the required expertise, experience, judgment, and personal attention, without first obtaining District's written consent to such re-assignment or transfer, which District will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that District approve a re-assignment or transfer of a Key Person, or if Contractor must replace a Key Person, District may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by District in writing (email acceptable) will thereafter be deemed a Key Person for purposes of this Agreement, and the Statement of Work will be deemed amended to include such Key Person.
- 1.2. Payment for Replacement Key Personnel.** If District is paying Contractor on an hourly or other periodic basis, then Contractor will not charge District, and District will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties.
- 1.3. Work Performed on District Property.** Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by District for access to and activities in and around premises controlled by District, including but not limited to:
 - 1.3.1.** When performing work on District property, Contractor and Contractor's employees shall be in appropriate work attire (or uniform, if applicable) at all times. Contractor attire must meet the guidelines for non-offensive, derogatory, or other requirements similar to District staff.
 - 1.3.2.** Each day Contractor or Contractor's employees are present on District property, they must sign in at the location's main office and obtain an identification/visitor tag. Contractor and Contractor's employees must display this tag on their person at all times while on District property.
 - 1.3.3.** All District properties are tobacco-free zones; Contractor and/or Contractor's employees are prohibited from using any tobacco product on District property.
 - 1.3.4.** All District properties are also drug-free, weapons-free and firearms-free zones; Contractor and/or Contractor's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on District property.
- 1.4. Employee Removal:** At District's request, Contractor shall immediately remove any contractor employee, agent, representative or subcontractor from all district properties in cases where District in its sole discretion determines that removal of that individual is in the district's best interests.
- 1.5. Obligation to report abuse.** Contractor acknowledges District's obligations related to child abuse and sexual conduct. If there are reports or allegations of sexual conduct or child abuse involving one of Contractor's employees, Contractor agrees to immediately comply with the District's

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

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

2. Independent Contractor; Responsibility for Taxes and Withholding

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

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

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

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

3. Subcontracts, Successors, And Assignments

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

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

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

4. Representations and Warranties.

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

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

- 4.1.2. This Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
- 4.1.3. Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services;
- 4.1.4. Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
- 4.1.5. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the Effective Date, faithfully has complied with:
 - 4.1.5.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 4.1.5.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 4.1.5.3. Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;
 - 4.1.5.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and
 - 4.1.5.5. Contractor has no undisclosed liquidated and delinquent debt owed to the District.

4.2. Contractor's Performance Warranties.

- 4.2.1. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- 4.2.2. The Services and each Deliverables delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Agreement;
- 4.2.3. Except as otherwise provided in this Agreement (including Section 5, Ownership of Work Product), Contractor shall transfer all Deliverables to District free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind; and
- 4.2.4. Except as otherwise set forth in this Agreement, any subcontractors performing work for Contractor under this Agreement have assigned all of their rights in the Deliverables to Contractor or District and no third party has any right, title or interest in any Deliverables supplied to District under this Agreement.

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

5. Ownership of Work Product.

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

- 5.1.1. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Services.
- 5.1.2. "Third Party Intellectual Property" means any intellectual property owned by parties other than District or Contractor.

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

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

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

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

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

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

5.7. Competing Services. Subject to the provisions of this Section 9, and Contractor’s obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Agreement

precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Agreement, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, Deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Agreement. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Agreement free of any use restriction or payment obligation to the other.

6. Confidential Information.

- 6.1. Confidential Information.** Contractor acknowledges that it and its employees, officers, directors, agents or subcontractors (collectively, "Contractor Staff") may, in the course of performing the Services under this Agreement, be exposed to or acquire information that is confidential to District or District's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Agreement shall be considered for the purposes of this Agreement the confidential information of District ("Confidential Information"). Contractor shall, and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by District to others without restrictions similar to those imposed by this Agreement; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (iv) is obtained from a source other than District without the obligation of confidentiality, (v) is disclosed with the written consent of District, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.
- 6.2. FERPA Re-Disclosure. Family Education Rights and Privacy Act ("FERPA") Prohibits the Re-Disclosure of Confidential Student Information:** Except in very specific circumstances and as agreed in writing, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of District. If District grants permission, Contractor is solely responsible for compliance with the re-disclosure under 34 CFR §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Agreement must be used only for the purposes identified in this Agreement.
- 6.3. Security.** Any disclosure or removal of any district matter or property by Contractor without the express written permission of District shall be cause for immediate termination of this agreement. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against district because of Contractor's willful or negligent release of information, documents, or property contained in or on district property. District hereby deems all information, documents, and property contained in or on district property privileged and confidential.
- 6.4. Non-Disclosure.** Contractor shall hold, and shall cause Contractor Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy,

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

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

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

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

7. Indemnity by Contractor.

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

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

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

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

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

8. Limitation of Liabilities.

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

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

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

10. Default; Remedies; Termination.

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

- 10.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- 10.1.2. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Agreement and Contractor has not obtained such license or certificate within 14 calendar days after District's notice or such longer period as District may specify in such notice; or
- 10.1.3. Contractor commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this Agreement, fails to perform the Services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after District's notice, or such longer period as District may specify in such notice; or
- 10.1.4. Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or Agency of the State.

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

- 10.2.1. Termination of this Agreement under Section 10.6.2; or
- 10.2.2. Withholding all monies due for Services and Deliverables that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or
- 10.2.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

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

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

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

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

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

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

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

10.6. Termination.

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

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

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

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

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

10.6.2. **District's Right to Terminate for Cause.** In addition to any other rights and remedies District may have under this Agreement, District may terminate this Agreement

immediately upon written notice by District to Contractor, or at such later date as District may establish in such notice, if Contractor is in default under Section 10.1.

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

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

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

11. Compliance with Law.

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

11.2. Compliance with Oregon Tax Laws.

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

11.2.2. Any violation of Section 11.2.1 constitutes a material breach of this Agreement. Further, any violation of Contractor's warranty in Section 4.1.5 of this Agreement that Contractor

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

- 11.2.2.1. Termination of this Agreement, in whole or in part;
- 11.2.2.2. Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Contractor without penalty; and
- 11.2.2.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District is entitled to recover any and all damages suffered as the result of Contractor's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.
- 11.2.2.4. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

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

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

12. Governing Law; Venue and Jurisdiction.

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

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

13. Miscellaneous Provisions.

13.1. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are

pertinent to this Agreement (“Records”) in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other Records that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- 13.2. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the Services under this Agreement in the State of Oregon prior to entering into this Agreement.
- 13.3. Force Majeure.** Neither District nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of District or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 13.4. Survival.** All rights and obligations cease upon termination or expiration of this Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Agreement, including without limitation this Section 13.4, and provisions regarding Agreement definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, Contractor’s duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor’s representations and warranties, control of defense and settlement, remedies, return of District property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.
- 13.5. Time is of the Essence.** Contractor agrees that time is of the essence under this Agreement.
- 13.6. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the email address, postal address or telephone number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 13.6. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against District, any notice transmitted by facsimile must be confirmed by telephone notice to District’s Agreement Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.
- 13.7. No Third Party Beneficiaries.** District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons

unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 13.8. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 13.9. Merger Clause; Waiver.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary District approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of District to enforce any provision of this Agreement in one instance will not constitute a waiver by District of its right to enforce that or any other provision.
- 13.10. Amendments.** District may amend this Agreement to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.
- 13.11. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- 13.12. Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Agreement, including the procurement process relating to this Agreement, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the District under this Agreement or any other provision of law.
- 13.13. Certifications.** The individual signing on behalf of Contractor hereby:
- 13.13.1. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax

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

- 13.13.2. Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
- 13.13.3. Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.
- 13.13.4. Certifies that the information provided on the attached Exhibit A, Taxpayer Information, is true and correct as of the Effective Date; and
- 13.13.5. Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

Exhibit A: Taxpayer Information

Tax Classification

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by the Contractor. Contractor certifies under penalty of perjury that Contractor reports to the IRS under the tax classification checked below.

- Individual/sole proprietor or single-member LLC
- Partnership
- C Corporation
- S Corporation
- Trust/estate
- Limited Liability Company: Enter classification: C= C corporation S=S corporation, P=partnership _____

Note: Check the appropriate above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

- Exempt Payee: Enter type of organization: _____

Note: See IRS Form W9 for types of payees exempt from backup withholding.

Taxpayer Identification Number (TIN): _____

The TIN provided must match the name given above to avoid backup withholding. For individuals, this is generally your social security number (SSN). For other entities, it is generally your employer identification number (EIN).

Contractor Statement

Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to Oregon Revised Statute (ORS) 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the tax laws before the execution of this Agreement or during the term of this Agreement is a default for which the District may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

Contractor Signature, Title

Date

Exhibit B: Agreement General Terms and Conditions

This Agreement between DISTRICT and CONTRACTOR includes the following terms, conditions, and provisions:

14. Contractor's Personnel.

- 14.1. Key Persons.** Contractor acknowledges and agrees that District selected Contractor, and is entering into this Agreement, because of the special qualifications of Contractor's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Contractor nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Agreement to another Contractor employee, subcontractor or agent without first obtaining the written consent of District. Further, Contractor may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with the required expertise, experience, judgment, and personal attention, without first obtaining District's written consent to such re-assignment or transfer, which District will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that District approve a re-assignment or transfer of a Key Person, or if Contractor must replace a Key Person, District may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by District in writing (email acceptable) will thereafter be deemed a Key Person for purposes of this Agreement, and the Statement of Work will be deemed amended to include such Key Person.
- 14.2. Payment for Replacement Key Personnel.** If District is paying Contractor on an hourly or other periodic basis, then Contractor will not charge District, and District will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties.
- 14.3. Work Performed on District Property.** Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by District for access to and activities in and around premises controlled by District including but not limited to:
- 14.3.1. When performing work on District property, Contractor and Contractor's employees shall be in appropriate work attire (or uniform, if applicable) at all times. Contractor attire must meet the guidelines for non-offensive, derogatory, or other requirements similar to District staff.
 - 14.3.2. Each day Contractor or Contractor's employees are present on District property, they must sign in at the location's main office and obtain an identification/visitor tag. Contractor and Contractor's employees must display this tag on their person at all times while on District property.
 - 14.3.3. All District properties are tobacco-free zones; Contractor and/or Contractor's employees are prohibited from using any tobacco product on District property.
 - 14.3.4. All District properties are also drug-free, weapons-free and firearms-free zones; Contractor and/or Contractor's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on District property.
- 14.4. Employee Removal:** At District's request, Contractor shall immediately remove any contractor employee, agent, representative or subcontractor from all district properties in cases where District in its sole discretion determines that removal of that individual is in the district's best interests.
- 14.5. Obligation to report abuse.** Contractor acknowledges District's obligations related to child abuse and sexual conduct. If there are reports or allegations of sexual conduct or child abuse involving one of Contractor's employees, Contractor agrees to immediately comply with the District's request for removal of the employee. Contractor will cooperate in any investigation being

conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information from District related to the prevention and identification of child abuse and sexual conduct, the obligations of school employees to report abuse and sexual conduct, and appropriate electronic communications with students and agrees to provide this information to any employee having direct, unsupervised contact with students. Contractor has reviewed and will comply with https://www.oregonlegislature.gov/bills_laws/ors/ors419B.html.

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

15. Independent Contractor; Responsibility for Taxes and Withholding

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

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

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

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

16. Subcontracts, Successors, And Assignments

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

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

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

17. Representations and Warranties.

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

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

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

- 17.1.3. Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services;
- 17.1.4. Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
- 17.1.5. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the Effective Date, faithfully has complied with:
 - 17.1.5.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 17.1.5.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 17.1.5.3. Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;
 - 17.1.5.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and
 - 17.1.5.5. Contractor has no undisclosed liquidated and delinquent debt owed to the District.

17.2. Contractor's Performance Warranties.

- 17.2.1. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- 17.2.2. The Services and each Deliverables delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Agreement;
- 17.2.3. Except as otherwise provided in this Agreement (including Section 5, Ownership of Work Product), Contractor shall transfer all Deliverables to District free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind; and
- 17.2.4. Except as otherwise set forth in this Agreement, any subcontractors performing work for Contractor under this Agreement have assigned all of their rights in the Deliverables to Contractor or District and no third party has any right, title or interest in any Deliverables supplied to District under this Agreement.

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

18. Ownership of Work Product.

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

- 18.1.1. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Services.
- 18.1.2. "Third Party Intellectual Property" means any intellectual property owned by parties other than District or Contractor.
- 18.1.3. "Work Product" means everything that is originally made, conceived, discovered, or reduced to practice by Contractor or Contractor's subcontractors or agents (either alone or with others) pursuant to this Agreement, including every invention, modification, discovery, design, development, customization, configuration, improvement, process,

work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).

- 18.2. Original Works.** District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only. All Work Product created by Contractor pursuant to the Services, including derivative works and compilations of Work Product, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of District. District and Contractor agree that such Work Product is “work made for hire” of which District is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not “work made for hire,” Contractor hereby irrevocably assigns to District any and all of its rights, title, and interest in all Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon District’s reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in District. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 18.3. License in Contractor Intellectual Property.** In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Deliverables, and to authorize others to do the same on District’s behalf.
- 18.4. License in Third Party Intellectual Property.** In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the District’s behalf and in the name of the District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverables, and to authorize others to do the same on District’s behalf.
- 18.5. No Rights.** Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by District. Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon District any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.
- 18.6. Marks.** Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Agreement. Contractor agrees to follow District Policy KJ for Commercial Activities.
- 18.7. Competing Services.** Subject to the provisions of this Section 9, and Contractor’s obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Agreement precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Agreement, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, Deliverables or other materials that are competitive with those produced

as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Agreement. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Agreement free of any use restriction or payment obligation to the other.

19. Confidential Information.

- 19.1. Confidential Information.** Contractor acknowledges that it and its employees, officers, directors, agents or subcontractors (collectively, "Contractor Staff") may, in the course of performing the Services under this Agreement, be exposed to or acquire information that is confidential to District or District's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Agreement shall be considered for the purposes of this Agreement the confidential information of District ("Confidential Information"). Contractor shall, and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by District to others without restrictions similar to those imposed by this Agreement; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (iv) is obtained from a source other than District without the obligation of confidentiality, (v) is disclosed with the written consent of District, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.
- 19.2. FERPA Re-Disclosure. Family Education Rights and Privacy Act ("FERPA") Prohibits the Re-Disclosure of Confidential Student Information:** Except in very specific circumstances and as agreed in writing, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of District. If District grants permission, Contractor is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Agreement must be used only for the purposes identified in this Agreement.
- 19.3. Security.** Any disclosure or removal of any district matter or property by Contractor without the express written permission of District shall be cause for immediate termination of this agreement. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against district because of Contractor's willful or negligent release of information, documents, or property contained in or on district property. District hereby deems all information, documents, and property contained in or on district property privileged and confidential.
- 19.4. Non-Disclosure.** Contractor shall hold, and shall cause Contractor Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available or disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to District hereunder, and shall advise Contractor Staff of their obligations to keep Confidential Information confidential. Contractor shall

assist District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise District immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and Contractor will at its expense cooperate with District in seeking injunctive or other equitable relief in the name of District or Contractor against any such person. Contractor shall not at any time during or after the term of this Agreement, except as directed by District, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement. Upon expiration or termination of this Agreement or at District's request, Contractor shall deliver to District all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Agreement, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

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

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

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

20. Indemnity by Contractor.

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

20.2. Legal Counsel. If Contractor is required to defend District or their officers, employees or agents under Section 7.1, then Contractor shall select legal counsel reasonably acceptable to District to act in the name of, or represent the interests of, the State of Oregon, District or their officers, employees and agents. Such legal counsel must accept appointment as a special assistant attorney general under ORS chapter 180 before such action or representation. Further, District may assume its own defense, including that of its officers, employees and agents, at any time when in the District's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the District or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the District are served thereby. Contractor's obligation to pay for all costs and

expenses includes those incurred by the District in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

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

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

21. Limitation of Liabilities.

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

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

22. Insurance. Contractor shall maintain insurance as set forth in Exhibit C.

23. Default; Remedies; Termination.

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

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

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

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

23.1.4. Contractor has liquidated and delinquent debt owed to the District or any department or agency of the State of Oregon.

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

23.2.1. Termination of this Agreement under Section 10.6.2; or

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

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

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

23.2.5. Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt

owed to the District. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

- 23.3. Remedies Cumulative.** The remedies set forth in Section 10.2 are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 10.1, then Contractor will be entitled to the same remedies as if this Agreement was terminated pursuant to Section 10.6.1.
- 23.4. Default by District.** District will be in default under this Agreement if:
- 23.4.1. District fails to pay Contractor any amount pursuant to the terms of this Agreement, and District fails to cure such failure within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
 - 23.4.2. District commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.
- 23.5. Contractor's Remedies.** In the event District terminates this Agreement under Section 10.6.1, or is in default under Section 10.4, and whether or not Contractor elects to exercise its right to terminate the Agreement under Section 10.6.3, Contractor's sole monetary remedy will be (i) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Agreement but not yet invoiced and authorized expenses incurred and interest, subject to ORS 293.462, and (ii) with respect to Deliverables-based Services, a claim for the sum designated for completing the Deliverables multiplied by the percentage of Services completed and accepted by District, less previous amounts paid and any claim(s) that District has against Contractor. In no event will District be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.5, Contractor shall pay immediately any excess to District upon written demand.
- 23.6. Termination.**
- 23.6.1. **District's Right to Terminate at its Discretion.** District may terminate this Agreement:
 - 23.6.1.1. Upon 30 calendar days' prior written notice by District to Contractor;
 - 23.6.1.2. Immediately upon written notice by District to Contractor if District fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services or Work Products; or
 - 23.6.1.3. Immediately upon written notice by District to Contractor if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the District's purchase of the Services or Work Products under this Agreement is prohibited or District is prohibited from paying for such Services or Work Products from the planned funding source.
 - 23.6.1.4. District reserves the right to terminate or otherwise suspend this Agreement if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due to Contractor under this Agreement, subject to a prorated adjustment for reduction in services or need for goods during the furlough.
 - 23.6.2. **District's Right to Terminate for Cause.** In addition to any other rights and remedies District may have under this Agreement, District may terminate this Agreement immediately upon written notice by District to Contractor, or at such later date as District may establish in such notice, if Contractor is in default under Section 10.1.

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

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

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

24. Compliance with Law.

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

24.2. Compliance with Oregon Tax Laws.

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

24.2.2. Any violation of Section 11.2.1 constitutes a material breach of this Agreement. Further, any violation of Contractor's warranty in Section 4.1.5 of this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also constitutes a material breach of this Agreement. Any violation entitles District to terminate this Agreement, to pursue and recover any and all

damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

24.2.2.1. Termination of this Agreement, in whole or in part;

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

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

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

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

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

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

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

25. Governing Law; Venue and Jurisdiction.

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

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

26. Miscellaneous Provisions.

26.1. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement ("Records") in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have

access to such financial records and other Records that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- 26.2. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the Services under this Agreement in the State of Oregon prior to entering into this Agreement.
- 26.3. Force Majeure.** Neither District nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of District or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 26.4. Survival.** All rights and obligations cease upon termination or expiration of this Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Agreement, including without limitation this Section 13.4, and provisions regarding Agreement definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, Contractor's duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, return of District property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.
- 26.5. Time is of the Essence.** Contractor agrees that time is of the essence under this Agreement.
- 26.6. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the email address, postal address or telephone number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 13.6. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against District, any notice transmitted by facsimile must be confirmed by telephone notice to District's Agreement Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.
- 26.7. No Third Party Beneficiaries.** District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 26.8. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 26.9. Merger Clause; Waiver.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of District to enforce any provision of this Agreement in one instance will not constitute a waiver by District of its right to enforce that or any other provision.
- 26.10. Amendments.** District may amend this Agreement to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.
- 26.11. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- 26.12. Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Agreement, including the procurement process relating to this Agreement, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or District under this Agreement or any other provision of law.
- 26.13. Certifications.** The individual signing on behalf of Contractor hereby:
- 26.13.1. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;

- and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;
- 26.13.2. Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
 - 26.13.3. Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.
 - 26.13.4. Certifies that the information provided on the attached Exhibit A, Taxpayer Information, is true and correct as of the Effective Date; and
 - 26.13.5. Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

Exhibit C: Insurance Requirements

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

B. Insurance Requirement: SELECT ONE:

Insurance provisions are **WAIVED** based on review by District Risk Staff - OR-

Insurance provisions are **REQUIRED** based on review by District Risk Staff and outlined below.

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C: Insurance Requirements prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to the District. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

1. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

2. COMMERCIAL GENERAL LIABILITY

Required **Not required**

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

3. AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

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

automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

4. PROFESSIONAL LIABILITY:

Required **Not required**

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

5. PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to District covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor’s employees and volunteers. Policy endorsement’s definition of an insured shall include the Contractor, and the Contractor’s employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$ 2,000,000.

Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

6. EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

7. ADDITIONAL INSURED

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the Eugene School District 4J, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

8. WAIVER OF SUBROGATION

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the District or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

9. TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Contractor's completion and District's acceptance of all Services required under this Agreement, or, (ii) District or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Agreement.

10. CERTIFICATE(S) AND PROOF OF INSURANCE

Contractor shall provide to District Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the District, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance District has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

11. NOTICE OF CHANGE OR CANCELLATION

Contractor or its insurer must provide at least 30 days' written notice to District before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

12. INSURANCE REQUIREMENT REVIEW

Contractor agrees to periodic review of insurance requirements by District under this agreement and to provide updated requirements as mutually agreed upon by Contractor and District.

Exhibit D: Fingerprinting and Background Check Requirements

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

ORS 336.631(2) and OAR 581-022-2505(2) require private alternative programs/schools that are registered with the Department of Education to conduct criminal records checks consistent with ORS 181.539, ORS 326.603, ORS 326.607, and ORS 342.232. Consistent with ORS 181.539 and OAR 581-022-2430, a private alternative program/school must request a criminal records check for each employee of the private alternative program who will have direct, unsupervised contact with children. The Department assumes that each employee of a private alternative program will have some direct, unsupervised contact with children. A program may dispute this assumption by submitting evidence satisfactory to the Department of Education that the employee will not have any direct, unsupervised contact with children. Consistent with ORS 326.607, a private alternative program/school may request a criminal records check for an individual who is a volunteer. Individuals or the Contractor, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

- Fingerprinting and criminal records check required
- Contractor has completed registration with ODE
- Contractor's registration has been approved by ODE

Exhibit F: Federal Terms and Conditions

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

- 1. Remedies.** In addition to the remedies explicitly set forth in the body of the Agreement, District may exercise all rights or remedies available at law, in equity, or otherwise in the event of any breach by Contractor.
- 2. Termination.** District may terminate the Agreement for cause or for convenience as set forth in the body of the Agreement.
- 3. Nondiscrimination; Equal Employment Opportunity.** If the Agreement involves “construction work” as defined in 41 CFR Part 60-1.3, then Contractor must:

- 3.1.** Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor must take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This action includes but is not limited to the following:
 - 3.1.1. Employment, upgrading, demotion, or transfer;
 - 3.1.2. Recruitment or recruitment advertising;
 - 3.1.3. Layoff or termination;
 - 3.1.4. Rates of pay or other forms of compensation; and
 - 3.1.5. Selection for training, including apprenticeship.

Contractor must post in conspicuous places that are accessible by employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause;

- 3.2.** State in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;
- 3.3.** Not discharge or in any other manner discriminate against any employee or applicant for employment because the employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision, however, does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of the employee’s essential job functions discloses the compensation of other employees or applicants to individuals who do not otherwise have access to the information, unless the disclosure is in response to a formal complaint or charge and in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor’s legal duty to furnish this information;
- 3.4.** Send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding a notice advising the labor union or workers’ representatives of Contractor’s commitments under this Section 3.4. Contractor must post copies of the notice in conspicuous places that are accessible by employees and applicants for employment;
- 3.5.** Comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, or relevant orders of the Secretary of Labor, and furnish all information or reports required by or pursuant to them. Contractor must also permit access to its books, records, or accounts by the administering agency and the Secretary of Labor for purposes of ascertaining compliance with these rules, regulations, or orders; and
- 3.6.** Include the requirements of this Section 3 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that these requirements will be binding on each

subcontractor or vendor. Contractor must take any action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these requirements, including sanctions for noncompliance. If Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of direction by the administering agency, Contractor may request that the United States enter into the litigation to protect the interests of the United States. In the event that Contractor does not comply with any nondiscrimination clause under this Exhibit or the Agreement, District may cancel, terminate, or suspend the Agreement in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Additional sanctions may be imposed and remedies invoked as provided in that executive order; by rule, regulation, or order of the Secretary of Labor; or as otherwise provided by law.

4. **Prevailing Wages.** CHECK THE BOX ONLY IF THE FEDERAL PROGRAM LEGISLATION REQUIRES COMPLIANCE WITH THE DAVIS-BACON ACT
If the Agreement is for a prime construction Agreement for more than \$2,000, then Contractor must comply with the Davis-Bacon Act (40 USC §§ 3141 to 3148), as supplemented by 29 CFR Part 5. These requirements include but are not limited to:
- 4.1. Paying prevailing wages to laborers and mechanics in accordance with wage determinations made by the Secretary of Labor;
 - 4.2. Paying wages at least once every week; and
 - 4.3. Complying with the Copeland “Anti-Kickback” Act (40 USC § 3145), as supplemented by the regulations set forth in 29 CFR Part 3, which prohibits Contractor from inducing any person employed on the construction work to give up any compensation to which that employee is entitled.
 - 4.4. [CHECK THE BOX ONLY IF THE AGREEMENT IS ALSO SUBJECT TO OREGON PREVAILING WAGES] Payment of State of Oregon prevailing wages under ORS 279C.800 to .870 is also required under this Agreement. Contractor shall pay the higher of the applicable state or federal prevailing rate of wage as provided in the body of the Agreement.
5. **Overtime Pay; Safety.** If the Agreement involves employment of mechanics or laborers and is for more than \$100,000, then Contractor must comply with 40 USC §§ 3702 and 3704, as supplemented by 29 CFR Part 5. These requirements include but are not limited to:
- 5.1. Paying each laborer or mechanic one and a half times the basic rate of pay for all hours that the laborer or mechanic works in excess of 40 hours in any one week; and
 - 5.2. Not requiring any mechanic or laborer to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.
6. **Rights to Inventions.** If the Agreement is a “funding agreement” as defined under 37 CFR § 401.2 and the recipient or subrecipient wishes to enter into a Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the funding agreement, then the funding recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any additional implementing regulations.
7. **Environmental Compliance.** If the Agreement is for more than \$150,000, than the parties must comply with the Clean Air Act (42 USC §§ 7401 to 7671q) and the Federal Water Pollution Control Act (33 USC §§ 1251 to 1387), including all applicable standards, orders, or regulations issued under these Acts.
8. **Prohibited Agreement Awards.** In accordance with 2 CFR Part 180, no Agreement relating to the Agreement may be made with any party included on the list of government-wide exclusions in the System for Award Management.

- 9. Anti-Lobbying.** If the Agreement is for more than \$100,000, any contractor that applies or bids for an award relating to the Agreement must file the certification required by 31 USC § 1352, certifying that the contractor has not and will not appropriate federal funds to pay any person or organization influencing or attempting to influence an officer or employees of the federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a Agreement, grant, or other award covered by 31 USC § 1352 involving federal funds. The contractor must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining an award of federal funds.
- 10. Procurement of Recovered Materials.** The parties must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include but are not limited to:
- 10.1.** If the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring only items designated in 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition;
 - 10.2.** Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
 - 10.3.** Establishing an affirmative procurement program for procurement of recovered materials identified in Environmental Agency guidelines.

Exhibit E: Statement of Work

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

- A. Students who are not currently benefiting from attendance in the public school system and whose academic interests and needs are best served through participation in an alternative education program.
- B. Students who have dropped out or at risk of dropping out.
- C. Students whose attendance is so erratic that they are not benefiting from school.
- D. Students who have not met or who have exceeded benchmark academic standards.
- E. Students who are expelled or are being considered for expulsion.
- F. Students whose parent or legal guardian applies for a student's exemption from compulsory school attendance on a semiannual basis consistent with OAR 581-021-0075, Exemption From Compulsory Attendance.
- G. Students who are individually approve for placement consistent with the District's board policies regarding placement
- H. Students eligible for Special Education or a Section 504 plan.
- I. Students who are eligible for special education under IDEA can be served by a private alternative education program if:
 - a. The private alternative education program is register with the Oregon Department of Education as an approved special education provider.
 - b. The private alternative education program employs a staff person who is certified in special education.
 - c. The private alternative education program designates a special education liaison to the District.
- J. Students who are eligible for a Section 504 plan can be served by a private alternative education program if:
 - a. The private alternative education program designates a 504 liaison to the District.
 - b. The private alternative education program staff has participated in a 504 compliance training.

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

- A. Private alternative education programs are registered with the Oregon Department of Education under the provisions of OAR 581-021-0072.
- B. Private alternative education programs are registered with the Oregon Department of Education to provide special education services. If a student is eligible for special education under ORS 343.221 to 343.236 and 343.261 to 343.295, the program must be approved by the Department of Education prior to the placement of the student in the program.
- C. Private alternative education programs shall comply with ORS 336.615 through 336.665.
- D. Private alternative education programs shall comply with all Federal IDEA and 504 requirements.
- E. Private alternative education programs shall comply with all rules and statues applicable to school districts and public schools:
 - a. Federal Law;
 - b. ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
 - c. ORS 329.496 (physical education);
 - d. ORS 337.150, 339.141, 339.147 and 339.155 (tuition and fees);
 - e. ORS 659.850, 659.855 and 659.860 (discrimination);

- f. ORS 339.122 (advertisement requirements);
 - g. Health and safety statutes and rules; and
 - h. Any statute, rule or school district policy that is specified in a contract between the school district board and the private alternative education program.
 - i. Noncompliance with rules and statutes may result in termination of contract.
- F. Private alternative education programs shall comply with required instruction in educational standards:
- a. Private alternative education programs shall ensure that students receive instruction in the educational standards adopted by the State Board of Education for the grade level the program serves;
 - b. Students enrolled in a private alternative education program shall take the statewide assessment developed by the Department of Education under ORS 329.485;
 - c. Private alternative education programs shall be accountable for determining the progress of its students toward achieving academic content standards as defined in ORS 329.007; and
 - d. Private alternative education programs shall report, at least annually, each student's academic progress, including the results of the state assessment to students, parents and the school district.
- G. Private alternative education programs will be implemented in compliance with all IDEA and 504 requirements.
- H. Private alternative education program staff will collaborate with District staff to develop IEP and 504 plans. At least one certified classroom teacher serving the student will participate as a member of the IEP or 504 team.
- I. Ensure all education program staff providing services under this agreement, as mandatory reports of child abuse, receive training, is aware of their legal responsibilities for reporting and report suspected abuse to the treatment facility supervisor who will report to the District Administrator.
- J. Collaboration and compliance by the private alternative education programs includes, but is not limited, to the following:
- a. Design and implement an education plan and education profile with each student that meets the requirements of OAR 581-022-1120(3)(a) and (b) and 581-022-1130(3).
 - b. Each student's education plan includes criteria for determining if, when, where, and how the student may transition from the alternative program.
 - c. A transportation plan is in place ensuring that the program is accessible to each student approved for placement in the program.
 - d. Abide by the IEP team's decision on program (direct and related services) and placement level.
 - e. Make every reasonable effort to work closely with the District staff to assist in the effective delivery of the services, including implementing all accommodations, and/or modifications specified on the student's IEP.
 - f. Not change the student's IEP, placement or eligibility without action from the IEP or 504 team.
 - g. Ensure that the educational program is developed and implemented in conjunction and cooperation with any treatment program.
 - h. Require and ensure all educational program staff providing services attends any required professional training or meetings deemed appropriate by the District.
 - i. Comply with all District policies regarding discipline of students including, but not limited, to the following:
 - i. Maintain discipline data via the District's Student Information System
 - ii. Notify the District's special education representative of all in-school or out-of-school suspensions.
 - iii. Cooperate with District staff in conduction manifestation determination meetings prior to the tenth day of removal of a student.

- iv. Will not terminate a student's participation in the program or 'expel' a student without contacting the District and, in the case of a student with an IEP or 504, requesting a manifestation determination.
 - j. Notify all alternative program staff that a student's IEP/504 provided (in paper copy or electronically) must remain confidential in accordance with the following parameters:
 - i. IEPs are not disclosed to any other person(s) except in accordance with the Individuals with Disabilities Education Act (IDEA) and the Family Educational Rights and Privacy Act (FERPA).
 - ii. IEPs/504s must be kept in a secure location, including copies in possession of teachers and providers.
 - iii. All persons who receive copies of IEPs/504s or have access to IEPs/504s must be instructed regarding their legal obligation to maintain the confidentiality of student records.
 - iv. Teachers/staff shall not disclose personally identifiable information from an IEP/504 without consent of the student's parent or legal guardian.
 - k. If a private alternative education program staff member suspect a student may be eligible for special education and related services under IDEA or Section 504 (Child Find), community based alternative program shall notify the district and comply with the District practices and policies for conducting a pre/referral meeting to determine if the student will be evaluated for a suspected disability.
 - l. If a parent/guardian report that they believe their student may be eligible for special education and related services under IDEA or Section 504 (Child Find) or the student themselves report that they suspect they may have a disability, the community based alternative program shall notify the district and comply with the District practices and policies for conducting a pre/referral meeting to determine if the student will be evaluated for a suspected disability.
 - m. Expulsions shall not serve as a blanket basis for rejection of a student from enrollment at a private alternative education program.
 - n. Private alternative education programs will inform and explain rejections of District student referrals.
- K. Private alternative education programs will work the District staff to establish annual measurable and specific objectives in the areas of 1) attendance, 2) academic achievement, 3) retention/drop-out rate, and 4) other measures as determined by the District. Using the required formats and deadlines specified by the District or evaluators, the private alternative education provide shall complete assessments and make reports to measure student progress in each of the these areas.
 - a. Attendance: Private alternative education programs will establish an annual goal for attendance. Students failing to attend at an adequate rate as determined by the District may have their placement revoked. Attendance rates are tracked using the District database. Providers will be responsible for accurate entry in a timely manner and to input such data into District or state computer systems. The year-end attendance average for the program will be measured against the annual goal
 - b. Academic Achievement: Private alternative education programs are required to use a consistent measure to assess academic performance in reading and mathematics. Programs are required to use Oregon Statewide Assessment to administer the Oregon statewide assessment. Programs will administer a pre- and post-test during an established period of time in order to assess academic growth that has been achieved. Programs may use other assessment tools to show student growth in their academic performance. Academic achievement will be tracked on the first school day of each month (according to the Eugene 4J school calendar), at mid-grading period and at the end of each grading period using the District

- database. Students failing to make adequate academic progress as determined by the District may have their placement revoked.
- c. Drop-Out Rate: Private alternative education programs are required to maintain accurate enrollment information for the District to enable the District to identify students who have left the alternative program and have successfully transitioned to other schools or programs, and those that are unaccounted for at school year end. This data is used by the District and the state to determine school drop-out rates. Private alternative education programs are required to notify the District when a student has left the alternative program.
 - d. Exit Data: Assist Student Services Department in gathering exit data for special education students.
 - e. Risk Assessments: Private alternative education programs will be required to participate in a Risk Analysis with the District. Evaluations of the programs will be done to establish risks students face. Programs will need to provide proof of insurance.
 - f. Other Measures: Additional performance measures may be requested by the District.
- L. Private alternative education providers will be responsible for collecting and reporting all data required by the District and the State. Providers will use the District's student database for entering student data. The District will coordinate to provide necessary training and support. Providers will be required to complete required training and confidentiality statements prior to starting entry of student data. Private alternative education providers will provide the following:
- a. Attendance, behavior, grades, discipline incidents, graduation, dropout and other data requested by the District.
 - b. Annual student improvement goals with timelines and needed action steps.
 - c. Local and State assessment data, including but not limited to, Oregon Statewide Assessments, Child Find and Progress Monitoring for special education students.

SCHEDULE 1

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

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

Detailed Description of Services:

See Exhibit E, the Statement of Work (Statement of Work).

Contract Deliverables and Payment Schedule:

The parties mutually agree that during the term of this Agreement, there will be fee agreements entered into on a per student basis (a “Per Student Agreement”). The agreed upon rate for fee agreements is **\$337.04** per day. The following is a list such Per Student Agreements which are hereby incorporated into this Agreement by reference:

“Center Point School Fee Agreements”

Signatures:

I have read this Schedule, any attached exhibits, and the terms and conditions. I certify that I have the authority to sign and enter into this Schedule on behalf of the Party I represent and agree to be bound by its terms.

Contractor Signature, Title

Date

Brooke Wagner, Assistant Superintendent

Date

SCHEDULE 2

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

This Schedule 2 is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and **Looking Glass Riverfront School and Career Center**, hereinafter RIVERFRONT, in accordance with and subject to the terms and conditions of the Professional Services Agreement (“Agreement”), to which this Schedule is incorporated into by reference.

Detailed Description of Services:

See Exhibit E, the Statement of Work (Statement of Work).

Contract Deliverables and Payment Schedule:

The District will pay alternative education providers on a monthly basis the actual per pupil cost of the Provider’s program or an amount equal to 80% of District’s estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with ORS 336.635. Eighty percent of the net operating expenditure for 2022–2023 is estimated to be \$9,725 (80% of \$12,156, the District’s estimated net operating expenditure). The District will pay (2022–2023 school year) a fixed daily rate of \$56 per student per full day of instruction. One student is entitled to 175 full days of instruction in a fiscal year (July 1–June 30). One Average Daily Membership (ADM) is currently equal to $\$56 \times 175 = \$9,725$.

For special education students approved for weighted ADM (ADMw), the District will pay providers on a monthly basis for the actual per pupil cost of the provider’s program or an amount equal to 120% of District’s estimated current year average per pupil net operating expenditure. One hundred twenty percent of the net operating expenditure for 2022–2023 is estimated to be \$14,587.20 (120% of \$12,156, the District’s estimated net operating expenditure). The District will pay a fixed daily rate of \$83.36 per student per full day of instruction. One student is entitled to 175 full days of instruction in a fiscal year (July 1–June 30). One Weighted Average Daily Membership (ADMw) is currently equal to $\$83.36 \times 175 = \$14,587.20$.

Signatures:

I have read this Schedule, any attached exhibits, and the terms and conditions. I certify that I have the authority to sign and enter into this Schedule on behalf of the Party I represent and agree to be bound by its terms.

Contractor Signature, Title

Date

Brooke Wagner, Assistant Superintendent

Date

SCHEDULE 3

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

This Schedule 3 is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and **Looking Glass New Roads**, hereinafter NEW ROADS, in accordance with and subject to the terms and conditions of the Professional Services Agreement (“Agreement”), to which this Schedule is incorporated into by reference.

Detailed Description of Services:

See Exhibit E, the Statement of Work (Statement of Work).

Contract Deliverables and Payment Schedule:

The District will pay alternative education providers on a monthly basis the actual per pupil cost of the Provider’s program or an amount equal to 80% of District’s estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with ORS 336.635. Eighty percent of the net operating expenditure for 2022–2023 is estimated to be \$9,725 (80% of \$12,156, the District’s estimated net operating expenditure). The District will pay (2022–2023 school year) a fixed daily rate of \$56 per student per full day of instruction. One student is entitled to 175 full days of instruction in a fiscal year (July 1–June 30). One Average Daily Membership (ADM) is currently equal to $\$56 \times 175 = \$9,725$.

For special education students approved for weighted ADM (ADMw), the District will pay providers on a monthly basis for the actual per pupil cost of the provider’s program or an amount equal to 120% of District’s estimated current year average per pupil net operating expenditure. One hundred twenty percent of the net operating expenditure for 2022–2023 is estimated to be \$14,587.20 (120% of \$12,156, the District’s estimated net operating expenditure). The District will pay a fixed daily rate of \$83.36 per student per full day of instruction. One student is entitled to 175 full days of instruction in a fiscal year (July 1 – June 30). One Weighted Average Daily Membership (ADMw) is currently equal to $\$83.36 \times 175 = \$14,587.20$.

Signatures:

I have read this Schedule, any attached exhibits, and the terms and conditions. I certify that I have the authority to sign and enter into this Schedule on behalf of the Party I represent and agree to be bound by its terms.

Contractor Signature, Title

Date

Brooke Wagner, Assistant Superintendent

Date

SCHEDULE 4

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

This Schedule 4 is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and residential programs, **Looking Glass Academy (Formerly Looking Glass Pathways and Parole Revocation Diversion PRD) and Looking Glass River Rd Regional Crisis Center (RCC)**, in accordance with and subject to the terms and conditions of the Professional Services Agreement ("Agreement"), to which this Schedule is incorporated into by reference.

Detailed Description of Services:

See Exhibit E, the Statement of Work (Statement of Work). In addition to responsibilities in Exhibit E, the Contractor will submit student attendance data quarterly to the District on **October 1, 2022, January 1, 2023, April 1, 2023 and July 1, 2023.**

Contract Deliverables and Payment Schedule:

The District shall compensate the Contractor the sum of **\$125,831** during the term of this Agreement. The payment schedule shall be the following:

DATE	Amount (\$)
Upon signing of the Agreement by both parties	\$41,944
January 31, 2023	\$41,944
April 30, 2023	\$41,943

The District reserves the right to reopen this Agreement if during the **2022–2023** school year, the amount of per student funding received from the State of Oregon drops by more than five percent (5%) (also expressed as **four hundred thirteen dollars (\$432)** per student).

In addition, the District will compensate Contractor \$100,000 in one-time only funding for the **2022-23** school year to help mitigate losses in the residential programs.

Funds will not carry-over and shall be spent within the fiscal period specified in Section 1 Agreement Terms, or returned to the District by **August 15, 2023.**

The District reserves the right to adjust the funding level in the event that classrooms within the Contractor's residential programs are closed or consolidated.

The Contractor will provide the District an itemized accounting of funds by **July 31, 2023.**

Signatures:

I have read this Schedule, any attached exhibits, and the terms and conditions. I certify that I have the authority to sign and enter into this Schedule on behalf of the Party I represent and agree to be bound by its terms.

Contractor Signature, Title

Date

Brooke Wagner, Assistant Superintendent

Date

SCHEDULE 5

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

This Schedule 5 is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and long-term care and treatment program, **Looking Glass Academy (Formerly Looking Glass Stepping Stone)**, hereinafter STEPPING STONE, in accordance with and subject to the terms and conditions of the Professional Services Agreement (“Agreement”), to which this Schedule is incorporated into by reference.

Detailed Description of Services:

See Exhibit E, the Statement of Work (Statement of Work). In addition to responsibilities in Exhibit E, the contractor will submit student attendance data quarterly to the District on **October 1, 2022, January 1, 2023, April 1, 2023 and July 1, 2023.**

Contract Deliverables and Payment Schedule:

The District shall compensate the Contractor, in accordance with Attachment A to Schedule 5, the sum of **\$23,995.80** (“Fee”) during the term of this Agreement. The District will compensate the Contractor on the basis of funds available from Oregon Department of Education (ODE). In the event funds are not available to the District in the full amount contracted between ODE and the District, payments to the Contractor shall not exceed the ration of this subcontract amount to the entire amount of the District’s contract with ODE, multiplied by the funds actually received by the District.

The Fee will be paid on a reimbursable basis for the quarter ending **September 30, 2022**, upon receipt of an invoice and financial expenditure summary report. Any equipment purchases in excess of one thousand dollars require prior approval by the District and ODE.

Signatures:

I have read this Schedule, any attached exhibits, and the terms and conditions. I certify that I have the authority to sign and enter into this Schedule on behalf of the Party I represent and agree to be bound by its terms.

Contractor Signature, Title

Date

Brooke Wagner, Assistant Superintendent

Date

SCHEDULE 6

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

This Schedule 6 is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and Title I-D funds for neglected, delinquent or at risk youth programs, **Looking Glass Community Services**, in accordance with and subject to the terms and conditions of the Professional Services Agreement (“Agreement”), to which this Schedule is incorporated into by reference.

Detailed Description of Services:

See Exhibit E, the Statement of Work (Statement of Work). In addition to responsibilities in Exhibit E, the contractor will provide programs that provide services for neglected, delinquent, or at-risk youth. Contractor shall provide a minimum six-hour per day educational program as defined by Every Student Succeeds Act (ESSA), Title I-D. Contractor will provide an educational program that is supervised by a teacher licensed by the State of Oregon and submit plans that include program narrative and educational services provided to students. Contractor shall complete any required Federal, State or District form. Contractor will submit student attendance data quarterly to the District on **October 1, 2022, January 1, 2023, April 1, 2023 and July 1, 2023** identifying the at risk youth enrolled in the school for Title I-D services.

Contract Deliverables and Payment Schedule:

The District shall compensate the Contractor **\$42,982 in Title I-D funds** that are designated to work with neglected, delinquent, or at risk youth. The District estimates the per pupil amount for Title I-D to be **\$2,387.89 for 18 students**.

The Contractor shall use the funds received in a manner that is consistent with the attached proposed program budget, Attachment A to Schedule 6. The proposed budget may be modified by mutual consent of the parties.

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

Signatures:

I have read this Schedule, any attached exhibits, and the terms and conditions. I certify that I have the authority to sign and enter into this Schedule on behalf of the Party I represent and agree to be bound by its terms.

Contractor Signature, Title

Date

Brooke Wagner, Assistant Superintendent

Date

ATTACHMENT A TO SCHEDULE 6

**Title I-D Looking Glass
Fiscal Year 2022–2023 Budget**

TITLE I-D

River Road Regional Crisis Center. Pathways Parole/Revocation/Diversion

Certified Wages \$26,680

Benefits \$16,302

Total Amount to Contractor \$42,982

Indirect charges 5.06% \$2,175

Total Amount to District \$2,175

GRAND TOTAL TITLE I-D: \$45,157

Legislative Update School Board 3/17/23

- Climate Change Curriculum SB 854 and 4J Board submitted a letter in support and also asking for the funding necessary.
Currently in House Education Committee with no hearings scheduled.
- Naloxone bill / letter- status - HB 2883- The suite of bills is moving in the legislature- not sure of the status of this one.
Currently in the House Behavior Health and health Care Committee with no hearings scheduled.
- School Board member compensation- bill status - HB 2753
Currently in House Education Committee with no hearing scheduled.
- Update on SB 819 – Abbreviated day
Out of Senate with -6 amendments. Passed out of the Senate and moved to the House Education Committee. There are still implementation and timeline questions – likely to go to a workgroup in the House. We support this bill, and we need a way to track incidents of students receiving an abbreviated day and for there to be accountability and transparency for having and implementing a plan to get students back in school full day. This will affect students on IEPs and students on 504 Plans and students who are being evaluated for SPED or have recently been eligible for SPED.
- School based health clinics - SB 549
This fits under the board priority : *Expand comprehensive student wraparound services and supports- health, mental health and basic needs*
 - Inflationary increase is added to existing funding
 - 10 planning pilot grants to evaluate the need for school based health services then and develop a school based health services plan
 - Grants available to increase school based mental health services
 - 10 pilot grants to use trauma informed practices to improve educational outcomes
 - 10 pilot grants to develop wrap around service hubs that are child and family centered for students who are experiencing mental health / behavioral challenges

Note: All school districts and ESDs are eligible to apply for these grants.

We plan to submit testimony in favor of this bill. We would also like to testify in person and ask student reps who are interested to join Senate Education Committee and had a hearing on 3/16/23 and there is a works session scheduled for 3/23/23. This bill will then be sent to Ways and Means.

- Funding conversation and getting data from our school district- The Department of Education is beginning to present to Ways and Means next week. We expect to get the Co-chairs of Ways and Means Budget very soon. The plan is to show local and concrete examples of the impact of \$9.9b state school fund (as it is in the Governor's budget) versus \$10.3b needed to keep school district funding level stable. Keerti and Judy will work with 4J budget folks to make this real to legislators with local examples from our district as other school districts are doing across the state.

3/17/23



ITEM FOR INFORMATION

Date of Meeting

March 15, 2023

Title

Board Goal Setting

Presenter

Andy Dey, Superintendent

Background Information

Three board members voted on March 1st to place this item on the agenda for discussion. We have attached the following policy relevant to this topic: BA to help facilitate a discussion around the information the board uses to set their goals and how they will monitor and report progress on their goals. This policy was first adopted in 2017 and was later revised/readopted in 2019.

Eugene School District 4J

Code: BA
Adopted: 8/02/17
Revised/Readopted: 10/16/19
Orig. Code(s): BA; 1225

Board Goals

The Board is responsible to the people for whose benefit the district has been established. Further, the Board's current decisions will influence the future course of education in the district's schools. By virtue of this responsibility, the Board and each of its members must look to the future and to the needs of all community members. This requires a comprehensive perspective and long-range plan in addition to addressing immediate problems.

The Board's primary responsibility is to establish policies, purposes and programs which will best produce educational achievement. The Board is charged with accomplishing this while also being responsible for wise management of available resources. The Board must fulfill these responsibilities by functioning primarily as a legislative body which formulates and adopts policy, by selecting a chief executive officer to implement policy and by evaluating the results. Further, it must carry out its functions openly and seek the involvement of students, staff and the public during its decision-making processes.

In accordance with these principles, the Board, through its operations, will review and vote to adopt Board goals.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)



ITEM FOR INFORMATION

Date of Meeting

March 15, 2023

Title

Board Communication and Calendar Protocols

Presenter

Andy Dey, Superintendent

Background Information

Three board members voted on March 1st to place this item on the agenda for discussion. We have attached the following policies relevant to this topic: BG/GBD, BBF, BBAA, BBA to help facilitate this discussion regarding Board members attending meetings throughout the district, staff communications, and calendaring participation in events/activities.

Eugene School District 4J

Code: BG/GBD
Adopted: 8/02/17
Revised/Readopted: 5/15/19

Board-Staff Communications

The Board desires to maintain open channels of communication between itself and the district staff. The basic line of communication will be through the superintendent.

Staff Communications to the Board

All formal communications or reports to the Board, or any Board committee, from staff members will be submitted through the superintendent. This procedure will not be construed as denying the right of any employee to address the Board about issues which are neither part of an active administrative procedure, nor disruptive to the operation of the district. In addition, this procedure does not restrict protected labor relations communications of bargaining unit members. Staff members are invited to Board meetings, which provide an opportunity to observe the Board's deliberations on matters of district operation.

Board Communications to Staff

All official Board communications, policies and directives of staff interest and concern will be communicated to staff members through the superintendent. The superintendent will provide appropriate communication to keep staff fully informed of the Board's policies, priorities and actions.

Visits to Schools

Visits by Board members will be carried out only under superintendent authorization and with the full knowledge of staff principals and other supervisors. School visits by Board members will be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[OAR 581-022-2405](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).

Connick v. Myers, 461 U.S. 138 (1983).

Lebanon Education Association/OEA v. Lebanon Community School District, 22 PECBR 323 (2008).

Eugene School District 4J

Code: BBF
Adopted: 8/02/17

Board Member Standards of Conduct

A Board member will:

1. Comply with ethics laws for public officials;
2. Understand that the Board sets the standards for the district through Board policy. Board members do not manage the district on a day-to-day basis;
3. Understand that the Board makes decisions as a team. Individual Board members may not commit the Board to any action;
4. Respect the right of other Board members to have opinions and ideas which differ;
5. Recognize that decisions are made by a majority vote and should be supported by all Board members;
6. Make decisions only after the facts are presented and discussed;
7. Understand the chain of command and refer problems or complaints to the proper administrative office;
8. Recognize that the Board must comply with the Public Meetings Law and only has authority to make decisions at official Board meetings;
9. Insist that all Board and district business is ethical and honest;
10. Be open, fair and honest — no hidden agendas;
11. Understand that Board members will receive information that is confidential and cannot be shared;
12. Take action only after hearing the superintendent's recommendations;
13. Refuse to bring personal or family problems into Board considerations;
14. Give the staff the respect and consideration due skilled, professional employees;
15. Present personal criticism of district operations to the superintendent, when appropriate, not to district staff;
16. Respect the right of the public to attend and observe Board meetings;
17. Respect the right of the public to be informed about district decisions and school operations as allowed by law;

18. Remember that content discussed in executive session is confidential;
19. Use social media websites judiciously in a manner that does not violate Oregon’s Public Meetings Laws;
20. When using social media websites, Board members will treat and refer to other Board members, staff, students and the public with respect;
21. Never post confidential information about students, staff or district business on any websites.

END OF POLICY

Legal Reference(s):

[ORS 162.015 to -162.035](#)
[ORS 162.405 to -162.425](#)

[ORS 192.610 to -192.710](#)
[ORS Chapter 244](#)

[ORS 332.055](#)

Cross Reference(s):

BBFA - Board Member Ethics and Conflicts of Interest

Eugene School District 4J

Code: BBAA
Adopted: 8/02/17
Revised/Readopted: 5/15/19
Orig. Code(s): BBAA

Individual Board Member's Authority and Responsibilities

An individual Board member exercises the authority and responsibility of their position when the Board is in legal session only.

A Board member has the authority to act in the name of the Board when authorized by a specific Board motion. The affirmative vote of the majority of members of the Board is required to transact any business. When authorized to act as the district's designated representative in collective bargaining, a Board member may make and accept proposals in bargaining subject to subsequent approval by the Board.

A Board member has the right to express personal opinions. When expressing such opinions in public, the Board member must clearly identify the opinions as their own.

Members will be knowledgeable of information requested through Board action, supplied by the superintendent, gained through attendance at district activities and through professional Board activities.

Members of the Board will adhere to the following in carrying out the responsibilities of membership:

1. Request for Information

Any individual Board member who desires a copy of an existing written report or survey prepared by the administrative staff will make such a request to the superintendent. A copy of the material may be made available to each member of the Board. Requests for the generation of reports or information, which require additional expense to the district, must be submitted to the Board for consideration.

2. Requests for Legal Opinions

Requests for legal opinions by a Board member must be approved by a majority vote of the Board or Board leadership. If the legal opinion sought involves the superintendent's employment or performance, the request should be made to the board chair. Legal counsel is responsible to the Board.

3. Action on Complaints or Requests Made to Board Members

When Board members receive complaints or requests for action from staff, students or members of the public, the Board members will direct the staff, students, members of the public to the appropriate complaint policy Board policy KL – Public Complaints. Such information will be conveyed to the superintendent.

4. Board Member's Relationship to Administration

Individual Board members will be informed about the district's educational program, may visit schools or other facilities to gain information, and may request information from the superintendent. No individual Board member may direct the superintendent to action without Board authorization. Board members will not intervene in the administration of the district or its schools.

5. Contracts or Agreements

All contracts of the district must be approved by the Board, unless otherwise delegated by the Board to the superintendent or designee for approval, before an order can be drawn for payment. If a contract is made without authority of the Board, the individual making such contract shall be personally liable.

END OF POLICY

Legal Reference(s):

[ORS 332.045](#)

[ORS 332.057](#)

[ORS 332.055](#)

[ORS 332.075](#)

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

S. Benton Educ. Ass'n v. Monroe Union High Sch. Dist., 83 Or. App. 425 (1987).

Cross Reference(s):

BHD - Board Member Compensation and Expense Reimbursement

DFEA - Admissions to District Events

Eugene School District 4J

Code: BBA
Adopted: 8/02/17
Revised/Readopted: 10/16/19; 11/06/19
Orig. Code(s): BBA

Board Powers and Duties

The Legislature of the state of Oregon delegates to the Board responsibility for the conduct and governance of programs and services in the district. The general powers granted to the Board are:

1. Legislative or Rule-Making Authority

In regular or special public meetings, after open discussion and after members' votes are recorded, the Board will establish rules or policy to govern the conduct of its members and the proceedings of the Board.

The Board shall establish policies for governing the programs and services of the district consistent with State Board of Education rules and with local, state and federal laws.

The Board is responsible for providing adequate and direct means for keeping informed about the needs and wishes of the public and for keeping local community members informed about the schools.

2. Judicial Authority

As provided by law, policy or contract, the Board acts as a fact-finding body or a court of appeal for staff members, students and the public when issues involve Board policies or agreements and their implementation, and when the Board must determine the rights, duties or obligations of those who address the Board.

3. Executive/Administrative Authority

The Board will appoint a superintendent delegated to establish administrative regulations to implement Board policy and goals. The Board will evaluate the superintendent's performance.

The Board may establish academic and financial goals for the district and evaluate the superintendent's implementation of those goals.

The Board will oversee the district's financial affairs by authorizing, appropriating and adopting budgets and by proposing local option or bond elections, when appropriate and as allowed by law, to provide for program operation and maintenance or acquisition of district property.

The Board will authorize the superintendent to approve payment on all contracts and business transactions of the district in accordance with Board policies on purchasing and budget requirements. The Board will provide for an annual audit of the district's assets.

The Board will employ the staff necessary to carry out the educational program and will provide for regular evaluation of staff.

The Board will direct the collective bargaining process to establish collective bargaining agreements with the district's personnel. The Board will establish, through the collective bargaining process where appropriate, salaries and salary schedules, other terms and conditions of employment, and personnel policies for districtwide application.

The Board will establish the days of the year and the hours of the day when school will be in session.

END OF POLICY

Legal Reference(s):

[ORS 192.630](#)

[ORS 243.656](#)

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

[ORS 294.305](#) to -294.565

[ORS 328.205](#) to -328.304

[ORS 332.072](#)

[ORS 332.075](#)

[ORS 332.105](#)

[ORS 332.107](#)

[ORS Chapter 339](#)

[ORS 342.805](#) to -342.937

[ORS Chapter 343](#)

Cross Reference(s):

DJ - District Purchasing



ITEM FOR ACTION

Date of Meeting

March 15, 2023

Title

Consider for Approval the 2023–24 Academic Calendar

Presenter

Andy Dey, Superintendent

Background

State law requires that the school board adopt the district’s annual academic calendar. The calendars are developed in collaboration with instructional leadership, reviewed by district leadership, and shared with all staff and families for their input and feedback

Article 10.2.4 of the district’s collective bargaining agreement with the Eugene Education Association provides that the district will present the draft academic calendar and consult with EEA in advance of the board’s adoption of the calendar. Draft calendars were presented to EEA in January and feedback was received via email.

Considerations in developing the calendar include student and family needs, winter and spring break periods for the Oregon University System, requirements of labor contracts, Oregon statutes and regulations relating to instructional time and holidays, the instructional minutes requirements adopted by the board, and feedback from stakeholders.

Options and Alternatives

The draft 2023–24 academic calendar may be adopted as presented or as modified following comment.

Budget/Resource Implications:

The proposed calendar will not result in new costs.

Recommendation

The superintendent recommends the adoption of the 2023–24 calendar at a future meeting.

2023 - 24 District Calendar

Eugene School District 4J



2023

July					August					September				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
3	4	5	6	7	1	2	3	4					1	
10	11	12	13	14	7	8	9	10	11	4	5	6	7	8
17	18	19	20	21	14	15	16	17	18	11	12	13	14	15
24	25	26	27	28	21	22	23	24	25	18	19	20	21	22
31	28	29	30	31	25	26	27	28	29					

October					November					December				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6			1	2	3					1
9	10	11	12	13	6	7	8	9	10	4	5	6	7	8
16	17	18	19	20	13	14	15	16	17	11	12	13	14	15
23	24	25	26	27	20	21	22	23	24	18	19	20	21	22
30	31	27	28	29	30	25	26	27	28	29				

2024

January					February					March				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5				1	2					1
8	9	10	11	12	5	6	7	8	9	4	5	6	7	8
15	16	17	18	19	12	13	14	15	16	11	12	13	14	15
22	23	24	25	26	19	20	21	22	23	18	19	20	21	22
29	30	31	26	27	28	29	25	26	27	28	29			

April					May					June				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5			1	2	3	3	4	5	6	7
8	9	10	11	12	4	5	6	7	8	10	11	12	13	14
15	16	17	18	19	13	14	15	16	17	17	18	19	20	21
22	23	24	25	26	20	21	22	23	24	24	25	26	27	28
29	30	27	28	29	30	31								

- School not in session
- First/Last Day of School
- No School: Grading/Professional Development Day
- Parent/Teacher daytime conferences (varies by school)
- No School - Elementary Only
- └ End of Semester

August	29	Teachers report
September	4	Labor Day
	6	First day, grades
	7	First day, grades
October	13	Professional Deve
November	9	Mid-term grading
	10	All schools close Veteran's Day Obs
	20-22	Parent/teacher co days identified b
	23-24	Thanksgiving brea
December	18-31	Winter break
January	2	Professional deve
	3	Student's return
	15	Martin Luther Kir
February	8	Semester grading
	9	Transition day
	12	Start of 2nd seme
	19	President's Day
March	25-29	Spring break
April	1	Professional deve
	12	Mid-term grading
May	27	Memorial Day
June	7	Elementary gradin
	13	Last day for stud
	14	Teacher grading o

This calendar may be altered at the discretion of the Eugene School District 4J Board of Education.

Adopted by the Eugene School District 4J Board of Education XX/XX/XXXX.

2023-2024 School Calendar by Semester

SEMESTER 1

Tue	Aug 29	Teachers report – planning	
Wed	Aug 30	School improvement and planning	
Thu	Aug 31	School improvement and planning	
Fri	Sep 1	School improvement and planning	
Mon	Sep 4	Labor Day	
Tue	Sep 5	Planning	
Wed	Sep 6	Tiered start with K, 6, 9	
Thu	Sep 7	All grades begin	SEPT: 17 student days
Fri	Oct 13*	Professional Development/Planning	OCT: 21 student days
Fri	Nov 9	Midterm grading	
Fri	Nov 10	Veteran’s Day	
Mon	Nov 20	No school – Parent-Guardian/Teacher Conference	
Tue	Nov 21	No school – Parent-Guardian/Teacher Conference	
Wed	Nov 22	No school – Parent-Guardian/Teacher Conference	
Thu	Nov 23	Thanksgiving – no school	
Fri	Nov 24	No school	NOV: 15 student days
M-F	Dec 18-29	Winter Break	DEC: 11 student days
Mon	Jan 1	New Year’s Day – no school	
Tue	Jan 2	School improvement and planning	
Mon	Jan 15	MLK Jr. Day	JAN: 20 student days
Wed	Feb 7	Last day of Semester 1	
Thu	Feb 8	Grading day	TOTAL SEM 1: 84 days
Fri	Feb 9	Transition day	

SEMESTER 2

Mon	Feb 12	Semester 2 begins	
Mon	Feb 19	President’s Day – possible school closure make-up day	FEB: 18 student days
M-F	Mar 25-29	Spring Break	MAR: 16 days
Mon	Apr 1*	Professional Development/Planning	
Fri	Apr 5	Midterm grading, no school	APR: 20 days
Mon	May 27	Memorial Day	MAY: 22 days
Fri	Jun 7	Elementary grading (elementary no school, mid/high in school)	
Thu	Jun 13	Students’ last day	JUN: 8 elem. days
Fri	Jun 14	Teachers’ last day	9 secon. days
Mon	Jun 17	Possible school closure make-up day	
Tue	Jun 18	Possible school closure make-up day	TOTAL SEM 2: 84 elem.
			85 secon.

***5.5 hours professional development/2 hours uninterrupted planning**



ITEM FOR ACTION (Second Read)

Date of Meeting

March 15, 2023

Title

Approve the Integrated Guidance Plan

Presenter

Andy Dey, Superintendent
Rob Hess, Chief of Staff

Background

The district has engaged in a thorough process in building our Integrated Guidance Narrative Plan (IG). Our IG plan includes responding to a series of questions from ODE organized around major themes. In addition, the IG plan includes current budget allocations that support the work the district is engaged in. In this week's board packet, we will be highlighting the following areas:

1. Needs Assessment

- In developing the Integrated Guidance submission, the Eugene School District 4J engaged in a comprehensive needs assessment grounded in high-level data from ODE in the key performance indicators (3rd grade reading proficiency, 9th grade on track, 4 & 5 year graduation rates segmented by ODE focal groups) along with more granular feedback from individuals and student, parent, staff and community groups.

2. Plan Summary

- Eugene School District 4J's Integrated Guidance plan is organized around three focus areas: 1) Timely communication and meaningful community engagement, 2) Equitable outcomes for all with an amplified focus on the desires of underserved student communities and 3) Safety and well-being for all students and staff.

3. Equity Advanced

- Eugene School District 4J is committed to eliminating gaps in opportunities and barriers to access which are highly predictable by a student's race, ethnicity, gender, gender identity, disability, socioeconomic status, and geographic location. The Equity Team shares the goal of improving outcomes for each and every student with an amplified focus on the desires of those who have been

historically underserved.

4. CTE Focus

- Career and technical education (CTE) is an educational program for high school students based on individual interests and industry needs. The Oregon Department of Education has established six CTE learning areas, which are aligned to industry standards and integrate technical and career skill proficiencies with academic content. CTE prepares students for the workplace, further education, training and community roles. We seek to advance the profile of CTE opportunities and pathways by establishing a Center for Applied Learning.

The board is asked to approve the district's plan at the board meeting on March 15. The district is required to meet the submission deadline with ODE of March 31.

Supplemental materials attached include the Executive Summary including Budget Allocations and the Integrated Application Template that will be included in the final ODE submission. The final copy included in the board packet has been revised based on stakeholder feedback at the 3/1 board meeting and other stakeholders.

The districts Integrated Guidance Plan aligns with the three big rocks:

- Rock I: Timely communication and meaningful community engagement.
- Rock II: Focus on equitable outcomes for all students with an amplified focus on the desires of underserved student communities.
- Rock III: Safety and wellbeing for all students and staff.

Executive Summary

The table below and the more detailed descriptions that follow summarize the instructional components identified by the 4J team for submission to the Oregon Department of Education for the Integrated Guidance. The primary focus of our IG grant is to provide more support to schools as we believe this will have the greatest impact on student outcomes.

The list is broken out by historical categories (i.e. High School Success (HSS), Early Intervention Indicator Systems (EIS), Targeted/Comprehensive School Improvement (T/CSI) and the Student Investment Account (SIA) elements) that are a part of the Integrated Guidance (IG) as a whole. The items are also categorized as efforts that are on-going (Sustain), new investments (New) and promising areas for increased investment (Scale).

Resource spent on Positions

Number of licensed FTE funded through IG: **75.3 FTE**

Number of classified hours funded through IG: **255 Hours** (36.4 positions @ 7 hours)

Number of admin funded through IG: **4 FTE**

% of Resource on New Programs: 25%

% of Resource on Sustaining Programs: 53%

% of Resource on Scaling Programs: 22%

Resource % spent on District Goals

A: Timely Communication & Meaningful Community Engagement

- A1: Center for Applied Learning: 13.5%
- A2: Provide Extended Learning Opportunities: 9.3%
- A3: Community Outreach & Connection: 4.2%
- A4: Wrap Around Supports: 2%

B: Equitable outcomes for all with an amplified focus on the needs of underserved students

- B1: Support Equity, Inclusion, and Instruction Initiatives: 19.8%
- B2: New Teacher Mentoring & Support: 7.3%
- B3: Grow Your Own (GYO) Pathway Program: 1.5%
- B4: 3rd Grade Literacy: 6.3%

C: Safety and Well-Being for all students and staff

- C1: MTSS implementation and effectiveness district-wide: 9.9%
- C2: Increase adults in the system/target class size reduction: 18.7%
- C3: Integrated prevention and mental health model: 5.9%
- C4: Student Success Coordinators: 6.6%

This revised recommendation represents best current thinking based on community response to the earlier project list presented to the 4J School Board 2/15/2023. More broadly, the recommended investments represent both a focus through the 4J equity lens along with community feedback collected intentionally over time to ensure program investments that are most responsive to students' needs. This includes an on-going and sustained investment in programs that show promise based on prior investments as well as new areas of need and growth.

Practical examples of how this is represented in the submission include the programs of the Center for Applied Learning, the expanded efforts of the Equity, Inclusion and Instruction department (including Wraparound Services) and continuing investments in behavioral, instructional, and mental health support (MTSS, 3rd Grade literacy). The strategies and outcomes have been summarized in relation to the three rocks that focus our attention on actions that benefit students and support 4J staff and the Eugene community: 1) Equitable Outcomes 2) Safety and Well-being for students and staff and 3) Timely communication and community engagement.

Recommendation

The superintendent recommends the board approve the Eugene School District 4J Integrated Guidance Plan as presented.

Integrated Application Template

This Integrated Application Template aims to help applicants organize their application content prior to submitting their complete and final application via Smartsheet between **March 1 – March 31, 2023**. Please note this template **will not** be submitted to the Oregon Department of Education; rather it is provided as a way for applicants to compile the necessary information and complete the Smartsheet submission in one sitting, by simply copying and pasting.

Needs Assessment Summary

Please offer a description of the comprehensive needs assessment process you engaged in and the high-level results of that needs assessment. Include a description of the data sources you used and how that data informs equity-based decision making, including strategic planning and resource allocation.

In developing the Integrated Guidance submission, the Eugene School District 4J engaged in a comprehensive needs assessment grounded in high-level data from ODE which included the key performance indicators (3rd grade reading proficiency, 9th grade on track, 4 & 5 year graduation rates segmented by ODE focal groups) along with more granular feedback from individuals and student, parent, staff and community groups. Specific stakeholder engagement examples include over 120 superintendent chats, a survey of all employees designed to measure climate and culture (Upbeat Survey), a student climate survey, staff, student, and family feedback regarding proposed secondary schedule changes, and focus groups/stakeholder review of the draft Integrated Guidance plan. Intentional efforts to amplify voices of underserved communities has been an ongoing priority, and this has been done by increasing creating the Equity, Inclusion, and Instruction department. This department has grown from 1 staff member to over 30 staff members since our original SIA plan. We believe that outreach and engagement is not just something you do once a cycle but should be ongoing and ever present so that the work is continually shaped by ongoing feedback and two-way communication.

Multiple avenues were established to provide input in support of a collaborative decision-making process informing Integrated Guidance funding needs. Staff, families, community partners, and students were invited to speak with the superintendent to share insight into district work. A broad survey of families, staff and community was followed by targeted focus group conversations on how to support student success. Staff feedback on district initiatives was elicited in meetings, and by use of the ThoughtExchange platform to crowdsource targeted feedback on current investments, proposed schedule change proposals, and to develop insight into ways to build upon progress already being made. A key challenge emerged in that many individuals and groups were not aware of efforts underway and progress being made, underscoring the need for greater communication around resources like the Wraparound Program services provided through the 4J Family Welcome Center.

Key Performance Indicators (KPIs) tracked by ODE provide evidence that 4J district investments in the prior SIA cycle have begun to bear fruit, among them significant investments in equitable outcomes for marginalized groups. Improvements in 3rd grade reading proficiency, 9th grade on track and 5 year graduation rates in the focal group populations highlighted by ODE were the focus of SIA investments and likely contributed to these successes. Despite the effects of COVID on student performance, and associated stresses within the school system, 4J is seeing the benefits of having created systems and supports for struggling and underserved students that should continue to improve student success.

Integrated Application Template

A key takeaway from the needs assessment is that needs identified in the prior SIA cycle continue to exist and 4J is making progress in addressing them. 3rd grade reading is still an area of concern along with attendance rates that have declined. The resulting strategic direction is to continue, improve or adjust existing initiatives rather than undertake a significant course correction. For example, the need for a new secondary schedule was previously identified, motivated by the need for more time for staff to focus on struggling students. The chief driving value behind the new A/B Flex schedule was to design a schedule that would benefit SPED, ELL, and traditionally underserved students with more opportunities to earn credits and receive support without sacrificing opportunity to take courses with accommodations. With this strategic decision taken in December 2022, subsequent investments in professional development will need to be made to optimize the change.

In summary, despite COVID, 4J held steady with plenty of innovation, collaboration and progress against equity goals—especially in regards to supporting equity, inclusion, and instruction. However, even with a generally positive trend in the KPIs, 4J has room for significant improvement. Going forward, our focus for improvement is aligned around three foundational outcomes or goals that we have built our IG plan around:

- 1) Timely communication and meaningful engagement
- 2) Coordinated focus on equitable access and advancement for all, with an amplified focus on the desires of those who have been historically underserved
- 3) Safety and wellbeing for students and staff.

These are the strategic priorities underlying resource planning that are being made in the Integrated Guidance with the goal that all decisions are grounded in the 4J equity lens.

Plan Summary

Your plan summary will help reviewers get quick context for your plan and the work ahead. In the coming months, you may also use this process to quickly explain to the community, local legislators, media, and other partners how you are braiding and blending these investments. Please share the exact needs or issues the investments will address as outlined in your four-year plan and as it relates to the purposes stated in law for all applicable programs, and what processes you'll put in place to monitor progress toward addressing those needs.

Eugene School District 4J's Integrated Guidance plan is organized around three focus areas: 1) Timely communication and meaningful community engagement, 2) Equitable outcomes for all with an amplified focus on the desires of underserved student communities and 3) Safety and well-being for all students and staff.

Many strategies bridge areas like the initiatives undertaken by the Equity, Inclusion and Instruction department. These efforts include wrap-around services provided by regional care teams providing mental health support for students experiencing crisis, chronic absenteeism, students experiencing homelessness, who are gender diverse or who are otherwise part of marginalized groups.

Integrated Application Template

Timely communication and meaningful community engagement is evident in the emergent bilingual student success plan attending to needs of migrant, recent arrival and developing multilingual students and families by providing school success navigators, systematic English development training, and collaboration time for teachers. Similarly, all 4J's students, but particularly Native American students, have long benefitted from the experiences, education and support provided by the Natives program. Expanding and enhancing the Natives program will increase direct student support services, tutoring, summer camp, and cultural programming.

Focusing on equitable outcomes for all with an amplified focus on the desires of underserved student communities is evident in the 3rd grade literacy plan with ongoing work fundamental to student success for all along with attention to underserved student communities, such as provision of media specialists in school libraries with underserved communities. This includes further expansion of the KITS program curriculum and implementation of the full continuum of research-based literacy skills, with extensive professional development for staff and additional licensed reading specialists across high-needs elementary schools.

Our Learning For All model supported by a districtwide focus on MTSS is a proactive way to increase access and inclusion for all underserved students by improving our instructional strategies including differentiation and expanding the continuum of services in each school. Having already launched a pilot of Universal Design for Learning, this program will be refined and expanded over time.

BEST after school and summer programs provide opportunities to increase instruction time through supporting the BEST afterschool program for Title I elementary schools and Title I summer school to support students from all elementary schools in need of summer reading support and expand middle school students' summer learning opportunities.

Well-rounded education and providing extended learning opportunities for staff and students is a part of the Center for Applied Learning and 4J's CTE programs that provide engaging and practical pathways for students with a variety of learning characteristics, with the needs of underserved communities as a primary objective.

Safety and wellbeing for all students and staff will be fostered by addressing the mental health, behavioral and social emotional needs of our students and our staff. We have begun the process of implementing Integrated Mental Supports in every school and will continue to build this model over time so that more students can receive mental health support from licensed mental providers during the school day. Especially emerging from COVID, there are additional needs and efforts reflected in budgets in these areas to reflect this commitment, which remains a top priority from our community, with special attention to focal groups.

By mapping our MTSS (multi-tiered system of support) resources throughout the district and establishing an MTSS team at every school, we will be able to more effectively serve the needs of our students through more effective and coordinated Universal Supports (Tier I), Targeted Supports (Tier II), and Intensive Supports (Tier III) in the areas of ELA, Math, SEL, Pro-Social Behavior, Attendance, and Grades. As we implement MTSS throughout the district, we hope to see the referral rate for Special Education decrease, and the amount of time SPED students spend in regular education increase.

With an equity lens we will be supporting targeted class size reduction to ensure underserved students in our most impacted communities have the opportunity and access they need to see historic achievement gaps close. We will be paying keen attention to this through our Longitude Growth Targets.

Equity Advanced

- ***What strengths do you see in your district or school in terms of equity and access?***

One strength is the creation of the Office of Equity, led by two directors, which oversees multiple district programs. The Office of Equity, in addition to advising the superintendent’s cabinet, leads various district initiatives to make the entire organization more inclusive, safe, and welcoming and to improve academic outcomes. Below is a list of accomplishments and work in progress:

- Multi-year goal to strengthen the use of restorative justice practices to reduce disproportionate disciplinary outcomes.
- Strengthened student affinity groups across all secondary schools by hiring student affinity coordinators.
- Collaborated with human resources to recruit, hire, and retain staff of color and to strengthen the Grow Our Own program.
- Collaborated with the community and the school board to create and adopt a racial harassment policy.
- Created a Welcome Center that provides families with basic needs, resources, and community learning activities focused on mental health, adult education, and early childhood reading. The Welcome Center also serves as a one-stop hub for new families in our district.
- Strengthened the NATIVES program to better serve the local Native community.
- Hired four equity managers to work collaboratively with building principals on building-based equity initiatives and to serve as thinking partners for decision-making.
- In the process of developing a sociology of race and class course, redesigning school improvement plans, and collaborating with unions to redesign leadership plans.

A second strength of our school district is the willingness to engage in professional development on race, racism, and discrimination, and we approach our work using an equity lens.

- ***What needs were identified in your district or school in terms of equity and access?***

- More support for newcomers at the high school level (recently-arrived immigrant students with little or no English proficiency).
- An amplified focus on preschool, and early learning programs, specifically for historically marginalized focal groups and students with disabilities.
- An amplified focus on students identified as McKinney-Vento with targeted support on basic needs and academic interventions.
- An amplified focus on mental health supports, K12, specifically for historically marginalized focal groups and students with disabilities.

Integrated Application Template

- ***Upload the equity lens or tool you used to inform and/or clarify your plan & budget.***

LINK: <https://drive.google.com/drive/folders/1EXDjLZXET4I2Mp-OInR7ENjZFzChu7Zr>

- ***Describe how you used this tool in your planning.***

We used these tools to make sure we were addressing the appropriate problems. By having a clear purpose, we could ensure that we spent time engaging with the correct stakeholder groups. The use of these tools allowed our teams across the district to look at equity in a similar way.

- ***Describe the potential academic impact for all students AND focal student groups based on your use of funds in your plan.***

Our plan is designed to support students in underserved focal groups. Using high-leverage teaching strategies can and will benefit all students. We also consider how lessons are designed with a Universal Design for Student Learning as a priority. These strategies and activities will support the achievement of all students with an emphasis on activating deeper engagement, in the learning path, with our student focal groups.

- ***What barriers, risks or choices are being made that could impact the potential for focal students to meet the Longitudinal Performance Growth Targets you've drafted, or otherwise experience the support or changes you hope your plan causes?***

Administrator and teacher preparedness can and will likely be a barrier to the success of this plan.

- ***What policies and procedures do you implement to ensure activities carried out by the district do not isolate or stigmatize children and youth navigating homelessness?***

Our school district is changing the secondary school schedule to support focal groups better. For example, special education teachers that are pushed into the classroom will now be able to intervene during the class period immediately. And teachers will teach for a portion of the period allowing for students to receive homework support during the latter part of the class period so needed questions can be covered before students move to the next class or transition home. Providing support during the school day is important because we know that many of our students navigating homelessness do not have access to a consistent home environment.

CTE Focus

- ***What strengths do you see in your CTE Programs of Study in terms of equity and access?***

Integrated Application Template

As new programs of study are created, commitment to increase the participation of traditionally underserved populations of students.

Removing barriers that impede student access to programs. These include:

- a. District wide enrollments
- b. District provided transportation and nutrition services
- c. Summer program opportunities
- d. Integrated contextual core content for credit
- e. District provided tools, equipment and safety clothing necessary for participation

New programs are piloted to specifically appeal to students from traditionally underserved populations, providing learning experiences that prepare students for high quality post high school opportunities that lead to family-living wage/high demand jobs. To help ensure achieving the above stated outcomes the district has created the following positions: Equity Directors, Equity Managers, Student Alliance Coordinators
Expansion of district communications department to improve information and promotion of CTE programs of study.

- ***What needs were identified in your CTE Programs of Study in terms of equity and access?***
 - Underrepresented special populations of students include, individuals from economically disadvantaged families, individuals preparing for non-traditional fields, homeless individuals, individuals with disabilities, English language learners
 - Underrepresented race/ethnic groups include Native Hawaiian/Pacific Islander, African American/Black, Hispanic/LatinX
 - Students identifying as female are underrepresented in traditionally male dominated industry sectors.
 - Expand the number of programs of study open to students from across the district. Current enrollment in most POS is constrained to programs only offered at a student's home high school.
 - Students and families lack knowledge and understanding about CTE programs of study and how these lead to post high school opportunities in family-living wage/high demand careers.
 - Some Programs of Study (POS) don't lead to high quality post-high school outcomes for students and CTE is frequently seen and promoted as electives instead of pathways to graduation and career. Some of our programs are more suited to be an elective than a CTE POS that provides the career ready outcomes that our students deserve.
 - Culture among stakeholder groups that college-prep is the only legitimate post-high school aspiration.
 - Counselor understanding of programs and 'college' as defined broadly and inclusively.

- ***What is your recruitment strategy, and how does it ensure equitable access and participation in CTE Programs of Study?***

We believe the recruitment of underserved populations will require multiple strategies to be effective. These include:

Integrated Application Template

1. Improve outreach and devote resources to support special populations identified as being underserved. Target and educate parents and continue to focus on bringing events and career learning options to underserved communities.
 2. Address explicit and implicit racism within the system and the effect it has on whether students feel welcome, supported or guided.
 3. Debunk traditional beliefs about which students are capable. Reach out to Special Ed & ESL case managers to help promote CTE opportunities to their students.
 4. Incorporate the Equity Decision Making Tool as an embedded part of our quality decision making process.
 5. Career Guidance needs to increase focus on career goals and opportunities after high school as viable alternatives to the traditional college pathway.
 6. Offer materials in native languages.
 7. Increase student voice in decision-making.
 8. Consistently review data to guide decisions.
- ***How will you ensure equal access and participation in your CTE Programs of Study among focal student groups? How will you ensure there is no discrimination for focal student groups?***

Ensuring equal access and participation in CTE Programs of Study for all students, including focal student groups, is a top priority. In order to achieve this, the following steps to promote equity and inclusion in our program are implemented.

1. Needs assessment to identify and understand the unique needs and challenges facing students from low-income families, students of color, and students with disabilities. Based on this information, develop targeted strategies to support these students and ensure they have the same opportunities and resources as their peers.
2. Work closely with school counselors, equity managers, special education staff, and other support staff to identify students who may be at risk of discrimination and ensure they receive the support they need to succeed . This includes providing additional academic or emotional support, connecting them with affinity groups, or providing accommodations to ensure they have equal access to the curriculum. i.e. adjust scheduling procedures to prioritize students from identified focal groups access to course and program offerings.
3. Provide professional development opportunities to all staff to build a more inclusive, respectful and culturally responsive learning environment. i.e. Antiracism and the Universal Design for Learning by Andratesha Fritzgerald.
4. Regular monitoring and evaluations of CTE programs to identify and address any disparities in access, participation and success among focal student groups, making any necessary adjustments to ensure that all students have equal opportunities to succeed.

Well-Rounded Education

- 1. Describe your approach to providing students a well-rounded education. What instructional practices, course topics, curriculum design, and student skills development are part of this approach? Describe the approaches by grade band (elementary, middle, and high).***

Elementary - Students in 4J receive instruction that includes SEL, reading, writing, math, science, social studies, health, physical education and music. These core areas are provided to all students, some of whom may receive individualized instruction or supports to access core materials. Instructional strategy development is provided for staff to enhance Universal Design of Learning, AVID - WICOR strategies, Science of Reading and SEL - care and connection.

Middle/High - The middle and high school schedules allow for math, language arts, science, social studies, PE/Health instruction plus a wide variety of elective options including but not limited to drama, art, music, technology, cooking, and AVID. Staff are trained on Universal Design for Learning strategies as well as content specific best practices.

- 2. Which disciplines (theater, visual arts, music, dance, media arts) of the arts are provided, either through an integration of content or as a separate class?***

In elementary school students receive instruction from a certified PE and Music teacher. Classroom teachers integrate drama, visual arts, dance and media arts.

In middle school and high school, students may choose to take theater, visual arts, dance, music and media arts. PE is required for all students.

- 3. How do you ensure students have access to strong library programs?***

The Eugene 4j School District is committed to providing all students with access to a strong library program. That commitment starts with our District Teacher Librarian who was hired in 2020 to oversee and support our District library program. Our District Teacher Librarian oversees and provides support for our building level teacher librarians, Classified Staff and Volunteers. She provides a tiered menu of services depending on the staffing at each building. Each of the four comprehensive high schools (Churchill, North Eugene, Sheldon and South Eugene) have certified teacher librarians. In addition our board approved an Elementary Teacher Librarian five year Pilot Program to study the impact of certified teacher librarians on student learning and has staffed our 3 highest SES Elementary Schools. We have varying levels of support provided to our middle schools and elementaries, ranging from a full time classified employee to part time volunteer(s). Our District Teacher Librarian meets with folks on a monthly basis and even teaches lessons in our schools without a certified librarian on how to access their school's library collection, our online collection, digital citizenship and even the use of educational technology.

Integrated Application Template

4. *How do you ensure students have adequate time to eat, coupled with adequate time for movement and play?*

Elementary - Students in 4J have a minimum of 30 minutes for lunch time which includes eating time and time for play. Students that require more time for eating are able to stay longer and finish meals. All students also receive an additional 15 minute recess for play time. Many of our schools offer an additional recess for our students in grades K-1 to gain additional movement.

5. *Describe how you incorporate STEAM (Science, Technology, Engineering, Arts, and Math) instructional practices, including project-based learning, critical thinking, inquiry, and cross-disciplinary content.*

Through educational programming like the Center for Applied Learning and Community Engagement student learning is rooted in authentic, problem based/project based learning. This experience is characterized by educational institutions collaborating with community and industry partners to integrate excellent teaching with industry standards and expertise.

Students collaborate with teacher mentors to design high quality project based learning that is authentic and meaningful. Student experiences are embedded in the real world. Project based learning emphasizes the relevance of the learning with integration into and application of real world experiences rooted in community needs. Integration of contextualized core content into project based learning addresses these complex community issues, and provides opportunity for students to apply traditional academic knowledge and skills in real world projects.

In addition to the technical and academic knowledge and skills, students learn to approach problem solving and program design through Design Thinking. This kind of thinking cycle gives students a scheme by which they can approach any type of new/novel situation and have confidence they can find a solution. In addition to these approaches, all of our secondary schools have implemented AVID schoolwide and 11 of our elementary schools are also AVID schools. AVID helps teachers shift from delivering content to facilitating learning, resulting in an inquiry-based, student-centric classroom. Teachers trained in AVID methodologies use WICOR (Writing, Inquiry, Collaboration, Organization, and Reading) to promote critical thinking, inquiry, and cross-disciplinary content.

6. *Describe your process for ensuring the adopted curriculum (basal and supplemental) consists of a clearly stated scope and sequence of K-12 learning objectives and is aligned to all state and national standards.*

We maintain our curriculum adoption cycles to ensure that we are providing high quality instructional materials to each child in every school. Our adoption process is a rigorous process that includes a highly representative group of educators to review each of the approved materials and make a recommendation for piloting materials. Materials are piloted over the year prior to adoption and a final selection is made. Implementation of curriculum involves multi-year plans for professional development accompanied by classroom observations with identified “look-fors,” coaching and feedback to staff.

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7. Describe your process for ensuring classroom instruction is intentional, engaging, and challenging for all students

Eugene School District 4J engages in several practices to ensure that classroom instruction is intentional, engaging, and challenging for all students. Classroom instruction starts with the instructional core, the relationship between the teacher's knowledge and skill, student engagement in the learning, and how the curriculum facilitates this relationship.

In order to continually hone classroom instruction, we strongly encourage all schools to engage in collaborative cycles of inquiry answering the 4 questions of the professional learning community.

1. What do we want our students to know and be able to do?
2. How will we know?
3. What will we do when they don't yet know?
4. What will we do for our students that have already learned this?

This coupled with our engagement in data teams to review how all students are doing helps inform classroom instruction and additional needs in instructional interventions.

Students are the most important component of the instructional core. In order to provide an engaging and challenging curriculum to students, we need to teach them how to interact in that manner. Particular attention is paid to classroom discourse and teacher talk moves to ensure that students are able to articulate learning and the ability to agree and disagree in a manner that supports learning. Finally students must be in school to participate in these powerful learning opportunities. Our multi-tiered system of support engages families to ensure that student attendance is always improving.

Establishing MTSS teams at every school will also ensure that classroom instruction is engaging and intentional for every student. Each MTSS team will monitor universal Tier I supports, small group Tier II supports, and individual Tier III supports to ensure that all students are improving to their full potential.

Our final lever for ensuring high quality classroom instruction is through our staff evaluation process. All employees are involved in an evaluation cycle designed to provide timely feedback, coaching, and evaluation on established standards of professional practice.

8. How will you support, coordinate, and integrate early childhood education programs?

Our district works with our early childhood providers in Lane County to support our early childhood education programs. This partnership includes but is not limited to Early Education Program (EEP), Head Start of Lane County, and Preschool Promise Programs at our identified sites. In addition, we work closely to coordinate efforts with Relief Nursery and other early childhood providers in our area to continue to support our future students in 4J and their families as they make the transition. This includes a coordinated approach to assisting students to transition from preschool to kindergarten. In addition, our district partners with local early childhood directors in our area by

meeting with them quarterly to discuss and coordinate efforts to support families that will be transitioning to our 4J schools.

Eugene School District 4J also works closely with The Oregon Social Learning Center (OSLC) to partner during the two months before and the first two months of kindergarten to participate in Kids in Transition to School (KITS®) which is a short-term, targeted, evidence-based OSLC intervention that helps children at high risk for school difficulties to be better prepared for school both socially and academically. As a district we continue to reflect on how we can improve our practices in order to best support and integrate a more inclusive welcome for our young students in partnership with our early childhood programs.

9. *What strategies do you employ to help facilitate effective transitions from middle grades to high school and from high school to postsecondary education?*

Middle school 8th grade students engage in multiple activities that connect them to their future high schools. Each student creates a UDL personalized learning profile to share with their high school counselors and 9th grade transition coordinators. The purpose of the profile is to give students agency in communicating their learning needs, preferences and interests. High school counselors present at each middle school to share learning pathways, course offering and to help facilitate course forecasting. Student leaders share leadership opportunities and information about student clubs and affinity groups that high schools offer to ensure students are aware of avenues to make positive connections with peers and staff. Additionally, transition meetings are held between administrators, teachers, and SSD staff to highlight specific students' strengths, needs, and academic and social emotional progress.

High school 9th graders are cohorted for their first year in High School to establish positive relationships with classmates as well as develop positive connections and relationships with their teachers. The new 9th grade Humanities model is designed to provide students with common experience, learning standards, and access to intentional learnings that derive from AVID Strategies for Success, Social and Emotional Learning, Quality Decision Making, and also in having a common experience that is focused on maintaining on-track graduation status especially on their first year of high school.

10. *How do you identify and support the academic and technical needs of students who are not meeting or exceeding state and national standards, and Perkins Performance targets, particularly for focal student groups?*

Administrators, teachers, counselors, and other support staff meet in collaborative data teams to identify the academic progress of students and use a multi-tiered system of support to address students' needs. The team reviews a variety of data including, students' summative and formative assessment data, educator qualitative observations, and attendance and behavior data. Based on the team's findings, next steps for supporting student progress are determined. Practices to support students range from core instructional planning to targeted instruction in an intervention course. Title I services are available for elementary students to receive targeted small group reading

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instruction. Additionally, some elementary schools offer Title I services for math and reading.

When students have been identified as needing a more intensive level of support, based on data and the level of intervention support not being sufficient to make gains, the school or parent can put in for a Special Education Referral. The first steps to this referral include filling out a Referral Packet on the student and sending it to the Student Services Department where a Referral Review Team analyzes the data and concerns to determine next steps. Once a recommendation is made, the school based team would then hold an Evaluation Planning Meeting to decide on what the appropriate response to the referral is and move forward accordingly.

11. *What systems are in place for supporting the academic needs of students, including for focal student groups, who have exceeded state and national standards?*

Aligning with research-based, best practices pertaining to TAG, 4J provides services to students served by TAG plans in the general education setting using skillful differentiation techniques and other methods of providing greater depth, complexity, challenge, and extension. Ideally, when a student has demonstrated mastery of a specific academic standard to a certain level of depth and complexity, they are provided with continued instruction that meets their needs for their level and rate of learning. Depending on the grade level and/or content area, as well as the student's assessed level and rate for that unit of study, this could look like Cluster Grouping, Compacting Curriculum, Tiered Assignments, Independent Study Contracts, Advanced Placement courses, Dual Language certification, etc.

We have also partnered with EOS (Equal Opportunity Schools) to increase the percent of participation in AP courses with focal student groups, and we have revamped our school improvement planning process for the 23-24 so that building leaders must be intentional about identifying focal groups for improvement outcomes.

12. *Describe your process for ensuring the adopted curriculum (basal and supplemental) consists of a clearly stated scope and sequence of K-12 learning objectives and is aligned to all state and national standards.*

We maintain our curriculum adoption cycles to ensure that we are providing high quality instructional materials to each child in every school. Our adoption process is a rigorous process that includes a highly representative group of educators to review each of the approved materials and make a recommendation for piloting materials. Materials are piloted over the year prior to adoption and a final selection is made. Implementation of curriculum involves multi-year plans for professional development accompanied by classroom observations with identified “look-fors,” coaching and feedback to staff.

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CTE Focus

- ***How do you provide career exploration opportunities, including career information and employment opportunities, and career guidance and academic counseling before and during CTE Program of Study enrollment?***

During CTE Programs of Study

- Guest speakers
- Field trips to potential employers
- Internships
- Working alongside industry professionals to complete a variety of projects focused on community needs

Before CTE Programs of Study

- Part of a student's educational plan and profile requires students to take a Career Interest survey in addition to other online career exploration activities. This process starts in the 9th grade and is revisited in subsequent years.
- Provide exposure to, and information about available CTE programs during 8th grade, summer programming and 9th grade.

- ***How will students from focal groups and their families learn about CTE course offerings and Programs of Study that are available?***

- Website
- Direct written communication
- Public demonstrations of student learning
- Counselors & School Career Center
- Program of study open houses and family information sessions

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- Presentations to affinity groups
- Curriculum guides

- ***How are you providing equitable work-based learning experiences for students?***
 - We actively seek out and establish relationships with employers in identified high demand industry sectors in order to create work-based learning opportunities for students. This includes reaching out to businesses in the community, attending networking events, and building partnerships with industry associations. Once these relationships are established, we work with employers and community workforce partners to design and implement internships, apprenticeships, job shadowing, and other career related learning experiences that align with students' career interests, academic goals, and community needs.
 - We contract with a local nonprofit to collaborate with teachers in the development of work-based learning opportunities.
 - Support student participation in work-based learning events hosted by a local nonprofit.
 - Support participation of students in paid summer internships.

- ***Describe how students' academic and technical skills will be improved through integrated, coherent, rigorous, challenging and relevant learning in subjects that constitute a well-rounded education, including opportunities to earn postsecondary credit while in high school.***
 - Integrating academic and technical skills in relevant and challenging learning experiences will significantly improve students' overall education. By providing integrated, rigorous instruction across multiple subject areas, students are able to see and experience the real-world applications of what they are learning. This makes both the academic and technical content more meaningful and engaging. Because programs of study are articulated with community college, students have opportunities to earn postsecondary credit while in high school, which will give them a head start on either their college education or progress in apprenticeship programs, and help them to save time and money.
 - Students earn industry recognized credentials
 - Current opportunities include, but not limited to, engineering design, construction, manufacturing, health services, computer science, natural resources, culinary arts, digital media/graphic design, and computer science, which will enhance their understanding of the subject and give them the technical knowledge and skills necessary for the related field.
 - Overall, this kind of education will not only improve students' academic and technical skills but also develop the student in a well-rounded way and help them to be college and career ready."

- ***What activities will you offer to students that will lead to self-sufficiency in identified careers?***
 - Opportunities and support for acquiring National Industry Certifications
 - Hands on applied learning opportunities as part of the scope and sequence in courses within Programs of Study

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- Work based learning experiences in all programs of study
 - Close partnerships with community business partners to address identified community needs. i.e. building tiny homes to provide temporary housing for the homeless.
- ***How will you prepare CTE participants for non-traditional fields?***
 - Hiring Staff that reflect the non-traditional roles in industry sectors
 - Provide broad exposure for all students to all programs of study
 - Provide academic, technical and emotional support for students enrolled in programs of study that reflect non-traditional fields
- **Describe any new CTE Programs of Study to be developed.**
 - Creative Services - Digital Media Design
 - Forestry/Natural Resources
 - Manufacturing
 - Health Occupations

Engaged Community

- ***If the goal is meaningful, authentic, and ongoing community engagement, where are you in that process? What barriers, if any, were experienced and how might you anticipate and resolve those issues in future engagement efforts?***

Sustained, ongoing and meaningful engagement is a strong value in Eugene School District 4J. Currently, there are areas where we are finding success in authentic engagement and areas where we can improve. Overall, Eugene 4J is moving through the continuum from involvement to true collaboration.

To support moving beyond consultation and involvement to true collaborative engagement the district embarked upon an outside communications audit to work with key stakeholder groups to better understand how and where they would like to be integrated into our planning processes.

Additionally, the district engaged an outside consultant to help train staff on quality decision-making practices that are then being integrated into collaborative planning strategies with our stakeholders.

Barriers that existed during integrated guidance planning and engagement were internal and are being addressed through strategic internal alignment of district roles and responsibilities. Through targeted investments in our Integrated Guidance plan, the district is building support for meaningful engagement into our strategic plan, and embedding it into our decision-making process, as well as individual school improvement plans.

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- ***What relationships and/or partnerships will you cultivate to improve future engagement?***

As a district we are working to build out community partnerships. We anticipate clear engagement pathways for partner organizations that share a mission of supporting our families - specifically around access to direct services as a result of key district initiatives of the Integrated Guidance.

We have built and are continuing to strengthen relationships with community organizations such CAHOOTS, Ophelia's Place, SASS, and the JED Foundation among others in the field of mental health and support services.

- ***What resources would enhance your engagement efforts? How can ODE support your continuous improvement process?***

The district will utilize key roles made possible through the student investment account funding to enhance and increase family engagement including wrap around support services, greater access to language services to ensure all families have access to important information regarding their student's experiences, as well as ensuring that meaningful engagement remains at the core of all district initiatives.

To codify this work the district has incorporated the goal of meaningful engagement in an updated template for all school improvement plans so that every building will reflect and intentionally focus on supporting true collaborative engagement in their student's experiences.

The district's department of equity, inclusion and instruction will be reviewing school improvement plans and providing targeted support as needed to build up on existing engagement efforts.

- ***How do you ensure community members and partners experience a safe and welcoming educational environment?***

In addition to clearly established values of safe and welcoming schools and buildings, that are articulated and upheld in board policy Eugene 4J has made thoughtful investments in staffing to support the intentional work of the Eugene 4J department of equity, inclusion and instruction department. These have included regional equity managers, building and district level affinity group coordinators and family resource navigator roles.

- ***If you sponsor a public charter school, describe their participation in the planning and development of your plan.***

Public charter schools were invited to join us at the regional engagement meetings and have elected to participate in their own planning process.

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- ***Who was engaged in any aspect of your planning processes under this guidance?
(Check all that apply)***

- Students of color
- Students with disabilities
- Students who are emerging bilinguals
- Students who identify as LGBTQ2SIA+
- Students navigating poverty, homelessness, and foster care
- Families of students of color
- Families of students with disabilities
- Families of students who are emerging bilinguals
- Families of students who identify as LGBTQ2SIA+
- Families of students navigating poverty, homelessness, and foster care
- Licensed staff (administrators, teachers, counselors, etc.)
- Classified staff (paraprofessionals, bus drivers, office support, etc.)
- Community Based Organizations (non-profit organizations, civil rights organizations, community service groups, culturally specific organizations, etc.)
- Tribal members (adults and youth)
- School volunteers (school board members, budget committee members, PTA/PTO members, booster club members, parent advisory group members, classroom volunteers, etc.)
- Business community
- Regional Educator Networks (RENs)
- Local Community College Deans and Instructors; Local university deans and instructors
- Migrant Education and McKinney-Vento Coordinators
- Local Workforce Development and / or Chambers of Commerce
- CTE Regional Coordinators
- Regional STEM / Early learning Hubs
- Vocational Rehabilitation and pre-Employment Service Staff
- Justice Involved Youth
- Community leaders
- Other _____

- ***How were they engaged?
(Check all that apply)***

- Survey(s) or other engagement applications (i.e., Thought Exchange)
- In-person forum(s)
- Focus group(s)
- Roundtable discussion
- Community group meeting
- Collaborative design or strategy session(s)
- Community-driven planning or initiative(s)
- Website
- CTE Consortia meeting

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- ✓ Email messages
- ✓ Newsletters
- ✓ Social media
- ✓ School board meeting
- Partnering with unions
- Partnering with community-based partners
- Partnering with faith-based organizations
- Partnering with business
- Other _____

Evidence of Engagement

You will be asked to upload your **top five artifacts** of engagement. Smaller districts, as outlined above, are required to submit their top two artifacts.

- ***Why did you select these particular artifacts to upload with your application? How do they show evidence of engaging focal student populations, their families, and the community?***
 - **Spreadsheet of Superintendent 100 chats** with families, staff, community partners: A great majority of these meetings were with families of neurodiverse students.
 - **Slide Deck HS Scheduling** engagement with students for HS schedule transition that was utilized with students across the system including affinity groups
 - **ThoughtExchange Dashboard** includes statistics on engagement with families of focal student group populations
 - **Schedule of focal group meetings** with outside communications auditor
 - **Budget Roadshow Slide Deck** meeting with school staff across the district with invitation to participate in ThoughtExchange activity
- ***Describe at least two strategies you executed to engage each of the focal student groups and their families present within your district and community. Explain why those strategies were used and what level of the Community Engagement spectrum these fell on.***

Online engagement tools:

Eugene 4J implemented two new online engagement tools throughout the past year to help inform decision-making processes. The first was ThoughtExchange a collaborative tool that allows for individuals to provide feedback to prompts such as “what strategy to do you believe will have the greatest impact on your student’s success” This consultative tool allows for information to be collected based on focal group as well as aggregate to get a greater picture of trends across groups.

Additionally, the district implemented a low-barrier two-way communication tool of Let’s Talk through K-12 insight. This resource allows for the district to solicit and respond to inquiries and feedback.

While both of these strategies fall within a consult spectrum of engagement strategies, they are a low-barrier method for all to participate in district planning processes. They are available in English and Spanish (Eugene 4Js second highest home language, following English) and provide valuable insight into the desires of our students and families. They also allow for anonymity for groups that may feel hesitant to vocalize perspective or personal experiences directly and serve as a supplement to collaborative in-person meetings.

Collaborative Meetings:

As a district meaningful engagement has been an intentional focus this year, one of the key strategies has been through direct meetings with impacted focus groups. As an example, beginning in August the district and building leaders have met with parents of students receiving special services such as Individualized Education Plans, 504 plans, etc. Falling along the engagement spectrum of collaboration which resulted in the formation of the first formalized neurodiverse student affinity group creation in Eugene 4J's history.

Communication Audit Focus Groups:

To ensure that the district develops a comprehensive communication and engagement plan for the coming years, the district engaged an outside consultant to evaluate and recommend strategies to support meaningful engagement, particularly with focal group families who have traditionally been underrepresented in engagement processes. The district selected this engagement strategy as an effort to move from collaboration to deferment to families to guide what processes and methods felt the most effective and authentic for engagement.

- *Describe at least two strategies you executed to engage staff. Explain why those strategies were used. Explain why those strategies were used and what level of the Community Engagement spectrum these fell on.*

Budget Roadshows:

Throughout the planning process it became clear that information around budgeting, how resources are allocated and how staff can help inform that process has not been previously prioritized. As a result, the district is holding regional budget roadshow meetings with staff members to present basic budgeting information, answer questions and invite participation in informing resource allocations through a ThoughtExchange activity. While this strategy falls within the informing category of the spectrum it is proving to be an important starting point that the district will be able to leverage into moving further along the engagement spectrum in future years. Building a base level of understanding, will help staff provide more informed feedback in the future.

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- ***Describe and distill what you learned from your community and staff. How did you apply that input to inform your planning?***

Throughout our planning processes, the district has identified that our community is deeply invested in our schools and students. Staff, families, and community are eager to be partners in building strong outcomes for our students. Our plan reflects the need for continuing to strengthen intentional engagement across our system in all of our work.

Feedback that has informed the district's plan also highlighted the great desire for increased supports in the work of our department of equity, inclusion, and instruction department and is reflected in our proposed activities.

There was clear support for targeted class size reduction in areas that will have the greatest impact on our historically underserved focal groups.

Finally, across our work, supporting and building out multi-tiered systems of support that will enhance student mental health and prevention services was an underlying theme from all groups and is a key district initiative for Integrated Guidance funded projects and beyond.

CTE Focus

- ***How will you intentionally develop partnerships with employers to expand work-based learning opportunities for students?***

We actively seek out and establish relationships with employers in identified high demand industry sectors in order to create work-based learning opportunities for students. This includes reaching out to businesses in the community, attending networking events, and building partnerships with industry associations. Once these relationships are established, we work with employers and community workforce partners to design and implement internships, apprenticeships, job shadowing, and other career related learning experiences that align with students' career interests, academic goals, and community needs.

Affirmation of Tribal Consultation

- *If you are a district that receives greater than \$40k in Title VI funding or have 50% or more American Indian/Alaska Native Students, you are required to consult with your local tribal government. As evidence of your consultation, you will be asked to upload documentation of your meeting(s) containing signatures from tribal government representatives as well as School District representatives. As this consultation includes all aspects of the Integrated Plan you will be asked to upload the "Affirmation for Tribal Consultation" within this application.*

The district will complete Tribal Consultations by March 2023. We have scheduled to consult with two local tribes (The Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians and The Confederated Tribes of Siletz). We will upload documentation when consultations are complete.

Strengthened Systems and Capacity

- *How do you recruit, onboard, and develop quality educators and leaders? How are you recruiting and retaining educators and leaders representative of student focal groups?*

We have multiple strategies for recruiting and onboarding high quality leaders and for recruiting and retaining educators and leaders that represent our student focal groups. These strategies include our Grow Your Own program that partners with Pacific University and LCC. Through this partnership, we identify high quality candidates that represent our student focal groups and invite them to apply for a scholarship that provides financial support, mentoring, and employment. We have also hired several candidates of color in leadership roles by expanding our department of equity and inclusion that has grown from 1 person to over 30 in the last two years. We hope through this focused effort to support students and staff of color that outcomes for students in our focal groups will improve along with our ability to retain staff of color.

In addition to our Grow Your Own program and participation in the Lane County Pathway program, we have committed significant resources to New Teacher Mentoring by hiring 12 full release mentors that work exclusively with our new teachers and especially those teachers on emergency and restricted licenses and our educators of color. We also have invested in regular ongoing feedback and evaluation cycles for all employees to ensure that they receive the support they need to improve which includes implementing directed goals and plans of improvement when needed.

Our onboarding training program has significantly improved over the last three years for both teachers and classified staff with required training for each group prior to them reporting to their work site. These trainings are constantly being improved through feedback cycles.

- *What processes are in place to identify and address any disparities that result in students of color, students experiencing poverty, students learning English and students with disabilities being taught more often than other students by ineffective, inexperienced, or out-of-field teachers?*

Our Equity and Inclusion department in collaboration with Human Resources and Instruction reviews teacher placements and movement to ensure that all students--especially those who have been historically underserved--have a quality educator who is properly licensed. Additional supports are provided through our new teacher mentoring program and other funds so that our schools with higher levels of poverty receive additional funding, which includes our equity based funding formula that is used for all schools.

- ***How do you support efforts to reduce the overuse of discipline practices that remove students from the classroom, particularly for focal student groups?***

First our district is prepared to acknowledge that the use of discipline alone will not support change in student or adult behaviors. We as a district are increasing the use of restorative practices, behavior intervention training tools, and developing a discipline matrix for all of our schools to use. We have examined our discipline from current and previous years. We recognize disparities in our data that show a disproportionate trend. Our focal groups have been on the receiving end of these trends. Our discipline matrix development started last year and will be ready for use late this school year. The use of this matrix will take out some of the subjectivity to how discipline occurs and how it is assigned in our district. This work coupled with our resigned school improvement process and MTSS teams focused on equity at every school will help ensure that discipline disparities are eliminated.

- ***How do you align professional growth and development to the strengths and needs of the school, the teachers, and district leaders?***

Our contract includes a Professional Development Committee that is staff with district and association leaders to ensure that PD staff receive is relevant and is of high quality. Our PD calendar is built on the needs of staff through surveys (Upbeat survey this year) and other opportunities to provide feedback. The PD calendar is built around district initiatives which include: adoption implementation, PLCs, AVID, and supporting building based MTSS committees. Each school also has leadership teams of Equity and Inclusion that design just in time PD based on building needs.

- ***How do you provide feedback and coaching to guide instructional staff in research-based improvement to teaching and learning?***

Our evaluation system for teachers and leaders is designed around research based best practices for teaching and learning. Educators set learning goals, discuss those goals with their supervisor, receive ongoing feedback and coaching throughout the year and an end of cycle evaluation. Leaders are trained on how to use this process and follow occurs to ensure accountability to the system is provided. Informal coaching happens through a variety of channels as well both for teachers and our building leaders.

- ***What systems are in place to monitor student outcomes and identify students who may be at risk of academic failure? How do you respond and support the student(s) when those identifications and observations are made?***

Every school has a MTSS team designed to provide services and support to the whole child. Those supports look different at every level, and we are in the process of building

Integrated Application Template

our MTSS handbook which will be in place in the fall of 2023. Our MTSS teams will guide the interventions once the needs have been identified.

Elementary - Each student participates in our universal screener (EasyCBM) assessments quarterly in reading and math. This data is examined by the school based team every 6 weeks. Students falling below the 30th percentile are provided an opportunity for academic intervention. Students receiving academic intervention also receive progress monitoring assessments to ensure that our instruction is addressing the need.

Elementary parent/teacher conferences are scheduled early in the school year. Any areas of concern are communicated to families with suggestions to provide additional support from home. Each school completes a comprehensive needs assessment and identifies student learning goals and a school improvement plan to address the needs of students in the school.

Middle- At the middle school grade level teams of teachers review attendance, behavior, and academic performance regularly and staff interventions through our MTSS process and seek to strengthen universal approaches in Tier I as needed and also design Tier II and III interventions.

Each high school has a dedicated Data Team that reviews students' academic progress. The team is composed of counselors, administrators, and Regional Equity Managers. The team functions from a foundation of MTSS whereby we track students and identify their needs as either Tier 1, 2, or 3. Based on need we work with teachers at each grade level to ensure strategies for success and connection are made in the classroom at the tier 1 level. Additionally, as needs increase beyond the capacity of the classroom intervention, school based systems can support students identified as Tier 2. Lastly, students that present with the greatest concerns are provided district level support to ensure that they stay connected to school and are making progress towards on-track graduation.

Beyond supporting students through a tiered MTSS system, each high school does family outreach to make sure parents are aware of their students' on-track status. Annual Open House opportunities as well as Curriculum Nights and teacher-parent communication supports each student in their progress towards graduation.

- ***How do you facilitate effective transitions between early childhood education programs and local elementary school programs; from elementary to middle grades; from middle grades to high school; and from high school to postsecondary education?***

Early childhood education to elementary -

Our district has identified an early childhood team to facilitate the transition from our early childcare providers to welcome students to our schools. Preschool age students that have an IFSP have a transition meeting in the spring to set them up for success in the fall of kindergarten. Furthermore, in the spring before kindergarten incoming students and their families are invited to come to each of our elementary schools for a kindergarten orientation event. This is a school's first opportunity to welcome our incoming kindergarten students to see the building and for staff to share a glimpse of

Integrated Application Template

what parents are to expect in the fall as their student transitions to kindergarten. As we prepare to start the school year, we have a kindergarten transition day identified as a day that we welcome the kindergarten cohorts to each of our campuses. This allows for our youngest of learners to experience the campus without any of the 1st-5th graders on site.

Elementary to middle school -

5th grade students have multiple points of contact with their future middle schools. Facilitated visits to elementary schools by middle school student WEB leaders and middle school staff are scheduled in the spring. During the visits, middle school students and staff share information about a day in the life of 6th grade students. They cover general information about the middle school and school culture and also introduce available courses. Students are given the opportunity to ask questions and middle school student leaders answer from the student perspective. After the elementary school visits, middle school tours are scheduled. The 5th graders visit their middle schools and observe classes in session, while meeting many of their future teachers and school staff. Additionally, each middle school hosts an informational family event to welcome families and students to their new schools. Inspiring students, communicating aspects of middle school that aligns to and/or expands student interest and creating welcoming experiences for all 5th graders are at the core of our middle school transition plans. Staff contribute to successful transitions through a series of meetings between administrators, teachers, and SSD staff to highlight specific students' strengths, needs, and academic and social emotional progress.

Middle school to high school -

Middle school 8th grade students engage in multiple activities that connect them to their future high schools. Each student creates a UDL personalized learning profile to share with their high school counselors and 9th grade transition coordinators. The purpose of the profile is to give students agency in communicating their learning needs, preferences and interests. High school counselors present at each middle school to share learning pathways, course offering and to help facilitate course forecasting. Student leaders share leadership opportunities and information about student clubs and affinity groups that high schools offer to ensure students are aware of avenues to make positive connections with peers and staff. Additionally, transition meetings are held between administrators, teachers, and SSD staff to highlight specific students' strengths, needs, and academic and social emotional progress.

High school to post-secondary education - A dedicated 9th grade counselor and 9th grade transition coordinator go to each feeder middle school to connect with incoming 9th graders and review course catalog, explain graduation requirements, how to register (forecast) for classes, and establish a connection with two key personnel that are integral to supporting 9th grade success.

High schools also offer opportunities for students and parents to connect with the high school before attending. In the Spring there is an ice-cream social where students can come and explore the school without other students on campus, do a scavenger hunt which helps them find important places on campus and connect them with essential personnel. There is a presentation to families detailing the complexity of high school and how to navigate resources and who to contact with questions. The 9th Grade Transition

Integrated Application Template

coordinator works with all 9th grade families as a resource for helping families with needs that they might have for their students. We also offer a 9th grade only day at the beginning of the year to foster connectivity and cohesion as a 9th grade community. This day allows 9th graders to get used to the building and their schedule without the interference of upperclassmen. Lastly, we also offer a special welcome assembly so that 9th grade students can have deeper feelings of connection to the high school experience.

High school to post-secondary education - Each high school has a support network to help students gain access to post-secondary education. Each building has a strong belief that regardless of the opportunities that students have after high school it is our responsibility to ensure that they have the skills necessary to be successful. This means that the need to be critical thinkers, collaborative partners on tasks, be able to read critically and ask deep level questions that promote deeper levels of engagement with content and problem solving. Additional skills such as time management, goal setting, note taking skills, and test taking skills are also critical skills in the post-secondary arena and world of work. We support students in this skill acquisition through the implementation of AVID Success Strategies, Advanced Placement classes, and College Now opportunities. This allows the added benefit of experiencing the rigor of post-secondary education, whether it be in the workforce or trade school, or university, to be successful with whatever task is placed upon one of our students.

Attachments Completing Your Submission

- [Integrated Planning & Budget Template](#)
 - The plan must cover four years, with a two-year budget, and include outcomes, strategies, and activities you believe will cause changes to occur and meet the primary purposes of the programs included in this integrated plan: HSS, SIA, EDM, CIP, EIIS, CTE / Perkins. It should also reflect the choices you made after pulling all the input and planning pieces together for consideration. This plan serves as an essential snapshot of your expected use of grant funds associated with the aforementioned programs.
- Equity Lens Utilized
- Community Engagement Artifacts
- DRAFT Longitudinal Performance Growth Targets (and any *optional* metrics)
- Affirmation of Tribal Consultation

Assurances

The applicant provides assurance that they will comply with all applicable state and federal civil rights laws, to the effect that no person shall be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity on the basis of race, color, national origin, sex, sexual orientation, marital status, gender identity, religion, age, or disability.

After Application Submission

Applicants will receive a notification from ODE to acknowledge receipt of the application. The notification will include contact information for an ODE Application Manager, a single point of contact as you move from submission to review, and into co-development of Longitudinal Performance Growth Targets and finally, to executing a Grant Agreement.

Integrated Guidance Submission: Budget Details

Outcome-A	Timely Communication & Meaningful Community Engagement
A1	CTE - Center for Applied Learning
A2	Provide Extended Learning Opportunities
A3	Community Outreach & Connection
A4	Wrap Around Supports
Outcome-B	Focus on Equitable outcomes for all with an amplified focus on the desires of underserved student communities
B1	Support Equity, Inclusion, and Instruction Initiatives
B2	New Teacher Mentors
B3	Grow Your Own (GYO) Pathway Program
B4	3rd Grade Literacy
Outcome-C	Safety and well being for all students and staff
C1	MTSS Implementation and Effectiveness District-Wide
C2	Increase Adults in the system/Targeted Class Size Reduction
C3	Integrated Prevention and Mental Health Model
C4	Student Success Coordinators

High School Success Grant Activities

Outcome	Grant	Activity	Description	Amount
A1	HSS	CTE Program MOE	Sustain: Continued support for current CTE programs in our high schools	\$730,000
A1	HSS	CALCE Forestry & Natural Resources	New: Build out of CTE program in the area of Forestry & Natural Resources: Center for Applied Learning & Community Engagement New Program	\$190,000
A1	HSS	CALCE Future Build	Sustain: Continued support for this CTE program throughout the district.	\$493,000
A1	HSS	CALCE Creative Services	New: Marketing and promotional material development. Student-run enterprise.	\$272,925
A1	HSS	CALCE Health Occupations	New: Recruit staff and begin this program.	\$187,000
A1	HSS	CALCE Manufacturing	Scale: Expand manufacturing CTE programming opportunities across the district.	\$50,000
A1	HSS	CALCE Development	Sustain: Program management and establishing an office	\$315,000

Outcome	Grant	Activity	Description	Amount
			for CALCE to increase student enrollment and engagement in the Center.	
A2	HSS	Summer Bridge	Sustain: Support for freshmen students to start high school on a pathway to success	\$400,000
A2	HSS	Intensive Course Development	Sustain: Extended contract for teachers to design engaging and relevant coursework for students to earn additional credits during the summer.	\$350,000
A3	HSS	15th Night Services	Sustain: Community outreach program to support student needs	\$113,500
B1	HSS	Duck Link fees	Sustain: Provide funding to support underserved students taking advanced coursework at the college level without additional fees.	\$10,000
B1	HSS	AVID	Scale: Provide support for AVID training, collaboration, and schoolwide implementation.	\$159,000
B1	HSS	Equal Opportunity Schools	Sustain: Specific outreach to underserved students and families about rigorous learning opportunities.	\$105,000
B1	HSS	AP/IB Test Support	Sustain: Provide funding for underserved students to take AP/IB tests	\$10,000
C1	HSS	9th Grade Transition Coordinators (one per school)	Sustain: 4 licensed staff to support 9th grade success and collaboration.	\$520,000
C1	HSS	High School Academic Supports (Combined)	Sustain: Support extended learning opportunities for high school students to pass classes and gain additional skills.	\$130,000
C1	HSS	Ninth Grade Counselors	Sustain: 2 licensed staff support 9th grade success	\$260,000
C2	HSS	Humanities for Ninth Grade	Sustain: 2 licensed staff to support 9th grade success, wayfinder, and collaboration.	\$392,500
			TOTAL	4,687,925

SIA Grant Activities

Outcome	Grant	Activity	Description	Amount
A2	SIA	BEST Grant	Sustain: Staff, supplies, & community contracts for afterschool intervention program for the underserved	\$800,000
A3	SIA	Newcomers Support	Scale: 4.5 Total FTE (2 new)	\$574,000
A4	SIA	Welcome Center	Sustain: Welcome Center (1 admin and 16 classified hours)	\$260,000
B1	SIA	Affinity Group Support	Sustain: 7 classified positions at 7 hours each supporting Affinity Groups throughout the district	\$398,419
B1	SIA	Natives Program	Sustain: 1 admin, 2 MAPS to support the Native program, students and staff throughout the district	\$490,000
B1	SIA	Inclusion support	New: 2 licensed staff and 50 classified hours of	\$544,000

Outcome	Grant	Activity	Description	Amount
			support to assist where additional help is needed to support Inclusion of SPED students.	
B1	SIA	8th Grade AVID Support	New: Program staff for AVID elective at each middle school. (3.2 FTE) This will ensure every middle school has an AVID elective at the 7th & 8th grade and/or also provide intervention support.	\$390,000
B2	SIA	New Teacher Mentoring & Support	Scale: 10 licensed staff supporting new teachers with an Equity Lens throughout the district including teachers in our GYO program.	\$1,216,000
B3	SIA	Grow Your Own	Scale: Previously funded with one-time dollars, this project supports current under-represented 4J employees to become teachers through tuition & mentoring support	\$250,000
B4	SIA	Elementary Library Pilot	New: 3 licensed staff and funds for activities at three underserved schools	\$441,000
B4	SIA	Literacy Support	New: Increased building-based job embedded coaching support for literacy. (5 licensed FTE)	\$610,000
C1	SIA	MTSS Implementation	New: Support the implementation of MTSS (Multi-Tiered Systems of Support) throughout the district through extended contract, training, and job-embedded coaching.	\$689,300
C2	SIA	First Grade Literacy	Sustain: Small group reading support (100 hours classified)	\$813,100
C2	SIA	Middle School Behavior Support	Sustain: one classified, 7 hour position at each school to support student behavior	\$455,336
C2	SIA	Targeted Class Size Reduction	Sustain: 6.6 licensed staff to support middle school class size reduction. New: 9 positions to be determined by need.	\$1,836,800
C3	SIA	Mental Health Support	Scale: Care and Advocacy Team (8 total licensed mental health and social workers) assigned to schools throughout the district supporting students	\$976,000
C4	SIA	Student Success Coordinators	Scale: 9 licensed staff supporting student success at the elementary school level	\$1,098,000
	IG	Indirect grant costs	Costs include staff to manage the grant including all reporting requirements and grant development and implementation (500K maximum)	\$283,583.82
			TOTAL	\$12,125,539
		Other Grant Areas		
C1	EIIS	Hoonuit Data Warehouse	Sustain: Funding to support the development and integration of data to inform decision making through the MTSS process	\$46,679.40
	TIS	McCornack Elementary School	New: ODE has identified McCornack as a school that qualifies for targeted assistance.	\$56,406.26
	TIS	Madison Middle School	New: ODE has identified Madison as a school that	\$62,547.57

Outcome	Grant	Activity	Description	Amount
			qualifies for targeted assistance.	
	CIS	Twin Rivers Charter School	New: ODE has identified Twin Rivers Charter School as a school that qualifies for schoolwide assistance.	\$60,618.11
	CIS	Network Charter School	New: ODE has identified Network Charter School as a school that qualifies for schoolwide assistance.	\$65,209.74.



ITEM FOR ACTION

Date of Meeting

March 15, 2023

Title

Board Member Support Request

Presenter

Andy Dey, Superintendent

Background Information

Director O'Rourke has requested the district provide an additional 90 days of IMPACT coaching support from Eris Conflict Resolution. The district doesn't currently have policy covering this kind of request. Board policy BHD, Board Member Compensation and Expense Reimbursement, covers conference attendance or visitations (travel) and requires Board approval. This policy was first approved in 1973 and revised/readopted in 1983 and 2017.

Recommendation

The superintendent would like direction from the board regarding board member requests of this nature and how such requests would apply to policy BHD, or not apply to BHD. The superintendent is also seeking direction on whether this policy is in need of revision or a new policy needs to be developed.

AGREEMENT

Eugene 4J School District, (“Organization”) agrees to hire the firm of Meredith Holley, LLC, (“Firm”) to conduct IMPACT Coaching™ with volunteer Board Member Laural O’Rourke (“Board Member”) in exchange for payment of \$5,000. Organization understands that Firm’s coaching relationship is with Board Member, and Organization agrees not to interfere with that relationship.

1. After 12 weeks from the date of this agreement, this agreement expires whether or not certification has been completed. After this agreement expires, any future agreement may be charged at a different rate.

2. Organization understands that this agreement does not create an attorney-client relationship and is not an agreement for legal services.

3. Organization agrees that if the volunteer relationship between Organization and any Board Member receiving coaching ends during the duration of the agreement, that Board Member continues to be eligible to receive coaching, and Organization will not receive a refund for that Board Member’s Coaching.

4. Organization agrees that it will not require from the Firm disclosure of detailed recordings or notes (if any exist) from the trainings unless necessary to conduct a disciplinary investigation or because of safety concerns.

5. Firm agrees that it will inform Organization regarding any attendance or participation concerns regarding Board Member’s coaching, and employee’s completion of IMPACT Certification™.

6. Organization agrees that Firm’s purpose and intent is to restore each Board Member to a healthy, productive work environment. Going forward, Firm will not represent Board Member as an attorney in any legal action against Organization. Firm, likewise, will not represent Organization as its attorney in any legal action against Board Member. Firm will attempt to maintain privilege as mediator under ORS 36.220, but if any member of Firm is required to testify under law, Firm will follow the law. Firm will maintain confidentiality of communications to the extent practicable.

7. If Board Member needs to reschedule a coaching session, Organization agrees that the employee will do so more than 24 hours in advance or the employee may lose that session.

8. If the Firm needs to reschedule a coaching session, the Firm agrees that it will reschedule more than 24 hours in advance or the Firm will offer an additional session to the Board Member without extra charge.

9. If Organization's contact information changes, it will update Firm with that contact information. Organization agrees that if Firm is unable to contact Organization, there will be no refund for fees already paid.

10. We hope that any dispute about this agreement can be resolved by discussion. In the event a lawsuit is necessary, the laws of the State of Oregon govern this agreement. Venue is proper in Lane County.

11. If any part of this agreement is determined to be illegal, the rest of the agreement remains. A copy is as good as an original. An electronic signature is equal to a handwritten signature.

12. This is the final and complete agreement between Firm and Organization.

Date: 11 / 1 / 22

For Eugene 4J School District:

For Meredith Holley, LLC:

Meredith Holley



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting

March 15, 2023

Title

Book and Instructional Material Challenge Policy

Presenter

Rob Hess, Chief of Staff

Background Information

At the meeting on February 15, 2023, the board voted to approve Instructional Materials IIA-AR(2) (attached) which creates a procedure for stakeholders to Request for Reconsideration of instructional materials used in the district. Since this AR was voted on by the board, it carries the weight and authority of policy. It has been requested by 3 members of the board to consider making this AR a policy. If it is made into a policy, it will be noted as such in our list of policies and be issued its own corresponding number and will be removed from its current location: Instructional Materials IIA-AR(2): Request for Reconsideration Process and Form.

Since this procedure is very detailed and links to multiple forms, it would generally not be labeled among board policies. A legal review determined a procedure of this nature is permissible to exist as a policy.

Recommendation

This item is being requested by three members of the board. If the board votes to make this procedure into a policy, the superintendent recommends that the title be changed to clearly communicate to the public the intent of this policy.

Eugene School District 4J

Code: IIA-AR(2)

Revised/Reviewed: 01/23/2023

Orig. Code: IIA-AR(2)

Request for Reconsideration Process and Form

Request for Reconsideration of Instructional Materials - Informal

While care is always exercised in selecting instructional materials, there will be occasions when a member of the community, staff, or a district administrator may find certain classroom or library instructional materials inappropriate and wish to request a reconsideration of their use. In such an event, the concerned individual shall first contact the teacher or librarian in an attempt to informally resolve the issue.

Step 1. The concerned individual will contact the teacher or librarian directly to assert their concerns and schedule a meeting.

- Within five working days of the receipt of the concerns, the teacher or librarian shall arrange to meet with the individual and:
 - listen to the concerns;
 - explain the learning resource's selection procedures;
 - explain the particular place the questioned resource occupies in the educational program;
 - explain the resource's intended educational usefulness;
 - and, work with the individual to resolve their concerns;
 - including but not limited to, offering the student, if a student is involved, another agreed upon comparable and acceptable learning resource

Step 2. If the concerned individual is not able to resolve the concerns informally with the teacher or librarian, they shall share their concerns with the building principal. The principal shall try to resolve the matter informally using the [Instructional Materials Conversation Guide for Principals](#). The principal shall acknowledge receipt of all written or verbal requests for reconsideration of the use of instructional materials throughout the process.

The informal process may not be used to remove resources from the District instructional curriculum or from campus libraries. Resources may only be removed if that is determined after completing both the informal and formal challenge process outlined.

Reconsideration of Instructional Materials - Formal

If the concern is not resolved after meeting with the principal and/or they want the material removed from the District instructional curriculum, this formal process shall be followed:

Step 1. The concerned individual will complete the [Request for Reconsideration form](#) and submit it to the school principal.

Step 2. The principal shall notify all staff members who are directly involved in the request.

Step 3. The principal shall forward the Request for Reconsideration form, Instructional Materials Conversation Guide for Principals form, and other relevant documentation to an Assistant Superintendent of Instruction. A copy of all requests should also be forwarded to the district librarian, so that the district librarian can share it with the national librarians' association, which tracks book challenges across the country.

Step 4. Upon receipt of a written Request for Reconsideration form, an Assistant Superintendent of Instruction will determine the appropriate course of action:

- If the subject matter in question is Board Approved Curriculum that has been vetted via the Adoption of Instructional Materials in a Core or Non-Core subject area as outlined in School Board Policy IIA-AR within the past 5 years, the Assistant Superintendent of Instruction will determine if any further evaluation needs to be done.
- If the instructional material in question has been evaluated by a review committee within the past 5 years then the finding from the previous evaluation will be presented to the individual requesting reconsideration with no further action.
- Transmit the Request for Reconsideration and any supporting documentation to Legal Counsel for review and guidance as needed.
- If it is determined that the Request for Reconsideration warrants additional attention, then the Assistant Superintendent of Instruction shall convene a review committee within 20 student contact days of receipt of Request for Reconsideration.

*Under no circumstances should the materials and/or library books in question be removed from circulation or classrooms until the challenge process has been completed.

Step 5. The Assistant Superintendent of Instruction and/or designee will contact the individual requesting reconsideration to confirm receipt of the form and either provide a written explanation as to why the Reconsideration will not move forward or explain the review committee process.

Step 6. If the Assistant Superintendent of Instruction decides to move forward with a review committee they, or a designee, will personally contact the teacher or teacher librarian and request they complete the appropriate [Teacher](#) or [Library](#) Response Form to inform the review committee.

Step 7. The review committee shall be appointed by the Assistant Superintendent of Instruction who will then chair and/or designate a district administrator to chair the committee. The review committee may be composed of the following stakeholders:

- School or district librarian (*required*)
- PTO or Site Council parent representative from referring school (if possible based on timeline)
- Building administrator from same level
- Classroom teacher(s) from same grade/content area (*required*)
- Elementary and/or Secondary TOSA (Teacher on Special Assignment) in the content area if applicable
- Level Director
- Curriculum Director or Designee
- Director of Equity, Inclusion & Instruction
 - Rights holder may be added at the Director of Equity Inclusion and Instruction (EII) request

Committee Review Procedure

*The Assistant Superintendent and/or Superintendent may decide to pull challenged material during the process if upon evaluation of the instructional materials they determine it is so egregious in nature that it is damaging to students. (i.e the incitement to hatred, intolerance, discrimination and violence)

- The committee will meet, learn about the process, and will receive a copy of the challenged material;
- Committee members will read/watch/listen and/or view the challenged material in its entirety;
- The committee will receive the Request for Reconsideration Form responses, the [Teacher](#) or [Library](#) Response Forms and Instructional Materials Conversation Guide for Principals form;
- The committee will meet again and discuss the claims. The committee should take into account the applicable instructional objectives and materials selection criteria, as well as the age and development of the students using the material;
- The committee will formulate their recommendations and prepare a written report using the Instructional [Materials Reconsideration Review Committee Report](#). This report will present both majority and minority opinions and include a recommendation to retain the material in its original location, to relocate the material to an advisory location, or to remove the material.

Step 8. Following a review of the challenged material, the review committee shall submit its report and recommendation to the Assistant Superintendent of Instruction and/or Superintendent for a decision.

Action Taken

Disposition of the request shall be made known to all parties in the action including committee members, the person(s) submitting the request, the principal, the teacher(s) involved, and all site-based teachers in that grade level (for elementary) or subject area (for secondary).



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting

March 15, 2023

Title

Board Meeting Security Measures

Presenter

Andy Dey, Superintendent

Rob Hess, Chief of Staff

Background Information

On May 18, 2022, a school board meeting was disrupted and discontinued due to the inappropriate and unruly behavior of some audience members. The incident resulted in a concern for board member safety and a need for increased board meeting security. The Board voted on May 23, 2022 to commission an outside security firm with expertise in this area to conduct an assessment of board meeting security needs along with an assessment of board member residences upon request. The security firm, Foresight Security Consulting was selected in August of 2022. At this time, recommended security measures for the board members that requested assistance has been completed or is near completion.

The Board did not return in person since the incident on May 18, 2022 but voted to implement Hybrid meetings on December 7, 2022. Starting on December 14, 2022 the Board has been conducting Hybrid meetings to support member security concerns. To support in-person board meeting security, at least two DPSST trained staff members have attended each Hybrid meeting. The district has also added another exit door from the auditorium into the courtyard area to enhance board meeting safety for audience members.

The board has met twice in Executive Session to discuss the recommended security measures by Foresight.

Recommendation

The superintendent seeks direction from the board on the security measures they would like to implement based on the recommendations provided by Foresight Security Consulting.

Security Recommendations provided by Foresight Security Consulting

1) Internal doorways

Two partition walls should be placed at the Ed Center Hallways. These walls should completely seal the hallway at the locations and contain double solid doors. These doors should be access-controlled and remain closed during board meetings but can be left open during normal operations if desired. This allows flexibility in physical posture and control of traffic. The locations were chosen specifically to 1) allow access by the public to the main restrooms beyond the main entrance and 2) to protect exit and egress from the boardroom.

Current Status: Permit requests have been submitted to the City of Eugene. The district is requesting board approval to move forward should the district receive permits to do the work.

2) Parr Room door reversal

The two doors should be reversed so that they open inward, increasing defensibility and rapid access. The central door opens in the correct direction already. A “crash bar” should be considered for the north entry door.

Current Status: Cost TBD. The district is requesting board approval for this security enhancement.

3) Replace ID system with metal detectors for meetings

The existing visitor ID and control system, Raptor, is an exceptional tool but may discriminate against people that don't have an ID or don't want to be identified at meetings. The vast preference is to use the Raptor system to track visitors at board meetings. If, however, this is met with resistance, magnetometers (metal detectors) should be deployed and used for public meetings. This is consistent with the current posted “no weapons” policy for the building and district and does not require identification.

Current Status: Estimated costs of metal detector (\$1,500 for a handheld wand and up to \$50,000 for a mobile magnetometer). The district will need board approval to move forward with this security recommendation.

4) Cell expander, radio repeater

A recent study of the Education Center and other district buildings revealed a lack of penetration of emergency responder radio frequencies and poor cellular communication within the walls.

Current Status: Cost would be determined based on the number of buildings that require this feature.

5) Create a secure parking area:

The area to the west of the Wellness Clinic and the Hopper Room should be fenced, with an access-controlled gate and vehicle station installed to allow secure parking for Board Members and staff during after-hours meetings and work sessions. Additional exterior light should be installed to augment this area, and several additional camera views should be added to capture the area to the south of Library Services (from the SW corner of that building), and the interior of the parking area while preserving privacy at the Wellness Clinic entry.

Current Status: Cost will be \$150,000 to \$200,000. The district will need board approval to move forward with this security recommendation.