

Board of Directors Meeting  
School District 4J, Lane County  
District Office  
200 North Monroe Street  
Eugene, Oregon 97402  
Wednesday, February 1, 2023

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

**School Board Meeting Request Forms:**

Sign up to provide public comment: [www.4j.lane.edu/board/publiccomment](http://www.4j.lane.edu/board/publiccomment)

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

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

**The Executive Session will start at 5:00 p.m. and the Regular Meeting will start at 7 p.m.  
Executive Session and Regular Meeting**

- I. **5:00 - 6:30 p.m. Executive Session**  
The Board will convene 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.
- II. **7:00 p.m. Regular Board Meeting:**
- III. Call to Order, Roll Call, Flag Salute, Land Acknowledgement  
5 minutes
- IV. Agenda Review
- V. Introduction of Guests and Superintendent’s Report
- VI. Board Recognition of Student Achievement: State Championship for Sheldon Girls Volleyball Team  
Presenters: Coach Martine Wodke, Coach Allix Baker, Superintendent Andy Dey  
15 Minutes
- VII. Receive Reports from High School Student Representatives  
10 Minutes
- VIII. Items Raised by the Audience
- IX. Comments by Employee Groups  
10 Minutes
- X. Comments and Committee Reports by Individual Board Members  
20 Minutes
- XI. Consent Group - Items for Action  
5 Minutes
  - 1. Approve Contract for Printing Services with Central Print 3  
Presenter: Matt Brown, Finance Director
  - 2. Approve Memorandum of Agreement with OSEA Concerning Landscaping Support From Community Vendors. 47  
Presenter: Mike Ingman, Human Resources Administrator and Interim Director

XII.	Items for Information	
	1. Instruction Department Goals / SIA Strategies	50
	Presenters: Cydney Vandercar, Assistant Superintendent for School Support Services; Brooke Wagner, Assistant Superintendent for Instruction	
	15 Minutes	
XIII.	Items for Action	
	1. Consider Revisions to Board Policy BDD - Board Meeting Procedures	63
	Presenter: Rob Hess, Chief of Staff	
	15 Minutes	
XIV.	Items for Action at a Future Meeting	
	1. Lane ESD Service Contract	65
	Presenters: Tony Scurto, Lane ESD Superintendent Linda Hamilton, Lane ESD Board Chair	
	15 Minutes	
	2. Consider Options for the Original North Eugene High School Building	108
	Presenters: Andy Dey, Superintendent, Kyle Tucker, Chief Operations Officer	
	15 Minutes	
XV.	Suggestions by the Board for Consideration of Items at a Future Meeting	
XVI.	<b>Calendar Dates for Remaining 2022-23 Board Meetings</b>	
	Wednesday, February 1	
	Wednesday, February 15	
	Wednesday, March 1	
	Wednesday, March 15	
	Wednesday, April 19	
	Wednesday, May 3	
	Wednesday, May 17	
	Wednesday, June 7	
	Wednesday, June 21	
XVII.	Adjourn	

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

**INFORMATION FOR THE DEAF AND HARD OF HEARING:**

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



## **ITEM FOR ACTION–CONSENT AGENDA**

### **Date of Meeting**

Feb 1, 2023

### **Title**

Contract for Printing Services with Central Print

### **Presenter**

Matt Brown

### **Background**

A recent RFP was completed for printing 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 printing services. The District's current provider is InstaPrint, who has chosen not to reapply to the RFP. Central Point was the only applicant and was interviewed by our Procurement Office to ensure they are able to meet the expectations that the district has. Central Point has been a provider of this service in the past and our procurement office supports the recommendation of the RFP Intent to Award that is included here.

### **Options and Alternatives**

Options include voting to approve the intent to award to Central Point. The other option would be to not award the RFP and direct staff to go out for another RFP for Printing Services.

### **Recommendation**

Staff recommends approving the intent to award in the Consent Agenda.



**REQUEST FOR PROPOSAL**  
**Solicitation # 23-213**  
**Printing Services**

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

Proposals and supporting documentation are to be submitted to:

[solicitations@4j.lane.edu](mailto:solicitations@4j.lane.edu)

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*Contact Information*

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

[solicitations@4j.lane.edu](mailto:solicitations@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>
Printing 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 on January 3, 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](mailto: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](mailto: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 14, 2022	Notice of Intent to Award (email to each Proposer)
December 21, 2022 (12:00 p.m.)	End of Protest Period
January 3, 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](mailto: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](mailto:solicitations@4j.lane.edu) with a subject line of Printing Services RFP: [Proposer's Name].
- Attachments should be in specified format and be named as follows: Printing 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, page 19, 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, page 33 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](mailto:solicitations@4j.lane.edu) and titled "Printing 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 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, page 10 INTRODUCTION AND BACKGROUND INFORMATION and SECTION 3: SCOPE OF WORK, page 12 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 and 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”) is publishing this request for proposals (“RFP”) to solicit proposals from qualified providers to supply Printing Services to all district schools and departments. The scope of this RFP is to solicit proposals from providers offering a wide range of printing, binding, small format printing and graphic service options for the District. The Selected Proposer shall provide pre-press, printing, and finishing services to include, but not be limited to, those described herein. The District is interested in evaluating innovative proposals to provide printing solutions. Proposals should be for off-site solutions that best meet the needs of the District. If the Selected Proposer cannot meet required volumes and/or turnaround times, the Selected Proposer shall subcontract those services in order to fulfill the District’s printing requirements. Prices charged for subcontracted work shall be equal to or less than the price charged the District by Selected Proposer. Subcontracted work must be of high quality and acceptable to the District. If the Selected Proposer cannot meet the requirements of a particular job (with or without the use of subcontractor) then the District reserves the right to use another contractor to fulfill the District’s needs for that job. Without limiting the foregoing, the District reserves the right to quote and issue a purchase order to other printing providers for one-off projects outside the scope of daily printing when the District deems it is in its best interest to do so.

### **2.2 Background**

The District was formed in 1854 and encompasses approximately 155 square miles in Western Oregon at the southern end of the Willamette Valley, 110 miles south of Portland. The District is primarily located in Lane County, with a small portion extending north into Linn County. The District is a financially independent, special purpose municipal corporation exercising financial accountability for all public education within its boundaries. The District employs approximately 3100 employees.

The School District is responsible for educating approximately 16,000 students in kindergarten through grade 12. A map of School District locations is included in Attachment H. Our current structure includes 19 elementary school programs, eight middle schools, four comprehensive high schools, and alternative high school programs. Program options include strong and varied neighborhood schools, five K-12 language immersion programs (French, Japanese, two Spanish programs and a new Mandarin Chinese program), other alternative schools and an International Baccalaureate (IB) high school program on multiple campuses. There are five publicly funded charter schools located within the District. Additionally, school and business partnerships exchange facilities and services for career training or other educational benefits and support. Please note the number of schools being served may vary through the term of the contract.

Since August 9, 2001, the District’s printing service needs have been met by contracting with outside printing service providers. Prior to this date the District maintained in-house printing services.

### **2.3 Contract Period**

The Contract shall commence on January 3, 2023 for a period of 1 year with options for renewal not to exceed 4 additional 1 year terms.

**2.4 District Usage**

In the attached Attachment G are monthly pre-pandemic totals for printing and binding. These numbers are representative of current contract usage, but are in no way a minimum guarantee of work.

The type of services commonly requested include single and double sided copying on white and colored paper, weights 20#, 60#, 65# and 90#, in various sizes. Services for bindery work include collating, stitching, cutting, perforating and scoring, drilling, packaging, folding and inserting, laminating, padding, various bindings, and booklet making. The District printing requests include reprographics for our Facility department, envelopes in many sizes, labels, letterhead, workbooks, report cards, calendars, contracts, programs, handbooks, postcards, brochures, and carbonless item sets.

**2.5 Potential volume**

The District encompasses nineteen (19) elementary schools, eight (8) middle schools and four (4) comprehensive high schools. Elementary school enrollment ranges between 300-600 students per school, Middle school enrollment ranges between 350-550 students per school. High school enrollment ranges between 1000-1500 students per school. Note that enrollment is likely to change on an annual basis.

In addition, District support offices such as the Ed Center, Facilities and Transportation are all likely to submit job requests that include printing, bindery and specialty orders throughout the year.

## **SECTION 3 SCOPE OF WORK**

### **3.1 Statement of Work**

The District’s highest volume needs are in August, September, and October. Usage spikes around Winter Break (December), Spring Break (March) and the end of the school year (May-June). This is merely an approximation and in no way commits the District to providing Selected Proposer with a minimum or guaranteed amount of business.

### **3.2 General Specifications:** Please use the printing industry definitions for the aforementioned terms.

Proposer shall possess the capability to provide services typical to the printing industry, such as computer page layout, typesetting, design, and scanning services. Graphic services shall be capable of manipulating electronic files currently maintained by the District. The District files may be stored on flash drives, or as electronic files sent via e-mail (such as PDF or TIFF files). The following applications may be used in archival or current files: Adobe Photoshop, Adobe Illustrator, Adobe InDesign, Microsoft Word, and Microsoft Publisher. Proposer shall be able to accept electronic files from multiple platforms and programs. Currently, the District submits most jobs in electronic format, but some jobs are submitted in hard copy format. Proposer must be able to create electronic files from hard copy formats, if necessary to complete the job to the satisfaction of the District.

Proposer shall provide offset/copy printing services, using black and/or color ink. Sheet sizes will vary and Proposer shall identify any limits to their ability to provide printing services based on sheet size. Printing specifications may require back-to-back, multi-color, bleeds, half tones, and limited four-color process. If Proposer determines it is appropriate for the situation (and the District’s customer is in agreement), xerographic printing may be used as a substitute.

High quality, responsive customer service is critical to a successful printing operation. Selected Proposer shall provide a primary and secondary service representative for the District customers to ensure contact availability during regular business hours, 8 am–5 pm, Monday through Friday. The representative shall be responsible for providing quotes for specialty orders, reviewing District print orders, contacting the District employees with questions regarding print orders, responding to District questions within four business hours, and ensuring that District staff is proactively informed of changes to delivery timeline.

Original documents, artwork, and/or negatives in the possession of the Selected Proposer, whether created by the District or the Selected Proposer, are the property of the District and must be returned to the District upon request or at the completion of the contract. In cases where original documents are damaged or lost, the Selected Proposer shall be responsible for all costs to replicate original documents.

Document quality shall meet the highest industry standards in terms of readability and overall appearance. The Selected Proposer will provide District customers with a proof or sample of a print job, when necessary, prior to commencement of printing to ensure acceptability. Acceptable quality shall be determined solely by the District. Products rejected due to unacceptable quality shall be rerun at the Selected Proposer’s expense and shall meet the required turnaround time.

Turnaround time is of the utmost importance to meet teaching and other District requirements. Required turnaround time will vary, ranging from one to seven days with the majority in one to two days.

The District reserves the right to negotiate guideline details with the Selected Proposer. If the Selected Proposer consistently does not meet the guidelines established, they will be considered in default of their contract and the District may, at its discretion, use a secondary vendor, request remedy, or terminate the contract

Proposer shall provide a pick-up and delivery service. A minimum schedule of one time per day between 3:30 pm and 4:30 pm to pick up from the District's mailroom and deliver to the District's warehouse located at 200 N Monroe Street shall be included in the base printing cost.

Proposers shall offer site pick-up and delivery options for District customers for Rush requests (needed in less than 24 hours). A nominal fee may be charged for this special service and details should be included in Proposer's response.

### **3.3 Confidentiality**

Proposers shall maintain security and confidentiality of all District printing and binding projects. Proposers agree to adhere to all District Board policies pertaining to confidentiality of Student and District Records, to include but not be limited to, the following:

- JO/IGBAB - Education Records/Records of Students with Disabilities
- JOA- District Information
- JOB Personally Identifiable Information

As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005 (4) and 125.300 - 125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

The District shall release student records only upon the condition that the party to whom the information is being transferred will not permit any other party to have access to such information without the written consent of the parent or eligible student. Each transfer of education records, except for directory information; to a third party by the district shall include the following statement:

"These records are confidential and may not be released to any other person or agency without the written consent of the student's parent or the student if the student is 18 or attending an institution of post-secondary education."

Proposers shall include in their response a detailed account of company policy addressing security and confidentiality of all District projects and orders. The Selected Proposer shall be responsible for reporting to the District any incident that violates District confidentiality policies.

### 3.4 **Description of Procedures and Processes**

**Job Flow Procedure:** Proposer shall provide information regarding the procedures the Proposer uses to manage the flow of job requests from start to finish. Proposers must be able to provide District customers with both manual and electronic means of print order submission and monitoring.

- Describe what type of customer support and training you would provide District staff to share your procedures and processes.

**Timeliness and Delivery Processes:** Proposer shall submit, as part of their response, their proposed guideline for delivering finished orders to the District. This guideline shall include timelines for all types and sizes of orders, and may include Proposer's remedy when timelines have not been met.

- Describe how you would coordinate with our varied sites and departments to support timeliness and meet required deadlines. Particularly during the peak times of Mid-August through early October.
- What is the process for working with the district if deadlines cannot be met?

**Quality:** Proposer shall describe how printing services will be completed to the customer's satisfaction. Does your process allow for sufficient time to correct deficiencies within the original timeline?

- Describe the types of quality guarantees your company will be willing to provide.

**Transition Plan:** Proposer shall provide a plan for transitioning printing services from the current provider. The plan shall include Proposer's involvement in communicating the change to District customers and in providing customer service assistance during the transition. Copies of proposed communications and documents to be used by Proposer shall be included in the proposal. Proposer shall be responsible for any costs of such transition.

**Billing Procedure:** All orders shall be invoiced separately to the account units supplied, by school, and/or department according to the specifications provided at the time of order/quote. Response must include information outlining procedures to accomplish the required billing specifications

- Proposer shall provide each customer with an invoice at the time the final product is delivered.
- Proposer will provide an itemized monthly bill to the District's accounts payable department listing the following information for each invoice: print work order number, site, the District account number, and amount billed. Response must include information outlining procedures to accomplish the required billing requirements.
- The District is interested in proposals that provide monthly billing detail in an Excel or flat file for further analysis.

**Address:**

Eugene School District 4J / Accounts Payable  
200 N Monroe Street  
Eugene, OR 97402

**Reporting:** Identify the reports you can offer the District. Such reports may include, but not necessarily be limited to, usage and performance monitoring.

**3.5 Pricing:** Proposers are requested to provide a detailed price list on a per unit basis as part of their response. The Price List should cover printing, binding, and service items that cover normal District printing related activities as outlined in the RFP. Additionally, pricing should include reprographic services. Delivery costs for Rush and special items may be addressed separately, daily pick-up and delivery at the District's Ed Center shall be included in copy pricing.

- 3.6 Staff Resumes:** Provide resumes for proposed customer service representatives and other individuals directly supporting the District’s account.
- 3.7 Additional Services Preferred:** Please describe any services provided such as customer care, consultation for preparation, design and page preparation, creative design and photo training if needed, web-based programs, etc.
- 3.8 Company History:** Please provide information regarding your company history.
- 3.9 Additional Information:** Provide any other information not requested within this RFP but which you feel would assist the District in determining your company’s responsiveness. For example, you may want to provide a portfolio of samples which highlight your capabilities as they relate to the specifications outlined in this RFP. Such sample or other additional documents (including but not limited to manufacturer’s literature) should be assembled and indexed in a logical manner.

## 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 4J's 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.

**4.6 Evaluation Factors Matrix**

Criteria	Points
Ability to provide services per specifications	35
Cost of services	35
Experience and reputation of proposer (including financial stability and references)	10
Qualifications – staffing/customer service	10
Proposed job flow/billing/transition process	10
<b>Total</b>	<b>100</b>

**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.

**4.13 Upon Award Vendor Provides:**

It is the responsibility of the vendor to provide Eugene School District 4J with the following information:

- Contact person, dedicated email address, phone and fax number for placing orders
- Order day, delivery day and delivery restrictions if any
- **Minimum order requirements if applicable**
- Order guides, forms and file transfer protocol
- Invoicing and billing procedures
- Contact person, e-mail and phone number for problems incurred with delivery of product, product quality, pricing, credits and billing.
- Throughout the contract the vendor will provide any training to District personnel to ensure their understanding of the program and the ordering procedures.
- Throughout the contract the vendor shall conduct research for any product changes to better serve the District's needs.
- Throughout the contract the vendor shall provide market information relating to product conditions, quality, availability, pricing trends and new products. Where appropriate vendor will make recommendations for changing products to achieve financial savings or higher applicability.

**4.14 Upon Award Eugene School District 4J Provides:**

It is the responsibility of Eugene School District 4J to provide the vendor with the following information:

- Contact persons and phone number for orders
- School Calendar for upcoming year
- Delivery site addresses and phone numbers/billing address and contact information

## 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](mailto: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](mailto: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 respond to the entirety of SECTION 3.
- Proposers should ensure the proposals:
  - Describe plans to duplicate current services.
  - Describe plan for transitioning printing services from current provider
    - Include communication to District customers and customer service assistance
    - Proposals should include copies of proposed communication
  - Describe alternate design(s), if applicable.
  - Address evaluation criteria.
  - Include references and credentials of those most directly responsible for management and overseeing of services.
  - Provide proposed fees for the following:
    - Duplication of the current services.
    - Alternate services.
    - Provide a plan for transitioning printing services from the current provider

**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 31)
  - ATTACHMENT B: References, completed with up to five references. (page 33)
  - ATTACHMENT C: Signature Page (pages 34)
  - ATTACHMENT D: Tax Classification (page 36)
  - ATTACHMENT E: Certified Disadvantaged Business Outreach Plan (pages 37)

## 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, audiotope, 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: \_\_\_\_\_

## ATTACHMENT F MONTHLY USAGE SUMMARY

	<b>Black/White Digital Printing</b>	<b>Color Digital Printing</b>	<b>Offset Printing</b>	<b>Coil/Comb Binding</b>	<b>Pads</b>	<b>Envelopes</b>	<b>NCR (Sheets)</b>	<b>Paper (Sheets)</b>
Mar	235,820	1,224	24,795	2,059	2,800	18,550	-	143,917
Apr	139,492	2,867	33,565	634	828	33,565	3,650	43,906
May	187,405	10,141	20,300	651	1,255	19,865	-	76,167
Jun	175,579	4,005	3,800	1,451	1,443	3,800	738	58,356
Jul	232,444	406	18,550	854	516	18,550	-	47,175
Aug	547,296	6,269	38,950	3,795	500	32,950	8,405	281,293
Sep	1,897,282	6,182	38,975	11,975	2,990	27,630	4,550	730,109
Oct	374,152	2,495	27,900	1,418	1,920	27,900	3,140	140,458
Nov	226,647	1,827	3,600	468	1,192	2,435	3,570	110,155
Dec	228,234	4,033	22,775	749	896	22,100	1,825	253,328
Jan	241,609	2,790	9,250	1,180	136	8,250	11,500	101,601
Feb	415,875	1,906	40,395	1,198	2,348	35,250	6,440	104,040
<b>Total</b>	<b>4,901,835</b>	<b>44,145</b>	<b>282,855</b>	<b>26,432</b>	<b>16,824</b>	<b>250,845</b>	<b>43,818</b>	<b>2,090,505</b>

The above figures represent monthly usage pre-COVID.

Measuring current usage during COVID and post-COVID has been more difficult. Printing use has shifted as students and staff have greater access to written materials through their District issued electronic devices. The use of online forms has also reduced the need for NCR forms. There has also been a greater demand for more specialty printing such as signs and posters. Although, we are beginning to see printing expenditures align more closely with pre-pandemic numbers, the District cannot guarantee usage numbers, the above numbers are truly meant to be used as a guide.

## ATTACHMENT G SCHOOLS & BUILDING LOCATIONS

**Eugene School District 4J – District Office:** 200 North Monroe St. • Eugene, OR 97402

**Transportation:** 1938 W 8<sup>th</sup> Ave. • Eugene, OR 97402

**Facilities:** 715 W 4<sup>th</sup> Ave. • Eugene, OR 97402

**Fox Hollow Campus:** 5055 Mahalo Drive • Eugene, OR 97405

### Elementary Schools

<u>School</u>	<u>Address</u>	<u>Zip Code</u>
Adams	950 W. 22nd Ave.	97405-2199
Awbrey Park	158 Spring Creek Dr.	97404-1299
Buena Vista	1500 Queens Way	97401-5199
Camas Ridge	2855 Lincoln St (temporary)	97405
Charlemagne	3875 Kincaid St.	97405-4554
Chávez	1510 W. 14th Ave.	97402-3896
Chinese Immersion	2200 Bailey Hill Rd.	97405-1983
Edgewood	577 E. 46th Ave.	97405-3998
Edison	1328 East 22 <sup>nd</sup> Avenue	97403
Family School	1155 Crest Drive	97405-1983
Gilham	3307 Honeywood St.	97408-4649
Holt	770 Calvin St.	97401-5399
Howard	700 Howard Ave.	97404-2798
McCornack	1968 Brittany St.	97405-1399
River Road/El Camino del Río	120 W. Hilliard Lane	97404-3099
Spring Creek	560 Irvington Dr.	97404-1099
Twin Oaks	85916 Bailey Hill Rd.	97405-9499
Willagillespie	1125 Willagillespie Rd.	97401-2198
Yujin Gakuen	850 Howard Ave.	97404-2247

### Middle Schools

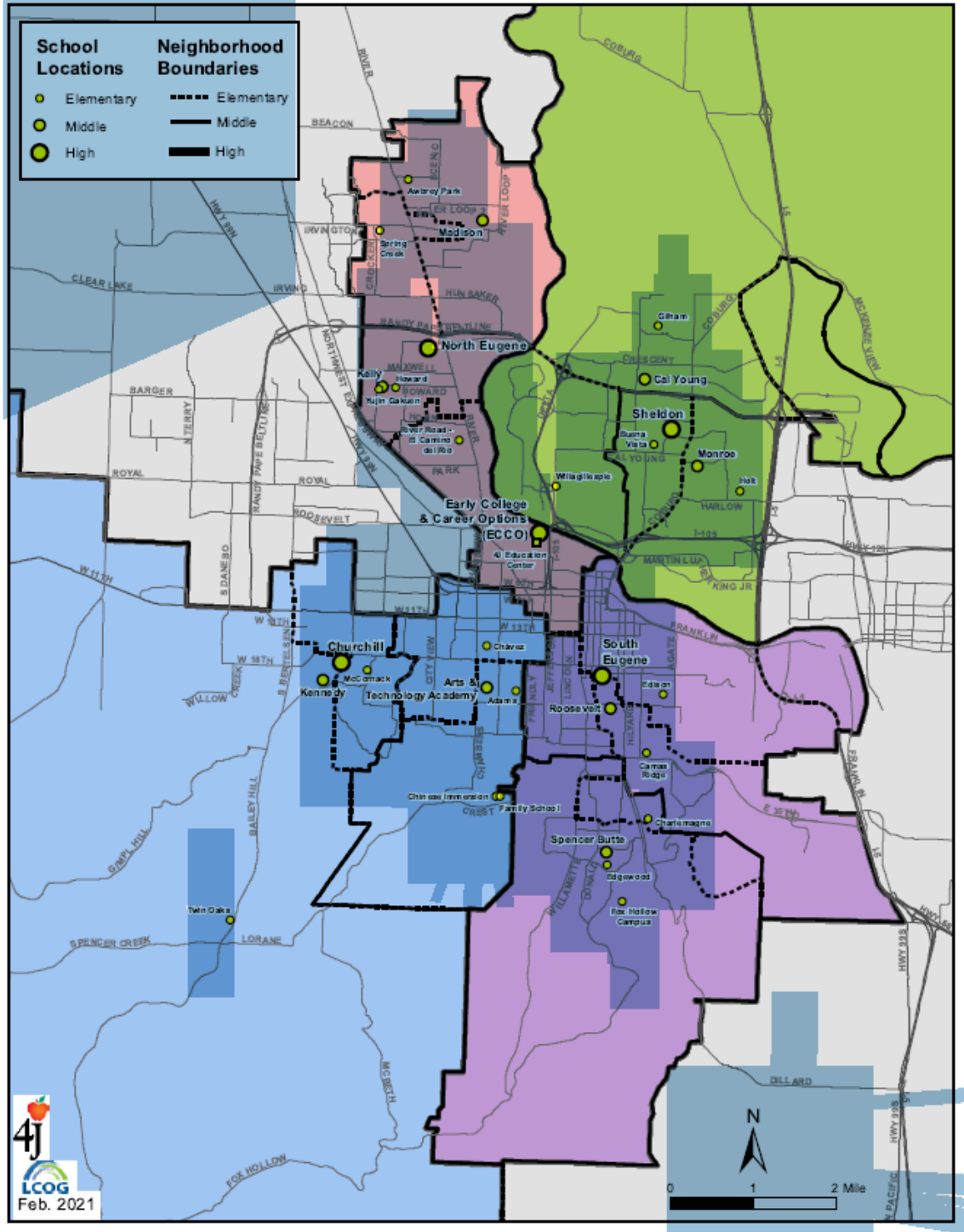
Arts & Technology Academy	1650 W. 22nd Ave.	97405-1699
Cal Young	2555 Gilham Rd.	97408-1698
Kelly	850 Howard Avenue	97404-2799
Kennedy	2200 Bailey Hill Rd.	97405-1983
Madison	875 Wilkes Drive	97404-1499
Monroe	2800 Bailey Lane	97401-5296
Roosevelt	500 East 24 <sup>th</sup> Avenue	97405-2997
Spencer Butte	500 East 43 <sup>rd</sup> Avenue	97405-3999

### High Schools

Churchill	1850 Bailey Hill Rd	97405-4073
North Eugene	200 Silver Lane	97404-2299
Sheldon	2455 Willakenzie Rd	97401-4898
South Eugene	400 E 19 <sup>th</sup> Ave	97401-4190
Early College & Career Options	200 N Monroe St.	97402-4295

ATTACHMENT H  
DISTRICT MAP

# Eugene School District 4J: School Locations





**REQUEST FOR PROPOSAL**  
**Solicitation # 23-213**  
**Printing Services**  
**Addendum 01**

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

**Q: Section 3.5 Statement of Work requests pricing information. The question is could you specify what you are looking for? – for example the BW printing. Is that 8.5 X 11, one sided or two? Regular 24# paper?**

A: The majority of the District's printing jobs would be on 20# paper, 8 ½ x 11, white and available colored paper as well as 90# index paper, 8 ½ x 11, white and available colors. The District would want pricing for BW and color printing, 1 sided and 2 sided. Some jobs do require paper 8 ½ x 14 and 11 x 17 sized paper. However, these jobs would be less frequent.

**Q: Attachment F: Monthly Usage Summary There is a clarity issue on the column headers on this table, pg. 39. Here is a copy of this information.**

	<b>Black/White Digital Printing</b>	<b>Color Digital Printing</b>	<b>Offset Printing</b>	<b>Coil/Comb Binding</b>	<b>Pads</b>	<b>Envelopes</b>	<b>NCR (Sheets)</b>	<b>Paper (Sheets)</b>
Mar	235,820	1,224	24,795	2,059	2,800	18,550	-	143,917
Apr	139,492	2,867	33,565	634	828	33,565	3,650	43,906
May	187,405	10,141	20,300	651	1,255	19,865	-	76,167
Jun	175,579	4,005	3,800	1,451	1,443	3,800	738	58,356
Jul	232,444	406	18,550	854	516	18,550	-	47,175
Aug	547,296	6,269	38,950	3,795	500	32,950	8,405	281,293
Sep	1,897,282	6,182	38,975	11,975	2,990	27,630	4,550	730,109
Oct	374,152	2,495	27,900	1,418	1,920	27,900	3,140	140,458
Nov	226,647	1,827	3,600	468	1,192	2,435	3,570	110,155
Dec	228,234	4,033	22,775	749	896	22,100	1,825	253,328
Jan	241,609	2,790	9,250	1,180	136	8,250	11,500	101,601
Feb	415,875	1,906	40,395	1,198	2,348	35,250	6,440	104,040
Total	4,901,835	44,145	282,855	26,432	16,824	250,845	43,818	2,090,505

---

**Contact Information**

Julia Girod, Buyer  
Eugene School District 4J, Purchasing Office  
200 North Monroe Street  
Eugene, OR 97402  
solicitations@4j.lane.edu  
(541) 790-7625



**REQUEST FOR PROPOSAL**  
**Solicitation # 23-213**  
**Printing Services**  
**Addendum 02**

---

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

**1. Amendment to Proposal Due Date**

This Addendum to RFP #23-213 (Printing 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 14, 2022 to January 4, 2023.

**2. Change in Scoring Evaluations**

To clarify the District's request for pricing (Section 3 "Scope of Work", beginning on Page 12 of the RFP): in lieu of a "price sheet", the District's scoring committee shall instead be reviewing the attached Best and Final Offer Sheet. Please include this Best and Final Offer Sheet with your completed proposal; any mention of a required "price sheet" in the RFP shall now be in reference to the attached Best and Final Offer Sheet.

All other submittals required in Section 5 "Proposal Submittal Procedures" (beginning on page 19 of the RFP) are still expected in your completed proposal.

---

*Contact Information*

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200 North Monroe Street  
Eugene, OR 97402  
**solicitations@4j.lane.edu**  
**(541) 790-7625**



## **ITEM FOR ACTION–CONSENT AGENDA**

### **Date of Meeting**

February 1, 2023

### **Title**

Approve Memorandum of Agreement with OSEA Concerning Landscaping Support From Community Vendors

### **Presenter**

Mike Ingman, Human Resources Administrator and Interim Director

### **Background**

The district's ground maintenance operations continue to experience extraordinary challenges to ensure safe and functional grounds for students, staff and our community. Despite enhanced recruitment efforts, including recruitment incentive payments, increased advertising and a wage adjustment, the district is still struggling to fill known grounds vacancies. In addition to ongoing service needs, intervention and recovery supports are needed at our newer builds to bring the landscaping into maturity.

For these reasons, the district and OSEA have tentatively agreed to the district obtaining landscaping support services from identified community vendors through the 2023/24 school year. As stipulated in the agreement, the district will continue to actively recruit grounds employees, will not reduce or displace any current grounds employees and they will be given the first opportunity for overtime or additional hours.


This is a one-year commitment. OSEA and the District will meet to confer and evaluate the status of needs in fall of 2023.

### **Budget/Resource Implications**

The anticipated cost for supplemental support, beginning March 2023 through June 2024 is \$120,000 to \$150,000.

### **Recommendation**

The Superintendent recommends approval of the MOA with OSEA Concerning Landscaping Support From Community Vendors.

TA'D 4/25/23  


MEMORANDUM OF AGREEMENT  
BETWEEN  
OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER 1  
AND  
EUGENE SCHOOL DISTRICT 4J

**Recitals:**

1. The 2022-23 school year continues to present extraordinary challenges for the District's grounds maintenance operations due to an ongoing nationwide labor shortage.
2. Bargaining unit members in the following classifications: Grounds Specialist, Senior Groundskeepers, Groundkeepers Irrigation Specialist, and Equipment Operator (collectively referred to herein as "Grounds Employees") will continue to be relied upon to maintain safe grounds and expected to work overtime consistent with the current collective bargaining agreement between the parties.
3. Despite recruitment efforts which included a recruitment incentive payment, a retention payment, increased advertising activities and a wage adjustment as agreed to through successor collective bargaining, the District continues to struggle to fill grounds vacancies.
4. Due to multiple years of understaffing and an increase in service needs for newer builds, the District's grounds are in a state of disrepair.
5. Due to operational needs and in an effort to ensure safe and functional grounds for students, staff and our community, the District has proposed to temporarily supplement the efforts of our grounds employees with support from community vendors.

Therefore, the District and OSEA agree to the following terms and conditions:

**Agreement:**

1. Both OSEA and the District recognize the need to immediately address, and to the extent possible, remedy the negative impacts of current understaffing of Grounds Employees.
2. To solve the immediate need and on a temporary basis the District will obtain landscaping support services from identified community vendors through the 2023/24 school year.
3. The District will continue to actively recruit grounds employees up to the allocated staffing levels that are adequate or better for meeting the District's operational needs.
4. The District will not reduce or displace any current Grounds Employees. The District will give Grounds Employees first opportunity for overtime or additional hours.
5. The District will employ community vendors for the specific purpose of bringing grounds on newer builds to maturity unless the parties mutually agree on additional duties.





## ITEM FOR INFORMATION

### Date of Meeting

February 1, 2023

### Title

Receive an Update on Instruction Department Goals and Student Improvement Account Strategies

### Presenter

Brooke Wagner, Assistant Superintendent for Teaching and Learning  
Cydney Vanderkar, Assistant Superintendent for School Support Services

### Background

The district is currently in the process of assessing the effectiveness of the nine programs and 85 activities of the SIA grant along with the High School Success grant and Perkins funding.

The result of that reflection will inform future recommendations for the Integrated Guidance Grant process as well as articulate our three-five year goals for Instruction.

We are grounding our work in the three big rocks shared by Superintendent Dey:

1. Timely communication and meaningful engagement
2. A coordinated cohesive 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

The integrated guidance and our three big rocks tie together:

- Engaged Community
  - Timely communication and meaningful engagement
- Equity Advanced
  - A coordinated cohesive focus on equitable access and advancement for all with an amplified focus on the desires of those who have been historically underserved
- Well-Rounded Education
  - Safety and Well-being of students and staff

The SIA evaluation report shared at the January 18 board meeting, reflected high level summary of the district's performance during the last SIA cycle. The grant requires that all of our activities are based on the following categories:

- Well-Rounded Education
- Health & Safety
- Instructional Time
- Class Size Reduction

The district implemented 9 different programs attached to these areas which resulted in 85 different activities. The state measures our success in this grant to five Key Progress Indicators which are further disaggregated by Race and Focal Area. The five common metrics that ODE analyzes are as follows:

- 4 Year Graduation Rate
- 5 Year Completion Rate
- 9th Grade on Track
- Regular Attendance
- 3rd Grade ELA (English Language Arts)

This Integrated Guidance grant (which now includes High School Success and CTE) requires that the district design programs and activities that will close achievement gaps and raise overall achievement in these 5 areas.

**Instruction Goals:**

Instruction teams continue to review and evaluate programs, feedback and the list of key strategies and activities that guide our investments and work.

- Safety and well-being for all students and staff:
  - Support Equity Inclusion and Instruction Initiatives
  - Increase Adults in the System / Targeted Class Size Reduction
  - Integrated Prevention and Mental Health Model
  - Support Safety, Security, and Risk Initiatives
- Focus on Equitable Outcomes for with an amplified focus on the desires of underserved student communities:
  - Support Equity, Inclusion, and Instruction Initiatives
  - Increase MTSS Implementation and Effectiveness District-Wide
  - Well Rounded Education
  - Provide Extended Learning Opportunities for Staff and Students
  - CTE – Center for Applied Learning
- Timely Communication & Meaningful Engagement:
  - Support Equity, Inclusion and Instruction Initiatives
  - Increase MTSS Implementation and Effectiveness District-Wide
  - Integrated Prevention and Mental Health Model
  - Provide Extended Learning Opportunities
  - Wrap Around Services

**Recommendation**

Superintendent Dey will provide the board with the approved list of goals at a future meeting.

# Eugene School District 4J Integrated Guidance Planning

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School Board Overview  
February 1, 2023

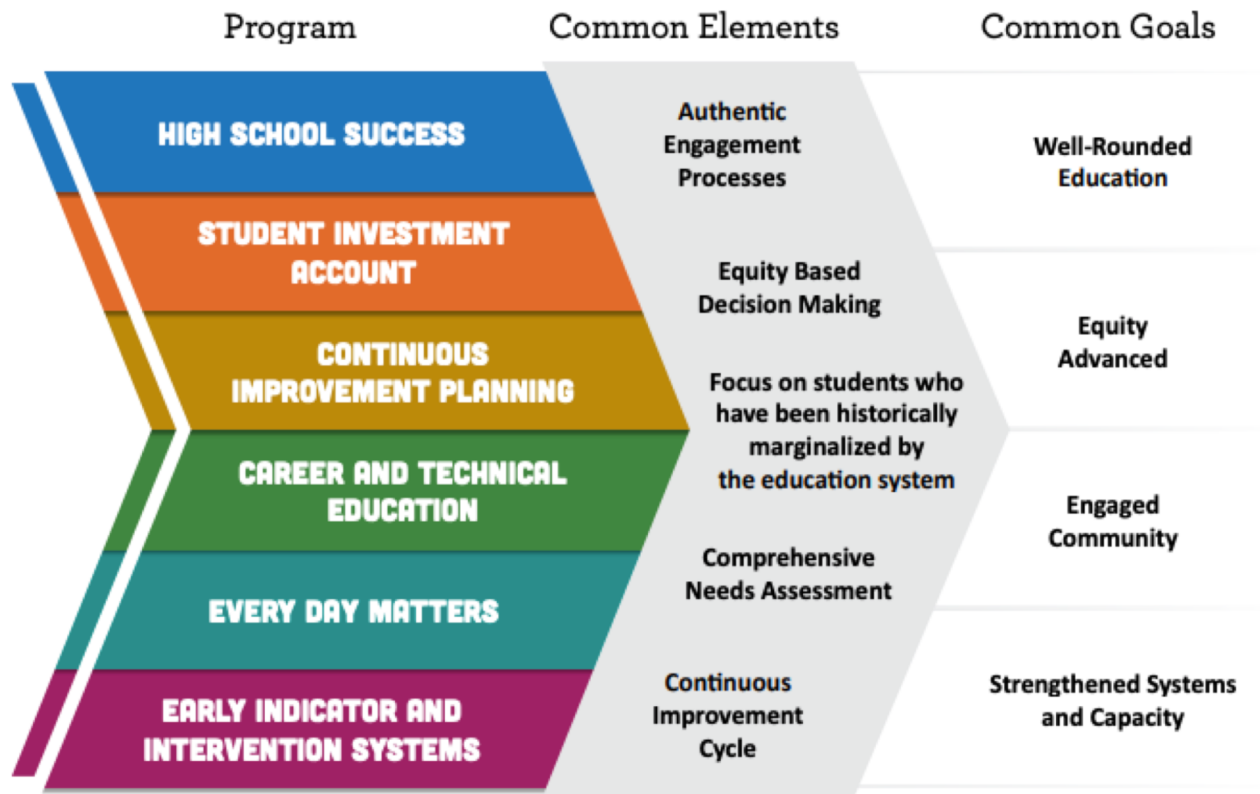
# Our guiding foundation

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## Grounding our work in three big rocks:

- Safety and wellbeing for students and staff
- A coordinated focus on equitable access and advancement for all with an amplified focus on the desires of those who have been historically underserved
- Meaningful engagement and timely communication





**COMMON METRICS - LONGITUDINAL PERFORMANCE GROWTH TARGETS:**

1. [Four-year Graduation](#): The percentage of students earning a regular or modified diploma within four years of entering high school.
2. [Five-year Completion](#): The percentage of students earning a regular, modified, extended or adult high school diploma, or a GED within five years of entering high school.
3. [Third Grade Reading](#): The percentage of students proficient on statewide English Language Arts (ELA) assessments in 3rd grade.
4. [Ninth Grade On-Track](#): The percentage of students earning at least one-quarter of their graduation credits by the end of the summer following their 9th grade year.
5. [Regular Attenders](#): The percentage of students attending more than 90 percent of their enrolled school days.

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Guiding our investments



# Integrated guidance and our three big rocks



## Engaged Community

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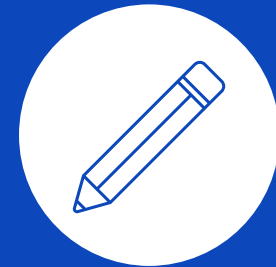
Timely  
Communication and  
Meaningful  
Engagement



## Equity Advanced

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A coordinated cohesive focus on equitable access and advancement for all with an amplified focus on the desires of those who have been historically underserved



## Well-Rounded Education

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Safety and Well-being of students and staff

# Project Overview

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- Evaluation
- Engagement
- Strategies
- Budgeting
- Board Presentation
- Submitting Report



## 3. Strategies

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- Safety and Wellbeing for students and staff
- Focus on equitable outcomes for all with an amplified focus on the desires of underserved student communities
- Meaningful Engagement & Timely Communication



# Strategies

## Outcomes:

- **Safety and wellbeing for students and staff**
- Focus on equitable outcomes for all with an amplified focus on the desires of underserved student communities
- Meaningful engagement & timely communication



## **Safety and wellbeing of students and staff**

- Support Equity, Inclusion, and Instruction Initiatives
- Increase Adults in the system/  
Targeted Class Size Reduction
- Integrated Prevention and Mental Health Model

# 3. Strategies

## Outcomes:

- Safety and wellbeing for students and staff
- **Focus on equitable outcomes for all with an amplified focus on the desires of underserved student communities**
- Meaningful engagement & timely communication



**Focus on equitable outcomes for all, with an amplified focus on the desires of underserved student communities**

- Support Equity, Inclusion, and Instruction Initiatives
- Promote MTSS Implementation and Effectiveness District-Wide
- Well Rounded Education
- Provide Extended Learning Opportunities for staff and students
- CTE - Center for Applied Learning
- Increase 3rd Grade Literacy

# 3. Strategies

## Outcomes:

- Safety and wellbeing for students and staff
- Focus on equitable outcomes for all with an amplified focus on the desires of underserved student communities
- **Meaningful Engagement & Timely Communication**



## Meaningful engagement and timely communication

- Increase MTSS Implementation and Effectiveness District-Wide
- Integrated Prevention and Mental Health Model
- Provide Extended Learning Opportunities
- Wrap Around Supports

# Next steps

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- List of Activities: February 15
  - Public comment: February 15
  - Build out Budget: Month of February
  - Plan Overview: March 1
  - Plan Approval: March 15
- 



Questions?

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## ITEM FOR ACTION

### **Date of Meeting**

January 25, 2023

### **Title**

Consider Revisions to Board Policy BDD – Board Meeting Procedures

### **Presenter**

Rob Hess, Chief of Staff

Policy BDD – Board Meeting Procedures

The proposed revisions for Board consideration is to modify procedure to adopt a rule used by the regular Robert's Rules (not the special version for small boards). This is specified in Roberts' Rules of Order, Newly Revised, 12th edition, pp. 38-39. Under these rules, each person gets to speak once on any given topic, then each person gets to speak a second time, and after that discussion is ended, unless a motion is made and approved to extend debate on that issue.

### **Options and Alternatives:**

The Board may accept the proposed revisions, suggest edits or maintain the current policy.

### **Recommendation**

If after consideration and approval by the board, the superintendent recommends adoption of the language as modified.

# Eugene School District 4J

Code: BDD  
Adopted: 7/02/73  
Revised/Readopted: 4/16/80; 9/07/88; 9/06/89;  
12/21/05; 8/02/17; ~~XX/XX/XX~~  
Orig. Code: BDD; 1840

## Board Meeting Procedures

### 1. Quorum

A quorum will consist of the majority of the Board members. Any four members of the Board shall constitute a quorum.

### 2. Vote Needed for Exercise of Powers

The affirmative vote of a majority of Board members, four Board members, will be necessary for exercising any of the Board's powers.

### 3. Board Member Voting

Each member's vote on all motions will be recorded in the minutes.

### 4. Abstaining from Vote

If a Board member chooses to abstain from voting, and the abstention is due to a conflict of interest, the Board member will state the reason for the abstention and such abstention will be recorded.

### 5. Parliamentary Procedure

Official Board business will be transacted by motion or resolution at duly called regular or special meetings.

Except as otherwise provided by state law and/or Board policy, the rules of parliamentary procedure comprised in *Robert's Rules of Order Newly Revised*, "Procedure in Small Boards" as modified by the Board will govern the Board in its deliberation. ~~Modifications will include the following: Motions will all be seconded prior to consideration for discussion by the Board and motions to close or limit debate will be acceptable.~~ **Modifications will include the following: Motions will all be seconded prior to consideration for discussion by the Board, motions to close or limit debate will be acceptable, and discussion on any topic will end after each member has had two opportunities to speak, unless a motion is made, seconded and approved to extend debate on the topic.**

The Board chair will decide all questions relative to points of order, subject to an appeal to the Board.

END OF POLICY

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### Legal Reference(s):

[ORS 192.650](#)

[ORS 244.120\(2\)](#)

[ORS 332.045](#)

[ORS 332.055](#)

[ORS 332.057](#)

[ORS 332.107](#)

38 OR. ATTY. GEN. OP. 1995 (1978)

41 OR. ATTY. GEN. OP. 28 (1980)



## **ITEM FOR ACTION AT A FUTURE MEETING (First Read)**

### **Date of Meeting**

02/01/2023

### **Title**

Consider Approval of Lane Education Service District 2023-25 Local Service Plan - Year One

### **Presenters**

Lane ESD Superintendent Tony Scurto, Lane ESD Board Chair Linda Hamilton

### **Background**

The Lane Superintendents' Council voted unanimously to approve the [2023-25 Local Service Plan \(Year One\)](#) at the December 13, 2022 Superintendents' Council meeting. The plan was approved by the Lane ESD Board of Directors on January 3, 2022.

The Local Service Plan must now be approved by Lane ESD component district boards no later than [March 1](#) (ORS 334-175 (5)(b)).

### **Recommendation**

The superintendent recommends the Lane Education Service District 2023-25 Local Service Plan – Year One be added to the February 15, 2023 Board Agenda as an Item for Action to be considered by the board for approval.



*Shaping the future:  
Supporting excellence in education*

# Local Service Plan 2023-25 Year One

**Lane Education Service District**  
1200 Highway 99 North  
Eugene, OR 97402  
Phone: (541)461-8200  
Fax: (541)461-8298



*Purpose*

*Shaping the Future -  
Supporting Excellence in  
Education*

*Values*

*Equity* – We support a respectful work environment and access to educational service to all students

*Commitment* – To districts, student and employee success

*Leadership* – that is informed, responsive, visionary, proactive and planful

*Collaboration* – actively engaged with our partners to achieve success

*Integrity*—approach our work with ethical actions, making and keeping commitments, courage and humility

*Strategic Plan  
5 Bold Steps*

*Creating and Implementing Innovative Initiatives  
that Directly Impact or Influence Student  
Success*

*Supporting Best Instructional Practices*

*Modeling and Promoting Equitable Practice for  
All*

*Leadership – Leveraging Education and  
Community Partners*

*Strong Student Centered Advocacy*



# Local Service Plan

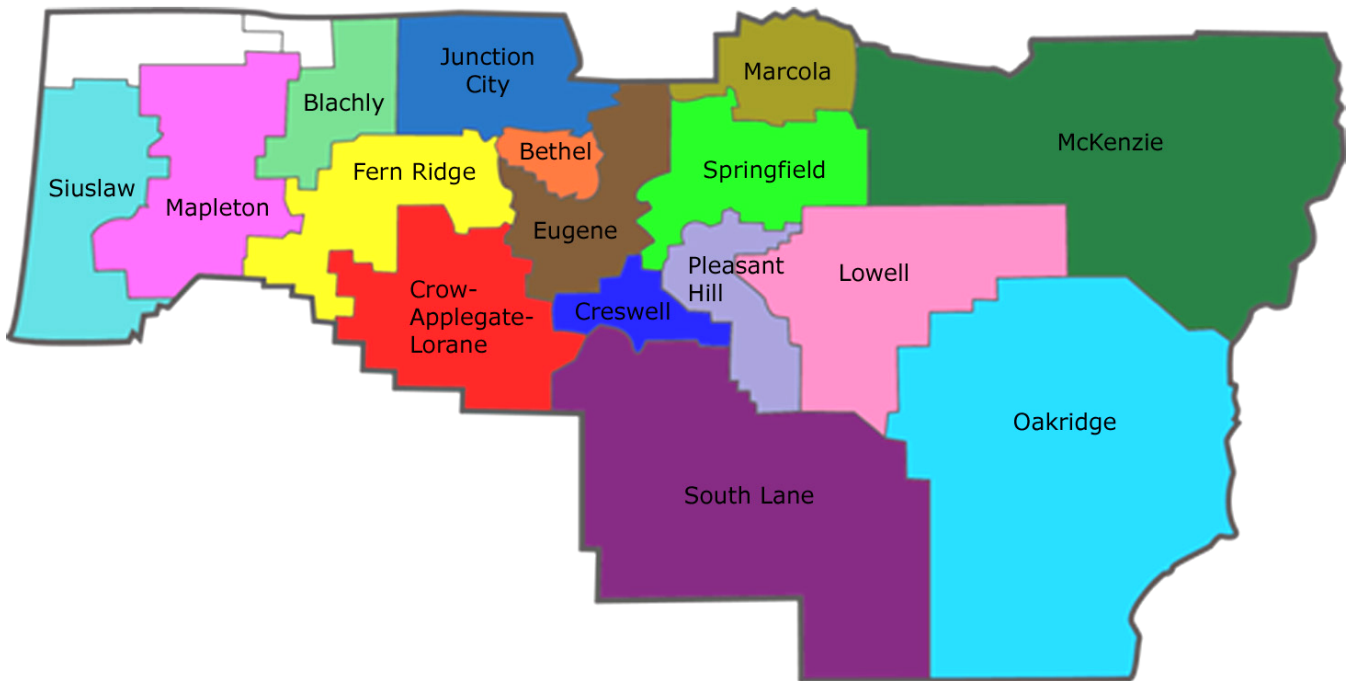
2023-25

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## Component Districts



<b>Bethel, #52</b> Superintendent – Kraig Sproles	<b>Mapleton, #32</b> Superintendent – Sue Wilson
<b>Blachly, #90</b> Superintendent – Adam Watkins	<b>Marcola, #79J</b> Superintendent – Terry Augustadt
<b>Creswell, #40</b> Superintendent – Mike Johnson	<b>McKenzie, #68</b> Superintendent – Lane Tompkins
<b>Crow-Applegate-Lorane, #66</b> Superintendent – Heidi Brown	<b>Oakridge, #76</b> Superintendent – Reta Doland
<b>Eugene, #4J</b> Superintendent – Andy Dey	<b>Pleasant Hill, #1</b> Superintendent – Jim Crist
<b>Fern Ridge, #28J</b> Superintendent – Gary Carpenter	<b>Siuslaw, #97J</b> Superintendent – Andy Grzeskowiak
<b>Junction City, #69</b> Superintendent – Troy Stoops	<b>South Lane, #45J</b> Superintendent – Yvonne Curtis
<b>Lowell, #71</b> Superintendent – Johnie Matthews	<b>Springfield, #19</b> Superintendent – Todd Hamilton



**Core Services and Funding Formula/Allocation Model**

Lane ESD’s Core Services and Funding Formula/Allocation Model provides the basis for allocating Lane ESD’s resolution funds for Core Services and distribution of funds to districts. ORS 334.177 requires that at least ninety percent (90%) of all ESD revenues from the State School Fund (SSF) and other funds considered local revenues be spent on the provision of services approved in the Local Service Plan. The remaining ten percent (10%) may be spent on administrative services.

**2023-25 (Year One) Local Service Plan**

As provided for in ORS 334.177 districts notified the ESD of the intention to withdraw funds by November 1, 2022, as well as the percentage of funds to be withdrawn. Lane County districts have been asked to select a percentage range rather than identifying an exact percentage. No district requested more than 50% of available transit funds.

Because current ADMw numbers are not available during the development or implementation of the **2023-25 (Year One) Local Service Plan**, the most recent ADM figures, as provided by ODE, are used for the Core Services and Funding Formula/Allocation Model.

**Withdrawal of Transit Funds**

Districts electing to withdraw transit funds in excess of 50% will be assessed a fee on services ordered from the ESD as follows:

51%-80%	10% service fee
81%-100%	15% service fee

**The 2023-25 Local Service Plan provides three categories of service:**

**Core Services**

Core Services are funded prior to the allocation of district Flex Funds and do not require districts to use their Flex Funds. Technology, General Education, Connected Lane County support, Innovation Project Funds and the Life Skills Cost Pool are currently designated Core Services.

Core Services are designed so that essential services are available to all districts. Core Services will not necessarily meet all of any individual district’s needs. Districts are strongly encouraged to take advantage of Core Services. Core Services provide stability and flexibility in meeting county-wide needs where the level of support may vary from district to district and from year-to-year; the true value of the service is realized over time.

**Menu Services**

These are services available from a “menu of services” that provides districts with the option to select or order available services. The cost of the services is covered by Flex Funds allocated to districts or district funds.

**Custom Services**

These are services that are developed for an individual district or group of districts based on a specific need. These services may include the assignment of a specific amount of FTE or the provision of a service (e.g. payroll/business services, professional development, technology technician/engineer). Districts order the amount of service desired to meet their needs. Districts are assessed the full cost of the service and may use Flex Funds or district funds to pay for these services.



Changes for 2023-25 (Year One) Local Service Plan include the following:

### **Core Services and Funding Formula/Allocation Model**

1. Legal Services
2. Nursing Services
3. Human Resources Services

### **2023-25 Local Service Plan**

The Superintendents' Council agreed to a two-year Local Service Plan framework, with the intent of aligning with Oregon's K-12 biennium funding structure. Alignment of the Local Service Plan with the two-year fiscal cycle provides stability and opportunity for long-range planning. Lane ESD programs can focus more strategically on implementation of services that support district long-range goals, while maintaining the ability to assess and make program adjustments to meet emerging needs. The Superintendents' Council will annually review and make service and program recommendations. As required, Lane ESD and component districts will follow the formal annual approval process for the Local Service Plan.

### **Withdrawal from Lane ESD**

In 2013 amendments to ORS 260.432 and 334.105 expanded the option for component school districts to withdraw from local ESD's state-wide beginning in 2014-15.

To support partnerships within Lane County, Lane ESD's goal is to continue to collaborate and partner with any school district that may withdraw from the ESD. Districts that withdraw from services will:

- Be invited to attend job-alike meetings, including: Superintendents' Council, Special Education Directors, Lane County Technology Advisory Committee, Curriculum Leaders meetings, and any other meetings that are supportive of services and programs county-wide
- Continue as a member of the Life Skills Consortium and other consortium/collaborative program services
- Continue as a member of consortium grants, CTE/Perkins, and Title program collaborations
- Continue to participate in county-wide school improvement efforts
- Be able to purchase ESD menu and custom services

### **Potential Changes in Funding**

The 2023-25 Local Service Plan continues to provide districts with the flexibility to access Core Services and annually select the amount of services needed to meet individual districts needs and the option to develop unique services where feasible. Should there be reductions to Lane ESD's revenue as a result of legislative action which reduces the funding ratio for ESD's or the overall K-12 budget allocation, there will be a proportionate reduction in Flex Funds available to districts. The ESD will use the March estimate from ODE as the basis for the Flex Fund Allocation.

When overall economic conditions result in the reduction to Lane ESD's formula revenue, Lane ESD will make every attempt to respond with corresponding expenditure reductions or otherwise offset the revenue loss in a manner that minimizes further impact to component districts.



Grant funding is also used to support Lane ESD and component district programs and services. Lane ESD has been successful in securing a number of grants and Innovation grants. The availability of such grants to support future endeavors is uncertain.

Services funded via contracts or grants are not subject to the 90% expenditure requirement.

### Process for Selecting Lane ESD Menu Services & Service Levels

Districts select the specific Lane ESD services and service levels from the service menu by mid-March of each year. Requests for services are placed using the Lane ESD Service Order Form. Districts' available funds and the costs for services are listed on the Lane ESD Service Order Form.



## **Core Service - Decision Making**

Specific services and associated funding levels included in Core Services are agreed upon by the Lane County Superintendents' Council.

## **District Feedback**

Lane ESD routinely surveys key district contacts to understand use of current services, assess the quality of services, suggestions for improvement, and interest in new services. The most recent survey of districts was completed in October 2018 and generally affirmed a high level of satisfaction as well as specific areas for follow up or improvement.

Additionally, the ESD periodically will conduct an in depth service review focusing on one particular service area or program. Service reviews are completed by a committee who works with the ESD to identify the scope of the review and makes recommendations to the Superintendents' Council.

## **Changing Services Included in Core Services**

Core Services change or evolve based on recommendation of the ESD in response to analysis of county-wide needs or interests of component districts. In both cases the proposed change is analyzed and approved by the Superintendents' Council.

## **Timelines**

Proposals that require significant change, such as the establishment of new programs, expansion of specialized services, or increase in fiscal resources allocated to Core Services, should be presented as early as possible, and no later than the Superintendents' Council meeting in October. This timeline allows the Superintendents' Council time to determine if the proposal should move forward to formal feasibility assessment by the ESD. The Superintendents' Council may establish a subcommittee to review feasibility information and make final recommendations regarding proposals. Subcommittee recommendations and feasibility assessment will be presented to the full Superintendents' Council.

Exceptions to the timeline are made for proposals that do not require additional fiscal resources or re-staffing, as long as the proposal is supported by the Superintendents' Council.

Approved proposals that involve more complex changes (hiring of specialized staff, implementation of new programs) may be implemented either as a pilot or as a general change to Core Services.

When changes are implemented as a pilot, a subcommittee of superintendents will be asked to assist in the development of criteria to use in assessing the pilot and recommendations on whether changes should be incorporated into the Core Services. If a pilot is successful, but is not approved to be included in Core Services it may be offered as a service menu item or custom service.

## **Innovation/Projects**

Proposals for Innovation/Projects may be developed by the Lane County Curriculum Leaders, Lane County Technology Advisory Committee (LCTAC), Special Education Directors, Lane ESD Leadership, or the Superintendents' Council.

Innovation/Project proposals should focus on priorities identified by the Superintendents' Council. It is recommended that proposals outline the specific outcomes for the project, the time frame for implementation, and budget requirements. Lane ESD administrators and component district staff will assist with feasibility aspects of the proposal.



Proposals for accessing Innovation Funds are approved annually by the Superintendents' Council prior to March 30 to provide adequate planning time and effective implementation of the project in the next school year.

For 2023-25, the Superintendents' Council approved the use of Innovation/Projects Funds available from the Local Service Plan to fund Research for Better Teaching (RBT) licensing and trainer of trainer licensing. Funding was also set aside for targeted professional development as determined by the Superintendents' Council which includes specific criteria and application process.

### **Student Behavior Assistance Fund**

In the past few years a critical need has emerged to address the needs of students with intense behaviors. The Student Behavior Assistance Fund is created to provide resources to address this problem through enhancing prevention, connecting students and families to appropriate health providers, and other methods to improve student behavior and reduce the number of intense behavioral incidents that schools are experiencing. We believe the most immediate need is for proper training of school staff so that they are able to de-escalate students and effectively handle situations "in the moment."

### **High Cost Pool**

The High Cost Pool will be funded at a level decided upon by the Superintendents' Council, based on the final State School Fund amount. Access to the High Cost Pool is based on disproportionate Special Education enrollment for districts excluding Eugene 4J, Springfield, and Bethel.

### **Connected Lane County**

Superintendents contribute funding towards the activities and infrastructure of Connected Lane County. This commitment is renewed annually.

### **Promise Programs**

Promise Programs will be funded at a level decided by the Superintendents' Council, based on the State School Fund amount.

### Menu Services – Decision Making

#### **Adding Services to the Menu**

A Menu Service offering may change or evolve based on recommendations of the ESD in response to analysis of county-wide needs or interests of component districts. In both cases, the proposed change is analyzed and approved by the Superintendents' Council.

#### **Timelines**

Proposed changes that require establishment of new programs, expansion of specialist services, or an increase in fiscal resources allocated to Core Services should be presented no later than the Superintendents' Council meeting in October so that the Superintendents' Council can determine if the proposal should move forward to formal feasibility assessment by Lane ESD. Timelines for completing the feasibility assessment will be set jointly by the ESD and the Superintendents' Council.

Proposals that come forward later in the planning process and that do not require complex program development and are supported by the Superintendents' Council will be placed on the menu if there is



feasible interest to cover the costs of the service. The following services are menu options: nursing, communication (PIO), legal.

In some cases, proposals may be implemented as a pilot as described below.

### **Elimination of Service**

There may be instances where specific services are discontinued if component districts' orders and associated fiscal support are not adequate to continue the service. The decision to eliminate a service will be made by Lane ESD in consultation with component district superintendents, taking into consideration the implications for the impacted districts and the ESD's fiscal and personnel constraints.

### **Establishing Pilot/Custom Services**

There may be instances where services are added if there is sufficient district interest and associated fiscal resources to cover start up and implementation costs. Districts that have an identified need not currently available on the service menu may request that the ESD develop a custom service to meet the district's unique need. The district and the ESD will identify the nature and scope of the service. This information is used to estimate costs of providing the service. If the district and ESD agree that it is feasible and cost effective to establish the service, it will be implemented either as a pilot or on-going service.

If implemented as a pilot, the ESD and district will establish criteria for assessing the results of the pilot. All Lane County superintendents will be informed regarding new custom services offerings and options for participating, as well as information gleaned from the pilot(s). Previous custom/pilot services included: Network Engineer service, Technology Technician. Twelve custom/pilot services proposals for 2023-25 are being explored to determine feasibility and will be reviewed by the Superintendents' Council.

### Service Flexibility

Offerings on the "Menu of Services" are available to all component districts.

### **Service Implications**

A flexible Menu of Services is key to ensuring the Lane ESD Local Service Plan continues to meet the needs of component districts.

The level of annual flexibility is dependent upon numerous factors and considerations for both the districts and Lane ESD.

For example, some services require a significant investment of resources on the part of the ESD and districts to develop a viable infrastructure and sustainable staffing. As a result, starting, ending or significantly changing these services require more analysis and review.

There are other services, however, that can be more flexible from year to year, making annual adjustments in services and service levels easier to accomplish.



Menu of Services

Current Menu

Below is the Menu of Services for 2023-25 . The Menu of Services includes Core Services provided to all districts without the need to order and services that are offered based on district selection. Core Services are indicated by an asterisk (\*).

The Menu of Services below does not include services provided via grants or services ESD's are mandated to provide.

2023-25 Menu of Services
<p><b>Services to Students with Special Needs</b>  Life Skills ESD and Consortium Placements  Lane School (Special School) Behavior Disorder Placements  Behavior/Autism Spectrum Disorder Consortium Placements  Behavior Disorders – Teacher or Consultant  MLK Jr. Education Center  School Psychologist Services  Speech &amp; Language Pathologist  Augmentative Communication  Sign Language Interpretation Services  Direction Service  Youth Transition Program Services  Nursing Services  Custom Services</p> <p><b>School Improvement Services</b>  General Education*  Career &amp; Technical Education  Connected Lane County  Tragedy Response  Attendance Advocacy/Truancy  Librarian Services  Courier Services  Regional Promise Program/Dual College and High School Credit Courses  Home School  Custom Services</p> <p><b>Technology Services</b>  Infrastructural Technology Services*  Email Services  Internal District Services  LCTAC- Lane County Technical Advisory Committee  Networking  Professional Development  Learn 360  eRate Support Services  Custom Services</p> <p><b>Administrative Services/Business Services</b>  Human Resources Services  Legal Services  Substitute Teacher List Subscription  Communication Support Services  Custom Services</p>



## Funding Sources

A brief explanation of the various funding sources and parameters for the services provided within this Local Service Plan is below.

### **State School Fund (SSF) Revenue**

Lane ESD's primary revenue source for services to districts is the State School Fund (SSF). Lane ESD's share of SSF is based on the overall allocation of SSFs to all Lane County Districts. ESDs receive 4.5% of the total SSF allocated for their region.

The percentages and formulas for SSF allocations for districts and Oregon ESDs are set by the Oregon Legislature and are subject to change. Changes in ESD funding allocations have a direct impact on Lane ESD's Core and Flex Fund Model allocations to component districts, and will impact services and service levels.

ORS 334.177 requires that at least ninety percent (90%) of all ESD revenues from the State School Fund (SSF) and other funds considered local revenues be spent on the provision of services approved in the Local Service Plan. The remaining ten percent (10%) may be expended on administrative services.

The 10% administrative services allocation is an essential component to providing services to districts. The cost of facilities, accounting, human resources, technology, and general administrative overhead (insurance, legal fees, etc.) are paid for with these funds. Home School services and grant development services are also included in the 10% administrative services allocation.

### **Menu of Services Funding**

Items on the Menu of Services are available to all districts based on their annual selection. The cost of services ordered from the menu are charged to the district's Flex Fund allocation and/or invoiced to the district if in excess of available Flex Funds.

### **Other Services**

Lane ESD also provides services by way of contracts with component districts or other public or private entities.

### **Grants**

Lane ESD actively seeks grant funding to enhance services to districts and further ESD and component district priorities.



Programs Included in 10% Administrative Revenue

**Home Schooling**

Oregon ESD's are mandated to provide Home School services. Lane ESD is responsible for accepting notification from parents or guardians who intend to educate their children at home. Lane ESD serves as a primary information resource to parents, students, schools, and districts.

Lane ESD is responsible for:

- monitoring compliance with home school notification and testing requirements;
- monitoring academic progress requirements;
- providing detailed reports to districts including compliance and testing information.

**Grant Development**

Lane ESD recognizes the importance of outside funding in shaping the future of education in Lane County. Lane ESD employs a grant writer to support acquisition of grant resources to enhance services in alignment with ESD and component district priorities.



## Federal & State Mandates for Oregon ESDs

Lane ESD's services align with the services prescribed for every Oregon Education Service District in ORS 334.175(2) as follows:

### Services to Children with Special Needs

Programs for children with special needs, including but not limited to:

- Special Education
- At-risk Students
- Professional development for employees who provide those services

### School Improvement Services

School Improvement Services for component school districts, including but not limited to:

- Meeting the requirements of state and federal law
- Services designed to allow the ESD to participate in and facilitate a review of state and federal standards related to the provision of a quality education
- Support and facilitate continuous improvement planning
- Support for school-wide behavior and climate issues
- Professional Technical education
- Professional development for employees who provide those services

### Technology Services

Technology Support for component school districts and the individual technology plans of those districts, including but not limited to:

- Technology infrastructure services
- Data services and distance learning
- Professional development for employees who provide those services.

### Administrative Support Services

Administrative and Support Services for component school districts, including but not limited to:

- Services designed to consolidate component school district business functions.
- Liaison services between ODE and component districts
- Registration of children being taught by private teachers, parents or legal guardians pursuant to ORS 339.035

### Other Services

Other Services that ESDs are required to provide by state or federal law, including but not limited to:

- Compulsory Attendance required under ORS 339.005 to 339.090.

### Performance Measures

In addition to providing these "core" services, Lane ESD's services must also be equitable, cost effective, of high quality and meet local district needs. Services must also be evaluated using the following performance measures:

- Improving student learning
- Enhancing the quality of education for all students
- Providing quality professional development for district staff
- Providing districts and their students equitable access to resources
- Maximizing operational efficiencies and providing economies of scale



*Services to Children with Special Needs*

**Life Skills Consortium Services**

<p><b>Service Description</b></p>	<p>Lane ESD's and district-operated Life Skills programs form a consortium to serve students with moderate, severe, and profound intellectual disabilities as part of a continuum of services. Classrooms for students in kindergarten through grade 12 are located in a number of elementary, middle and high schools throughout Lane County. Students ages 19-21 are served in "Transition Classrooms".</p> <p>The Life Skills Consortium includes all sixteen districts, with Bethel, Eugene, Junction City and Lane ESD as service providers. The Life Skills Consortium Agreement describes the common unit cost determined annually, resident and serving district responsibilities, the process for resolution of concerns, and Lane ESD's responsibility for the coordination of placements.</p> <p><b>Kindergarten to Grade 12</b></p> <ul style="list-style-type: none"> <li>• Highly individualized instruction in functional academics, daily living skills, and social/communication skills</li> <li>• Inclusion support</li> <li>• Secondary students also receive instruction in vocational skills and community accessibility.</li> </ul> <p><b>Intensive Services Class</b></p> <ul style="list-style-type: none"> <li>• This classroom serves secondary students whose support needs require environmental modifications that may not be feasible on a general education campus.</li> </ul> <p><b>Transition Classes</b></p> <ul style="list-style-type: none"> <li>• Students learn independent living skills to help transition to adulthood.</li> <li>• Students explore community options such as public transportation, leisure and recreation, and employment opportunities.</li> </ul>
<p><b>Goals</b></p>	<ul style="list-style-type: none"> <li>• Assist component districts in meeting the requirements of IDEA and Oregon Administrative Rules.</li> <li>• Implement evidence-based practices in the education of students with moderate, severe and profound intellectual disabilities to improve student learning.</li> <li>• Enable component districts and the students they serve to have equitable access to resources in Special Education.</li> <li>• Maximize operational and fiscal efficiencies for component districts in the area of Special Education.</li> </ul>
<p><b>Budget</b></p>	<p>The annual budget allocation for this service is based on the districts' annual service orders for the service.</p>



Services to Children with Special Needs

Behavior Disorder Services

<p>Service Description</p>	<p>Lane ESD assists districts in meeting the federal requirement to provide a continuum of services for students with the most challenging behaviors.</p> <p><b>Lane School</b>  Lane School is a structured behavior and academic program designed for students in kindergarten through grade 8 who experience significant behavioral, social, and academic difficulties.</p> <p>Lane School is located at the Lane ESD Westmoreland Campus. Services are designed to help students gain the skills needed to be successful in their home school. Students are referred by their resident district and typically attend Lane School for approximately 18 months before transitioning back to their home school.</p>
<p>Goals</p>	<ul style="list-style-type: none"> <li>• Assist component districts in meeting the requirements of IDEA and Oregon Administrative Rules.</li> <li>• Implement evidence-based practices in the education of students with behavioral/emotional disabilities to improve student learning.</li> <li>• Assist districts with targeted interventions addressing the needs of students with behavioral/emotional disabilities.</li> <li>• Enable component districts and the students they serve to have equitable access to resources in Special Education.</li> <li>• Maximize operational and fiscal efficiencies for component districts in the area of Special Education.</li> </ul>
<p>Budget</p>	<ul style="list-style-type: none"> <li>• The annual budget allocation for this service is based on the districts' annual service orders for the service.</li> </ul>



*Services to Children with Special Needs*

**Behavior Disorder –Consultants**

<p>Service Description</p>	<p>Behavior Disorder Consultants provide in-service training/consultation to districts for behavior/classroom management, and strategies for working with students identified as having emotional/behavioral disabilities.</p>
<p>Goals</p>	<ul style="list-style-type: none"> <li>• Assist component school districts in meeting the requirements of state and federal laws for IDEA and enhance the quality of education provided to special education and at-risk students.</li> <li>• Improve student learning in special education and in at-risk youth by providing consultation to district personnel and provide professional development to component district employees in the area of special education services to at-risk youth.</li> <li>• Enable component school districts and the students they serve to have equitable access to resources in special education.</li> <li>• Maximize operational and fiscal efficiencies for component school districts in the area of special education and services to at-risk youth.</li> </ul>
<p>Budget</p>	<p>The annual budget allocation for this service is based on the districts' annual service orders for the service.</p>

**Martin Luther King, Jr. Education Center**

<p>Service Description</p>	<p>Martin Luther King, Jr. Education Center is a collaboration between Lane ESD and the Department of Youth Services (DYS) to provide educational services to adjudicated youth in middle and high school. The program is located at the Serbu Juvenile Justice Center. The program is funded by district-paid tuition for students enrolled in Credit Recovery and GED services and is augmented by DYS Juvenile Crime Prevention funds, Juvenile Accountability Block Grant funds and Video Lottery which funds Job Skills/Life Skills services.</p>
<p>Goals</p>	<ul style="list-style-type: none"> <li>• Assist component school districts in meeting the requirements of state and federal laws for IDEA and enhance the quality of education provided to special education and at-risk students.</li> <li>• Enable component school districts and the students they serve to have equitable access to resources targeting at risk youth.</li> <li>• Maximize operational and fiscal efficiencies for component school districts in the area of special education and at-risk youth.</li> </ul>
<p>Budget</p>	<p>The annual budget allocation for this service is based on anticipated student enrollment.</p>



Services to Children with Special Needs

School Psychology Services

Service Description	<p>School psychologists are utilized in a variety of ways based on the needs of component districts. School Psychology services might include:</p> <ul style="list-style-type: none"> <li>• Psycho-educational assessments provided to assist districts in determining student eligibility for special education.</li> <li>• Development and monitoring of student behavior support plans.</li> <li>• Consultation with school staff and parents on behavioral and educational concerns.</li> <li>• Service coordination assistance to district staff, parents and other professionals to ensure student success.</li> </ul>
Goals	<ul style="list-style-type: none"> <li>• Assist component school districts in meeting the requirements of state and federal laws for IDEA.</li> <li>• Enhance the quality of education provided to special education and at-risk students by providing timely and comprehensive psycho-educational evaluations that assist districts in determining eligibility for Special Education Services.</li> <li>• Improve student learning in special education for at-risk youth by providing consultation to district personnel.</li> <li>• Provide professional development to component district employees in the area of special education and at-risk youth.</li> <li>• Enable component school districts and the students they serve to have equitable access to resources in special education.</li> <li>• Maximize operational and fiscal efficiencies for component school districts in the area of special education and at-risk youth.</li> </ul>
Budget	The annual budget allocation for this service is based on the districts' annual service orders for the service.



Services to Children with Special Needs

Speech Services

Service Description	Speech Services are offered to support districts in assessing and providing Individualized Education Plan (IEP) related services to identified students.
Goals	<ul style="list-style-type: none"> <li>Assist component school districts in meeting the requirements of state and federal laws for IDEA and enhance the quality of education provided to special education.</li> <li>Improve student learning in special education by providing consultation to district personnel and provide professional development to component district employees in the area of special education.</li> <li>Enable component school districts and the students they serve to have equitable access to resources in special education.</li> <li>Maximize operational and fiscal efficiencies for component school districts in the area of special education.</li> </ul>
Budget	The annual budget allocation for this service is based on the districts' annual service orders for the service.

Augmentative Communication

Service Description	Augmentative Communication Services are designed to work in partnership with school speech and language therapists and other team members. Augmentative Communication Specialists assist in identifying, evaluating and providing intervention for students with severe communication disorders who would benefit from augmentative communication. Augmentative communication includes all forms of communication, other than oral speech, that are used to express needs, wants and ideas.
Goals	<ul style="list-style-type: none"> <li>Assist component school districts in meeting the requirements of state and federal laws for IDEA and enhance the quality of education provided to special education.</li> <li>Improve student learning in special education by providing consultation to district personnel and provide professional development to component district employees in the area of special education.</li> <li>Enable component school districts and the students they serve to have equitable access to resources in special education.</li> <li>Maximize operational and fiscal efficiencies for component school districts in the area of special education.</li> </ul>
Budget	The annual budget allocation for this service is based on the districts' annual service orders for the service.

Sign Language Interpreting Service

Service Description	Sign Language Interpretation services are offered to support districts in providing Individualized Education Plan (IEP) supports to students, and ADA related services to students, staff, and families.
Goal	<ul style="list-style-type: none"> <li>Assist component school districts in meeting the requirements of state and federal laws for IDEA and provide equitable communication access for students who are deaf and hard of hearing or who have other identified auditory processing disorders.</li> <li>Assist component school districts in meeting the requirements of state and federal laws under ADA by providing sign language interpretation for employees and families as needed.</li> <li>Enable component school districts and the students they serve to have equitable access to resources in special education.</li> <li>Maximize operational and fiscal efficiencies for component school districts in the area of special education.</li> </ul>
Budget	The annual budget allocation for this service is based on the districts' annual service orders for this service.



Services to Children with Special Needs

Direction Service

Service Description	Direction Service, a local non-profit agency, provides information and referral services to parents and districts regarding specialized services available in Lane County for students and families of students with disabilities. Direction Service also acts as a mediator between districts and parents of children with disabilities and focuses on collaborative dispute resolution. Lane ESD contracts with Direction Service on behalf of subscribing component districts.
Goal	<ul style="list-style-type: none"> <li>Provide districts and parents of students with special needs access to cost effective referral and mediation services.</li> </ul>
Budget	The annual budget allocation for this service is based on the districts' annual service orders for the service.

2023-25 Grant and Contract Services
<p><b>Early Intervention/Early Childhood Special Education</b> Lane ESD sub-contracts with the University of Oregon (EC Cares) to provide administration and coordination of services to all eligible preschool children with disabilities and their families in the service area.</p>
<p><b>Lane Regional Program - Inclusive Services</b> Lane Regional Low Incidence Program Inclusive Services provides Special Education services for children who have low-incidence disabilities, including; Visual Impairments, Hearing Impairments, Deaf/Blindness, Severe Orthopedic Impairment, Autism Spectrum Disorder and Traumatic Brain Injury.</p>
<p><b>State Hospital</b> Lane ESD provides educational services to 18-21 year old students who are hospitalized for either short-term or long-term care.</p>
<p><b>Juvenile Detention Education Program</b> Lane ESD provides educational services to youth in the Serbu Juvenile Detention Center.</p>
<p><b>Phoenix Treatment Program</b> Lane ESD provides educational services to youth in the Phoenix Treatment Program at Serbu Juvenile Detention Center.</p>
<p><b>System Performance Review &amp; Improvement (SPR&amp;I)</b> SPR&amp;I sub grant awards assist with annual performance data collection and reporting for special education.</p>
<p><b>Extended Assessment</b> Supports training and professional development around the statewide assessment of students with disabilities.</p>
<p><b>IDEA Enhancement</b> Supporting enhancement of activities for students with disabilities in the areas of Response to Intervention (RTI), Positive Behavior Support (PBS), expanded SPR&amp;I, and determination issues.</p>
<p><b>Youth Transition Program</b> The Youth Transition Program is a collaboration between the Vocational Rehabilitation Division, Oregon Department of Education, University of Oregon, Lane County school districts, and Career Learning. The program serves students on Individual Education Plans (IEPs), providing assistance with academic, vocational, independent living and personal-social skills so students can experience success in the workforce.</p>



Services in School Improvement

<p>Service Description</p>	<p><b>Instruction</b>  General Education/Instruction Services include leadership and professional development to assist districts in implementing research-based instructional practices that address content standards to ensure a quality education for all students.</p> <p>Component districts have prioritized supporting and improving instruction. Since 2014 Lane ESD and component districts have invested in implementing a strong instructional framework that is supported by 1) the Research for Better Teaching/Studying Skillful Teacher trainings for classroom teachers and administrators and 2) content and standards-based professional development. In addition for 2016-18, the Superintendents' Council has identified a priority for integrating culturally sustaining instructional practices in all content areas, including supporting districts in developing awareness and basic understanding of the continuum of equitable education practices in schools. The School Improvement experts have developed a series of Culturally Responsive Teaching modules based on Zaretta Hammond's Ready for Rigor Framework which are available to all districts.</p> <p>Content specialists provide professional development, consultation, and coaching to teachers in curriculum, instruction, and assessment. Lane ESD has content specialists in the areas of English Language Arts, Math, Science, and Career Technical Education.</p> <p>Services support the implementation of evidence-based practices within all programs to eliminate opportunity and achievement gaps for all underserved or historically underserved students and build upon the assets of each student and family.</p> <p><b>Professional Development</b>  Content specialists coordinate and provide professional development for district staff county-wide at Lane ESD or at the district or classroom level. Professional development is intended to improve high quality instruction, and includes the alignment of content standards and instructional strategies, student data analysis and the use of performance based assessments.</p> <p><b>Consultation/Coaching</b>  Content specialists and staff work with districts to review and adopt curriculum materials, analyze achievement and discipline/attendance data, review evidence-based practices, model and plan implementation strategies.</p> <p><b>Learning Resources</b>  Lane ESD provides an array of materials for Lane County public school educators, including over 200 hands-on educational models and kits and textbooks for review. Support is provided for textbook review and curriculum adoption.</p> <p><b>Equity</b>  While Lane ESD is focused on identifying and addressing barriers to equity and access for all students, many equity issues exist in our schools, community, and college/university. Lane ESD and component districts are committed to improving educational outcomes for culturally and linguistically diverse students, students navigating poverty, and students with disabilities. This requires strong collaborative efforts and determination from the ESD and partner organizations to develop and invest in initiatives across Lane County which will systematically eliminate opportunity gaps, improve and expand access to services and supports, and build upon the assets of each student and family.</p> <p>Lane ESD is a member of the Equity and Community Consortium (representatives from 13 Eugene/Springfield area public agencies collaborating on equity and human rights issues). Lane ESD collaborates with equity and community organizations such as NAACP, Blacks In Government (BIG), Centro Latino Americano and Connected Lane County member organizations to strengthen, expand and integrate our efforts to address equity issues in our community. Collaborative efforts may include active participation in grants, initiatives, and community-based activities.</p>
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# Local Service Plan

## 2023-25

	<p>Current priorities are using culturally sustaining instructional practices for the implementation of professional development and supporting the development and enhancement of teacher pathways programs for diverse students interested in the field of education.</p> <p><b>Partnerships</b></p> <p>Lane ESD is active in state-wide, regional and community partnership to further the identified instructional improvement goals of component districts. Lane ESD is a member of the ODE-OAESD Program Cabinet whose goal is to support effective communication and implementation of ODE initiatives. In addition Lane ESD serves as the backbone organization for the Regional Achievement Collaborative (Connected Lane County) and the STEM Hub (Lane STEM).</p> <p>The ESD regularly submits grants on behalf of a consortium of districts, including community and business partners.</p>
Goals	<p>The goals of the School Improvement service area align with Lane ESD's Strategic Plan, specifically:</p> <ul style="list-style-type: none"><li>• Create and implement innovative initiatives that directly influence student success</li><li>• Supporting best instructional practices</li><li>• Modeling and promoting equitable practice for all</li></ul>
Budget	<p>For 2023-25 School Improvement Services are fully funded and available to all districts. Districts do not need to order the service or use their Flex Fund allocation to cover the cost of the service.</p>

## Services in School Improvement

### Career & Technical Education

<p><b>Service Description</b></p>	<p>Career and Technical Education (CTE) staff provides leadership and services to districts for students to enhance 21<sup>st</sup> century technical skills, career exploration, and successful transition to work or extended schooling.</p> <p>LES D Specialists and staff provides technical assistance to instructors, counselors, and administrators on:</p> <ul style="list-style-type: none"> <li>• Innovative curriculum;</li> <li>• Employment preparation;</li> <li>• Alignment with secondary graduation requirements;</li> <li>• Services to reduce duplication given limited resources.</li> </ul> <p><b>Partnerships with Colleges &amp; Districts</b> CTE Specialists and staff facilitate partnerships between area colleges and districts to address alternative learning options for students to obtain college and/or high school credit.</p> <p><b>Career Counseling and Guidance</b> Staff works to enhance community and college partnerships for career exploration, workplace readiness, and technical skill development.</p> 
<p><b>Goals</b></p>	<ul style="list-style-type: none"> <li>• Provide professional development to instructors on Career and Technical Education program design, curriculum and assessment.</li> <li>• Facilitate high school and post-secondary partnerships to support student transitions to college and career opportunities.</li> <li>• Develop business and community partnerships at local, regional and national levels to enhance learning opportunities for students.</li> <li>• Connect Career and Technical Education programs with businesses through sponsoring and coordinating regional events that provide students with career-related experiences.</li> </ul>
<p><b>Budget</b></p>	<p>The annual budget allocation for this service is based on the districts' annual service orders for the service.</p>



**Tragedy Response**

Service Description	Lane ESD coordinates annual training for district tragedy response team members on behalf of subscribing districts.
Goals	<ul style="list-style-type: none"> <li>• Provide districts with cost effective training.</li> <li>• Maximize operational efficiencies for component school districts in maintaining a county-wide Tragedy Responses Network.</li> </ul>
Budget	The annual budget allocation for this service is based on the districts' annual service orders for the service.

**Librarian Services**

Service Description	Lane ESDs Librarian supports districts in meeting Division 22 standards regarding library and media services.
Goals	<ul style="list-style-type: none"> <li>• Provide training to classified staff assigned to school libraries</li> <li>• Assist with culling library collections and selecting materials</li> <li>• Assist districts in meeting Division 22 standards.</li> </ul>
Budget	The annual budget allocation for this service is based on the districts' annual service orders for the service.

**Attendance/Tuancy and Advocacy Services**

Service Description	<p>Lane ESD provides truancy officers and advocates to assist parents and districts in returning truant students to the classroom. Assistance is also provided in referring persistent truancy cases to Lane County Juvenile Court, Services to Children and Families, or citations for failure to maintain a child in school.</p> <p>This is a state mandated service to districts with less than 1,000 students.</p> <p>Lane ESD also coordinates the work of Conference Officers on behalf of local districts.</p>
Goals	<ul style="list-style-type: none"> <li>• Assist component school districts in meeting the requirements of the Oregon Revised Statutes regarding mandatory school attendance.</li> <li>• Improve student learning and enhance quality education by supporting district efforts to maintain student attendance and recapture ADM funding.</li> <li>• Provide services that allow districts to utilize the ESD's economies of scale and expertise to reduce their administrative costs.</li> </ul>
Budget	Attendance/Tuancy Services are fee-based.



**Lane ESD Student Success Act Comprehensive Support Plan<sup>1</sup>**

<p>Service Description</p>	<p>The 2020 Lane ESD Student Investment Act (SIA) Plan is designed to support districts in meeting students' mental or behavioral health needs, and increasing academic achievement for students, including reducing academic disparities for students navigating poverty, homelessness, and/or foster care, students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, and students who are English language learners.</p> <p>Lane ESD will engage districts in quarterly continuous improvement self-monitoring routines, helping to align the outcomes, strategies, and activities of the Student Investment Account, Continuous Improvement Plan, High School Success Plan, and Career Technical Education.</p> <p>Additionally, Lane ESD will host programming that empowers youth, families, and community members representative of the four focal groups to inform county and district initiatives; establish and support networked learning communities to support academic success, social emotional well-being, community engagement, district capacity, and overall school and community climate; and partner with districts to provide educators and administrators high quality professional learning that supports culturally responsive-sustaining teaching and trauma-informed, restorative leadership.</p>
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1. See appendix

2023-25 Grant and Contract Services
<p><b>Carl Perkins Consortium Services</b> Lane ESD manages and supports quality Career Technical Education programs and services. Programs of Study articulate with Lane Community College Career Pathways and are based on industry needs. All districts with CTE Programs of Study are included.</p> <p><b>Advanced Manufacturing and Construction</b> This grant provides support for a regional advisory committee and industry connections to strengthen the quality of CTE Programs of Study. This grant also sponsors the Construction Utility Career Day.</p> <p><b>Apprenticeship Trades Academy</b> Through this grant, Lane ESD is able to provide opportunities for students to experience pre-apprenticeships using local Training Centers.</p> <p><b>Lane African American Black Student Success</b> The African American/Black Student Success Program improves academic outcomes for African American/Black students to achieve a vision of an equitable education system in Lane County. The project promotes regular and consistent school attendance, provides students access to culturally responsive teaching and learning supports which contribute to their academic success from early learning to post-secondary, provides rigorous skill enhancement and leadership advocacy programs, and provides students and their families support in navigating educational processes and opportunities.</p> <p><b>Lane Regional Promise</b> The overarching purpose of Lane Regional Promise is to foster a college going and career culture that guarantees well-designed opportunities for students to earn credit in college level courses and meaningful career exploration experiences that will set them on a path to a successful post-secondary future.</p> <p><b>Lane STEM (Hub)</b> Lane County education, business and community partners submitted a STEM Hub grant proposal to the Oregon Department of Education in December 2015. Lane STEM (Hub) received a 16-month planning grant award in February 2016 and in December 2016 received a program grant award. Lane ESD serves as the backbone organization for the Lane County STEM Hub. Lane STEM coordinates, promotes and supports STEM education in Lane County by integrating science, technology, engineering, and math in the classroom and beyond. The STEM Hub provides teachers in Lane County with connections to STEM professionals (engineers, scientists,</p>



technicians, and analysts) and offers resources for Lane County educators, industry professionals, families, and community members. The vision of Lane STEM is to 1) ignite student interest in, and fuel preparation for, STEM careers; 2) create a STEM-literate citizenry well-positioned to make sound decisions and participate in community STEM-related discourse; 3) foster a diversity of confident educators and students applying and innovating with STEM concepts.

### ***Migrant Education – Title IC***

Lane ESD coordinates a regional Migrant Education Program consortium serving Lane and Douglas counties including 29 school districts. MEP services provide supplemental instruction, community outreach and parent involvement for eligible MEP students including summer school and pre-school.

### ***Multi-Tiered System of Supports (MTSS) Regional Coaching***

The focus of the Oregon Multi-Tiered System of Supports (MTSS) project is the implementation of a cohesive evidence-based professional development and coaching network to support the implementation of MTSS for academics and behavior. Through integrated supports, Oregon has a statewide network of high quality coaches, and is increasing the number of districts implementing MTSS with fidelity, ultimately increasing student outcomes for students with disabilities.

### ***English Language Learners – Title III***

ELL services include technical assistance and training on ESL curriculum alignment and integrating English Language Proficiency standards into the regular curriculum.

### ***Curriculum Directors and Rural School Network***

This network is composed of district and building administrators from all 16 component districts. A major component of this network is creating differentiated ways for districts to collaborate with each other and share resources and best practices. This work is based on the Oregon Equity Lens, and other State-led initiatives including but not limited to the Student Success Act.

### ***Western Regional Educator Network (WREN)***

The Western REN is an educator-led, improvement-focused network that elevates and embraces teachers' voice by emphasizing the Equity Lens to interrupt historical patterns of inequities and support educators through every stage of their career from recruitment through retirement by creating more inclusive and empowering school cultures. In 2017, Oregon Legislature passed [Senate Bill 182](#) which created the [Educator Advancement Council \(EAC\)](#), an innovative public/nonprofit partnership designed to support public educators. Through this bill, the EAC was charged with the task of creating local educator networks. These ten networks or "Regional Educator Networks" (REN) are designed to create a seamless system through three major vehicles: teacher voice, an equity lens, and a continuous improvement model.

Our Regional Educator Network (Region C), called the Western Regional Educator Network (WREN), encompasses twenty-eight school districts spanning the Lane ESD and Linn-Benton-Lincoln ESD Region.

### ***Grow Your Own Education Pathways Program***

The Lane County Equity Consortium (LCEC) is a collaborative partnership between the Lane ESD Component Districts (Bethel SD, Eugene 4J, and Springfield SD) and local Education Preparation Programs (Lane Community College, UO, Pacific University, and Bushnell University). These organizations are working together to transform teacher preparation by designing a single pipeline capable of producing effective, culturally and linguistically diverse teachers. The program addresses four distinct areas including recruitment-selection, clinical practice, hiring-placement, and induction supports centered on building culturally responsive affinity groups. Through this funding, we are expanding the current pathways program by adding new partners, strategies, and activities that had not previously been made possible due to funding constraints that will ensure degree completion for our teacher candidates. These efforts will help pursue our goals of diversifying the K-12 education workforce throughout Lane County.



Technology Services

Infrastructural Technology

<p>Service Description</p>	<p>Lane ESD offers component districts a variety of technology services to support student learning and staff productivity. In small districts technology supports focus on escalated response needs and interaction with contracted service providers; in large districts services are project-based with a specified allocation of service hours, augmenting district technology expertise. Lane ESD technology offerings include:</p> <ul style="list-style-type: none"> <li>• Managed network connectivity, including CIPA compliant filtering, and intrusion protection;</li> <li>• Coordination and engineering support to district initiatives, including securing new implementations;</li> <li>• Hosted services, e.g. email, web, and library services;</li> <li>• Professional development to district technology support staff;</li> <li>• Network engineering and support in the design of districts' infrastructures, with an emphasis on securing infrastructure;</li> <li>• Assistance in the writing, coordination, and implementation of grant activities related to technology infrastructures, including assistance with the filing of eRate;</li> <li>• Internship hiring and placement for college students into an education technology environment;</li> <li>• Erate support to districts through the Universal Service Administration Company's (USAC) Schools and Libraries Program, commonly known as the E-rate Program, to help ensure that schools and libraries obtain high-speed internet access and telecommunications at affordable rates. Each year, the E-rate program offers over \$3.9 billion to bring internet services to classrooms and libraries, providing discounts ranging from 20 to 90 percent to eligible schools and libraries on eligible products and services.</li> </ul> <p>Lane ESD assists districts in applying for and tracking E-rate funding while making sure each district stays in compliance with program rules. Our goal is to help school districts maximize each dollar and get the most out of the E-rate program and any technological funding stream available to the districts.</p>
<p>Goals</p>	<ul style="list-style-type: none"> <li>• Enhance the current network infrastructure to support scalable instructional needs of the component districts, including systems for the effective utilization of network resources in a secure manner.</li> <li>• Develop internal component district technology infrastructures to support robust long-range instructional needs, and to ensure staff and student usability, and security.</li> </ul>
<p>Budget</p>	<p>2023-25 Technology Services are fully funded and available to all districts. Districts do not need to order the service or use their Flex Fund allocation to cover the cost of the service.</p>



2023-25 Grant and Contract Services

**LCC Contract**

LESD Technology functions as the Internet Service Provision (ISP) and remote campus connectivity for Lane Community College (LCC). LESD and LCC began a recurring contract in 2005-06 that provides needed services to LCC and entrepreneurial funding to serve Lane County districts. Lane County districts have benefited from the LCC relationship and revenue in the following ways:

- Network core upgrade purchases (e.g. costly core routing systems, firewall)
- Common wide area network across 16 districts and all LCC sites simplifying instructional access
- Funding for development and "proof of concept" endeavors in direct support to districts



Administrative Services

**Business Services**

<p>Service Description</p>	<p>Lane ESD's Business Office can provide services to districts on either a short term or annual basis. Services include:</p> <ul style="list-style-type: none"> <li>• Payroll</li> <li>• Accounts Payable</li> <li>• Budget Preparation</li> <li>• Audit preparation</li> <li>• Financial reporting and management for grants</li> <li>• Monthly financial reports to Boards</li> <li>• Financial reporting to the Oregon Department of Education</li> <li>• Communication Support Services</li> </ul>
<p>Goals</p>	<ul style="list-style-type: none"> <li>• Assist component school districts in meeting the requirements of the Oregon Revised Statutes regarding local budget law and investments, IRS payroll and accounts payable regulations and Generally Accepted Accounting Principles.</li> <li>• Improve student learning and enhancing quality education by providing accurate budget information to allow the districts to maximize the use of available funds for instructional services.</li> <li>• Provide professional development opportunities at the bi-monthly meeting of the Lane County Business Officials.</li> <li>• Provide services that allow districts to utilize the ESD's economies of scale and expertise to reduce their administrative costs.</li> </ul>
<p>Budget</p>	<p>The annual budget allocation for this service is based on the districts' annual service orders for the service.</p>

**Courier Services**

<p>Service Description</p>	<p>Lane ESD's courier services provides an efficient and secure method of moving materials between the ESD, districts and other public agencies.</p> <ul style="list-style-type: none"> <li>• Weekly delivery services to subscribing districts, supporting both inter- and intra-district mail and instructional materials delivery for component districts</li> <li>• Secure and confidential delivery of Student Records, including Special Education records</li> <li>• Pick-up and delivery of instructional materials provided by Lane ESD to component districts including Media Materials (science kits, models, etc.), and audience response systems</li> <li>• Movement of specialized equipment for special education classrooms</li> <li>• Customized services to Eugene and Springfield Schools Districts to interface with district courier.</li> </ul>
<p>Goals</p>	<ul style="list-style-type: none"> <li>• Provide cost-effective, timely, accurate and courteous courier services to all component school districts.</li> </ul>
<p>Budget</p>	<p>The annual budget allocation for this service is based on the districts' annual service orders for the service.</p>



Administrative Services

Human Resources

<p><b>Service Description</b></p>	<p>HR Essential Services - ESD Human Resources can provide contracted daily, seasonal, and emergency essential human resources services at a generalist, specialist, or higher-level coverage to school districts. Services can include HR administrative functions necessary to continue the daily operations or critical operations in an emergency so that work on tasks and service delivery can continue uninterrupted. Service areas also include special research projects and HR audits.</p> <ul style="list-style-type: none"> <li>● HR Help Desk Services – Use the ESD Human Resources Team to manage and help to resolve employee issues efficiently and requests concerning benefits, payroll, licensure, recruitment, onboarding, medical leaves (Family Medical Leave (FMLA), Oregon Family Leave (OFLA), Paid Leave Oregon), ADA reasonable accommodation request, Light Duty Programs, Employee Corrective Action/Progressive Discipline, New Manager Training, plus help with occupational health and safety laws and regulations compliance.</li> <li>● ESD Key Role Search – Upon request, the ESD Human Resources may assist the component school district in selecting a new key role search, including prior to posting understanding a school district's culture, establishing candidates' specific requirements, desired qualities, and qualifications, discussing strategies for filling the vacancy followed by supporting the periods of recruitment, reference checks, interviews, and candidate selection. The ESD Human Resources may also serve as a liaison between a recruitment entity and the Superintendent or Board to help orchestrate the placement service.</li> <li>● ESD Legal Services – Draw on the expertise of an interconnected team of lawyers offering you critical and timely support for your school district's complex and sensitive issues. The comprehensive legal services include:             <ul style="list-style-type: none"> <li>○ Bond Measures</li> <li>○ Business, Corporate, &amp; Related Litigation</li> <li>○ Civil Rights, including Title VII &amp; Title IX Investigations</li> <li>○ Complex Civil Litigation</li> <li>○ Condemnation (Eminent Domain)</li> <li>○ Construction Law</li> <li>○ Employment &amp; Labor Law</li> <li>○ Estate Trusts &amp; Donations</li> <li>○ Human Resource Investigations</li> <li>○ Land Use</li> <li>○ Mediation &amp; Arbitration</li> <li>○ Negotiations</li> <li>○ Personal Injury</li> <li>○ Professional Licensing Actions (Administrative Law)</li> <li>○ Professional Negligence</li> <li>○ Public Contract</li> <li>○ Real Estate Disputes, Transactions &amp; Land Use Law</li> <li>○ School &amp; Public Entity Law</li> <li>○ Special Education</li> <li>○ Student Investigations</li> <li>○ Trust Administration</li> <li>○ Workplace Torts Defense</li> </ul> </li> </ul> <p>An additional benefit to ESD Legal Services enrolled districts will have access to Legal Sessions and Presentations such as Ask Me Anything Session - 101 School Law, Special Education Edition Series, and Legislative School Law Updates.</p>
<p><b>Goals</b></p>	<p>The purpose of the HR coverage is to help maintain the school district's essential mission and operations.</p>
<p><b>Budget</b></p>	<p>The annual budget allocation for this service is based on the districts' annual service orders for the service.</p>



*Administrative Services*

**Substitute Teacher List Subscription**

Service Description	Lane ESD's Substitute Teacher Registration subscription provides an efficient method of ensuring that substitute teachers have completed required background checks and annual training requirements.
Goals	<ul style="list-style-type: none"> <li>• Provision of annual application process to register new teacher substitutes</li> <li>• Provision and monitoring of annual training requirements</li> <li>• Completion of annual "intent to return" and usual and customary break periods notice</li> <li>• Verification of valid teacher licensure</li> </ul>
Budget	The annual budget allocation for this service is based on the districts' annual service orders for the service.

<p><b>2023-25 Grant and Contract Services</b></p>
<p><b><i>Inter-Library Courier</i></b> Lane ESD provides pick-up and delivery of interlibrary loan materials to the Lane County Libraries consortium.</p> <p><b><i>Substitute Teacher List Subscription</i></b> Lane ESD Substitute Teacher List subscription services to private and alternative schools.</p>



		Relevant Strategy				
		S 1	S 2	S 3	S 4	S 5
Outcome	Lane County districts engage in quarterly continuous improvement self-monitoring routines (SIA, CIP, HSS, CTE, EDM, EIS alignment).		X	X		
Outcome	Youth, families, and community members representative of our focal groups are empowered to inform district continuous improvement planning and implementation.	X	X	X	X	X
Outcome	Networked Learning communities can be linked with positive changes in academic success, social emotional well being, community engagement, district capacity, and overall school and community climate.	X	X	X	X	X
Outcome	District educators and administrators have access to high quality professional learning that supports culturally responsive-sustaining teaching and trauma-informed, restorative leadership.	X	X	X	X	X
Strategy #1	Embed Creating Communities of Belonging content across professional learning for all content areas.					
Strategy #2	Amplify youth, Black/African American, Latinx, Native American, and South Pacific Asian voices in Lane County through coordination of Youth Equity Council and connection to families and local cultural organizations.					
Strategy #3	Host networked learning communities that use diverse, disaggregated data to inform plan implementation, support authentic two-way community engagement, and drive equitable decision-making and resource allocation in an ongoing continuous improvement process.					
Strategy #4	Facilitate communities of practice aligned to SIA priorities (closing disparities in academic achievement and supporting mental/behavioral health) and shared district strategies.					



# Local Service Plan

## 2023-25

Strategy #5	Support recruitment and preparation of diverse teacher candidates through certification and hiring processes.					
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		21-22 BUDGETED COST		22-23 PROJECTED COST	
Strategy 1	Embed Creating Communities of Belonging content across professional learning for all content areas.	\$ 160,000.00		\$ 132,500.00	
Strategy 2	Amplify youth, Black/African American, Latinx, Native American, and South Pacific Asian voices in Lane County through coordination of Youth Equity Council and connection to families and local cultural organizations.	\$ 348,466.00		\$ 401,000.00	
Strategy 3	Host networked learning communities that use diverse, disaggregated data to inform plan implementation, support authentic two-way community engagement, and drive equitable decision-making and resource allocation in an ongoing continuous improvement process.	\$ 495,060.00		\$ 536,540.00	
Strategy 4	Facilitate communities of practice aligned to SIA priorities (closing disparities in academic achievement and supporting mental/behavioral health) and shared district strategies.	\$ 432,000.00		\$ 547,182.56	
Strategy 5	Support recruitment and preparation of diverse teacher candidates through certification and hiring processes.	\$ 25,000.00		\$ 25,000.00	

#	Activities	Aligned Primary Strategy	2021-22	2022-23	2021-22 Budgeted Cost	Projected 2022-23 Cost	Object Code	Priority Level YEAR 1



# Local Service Plan

## 2023-25

1	Continue 1.0 FTE Data Coordinator to support quantitative and qualitative evaluation of continuous improvement process and activity implementation	S3	x	x	\$ 98,100.00	\$ 100,000.00	personnel	HIGH
2	Support districts with data collection and analysis efforts that shift the focus from longitudinal student outputs towards institutional inputs that promote educational equity, specifically for focal groups. Data is used as a lever for educational equity rather than reporting requirements.	S3	x	x	\$ 10,000.00	\$ 80,000.00	contracts	HIGH
Person/Team Responsible	<b>Outputs: Measures/Artifacts/Evidence of Successful Implementation</b>							
	100							
3	Continue .5 Office Manager to support communication and planning of SIA district engagements and networked learning events	S3	x	x	\$ 91,260.00	\$ 60,840.00	personnel	HIGH
Person/Team Responsible	<b>Outputs: Measures/Artifacts/Evidence of Successful Implementation</b>							
4	Hire .25 Attendance Advocate to identify and remove barriers for regular attendance from our smaller districts' most chronically absent students. Engage with Community of Practice of Family and	S4	*	*	\$ 25,000.00	\$ 25,000.00	personnel	HIGH



# Local Service Plan

# 2023-25

	Community Resource Specialists in order to expand best practices.								
5	Hire .6 bilingual/multicultural Community and Family Engagement Liaison to increase ongoing engagement and partnership with Latinx students and families with attention to identification of SEL/Mental Health needs. Lead Community of Practice for county Family and Community Resource Specialists. In partnership with Migrant Ed, CLC, LCC, UO, Pacific, coordinate countywide Juntos program implementation. (bridge funding to 1.0 FTE with Migrant Ed and CLC paying .2 each)	S2	x	x	<del>75,000.00</del>	\$ 100,000.00	personnel, contracts		HIGH
Person/Team Responsible	<b>Outputs: Measures/Artifacts/Evidence of Successful Implementation</b>								101
6	Networked Learning for District Leaders - Portrait of a Graduate, Community Engagement and Leading for Equity efforts	S3	x	x	140,000.00	\$ 140,000.00	contracts and materials		HIGH
7	Continue funding of 1.0 Student Success Act Administrator to lead continuous improvement processes, SIA plan implementation , and networked learning communities	S3	x	x	155,700.00	\$ 155,700.00	personnel		HIGH
Person/Team Responsible	<b>Outputs: Measures/Artifacts/Evidence of Successful Implementation</b>								



# Local Service Plan

# 2023-25

8	Continue 2.0 Social-Emotional Learning Specialists to support mental health and social-emotional networked learning communities and communities of practice, offering a range of trainings, consultations, and system level SEL & Equity supports.	<b>S4</b>	x	x	220,000.00	\$ 220,000.00	personnel	<b>HIGH</b>
Person/Team Responsible	<b>Outputs: Measures/Artifacts/Evidence of Successful Implementation</b>							
								102
9	Continue .25 Math Education Specialist to support culturally responsive implementation of shifting Oregon Math standards, including emphasis on math modeling and system detracking. Matching funds for anticipated grant award that will provide consultants for rural district +1 course development included.	<b>S1</b>	x	x	50,000.00	\$ 50,000.00	personnel and contracts	<b>HIGH</b>
10	Continue .75 ELA/SS Education Specialist to support and train districts in the writing, integration, and implementation of Foundations for Culturally Responsive Pedagogy content and support implementation of culturally responsive curriculum aligned to Oregon's new Ethnic	<b>S1</b>	x	x	110,000.00	\$ 82,500.00	personnel	<b>HIGH</b>



# Local Service Plan

2023-25

	Studies Standards, Tribal/Shared History (and other legislative requirements).								
11	Hosting BH365 and Tribal/Shared History Communities of Practice. Hosting a 1-day Lane County Ethnic Studies Symposium. Includes purchase of PK-2 BH365 texts in Year 1.	S4	x	x	110,000.00	\$ 80000 (30-50 T/SH)	contracts and stipends		HIGH
Person/Team Responsible									
12	Hire a 1.0 Youth Equity Council/Youth Voice Coordinator to oversee countywide youth governance model and connections to cultural organizations.	S2	x	x	80,000.00	\$ 80,000.00	personnel		HIGH
Person/Team Responsible	<b>Outputs: Measures/Artifacts/Evidence of Successful Implementation</b>								
13	Implement Train the Trainer and community of practice model for Patterns Science professional learning and curriculum implementation.	S4	x	x	52,000.00	\$ 52,000.00	Contracts and stipends		HIGH
Person/Team Responsible	<b>Outputs: Measures/Artifacts/Evidence of Successful Implementation</b>								

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# Local Service Plan

# 2023-25

14	Hire .25 Teacher Pathway Specialist (GYO) to coordinate Grow Your Own efforts, in collaboration with higher education institutions, district partners, the WREN, and Lane AABSS to recruit, retain, hire, and sustain future educators of color	S5	x	x	\$ 25,000.00	\$ 25,000.00	personnel	HIGH
14	Partnership with local post-secondary institutions to design and implement a community of practice for EAs/IAs to learn and implement trauma informed and culturally-responsive instructional strategies.	S4	x	x	\$ 25,000.00	\$ 125,000.00	Contracts	HIGH
Person/Team Responsible	<b>Outputs: Measures/Artifacts/Evidence of Successful Implementation</b>							
15	Support ongoing community engagement with youth, families, and community organizations representative of four focal groups - support regional Equity Directors with implementation of SB732 Equity Advisory Committees. Inclusive of CASEL/BELE Network contract.	S2	x	x	\$ 100,000.00	\$ 125,000.00	Stipends, contracts, participatory budget	HIGH
Person/Team Responsible	<b>Outputs: Measures/Artifacts/Evidence of Successful Implementation</b>							

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Local Service Plan

2023-25

16	Mental Health & Safety Team Supports, inclusive of Care for the Carers Network and a Behavioral Safety Assessment Specialist to coordinate Level 1 and 2 supports. **Paid for by state?	S4	?	x	<del>**125000</del>	\$ 125,182.56	personnel and stipends	HIGH
Person/Team Responsible	<b>Outputs: Measures/Artifacts/Evidence of Successful Implementation</b>							
17	Hire 1.0FTE Bilingual Desktop Support Technican to support Latinx families with accessing virtual curriculum and instruction, while also collecting input about their experiences to inform continuous improvement processes.	S2	x	x	\$ 93,466.00	\$ 96,000.00	personnel	HIGH
Person/Team Responsible	<b>Outputs: Measures/Artifacts/Evidence of Successful Implementation</b>							
18	Tier 2: Support for Curriculum and Framework development of mental health teaching materials, supported through Community of Practice for Health Educators	S4	x	x	**30000	**30000	Stipends and materials	MID



# Local Service Plan

2023-25

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**Lane Education Service District  
2023-25 Local Service Plan - Year One  
Eugene SD 4J District Board Action**

As required by ORS 334.175, Lane Education Service District has developed a Local Service Plan. The process in developing this plan included analysis of all resolution and core service offerings available to component school districts.

The 2023-25 Local Service Plan - Year One was developed in collaboration with component district superintendents, Lane ESD administrators and staff, and reviewed and approved by the Lane ESD Board of Directors on January 3, 2022.

The Local Service Plan contains all services mandated by law. Local Service Plan services are intended to: Improve student learning; enhance the quality of instruction provided to students; assure equitable access to resources; and maximize operational and fiscal efficiencies.

The Board of Directors of the **Eugene** School District has completed their annual review of the Lane ESD 2023-25 Local Service Plan - Year One which includes services for:

- Students with Special Needs
- Instruction, Equity and Partnerships (School Improvement)
- Technology
- Administrative and Support
- Custom Services

The Lane ESD 2023-25 Local Service Plan provides a two-year framework which must be approved annually by Lane ESD and component district boards no later than March 1 (ORS 334-175 (5)(b)).

**BE IT RESOLVED** that the Board of Directors of Lane County School District **Eugene School Districty** No. **4J** hereby authorizes the approval the Lane ESD 2023-25 Local Service Plan - Year One and requests the Lane ESD to provide the services described during the 2023-24 (year one) fiscal year in accordance with ORS 334.175.

This resolution adopted this \_\_\_\_\_ day of \_\_, 2023.

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Chairman or Clerk  
School District No. **<NUMBER>**



## ITEM FOR ACTION AT A FUTURE MEETING

### **Date of Meeting**

February 1, 2023

### **Title**

Consider Options for the original North Eugene High School Building

### **Presenters**

Andy Dey, Superintendent

Kyle Tucker, Chief Operations Officer

### **Options and Alternatives:**

The new North Eugene High School is slated to open fall of 2023.

If the original North Eugene High School building remains for a new program use, we would anticipate an estimated \$30,000,000 to cover costs related to deferred building maintenance, district standard upgrades, and city system development charges (SDCs) related to the new building (due to lost SDC credits). This initial estimated \$30,000,000 does not include any renovations/building modifications for a new program within the original building. These renovations/building modifications would add to the estimated costs at this site. This option leaves the new North Eugene High School with about half of the field area of other district high schools.

If the building is demolished and replaced with fields, we anticipate an estimated cost of \$12,000,000. This option would provide a substantial cost credit toward the SDC's for the new building, would add two grass soccer sized fields side by side bringing the new North Eugene High School field area in alignment with other district high schools, and would make improvements to the site's safe routes to school.

### **Recommendation**

The superintendent will make a recommendation.