

Agenda

1. Call to Order and Roll Check

Presenter: Board Chair Rebecca Dyson

2. Land Acknowledgment

Presenter: Board Chair Rebecca Dyson

3. Adoption of Agenda *(At this time, Board members are provided the opportunity to amend the Regular Session agenda)*

Presenter: Board Chair Rebecca Dyson

4. Consent Agenda *(All items may be adopted by a single motion unless pulled for special consideration.)*

Presenter: Board Chair Rebecca Dyson

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Presenter: AMS Principal, Steve Retzlaff	
6. Finance Report 10 min.	
Presenter: Director of Business Services Sherry Ely	
A. <u>Finance Report for the period ending January 31, 2026</u>	161
Presenter: Director of Business Services Sherry Ely	
7. 2026-27 SOESD Local Services Plan (ACTION ITEM) 15 min.	169
Presenter: SOESD Superintendent Mark Angle-Hobson	
8. Recurring Reports 15 min.	
A. <u>OSEA Report</u>	
Presenter: OSEA Representative James Johnson	
B. <u>AEA Report</u>	
Presenter: AEA Representative Alan Parowski	
C. <u>Student-Board Representative Report</u>	

Presenter: Student Board Representatives Alice Carnahan & Milo Leiserson

9. Board Reports 10 min.

Presenter: Board Chair Rebecca Dyson

10. Superintendent Report 15 min.

Presenter: Superintendent Joseph Hattrick

A. ACTION ITEM: Resolution Recognizing March 2-6, 2026, as Classified

Employee Appreciation Week

Presenter: Superintendent Joseph Hattrick

B. Transformation Update

Presenter: Superintendent Joseph Hattrick

11. Hear Public Comments (*The Ashland School District Board of Directors reserves this time for individuals to relay comments in writing to the Board regarding topics, not on the printed agenda.*)

Presenter: Board Chair Rebecca Dyson

12. Unfinished Business - None

Presenter: Board Chair Rebecca Dyson

13. New Business

Presenter: Board Chair Rebecca Dyson

A. ACTION ITEM: 2026-27 Budget Committee Member Appointment 233

Presenter: Board Chair Rebecca Dyson

B. ACTION ITEM: Youth Activities and Academics Levy (YAAL) Request for

Ballot Title

Presenter: Board Chair Rebecca Dyson

C. ACTION ITEM: Work Session Meeting Location

Presenter: Board Chair Rebecca Dyson

14. Announcements and Appointments

Presenter: Board Chair Rebecca Dyson

A. The board will hold a work session on Thursday, February 26, 2026, at 6:30 p.m. in the District Office, 885 Siskiyou Blvd., Ashland.

B. The next Regular Session meeting will be held on Thursday, March 12, 2026, at 6:30 p.m. in the City Council Chamber, 1175 E. Main St., Ashland.

15. Executive Session

Executive Session is being called under ORS 192.660(2)(i) to review and evaluate the performance of the chief executive officer or any other public officer, employee or staff member, unless the person whose performance is being reviewed and evaluated requests an open hearing.

Presenter: Board Chair Rebecca Dyson

16. Return to Open Session

Presenter: Board Chair Rebecca Dyson

17. Adjourn

Presenter: Board Chair Rebecca Dyson

Minutes

1. Call to Order and Roll Check

Chair Dyson called the meeting to order at 6:31 PM. Roll check confirmed that all board members were present: Chair Dyson, Vice Chair Hatch, Director Ferguson, Director Ruby, and Director Rooklyn.

2. Land Acknowledgment

Student Board Representative, Milo Leiserson, read the Land Acknowledgement aloud.

3. Adoption of Agenda

❖ **Motion:** Director Ruby moved, and Director Rooklyn seconded adoption of the agenda as presented.

Aye: Ferguson, Dyson, Hatch, Rooklyn, Ruby

Nay: none

Result: The motion carried by unanimous vote of the five members.

4. Consent Agenda *(All items may be adopted by a single motion unless pulled for special consideration.)*

Director Ruby requested the following clarifications on Policies KBA and GCAB - Policy KBA will have an associated AR, and the language in GCAB came directly from OSBA.

❖ **Motion:** Director Rooklyn moved, and Vice Chair Hatch seconded approval of the consent agenda.

Aye: Ferguson, Dyson, Hatch, Rooklyn, Ruby

Nay: none

Result: The motion carried by unanimous vote of the five members.

4.A. Approval of Minutes

4.B. Personnel Report for January

4.C. Enrollment Report for January

4.D. Boys Head Volleyball Coach MOA

4.E. Policy Updates

4.E.1) **First Read**

4.E.1)a. Policy JHCA Immunization, School Sports Participation, Concussions and Other Brain Injuries

4.E.2) **Second Read/ Adoption**

4.E.2)a. Policy KBA Public Records Request

4.E.2)b. Policy IKJ Artificial Intelligence

4.E.2)c. Policy CEA Educational Equity Advisory Committee

4.E.2)d. Policy DBEA Budget Committee

4.E.2)e. Policy JOA Directory Information

4.E.2)f. Policy JHFE/GBNAB Suspected Abuse of a Child

4.E.2)g. Policy GCAB Personal Electronic Devices and Social Media - Staff

4.E.2)h. Policy GCAA Standards for Competent and Ethical Performance of Oregon Educators

4.E.2)i. Policy LBEA Denial for Virtual Public Charter School Student Enrollment

4.E.2)j. Policy GBDA Expression of Milk or Breastfeeding in the Workplace

4.E.2)k. Policy IF District Curriculum

4.E.2)l. Policy IIA Instructional Materials

5. School Presentation: Bellview

Principal Christine McCollom presented an overview of Bellview's School Improvement Plan, highlighting growth in ELA and Math. Goals include increasing the percentage of students at or above grade level in ELA and Math and maintaining or improving pro-social skills schoolwide.

She reviewed strategies, including implementation of the EL Education and 95% curricula, use of IXL, PLC collaboration, daily workshop time, and Bellview's MAPS model with blended classrooms and team teaching. She noted baseline data is still being established due to new assessment tools and that this is the first year of the new ELA curriculum and IXL.

Principal McCollom also reviewed Math Studio supports, SEL assessment using the Strengths and Difficulties Survey, supplemental materials for learning gaps, and efforts to support a welcoming and inclusive school culture using YouthTruth data and programs such as Kindness Club, Student Council, and Playworks. She noted the PBIS/EDI team ensures alignment with the district’s focus on belonging and dignity.

6. Bond Report

Executive Director of Operations Steve Mitzel announced the official completion of the 2019 Ashland School District Capital Bond Initiative. He expressed appreciation to the many individuals and groups whose efforts made the successful completion of the bond projects possible, including Robby Moles and Rebecca Bjornson, site principals and staff, and departments that were impacted by construction work throughout the process.

He also acknowledged the leadership and contributions of past board members, district business leadership—beginning with Jordan Ely and concluding with Sherry Ely—as well as Superintendent Raymond, Superintendent Bogdanove, and Superintendent Hattrick for their guidance at different phases of the bond. He thanked the contractors and project partners for their work and collaboration, noting that the completion of the bond represents a significant milestone for the district and reflects years of coordinated effort and commitment to improving district facilities.

6.A. Bond Wrap-up Report

HMK owners Chris McKay and David McKay, along with Project Director Josh Whitaker, presented a final wrap-up report on the 2019 Capital Bond Program. They expressed appreciation for the partnership and specifically thanked Executive Director of Operations Steve Mitzel for his leadership and support throughout the projects.

They reviewed the original bond goals, which included improving health and safety, flexibility and adaptability, sustainability and energy efficiency, inclusiveness, financial stewardship, standardization of facility systems, and long-term planning. Projects ultimately included districtwide safety enhancements; HVAC, mechanical, electrical, and plumbing upgrades; seismic improvements; bathroom upgrades; technology infrastructure improvements; and major renovations or replacements at Walker, Helman, Ashland Middle School, and Ashland High School.

Chris McKay noted the district’s emphasis on transparency, including monthly board updates, oversight committee involvement, design teams, and ongoing communication, as well as a focus on sustainability and standardization of systems across the district. An overview of each major project was provided, highlighting improvements at each site.

The Ashland School District Executive Team identified recommendations for future bond planning, including additional upgrades at Helman, Ashland Middle School, and Ashland High School; minimal updates at Walker; and relocating the District Office off the high school campus.

A financial summary was presented, noting that the district issued approximately \$107.38 million in bonds and, through premiums, grants, and reinvestments, delivered approximately \$151.57 million in capital improvements. The district is expected to complete the program with approximately \$4 million remaining. The board will determine how to allocate the remaining funds.

Board members expressed appreciation to HMK and all involved for their professionalism and collaboration, and thanked staff and partners for the successful completion of the bond program. It was noted that a future bond planning process may begin in approximately four to five years.

7. La Clinica Annual Report

La Clinica Business Development Director Elise Travertini presented an overview of services offered at the student-based health center located on the Ashland High School campus. She reported that data shows increased utilization of the health center since 2022, based on three years of data.

She shared that grant funding has supported renovations to the clinic space. Students access the center for both medical and behavioral health services, and youth and families may also receive assistance connecting to community resources. She reviewed the PHLOW program, a consultative model that partners with medical providers, and described substance use intervention and prevention efforts, including collaboration with school counselors to provide screening, the Teen Intervene program, and treatment supports. She also noted that the opioid prevention curriculum used in classrooms is called *Catch Your Breath*.

Ms. Travertini shared that students may walk in for services and that youth are often their strongest advocates. She also discussed the potential to expand access to students from other schools, noting that services would continue to be provided on the high school campus.

8. Science & Health Curriculum Adoption Updates

Science Review: AMS Vice Principal Rebecca Gyarmathy provided an update on the science curriculum review process and the research currently underway. She is leading the Science Curriculum Committee, which includes representation from all school sites.

She reported that the committee reviewed SBAC data to assess the current Amplify curriculum and is using the ODE rubric, along with district priorities, to evaluate curriculum options. Key criteria include support for blended classrooms, alignment with culturally responsive standards, availability of physical materials, and ease of implementation.

The committee has narrowed its consideration to either continuing with Amplify or shifting to OpenSciEd for grades K–8, and updating AP textbooks for grades 9–12, including biology and environmental science.

Ms. Gyarmathy shared that the committee will hold three more meetings and plans to present a K–12 recommendation to the board in March, with hoped-for approval in April to order materials for Fall 2026 implementation.

Health Review: AHS Vice Principals Becca Laroi and Hillary Cusenza provided an update on the health curriculum review process and the research currently underway. They reported that data shows high levels of student engagement in health and wellness at both AMS and AHS.

Health education standards include:

- Wellness and health promotion
- Safety and first aid
- Substance use prevention
- Nutrition and physical activity
- Social-emotional and mental health
- Healthy relationships and violence prevention
- Growth and development
- Sexual and reproductive health

They noted that curriculum options are limited and that the ODE has already completed significant work identifying curricula aligned with these standards.

Ms. Laroi and Cusenza shared that the committee is using a decision-making matrix to evaluate alignment, content, diversity, and inclusiveness, and is currently reviewing the following options: The Great Body Shop for grades K–5; Live Well Middle School Health and The Great Body Shop for grades 6–8; and Live Well Comprehensive High School Health for grades 9–12.

They also noted that the MAPS program will pilot the *Comprehensive Instructor Manual: Sexuality Education for People with Developmental Disabilities*. Next steps include the committee meeting to share evaluation notes and discuss options before bringing a proposal to the School Board.

9. Finance Report

9.A. Finance Report for the period ending Dec. 31, 2025

Director of Business Services Sherry Ely reported adjustments to the December financials, including updating revenue and the Beginning Fund Balance to audited actuals. This reduced the prior estimate by approximately \$300,000 but remains \$169,000 above budget. She also reduced State School Fund revenue to reflect the deposit of transportation depreciation into Fund 277, with the Bus Replacement Fund deposit to be made in January.

On the expenditure side, she reported moving certain salary expenses from IDEA to the General Fund to address overspending in the IDEA fund and adjusting insurance expenses to reflect the need for additional supplementation. She noted that future budgeting will need to account for continued reductions in IDEA funding and the need to cover certain salary costs through the General Fund or other sources. With these adjustments, she projects an Ending Fund Balance of approximately \$3.347 million, representing 7.62%.

10. 2024-25 Audit Report

Sorren Auditor Ben Cohn presented the final audit report for the district's 2024–25 financial statements. He reviewed the auditor's responsibilities, noting that the audit provides reasonable assurance that there are no material misstatements and is conducted on a test basis focused on the largest transactions. He also noted an *emphasis of matter* related to a change in accounting practices.

The auditor reported that there were no material weaknesses identified. One discrepancy was noted as a repeat finding from the prior year, but it was classified as low risk. Tests of the financial statements did not identify any major concerns;

however, the auditors noted overspending in one category, budgeting of negative fund balances, and that some resolutions were not signed by the board. The auditor also reviewed the letter to governance, which referenced GASB 101 related to accounting for employee leave.

The auditor reported that district management corrected all items identified during the audit. Recommendations included enhancing internal controls through a monthly reconciliation process, a year-end closing schedule, clearer assignment of preparer and reviewer responsibilities, and improved document retention practices. These items are included in the district's written corrective action plan.

Board members asked clarifying questions regarding deferred inflows and outflows and the flow of loan funds, which staff addressed. A board member also requested information on the number of district buses, which Superintendent Hattrick will provide. Board members thanked Director Ely and the auditors for their work.

{It was nearing 9 pm; board members moved to extend the meeting by 30 minutes.}

- ❖ **Motion:** Vice Chair Hatch moved, and Director Rooklyn seconded to extend the meeting by 30 minutes.
Aye: Ferguson, Dyson, Hatch, Rooklyn, Ruby
Nay: none
Result: The motion carried by unanimous vote of the five members.

After all questions were answered and gratitude expressed, the board approved the corrective action plan as written.

- ❖ **Motion:** Director Ruby moved, and Vice Chair Hatch seconded to approve the corrective action plan as presented.
Aye: Ferguson, Dyson, Hatch, Rooklyn, Ruby
Nay: none
Result: The motion carried by unanimous vote of the five members.

11. Recurring Reports

11.A. OSEA Report – None

11.B. AEA Report

AEA Representative Alan Parowski thanked the School Board for its partnership and dedication on behalf of the Ashland Education Association. He shared highlights from across the district, noting a busy winter season with strong student participation in activities, athletics, arts, and academic competitions.

He also noted schoolwide efforts focused on dignity, belonging, and student leadership, as well as staff efforts to navigate and strengthen blended classroom models. Districtwide initiatives and events were highlighted, including assemblies, student activities, and experiential learning opportunities. Mr. Parowski concluded by noting staff interest in future planning, including anticipation of the 2026–27 district calendar.

11.C. Student-Board Representative Report

Student Board Representatives Alice Carnahan and Milo Leiserson shared highlights of recent student activities and accomplishments. They reported on upcoming finals week, promotion of the new “off and away” cell phone policy, and student involvement in the AHS principal interview process. They also noted a successful food drive, student-led fundraisers, and ongoing participation in winter athletics, including basketball, swimming, wrestling, and rowing.

12. Board Reports

Board members shared updates on recent community engagement, legislative outreach, and student activities. Several members reported attending the Ashland High School Winter Fine Arts Festival and other student and school community events, including the TRAILS Solstice celebration. Board members also participated in a legislative reception, where discussions focused on shared priorities and the importance of proactively communicating the district's needs and concerns to legislators. It was noted that while enrollment decline is a statewide issue, Ashland's decline is significantly greater than in many other districts, underscoring the need to clearly communicate the district's unique circumstances to state leaders and to emphasize fiscal responsibility within the district.

Additional updates included participation in community meetings, such as the Ashland Attainable Housing Project, as well as ongoing informal community engagement and outreach activities.

13. Hear Public Comments (*The Ashland School District Board of Directors reserves this time for individuals to relay comments in writing to the Board regarding topics, not on the printed agenda.*)

Community member Jim Westrick spoke during public comment regarding the completion of the bond program and expressed strong appreciation for Executive Director of Operations Steve Mitzel's leadership throughout the project. He praised Mr. Mitzel's professionalism, integrity, and ethical approach, noting that he navigated complex challenges with transparency and respect. Mr. Westrick stated that Mr. Mitzel dedicated far more time and effort than required and credited him with bringing heart and commitment to the work of improving the district. He concluded by offering heartfelt thanks for Mr. Mitzel's service and leadership on behalf of the community.

14. Superintendent Report

Superintendent Hattrick announced Ashland High School's January Rotary Student of the Month, Leo Chase, recognizing his involvement in *The Catalyst* and *Rogue News* and his passion for storytelling and writing.

He welcomed everyone back for the new year and provided several district updates. He reported that deconstruction at Lincoln School is complete and that the district is currently awaiting engineering reports.

He shared that the final round of Ashland High School principal interviews was completed the previous evening, including interviews with students, staff, and parents. Superintendent Hattrick will conduct reference checks and plans to bring a recommendation to the Board at the next meeting.

He also provided an update on the consolidation engagement timeline, noting that data collection is underway and that leadership team review of the data will begin next week. He shared that a more detailed timeline will be developed and that information will continue to be posted on the district website.

Finally, Superintendent Hattrick reported on the state accountability bill, noting that the district currently uses IXL for interim assessments, which does not meet the Oregon State Board of Education requirements. He shared that the district plans to provide testimony to the state regarding this issue.

14.A. School Board Appreciation

Superintendent Hattrick read a proclamation recognizing the Ashland School Board members in honor of Oregon's School Board Recognition Month. He encouraged the community to acknowledge the many hours of volunteer service board members contribute on behalf of students and the district. He expressed appreciation for the Board's service and specifically recognized Rebecca Dyson, Russell Hatch, Dan Ruby, Deltra Ferguson, Jordan Rooklyn, and Student Board Representatives Alice Carnahan and Milo Leiserson. He thanked the Board for their leadership, noting their humility, respect, and commitment to the care of students and the community.

{It was nearing 9:30 pm, and the board moved to extend the meeting by 30 minutes.}

- ❖ **Motion:** Director Rooklyn moved, and Vice Chair Hatch seconded to extend the meeting by 30 minutes.

Aye: Ferguson, Dyson, Hatch, Rooklyn, Ruby

Nay: none

Result: The motion carried by unanimous vote of the five members.

15. Unfinished Business – None

16. New Business

16.A. ACTION ITEM: 2026-27 Budget Calendar

Superintendent Hattrick presented the timeline for the 2026-27 budget cycle and recommended that the board adopt the presented calendar.

- ❖ **Motion:** Director Ferguson moved, and Vice Chair Hatch seconded approval of the 2026-27 Budget Calendar as presented.

Aye: Rooklyn, Ruby, Ferguson, Dyson, Hatch

Nay: none

Result: The motion carried by unanimous vote of the five members.

16.B. ACTION ITEM: Update Board Meeting Schedule

Due to a scheduling change, the board has agreed to move the regular board meeting from Feb. 5th to Feb. 12.

❖ **Motion:** Director Rooklyn moved, and Vice Chair Hatch seconded approval of the amended 2025-26 Board Meeting Schedule.

Aye: Rooklyn, Ruby, Ferguson, Dyson, Hatch

Nay: none

Result: The motion carried by unanimous vote of the five members.

17. **Announcements and Appointments**

Chair Dyson read the following announcements:

17.A. The board will hold a work session on Thursday, January 22, 2026, at 6:30 p.m. on Zoom.

17.B. The next Regular Session meeting will be held on Thursday, February 12, 2026, beginning at 6:30 p.m. in the City Council Chamber, 1175 E. Main St., Ashland.

18. **Executive Session**

Chair Dyson called for a motion to enter Executive Session under ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

❖ **Motion:** Director Ruby moved, and Vice Chair Hatch seconded that we enter into executive session under ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

Aye: Rooklyn, Ruby, Ferguson, Dyson, Hatch

Nay: none

Result: The motion carried by unanimous vote of the five members.

The regular meeting recesses for executive session at 9:33 p.m.

19. **Return to Open Session**

Chair Dyson reconvened the meeting in open session at 10:02 p.m.

20. **Adjourn**

There being no further discussion, Chair Dyson adjourned the meeting at 10:02 p.m.

Submitted by:
Holly Rosser, Board Secretary

Date for Board Approval: February 12, 2026

Minutes

1. Call to Order / Roll Check

Chair Dyson called the meeting to order at 6:31 PM. Roll check confirmed that all five members were present on Zoom: Directors Rooklyn, Ferguson, Ruby, Vice Chair Hatch, and Chair Dyson. The Chair stated that the meeting was being recorded and that the recording would be maintained as part of the public record.

2. Adoption or Adjustment of Agenda

- ❖ **Motion:** Director Rooklyn moved, and Director Ruby seconded to accept the agenda as presented.
Aye: Rooklyn, Ruby, Ferguson, Hatch, Dyson
Nay: none
Result: The motion carried by unanimous vote of the five members.

3. ACTION: AHS Principal Recommendation

Superintendent Hattrick recommended the appointment of Dr. Francisco Lopez-Atanes as Principal of Ashland High School. He noted that Dr. Lopez-Atanes has served as Interim Principal during the 2025–26 school year and brings extensive administrative and instructional experience. The superintendent summarized the inclusive hiring process, which included a diverse committee, stakeholder input, and multiple interview rounds. Following review of feedback and references, Dr. Lopez-Atanes was identified as the finalist. He will continue serving as Interim Principal and begin a transition period in preparation for the 2026–27 school year. Superintendent Hattrick thanked the students, staff, families, and committee members who participated in the process.

- ❖ **Motion:** Director Ferguson moved, and Director Ruby seconded to accept the Superintendent’s recommendation to appoint Dr. Francisco Atanes as the permanent AHS principal beginning 2026-27.
Aye: Rooklyn, Ruby, Ferguson, Hatch, Dyson
Nay: none
Result: The motion carried by unanimous vote of the five members.

4. Budget Committee Applicants

The board received two applications for the budget committee. The board will appoint new budget committee members in open session during the Feb. 12 regular meeting.

5. YAAL Discussion

The Board reviewed the process and timeline for placing the Youth Activities and Academics Levy (YAAL) on the May 19, 2026 ballot. It was noted that the levy expires in June 2026 and provides more than 10% of the District’s operating revenue. The Board was advised that approval is required to authorize the Superintendent to submit the measure to the Jackson County Elections Office. Staff also reviewed state-imposed revenue limits on operating levies and explained that this is why the proposed levy language states a rate of “up to” \$1.29 per \$1,000 of assessed value. To stay on schedule, the Board will take action on the YAAL initiative at the February meeting.

6. Superintendent Evaluation Update

Chair Dyson reported on progress toward the Superintendent targeted feedback evaluation survey being developed in partnership with COSA. She noted that draft questions have been reviewed and revised, and that COSA will compile and distribute the survey to identified stakeholder groups in February. Results will be reviewed by the Board in March, along with the Board's own evaluation. The compiled evaluation data will be presented to Superintendent Hatrick in April, with a final report scheduled for open session in May. The Board requested to review the survey questions in advance, and staff will provide them once finalized by COSA.

6.A. Board Learning

Chair Dyson reviewed sections of the book *Improving School Board Effectiveness* related to Superintendent evaluation and Board self-evaluation. She noted that the forthcoming report on math course offerings and curriculum aligns with the Board's responsibility to review instructional data. Chair Dyson provided background on her request for the review, explaining that changes to math pathways following COVID prompted interest in understanding how the current tracks are affecting student participation in advanced math courses at the high school level. She emphasized that reviewing data is a core responsibility of the Board.

7. **Math Course Offerings & Curriculum Report**

Assistant Principal Michelle Cuddeback, Interim AHS Principal Francisco Atanes, Interim AHS Assistant Principal Hillary Cusenza, and AMS Principal Steve Retzlaff presented an in-depth review of advanced math pathways, participation trends, and student access at Ashland High School and Ashland Middle School.

Each presenting staff member extended special thanks to Jennifer Grisham for her extensive work compiling complex data into a clear, usable format and to Hillary Cusenza for her contributions to the analysis and presentation.

Staff explained the current math course pathways at the high school, noting that while course names and structures have shifted to an integrated math model over the past several years, the overall access to advanced and honors pathways has remained consistent. The transition to integrated math occurred in phases over several years and aligned with state guidance, while maintaining separate honors pathways and advanced course options.

The presentation reviewed longitudinal data showing that approximately 26.7% of AHS students are currently enrolled in at least one advanced math course, with a generally stable and slightly increasing trend over time. It was noted that this analysis focused on access and participation, not grades or performance.

Data on 8th-grade students accessing advanced math at the high school showed consistently low but stable participation (between approximately 1% and 3.6%) over many years, with no significant long-term increase or decrease. Ninth-grade participation in advanced math has also remained generally stable over time, with some year-to-year cohort variation.

Staff reviewed subgroup participation data, including students with 504 plans, students receiving special education services, English learners, TAG students, gender groups, and racial/ethnic groups. TAG students continue to be highly represented in advanced math courses. Some subgroups showed underrepresentation and year-to-year fluctuations, which staff noted are often influenced by very small cohort sizes.

The Board and staff discussed the contrast between stable or increasing participation in advanced math and declining overall math assessment scores since the pandemic. Staff noted that this reflects statewide trends, pandemic-related learning loss, and the typical implementation dip associated with new

curriculum adoption. It was emphasized that SBAC scores provide only a partial picture and that staff are now using detailed standards-level data to target instruction and interventions through secondary PLC work.

Board members discussed the need for continued analysis, including possible comparisons between state assessment performance, classroom performance, and AP outcomes, as well as interest in understanding whether similar patterns are occurring in other districts.

The Board thanked staff again for the thorough, transparent, and data-rich presentation and noted several key takeaways: stable access to advanced coursework, concerns about overall math proficiency trends, and the need for continued focus on equity, targeted interventions, and long-term improvement in math outcomes districtwide.

8. Board Roles Refresher

Vice Chair Hatch led a discussion on board roles and responsibilities, emphasizing the importance of shared understanding, alignment, and open communication. He reviewed the Board’s core functions of governance, policy, budget, and oversight, using a “ship” analogy to explain that the Board sets the direction, while the Superintendent and staff are responsible for reaching the destination.

Roles at different levels of the organization were also reviewed: teachers and support staff work directly with students; building administrators manage school sites; district-level administrators support smooth site operations; and the Board’s role is to monitor how the system is functioning overall and how effectively the Superintendent is leading the organization.

Examples were shared to illustrate boundaries, including the Board’s role in principal hiring as oversight of the process rather than participation in selection, and its role in areas such as the YAAL, focusing on governance and advocacy. The Board also discussed its responsibility for curriculum oversight and data-informed review, while not directing instructional practice.

It was reiterated that Board work is not emergency-based and that requests should be routed through the Superintendent to maintain clear communication and effective operations.

9. Adjourn

There being no further discussion, Chair Dyson adjourned the meeting at 7:47 PM.

Submitted by:
Holly Rosser, Board Secretary

Date of Board Approval: February 12, 2026

Ashland School District
Board Personnel Report
February 1, 2026

SITE	NAME	POSITION	STATUS	STATUS CHANGE	SALARY PLACEMENT EXCEPTION
AHS	Blake Dowell	Humanities Reader	Temporary Service	NO	NONE
AHS	Nehemiah Dedmon	Youth Advocate	Resignation	NO	NONE
AHS	Andrea Royse	Drama Coach 2	Temporary Service	NO	NONE
AHS	Paul Kitzman	Game Help	Temporary Service	NO	NONE
AHS	Tito Soriano	Athletic Coordinator	Temporary Service	NO	NONE
AHS	Max Malcomb	Game Help	Temporary Service	NO	NONE
AHS	David Janowski	EA-SPED I	Termination	NO	NONE
AHS	Tyrone Wilson	Shakespeare Consultant	Temporary Service	NO	NONE
AHS	Andrew Beyer	Costume Designer	Temporary Service	NO	NONE
AHS	Robyn Ray	Youth Advocate	0.973 FTE, Temporary	NO	NONE
AHS	Michael Gullo	NHS Advisor	Temporary Service	NO	NONE
AMS	Summer Pine	EA-SPED I	0.625 FTE	NO	NONE
AMS	James Johnson	Scavenger Hunt Coach	Temporary Service	NO	NONE
AMS	James Johnson	Brain Bowl Coach	Temporary Service	NO	NONE
AMS	Meg Fischer	Drama, Spring	Temporary Service	NO	NONE
Walker	Julie Oda Grantham	ASU Affinity Group Facilitator	Temporary Service	NO	NONE
Helman	Allana Drossos	Teacher, Kindergarten	0.50 FTE LOA	NO	NONE
Transportation	Wayne Mason Donahoo	Bus Driver	Resignation	NO	NONE
Transportation	Jerry Tatum	Substitute Bus Driver	Temporary Service	NO	NONE
Willow Wind	Mackenzie Quattlebaum	Part Time Instructor	Temporary Service	NO	NONE

Ashland School District
Board Personnel Report
February 1, 2026

Willow Wind	Mira Peterson Adams	High Dosage Tutoring	Temporary Service	NO	NONE
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ASHLAND PUBLIC SCHOOLS ENROLLMENT SUMMARY

February 2026 Full-Time Enrollment Counts by Site and Grade

SITE	K	1	2	3	4	5	6	7	8	9	10	11	12		
BELLVIEW	35	49	35	40	47	39								245	BELLVIEW
HELMAN	41	31	43	42	44	59								260	HELMAN
WALKER	25	33	37	44	35	45								219	WALKER
TRAILS	10	13	12	9	14	15	16	17	13					119	TRAILS
*Ashland CONNECT	0	0	2	0	3	2	2	2	3					14	CONNECT
AMS							132	173	157					462	AMS
AHS										243	208	185	222	858	AHS
WILLOW WIND	19	22	23	23	25	25	24	24	24					209	WILLOW
Level 2 Program	0	0	0	0	0	0	1	1	1	2	1	0	0	6	L2P
ASD TOTALS	130	148	152	158	168	185	175	217	198	245	209	185	222	2392	TOTAL

	Full-Time Enrollment History (Fiscal Year)														
	2011	2012	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
BELLVIEW			315	322	325	315	318	263	256	246	258	254	247	245	BELLVIEW
HELMAN			303	314	351	345	345	286	286	281	315	302	265	260	HELMAN
WALKER			299	342	343	337	344	275	277	226	221	241	241	219	WALKER
TRAILS			100	120	122	123	122	105	107	180	135	139	139	119	TRAILS
AMS			579	562	565	564	517	485	480	461	527	529	510	462	AMS
AHS			971	996	971	950	940	942	914	934	888	822	815	858	AHS
WILLOW			195	192	179	178	180	159	150	150	163	179	194	209	WILLOW
Ashland Connect			0	0	0	0	0	0	0	0	24	24	27	14	CONNECT
Level 2 Program													5	6	L2P
ASD TOTALS			2762	2848	2856	2812	2766	2515	2470	2478	2531	2490	2443	2392	ASD TOTALS

	Monthly Enrollment									
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
2025-2026	2446	2425	2405	2399	2396	2392				
2024-2025	2512	2507	2479	2468	2470	2472	2469	2457	2451	2443
2023-2024	2571	2553	2539	2532	2529	2541	2518	2505	2495	2490
2022-2023	2560	2563	2546	2552	2543	2543	2530	2538	2535	2531
2021-2022	2478	2487	2441	2449	2465	2483	2471	2476	2472	2478
2020-2021			2530	2515	2509	2505	2490	2491	2486	2470
2019-2020		2835	2825	2820	2804	2797	2781	2774	2763	2515
2018-2019		2897	2894	2881	2860	2846	2830	2842	2824	2766
2017-2018	2935	2922	2913	2912	2905	2897	2892	2878	2869	2812
2016-2017	2898	2897	2901	2929	2879	2864	2847	2845	2826	2856
2015-2016	2856	2852	2845	2875	2815	2814	2796	2793	2779	2848

NOTES:

1. The Level 2 Program is the District K-12 site-based now located at AMS and AHS
2. Willow Wind has an additional 31 part-time homeschooled students we report semi-annually

(Included in the Consent Agenda for consideration of approval by the Board)

Flexible Spending Plan Document - Executive Summary

The purpose of a Flexible Spending Plan is to provide eligible employees with a tax-advantaged way to pay for qualified healthcare and/or dependent care expenses. The FSA Plan supports employee financial wellness while helping the District offer a competitive and compliant benefits package. This Plan is for anyone participating in the following:

- Premium Payment Plan (PPP) – this is for anyone who has to pay a portion of their health insurance premiums – any amount an employee pays for their portion of the health insurance premium is considered a pre-tax contribution.
- Health FSA – a Flexible Spending Arrangement that allows employees to set aside, out of their monthly paycheck, a certain amount of pre-tax funds that can be used for health care expenses.
- Dependent Care FSA – A Flexible Spending Arrangement that allows an employee to set aside, out of their monthly paycheck, a certain amount of pre-tax funds that can be used for dependent care.

Under the Plan, participating employees may elect to contribute a portion of their pre-tax earnings to one or more of the FSA options noted above, in accordance with Internal Revenue Service (IRS) regulations. These funds may then be used to reimburse eligible expenses incurred during the plan year, subject to applicable limits, substantiation requirements, and plan rules.

The FSA Plan is administered in compliance with federal regulations, including Section 125 of the Internal Revenue Code, and is intended to operate in a fiscally responsible and transparent manner. Key features of the Plan include eligibility requirements, contribution limits, allowable expenses, claims and reimbursement procedures, and provisions related to plan administration and oversight. The District contracts with Health Equity, Inc. (HEI), as our Third Party Administrator to administer the provisions of the Plan for those participating employees.

Flexible Spending Plans should be reviewed by legal counsel every five years to ensure the Plan is compliant with any legal/IRS changes that may have been implemented and to ensure that any Plan changes agreed to during Collective Bargaining had been incorporated. Ashland's Plan had not been reviewed for quite some time so we engaged the services of Haynes Benefits PC to review our document to ensure that it was still complying with all legal and IRS regulations. Upon completion of their review there were no substantial changes needed.

The FSA Plan reflects the District's commitment to supporting employees' health, family needs, and financial well-being, while ensuring regulatory compliance and sound financial management.

Administration recommends approval of the Flexible Benefits Plan Document as amended effective January 1, 2026.

**Flexible Benefits Plan
for the Employees of
Ashland School District
DBA Jackson County School District #5**

**Plan Document
and
Summary Plan Description**

Amended Effective: January 1, 2026
Plan Original Effective Date: January 1, 2010

Summary Plan Description

**This Plan document also constitutes a Summary Plan
Description as required by Internal Revenue Code Section 102.**

Flexible Benefits Plan for the Employees of
Ashland School District
DBA Jackson County School District #5
Plan Document and Summary Plan Description
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Section One Introduction

1.1 Establishment of the Plan

Ashland School District DBA Jackson County School District #5 (the “Employer”) hereby establishes the Ashland School District DBA Jackson County School District #5 Flexible Benefits Plan (the “Plan”) originally effective January 1, 2010 (the “Effective Date”). This Amended and Restated Plan is effective January 1, 2026 (“Amended and Restated Effective Date”).

1.2 Purpose of the Plan

This Plan allows an Employee to participate in the following Benefit Options:

- **Premium Payment Plan (“PPP”)** to make pre-tax Salary Reduction Contributions to pay the Employee’s share of the premium or Contribution for the Health Plan.
- **Health Flexible Spending Account (“Health FSA”)** to make pre-tax Salary Reduction Contributions to an account for reimbursement of certain Health Care Expenses.
- **Dependent Care Flexible Spending Account (“Dependent Care FSA”)** to make pre-tax Salary Reduction Contributions to an account for reimbursement of certain Dependent Care Expenses.

1.3 Legal Status

This Plan is intended to qualify as a “cafeteria plan” under the Internal Revenue Code of 1986, as amended (“Code”) Section 125, and regulations issued thereunder and shall be interpreted to accomplish that objective.

The **Health FSA** is intended to qualify as self-insured health reimbursement plans under Code Section 105, and the Health Care Expenses reimbursed are intended to be eligible for exclusion from participating Employees’ gross income under Code Section 105(b).

The **Dependent Care FSA** is intended to qualify as a **Dependent Care Flexible Spending Account** under Code Section 129, and the Dependent Care Expenses reimbursed are intended to be eligible for exclusion from participating Employees’ gross income under Code Section 129(a).

Although reprinted within this document, the **Health FSA** and the **Dependent Care FSA** are separate plans for purposes of administration, and all reporting and nondiscrimination requirements imposed by Code Sections 105 and 129. The **Health FSA** is also a separate plan for purposes of applicable provisions of the Consolidated Omnibus Budget Reconciliation Act, as amended (“COBRA”), and the Health Insurance Portability and Accountability Act (“HIPAA”).

1.4 Capitalized Terms

Many of the terms used in this document begin with a capital letter. These terms have special meaning under the Plan and are defined in the Glossary at the end of this document or in other relevant sections. When reading the provisions of the Plan, please refer to the Glossary at the end of this document. Becoming familiar with the terms defined there will provide a better understanding of the procedures and Benefits described.

**Section Two
General Information**

Name of the Plan	Ashland School District DBA Jackson County School District #5 Flexible Benefits Plan
Name of Employer	Ashland School District DBA Jackson County School District #5
Address of Plan	885 Siskiyou Blvd. Ashland, OR 97520 Tel: (541) 482-2811
Plan Administrator	Jackson County School District #5 885 Siskiyou Blvd. Ashland, OR 97520 Tel: (541) 482-2811
Plan Sponsor and its Internal Revenue Service Employer Identification Number	Ashland School District DBA Jackson County School District #5 93-6000507
Named Fiduciary and Agent for Service of Legal Process	Jackson County School District #5 885 Siskiyou Blvd. Ashland, OR 97520 Tel: (541) 482-2811
Type of Administration	The Plan is administered by the Plan Administrator with Benefits provided in accordance with the provisions of the Ashland School District DBA Jackson County School District #5 Flexible Benefits Plan. It is not financed by an insurance company and Benefits are not guaranteed by a contract of insurance. Ashland School District DBA Jackson County School District #5 may hire a third party to perform some of its administrative duties such as claim payments and enrollment.
Plan Number	501
Benefit Option Year	The twelve (12) month period ending December 31.
Plan Effective Date	January 1, 2010
Claims Administrator	HealthEquity Inc. ("HEI")

Plan Renewal Date	January 1, 2026
Code and Other Federal Compliance	It is intended that this Plan meet all applicable requirements of the Code and other federal regulations. In the event of any conflict between this Plan and the Code or other federal regulations, the provisions of the Code and the federal regulations shall be deemed controlling, and any conflicting part of this Plan shall be deemed superseded to the extent of the conflict.
Discretionary Authority	<p>The Plan Administrator shall perform its duties as the Plan Administrator and, in its sole discretion, shall determine the appropriate courses of action in light of the reason and purpose for which this Plan is established and maintained.</p> <p>In particular, the Plan Administrator shall have full and sole discretionary authority to interpret all Plan documents, and make all interpretive and factual determinations as to whether any individual is entitled to receive any Benefit under the terms of this Plan. Any construction of the terms of any Plan document and any determination of fact adopted by the Plan Administrator shall be final and legally binding on all parties. Any determination shall be subject to review only if it is arbitrary, capricious, or otherwise an abuse of discretion.</p> <p>Review of a final decision or action of the Plan Administrator shall be based only on such evidence presented to or considered by the Plan Administrator at the time it made the decision that is the subject of review. Accepting any Benefits or making any claim for Benefits under this Plan constitutes agreement with and consent to any decisions that the Plan Administrator makes in its sole discretion and further constitutes agreement to the limited standard and scope of review described by this section.</p>

Section Three Benefit Options and Method of Funding

3.1 Benefits Offered

Each Employee may elect to participate in one or more of the following Benefit Options:

- **Premium Payment Plan (“PPP”)** as described in Schedule A.
- **Health Flexible Spending Account (“Health FSA”)** as described in Schedule B.
- **Dependent Care Flexible Spending Account (“Dependent Care FSA”)** as described in Schedule C.

Benefits under the Plan shall not be provided in the form of deferred Compensation.

3.2 Employer and Participant Contributions

- **Employer Contributions.** The Employer may, but is not required to, contribute to any of the Benefit Options. There are no Employer Contributions for the **PPP** under this Plan; however, if the Participant elects the **PPP** as described in Schedule A, the Employer may contribute toward the Health Plan as provided in the respective plan or policy of the Employer.
- Any nonelective Employer Contributions (e.g., matching Contributions, seed Contributions, or flex credits) to a **Health FSA** does not count toward the maximum dollar limits described in Schedule B. However, if Employer Contributions may be received as cash or as a taxable benefit, then the Employer Contribution will be treated as Salary Reductions if contributed to the **Health FSA** and will count toward the maximum dollar limits described in Schedule B.
- **Participant Contributions.** The Employer shall withhold from a Participant’s Compensation by Salary Reduction on a pre-tax basis, or with after-tax deductions, an amount equal to the Contributions required for the Benefits elected by the Participant under the Salary Reduction Agreement. The maximum amount of Salary Reductions shall not exceed the aggregate cost of the Benefits elected.

3.3 Computing Salary Reduction Contributions

- **Salary Reductions per Pay Period.** The Participant’s Salary Reduction is an amount equal to:
 - The annual election for such Benefits payable on a regularly occurring basis in the Period of Coverage;

- An amount otherwise agreed upon between the Employer and the Participant; or
- An amount deemed appropriate by the Plan Administrator. (Example: In the event of a shortage of reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate.)
- **Salary Reductions Following a Change of Elections.** If the Participant changes his or her election under the **PPP, Health FSA, or Dependent Care FSA**, as permitted under the Plan, the Salary Reductions will be calculated as follows:
 - An amount equal to:
 - The new annual amount elected pursuant to the Method of Timing and Elections section below;
 - Less the aggregate Contributions, if any, for the period prior to such election change;
 - Payable over the remaining term of the Period of Coverage commencing with the election change;
 - An amount otherwise agreed upon between the Employer and the Participant; or
 - An amount deemed appropriate by the Plan Administrator. (Example: In the event of a shortage of reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate.)
- **Salary Reductions Considered Employer Contributions for Certain Purposes.** Salary Reductions to pay for the Participant's share of the Contributions for Benefit Options elected for purposes of this Plan and the Code are considered Employer Contributions.
- **Salary Reduction Balance Upon Termination of Coverage.** If, as of the date that coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the required Contributions necessary for Benefit Options elected up to the date of termination, the Employer will either return the excess to the Participant as additional taxable wages or recoup the amount due through Salary Reduction amounts from any remaining Compensation.
- **After-Tax Contributions for PPP.** After-tax Contributions for the Benefits elected will be paid outside of this Plan.

3.4 Funding

- **Benefits Paid from General Assets.** All of the amounts payable under this Plan shall be paid from the general assets of the Employer. Nothing herein will be construed to require the Employer nor the Plan Administrator to maintain any fund or to segregate any amount for the Participant's benefit. Neither the Participant, nor any other person, shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets, it may hire a third party administrator to perform some of its administrative duties such as enrollment.
- **Notative Account.** While all Benefits are to be paid from the general assets of the Employer, the Employer will keep a notative (i.e., "bookkeeping") account in the name of each Participant. The bookkeeping account is used to track allocation and payment of Benefits.
- **Maximum Contributions.** The maximum Contributions that may be made under this Plan for the Participant are the total of the maximums that may be elected for the **PPP** as described in Schedule A, **Health FSA** as described in Schedule B, and the **Dependent Care FSA** as described in Schedule C.

Section Four Eligibility and Participation

4.1 Eligibility to Participate

An individual is eligible to participate in this Plan if such individual meets the definition of Employee as set forth in the Glossary.

Eligibility requirements to participate in the individual Benefit Options may vary from the eligibility requirements to participate in this Plan.

4.2 Required Salary Reduction Agreement

To participate in the Plan, an Employee must complete a Salary Reduction Agreement by the methods set forth in Section Five.

The Employee may begin participation on the first of the month coincident with or next following the date on which the Employee has met the Plan's eligibility requirements, or in accordance with the Enrollment requirements each year.

4.3 Termination of Participation

A Participant will terminate participation in this Plan upon the earlier of:

- The expiration of the Period of Coverage for which the Employee has elected to participate unless during the Open Enrollment Period for the next Plan Year the Employee elects to continue participating;
- The termination of this Plan; or
- The end of the month following the date on which the Employee ceases to be an Employee because of retirement, termination of employment, layoff, reduction in hours resulting in loss of eligibility, or any other reason. Where applicable, eligibility may continue beyond such date for purposes of COBRA coverage as set forth in the attached Schedule, and as may be permitted by the Plan Administrator, but not beyond the end of the current Plan Year.

False or Fraudulent Claims. The Plan Administrator has the authority to terminate participation in the Plan if it has been determined that a Participant has filed a false or fraudulent claim for Benefits.

Termination of participation in this Plan will automatically revoke the Participant's participation in the elected Benefit Options, according to the terms thereof. The Benefit Options identified in Schedule A for the **Premium Payment Plan** will terminate as of the date(s) specified in the

applicable insurance plan for each Benefit Option. Any reimbursements from the **Health FSA** and **Dependent Care FSA** accounts after termination of participation will be made pursuant to Schedule B for **Health FSA** Benefits, and Schedule C for **Dependent Care FSA** Benefits.

4.4 Rehired Employees

If a Participant terminates employment with the Employer for any reason, including, but not limited to, disability, retirement, layoff, leave of absence without pay, or voluntary resignation, and then is rehired within the same Plan Year and within thirty (30) days or less of the date of termination of employment, the Employee will be reinstated with the same elections that the Participant had prior to termination as soon as administratively practicable after rehire.

If the Employer rehires a former Participant within the same Plan Year, but more than thirty (30) days following termination of employment and the individual is within the applicable timeframe to be considered an “ongoing employee” for purposes of the Affordable Care Act (“ACA”) and the individual is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire.

Notwithstanding the foregoing, the Plan Administrator may limit the **Health FSA** Salary Reduction Contributions of a Participant who is terminated and rehired during the same Plan Year to the extent necessary to comply with the maximum dollar limits described in Schedule B.

4.5 The Family and Medical Leave Act, as Amended (“FMLA”) Leaves Of Absence

Health Benefits. Notwithstanding any provision to the contrary, if a Participant goes on a qualifying leave under FMLA, then to the extent required by law, the Participant will be entitled to continue their health coverage Benefits on the same terms and conditions as if the Participant were still an active Employee. For example, the Employer will continue to pay its share of the Contribution to the extent the Participant opts to continue coverage. In the event of unpaid FMLA leave, a Participant may elect to continue such Benefits.

If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contribution:

- With after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- With pre-tax dollars, by having such amounts withheld from the Participant’s ongoing Compensation, including unused sick days and vacation days; or
- By pre-paying all or a portion of the Contribution for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation.

To pre-pay the Contribution, the Participant must make a special election prior to the date that such Compensation would normally be made available. Pre-tax dollars may not be used to fund coverage during the next Plan Year.

Coverage will terminate if Contributions are not received by the due date established by the Employer. If a Participant's coverage ceases while on FMLA leave for any reason, including for non-payment of Contributions, the Participant will be entitled to re-enrollment upon return from such leave on the same basis as the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA.

A Participant whose coverage ceased under any of the aforementioned plans will be entitled to elect whether to be reinstated in such plans at the same coverage level as in effect before the FMLA leave with increased Contributions for the remaining Period of Coverage, or at a coverage level that is reduced pro-rata for the period of FMLA leave during which the Participant did not pay Contributions. If a Participant elects a coverage level that is reduced pro-rata for the period of FMLA leave, the amount withheld from a Participant's Compensation on a payroll-by-payroll basis will be equal to the amount withheld prior to the period of FMLA leave.

Non-Health Benefits. If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits (such as **Dependent Care FSA** Benefits) is to be determined by the Employer's policy for providing such Benefits when the Participant is on leave not qualified as an FMLA leave of absence, as described below. If such policy permits a Participant to discontinue Contributions while on leave then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant or as the Plan Administrator otherwise deems appropriate.

4.6 Non-FMLA Leaves of Absence

If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax Contributions while on leave or with catch-up Contributions after the leave ends, as may be determined by the Plan Administrator.

If a Participant goes on an unpaid leave that affects eligibility, the election change rules set forth by this Plan will apply. To the extent COBRA applies, the Participant may continue coverage under COBRA.

4.7 Death

Subject to the reimbursement procedures contained herein, a Participant's beneficiaries or representative of the Participant's estate, may submit claims for expenses that the Participant incurred through the end of the month in which the Participant ceases to be eligible for the Plan due to death. A Participant may designate a specific beneficiary for this purpose. If no beneficiary is specified, the Plan Administrator or its designee may designate the Participant's Spouse, another Dependent, or representative of the estate. Claims incurred by the Participant's covered Spouse or any other of the Participant's covered Dependents prior to the end of the month in which the Participant dies may also be submitted for reimbursement.

4.8 COBRA

Under the COBRA rules, as discussed in the attached Schedule B, where applicable, the Participant's Spouse and Dependents may be able to continue to participate under the **Health FSA** through the end of the Period of Coverage in which the Participant dies. The Participant's Spouse and Dependents may be required to continue making Contributions to continue their participation.

4.9 Uniformed Services Employment and Reemployment Rights Act, as Amended ("USERRA")

Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under USERRA, then to the extent required by USERRA, the Employer will continue the Benefits that provide health coverage on the same terms and conditions as if the Participant was still an active Employee for up to twenty-four (24) months. In the event of unpaid USERRA leave, a Participant may elect to continue such Benefits during the leave.

If the Participant elects to continue coverage while on USERRA leave, then the Participant may pay his or her share of the Contribution with:

- After-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer; or
- Pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation, if any, including unused sick days and vacation days.

Coverage will terminate if Contributions are not received by the due date established by the Employer. If a Participant's coverage ceases while on USERRA leave for any reason, including for non-payment of Contributions, the Participant will be entitled to re-enrollment in such Benefit upon return from such leave on the date of such resumption of employment and will have the same opportunities to make elections under this Plan as persons returning from non-USERRA leaves. Regardless of anything to the contrary in this Plan, an Employee returning from USERRA leave has no greater right to Benefits for the remainder of the Plan Year than an Employee who has been continuously working during the Plan Year.

Section Five Method and Timing of Elections

5.1 Automatic Enrollment in Premium Payment Plan (“PPP”)

An Employee will commence participation in the **PPP** automatically upon enrolling in the Benefit Plan. The Employee will receive advance notice of the automatic enrollment and may opt out of enrollment in the **PPP** by affirmatively electing to do so no more than thirty (30) days from the date on which the automatic enrollment otherwise occurs. The entire premium portion the Employee pays will be deducted from the Employee’s paychecks on a pre-tax basis as described in this Plan.

5.2 Initial Election

Completing a Salary Reduction Election (for **Health FSA** and **Dependent Care FSA** Benefit Options only). An Employee must complete a Salary Reduction Agreement within the election period set forth therein, to enroll in the **Health FSA** and **Dependent Care FSA** Benefit Options. An election is deemed complete only upon the following:

- The Employee completes, signs and returns a Salary Reduction Agreement; or
- If provided by the Employer, the Employee uses the electronic system to make elections. Use of an electronic system will be deemed a completed Salary Reduction Agreement.

Unless otherwise specified by the Employer, an Employee who first becomes eligible to participate in the Plan mid-year will commence participation on the first day of the month coinciding with or after the date the Employee completes a Salary Reduction Agreement for the **Health FSA** and **Dependent Care FSA** Benefit Options.

5.3 Benefit Option Eligibility

Eligibility for Benefits shall be subject to the additional requirements, if any, specified in the applicable Benefit Option. The provisions of this Plan are not intended to override any exclusions, eligibility requirements or waiting periods specified in the applicable Benefit Options.

5.4 Open Enrollment

During each Open Enrollment Period, each Employee who is eligible to participate in the Benefit Plan will have the opportunity to elect to participate in the Benefit Options for the next Plan Year, and to authorize the necessary Salary Reductions to pay for the Benefits elected. The automatic enrollment process described in Section 5.1 will apply to the **PPP** Benefit Option for the next Plan Year unless the Employee elects to opt out as described in Section 5.1.

If an Employee makes an election to participate during an Open Enrollment Period, then the Employee will become a Participant on the first day of the next Plan Year.

5.5 Failure to Elect

If an Employee fails to complete a Salary Reduction Agreement within the time described in the Elections paragraphs as discussed immediately above, then the Employee will be deemed to have elected to receive his or her Compensation in cash in lieu of the **Health FSA** or **Dependent Care FSA** Benefit Options. This section does not apply to the **PPP** Benefit Option.

Such Employee may not enroll in the Plan:

- Until the next Open Enrollment Period; or
- Until a qualifying event occurs that would justify a mid-year election change as described in the Irrevocability of Election and Exceptions section below.

Section Six Irrevocability of Elections and Exceptions

6.1 Irrevocability of Elections

A Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates, except as described in this section.

Guidance. The rules regarding irrevocability of elections and exceptions are complex. The Plan Administrator will interpret these rules in accordance with prevailing IRS guidance. Any factual determinations by the Plan Administrator will be made in its sole discretion, and on a uniform and consistent basis.

6.2 Procedure for Making New Election If Exception to Irrevocability Applies

- **Timing for Making New Election if Exception to Irrevocability Applies.** A Participant may make a new election within sixty (60) days of the occurrence of a qualifying event described in Section 6.4 below, if the election under the new Salary Reduction Agreement is made on account of and corresponds to the event. A Change in Status, as defined below, that automatically results in ineligibility in the Benefit Plan shall automatically result in a corresponding election change, whether or not requested.
- **Effective Date of New Election.** Elections made pursuant to this section shall be effective on the pay period following or coinciding with the Plan Administrator's receipt and approval of the election request for the balance of the Period of Coverage following the change of election, unless a subsequent event allows for a further election change. Except as provided in "Certain Judgments, Decrees and Orders" or for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only.
- **Changes.** For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Salary Reduction Agreement or other document, provided that a Participant may not elect to have **Health FSA** Salary Reduction Contributions in excess of the maximum dollar limits described in Schedule B.
- **Effect on Maximum Benefits.** Any change in an election affecting annual Contributions to the **Health FSA** or **Dependent Care FSA** also will change the maximum reimbursement Benefits for the balance of the Period of Coverage commencing with the election change. Such maximum reimbursement Benefits for the balance of the Period of Coverage shall be calculated as described in Schedules B and C.

6.3 Change in Status Defined

A Participant may make a new election that corresponds to a gain or loss of eligibility and coverage under this Plan, or under any other plan maintained by the Employer or a plan of the Spouse's or Dependent's employer that was caused by the occurrence of a Change in Status. A Change in Status is any of the events described below, as well as any other events included under subsequent changes to Code Section 125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under prevailing IRS guidance and under this Plan:

- **Legal Marital Status.** A change in a Participant's legal marital status including marriage, death of a Spouse, divorce, legal separation, or annulment;
- **Number of Dependents.** Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption. In the case of the **Dependent Care FSA**, a change in the number of Qualifying Individuals as defined in Code Section 21(b)(1);
- **Employment Status.** Any of the following events that change the employment status of the Participant, Spouse or Dependents:
 - A termination or commencement of employment;
 - A strike or lockout;
 - A commencement of or return from an unpaid leave of absence;
 - A change in worksite; or
 - A change in an individual's status with the consequence that the individual becomes, or ceases to be, eligible under this Plan or another employee benefit plan;
- **Dependent Eligibility Requirements.** An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular Benefit; and
- **Change in Residence.** A change in the place of residence of the Participant, Spouse or Dependent(s).

6.4 Events Permitting Exception to Irrevocability Rule

A Participant may change an election as described below upon the occurrence of the stated events for the applicable Benefit.



- **Open Enrollment Period.** A Participant may change an election during the Open Enrollment Period.
- **Termination of Employment.** A Participant’s election will terminate upon termination of employment as described in the Eligibility and Participation section above.
- **Leave of Absence.** A Participant may change an election upon a leave of absence as described in the Eligibility and Participation section above.
- **Change in Status** (*applies to the PPP, Health FSA, as limited below, and Dependent Care FSA as limited below*). A Participant may change the actual or deemed election under the Plan upon the occurrence of a Change in Status, but only if such election change corresponds with a gain or loss of eligibility and coverage under a plan of the Employer or a plan of the Spouse’s or Dependent’s employer. This rule is referred to as the general consistency requirement.

A Change in Status that affects eligibility for coverage also includes a Change in Status that results in an increase or decrease in the number of an Employee’s family members who may benefit from the coverage.

The Plan Administrator, on a uniform and consistent basis, shall determine whether a requested change satisfies the general consistency requirement. Assuming that the general consistency requirement is satisfied, a requested election change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter elections based on the specified Change in Status:

- **Loss of Spouse or Dependent Eligibility.** For a Change in Status involving a Participant’s divorce, annulment or legal separation, the death of a Spouse or a Dependent, or a Dependent’s ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health coverage for:
 - The Spouse involved in the divorce, annulment, or legal separation;
 - The deceased Spouse or Dependent; or
 - The Dependent that ceased to satisfy the eligibility requirements.

Canceling coverage for any other individual under these circumstances fails to correspond with that Change in Status.

Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA or similar health plan continuation coverage under the Employer's Plan, then the Participant may increase his or her election to pay for such coverage. This rule does not apply to a Participant's Spouse who becomes eligible for COBRA or similar coverage as a result of divorce, annulment, or legal separation.

- **Gain of Coverage Eligibility Under Another Employer's Plan.** When a Participant, Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of that Participant's Spouse or Dependent, a Participant may elect to terminate or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.
- **Special Consistency Rule for Dependent Care FSA Benefits.** With respect to the **Dependent Care FSA**, the Participant may change or terminate the Participant's election upon a Change in Status if:
 - Such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under an Employer's Plan; or
 - The election change is on account of and corresponds with a Change in Status that affects eligibility of Dependent Care Expenses for the tax exclusion under Code Section 129.
- **Reduction of Hours Below Thirty (30) Hours Per Week With or Without Loss of Eligibility** (applies to the **PPP** only). If a Participant who was reasonably expected to average at least thirty (30) hours per week experiences a change in status such that the Participant will reasonably be expected to average less than thirty (30) hours per week, even if the reduction of hours does not result in the Participant's loss of eligibility under the Benefit Plan, the Participant may revoke on a prospective basis a prior election for Health Plan coverage that provides minimum essential coverage (as defined in the regulations governing the employer shared responsibility provisions of the ACA) provided that:
 - The election revocation under the Health Plan corresponds to the Participant's intended enrollment (and the intended enrollment of a Spouse or Dependents whose coverage ceases under the Health Plan due to the revocation) in another plan that provides minimum essential coverage;

- The new plan coverage is effective no later than the first day of the second month following the month that includes the date that the Health Plan coverage is revoked; and
- The Participant provides the Employer with a reasonable representation that the Participant (and the Participant's Spouse and Dependents) has enrolled or intends to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date that the Health Plan coverage is revoked.
- **HIPAA Special Enrollment Rights** (*applies to the PPP only*). If the Participant, the Participant's Spouse or Dependent is entitled to HIPAA special enrollment rights under a group health plan, then the Participant may revoke a prior election for group health plan coverage and make a new election provided that the election change corresponds with such HIPAA special enrollment right. As more specifically defined by HIPAA, a special enrollment right will arise in the following circumstances:
 - The Participant, Spouse, or Dependent declined to enroll in group health plan coverage because the Participant, the Participant's Spouse, or Dependent had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted; or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the Employer contributions for the coverage were terminated;
 - The Participant acquired a new Dependent as a result of marriage, birth, adoption, or placement for adoption; or
 - The Employee or Dependents who are eligible, but did not enroll for coverage when initially eligible and:
 - The Employee or Dependent's Medicaid or Children's Health Insurance Program ("CHIP") coverage terminated as a result of loss of eligibility and the Employee requests coverage under the Plan within sixty (60) days after the termination; or
 - The Employee or Dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP, and the Employee requests coverage under the Plan within sixty (60) days after eligibility is determined.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change due to birth,

adoption, or placement for adoption of a new Dependent child may, subject to the group health plan, be effective retroactively back to date of birth, adoption or placement for adoption.

- **Special Enrollment/Annual Enrollment in an Exchange Qualified Health Plan** (applies to the **PPP** only). If a Participant is eligible for a Special Enrollment Period in a Qualified Health Plan (“QHP”) through an Exchange pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or if the Employee seeks to enroll in a QHP through an Exchange during the Exchange’s open enrollment period, the Participant may revoke a prior election for Benefit Plan coverage that provides minimum essential coverage on a prospective basis provided that:
 - The election revocation under the Benefit Plan corresponds to the Participant’s intended enrollment (and the intended enrollment of a Spouse or Dependents whose coverage ceases under the Health Plan due to the revocation) in a QHP through an Exchange;
 - The new QHP coverage through an Exchange is effective no later than the day immediately following the last day of the Benefit Plan coverage; and
 - The Participant provides the Employer with a reasonable representation that the Participant (and the Participant’s Spouse and Dependents) has enrolled or intends to enroll in a QHP for new coverage that is effective no later than the day immediately following the last day of the Benefit Plan coverage.
- **Certain Judgments, Decrees and Orders** (*applies to the **PPP** and **Health FSA**, but does not apply to the **Dependent Care FSA***). If a judgment, decree, or order resulting from a divorce, legal separation, annulment or change in legal custody, including a Qualified Medical Child Support Order (“QMCSO”) requires accident or health coverage, including an election for **Health FSA** Benefits for a Participant’s Dependent child, a Participant may:
 - Change an election to provide coverage for the Dependent child provided that the order requires the Participant to provide coverage; or
 - Change an election to revoke coverage for the Dependent child if the order requires that another individual provide coverage under that individual’s plan and such coverage is actually provided.
- **Medicare and Medicaid** (*applies to the **PPP** and **Health FSA** as limited below, but does not apply to the **Dependent Care FSA***). If a Participant, Spouse or Dependent is enrolled in a Benefit and becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may prospectively reduce or cancel the Benefit Plan covering the person, and the **Health FSA** coverage may be cancelled but not reduced.

However, such cancellation will not be effective to the extent that it would reduce future Contributions to the **Health FSA** to a point where the total Contributions for the Plan Year are less than the amount already reimbursed for the Plan Year. Further, if a Participant, Spouse, or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may prospectively elect to commence or increase the **Health FSA** coverage.

- **Change in Cost** (*applies to the PPP and Dependent Care FSA as limited below, but does not apply to the Health FSA*). For purposes of this section, “similar coverage” means coverage for the same category of Benefits for the same individuals.
 - **Insignificant Cost Changes.** The Participant is required to increase his or her elective Contributions to reflect insignificant increases in the required Contribution for the Benefit Options, and to decrease the elective Contributions to reflect insignificant decreases in the required Contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances including, but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically make this increase or decrease in affected Participants’ elective Contributions on a prospective basis.
 - **Significant Cost Increases.** If the Plan Administrator determines that the cost charged to an Employee for a Benefit significantly increases during a Period of Coverage, the Participant may:
 - Make a corresponding prospective increase to elective Contributions by increasing Salary Reductions;
 - Revoke the election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Option that provides similar coverage; or
 - Terminate coverage going forward if there is no other Benefit Option available that provides similar coverage.

The Plan Administrator will decide whether a cost increase is significant.

- **Significant Cost Decreases.** If the Plan Administrator determines that the cost of any Benefit (such as the premium for the Benefit) significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes:

- Participants enrolled in that Benefit Option may make a corresponding prospective decrease in their elective Contributions by decreasing Salary Reductions;
 - Participants who are enrolled in another Benefit may change their election on a prospective basis to elect the Benefit Option that has decreased in cost; or
 - Employees who are otherwise eligible may elect the Benefit Option that has decreased in cost on a prospective basis, subject to the terms and limitations of the Benefit Option. The Plan Administrator will decide whether a cost decrease is significant.
- **Limitation on Change in Cost Provisions for Dependent Care FSA Benefits.** The above “Change in Cost” provisions apply to **Dependent Care FSA** Benefits only if the cost change is imposed by a Dependent care provider who is not a relative of the Employee.
- **Change in Coverage** (*applies to the PPP and Dependent Care FSA, but not to the Health FSA*). The definition of “similar coverage” applied in the Change of Cost provision above also applies here.
 - **Significant Curtailment.** Coverage under a Plan is deemed to be “significantly curtailed” only if there is an overall reduction in coverage provided under the Plan to constitute reduced coverage generally. If coverage is “significantly curtailed,” Participants may elect coverage under a Benefit Option that provides similar coverage. In addition, if the coverage curtailment results in a “Loss of Coverage” as defined below, Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator will decide whether a curtailment is “significant,” and whether a Loss of Coverage has occurred in accordance with prevailing IRS guidance.
 - **Significant Curtailment Without Loss of Coverage.** If the Plan Administrator determines that a Participant’s coverage under a Benefit Option (or the Participant’s, Spouse’s or Dependent’s coverage under the respective employer’s plan) is significantly curtailed without a Loss of Coverage during a Period of Coverage, the Participant may revoke an election for the affected coverage and prospectively elect coverage under another Benefit Option, if offered, that provides similar coverage.
 - **Significant Curtailment With a Loss of Coverage.** If the Plan Administrator determines that a Participant’s coverage under this Plan (or the Participant’s, Spouse’s or Dependent’s coverage under

the respective employer's plan) is significantly curtailed, and such curtailment results in a Loss of Coverage during a Period of Coverage, the Participant may revoke an election for the affected coverage, and may either prospectively elect coverage under another Benefit Option that provides similar coverage or drop coverage if no other Benefit Option providing similar coverage is offered by the Employer.

- **Definition of Loss of Coverage.** For purposes of this section, a "Loss of Coverage" means a complete loss of coverage. In addition, the Plan Administrator may treat the following as a Loss of Coverage:
 - A substantial decrease in the health care providers available under the Benefit Plan;
 - A reduction in Benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or
 - Any other similar fundamental loss of coverage.
- **Addition or Significant Improvement of a Benefit Option.** If during a Period of Coverage, the Plan adds a new Benefit Option or significantly improves an existing Benefit Option, the Plan Administrator may permit the following election changes:
 - Participants who are enrolled in a Benefit Option other than the newly-added or significantly improved Benefit Option that provides similar coverage may change their election on a prospective basis to cancel the current Benefit Option and instead elect the newly added or significantly improved Benefit Option; and
 - Employees who are otherwise eligible may elect the newly added or significantly improved Benefit Option on a prospective basis, subject to the terms and limitations of the Benefit Option. The Plan Administrator will decide whether there has been an addition of, or a significant improvement in, a Benefit Option.
- **Loss of Coverage Under Another Group Health Coverage.** A Participant may prospectively change an election to add group health coverage for the Participant, Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including, but not limited to, the following:

- A CHIP under Title XXI of the Social Security Act;
 - A health care program of an Indian Tribal government (as defined in Code Section 7701(a)(40)), the Indian Health Service, or a tribal organization;
 - A state health benefits risk pool; or
 - A foreign government group health plan, subject to the terms and limitations of the applicable Benefit Option.
- **Change in Coverage Under Another Employer Plan.** A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan, including a plan of the Employer or a plan of the Spouse's or Dependent's employer, so long as:
- The other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under prevailing IRS guidance; or
 - The Plan permits Participants to make an election for a Period of Coverage that is different from the Plan Year under the other cafeteria plan or qualified benefits plan.

The Plan Administrator will decide whether a requested change is because of, and corresponds with, a change made under the other employer plan.

- **Change in Dependent Care Service Provider.** A Participant may make a prospective election change that corresponds with a change in the Dependent care service provider. For example:
- If the Participant terminates one Dependent care service provider and hires a new Dependent care service provider, the Participant may change coverage to reflect the cost of the new service provider; and
 - If the Participant terminates a Dependent care service provider because a relative or other person becomes available to take care of the child at no charge, the Participant may cancel coverage.
- **Mistake.** The Plan Administrator will determine whether a Participant has provided clear and convincing evidence that an enrollment Mistake occurred. A Participant may make a prospective election change that corresponds with the Mistake as determined by the Plan Administrator.

A Participant entitled to change an election as described in this section must do so in accordance with the procedures described in this section.

6.5 Election Modifications Required by Plan Administrator

The Plan Administrator may require, at any time, any Participant or class of Participants to amend their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to:

- Satisfy any of the Code's nondiscrimination requirements applicable to this Plan or another cafeteria plan;
- Prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of Benefits hereunder than would otherwise be recognized;
- Maintain the qualified status of Benefits received under this Plan; or
- Satisfy any of the Code's nondiscrimination requirements or other limitations applicable to the Employer's qualified Plans.

In the event that Contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount, and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

Section Seven Appeals

7.1 Claims Under the Plan

If a claim for reimbursement under the Plan is wholly or partially denied, or if the Claimant is denied a Benefit under the Plan regarding the Claimant's coverage under the Plan, then the appeals procedure described below will apply.

7.2 Notice from HEI

If a claim is denied in whole or in part, HEI will notify the Claimant in writing within thirty (30) days of the date that HEI received the claim. This time may be extended for an additional fifteen (15) days for matters beyond the control of HEI, including cases where a claim is incomplete. HEI will provide written notice of any extension, including the reason(s) for the extension and the date a decision by HEI is expected to be made. When a claim is incomplete, the extension notice will also specifically describe the required information, and will allow the Claimant at least forty-five (45) days from receipt of the notice to provide the specified information, and will have the effect of suspending the time for a decision on the claim until the specified information is provided. Notification of a denied claim will include:

- The specific reasons for the denial;
- The specific Plan provisions on which the denial is based;
- A description of any additional material or information necessary to validate the claim and an explanation of why such material or information is necessary; and
- Appropriate information on the steps to take to appeal HEI's adverse benefits determination, including the right to submit written comments and have them considered, and the right to review, upon request and at no charge, relevant documents and other information, where applicable, with respect to any adverse benefits determination after the final appeal of the claim.

7.3 First Level Appeal to HEI

If a claim is denied in whole or in part, the Claimant, or the Claimant's authorized representative, may request a review of the adverse benefits determination upon written application to HEI. The Claimant, or the Claimant's authorized representative, may request access to all relevant documents in order to evaluate whether to request review of an adverse benefits determination and, if review is requested, to prepare for such review.

An appeal of an adverse benefits determination must be made in writing within one hundred eighty (180) days upon receipt of the notice that the claim was denied. If an appeal is not made

within the above referenced timeframe all rights to appeal the adverse benefits determination and to file suit in court will be forfeited.

A written appeal should include:

- Additional documents;
- Written comments; and
- Any other information in support of the appeal.

The review of the adverse benefits determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

7.4 HEI Action on Appeal

HEI, within a reasonable time, but no later than sixty (60) days after receipt of the request for review, will decide the appeal. HEI may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with the appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of any medical expert consulted in connection with the appeal will be provided. If the decision on review affirms the initial denial of the claim, a notice will be provided which sets forth:

- The specific reasons for the decision on review;
- The specific Plan provisions on which the decision is based;
- A statement regarding the right to review, upon request and at no charge, relevant documents, and other information. If an internal rule, guideline, protocol, or other similar criterion is relied on in making the decision on review, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request; and
- Appropriate information on the steps to take to appeal HEI's adverse benefits determination, including the right to submit written comments and have them considered, and the right to review, upon request and at no charge, relevant documents and other information, where applicable, with respect to any adverse benefits determination after the final appeal of the claim.

7.5 Voluntary Second Level Appeal

If the decision on review affirms HEI's initial denial, the Claimant may request a voluntary second level review of the adverse appeal determination upon written application to HEI. This

review is a voluntary second level appeal. There are no fees or costs associated with a voluntary second level appeal. A Claimant is not required to initiate a second level appeal before filing a lawsuit; rather a Claimant may bring lawsuit after the denial of the first level appeal.

The Claims Administrator will provide, upon request, sufficient information relating to a voluntary second level appeal to enable a Claimant to make an informed judgment about whether to submit a Benefit dispute to this voluntary second level appeal. A Claimant may request information about the rules applicable to a voluntary second level appeal, the process for selecting the decision maker, and the circumstances, if any, that may affect the impartiality of the decision maker, such as any financial or personal interests in the result or any past or present relationship with any party to the review process. A Claimant's decision to submit a Benefit dispute to the voluntary second level appeal will have no effect on the Claimant's rights to any other Benefits under the Plan.

The Claimant, or the Claimant's authorized representative, may request access to all relevant documents in order to evaluate whether to request a voluntary second level appeal of an adverse benefits determination and, if review is requested, to prepare for such review.

A voluntary second level appeal of an adverse appeal determination must be made in writing within sixty (60) days after receipt of the notice that the first level appeal was denied. If a voluntary second level appeal is not made within the above referenced timeframe all rights to appeal the adverse benefit determination will be forfeited. A written appeal should include additional documents, written comments, and any other information in support of the appeal. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The Plan waives any right to assert that a Claimant has failed to exhaust administrative remedies where a Claimant does not elect to pursue a voluntary second level appeal following the first level appeal. Once a Claimant files a voluntary second level appeal, any statute of limitations or any other defense based on timeliness is suspended during the time the voluntary second level appeal is pending. A voluntary second level appeal is closed and no longer pending once the Plan Administrator has decided the appeal.

7.6 HEI Action on Voluntary Second Level Appeal

HEI, within a reasonable time, but no later than sixty (60) days after receipt of the request for review, will decide the appeal. HEI may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with the appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial or first level appeal. The identity of any medical expert consulted in connection with the appeal will be provided. If the decision on review affirms the initial denial of the claim, a notice will be provided which sets forth:

- The specific reason(s) for the appeal decision;
- The specific Plan provision(s) on which the decision is based; and
- A statement regarding the right to review, upon request and at no charge, relevant documents, and other information. If an internal rule, guideline, protocol, or other similar criterion is relied on in making the decision on review, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other similar criterion will be provided free of charge upon request.

7.7 Failure to File an Appeal

The Plan's first level appeals procedure must be exhausted before filing a lawsuit or taking other legal action of any kind against the Plan. Failure to follow the Plan's prescribed procedures in a timely manner will result in the loss of your right to file a lawsuit regarding an adverse benefit determination. The denial of the claim shall become final and binding on all persons for all purposes.

7.8 Administrative Exhaustion Requirement

All claim review procedures and the first level appeal provided for in the Plan must be exhausted before any legal action is brought including a claim for Benefits or for breach of fiduciary duty. The voluntary second level appeal does not have to be exhausted prior to bringing any legal action. The Plan waives any right to assert that a Claimant has failed to exhaust administrative remedies where a Claimant does not elect to pursue a voluntary second level appeal following the first level appeal.

7.9 Limitation on Actions

Any legal action for the recovery of any Benefits or breach of fiduciary duty must be commenced within **one (1) year** after the Plan's claim review procedures have been exhausted.

7.10 Administrative Record

In any action for the recovery of Benefits, the evidence which may be submitted for review shall be limited to the administrative record on the claim or appeal. Participants may not submit new arguments or theories of recovery in litigation.

Section Eight Plan Administration

8.1 Plan Administrator

The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out in accordance with the terms of the Plan document and for the exclusive benefit of persons entitled to participate in this Plan and without discrimination among them.

8.2 Powers of the Plan Administrator

The Plan Administrator shall have such powers and duties as may be necessary or appropriate to discharge its functions hereunder. The Plan Administrator shall have final discretionary authority to make such decisions and all such determinations shall be final, conclusive and binding. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters hereunder. The Plan Administrator shall have the following discretionary authority:

- To construe and interpret this Plan, including all possible ambiguities, inconsistencies and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of Benefits under this Plan;
- To prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- To prepare and distribute information explaining this Plan and the Benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- To request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- To furnish each Employee and Participant with such reports in relation to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide Benefits under this Plan;
- To receive, review and keep on file such reports and information concerning the Benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;

- To appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and Benefit consultants;
- To sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- To secure independent medical or other advice and require such evidence as deemed necessary to decide any claim or appeal; and
- To maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

8.3 Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the Participant's direction, information or election as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by the Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

8.4 Outside Assistance

The Plan Administrator may employ such counsel, accountants, administrators, consultants, actuaries and other person or persons as the Plan Administrator shall deem advisable. The Plan shall pay the compensation of such counsel, accountants, and other person or persons and any other reasonable expenses incurred by the Plan Administrator in the administration of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligations of the Employer and the Plan Administrator.

8.5 Insurance Contracts

The Employer shall have the right to enter into a contract with one or more insurance companies for the purposes of providing any Benefits under the Plan, and to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of, and be retained by, the Employer, to the extent that such amounts are less than aggregate Employer Contributions toward such insurance.

8.6 Fiduciary Liability

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for its own gross negligence, misconduct or willful breach of this Plan.

8.7 Compensation of Plan Administrator

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

8.8 Inability to Locate Payee

If the Plan Administrator is unable to make payment to the Participant or another person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of the Participant or such other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to the Participant or such other person shall be forfeited one (1) year after the date any such payment first became due.

8.9 Effect of Mistake

In the event of Mistake as to the eligibility or participation of an Employee, or the amount of Benefits paid or to be paid to the Participant or another person, the Plan Administrator shall, to the extent administratively possible and otherwise permissible under Code Section 125 or prevailing IRS guidance, correct the Mistake by making the appropriate adjustment to such amounts as necessary to credit the Participant's (or such other person's) account, or withhold any amount due to the Plan / Employer from Compensation paid by the Employer.

8.10 Discrimination Prohibited

In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than twenty-five percent (25%) of all qualified benefits to Key Employees. If, in the judgment of the Plan Administrator, more than twenty-five percent (25%) of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Plan Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Plan Administrator, the Plan shall not be discriminatory. The Plan Administrator shall make such modification of elections by Highly Compensated Participants or Key Employees with or without the consent of such employees.

Section Nine
Amendment or Termination of the Plan

9.1 Permanency

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in the paragraphs below.

9.2 Right to Amend

The Employer reserves the right to merge or consolidate the Plan and to make any amendment or restatement to the Plan from time-to-time, including those which are retroactive in effect. Such amendments may be applicable to any Participant.

Any amendment or restatement shall be deemed to be duly executed by the Employer when signed by its Superintendent.

9.3 Right to Terminate

The Employer reserves the right to discontinue or terminate the Plan in whole or in part at any time without prejudice. This Plan may be terminated by the Employer. This Plan also shall terminate automatically if the Employer is legally dissolved, makes a general assignment for the benefit of its creditors, files for liquidation under the Bankruptcy Code, merges or consolidates with any other entity and it is not the surviving entity, or if it sells or transfers substantially all of its assets, or goes out of business, unless the Employer's successor in interest agrees to assume the liabilities under this Plan.

**Section Ten
General Provisions**

10.1 Expenses

All reasonable expenses incurred in administering the Plan are currently paid by forfeitures, if any, to the extent provided in Schedules B and C and then by the Employer.

10.2 No Contract of Employment

Nothing contained in the Plan shall be construed as a contract of employment with the Employer or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any Employee, with or without cause.

10.3 Compliance with Federal Mandates

To the extent applicable for each Benefit Option, the Plan will provide Benefits in accordance with the requirements of all federal mandates, including USERRA, COBRA, HIPAA, Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), Mental Health Parity and Addition Equity Act (“MHPAEA”), Consolidated Appropriations Act of 2021 (“CAA”), and the ACA. In the event of any conflict between any part, clause or provision of this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting part, clause or provision of this Plan shall be deemed superseded to the extent of the conflict.

10.4 Verification

The Plan Administrator shall be entitled to require reasonable information to verify any claim or the status of any person as an Employee or Dependent. If the Participant does not supply the requested information within the applicable time limits or provide a release for such information, the Participant will not be entitled to Benefits under the Plan.

10.5 Limitation of Rights

Nothing appearing in or done pursuant to the Plan shall be held or construed:

- To give any person any legal or equitable right against the Employer, any of its Employees, or persons connected therewith, except as provided by law; or
- To give any person any legal or equitable right to any assets of the Plan or any related trust, except as expressly provided herein or as provided by law.

10.6 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the

Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

10.7 Governing Law

This Plan is intended to be construed, and all rights and duties hereunder are governed, in accordance with the laws of the State of Oregon, except to the extent such laws are preempted by Code or other federal law.

10.8 Severability

If any provision of the Plan is held invalid or unenforceable, its validity or unenforceability shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

10.9 Captions

The captions contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of the Plan nor in any way shall affect the Plan or the construction of any provision thereof.

10.10 Federal Tax Disclaimer

To ensure compliance with requirements imposed by the IRS to the extent this Plan Document or any schedule contains advice relating to a federal tax issue, it is not intended or written to be used, and it may not be used, for the purpose of avoiding any penalties that may be imposed on the Participant or any other person or entity under the Code or promoting, marketing or recommending to another party any transaction or matter addressed herein.

10.11 No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer make any commitment or guarantee that any amounts paid to the Participant or for the Participant's benefit under this Plan will be excludable from the Participant's gross income for federal, state or local income tax purposes. It shall be the Participant's obligation to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state and local income tax purposes, and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

10.12 Indemnification of Employer

If the Participant receives one or more payments or reimbursements under this Plan on a pre-tax Salary Reduction basis, and such payments do not qualify for such treatment under the Code, the Participant shall indemnify and reimburse the Employer for any liability the Employer may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

Section Eleven
HIPAA Privacy and Security

11.1 Provision of Protected Health Information to Employer

For purposes of this section, Protected Health Information (“PHI”) shall have the meaning as defined in HIPAA and HITECH. PHI means information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of a Participant; the provision of health care to a Participant; or the past, present, or future payment for the provision of health care to a Participant; and that identifies the Participant or for which there is a reasonable basis to believe the information can be used to identify the Participant. PHI includes information of persons living or deceased. Electronic Protected Health Information (electronic PHI) means PHI that is transmitted or maintained in electronic media.

Members of the Employer’s workforce have access to the individually identifiable health information of Plan Participants for administrative functions of the **Health FSA**, plus any other Benefit Option which might be subject to the privacy and security provisions of HIPAA and HITECH (hereinafter referred to collectively as the Plan). When this health information is provided to the Employer, it is PHI, and if it is transmitted by or maintained in electronic media it is electronic PHI. HIPAA, HITECH and the respective implementing regulations restrict the Employer’s ability to use and disclose PHI and electronic PHI. The Employer shall have access to PHI and electronic PHI from the Plan only as permitted under this section or as otherwise required or permitted by HIPAA and HITECH.

11.2 Permitted Disclosure of Enrollment/Disenrollment Information

The Plan may disclose to the Employer information on whether the individual is participating in the Plan.

11.3 Permitted Uses and Disclosure of Summary Health Information

The Plan may disclose Summary Health Information to the Employer provided that the Employer requests the Summary Health Information for the purpose of modifying, amending, or terminating the Plan.

Summary Health Information means information:

- That summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom the Employer had provided health benefits under a health plan; and
- From which the required information has been deleted, except that the geographic information need only be aggregated to the level of a five-digit ZIP code.

11.4 Permitted and Required Uses and Disclosure of PHI for Plan Administration Purposes

Unless otherwise permitted by law, and subject to the conditions of disclosure and obtaining written certification described below, the Plan may disclose PHI and electronic PHI to the Employer, provided that the Employer uses or discloses such PHI or electronic PHI only for Plan Administration Purposes.

Plan Administration Purposes means administration functions performed by the Employer on behalf of the Plan, such as quality assurance, claims processing, auditing, and monitoring. Plan Administration functions do not include functions performed by the Employer in connection with any other benefit or benefit plan of the Employer, and they do not include any employment-related functions.

Notwithstanding the provisions of this Plan to the contrary, in no event shall the Employer be permitted to use or disclose PHI or electronic PHI in a manner that is inconsistent with 45 CFR Section 164.504(f).

11.5 Conditions of Disclosure for Plan Administration Purposes

Employer agrees that with respect to any PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it, the Employer shall:

- Not use or further disclose PHI other than as permitted or required by the Plan or as required by law;
- Ensure that any agent, including a subcontractor, to whom it provides PHI received from the Plan agrees to the same restrictions and conditions that apply to the Employer with respect to PHI;
- Not use or disclose PHI for employment-related actions or decisions in connection with the employee benefit plan of Ashland School District DBA Jackson County School District #5;
- Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- Make available PHI to comply with HIPAA's right to access in accordance with 45 CFR Section 164.524;
- Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- Make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;

- Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance with HIPAA's privacy and security requirements;
- If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- Ensure that the adequate separation between the Plan and the Employer (i.e., the "firewall"), required in 45 CFR Section 504(f)(2)(iii), is satisfied.

The Employer further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the Plan, it will:

- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- Ensure that the adequate separation between the Plan and the Employer (i.e., the firewall), required by 45 CFR Section 504(f)(2)(iii) is supported by reasonable and appropriate security measures;
- Ensure that any agents, including subcontractors, to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the information; and
- Report to the Plan any security incident of which it becomes aware, as follows: Employer will report to the Plan, with such frequency and at such times as agreed, the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy electronic PHI or to interfere with systems operations in an information system containing electronic PHI; in addition, Employer will report to the Plan as soon as feasible any successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI or interference with systems operations in an information system containing electronic PHI .

11.6 Separation Between Plan and Employer

The Employer shall designate such Employee(s) of the Employer who need access to PHI in order to perform Plan administrative functions such as quality assurance, auditing, monitoring, and payroll. No other persons shall have access to PHI. Such specified Employee(s), or classes of Employees, shall only have access to and use of PHI to the extent necessary to perform the Plan administration.

In the event any designated Employee(s) do not comply with the provisions of this section, such Employee(s) shall be subject to disciplinary action by the Employer for non-compliance pursuant to the Employer's disciplinary procedures.

The Employer will ensure that the provisions of this section are supported by reasonable and appropriate security measures to the extent the designees have access to electronic PHI.

11.7 Certification of Plan Sponsor

The Plan shall disclose PHI to the Employer only upon the receipt of a certification by the Employer that the Plan has been amended to incorporate the provisions of 45 CFR Section 164.504(f)(2)(ii), and that the Employer agrees to the conditions of disclosure set forth in Section 11.5.

11.8 Organized Health Care Arrangement

The Plan Administrator intends the Plan to form part of an Organized Health Care Arrangement along with any other Benefit Option and Benefit Plan under 45 CFR Section 160.103 provided by Employer.

Section Twelve Statement of Rights

12.1 Receive Information About the Plan and Benefits

The Participant may examine without charge at Employer's principal office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report, if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

The Participant may obtain, upon written request to Human Resources, copies of documents governing the operation of the Plan, including insurance contracts and updated Plan Document and Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

12.2 COBRA

The Participant may continue health care coverage for the Participant, Spouse, or Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. The Participant, Spouse, or Dependents may have to pay for such coverage.

12.3 Prudent Actions by Plan Fiduciaries

The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Participant and other Plan participants and beneficiaries. No one, including the Employer or any other person, may fire the Participant or otherwise discriminate against the Participant in any way to prevent the Participant from obtaining a Benefit.

12.4 Enforce the Participant's Rights

If the Participant's claim is denied or ignored, in whole or in part, the Participant has the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

If the Participant has a claim for Benefits, which is denied or ignored in whole or in part, and if the Participant has exhausted the claims procedures available to Participant under the Plan, the Participant may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if the Participant is discriminated against for asserting Participant's rights, Participant may seek assistance from the U.S. Department of Labor, or the Participant may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the Participant is successful, the court may order the person the Participant has sued to pay these costs and fees. If the Participant loses, the court may order the Participant to pay these costs and fees, for example, if the court finds the claim is frivolous.

12.5 Assistance with Questions

If the Participant has any questions about the Plan, the Participant should contact the Employer's Human Resource Department. If the Participant has any questions about this statement, or if the Participant needs assistance in obtaining documents from the Plan Administrator, the Participant should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

In Witness Whereof, Ashland School District DBA Jackson County School District #5 has caused this Plan to be executed in its name and on its behalf, to be effective January 1, 2026.

**Ashland School District
DBA Jackson County School District #5**

By: _____

Its: _____

Attest: _____

Its: _____

Glossary

Capitalized terms used in the Plan have the following meanings:

ACA means the Affordable Care Act.

Benefit(s) means a benefit that is offered as an option for coverage under the corresponding employee health and welfare benefit plan.

Benefit Plan means the underlying employee health and welfare benefit plan.

Cafeteria Plan means the Ashland School District DBA Jackson County School District #5 Flexible Benefits Plan as set forth herein and as amended from time to time.

Claimant means a Participant, a person designated by a Participant who is entitled to a benefit under the Plan, or an authorized representative of a Participant who submits a claim for Plan Benefits in accordance with the Plan procedures for filing Benefit claims as outlined in Section Seven and the schedules attached hereto.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code means the Internal Revenue Code of 1986, as amended.

Compensation means the wages or salary paid to an Employee by the Employer, determined prior to: (1) any Salary Reduction election under this Plan; (2) any Salary Reduction election under any other cafeteria plan; (3) any compensation reduction under any Code Section 132(f)(4) plan; and (4) any salary deferral elections under any Code Sections 401(k), 408(k) or 457(b) plan or arrangement.

Contribution means the amount contributed to pay for the cost of Benefits as calculated under the Benefit Options.

Dependent, with regard to the **Health FSA** or **PPP**, means the following individuals as more specifically defined in Code Section 152 and the guidance promulgated thereunder:

- A person who is a qualifying child or qualifying relative;
- Any child of the Participant who as of the end of the taxable year has not attained age 27; and
- Any child of divorced or separated parents who receives more than half of his or her support from one or both parents and is in the custody of one or both parents for more than half of the calendar year.

Generally, the Code does not allow tax-free health coverage for dependents of a Dependent, or married Dependents filing joint returns. However, under a special rule, such individuals can still

obtain tax-free health coverage, as long as the other Code Section 152 requirements are met. Likewise, a special rule allows tax-free health coverage for individuals who are a “qualifying relative” even if such individuals have gross income in excess of the exemption amount.

In addition, the **Health FSA** Component will provide Benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of “Dependent.”

Dependent, with regard to the **Dependent Care FSA**, means a person who is a qualifying person as defined in Code Section 21, as amended (see also “Qualifying Individual” under the **Dependent Care FSA**).

Dependent Care Expenses has the meaning described in the **Dependent Care FSA** Schedule below.

Dependent Care FSA or Dependent Care Flexible Spending Account means the **Dependent Care Flexible Spending Account** component established by Employer under the Plan. It allows the Participant to use pre-tax dollars to pay for the care of the Participant’s eligible Dependents while the Participant is at work.

Earned Income means all income derived from wages, salaries, tips, self-employment, and other Compensation, but only if such amounts are includible in gross income for the taxable year. Earned income does not include: any amounts received pursuant to any **Dependent Care FSA** established under Code Section 129; or any other amounts excluded from earned income under Code Section 32(c)(2), such as amounts received under a pension or annuity, or pursuant to workers’ Compensation.

Effective Date of this Plan shall be January 1, 2026.

Eligible Employee means any Employee who has satisfied the eligibility conditions for the Employer’s group medical plan.

Employee means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

The following classes of employees cannot participate in the Ashland School District DBA Jackson County School District #5 Flexible Benefits Plan:

- Leased employees (as defined by Section 414 (n) of the Code);
- Contract workers and independent contractors;
- Temporary employees, casual employees, and employees hired short-term to meet specific needs of the Employer whether or not such persons are on the Employer’s W-2 payroll;
- Individuals paid by a temporary or other employment or staffing agency;

- Self-employed individuals; and
- Any more than two percent (2%) shareholders of S corporations.

Employer means Ashland School District DBA Jackson County School District #5.

Exchange means the Health Insurance Marketplace – organized markets where individuals and families can shop for and enroll in health insurance.

FMLA means the Family and Medical Leave Act of 1993, as amended.

Health Care Expenses has the meaning defined in the **Health FSA** Schedule below.

Health FSA or Health Flexible Spending Account means the **Health Flexible Spending Account** established by the Employer under the Plan. It allows a Participant to use pre-tax dollars to pay for most health expenses not reimbursed under other programs.

Health Plan means a health benefit plan sponsored by the Employer.

HDHP or High Deductible Health Plan means the high deductible health plan offered by the Employer that is intended to qualify as a high deductible health plan under Code Section 223(c)(2), as described in materials provided separately by the Employer.

Highly Compensated Individual means any person who is a “highly compensated individual” as defined in IRC Section 125 and the regulations issued thereunder.

Highly Compensated Participant means any person who is a “highly compensated participant” as defined in IRC Section 125 and the regulations issued thereunder.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended.

HITECH means the Health Information Technology for Economic and Clinical Health Act of 2009.

Key Employee means any person who is a key employee as defined in Code Section 416(i)(1).

Mistake means where there is clear and convincing evidence that a Participant has made an impossible election, or a clerical or administrative error occurred on the part of the Plan Administrator.

Open Enrollment Period with respect to a Plan Year means a period as described by the Plan Administrator preceding the Plan Year during which Participants may make Benefit elections for the Plan Year.

Participant means a person who is an Employee and who is participating in this Plan in accordance with the provisions of the Eligibility and Participation section. Participants include those that elect to receive Benefits under this Plan, and enroll for Salary Reductions to pay for

such Benefits; and those that elect instead to receive their full salary in cash and have not elected the **Health FSA** or **Dependent Care FSA**.

Period of Coverage means the Plan Year, with the following exceptions: (1) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date participation commences, as described in the Eligibility and Participation section; and (2) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date participation terminates, as described in the Eligibility and Participation section.

Plan means the Ashland School District DBA Jackson County School District #5 Flexible Benefits Plan, as set forth herein and as amended from time to time.

Plan Administrator means Ashland School District DBA Jackson County School District #5.

Plan Year means the twelve (12) month period ending December 31.

PPP means the **Premium Payment Plan**.

Premium Payment Plan means the Benefit Option in which an Employee can elect to participate and have Contributions for the Benefit Plan paid on a pre-tax basis.

PHI means **Protected Health Information** which is information that is created or received by the Plan and relates to the past, present, or future physical, mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. Protected health information includes information of persons living or deceased.

QMCSO means a Qualified Medical Child Support Order, as defined in Code Section 609(a).

Qualifying Dependent Care Services has the meaning described in the **Dependent Care FSA** Schedule below.

Qualifying Individual means:

- A tax Dependent of the Participant as defined in Code Section 152 who is under the age of thirteen (13) and who is the Participant's qualifying child as defined in Code Section 152(a)(1);
- A tax Dependent of the Participant as defined in Code Section 152 who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or
- A Participant's Spouse, as defined in Code Section 152, who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year.

In the case of divorced or separated parents, a child shall be treated as a Qualifying Individual of the custodial parent within the meaning of Code Section 152(e).

Salary Reduction means the amount by which the Participant's Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefit Options.

Salary Reduction Agreement means the agreement, whether completed automatically, via form(s), or an internet website, which Employees use to make Benefit elections that spells out the procedures for an Employee to participate in the Plan and elect Salary Reductions to pay for any Benefit Options offered under this Benefit Plan.

Spouse means an individual who is treated as a spouse for federal tax purposes. A common-law spouse shall be eligible for coverage under this Plan if the foregoing requirement is met and the covered Employee submits a written notarized statement affirming the person as his or her Spouse and naming the state of marriage. An individual who is divorced from the covered Employee is specifically excluded from the definition of Spouse. The Plan Administrator may require documentation of an individual's status as a Spouse.

Student means an individual who, during five or more calendar months during the Plan Year, is a full-time student at any educational organization that normally maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly held.

USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Unused Health FSA Balance means unused **Health FSA** amounts remaining at the end of the Plan Year.

Appendix A
Exclusions—Medical Expenses That Are Not Reimbursable From the Health FSA

The Plan document contains the general rules governing what expenses are reimbursable under the **Health FSA**. This Appendix A, as referenced in the Plan document, specifies certain expenses that are excluded under this Plan with respect to reimbursement from the **Health FSA**—that is, expenses that are *not* reimbursable, even if such expenses meet the definition of “medical care” under Code Section 213(d) and may otherwise be reimbursable under the regulations governing health flexible spending accounts:

- Over-the-counter medications or drugs, unless the medicine or drug meets the requirements outlined in Appendix B.
- Health insurance premiums for any other plan (including a plan sponsored by another employer, a plan offered through the Marketplace, or an individual insurance policy).
- Long-term care services.
- Cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease. “Cosmetic surgery” means any procedure that is directed at improving the patient’s appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.
- The salary expense of a nurse to care for a healthy newborn at home.
- Funeral and burial expenses.
- Household and domestic help (even if recommended by a qualified physician due to an Employee’s or Dependent’s inability to perform physical housework).
- Custodial care.
- Costs for sending a child to a special school for benefits that the child may receive from the course of study and disciplinary methods.
- Social activities, such as dance lessons (even if recommended by a physician for general health improvement).
- Bottled water.
- Cosmetics, toiletries, toothpaste, etc.
- Uniforms or special clothing, such as maternity clothing.

- Automobile insurance premiums.
- Transportation expenses of any sort, including transportation expenses to receive medical care.
- Marijuana and other controlled substances that are in violation of federal laws, even if prescribed by a physician.
- Any item that does not constitute “medical care” as defined under Code Section 213(d).
- Any item that is not reimbursable under Code Section 213(d) due to the rules in Prop. Treas. Reg. Section 1.125-5(k)(4) or other applicable law or regulations.

Refer to Appendix B for rules governing the payment or reimbursement of over-the-counter medicine and drugs.

Appendix B
Over-the-Counter Medicine or Drugs and Debit Cards

This Appendix B applies only to the **Health FSA** only in limited cases where such coverage qualifies as permitted coverage or preventive care.

Over-the-Counter (“OTC”) Medicine or Drug Requirements for Reimbursement. Effective December 31, 2019, expenses incurred for medicines or drugs may be paid or reimbursed by your Health FSA.

Items that are not medicines or drugs, including equipment such as crutches, supplies such as bandages, and diagnostic devices such as blood sugar test kits, may qualify as medical care if they otherwise meet the definition of medical care in Code Section 213(d)(1). The term medical care includes expenses for the diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body.

For purposes of this section, expenses incurred for menstrual care products (as defined in Code Section 223(d)(2)(D)) after December 31, 2019, shall be treated as incurred for medical care for expenses. The term “menstrual care product” means a tampon, pad, liner, cup, sponge, or similar product used by individuals with respect to menstruation or other genital tract secretions.

Monthly Limits on Reimbursing OTC Drugs. Only reasonable quantities of OTC medicines or drugs of the same kind may be reimbursed in a single calendar month. Stockpiling is not permitted.

Note: Prior to the purchase of OTC drugs, Participants should verify with the Claims Administrator that the dispensing drug store, pharmacy or other vendor meets the requirements described below. Failure to do so could result in a **Health FSA** debit card not being accepted and the transaction being deemed unsubstantiated.

Debit Cards. **Health FSA** debit cards may not be used to purchase OTC medicines or drugs on or after January 1, 2011, except as provided below:

- **Drug Stores and Pharmacies.** **Health FSA** debit cards may be used to purchase OTC medicines or drugs at drug stores and pharmacies, non-health care merchants that have pharmacies, and mail-order or web-based vendors that sell prescription medicine or drugs if the following requirements are met:
 - The pharmacy or other vendor retains a record of the name of the purchaser or patient, and the date and amount of the purchase in a manner that meets IRS recordkeeping requirements for card programs;
 - The records are available to the Employer or its agent upon request;

- The requirements of other IRS guidance regarding card programs are satisfied.

Health FSA debit cards also may be used to purchase OTC medicines or drugs at a pharmacy that does not have a SIGIS Inventory Information Approval System (“IIAS”) if ninety percent (90%) of the store’s gross receipts during the prior taxable year consist of items which qualify as expenses for medical care under Section 213(d), provided that substantiation is properly submitted.

- **Other Vendors.** **Health FSA** debit cards can be used to purchase OTC drugs from vendors with health care-related merchant category codes (“MCCs”) if the following requirements are met:
 - The pharmacy or other vendor retains a record of the name of the purchaser or patient and the date and amount of the purchase in a manner that meets IRS recordkeeping requirements for card programs;
 - The records are available to the Employer or its agent upon request; and
 - The requirements of other IRS guidance regarding card programs are satisfied.

Debit card may not be used to purchase OTC drugs at any other providers or merchants after January 15, 2011.

See the following chart for examples of OTC items that are eligible for debit card purchases after December 31, 2019.

Examples of OTC items eligible for debit card purchases:

- Acid controllers
- Acne medicine
- Aids for indigestion
- Allergy and sinus medicine
- Anti-diarrhea medicine
- Baby rash ointment
- Bandages
- Braces and supports
- Catheters
- Cold and flu medicine

- Contact lens solution and supplies
- Crutches
- Denture cleaners and adhesives
- Diagnostic tests and monitors (such as blood glucose monitors)
- Elastic bandages and wraps
- Eye drops
- Feminine anti-fungal or anti-itch products
- First-aid supplies
- Hemorrhoid treatment
- Insulin
- Laxatives or stool softeners
- Lice treatments
- Menstrual care products (after December 31, 2019)
- Motion sickness medicines
- Nasal sprays or drops
- Ointments for cuts, burns or rashes
- Ostomy products
- Pain relievers, such as aspirin or ibuprofen
- Reading glasses
- Sleep aids
- Stomach remedies
- Walkers, wheelchairs and canes

Schedule A
Premium Payment Plan

Unless otherwise specified, terms capitalized in this Schedule A shall have the same meaning as the defined terms in the Plan Document to which this Schedule is attached.

A.1 Benefits

Under this **Premium Payment Plan (“PPP”)**, the Employee may elect the following Benefit Options:

- Health Insurance Premiums
- Dental Insurance
- Vision Care Insurance
- Accidental Death & Dismemberment
- Group Term Life Insurance
- Prescription Drug Coverage Premiums

If the Employee is an enrolled Participant in the Health Plan Benefit Options and timely submits an executed Salary Reduction Agreement, the Employee can either:

- Option A: Elect Benefit Options under the **PPP** by electing to contribute his or her share for the Benefit Options on a pre-tax basis; or
- Option B: Elect no Benefits under the **PPP** and to contribute his or her share, if any, for the Benefit Options with after-tax deductions outside of this Plan.

Benefits elected under Option A will be funded by the Participant’s Contributions as provided in the Eligibility and Participation section.

An Employee will commence participation in the **PPP** automatically upon enrolling in the Health Plan Benefit Options. The Employee will receive advance notice of the automatic enrollment and may opt out of enrollment in the **PPP** by affirmatively electing to do so no more than thirty (30) days from the date on which the automatic enrollment otherwise occurs. The entire premium portion the Employee pays will be deducted from the Employee’s paychecks on a pre-tax basis as described in this Plan.

Unless an exception applies, as described in the Irrevocability of Elections and Exceptions section, such Benefit elections are irrevocable for the duration of the Period of Coverage to which it relates.

A.2 Contributions

The annual Contribution for the **PPP** is equal to the amount as set by the Employer, which may or may not be the same amount charged under the Benefit Plan.

A.3 Benefits Provided Under the Benefit Plan

Benefits will be provided by the Benefit Plan, not this Plan. The types and amounts of Benefits, the requirements for participation, and other terms and conditions of coverage of the Benefit Plan are set forth in the applicable plan document and component benefit documents. No changes can be made under this Plan with respect to the Benefit Plan if such changes are not permitted under the applicable Benefit Plan.

All claims to receive benefits under the Benefit Plan shall be subject to and governed by the terms and conditions of the Benefit Plan and the rules, regulations, policies and procedures adopted in accordance therewith, as may be amended from time to time.

A.4 COBRA

To the extent required by COBRA, the Participant, Spouse and Dependent, as applicable, whose coverage terminates under the Benefit Plan because of a COBRA qualifying event and who is a qualified beneficiary as defined under COBRA, shall be given the opportunity to continue the same coverage that the Participant, Spouse or Dependent had under the Benefit Plan the day before the qualifying event for the periods prescribed by COBRA, on a self-pay basis. Such continuation coverage shall be subject to all conditions and limitations under COBRA.

Schedule B
Flexible Spending Account

Unless otherwise specified, terms capitalized in this Schedule B shall have the same meaning as the defined terms in the Plan Document to which this Schedule is attached.

B.1 Benefit Contributions

The annual Contribution for a Participant's **Health FSA** is equal to the annual Benefit amount elected by the Participant.

B.2 Eligible Health Care Expenses

Under the **Health FSA**, a Participant may receive reimbursement for Health Care Expenses incurred during the Period of Coverage for which an election is in force.

- **Incurred.** With the exception of orthodontia expenses discussed below, a Health Care Expense is incurred at the time the medical care or service giving rise to the expense is provided, and not when the Participant is formally billed for, is charged for, or pays for the medical care.
- **Orthodontia Expenses Incurred.** Notwithstanding the foregoing, orthodontia expenses may be reimbursed by this Plan if the expenses have been incurred within the Period of Coverage. This includes orthodontia expenses that are paid in advance of the services being provided if the advance payment is required in order to receive the services (i.e., a down payment is required). Orthodontia expenses will be deemed to have been incurred when the advance payment is made, provided the payment is made within the Period of Coverage.

Orthodontia expenses may also be reimbursed if a reasonable payment schedule or service contract with expense detail is provided with the claim. A reasonable payment schedule or service contract must be prepared by the Participant's dentist and must illustrate what orthodontia services are to be provided, when the services are planned to be provided (identified by month and year), and the corresponding projected expenses associated with those services. An example of a reasonable payment schedule or service contract may include a down payment for initial services provided and subsequent proportional payments in anticipation of follow-up services.

- **Health Care Expenses.** Health Care Expenses means expenses incurred by a Participant, or the Participant's Spouse or Dependent(s) covered under the **Health FSA** for medical care, as defined in Code Section 213(d), other than expenses that are excluded by this Plan, but only to the extent that the Participant or other person incurring the expense is not reimbursed through any other accident or health plan.

- **Expenses That Are Not Reimbursable.** Insurance premiums are not reimbursable from the **Health FSA**. Other expenses that are not reimbursable are listed in Appendix A to the Plan Document.
- **Change in Health FSA Benefits for Children Under Age 27.** As a result of a change to the Code that was part of federal health care reform, a Participant in the **Health FSA** can now be reimbursed for otherwise-eligible Health Care Expenses incurred by a child through December 31 of the calendar year in which the child turns age 26, regardless of the child's residency, employment, financial dependence, Student status, marital status, or status as a tax Dependent. The change applies to expenses that are incurred on or after March 30, 2010, by a child as defined under the Dependent definition in the Glossary section of this document. Otherwise-reimbursable Health Care Expenses incurred by a child before that date will also qualify for reimbursement if the child was the Participant's tax Dependent for health coverage purposes when the expenses were incurred.
- **Change in Medical Insurance Benefits for Children Under Age 27.** As a result of the change to the Code discussed above, if the Participant has a child who is under age 27 as of the end of the calendar year and is currently receiving health coverage, income will not be imputed for the coverage beginning March 30, 2010.

If you have questions, please contact the Plan Administrator at Ashland School District DBA Jackson County School District #5.

B.3 Maximum and Minimum Benefits

- **Maximum Reimbursement Available; Uniform Coverage Rule.** The maximum dollar amount elected by the Participant for reimbursement of Health Care Expenses incurred during a Period of Coverage, reduced by prior reimbursements during the Period of Coverage, shall be available at all times during the Period of Coverage, regardless of the actual amounts credited to the Participant's **Health FSA**. Notwithstanding the foregoing, no reimbursements will be available for Health Care Expenses incurred after coverage under this Plan has terminated, unless the Participant has elected COBRA as provided below.

Payment shall be made to the Participant in cash as reimbursement for Health Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, provided that the other requirements of this section have been satisfied.

- **Maximum and Minimum Dollar Limits.** The maximum annual Benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Health Care Expenses incurred in any Period of Coverage shall be Three Thousand Four Hundred and No/100 Dollars (\$3,400.00) and shall increase each year pursuant to published guidance from the Internal Revenue Service. For any Plan Year, a Participant may not elect **Health FSA** Salary Reduction Contributions in excess of the maximum

dollar limit permitted under health care reform as adjusted for inflation pursuant to Code Section 125(i). The minimum annual Benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Health Care Expenses incurred in any Period of Coverage shall be One Hundred Twenty and No/100 Dollars (\$120.00), unless a higher minimum is specified in the Salary Reduction Agreement. Reimbursements due for Health Care Expenses incurred by the Participant's Spouse or Dependent(s) shall be charged against the Participant's **Health FSA**.

- **Changes.** For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Salary Reduction Agreement or another document, provided that a Participant may not elect to have **Health FSA** Salary Reduction Contributions in excess of the maximum dollar limit permitted under health care reform and described in this Schedule.
- **Mid-Year Proration for New Hires.** If a Participant enters the Plan mid-year, then the maximum annual Benefit the Participant may elect will be prorated on the basis of monthly Contributions. The remaining full months of the Period of Coverage are multiplied by the maximum annual Benefit per month respectively, up to the maximum annual Benefit amount stated above.
- **No Proration for Mid-Year Election Increase.** If a Participant wishes to increase his or her election mid-year as permitted under this Plan, then the Participant may increase coverage, up to the maximum annual benefit amount stated above. The maximum annual Benefit amount will not be prorated.
- **Effect on Maximum Benefits If Election Change Permitted.** Any change in an election affecting annual Contributions to the **Health FSA** will also change the maximum reimbursement Benefits for the balance of the Period of Coverage commencing on the election change effective date. Such maximum reimbursement Benefits for the balance of the Period of Coverage shall be calculated by adding:
 - The aggregate Contribution for the period prior to such election change; to
 - The total Contribution for the remainder of such Period of Coverage to the **Health FSA**; reduced by
 - All reimbursements made during the entire Period of Coverage.
- **FMLA Leave.** Any change in an election for FMLA leave will change the maximum reimbursement Benefits in accordance with FMLA or the regulations governing cafeteria plans.

B.4 Establishment of Account

The Plan Administrator will establish and maintain a **Health FSA** with respect to each Participant who has elected to participate in the **Health FSA**, but will not create a separate fund or otherwise segregate assets for this purpose. The account established hereto will merely be a record keeping account with the purpose of keeping track of Contributions and determining forfeitures.

- **Crediting of Accounts.** A Participant's **Health FSA** will be credited following each Salary Reduction actually made during each Period of Coverage with an amount equal to the Salary Reduction actually made.
- **Debiting of Accounts.** A Participant's **Health FSA** will be debited during each Period of Coverage for any reimbursement of Health Care Expenses incurred during the Period of Coverage.
- **Available Amount Not Based on Credited Amount.** The amount available for reimbursement of Health Care Expenses is the amount as calculated according to the "Maximum Reimbursement Available" paragraph of this section above. It is not based on the amount credited to the **Health FSA** at a particular point in time.

B.5 Use It or Lose It Rule; Forfeiture of Account Balance

- **Use It or Lose It Rule.** Except for any allowable Carryover as set forth below, if any Unused **Health FSA** Balance remains in the Participant's **Health FSA** for a Period of Coverage after all reimbursements have been made for the Period of Coverage, then such balance shall not be carried over to reimburse the Participant for Health Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance.
- **Use of Forfeitures.** All forfeitures under this Plan shall be used as follows:
 - First, to offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements with respect to any Participant in excess of the Contributions paid by such Participant through Salary Reductions;
 - Second, to reduce the cost of administering the **Health FSA** during the Plan Year or the subsequent Plan Year; and
 - Third, to provide increased Benefits or Compensation to all Participants in subsequent years in any weighted or uniform fashion that the Plan Administrator deems appropriate, consistent with prevailing IRS guidance.

- **Unclaimed Benefits.** Benefit payments that remain unclaimed by the close of the Plan Year following the Period of Coverage in which the Health Care Expense was incurred shall be forfeited and applied as described above.

Refer to Appendix B for rules governing the payment or reimbursement of OTC medicine and drugs.

B.6 Carryovers

Notwithstanding any other provision of the Plan to the contrary, any Unused **Health FSA** Balance of up to Six Hundred Eighty and No/100 Dollars (\$680.00) remaining in a Participant's **Health FSA** Account at the end of a Plan Year can be carried over and used to reimburse the Participant for Medical Care Expenses that are incurred during the next Plan Year, subject to the following conditions:

- No more than Six Hundred Eighty and No/100 Dollars (\$680.00) of the Participant's Unused **Health FSA** Balance for a Plan Year may be carried over for use in the next Plan Year. Carryover amounts may not be cashed out or converted to any other taxable or nontaxable benefit, and will not count toward the maximum dollar limit as defined under Section B.3.
- A Participant who is otherwise eligible for the **Health FSA** for a Plan Year but does not make a **Health FSA** election for that Plan Year may use any Carryovers from the preceding Plan Year for Medical Care Expenses incurred in the current or preceding Plan Year (as further provided herein). However, an Employee or other individual must be a participant in the **Health FSA** as of the last day of a Plan Year in order to carry over unused amounts to the next Plan Year. Termination of employment and cessation of eligibility will result in a loss of Carryover eligibility unless a COBRA election is made.
- A Participant may elect prior to the beginning of a Plan Year to waive the Carryover from the preceding Plan Year in accordance with procedures established by the Plan Administrator. A Participant who waives the Carryover may continue to submit claims for Medical Care Expenses incurred during the preceding Plan Year until April 30 of the following Plan Year, to be reimbursed from the Participant's available **Health FSA** amounts.
- Medical Care Expenses incurred during a Plan Year will be reimbursed first from a Participant's unused amounts credited for that Plan Year and then from amounts carried over from the preceding Plan Year. Carryovers that are used to reimburse a current Plan Year expense will reduce the amount available to pay the Participant's preceding Plan Year expenses, cannot exceed Six Hundred Eighty and No/100 Dollars (\$680.00), and will count against the Six Hundred Eighty and No/100 Dollars (\$680.00) maximum Carryover amount.

- If any Unused **Health FSA** Balance remains for a Plan Year after all reimbursements have been made for that Plan Year in excess of the amount that can be carried over under this subsection, the Participant will forfeit all rights with respect to those amounts, which will be subject to the Plan's provisions regarding forfeitures in Section B.5.

B.7 Reimbursement Procedure

- **Timing.** Within thirty (30) days after receipt of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Health Care Expenses, or HEI will notify the Participant that a claim has been denied. This time period may be extended for an additional fifteen (15) days for matters beyond the control of HEI, including in cases where a reimbursement claim is incomplete. HEI will provide written notice of any extension, including the reasons for the extension, and will allow the Participant forty-five (45) days from receipt of the written notice in which to complete an incomplete reimbursement claim.
- **Claims Substantiation.** A Participant who has elected to receive Health Care Reimbursement Benefits for a Period of Coverage may apply for reimbursement by submitting a claim to HEI within a runout period of ninety (90) days of the Plan Year, setting forth:
 - The person or persons on whose behalf Health Care Expenses have been incurred;
 - The nature and date of the expenses incurred;
 - The amount of the requested reimbursement;
 - The name of the person, organization, or entity to whom the Expense was or is to be paid;
 - A statement that such expenses have not otherwise been reimbursed and the Participant will not seek reimbursement through any other source; and
 - Other such details about the expenses that may be requested by HEI in the reimbursement request form or otherwise.

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Health Care Expenses have been incurred and the amounts of such expenses, together with any additional documentation that HEI may request. Except for the final reimbursement claim for a Participant's **Health FSA** for a Plan Year or other Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claim for reimbursement is at least Twenty-Five and No/100 Dollars (\$25.00). If the **Health FSA** is accessible by an electronic payment card (e.g., debit card, credit card, or similar arrangement), the Participant will be required to

comply with substantiation procedures established by HEI in accordance with the prevailing IRS guidance.

- **Claims Denied.** For appeal of claims that are denied, see the Appeals Procedure in the Plan Document.
- **Claims Ordering; No Reprocessing.** All claims for reimbursement will be paid in the order in which they are approved. Once paid, a claim will not be reprocessed or otherwise re-characterized solely for the purpose of paying it from amounts attributable to a different Plan Year or Period of Coverage.

B.8 Reimbursements After Termination; Limited COBRA Continuation

When a Participant ceases to be a Participant under Section 4.3, the Participant's Salary Reductions and election to participate will terminate. The Participant will not be able to receive reimbursements for Health Care Expenses incurred after the end of the day on which the Participant's employment terminates or the Participant otherwise ceases to be eligible. However, such Participant, or the Participant's estate, may claim reimbursement for any Health Care Expenses incurred during the Period of Coverage prior to termination, provided that the Participant, or the Participant's estate, files a claim within ninety (90) days after the date that the Participant ceases to be a Participant.

Health FSA expenses are reimbursed up to the full amount of the Participant's annual coverage. If the Participant terminates employment and has been reimbursed for more than the amount the Participant contributed to the **Health FSA**, the Participant does not need to repay the overspent amount.

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and such Participant's Spouse and Dependent(s), whose coverage terminates under the **Health FSA** because of a COBRA qualifying event, shall be given the opportunity to continue the same coverage that the Participant had under the **Health FSA** the day before the qualifying event, subject to all conditions and limitations under COBRA. The Contributions for such continuation coverage will be equal to the cost of providing the same coverage to an active Employee taking into account all costs incurred by the Employee and the Employer plus a two percent (2%) administration fee. Specifically, an individual will be eligible for COBRA continuation coverage only if the Participant's remaining available amount is greater than the Participant's remaining Contribution payments at the time of the qualifying event, taking into account all claims submitted before the date of the qualifying event. Such individual will be notified if the individual is eligible for COBRA continuation coverage.

If COBRA is elected, COBRA coverage will be subject to the most current COBRA rules. COBRA will be available only for the remainder of the Plan Year in which the qualifying event occurs. Such COBRA coverage for the **Health FSA** will cease at the end of the Plan Year, and cannot be continued for the next Plan Year. Coverage may terminate sooner if the Contributions for a Period of Coverage are not received by the due date established by the Plan Administrator for

that Period of Coverage. Continuation coverage is only granted after the Plan Administrator has received the Contributions for that Period of Coverage.

Contributions for coverage for **Health FSA** Benefits may be paid on a pre-tax basis for current Employees receiving taxable Compensation but may not be prepaid from Contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year, where COBRA coverage arises either:

- Because the Employee ceases to be eligible because of a reduction of hours; or
- Because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage.

For all other individuals, Contributions for COBRA coverage for **Health FSA** Benefits shall be paid on an after-tax basis, unless permitted otherwise by the Plan Administrator, but may not be prepaid from Contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year.

B.9 Qualified Reservist Distribution

If a Participant meets all of the following conditions, the Participant may elect to receive a qualified reservist distribution from the **Health FSA**:

- The Participant's Contributions to the **Health FSA** for the Plan Year as of the date the qualified reservist distribution is requested exceeds the reimbursements the Participant has received from the **Health FSA** for the Plan Year as of that date.
- The Participant is ordered or called to active military duty for a period of at least one hundred eighty (180) days or for an indefinite period by reason of being a member of the Army National Guard of the United States, the Army Reserve, the Navy Reserve, the Marine Corps Reserve, the Air National Guard of the United States, the Air Force Reserve, the Coast Guard Reserve, or the Reserve Corps of the Public Health Service.
- The Participant has provided the Plan Administrator with a copy of the order or call to active duty. An order or call to active duty of less than one hundred eighty (180) days' duration must be supplemented by subsequent calls or orders to reach a total of one hundred eighty (180) or more days.
- The Participant is ordered or called to active military duty on or after April 1, 2009, or the Participant's period of active duty begins before April 1, 2009, and continues on or after that date.
- During the period beginning on the date of the Participant's order or call to active duty and ending on the last day of the Plan Year during which the order or call occurred, the

Participant submits a qualified reservist distribution election form to the Plan Administrator.

Amount of Qualified Reservist Distribution. If the above conditions are met, the Participant will receive a distribution from the **Health FSA** equal to the Participant's Contributions to the **Health FSA** for the Plan Year as of the date of the distribution request, minus any reimbursements received for the Plan Year as of that date.

No Reimbursement for Expenses Incurred After Distribution Request. Once a Participant requests a qualified reservist distribution, the Participant forfeits the right to receive reimbursements for Health Care Expenses incurred during the period that begins on the date of the distribution request and ends on the last day of the Plan Year. The Participant may, however, continue to submit claims for Health Care Expenses that were incurred before the date of the distribution request (even if the claims are submitted after the date of the qualified reservist distribution), so long as the total dollar amount of the claims does not exceed the amount of the **Health FSA** election for the Plan Year, minus the sum of the qualified reservist distribution and the prior **Health FSA** reimbursements for the Plan Year.

Tax Treatment of a Qualified Reservist Distribution. If the Participant receives a qualified reservist distribution, it will be included in the Participant's gross income and will be reported as wages on the Participant's Form W-2 for the year in which it is paid.

B.10 Named Fiduciary

The Plan Administrator is the Named Fiduciary for the **Health FSA** for the purposes of Code Section 402(a).

B.11 Coordination of Benefits

Health FSAs are intended to pay Benefits solely for Health Care Expenses not previously reimbursed or reimbursable elsewhere. Accordingly, the **Health FSA** shall not be considered a group health plan for coordination of Benefits purposes, and the **Health FSA** shall not be taken into account when determining benefits payable under any other plan.

Schedule C
Dependent Care Flexible Spending Account

Unless otherwise specified, terms capitalized in this Schedule C shall have the same meaning as the defined terms in the Plan Document to which this Schedule is attached.

C.1 Benefits

An Employee can elect to participate in the **Dependent Care FSA** to receive Benefits in the form of reimbursements for Dependent Care Expenses. If elected, the Benefit Option will be funded by the Participant on a pre-tax Salary Reduction basis. Unless an exception applies, as described in the Irrevocability of Elections and Exceptions section above, such election is irrevocable for the duration of the Period of Coverage to which it relates.

C.2 Benefit Contributions

The annual Contribution for a Participant's **Dependent Care FSA** Benefits is equal to the annual Benefit amount elected by the Participant, subject to the Maximum Benefits paragraph below.

C.3 Eligible Dependent Care Expenses

Under the **Dependent Care FSA**, a Participant may receive reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which an election is in force.

- **Incurred.** A Dependent Care Expense is "incurred" at the time the Qualifying Dependent Care Service giving rise to the expense is provided, and not when the Participant is formally billed for, is charged for, or pays for the Qualifying Dependent Care Services.
- **Dependent Care Expenses.** Dependent Care Expenses means expenses that are considered to be:
 - Employment-related expenses under Code Section 21(b)(2) relating to expenses for the care of a Qualifying Individual necessary for gainful employment of the Employee and Spouse; and
 - Expenses for incidental household services, if incurred by the Employee to obtain Qualifying Dependent Care Services, but only to the extent that the Participant or other person incurring the expense is not reimbursed for the expense through any other Plan.

If only a portion of a Dependent Care Expense has been reimbursed elsewhere, the **Dependent Care FSA** can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Schedule.

- **Qualifying Individual.** A Qualifying Individual is:
 - A tax Dependent of the Participant as defined in Code Section 152 who is under the age of 13 and who is the Participant’s qualifying child as defined in Code Section 152(a)(1);
 - A tax Dependent of the Participant as defined in Code Section 152, who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or
 - A Participant’s Spouse, as defined in Code Section 152, who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year.

In the case of divorced or separated parents, a child shall be treated as a Qualifying Individual of the custodial parent within the meaning of Code Section 152(e).

- **Qualifying Dependent Care Services.** Qualifying Dependent Care Services means services that both:
 - Relate to the care of a Qualifying Individual that enable the Participant and Spouse to remain gainfully employed after the date of participation in the **Dependent Care FSA** and during the Period of Coverage; and
 - Are performed:
 - In the Participant’s home; or
 - Outside the Participant’s home for:
 - The care of a Participant’s Dependent who is under age 13; or
 - The care of any other Qualifying Individual who regularly spends at least eight (8) hours per day in the Participant’s household.

In addition, if the expenses are incurred for services provided by a facility that provides care for more than six (6) individuals not residing at the facility and that receives a fee, payment or grant for such services, then the facility must comply with all applicable state and local laws and regulations.

- **Exclusions.** Dependent Care Expenses do not include amounts paid to or for:
 - An individual with respect to whom a personal exemption is allowable under Code Section 151(c) to a Participant or Participant’s Spouse;

- A Participant's Spouse;
- A Participant's child, as defined in Code Section 152(f)(1), who is under 19 years of age at the end of the year in which the expenses were incurred; and
- A Participant's Spouse's child, as defined in Code Section 152(a)(i), who is under 19 years of age at the end of the year in which the expenses were incurred.

C.4 Maximum Benefits

- **Maximum Reimbursement Available and Statutory Limits.** The maximum dollar amount elected by the Participant for reimbursement of Dependent Care Expenses incurred during a Period of Coverage shall only be available during the Period of Coverage to the extent of the actual amounts credited to the Participant's **Dependent Care FSA**, less amounts debited to the Participant's **Dependent Care FSA** pursuant to the Maximum Contribution paragraph below.

Payment shall be made to the Participant as reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, provided that the other requirements of this section have been satisfied.

No reimbursement otherwise due to a Participant hereunder shall be made to the extent that such reimbursement, when combined with the total amount of reimbursements made to date for the Plan Year, would exceed the year to date amount of Participant Contributions to the **Dependent Care FSA** for the Period of Coverage or applicable statutory limit.

- **Maximum Dollar Limits.** The maximum dollar limit for a Participant is the smallest of the following amounts:
 - The Participant's Earned Income for the calendar year;
 - The Earned Income for the calendar year of the Participant's Spouse who:
 - Is not employed during a month in which the Participant incurs a Dependent Care Expense; and
 - Is either physically or mentally incapable of self-care or a Student shall be deemed to have Earned Income in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00) per month per Qualifying Individual for whom the Participant incurs Dependent Care Expenses, up to a maximum amount of Five Hundred and No/100 Dollars (\$500.00) per month; or

- Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) for the calendar year, if:
 - The Participant is married and files a joint federal income tax return; or
 - The Participant is married, files a separate federal income tax return, and meets the following conditions:
 - The Participant maintains as his or her home a household that constitutes, for more than half of the taxable year, the principal abode of a Qualifying Individual;
 - The Participant furnishes over half of the cost of maintaining such household during the taxable year; and
 - During the last six (6) months of the taxable year, the Participant's Spouse is not a member of such household; or
 - The Participant is single or is the head of the household for federal income tax purposes.
- Three Thousand Seven Hundred Fifty and No/100 Dollars (\$3,750.00) for the calendar year if the Participant is married and resides with the Spouse, but files a separate federal income tax return.
- **Changes.** For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Salary Reduction Agreement or another document.
- **No Proration.** If a Participant enters the Plan mid-year or wishes to increase his or her election mid-year as permitted under this Plan, then the Participant may elect coverage or increase coverage respectively, up to the maximum annual Benefit amount stated above. The maximum annual Benefit amount will not be prorated.
- **Effect on Maximum Benefits If Election Change Permitted.** Any change in an election affecting annual Contributions to the **Dependent Care FSA** component will also change the maximum reimbursement Benefits for the balance of the Period of Coverage commencing with the election change effective date. Such maximum reimbursement Benefits for the balance of the Period of Coverage shall be calculated by adding:
 - The aggregate Contribution for the period prior to such election change; to
 - The total Contribution for the remainder of such Period of Coverage to the **Dependent Care FSA**; reduced by

- All reimbursements made during the entire Period of Coverage.

C.5 Establishment of Account

The Plan Administrator will establish and maintain a **Dependent Care FSA** with respect to each Participant who has elected to participate in the **Dependent Care FSA**, but will not create a separate fund or otherwise segregate assets for this purpose. The account so established will merely be a record keeping account with the purpose of keeping track of Contributions and determining forfeitures.

- **Crediting of Accounts.** A Participant's **Dependent Care FSA** will be credited following each Salary Reduction actually made during each Period of Coverage with an amount equal to the Salary Reduction actually made.
- **Debiting of Accounts.** A Participant's **Dependent Care FSA** will be debited during each Period of Coverage for any reimbursement of Dependent Care Expenses incurred during the Period of Coverage.
- **Available Amount is Based on Credited Amount.** The amount available for reimbursement of Dependent Care Expenses may not exceed the year-to-date amount credited to the Participant's **Dependent Care FSA**, less any prior reimbursements. A Participant's **Dependent Care FSA** may not have a negative balance during a Period of Coverage.
- **Use of Forfeiture.** All forfeitures shall be used by the Plan in the following ways:
 - First, to offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements with respect to all Participants in excess of the Contributions paid by such Participant through Salary Reduction;
 - Second, to reduce the cost of administering the **Dependent Care FSA** during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and
 - Third, to provide increased Benefits or Compensation to Participants in subsequent years in any weighted or uniform fashion the Plan Administrator deems appropriate, and consistent with prevailing IRS guidance.
- **Unclaimed Benefits.** Any **Dependent Care FSA** Benefit payments that are unclaimed by the close of the Plan Year following the Period of Coverage in which the Dependent Care Expense was incurred shall be applied as described above.

C.6 Reimbursement Procedure

- **Timing.** Within thirty (30) days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Dependent Care Expenses or the Plan Administrator will notify the Participant that a claim has been denied. This time period may be extended an additional fifteen (15) days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant forty-five (45) days from receipt of the written notice in which to complete an incomplete reimbursement claim.
- A Participant who has elected to receive **Dependent Care FSA** Reimbursement Benefits for a Period of Coverage may apply for reimbursement by submitting a claim to HEI within ninety (90) days after the end of the Plan Year, setting forth:
 - The person or persons on whose behalf Dependent Care Expenses have been incurred;
 - The nature and date of the expenses incurred;
 - The amount of the requested reimbursement;
 - The name of the person, organization, or entity to whom the expense was or is to be paid;
 - A statement that such expenses have not otherwise been reimbursed and the Participant will not seek reimbursement through any other source;
 - The Participant's certification that he or she has no reason to believe that the reimbursement refunded, added to other reimbursements to date will exceed the limit herein; and
 - Other such details about the expenses that may be requested by the Plan Administrator.

The Participant shall include bills, invoices, or other statements from an independent third party showing that the Dependent Care Expenses have been incurred and the amounts of such expenses, together with any additional documentation that the Plan Administrator may request.

- **Claims Denied.** For appeals of claims that are denied, see the Appeals Procedure in the Plan Document.

C.7 Reimbursements After Termination

When a Participant ceases to be a Participant under Section 4.3, the Participant's Salary Reductions and election to participate will terminate. The Participant will not be able to receive reimbursements for Dependent Care Expenses incurred after the end of the day on which the Participant's employment terminates or the Participant otherwise ceases to be eligible. However, such Participant, or the Participant's estate, may claim reimbursement for any Dependent Care Expenses incurred during the Period of Coverage prior to termination, provided that the Participant, or the Participant's estate, files a claim within ninety (90) days after the end of the Plan Year following the date that the Participant ceases to be a Participant.

C.8 Dependent Care FSA Participant vs. Claiming the Dependent Care Tax Credit

Employees often have the choice between participating in their employer's **Dependent Care FSA** on a Salary Reduction basis or taking a Dependent Care Tax Credit under Code Section 21. Employees cannot take advantage of both tax benefit options. Employees with questions regarding which option is best should consult with an accountant.

School Board:

Notes on Policy FFA Memorials and KH Public Gifts to the Schools

- ASD currently does not have Policy FFA Memorials. It was recommended that we adopt a policy regarding memorials.
- OSBA provided two samples of Policy FFA. The policy workgroup and leadership chose to go with OSBA's Version 2, with amendments
- Reviewing FFA, brought policy KH Major Gifts and Donations into the discussion. The policy workgroup compared several versions of KH and proposes amending our version to align with the version titled "Public Gifts to the Schools."
- The redline version of both policies has been reviewed by the policy workgroup, Cabinet, and OSBA.

Ashland School District 5 OSBA Model Sample Policy

Code: FFA
Adopted: date

Memorials (Version 2)

The Board recognizes that when a school community experiences the sudden death of a student or staff member, it is important to the school community and to those who are personally affected by the death to acknowledge the event. Additionally, certain traumatic events occurring on a local, state or national level may also give rise to the need for district acknowledgment through appropriate activities. Requests from students, staff, parents or others for remembering or memorializing a person or event may be approved by the superintendent or designee, subject to the provisions of this policy.

The Board recognizes that memorials of flowers, personal messages and mementoes are often created at lockers, parking spaces and other areas on district property upon such losses or events. Memorials may be permitted at the discretion of the [principal]. The [principal] will consult with the family of the deceased, as appropriate. The display of all remembrances will be temporary in nature, removed in a timely manner and offered to the family.

Requests may be made to memorialize an individual or event in school yearbooks, at graduation ceremonies and other district activities. Activities that will not detract from scheduled classroom or school activities, or the celebration of student accomplishments may, with prior [principal] approval, be authorized. Activities or events may be rescheduled or cancelled with prior superintendent approval only.

In considering memorial activity requests, the administration will balance memorializing or commemorating the individual or event on the one hand, while not creating an atmosphere that glamorizes a traumatic event or self-destructive behavior on the other.

~~[Contributions may be made to a general scholarship fund established by the district memorializing a member or members of the school community or in memory or recognition of certain events.] [Memorial scholarships may be accepted and awarded under criteria approved by the district in honor of persons who have special significance to the students, district or community. All such offers will be submitted to the superintendent with pertinent information concerning the purpose of the memorial scholarship. Funds will be administered by the district.]~~

Items may be accepted by the district in memory of an individual or event, in accordance with Policy KH, with superintendent approval only. ~~The superintendent will consider any maintenance costs to the district of such gifts. Items received become the property of the district and will be used for the purpose for which they were donated.~~

Schools may observe a moment of silence in memory of the individual or in recognition of certain traumatic events as deemed appropriate by the superintendent or designee. Additional district counseling services may be made available to provide support. Deaths will not be announced or memorialized on reader boards. School will not be dismissed early or cancelled on the day of a memorial or funeral service [without superintendent approval]. The district will not hang plaques commemorating the deceased or approve permanent living memorials, such as planting trees [without Superintendent Board approval].

Flags may be lowered only in accordance with state and federal law. District property (e.g., buildings, rooms, fields, gymnasiums, etc.) may be named or renamed to memorialize an individual with Board approval only.

~~[The Board recognizes the use of district property for memorial services is generally inappropriate. Any such request will be considered in accordance with Board policy KG—Use of District Property and accompanying administrative regulation.]~~

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 332.385](#)

Ashland School District 5

Code: KH
Adopted: 8/09/04
Readopted: 6/12/17; date
Orig. Code(s): KH

Major Gifts and Donations Public Gifts to the School

~~The district, as a publicly supported institution, may, by action of the Board, accept gifts, grants, donations, devices and title to property. Such gifts, grants, donations, devices and title to property accepted by the Board will be used for the purpose for which they were donated if specified in writing.~~

~~The Board recognizes that individuals, groups and organizations may want to focus on a specific program. This is acceptable when that donation or gift maintains fairness and equity among the students and schools.~~

~~Donations or gifts specifically focused on the reinstatement of personnel are subject to employee contracts and statute guidelines.~~

~~The Board shall, in all cases, formally accept major gifts and donations. A gift or donation shall be considered major if the value is \$5,000 or more. All gifts and donations, once accepted by the Board, will be considered district property.~~

~~District Gifts which may serve to enhance and extend the work of the schools may be accepted by the district. It will be the district's general policy to direct those who desire to make contributions to consider equipment or services that are not likely to be acquired from public fund expenditures.~~

- ~~1. Tangible property contributed to the schools becomes the property of the district and is subject to the same controls and regulations that govern the use of other district-owned property.~~
- ~~2. Contributions of property or services that may involve major costs for installation or maintenance, or initial or continuing financial commitments from district funds, will be presented by the superintendent for Board consideration and approval.~~
- ~~3. Any groups planning to raise money for a gift to a school or the educational system will first consult with the principal and superintendent regarding what kind of gift should be made. The superintendent will develop guidelines for accepting gifts. Such guidelines will include a concern for fairness and equity among schools.~~
- ~~4. All gifts will be subject to the provisions of Board policy.~~

~~Gifts accepted shall be used for the purpose for which they were donated.~~

~~In accepting gifts, the Board will be aware of the requirement that there should not be significant differences among the various school facilities~~

END OF POLICY

Legal Reference(s):

[ORS 294.338](#)
[ORS 332.075](#)

[ORS 332.107](#)
[ORS 332.385](#)

Cross Reference(s):

GBI - Gifts and Solicitations

IIA - Instructional Resources/Instructional Materials

School Board:

Notes on policy JECB Admission of Nonresident Students and JECB-AR (1), (2), (4,) (5), (6)

Policy JECB Admission of Nonresident Students

- ASD Policy JECB Admission of Nonresident Students is outdated, as it still includes open enrollment, which the state no longer allows
- This set of policies and ARs has been thoroughly reviewed by the policy workgroup and the Student Services Dept.
- The recommended edits align with OSBA's current language and our current practices
- There were 5 ARs associated with this policy, of which the district no longer uses 4. It is recommended that we delete ARs (2), (4), (5), and (6) and replace ARs 4-6 with our one Interdistrict Transfer Form.
 - Note: AR (3) does not exist

JECB-AR (1) Admission of Nonresident Students

- Redline version includes the recommended edits to our current AR (1)

JECB-AR (2) Mutual Agreement – “Resident Pupil” – Not using- Delete

JECB-AR (4) Request for Nonresident Student Admission -Interdistrict Transfer – Not using-Delete

JECB-AR (5) Application for Nonresident Student Admission – Tuition Students - Not using-Delete

JECB-AR (6) Request for Interdistrict Transfer Out of Resident District p- Not using- Delete

ASD uses its own **Interdistrict Transfer (IDT) Form** that replaces AR (4), (5), and (6)

- Recommend to name the revised IDT Form to: **JECB- AR (4), (5), (6)**

Ashland School District 5

Code: **JECB**
Adopted: 7/14/14
Readopted: 6/12/17; date
Orig. Code(s): JECB

Admission of Nonresident Students

The district may enroll nonresident students as follows:

1. **Interdistrict Transfer Agreement.** By written consent of the affected school boards. The student becomes a “resident pupil” of the attending district thereby allowing the attending district to receive State School Fund moneys;
- ~~2. **Open Enrollment.** By written consent from the school board with which the student has made application for admission. The student becomes a “resident pupil” of the attending district thereby allowing the attending district to receive State School Fund moneys;~~
- ~~3.2.~~ **Tuition Placement.** By admitting nonresident student with tuition, whereby neither district is eligible for State School Fund moneys;
- ~~4.3.~~ **Court Placement.** If a juvenile court determines it is in the student’s best interest, a student placed in a substitute care program outside the district will continue to be considered a resident student and allowed to attend the school the student attended prior to placement. The public agency placing the student in a substitute care program will be responsible for the transportation of the student, if public agency funds are available.

The Board shall deny regular school admission to nonresident students who are under expulsion from another district for a weapons policy violation. The Board may, based on district criteria, deny regular school admission to nonresident students who are under expulsion from another district for reasons other than a weapons policy violation.

Consent for Admission of a Nonresident Student by Interdistrict Transfer or Consent for Admission of a Tuition Paying Student

~~Annually, by March 15, the Board shall~~ ~~The Board will annually~~ establish the number of student transfer requests into the district and out of the district to which consent will be given n for the upcoming school year.

The Board reserves the right to accept/reject nonresident students based upon the availability of space, resources. The Board may not consider nor ask for any information from the student about race, religion, sex, sexual orientation, ethnicity, national origins, disability, health, whether a student has an individual education program (IEP) or the terms of that IEP, identified as talented and gifted, income level, residence, proficiency in English, athletic ability or academic records. The Board may not request or require the student to participate in an interview, tour any of the schools or facilities, or otherwise meet with any representatives of the school or district prior to the district deciding whether to give consent.

The Board may ask for the student’s name, contact information, date of birth, grade level, whether the student may be given priority on consent for admission (e.g., sibling in the district; change in legal residence; completion of public charter school in the district), information about which schools the student prefers to attend and whether the student is currently expelled.

If the number of students seeking consent exceeds the number of spaces, the Board will use an equitable lottery selection process. The process may give priority to students who have siblings currently enrolled in the district; to students who previously received consent for admission, but have a change in legal residence; or to students who attended a public charter school located in the same district in which the student seeks to attend, for three consecutive years, completed the highest grade offered by the public charter school and did not enroll and attend school in another district following completion of that highest grade in the public charter school.

The Board may revise the maximum number of students to whom consent will be given at a time other than the annual date established by the Board if there are no pending applications for consent.

If the Board decides not to give consent to a student the Board must provide a written explanation to the student.

The district may require minimum standards of behavior and/or attendance once the student has been accepted. The minimum standards must be the same for all students that are given consent. The district is not allowed to establish minimum standards for academics as a criteria for the student to remain in the district. Students whose consent is revoked for violation of set attendance and/or behavior standards will not be allowed to apply for consent to return to this district in the same or the following school year.

The Board may determine the length of time the consent is given. Any limitations in length of time must be applied consistently among all students to whom consent was given.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

The attending district is responsible for a free appropriate public education for those students on an IEP.

~~Consent by the Nonresident District Board for which the Student has applied for Admission (Open-Enrollment)~~

~~Annually, by March 1, the Board shall establish the number of students to whom consent will be given for the upcoming school year. The Board may choose to limit consent based on school, grade or the combination of both. The Board may decide not to give consent to any person under this process.~~

~~Applications for consent shall be submitted to the district no later than April 1, for the following school year.~~

~~The Board may not deny consent, give priority nor request student information related to race, religion, sex, sexual orientation, ethnicity, national origin, disability, health, whether a student has an IEP or the terms of that IEP, income level, residence, proficiency in the English language, athletic ability, academic records or eligibility or participation in talented and gifted programs~~

~~If the number of students seeking consent exceeds the number of students the Board has determined will be given consent, consent will be based on an equitable lottery selection process.~~

~~The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.~~

~~By May 1, the district shall provide written notification of attendance to the district of the student's legal residence.~~

END OF POLICY

Legal Reference(s):

[ORS 109.056](#)
[ORS 327.006](#)
[ORS 329.485](#)

[ORS 335.090](#)
[ORS 339.115 to -339.133](#)
[ORS 339.141](#)

[ORS 339.250](#)
[ORS 343.221](#)
[ORS 433.267](#)

Letter Opinions, Office of the OR Attorney General (March 15, April 18, June 30 1988).
OR. DEP'T OF EDUC., ODE EXECUTIVE MEMORANDA 23-1988-89, 42-1994-95.

School Board:

Notes on Policy JECF Interdistrict Transfer of Resident Students and JECF-AR

Policy JECF Interdistrict Transfer of Resident Students

- ASD Policy is out of date
- This policy and AR have been thoroughly reviewed by the policy workgroup and the Student Services Dept.
- The language is what is recommended by OSBA.
- We've added clauses to align with our current practices.

JECF-AR Interdistrict Transfer of Resident Students

- JECF-AR Interdistrict Transfer of Resident Students is new to ASD
- This AR is OSBA sample AR with recommended selections by the policy workgroup and Student Services
- The AR outlines the process for requesting an interdistrict transfer and steps for appealing a denial

Ashland School District 5

Code: JECF
Adopted: 7/12/04
Readopted: 6/12/17; date
Orig. Code(s): JECF

Interdistrict Transfer of Resident Students**

Interdistrict Transfer

The district offers a variety of programs and services designed to meet the individual needs of its students. The Board recognizes there may be circumstances that arise in which a resident student may benefit from attendance in another public school in the state. Consequently, a student who resides within district boundaries may be released to attend school in another district that agrees to accept the student. The district will consider, approve, or deny interdistrict transfer requests in accordance with Oregon Department of Education guidelines, applicable statutes, and administrative rules.

The agreement will be by written consent of the affected school boards or designees whereby the student becomes a “resident student” of the attending district, allowing the attending district to receive State school Fund moneys. Any additional fees or tuition costs are the responsibility of the parent.

When the resident district approves the release of a resident student ~~under~~ to another school district, the student or his/her parent(s) will be solely responsible for transportation unless federal or state law requires transportation to be provided by the district. When a resident student, who is on an individualized education plan (IEP), is accepted to another district by an interdistrict transfer, the attending district becomes responsible for a free appropriate public education (FAPE).

Additionally, the interdistrict transfer of resident students will be permitted, as appropriate, to meet the requirements to provide a safe public school choice in the Every Student Succeeds Act (ESSA). ~~No-Child-Left Behind Act of 2001 (NCLBA).~~

The resident district may not impose any limitations on the length of time for which consent is given to the student requesting release to another district.

The resident district shall not require a student to receive consent more than one time when the student requests admission to the same receiving district, regardless of any time limitations imposed by the receiving district.

The district shall allow the student whose legal residence changes to a different district during the school year, to complete the school year in the district if the student chooses to do so.

Annually, by March 15, the Board shall establish the number of student transfer requests into the district and out of the district to which consent will be given for the upcoming school year.

~~Open Enrollment~~

~~A student who resides within district boundaries may make a request to attend school in another district that agrees to accept the student. The agreement will be by written consent of the attending district only.~~

whereby the student becomes a “resident student” of the attending district, allowing the attending district to receive State School Funding. When the attending district approves the admission of the student, the attending district shall notify the district in which the student resides no later than May 1. The student or his/her parent(s) will be solely responsible for transportation to the attending/receiving district unless federal or state law requires transportation to be provided by the attending/receiving district. Students

~~under the Individuals with Disabilities Act (IDEA) will become the primary responsibility of the attending district.~~

Safe Public School Choice Transfer Requests

An interdistrict transfer¹ may be permitted in the event a student has been a victim of a violent criminal offense occurring in or on the grounds of a school the student attends or the student attends a school identified as persistently dangerous and all other district schools the student may transfer to are also identified as persistently dangerous or there is no other district school to which the student may transfer. The transfer must be to a safe school.

Student Experiencing Homelessness Homeless Student

A homeless student residing in the district and the student's parent, or in the case of an unaccompanied student, the district's liaison for homeless students, may request that the student attend his/her school of origin², located out-of-district. The request will be considered based on the best interest of the student. The student may continue in his/her school of origin for the duration of the student's homelessness when the student's family becomes homeless during or between an academic year, or for the remainder of the academic year if the student becomes permanently housed during the school year. Transportation will³ be provided in accordance with the law. ~~to an out-of-district school will be provided through an interdistrict agreement.~~

The superintendent is directed to establish procedures for the review of any student requests to attend school in another district.

END OF POLICY

Legal Reference(s):

[ORS 109.056](#)
[ORS 327.006](#)
[ORS 329.485](#)
[ORS 332.107](#)
[ORS 335.090](#)

[ORS 339.115 to -339.133](#)
[ORS 339.141](#)
[ORS 339.250](#)
[ORS 343.221](#)

[ORS 433.267](#)
[OAR 581-021-0019](#)
[OAR 581-022-0705](#)

Illegal Immigration and Immigration Reform Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1324, 1363, 1367.
McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2015).
Every Student Succeeds Act of 2015, 20 U.S.C. § 7912.

¹ Districts are encouraged, but not required, to explore other appropriate options such as an agreement with a neighboring district to accept transfer students if there is not another school in the district in which the student legally resides for the transferring student.

² "School of origin" means the school that a student attended when permanently housed or the school in which the student was last enrolled. When the student has completed the final grade served by the school of origin, the term "school of origin" shall include the designated receiving school at the next grade level for all feeder schools.

³ McKinney-Vento Homeless Assistance Act (see 42 U.S.C. 11432(g)(1)(J)(iii)).

¹Districts are encouraged, but not required, to explore other appropriate options such as an agreement with a neighboring district to accept transfer students, if there is not another school in the district in which the student legally resides for the transferring student.

²“School of origin” means the school that the student attended when permanently housed or the school in which the student was last enrolled.

School Board:

Notes on Policy GBN/JBA Sexual Harassment and GBN/JBA-AR Sexual Harassment Complaint Procedure

- This policy and AR have been updated after review by the Student Services Dept. and policy workgroup.
- OSBA made updates to these policies in 2024, which were later redacted following the invalidation of the 2024 Title IX regulations.
- The redline version is the language OSBA is now proposing.
- Additional updates were made to reflect our current Title IX Coordinator
- GBN/JBA-AR provides context and is included for information only
 - AR updates include detailed steps for filing complaints and appeals (closely aligned to Policy KL), and include forms that can be printed and filled out

Ashland School District 5

Code: GBN/JBA
Adopted: 4/12/04
Revised/Readopted: 5/08/17; 11/14/18; 12/14/20; date
Orig. Code: GBN/JBA

Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties¹ shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a school or district staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive or hostile environment.

3. Assault when sexual contact occurs without consent².

¹ "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) At a school-sponsored activity or program; or 3) Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

² "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

~~3.—Assault when sexual contact occurs without the student’s, staff member’s or third party’s consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.~~

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person’s actions, offensive because of that other person’s sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one’s sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to the site administrator or to the district Title IX coordinator . The district Title IX coordinator is :

Name	Position	Phone	Email
April Harrison <u>Erika Bare</u>	Director, Student Services	541-482-2438	April.Harrison@ashland.k12.or.us <u>Erika.Bare@ashland.k12.or.us</u>

This individual is responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX Coordinator. *See* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall report in a timely manner to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party. Actions taken must not be retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment is encouraged to report their concerns to district officials, such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of written communications, including electronic communications;
4. Review of any physical evidence; and
5. Possible use of third-party investigator.

The district will use the preponderance of evidence standard when determining whether a hostile environment exists.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district’s drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person’s knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person³ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include⁴:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person who filed the complaint or, in the case of a student, their parent or legal guardian who filed the complaint, may pursue, including the person designated for the school or district for receiving complaints and any timelines. Care must be taken to observe confidentiality laws when providing information.
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or

³ Student, staff member, or third party, or if applicable, the student or third party’s parent. If the person is a minor, the district should consider when to contact the person’s parent.

⁴ Remember confidentiality laws when providing any information.

- b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district’s drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person’s knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students’ parents, staff members and members of the public at each office, at the district office and on the website of the school or district.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district’s education program or activity⁵;
3. “Sexual assault”: an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. “Dating violence”: violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the complainant and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. “Domestic Violence”: felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the complainant, by a person with whom the complainant shares a child in common, by a person who is cohabitating with or has cohabitated with the complainant as a spouse or intimate partner, by a person similarly situated to a spouse of the complainant under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person

⁵ “Education program or activity” includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs.” (Title 34 C.F.R. § 106.44(a))

against an adult or youth complainant who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The report can be made at any time.

The Director of Student Services is designated as the Title IX Coordinator and can be contacted at 541-482-2438. The Title IX Coordinator will coordinate the district's efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.⁶ The district shall treat complainants and respondents equitably by providing supportive measures⁷ to the complainant and by following a grievance procedure⁸ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant

⁶ (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

⁷ (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.⁷ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

⁸ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.⁹

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹⁰ The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

Inquiries about the application to Title IX and its requirements may be referred to the Title IX Coordinator

No Retaliation

Neither the district or any person may retaliate¹¹ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX Coordinator shall be prominently published in all Ashland School District student handbooks and on the Ashland school and district websites. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any student, parent of a student, school or district staff member, or third party upon request.

⁹ The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

¹⁰ The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

¹¹ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

END OF POLICY

Legal Reference(s):

[ORS 243.706](#)
[ORS 332.107](#)
[ORS 342.700](#)
[ORS 342.704](#)
[ORS 342.708](#)

[ORS 342.850](#)
[ORS 342.865](#)
[ORS 659.850](#)
[ORS 659A.006](#)
[ORS 659A.029](#)

[ORS 659A.030](#)
[OAR 581-021-0038](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Cross Reference(s):

AC - Nondiscrimination

ACB - Every Student Belongs

GBNA - Hazing/Harassment/Intimidation/Bullying/Menacing/Cyberbullying – Staff

GBNAA/JHFF - Suspected Sexual Conduct with Students and Reporting Requirements

GBNAB/JHFE - Suspected Abuse of a Child Reporting Requirements

JBA/GBN - Sexual Harassment

JFCF - Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence, or Domestic Violence – Student

JHFE/GBNAB - Suspected Abuse of a Child Reporting Requirements

Ashland School District 5

Code: JECB-AR(1)
Revised/Reviewed: 2/13/12; 6/12/17; 9/13/2;
date 1 Orig. Code: JECB-AR

Admission of Nonresident Students

~~By January 15 of each year, the principals will establish an approximate number of nonresident students their respective buildings can accommodate for the following school year.~~

~~The amount of tuition will be established by July 1 of each year.~~ Nonresident students will not be admitted with tuition, with the exception of students who become “resident pupils” by one of the following methods:

1. By written consent of affected school boards (interdistrict transfer);
2. A foreign exchange ~~students~~ student attending district schools on a J-1 Visa; or
3. A court order.

The amount of tuition will be established by July 1 of each year. Each admitted tuition paying student will be charged the same amount of tuition.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

A written appeal for a denied request may be made to the Board whose decision, based upon review, will be final.

Consent for Admission of a Nonresident Student by Interdistrict Transfer

1. ~~The Board shall establish the number of student transfer requests into and out of the district, to which consent will be given for the upcoming school year, by March 15.~~
- ~~2.~~ 2. The application for admission must go through the student services office.
- ~~3.~~ 3. Admission must be approved by the Director of Student Services. Appeals are made to the Superintendent. the superintendent.
- ~~4.~~ 4. Students receiving consent for admission may remain in the district until graduation. The student will not need to seek permission more than once from the same district of origin, to transfer to this district.

Consent for Admission of a Tuition Paying Student

1. The application for admission must go through the student services office.

AR – No Board Action Required

2. Admission and annual renewal must be approved by the Director of Student Services. Appeals are made to the Superintendent. ~~the superintendent.~~
3. Admission of students paying tuition will result in a mutual tuition agreement between the parties and will be filed with the business office for billing and payment control.
4. ~~—~~The business manager shall prepare semester bills for all tuition paying students, and any student whose tuition remains unpaid 15 days after presentation of bills shall be excluded; the superintendent may grant additional time for payment should circumstances warrant it.

AR – No Board Action Required

~~5. The business manager shall prepare semester bills for all tuition paying students, and any student whose tuition remains unpaid 15 days after presentation of bills shall be excluded; the superintendent may grant additional time for payment should circumstances warrant it.~~

Ashland School District 5

Code: **JECB-AR(2)**
Revised/Reviewed: 6/12/17

Mutual Agreement - "Resident Pupil"***

[(This form cannot be used as an application form for an interdistrict transfer request; it is presented for use as an *Interdistrict Transfer Agreement* after consent by both affected boards has been established.)]

"Resident pupil" shall be defined as a student whose legal residence is not within the boundaries of the district reporting the student but who attends school in the district with written consent of the affected school district boards.

Resident District

The _____ (name of sending district) hereby agrees to allow _____ (name of student) to become a "resident pupil" in the _____ (name of receiving district) effective _____ (date).

Attending District

The _____ (name of receiving district) hereby agrees to accept _____ (name of student) as a "resident pupil" in the _____ (name of receiving district) effective _____ (date) through _____.

During such time as the "resident pupil" is given admission to the attending district, the attending district shall have all responsibility for ensuring that the parents and the student are afforded all special education rights and procedural safeguards under state and federal law.

Resident District

Superintendent or designee

Date

Attending District

Superintendent or designee

Date

Parent/Guardian

Date

Ashland School District 5

Code: **JECB-AR(4)**
Revised/Reviewed: 6/12/17

Request for Nonresident Student Admission – Interdistrict Transfer

Current School Year _____

Transfer requested for School Year _____

For Office Use Only

Student ID# _____

Student Information

Legal Last Name _____ Legal First Name _____ Legal Middle Name _____

Mailing Address _____ Apartment # _____

City _____ State _____ Zip _____

Date of Birth _____ (MM/DD/YY) Student Grade Level in [2015-2016] _____

Primary Phone of Parent/Guardian _____ Secondary Phone _____

E-mail Address _____

Parent/Guardian Name (Person in Parental Relationship) _____

Is the student currently under expulsion? Yes No

If yes, what was the reason? _____

Is there a sibling of this applicant currently attending in this district? Yes No

If yes, name of sibling and school attending: _____

Does the student have a transfer for the current school year? Yes No

Has the student attended a public charter school in the district for three consecutive years; finished the highest grade possible in that school; and has not attended another school outside the district since completing that highest grade? Yes No

Is, or was the student a resident of this district in the current school year? Yes¹ No

If yes, please provide move/moving date: _____

Preferred School placement _____

Signature of Parent/Guardian _____

Date _____

For Office Use Only:

Final Action of Nonresident District: Approved Denied Lottery number _____

Reason for denial: _____

Superintendent/Designee: _____ Date _____

¹If applicant chooses “Yes,” the district must give consent for admission pursuant to ORS 339.127(10).

Ashland School District 5

Code: JECB-AR(5)

Revised/Reviewed: 6/12/17

Application for Nonresident Student Admission – Tuition Students

School Year _____		For Office Use Only
Nonresident District _____		Student ID# _____
Resident District _____		

Student Information

Legal Last Name _____ Legal First Name _____ Legal Middle Name _____

Mailing Address _____ Apartment # _____

City _____ State _____ Zip _____

Date of Birth _____ (MM/DD/YY) Student Grade Level _____

Primary Phone of Parent/Guardian _____ Secondary Phone _____

Email Address _____

Parent/Guardian Name (Person in Parental Relationship) _____

Is the student currently under expulsion? Yes No

If yes, what was the reason? _____

If my child is admitted, I hereby authorize the release of the student educational records to _____ (name of district) and certify that I am the parent or guardian in legal custody of the student.

Signature of Parent/Guardian _____ Date _____

For Office Use Only:
Final Action of Nonresident District: <input type="checkbox"/> Approved <input type="checkbox"/> Denied
Reason for denial or comments: _____
Superintendent/Designee: _____ Date _____

Ashland School District 5

Code: **JECB-AR(6)**
Revised/Reviewed: 6/12/17

Request for Interdistrict Transfer Out of Resident District

For Office Use Only
Student ID# _____

School Year _____

Student Information

Legal Last Name _____ Legal First Name _____ Legal Middle Name _____

Mailing Address _____ Apt # _____

City _____ State _____ Zip _____

Date of Birth _____ (MM/DD/YY) Student Grade Level in [2014-2015] _____

Primary Phone of Parent/Guardian _____ Secondary Phone _____

E-mail address _____

Parent/Guardian Name (Person in Parental Relationship) _____

Signature of Parent/Guardian _____ Date _____

Granting the request does not guarantee acceptance to another district.

Not using
Delete

For Office Use Only:
Final Action of Resident District: Approved Denied
Reason for denial: _____

Superintendent/Designee: _____ Date _____



Ashland School District
School Year _____
Interdistrict Transfer Request

- I live in Ashland and want my child to attend:
District: _____
- I am moving from Ashland and want my child to stay in an Ashland School. Move date: _____
- I have an approved transfer from another district and the form has been submitted or is attached.

Student Legal Last Middle First Birth Date

Parent/Guardian First Middle Last Grade Level of year for which you are applying

Mailing Street Apt. # City Zip Apt. Complex Name

Primary Phone Secondary Phone Email

Is the student currently under expulsion? Yes No

If 'YES', what reason? _____

Is there a sibling of this applicant currently attending in this district? Yes No

If yes, name of sibling and school attending: _____

I hereby certify the information I have provided is true. I understand that falsely responding to any of the questions herein will result in denial and/or revocation of this application. If my child is admitted, I understand that my **child must maintain 95% attendance or better and positive behavior while enrolled in Ashland Schools**, and that my child's **transfer may be revoked** at any time if these requirements are not met, unless a multi-disciplinary team has determined otherwise when applicable. I understand that it is my responsibility to provide transportation to the District for my child. I understand any offer of acceptance is **void after ten (10) business days** without a release from the resident district.

Signature of Parent/Guardian Date

The district will consider, approve, or deny interdistrict transfer requests in accordance with Oregon Department of Education guidelines, applicable statutes, and administrative rules.

If approved, this academic transfer does not constitute eligibility to participate in competitive interscholastic activities in the receiving school. Eligibility is determined by Oregon School Activities Association (OSAA) rules and the Nonresident District's Policy.

If you have a pre-approved release form, please submit it with this application to Student.Services@ashland.k12.or.us.

For Office Use Only
Ashland District Action: APPROVED MID YEAR MOVE
 DENIED SUMMER MOVE

Reason/Comments: _____

Superintendent/Designee _____ Date _____

Any offer of **acceptance is void after ten (10) business days** from the above date unless **release from the resident district** is obtained and this form is returned to Ashland School District Student Services Office.

Student ID# _____

OSBA Model Sample Policy Ashland School District 5

Code: JECF-AR
Revised/Reviewed: date

Interdistrict Transfer of Resident Students

General Parent/Student Requests for Interdistrict Transfer (Requiring the consent of both districts)

The following procedure will govern consideration of a request by a student who resides within district boundaries and who is requesting district approval for a transfer to attend school in another district:

1. A parent will request the release of their student by completing the appropriate district form;
2. The completed form must be submitted to the Student Services Office, ~~district office~~;
3. The Director of Student Services ~~Board chair, superintendent or designee~~ will grant or deny the request for release according to established Board policy criteria and notify the parent in writing of the decision within ~~{10-15}~~ calendar business days;
4. If the release is granted by mutual consent of the resident and nonresident districts, the resident district will make necessary arrangements for the transfer of the student's education records;
5. ~~{¹The superintendent's decision is final.}~~ ²If the request for release is denied, parents will be notified in writing of the reason for denial and the right to appeal the decision to the Superintendent Board by sending a written request to the office of the Superintendent ~~the superintendent or designee~~ within ~~{10}~~ calendar business days;
6. ~~—{The Board [will] [may] hear the appeal at its [next] regularly scheduled Board meeting;}~~
- 7.6. ~~—{A final decision will be made by the Superintendent Board within [20] calendar 10 business days following the receipt of the appeal Board hearing. The Board's decision Superintendent's decision will be communicated to the parent in writing.}~~

Safe Public School Choice Transfer Requests

In the event a district school is identified by the Oregon Department of Education (ODE) as persistently dangerous, or a student has been a victim of a violent criminal offense while in or on the grounds of a school the student attends, and there is not another school in the district for the student to transfer to, the district may develop an agreement with a neighboring district to accept transfer students. The development of such agreements is at the discretion of the district.

Record Keeping

¹ ~~{If the district's request for interdistrict transfer process ends with the superintendent's decision as final, use this language for #5 and delete the rest of the bracketed language in #5, and delete #6 and #7.}~~

² ~~{If the district's request for interdistrict transfer process may be appealed to the Board after the superintendent's decision, use this language for #5 and keep #6 and #7; select bracketed language as appropriate.}~~

| AR - No Board Action Required

| A file of all interdistrict transfer requests will be maintained at the ~~district office.~~ **Student Services Office.**

Ashland School District 5

Code: **GBN/JBA-AR**
Revised/Reviewed: 12/01/04; 5/08/17; 5/19; date
Orig. Code: GBN/JBA-AR

Sexual Harassment Complaint Procedure

Reports and complaints of sexual harassment should be made to the following individual:

<u>Name</u>	<u>Position</u>	<u>Phone</u>	<u>Email</u>
<u>April Harrison</u>	<u>Director, Student Services</u>	<u>541-482-2438</u>	<u>April.Harrison@ashland.k12.or.us</u>

~~Principals, the compliance officer and the superintendent have responsibility for investigations concerning sexual harassment. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.~~

The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy GBN/JBA - Sexual Harassment.

Step 1 The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy GBN/JBA - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within 30 days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the Title IX Coordinator.

~~Any sexual harassment information (complaints, rumors, etc.) shall be presented to the principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.~~

Step 2 If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 1 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the

AR – No Board Action Required

appeal within 5 working days of receipt of the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.

~~The district official receiving the information or complaint shall promptly initiate an investigation. He/She will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the information or complaint.~~

~~All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The district official(s) conducting the investigation shall notify the complainant in writing when the investigation is concluded. The parties will have an opportunity to submit evidence and a list of witnesses.~~

~~A copy of the notification letter and details of notification to the complainant, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.~~

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the decision of the superintendent or designee in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's or designee's decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within 30 working days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's or designee's decision in Step 2 is final¹.

~~If a complainant is not satisfied with the decision at Step 2, he/she may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.~~

Step 4 ~~If a complainant is not satisfied with the decision at Step 3, he/she may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the complainant shall be given an opportunity to present the appeal. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.~~

¹ [If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).]

AR – No Board Action Required

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent or designee. The superintendent or designee will cause the required notices to be provided. The superintendent or designee will investigate the complaint and will notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent or designee, the complainant may appeal to the Board in Step 3.

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries. Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file as appropriate. Additionally, a copy of all sexual harassment complaints and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under OAR Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to the TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement

AR – No Board Action Required

or the Oregon Department of Human Services as possible child abuse. ~~In the event the superintendent is the subject of the investigation, reports, when required, shall be made by the Board chair.~~

Ashland School District

SEXUAL HARASSMENT COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

Description of misconduct: _____

Name of witnesses (if any): _____

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

Ashland School District

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

Any Other Information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

Ashland School District 5

Code: JHCA
Adopted: date

Immunization, School Sports Participation, Concussions and Other Brain Injuries**

Immunization

Proof of immunization must be presented at the time of initial enrollment¹ in school or within 30 days of transfer to the district in accordance with Oregon law. Proof consists of a signed Certificate of Immunization Status form documenting either evidence of immunization, a religious, philosophical beliefs and/or medical exemption or immunity documentation.²

School Sports Participation

A student participating in extracurricular sports in grades 7 through 12 is required to submit to an appropriate School Sports Pre-Participation Examination³ prior to their initial participation in a related district program. The form⁴ is to be completed and signed by a parent or guardian giving permission for the student to participate and be signed by a medical provider authorized by law⁵ who has examined and evaluated the student. The completed form(s) must be returned as directed A student who is subsequently diagnosed with a significant illness or has had a major surgery is required to have a physical examination prior to further participation.

A student who continues to participate in extracurricular sports in grades 7 through 12 shall be required to complete a sports examination once every two years, thereafter.

Concussions and Other Brain Injuries

A student who exhibits signs, symptoms or behaviors consistent with a concussion following an observed or suspected blow to the head or body, or who has been diagnosed with a concussion will not be allowed to participate in any athletic event or training on that day, unless an athletic trainer licensed by the Board of Athletic Trainers or a physician licensed pursuant to ORS 677.100 - 677.228 has determined the student has not suffered a concussion.⁶ Except as allowed above, a student excluded for concussion reasons will

¹ The district shall immediately enroll a student experiencing houselessness in the school selected even if the student is unable to produce records normally required for enrollment.

² Documentation requirements for exemptions are outlined in ORS 433.267.

³ The required form is available at <https://www.osaa.org/governance/forms>, a copy may be obtained from a school office, or a form generated by the medical provider may be used if it meets requirements of law in OAR 581-021-0041.

⁴ The form may be used in either a hard copy or electronic format.

⁵ This physical examination must be conducted by a physician possessing an unrestricted license to practice medicine, a licensed naturopathic physician, a licensed physician assistant, a licensed nurse practitioner or a licensed chiropractic physician who has clinical training and experience in detecting cardiopulmonary diseases and defects.

⁶ For more information regarding medical releases for students in grades 9-12, see OSAA rules.

not be allowed to return to participate in an athletic event or training until the following three conditions have been met:

1. It is not the same day as the student exhibited signs, symptoms or behaviors, experienced a blow to the head or body, or was diagnosed with a concussion;
2. The student no longer exhibits signs, symptoms or behaviors consistent with a concussion; and
3. The student has received a medical release form from a health care professional⁷.

Upon receipt of written notification⁸ from a parent or guardian that a student has been diagnosed with a concussion or other brain injury by a health care professional and that accommodations are being requested, the district shall follow all procedures developed by the Oregon Department of Education (ODE) to develop and implement an immediate and temporary accommodation plan.⁹ Written notice is not required for the district to begin following concussion protocols.

Any accommodations will be communicated to the parent or guardian, to all teachers who provide instruction to the student and to other employees who have regular responsibilities for the student's supervision or health.¹⁰

Accommodations will be in effect no later than 10 school days after the written notification is received by the district and will be reviewed as needed, but no later than every two months.

END OF POLICY

Legal Reference(s):

ORS 326.580
ORS 336.479
ORS 336.485 - 336.490
ORS 433.235 - 433.280

OAR 333-019-0010
OAR 333-050-0010 - 050-0120
OAR 581-021-0041
OAR 581-021-3007

⁷ "Health care professional" includes a chiropractic physician, a naturopathic physician, a psychologist, a physical therapist, an occupational therapist, a physician assistant or a nurse practitioner who is licensed or registered under the laws of Oregon.

⁸ "Written notification" means a written notice from a parent or guardian, supported by medical documentation from a health care professional, informing the district that they are requesting an accommodation for a student who has been diagnosed with a concussion or other brain injury by a health care professional.

⁹ The district must use the sample [form](#) developed by ODE or a district form that includes all required content.

¹⁰ Including, but not limited to, school nurses, counselors, physical education teachers, coaches, athletic trainers and staff supervision recess or other physical activities.

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2024).
House Bill 3007 (2025)

**Immunization, Physical Examination, Vision Screening/
Eye Examination and Dental Screening****

Immunization

No student will be allowed to enroll or continue school attendance without presenting evidence of compliance with Oregon Revised Statutes and Oregon Administrative Rules requiring immunization.

Proof of immunization must be presented prior to the time of initial enrollment in school or within 30 days of transfer to the district and again at grades 6 and 9 unless evidence of immunization is already on file. Proof consists of a signed Certificate of Immunization Status form documenting either evidence of immunization or a religious, philosophical beliefs and/or medical exemption.¹

The administrator or designee is authorized to exclude any student from school attendance for noncompliance with the statutes or rules. The administrator or designee will notify the parent in writing of the reason for the exclusion, stating that the student will continue to be excluded until the student has complied with the requirements. The notice will also inform the parent that a hearing will be afforded upon request.

The district will comply with the Oregon Department of Human Services, Health Services, rules related to the district's immunization registry and the associated tracking and recall systems. This compliance shall include the waiver of the requirement of consent for release of information from or providing information to and the waiver of issues of confidentiality in regard to immunization records.

The above policy statement effects all students not exempted for religious beliefs, philosophical beliefs or medical reasons.²

Physical Examination

Students in grades 6 through 12 are to have physical examinations performed prior to participation in extracurricular sports. "Participation," as used in this policy, means participation in sports practices and interscholastic sports competition. The physical examination must be conducted by a physician possessing an unrestricted license to practice medicine, a naturopathic physician, a licensed physician assistant, a certified nurse practitioner or a licensed chiropractic physician who has clinical training and experience in detecting cardiopulmonary diseases and defects.

¹Documentation requirements for exemptions are outlined in ORS 433.267.

²Documentation requirements for exemptions are outlined in ORS 433.267.

Students who continue to participate in extracurricular sports in grades 6 through 12 shall be required to complete a physical examination once every two years, thereafter.

Students are required to submit to the district a School Sports Pre-participation Examination³ form prior to their participation. This form is to be completed and signed by a parent and physician, giving clearance and permission for the student to participate and authorizing emergency medical treatment and/or transportation to a medical facility, as necessary. The district shall require a student to have an additional physical examination if he/she is diagnosed with a significant illness or has had major surgery, prior to further participation in extracurricular sports.

Vision Screening or Eye Examination

The parents or guardian of a student who is 7 years of age or younger and is beginning an education program with the district for the first time shall, within 120 days of beginning the education program, submit a certification that:

1. The student has received a vision screening or eye examination; and
2. Any further examination, treatments or assistance necessary.

The certification is not required if the parent or guardian provides a statement to the district that:

1. The student submitted a certification to a prior education provider; or
2. The vision screening or eye examination is contrary to the religious beliefs of the student or the parent or guardian of the student.

Dental Screening

The district shall file in the student's dental health record any dental screening certifications and any results of a dental screening known by the district. The district will provide to the parent or guardian of each student, standardized information developed by the Oregon Health Authority's dental director regarding dental screenings, further examinations or necessary treatments and preventative care including fluoride varnish, sealants and daily brushing and flossing.

The parent or guardian of a student who is 7 years of age or younger and is beginning an education program with the district for the first time, shall submit a certification within 120 days of beginning the education program, that the student has received a dental screening within the previous 12 months.

The certification is not required if the parent or guardian provides a statement to the district that:

1. The student submitted a certification to a prior education provider;

³Form available at www.osaa.org.

2. The dental screening is contrary to the religious beliefs of the student or the parent or guardian of the student; or
3. The dental screening is a burden for the student or the parent or guardian of the student in the following ways:
 - a. The cost of obtaining the dental screening is too high;
 - b. The student does not have access to an approved screener;
 - c. The student was unable to obtain an appointment with an approved screener.

The certification may be provided by a licensed dentist, a dental hygienist or a health care practitioner as defined by state law. The certification must include the:

1. Student's name;
2. Date of screening; and
3. Name of entity conducting the dental screening.

The district shall submit to the Oregon Department of Education a report that identifies the percentage of students who failed to submit the certification for the previous year, no later than October 1 of each year.

END OF POLICY

Legal Reference(s):

[ORS 326.580](#)
[ORS 336.211](#)
[ORS 336.213](#)
[ORS 336.479](#)

[ORS 433.235 to -433.280](#)
[OAR 333-019-0010](#)
[OAR 333-050-0010 to -0120](#)

[OAR 581-021-0017](#)
[OAR 581-021-0031](#)
[OAR 581-021-0041](#)
[OAR 581-022-0705](#)

OREGON SCHOOL ACTIVITIES ASSOCIATION, OSAA HANDBOOK.

Ashland Middle School

SCHOOL HIGHLIGHT 25-26

Demographics

14% with Individualized Education Plan (IEP)

8% with 504 Plan

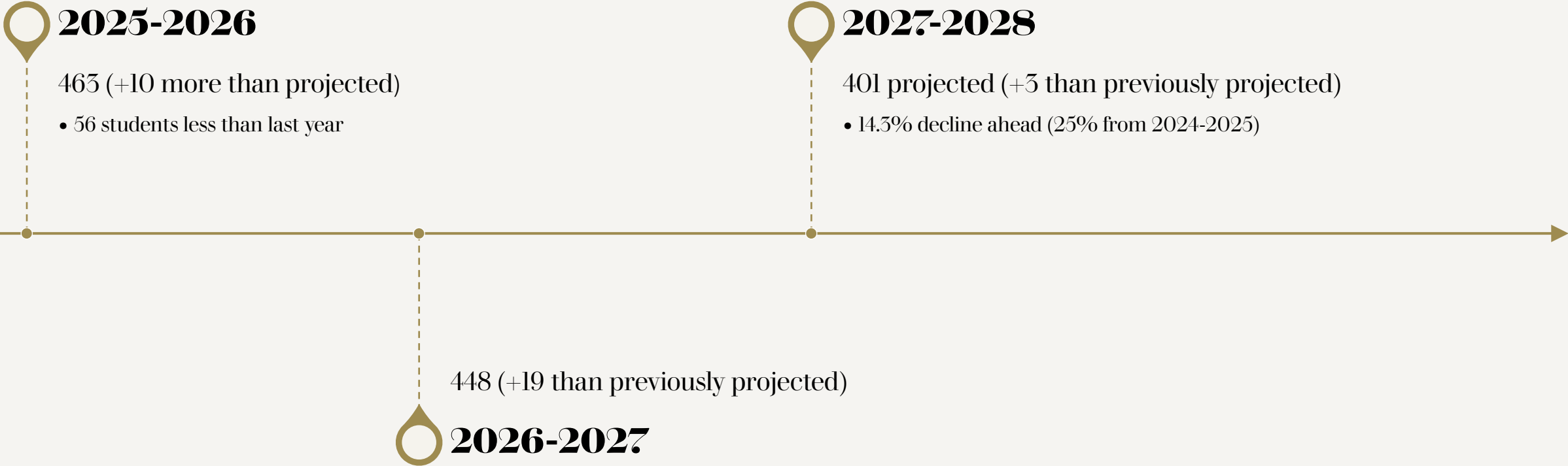
2% English Learners (EL)

8% Talented & Gifted (TAG)

Demographics



Enrollment Decline has been Real



AMS 4-year enrollment

	24-25	25-26	26-27	27-28
6th	165	132	143	126
7th	161	173	132	143
8th	193	157	173	132
	519	462	448	401

Restructuring implemented 2025-26

Removed 4th Homeroom from 6th grade – moved extra HR FTE to the two larger 7/8 teams

Reduced one of the three 7/8 Teams

Created a new 2-person team

Increased Intervention Support in Reading and Math

Reduced Encore Offerings

Reduced EA FTE / Positions (13hrs)

Core FTE Reductions Last Year



0.5 FTE
7/8 Math Teacher



0.5 FTE
7/8 Science Teacher



1.0 FTE
Spanish Teacher



0.5 FTE
7/8 LA Teacher



0.5 FTE
7/8 SS Teacher

ENCORE Reductions Last Year

Reduced Sections of:

- Band
- Orchestra
- Physical Education
- WAMS

Eliminated Leadership Completely

~ 1.25 FTE reduction (combined)

AMS This Year

Cascades and Siskiyou - 6th Grade Teams

- Daily Classes
- LA, Math, Sci/SS

Alpine, Mountain, Summit – 7/8 Grade Teams

- Two Teams ~ 150
 - Block Scheduling
 - Math, Science, Spanish, ELA, Social Studies
- One smaller team ~ 30
 - Block Scheduling
 - Math/Science, Language Arts/Social Studies, Exploratory Block

AMS This Year

2 Resource Special Education Classrooms

- Math
- Language Arts

2 Self-Contained Special Education Classrooms

Level 2 SBS Program (Lincoln)

AMS This Year

ELL Program

7 Encore Offerings:

- Band
- Orchestra
- Art
- Theater
- WAMS
- PE
- Health

AMS Clubs (staff sponsored)

Connection
Club

Magic the
Gathering

Dungeons and
Dragons

Books &
Brownies Lunch
Time Club

Ramen Club

Birding Club

Robotics Club

Chess Club

AMS Student Unions

Asian Student
Union

Black Student
Union

Latino Student
Union

Native
American
Student Union

QSA

Eye to Eye

AMS Sports

Cross
Country

Football

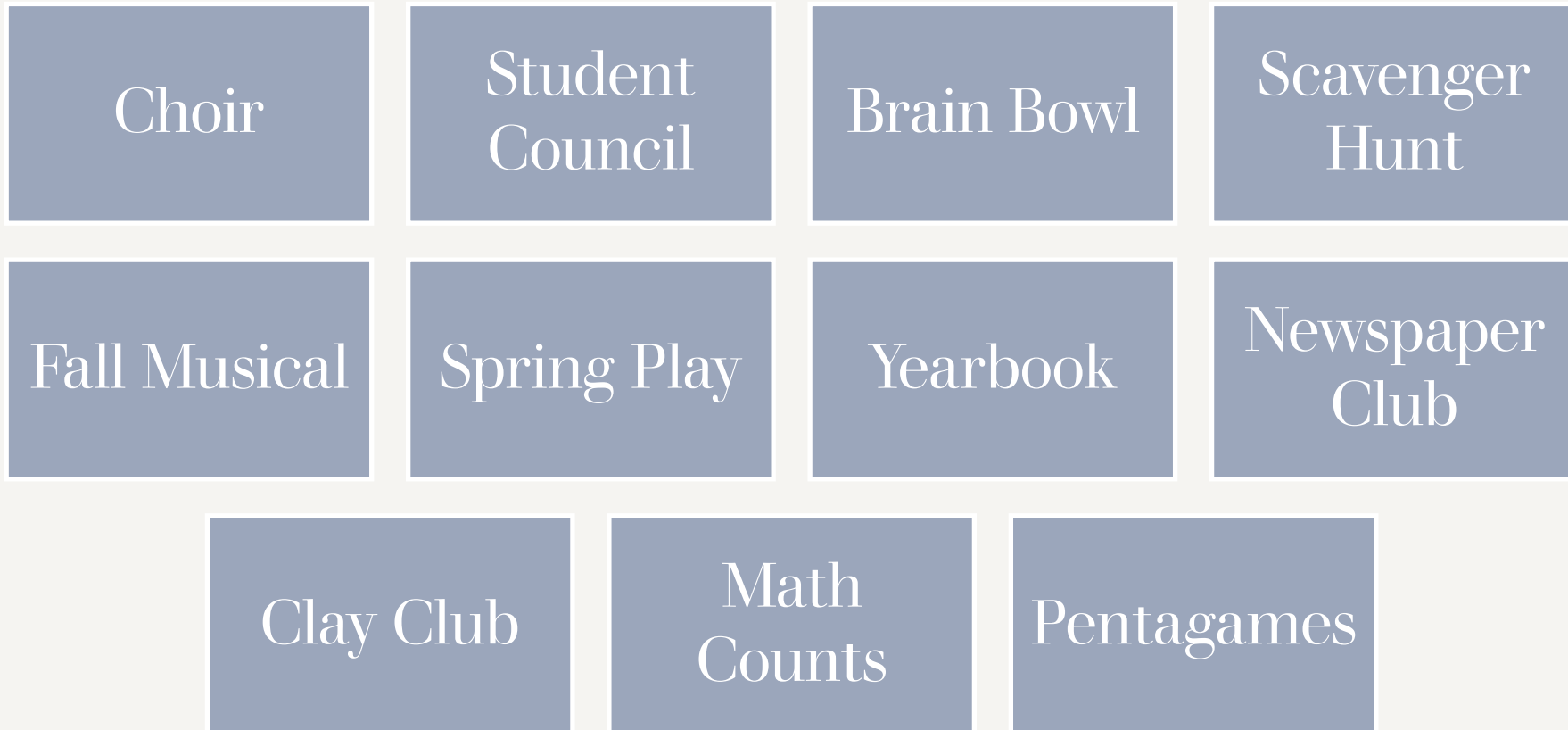
Volleyball

Basketball

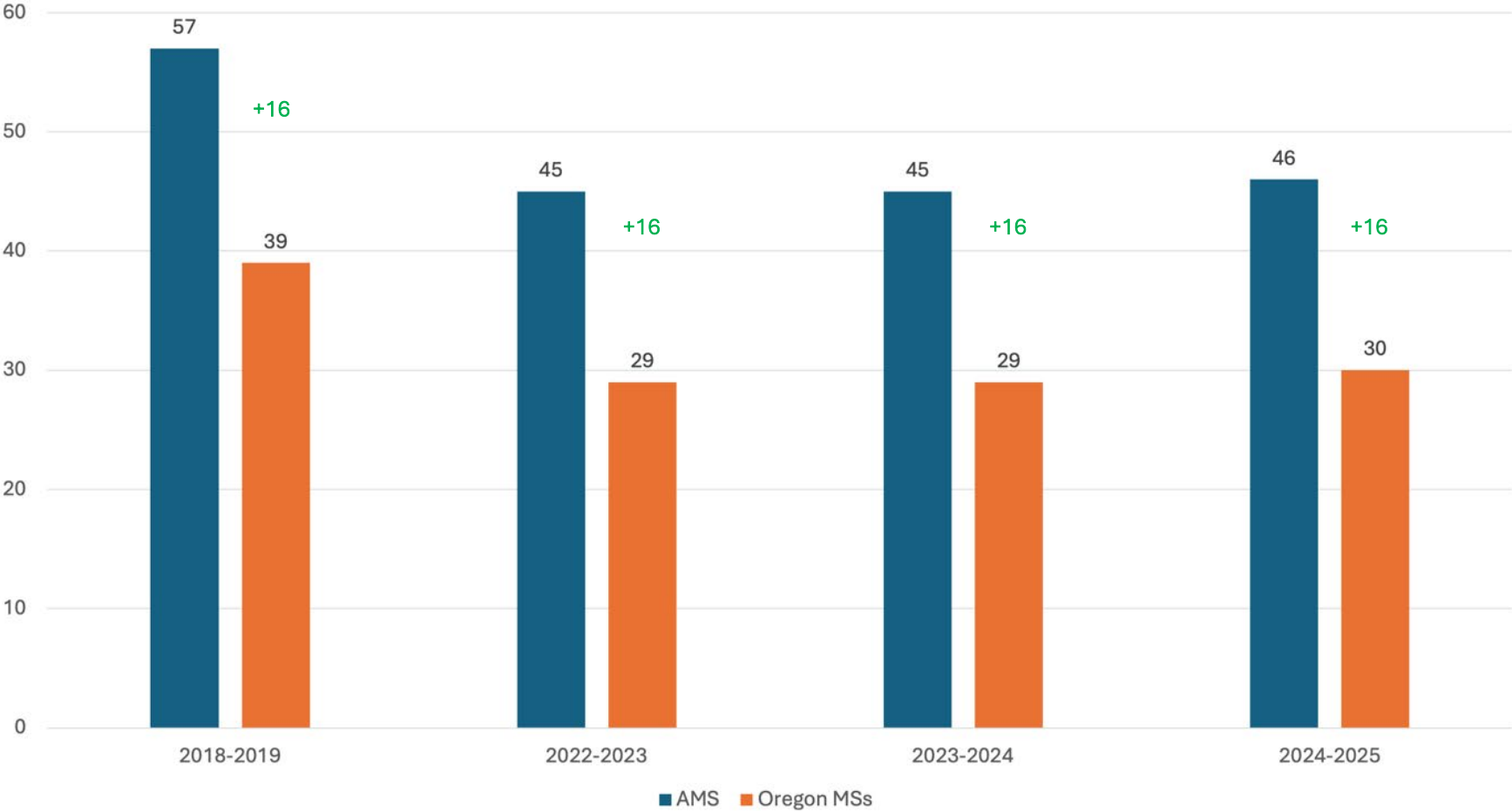
Wrestling

Track

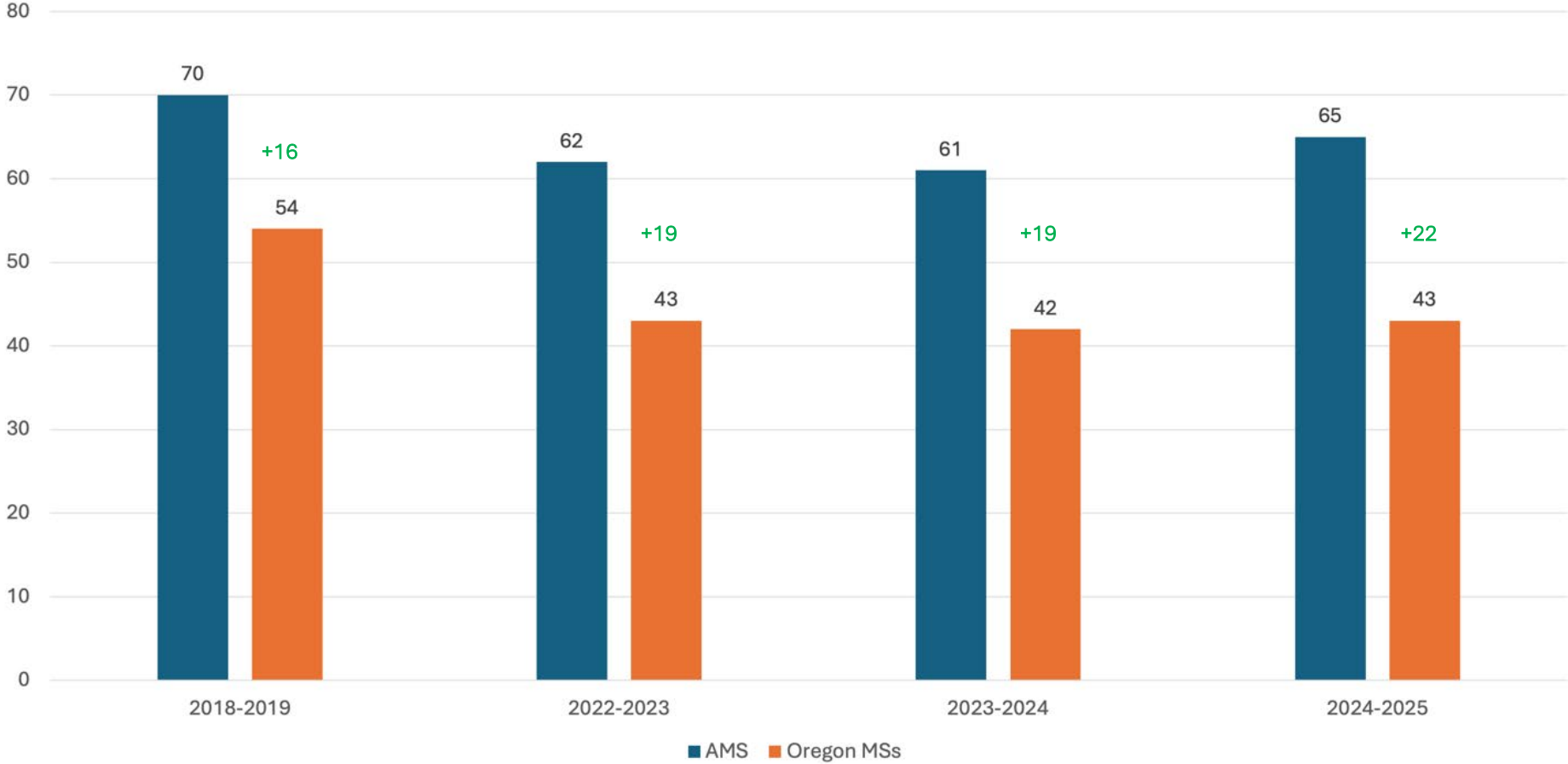
AMS Extra Curriculars



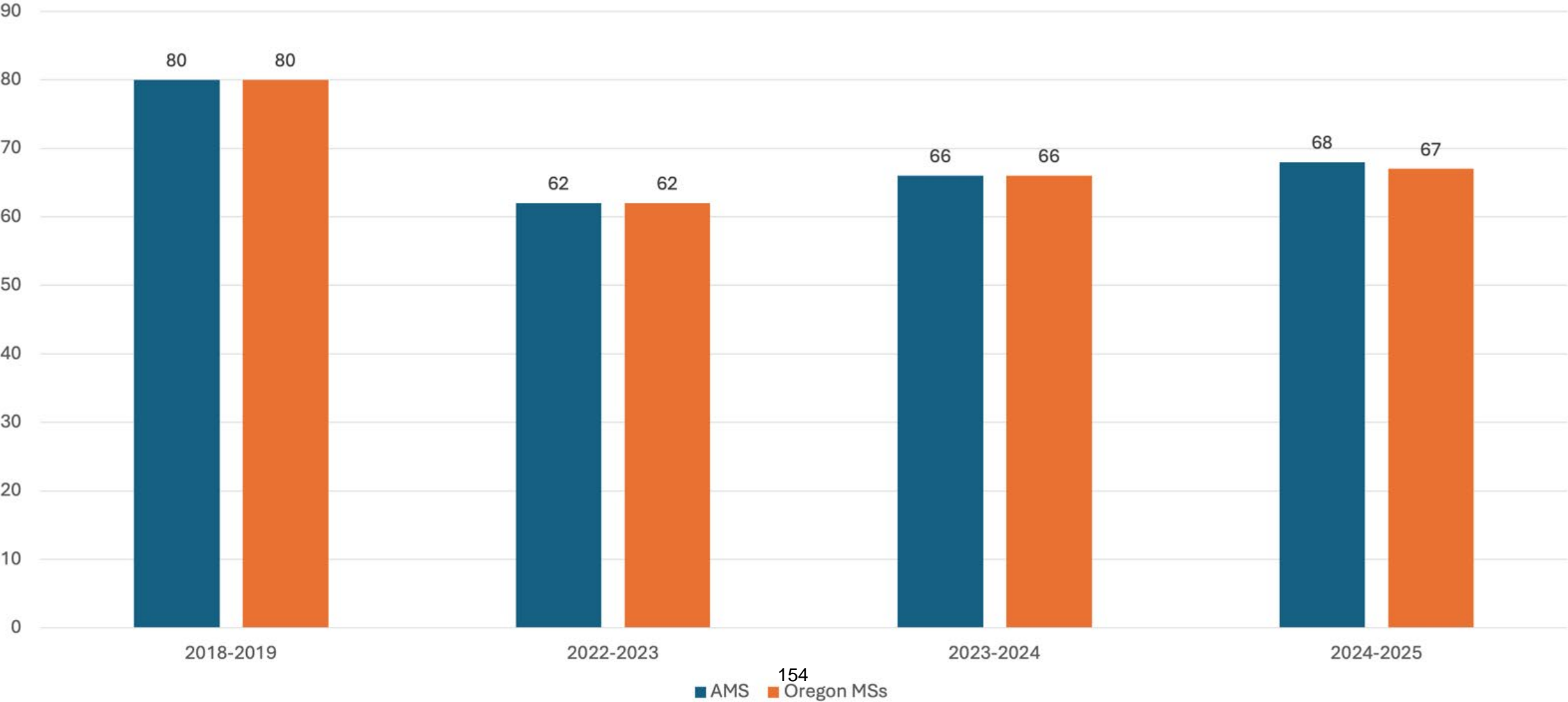
Smart Balance MATH



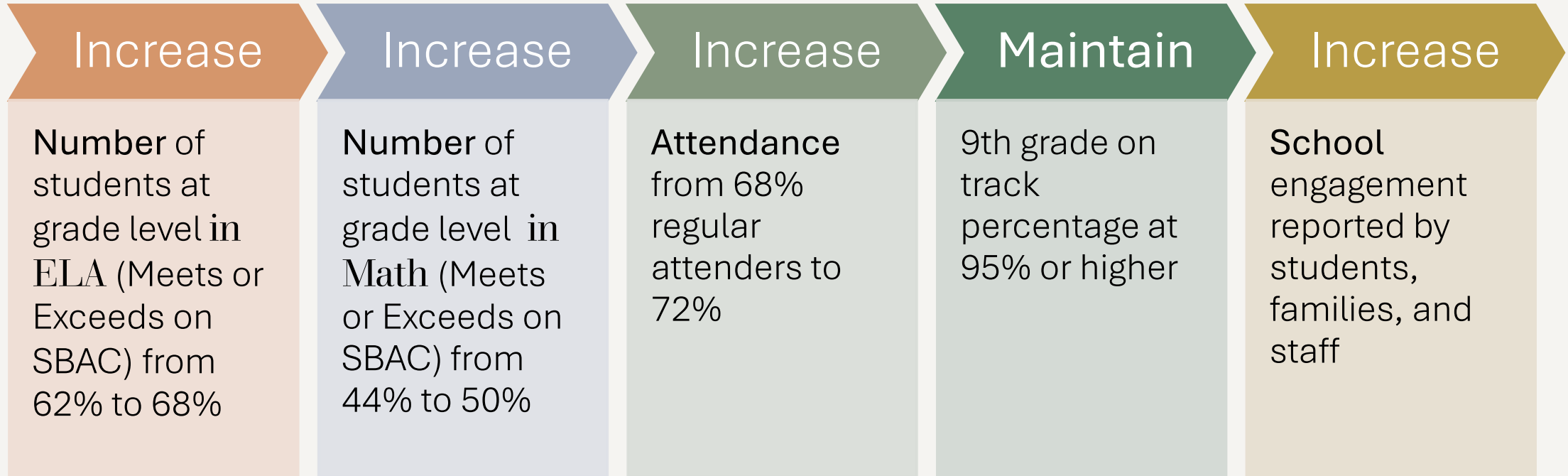
Smarter Balance Language Arts



Attendance at AMS



AMS School Improvement Plan Goals



Strategies for academics and attendance

Full-time Reading
and 0.3
Math Specialist

Science of Reading
PD

Teacher
Development
Group PD

Data Teams (3x
per year)

Additional EA
Support in Math
and Reading

Attendance Team

Monday and
Friday Attendance
Raffles

Positive Postcards,
Emails and Calls
Home

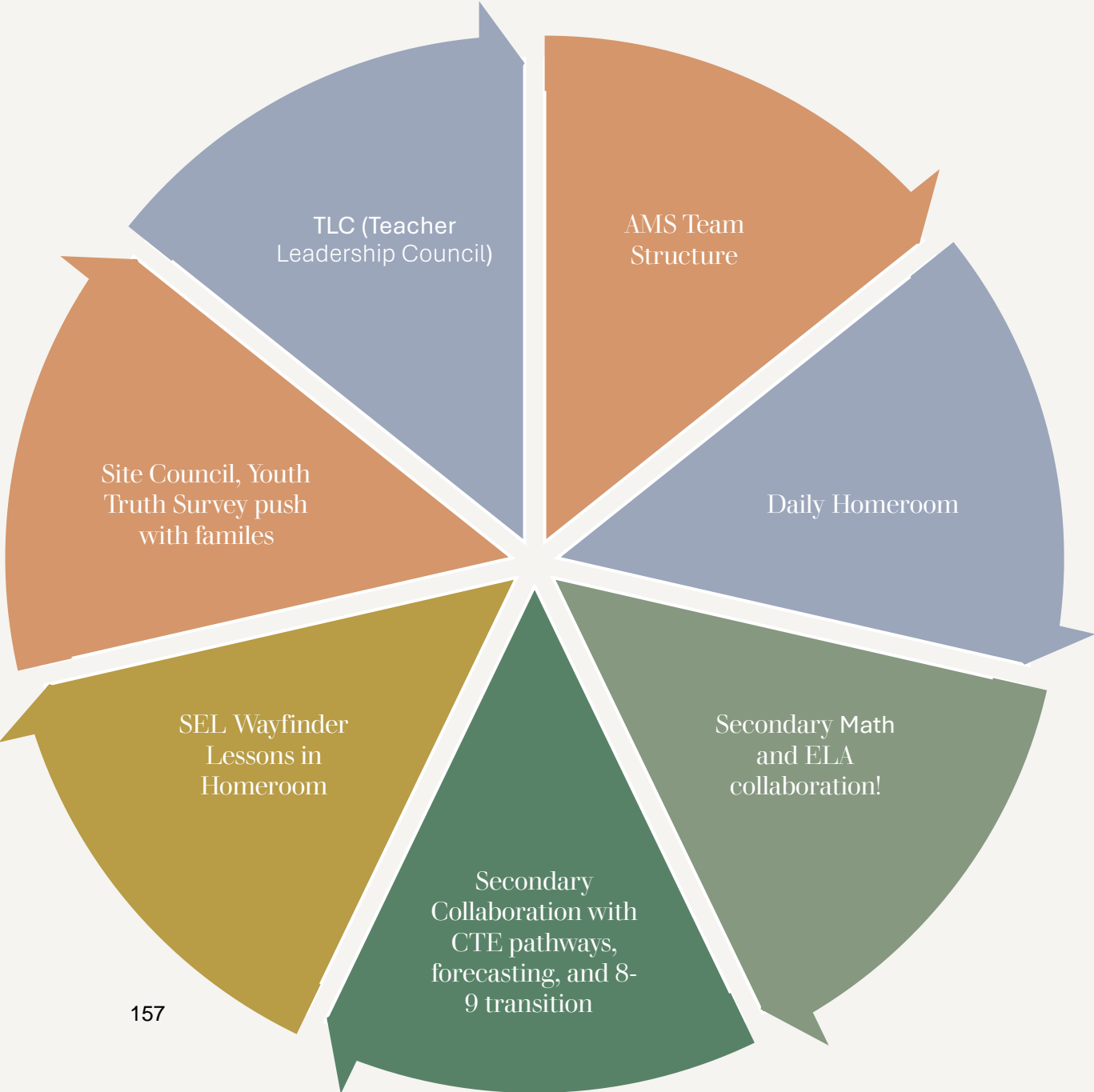
Olympic
Attendance
Contests

School Dances!

No Cut Sports and
Extra-Curricular

Student Council

Strategies for
9th grade on-
track and safe,
welcoming
environment



Celebrations!

Mountain Impact

- 12 students have improved their attendance over last year, one by 47%
- All but one student has shown improvement in IXL in either M or LA
 - About 2/3 of students have improved their Math and LA IXL scores
- Parents and students requesting to be placed on the team

School Wide Behavior

- Referral rate is flat, but the overall behavior and school climate has improved significantly

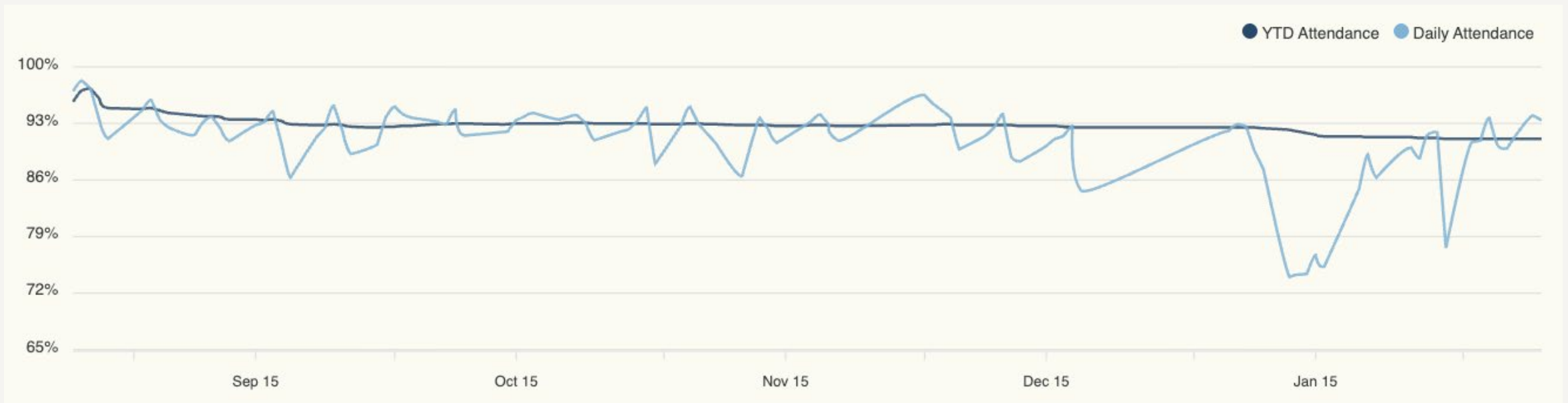
Additional Intervention

- More Math and Reading intervention time this year than last year
 - Full time Reading Intervention (+ 0.5)
 - About .3 FTE in Math intervention (+0.3)
 - 0.68 Math and Reading EA support
 - Helping families understand intervention placement

Celebrations!

Attendance Increase!

- 72% Regular Attendars



159

Celebrations!

Cell Phone Policy (year 3)

Sports and After School Activities:

- 390 Student Participating!
- 333+ AMS students!
- 72 % of AMS Students (so far this year)!

Math Counts Team – Won Regional, going to State!

MONTHLY SCHOOL BOARD FINANCIAL REPORT

Ashland School District No. 5
Financial Data through the Month Ending January 31, 2026



February 12 , 2026
Board Meeting

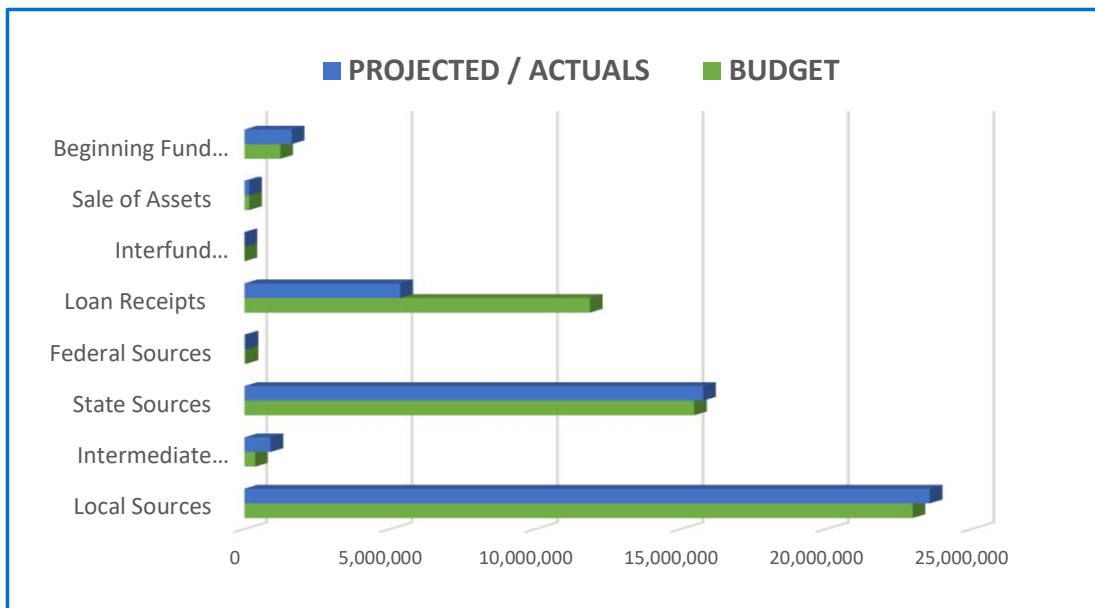
Presented By: Sherry Ely, Director of Business Services

2025.2026 GENERAL FUND (100)

REVENUE

Financial Data Ending January 31, 2025

REVENUE SOURCES BY FUNCTION	BUDGET	PROJECTED / ACTUALS	(Over)/Under Budget	
Local Sources	1000	22,974,370.00	23,563,186.85	(588,816.85)
Intermediate Sources	2000	365,000.00	895,538.36	(530,538.36)
State Sources	3000	15,459,445.00	15,769,357.13	(309,912.13)
Federal Sources	4000	40,000.00	40,000.00	0.00
Loan Receipts	5150	11,880,000.00	5,358,564.00	6,521,436.00
Interfund Transfers	5200	0.00	0.00	0.00
Sale of Assets	5300	160,000.00	160,000.00	0.00
Beginning Fund Balance	5400	1,235,405.00	1,623,616.00	(388,211.00)
		52,114,220.00	47,410,262.34	4,703,957.66



NOTES

REVENUE: Continuing to monitor Property Taxes - I am not requesting to make an adjustment to our projections as our January collection was significantly lower than projected so I will just keep an eye on it. I am estimating that we will see a possible \$250K - \$300K positive May adjustment for the 2024.2025 reconciliation - I am not including that in my revenue projections. The February State revenue forecast was released on the 2nd - with a more favorable outlook than what was forecast in the previous report. The \$750 million State General Fund shortfall has been reduced to a below \$500 million shortfall and may continue to show favorable movement as the year progresses. COSA and OSBA are continuing to lobby for use of the Education Stability Fund rather than hit districts with reductions in 2026.2027. More to come on that, I am sure.

Local Sources Include: Property Taxes, Reimbursements, Fees, and other Misc. Revenue.

Intermediate Sources Include: Flowthrough from ESD.

Federal Sources include: Federal Forest Fees

Sale of Assets include: Payment for the Sale of Briscoe

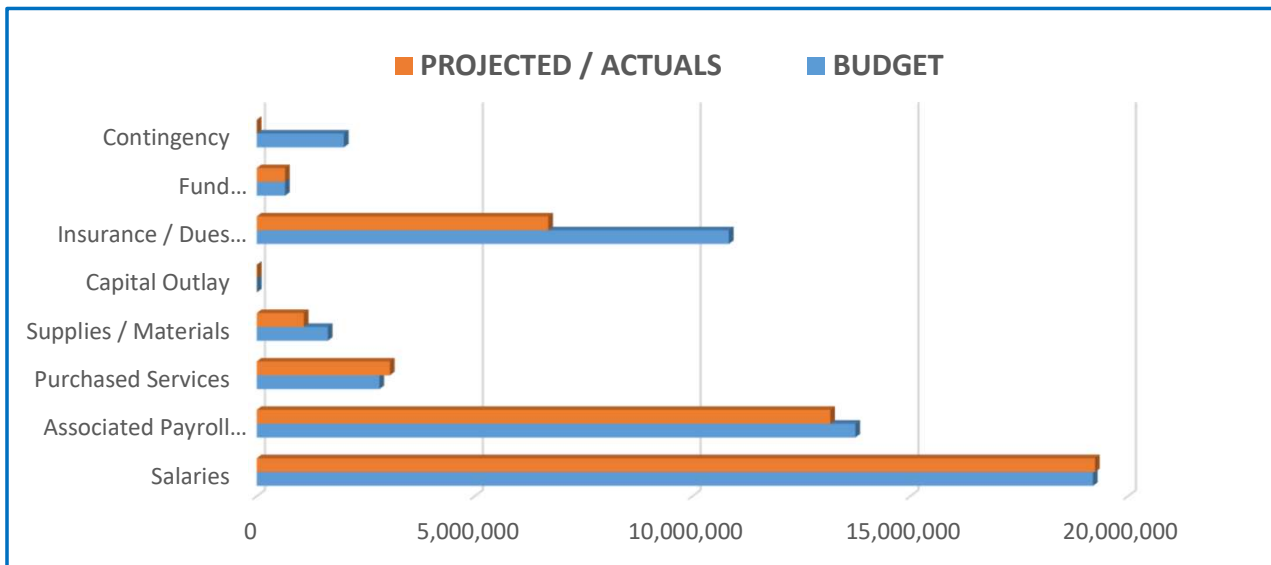
Source	2025.2026 Budget	Actual YTD Rev. 01.31.2026	Projected through 06.30.2026	Total Estimated 2025.2026	(Over)/Under Budget	Actual YTD Rev. 06.30.2025	2024.2025 Budget	(Over)/Under Budget
SSF Funding								
1111 Current Year Property Taxes	17,000,000	16,336,006	1,249,833	17,585,839	(585,839)	16,685,098	17,475,000	789,902
1112 Delinquent Property Tax	-	-	-	-	-	-	-	-
1190 Penalties & Interest on Taxes	9,500	13,104	7,668	20,772		10,280		(10,280)
3101 State School Support Funds	15,101,626	10,221,053	5,190,008	15,411,061	(309,435)	14,832,002	14,004,000	(828,002)
3101 SSF - Due to ODE		-	-	-	-	-	-	-
3103 Common School Fund	357,819	-	358,296	358,296	(477)	348,739	354,000	5,261
Total SSF Funding	32,468,945	26,570,163	6,805,805	33,375,968	(895,751)	31,876,119	31,833,000	(43,119)
Total SSF Revenue	\$ 32,468,945	\$ 26,570,163	\$ 6,805,805	\$ 33,375,968	\$ (895,751)	\$ 31,876,119	31,833,000	(43,119)
Non State School Support Formula Sources								
Local Sources								
1120 Local Option	4,800,000	4,512,388	329,034	4,841,422	(41,422)	4,717,915	5,200,000	482,085
1123 Local Option Penalties & Interest	2,700	3,622	2,181	5,803	(3,103)	2,912		(2,912)
1311 and 1312 Tuition	50,000	22,298	28,933	51,231	(1,231)	43,044	50,000	6,956
1412 Transportation Fees	17,500	3,862	8,663	12,525	4,975	18,684	25,000	6,316
1510 Earnings on Investments	750,000	307,757	387,000	694,757	55,243	660,557	900,000	239,443
1740 Fees	1,200	900	89	989	211	2,010	-	(2,010)
1910 Rentals	18,320	37,741	15,243	52,984	(34,664)	34,736	75,000	40,265
1920 Donations from Private Sources	25,100	15,996	12,550	28,546	(3,446)	907,657	25,000	(882,657)
1940 Serv Provided to Other districts	20,000	2,500	12,650	15,150	4,850	6,385	25,000	18,615
1960 Recovery of Prior Year Expenditures	15,000	10,135	4,115	14,250	750	14,747	10,000	(4,747)
1980 Fees Charged to Grants	150,000	-	149,127	149,127	873	139,797	300,000	160,203
1990 Miscellaneous Local Revenue	115,050	71,871	17,922	89,793	25,257	119,056	100,000	(19,056)
Total Non Formula Local Sources	5,964,870	4,989,070	967,506	5,956,576		6,667,498	6,710,000	42,502
Intermediate Sources								
2199 - Other Inter. Sources	365,000	447,769	447,769	895,538		819,410	800,000	(19,410)
Total Intermediate Sources	365,000	447,769	447,769	895,538	-	819,410	800,000	(19,410)
State/Federal Sources								
3299 Rest. From state	-	-	-	-		-	150,000	150,000
4700 Federal Rev	10,000	-	10,000	10,000			10,000	10,000
4801 Federal Forest	30,000	-	30,000	30,000		40,000	30,000	(10,000)
Total State/Federal Sources	40,000	-	40,000	40,000	-	40,000	190,000	150,000
Other Sources								
5150 Loan Receipts	11,880,000	5,358,564	-	5,358,564		2,124,188		
5300 Sale/Loss of Fixed Assets	160,000	-	160,000	160,000	-	160,000	160,000	-
5400 Beginning Fund Balance	1,235,405	-		1,623,616	(388,211)	(2,004,188)	1,000,000	3,004,188
Total Other Sources	13,275,405	-	160,000	7,142,180	(388,211)	280,000	1,160,000	880,000
Total Non SSF Revenue	\$ 19,645,275	\$ 5,436,839	\$ 1,615,276	\$ 14,034,294	\$ (388,211)	\$ 7,806,908	\$ 8,860,000	1,053,092
Total Resources	\$ 52,114,220	\$ 32,007,002	\$ 8,421,081	\$ 47,410,262	\$ 4,703,958	\$ 39,683,027	\$ 40,693,000	1,009,973
						\$ 39,683,022		
							Estimated 24.25 EFB	1,458,426
								Estimated Ending Fund Balance
								\$ 3,512,993

2025.2026 GENERAL FUND (100)

EXPENSES

Financial Data Ending January 31, 2025

EXPENSES BY OBJECT	BUDGET	PROJECTED / ACTUALS	(Over)/Under Budget	
Salaries	100	19,201,356.00	19,245,673.19	(44,317.19)
Associated Payroll Costs	200	13,739,894.00	13,163,796.80	576,097.20
Purchased Services	300	2,815,114.00	3,057,288.62	(242,174.62)
Supplies / Materials	400	1,631,221.00	1,081,822.53	549,398.47
Capital Outlay	500	6,000.00	6,000.00	0.00
Insurance / Dues / Fees/Loan Pmnt	600	10,835,182.00	6,692,688.37	4,142,493.63
Fund Transfers/Flow Thru	700	650,000.00	650,000.00	0.00
Contingency	800	2,000,000.00	0.00	2,000,000.00
		50,878,767.00	43,897,269.51	6,981,497.49



NOTES

EXPENSE: Continuing to monitor potential overexpenditure of the IDEA Fund. With the resignation of an employee whose wages were being paid out of IDEA, we may not need to move much more over to the General Fund. Continuing to watch the activity in the Insurance Fund and the potential need to backfill with a General Fund contribution to that fund. At the end of January, our projections are indicating an 8% - \$3.5 million ending fund balance.

	2025.2026	Actual YTD EXP	Projected through	Total Estimated		%		2024.2025 YTD	(Over)/Under
	Budget	01/31/20206	06.30.2026	2025.2026	(Over)/ Under Budget	Committed	2024.2025 Budget	Expense	Budget
Instruction									
1111 Elementary, K-5 or K-6	6,128,132.00	2,527,648.76	3,567,204.72	6,094,853.48	33,278.52	0.99	6,538,879.78	6,372,853.06	166,026.72
1113 Elementary Extracurricular	9,058.00	455.06	0.00	455.06			5,486.80	10,164.13	-4,677.33
1121 Middle/Junior High Programs	3,505,613.00	\$ 1,584,727.82	2,090,138.32	3,674,866.14	-169,253.14	1.05	4,073,027.82	3,883,237.01	189,790.81
1122 Middle/Junior High School Extracurricular	261,926.00	\$ 131,082.98	40,321.67	171,404.65	90,521.35	0.65	250,512.57	237,170.30	13,342.27
1131 High School Programs	5,568,609.00	\$ 2,261,353.54	3,261,375.75	5,522,729.29	45,879.71	0.99	5,378,092.35	5,017,450.91	360,641.44
1132 High School Extracurricular	945,412.00	\$ 424,540.32	464,637.59	889,177.91	56,234.09	0.94	1,001,075.58	789,165.23	211,910.35
1210 Programs for the Talented and Gifted	3,570.00	\$ 2,354.76	6,032.25	8,387.01	-4,817.01	2.35	11,871.50	8,933.85	2,937.65
1220 Restrictive Pgms for Students w/Disabilities	84,405.00	\$ 13,096.51	13,288.11	26,384.62	58,020.38	0.31	77,941.05	65,487.33	12,453.72
1227 Extended School Year	480.00	0.00	0.00	0.00			5,000.00	2,961.46	2,038.54
1250 Programs for Students w/Severe Disabilities	3,769,521.00	\$ 1,664,683.90	2,018,254.21	3,682,938.11	86,582.89	0.98	4,250,889.56	3,741,598.91	509,290.65
1280 Alternative Education	1,718,133.00	\$ 808,194.65	1,067,047.08	1,875,241.73	-157,108.73	1.09	1,695,037.18	1,630,659.77	64,377.41
1291 English Second Language Programs	300,404.00	\$ 54,022.10	224,635.22	278,657.32	21,746.68	0.93	144,493.32	124,504.85	19,988.47
1400 Summer School	0.00	\$ 30,028.47	0.00	30,028.47	-30,028.47			2,477.39	
Total Instruction	22,295,263.00	9,502,188.87	12,752,934.92	22,255,123.79	31,056.27		23,432,307.51	21,886,664.20	1,545,643.31
	22,295,263.00	9,502,188.87	12,752,934.92	22,225,095.32					
Support Services									
2110 Attendance and Social Work Services	68,188.00	\$ 35,302.82	30,127.38	65,430.20	2,757.80	0.96	60,641.00	60,306.77	334.23
2115 Student Safety	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
2120 Guidance Services	843,276.00	\$ 322,272.51	446,369.24	768,641.75	74,634.25	0.91	815,859.32	744,028.35	71,830.97
2130 Health Services	474,530.00	\$ 110,656.28	327,542.21	438,198.49	36,331.51	0.92	307,844.00	157,413.67	150,430.33
2140 Psychological Services	117,612.00	\$ 66,396.22	110,030.41	176,426.63	-58,814.63	1.50	251,481.64	154.00	251,327.64
2150 Speech Pathology and Audiology Services	276,911.00	\$ 251,464.01	287,915.47	539,379.48	-262,468.48	1.95	443,149.54	552,920.96	-109,771.42
2190 Service Directions, Student Support Svcs	520,690.00	\$ 263,389.21	216,406.47	479,795.68	40,894.32	0.92	421,685.00	492,578.18	-70,893.18
2210 Improvement of Instruction Services	116,089.00	\$ 67,315.68	46,380.78	113,696.46	2,392.54	0.98	109,473.27	167,697.88	-58,224.61
2220 Library/Media Center	269,676.00	124,944.15	109,643.21	234,587.36	35,088.64	0.87	295,932.60	262,994.95	32,937.65
2230 Assessment and Testing	86,850.00	903.05	44,443.11	45,346.16	41,503.84	0.52	8,150.00	202,446.74	-194,296.74
2240 Staff Development	22,773.00	15,796.56	0.00	15,796.56	6,976.44	0.69	59,565.00	18,109.54	41,455.46
2310 Board of Education	221,555.00	280,756.48	2,250.00	283,006.48	-61,451.48	1.28	200,218.00	280,040.98	-79,822.98
2320 Office of the Superintendent Services	469,851.00	269,639.08	179,613.98	449,253.06	20,597.94	0.96	460,535.82	469,399.80	-8,863.98
2410 Office of the Principal Services	3,089,689.00	1,740,556.53	1,266,515.76	3,007,072.29	82,616.71	0.97	3,249,747.11	3,008,375.55	241,371.56
2490 Other Support Services—School Administration	143,729.00	0.00	0.00	0.00	143,729.00		900.00	129,227.87	-128,327.87
2520 Fiscal Services	690,003.00	407,085.84	243,923.35	651,009.19	38,993.81	0.94	698,011.86	847,082.37	-149,070.51
2540 Maintenance	4,217,104.00	2,674,047.26	1,317,381.29	4,022,252.07	194,851.93		4,285,988.28	4,209,493.92	76,494.36
2543 Care and Upkeep of Grounds Services	22,000.00	25,441.10	0.00	25,441.10	-3,441.10	1.16	39,000.00	35,880.03	3,119.97
2550 Student Transportation Services	1,190,376.00	631,416.41	427,952.20	1,059,368.61	131,007.39	0.89	1,212,285.73	1,437,419.46	-225,133.73
2640 Staff Services	493,855.00	255,766.76	201,268.82	457,035.58	36,819.42	0.93	406,257.66	324,169.99	82,087.67
2660 Technology Services	2,061,443.00	1,204,647.13	708,962.72	1,913,609.85	147,833.15	0.93	2,130,579.93	2,111,429.84	19,150.09
2700 Supplemental Retirement	317,304.00	194,438.63	146,273.05	340,711.68	-23,407.68		283,386.41	326,766.16	-43,379.75
Total Support Services	15,713,504.00	8,942,235.71	6,112,999.45	15,086,058.68	627,445.32		15,740,692.17	15,837,937.01	-97,244.84
	15,713,504.00	8,942,235.71	6,112,999.45	15,086,058.68	627,445.32	15,055,235.16			
Community Services									
3300 Welfare Activities Services	0.00	0.00	0.00	0.00			5,000.00	0.00	5,000.00
Total Community Services	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00	5,000.00
Other Requirements									
5120 Short Term Debt Service	10,220,000.00	5,358,563.56	547,523.48	5,906,087.04	4,313,912.96				
5200 Transfers of Funds	650,000.00	0.00	650,000.00	650,000.00	0.00	1.00	500,000.00	500,000.00	0.00
		0.00	0.00	0.00	0.00		15,000.00		15,000.00
6000 Contingency	2,000,000.00	0.00	0.00	0.00	2,000,000.00	1.00	1,000,000.00	0.00	1,000,000.00
7000 Unappropriated Ending Fund Balance	1,235,453.00	0.00	0.00	0.00	1,235,453.00	1.00	0.00	0.00	0.00
Total Other Requirements	14,105,453.00	5,358,563.56	1,197,523.48	6,556,087.04	3,235,453.00		1,515,000.00	500,000.00	1,015,000.00
		0.00							
Total Requirements	52,114,220.00	23,802,988.14	20,063,457.85	43,897,269.51	8,216,950.49		40,692,999.68	38,224,601.21	2,468,398.47

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Ashland School District_Appropriations

General Fund (100)	Appropriations	YTD	Encumbrances	Totals	Resolutions	(Over)/Under Budget
1000 Instruction	\$ 22,295,263.00	\$ 9,502,188.87	\$ 12,752,934.92	\$ 22,255,123.79	\$ -	\$ 40,139.21
2000 Support Services	\$ 15,713,504.00	\$ 8,942,235.71	\$ 6,112,999.45	\$ 15,055,235.16	\$ -	\$ 658,268.84
3000 Community Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5120 Short Term Debt Service	\$ 10,220,000.00	\$ 5,358,563.56	\$ 547,523.48	\$ 5,906,087.04	\$ -	\$ 4,313,912.96
5200 Transfers	\$ 650,000.00	\$ -	\$ 650,000.00	\$ 650,000.00	\$ -	\$ -
6000 Contingency	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Sub Total	\$ 50,878,767.00	\$ 23,802,988.14	\$ 20,063,457.85	\$ 43,866,445.99	\$ -	\$ 7,012,321.01
7000 Unappropriated EFB	\$ 1,235,453.00	\$ -	\$ -	\$ -	\$ -	\$ 1,235,453.00
Donations Fund Raising (105)						
1000 Instruction	\$ 412,948.00	\$ 145,161.95	\$ 5,131.29	\$ 150,293.24	\$ -	\$ 262,654.76
2000 Support Services	\$ 11,990.00	\$ 5,266.36	\$ -	\$ 5,266.36	\$ -	\$ 6,723.64
3000 Community Services	\$ 4,900.00	\$ 2,402.54	\$ -	\$ 2,402.54	\$ -	\$ 2,497.46
	\$ 429,838.00	\$ 152,830.85	\$ 5,131.29	\$ 157,962.14	\$ -	\$ 271,875.86
Class Fees (110)						
1000 Instruction	\$ 260,046.00	\$ 40,937.42	\$ 1,990.38	\$ 42,927.80	\$ -	\$ 217,118.20
2000 Support Services	\$ 28,324.00	\$ 1,688.58	\$ -	\$ 1,688.58	\$ -	\$ 26,635.42
3000 Community Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 288,370.00	\$ 42,626.00	\$ 1,990.38	\$ 44,616.38	\$ -	\$ 243,753.62
Special Revenue Funds						
1000 Instruction	\$ 3,709,448.00	\$ 1,321,698.58	\$ 1,493,091.59	\$ 2,814,790.17	\$ -	\$ 894,657.83
2000 Support Services	\$ 2,388,745.00	\$ 861,708.93	\$ 887,076.78	\$ 1,748,785.71	\$ -	\$ 639,959.29
3000 Community Services	\$ 1,283,100.00	\$ 715,494.13	\$ 529,817.03	\$ 1,245,311.16	\$ -	\$ 37,788.84
4000 Facility Acquisition	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00
5200 Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5300 Approtionment of funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 7,421,293.00	\$ 2,898,901.64	\$ 2,909,985.40	\$ 5,808,887.04	\$ -	\$ 1,612,405.96
Debt Service (301)						
5100 Debt Service	\$ 8,480,400.00	\$ 2,252,440.58	\$ 6,077,450.00	\$ 8,329,890.58	\$ -	\$ 150,509.42
Sub Total	\$ 8,480,400.00	\$ 2,252,440.58	\$ 6,077,450.00	\$ 8,329,890.58	\$ -	\$ 150,509.42
Facilities (400)						
2000 Support Services	\$ 396,515.00	\$ 25,749.98	\$ 51,406.58	\$ 77,156.56	\$ -	\$ 319,358.44
4000 Facilities Acquisition	\$ 7,065,009.00	\$ 1,750,440.53	\$ 974,843.10	\$ 2,725,283.63	\$ -	\$ 4,339,725.37
6000 Contingencies	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000.00
Sub Total	\$ 10,461,524.00	\$ 1,776,190.51	\$ 1,026,249.68	\$ 2,802,440.19	\$ -	\$ 7,659,083.81

Ashland School District_Appropriations

Internal Service Funds (600)

2000 Support Services	\$ 10,342,014.00	\$ 4,889,718.32	\$ 2,563,831.96	\$ 7,453,550.28	\$ -	\$ 2,888,463.72
5200 Transfers	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -
6000 Contingencies	\$ 859,650.00	\$ -	\$ -	\$ -	\$ -	\$ 859,650.00
Sub Total	\$ 11,226,664.00	\$ 4,889,718.32	\$ 2,588,831.96	\$ 7,478,550.28	\$ -	\$ 3,748,113.72

Trust & Agency Funds (700)

1000 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2000 Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3000 Community Services	\$ 285,000.00	\$ 165,750.00	\$ -	\$ 165,750.00	\$ -	\$ 119,250.00
6000 Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 285,000.00	\$ 165,750.00	\$ -	\$ 165,750.00	\$ -	\$ 119,250.00
7000 Unappropriated EFB	\$ 13,750.00	\$ -			\$ -	

Total Appropriations	\$ 89,471,856.00	\$ 35,981,446.04	\$ 32,673,096.56	\$ 68,654,542.60	\$ -	\$ 20,817,313.40
Total Unappropriated	\$ 1,249,203.00	\$ -	\$ -	\$ -	\$ -	\$ 1,249,203.00
TOTAL	\$ 90,721,059.00	\$ 35,981,446.04	\$ 32,673,096.56	\$ 68,654,542.60	\$ -	\$ 22,066,516.40

Fund	Description	7/1/2025 Actual Beginning Fund Balance	Accounts Receivable	Budget Rev	Total Revenue	Budg Exp	Actual Grant Award	YTD Revenue	YTD Expenditures	Encumbrances	Balance as of 6/30/26
200	Special Revenue Funds	-		800,000	800,000	800,000		-	-	-	-
201	Southern Promise Grant	953		-	953			-	-	-	953
203	Staff Health Center	1,315		14,527	15,842	14,527		-	604	-	711
205	SOU (NSF Prime) Grant	5,767		-	5,767	-		-	-	-	5,767
206	ODE CTE Program Grants	(3,467)	3,732	-	265			-	3,732	-	(3,467)
207	SOESD - SOREN	(3,857)		-	(3,857)			-	-	-	(3,857)
208	TAP Grants (ODE)	(2,901)		-	(2,901)			-	-	-	(2,901)
209	Ashland Community Health Intern Grant	17,992	11,695	-	29,687			-	22,270	7,417	(0)
210	SPED Miscellaneous Grants	-	1,407	-	1,407			-	1,407	-	(0)
211	Title III via SOESD	(1,643)	2,538	5,000	5,895	5,000		-	895	-	(0)
213	Helman Soroptimist Grant	155		-	155			-	-	-	155
214	Title IV-A	-	34	62,149	62,183	62,149	52,407	-	34	-	52,407
215	ESSER	(62)	1,516		1,454			-	1,454	-	0
220	EIS Grant	-		7,600	7,600	7,600		-	-	-	-
221	Title I-A	-	46,639	711,483	758,122	711,483	683,533	184,653	231,293	297,700	154,540
222	Title II A	-		98,641	98,641	98,641	89,349	61,210	49,810	6,250	33,289
229	IDEA	2,844	134,112	470,026	606,982	470,026	442,815	136,427	270,539	369,374	(194,254)
251	Student Investment Account	-	200,167	2,507,495	2,707,662	2,507,495	2,507,495	876,960	1,077,127	1,327,983	102,385
252	Measure 98	-		756,062	756,062	756,062	730,879	365,440	284,205	333,457	113,218
256	Farm to Education	(2,911)	590	25,000	22,679	25,000	25,000	-	590	-	21,499
262	BAASS	(3,797)	3,797	3,055	3,055	3,055		-	-	-	-
266	AMS Student Body	(74)	74	-	-	-		-	-	-	-
267	AHS Student Body Account	89,677		-	89,677	-		11,953	8,591	2,550	90,490
270	Early Literacy Success	-	-	-	-		157,438	113,942	21,223	5,555	130,660
274	E-rate Funds	13,851		-	13,851			-	-	-	13,851
276	Equipment Replacement Fund	26,001		-	26,001			-	2,899	-	23,103
277	Transportation Fund	-	185,000	185,000	370,000	185,000		185,000	65,222	-	304,778
280	Senate Bill 1149	17,845		6,000	23,845	21,000	-	4,167	-	-	22,012
282	ASPIRE Partnership Grant	10,441		-	10,441	14,441		1,992	-	-	12,433
283	AHS Dual Credit - ASF Support	5,000		-	5,000			-	-	-	5,000
285	Fast Forward Fund	6,860		-	6,860	6,900		-	2,149	-	4,712
286	ASF - Strings, Band, Orchestra	(14,463)	14,463	-	(0)			-	-	-	(0)
287	Fee Fund	7,632		-	7,632	-		-	-	-	7,632
288	Technology Fund	24,682		-	24,682	-		945	-	-	25,627
289	Class of 1958 (Fee Fund-OCF)	7,564		-	7,564	-		-	-	-	7,564
290	OSU Outdoor School Program	(3,309)	14,405	125,000	136,096	125,000	83,362	-	94,458	-	(0)
291	Ashland Schools Foundation	44,120		150,000	194,120	198,083		104,885	43,485	1,138	104,382
292	Affinity Group Funding	5,661	15,413	-	21,074	-		-	7,743	13,331	0
294	Technology Infusion/Ashland Rotary-Walker School	341		-	341	-		-	-	-	341
295	Contributions/Donations	38,669		-	38,669	34,592		-	600	-	38,069
296	AHAA Grants	1,168		-	1,168	-		-	-	-	1,168
297	OEA Choice Trust Wellness Program	294	25,000	25,000	50,294	50,000		-	370	-	24,924
298	LGBTQ2SIA Consortium	19,858		15,000	34,858	37,033		-	772	15,413	3,673
299	Nutrition Services	265,667	383,563	1,270,000	1,919,230	1,270,000		588,018	707,431	529,817	0
		-		-	-						-
		-		-	-						-
	Grand Total	\$ 577,876	\$ 1,044,144	7,237,038	8,859,058	7,403,087	\$ 4,772,278	\$ 2,635,592	\$ 2,898,902	\$ 2,909,985	1,100,863

Mark Angle-Hobson, Ed.D.
Superintendent

Liz Littleton
Executive Assistant

Board of Directors

Brian Clark
Director, Zone 1

Rhonda Lawrence
Director, Zone 2

Robert Moore
Director, Zone 3

Jessie Hecocata
Director, Zone 4

Ariel Bloomer
Director, Zone 5

Rebecca Mueller
Director, Zone 6

Richard Owens
Director, Zone 7

Mary Barton
Director, Zone 8

Ana Mannenbach
Director, Zone 9

DATE: January 22, 2026

TO: Board Members of SOESD Component School Districts

FROM: Dr. Mark Angle-Hobson, Superintendent
Southern Oregon Education Service District

RE: SOESD 2026-27 Local Service Plan and Student Success Act
Comprehensive Support Plan

According to ORS 334.175(5)(b), an ESD Local Service Plan must be approved on or before March 1 by resolution of two-thirds of the component school districts that are a part of the education service district and that have at least a majority of the pupils included in the average daily membership of the education service district, as determined by the reports of such school districts for the preceding year, enrolled in the schools of the school districts. According to HB 3427 (2019), an ESD Comprehensive Support Plan must be adopted and amended as provided for local service plans under ORS 334.175

SOESD presents the 2026-27 Local Service Plan (LSP) as a product of our collaboration with school districts to deliver services that are responsive to districts' needs, by providing flexibility in service choices, maintaining service quality and stability, and leveraging regional advantages in cost effectiveness and increased opportunities for students. The 2026-27 LSP includes the SOESD Student Success Act Comprehensive Support Plan, developed from the top priorities identified by component school districts to assist in the development and implementation of their Student Investment Account plans for implementing the Student Success Act.

SOESD takes seriously our responsibility to provide a range of high-quality services that are responsive to your needs and affordably priced. We appreciate your consideration of Southern Oregon ESD's Local Service Plan and look forward to serving you in the 2026-2027 school year.

Thank you.

lwl
Enclosures



**Administration
and Technology**
101 N. Grape St.
Medford OR
97501

**Douglas County
Regional Office**
90 NW Glenhart
Winston OR
97496

**Grants Pass
Regional Office**
550 SW 6th St.
Grants Pass OR
97526

**Klamath Falls
Regional Office**
2685 Foothills Blvd.
Klamath Falls OR
97603

**School Improvement
and Student Services**
5465 S. Pacific Hwy.
Phoenix OR
97535



2026-2027

Local Service Plan

Dr. Mark Angle-Hobson
Superintendent

District Office
5465 S. Pacific Hwy.
Phoenix, OR 97535

Douglas County Regional Office
90 NW Glenhart Ave.
Winston, OR 97496

Grants Pass Regional Office
550 SW 6th St.
Grants Pass, OR 97526

Klamath Falls Regional Office
2685 Foothills Blvd.
Klamath Falls, OR 97603

Operations Center
101 N. Grape St.
Medford, OR 97501

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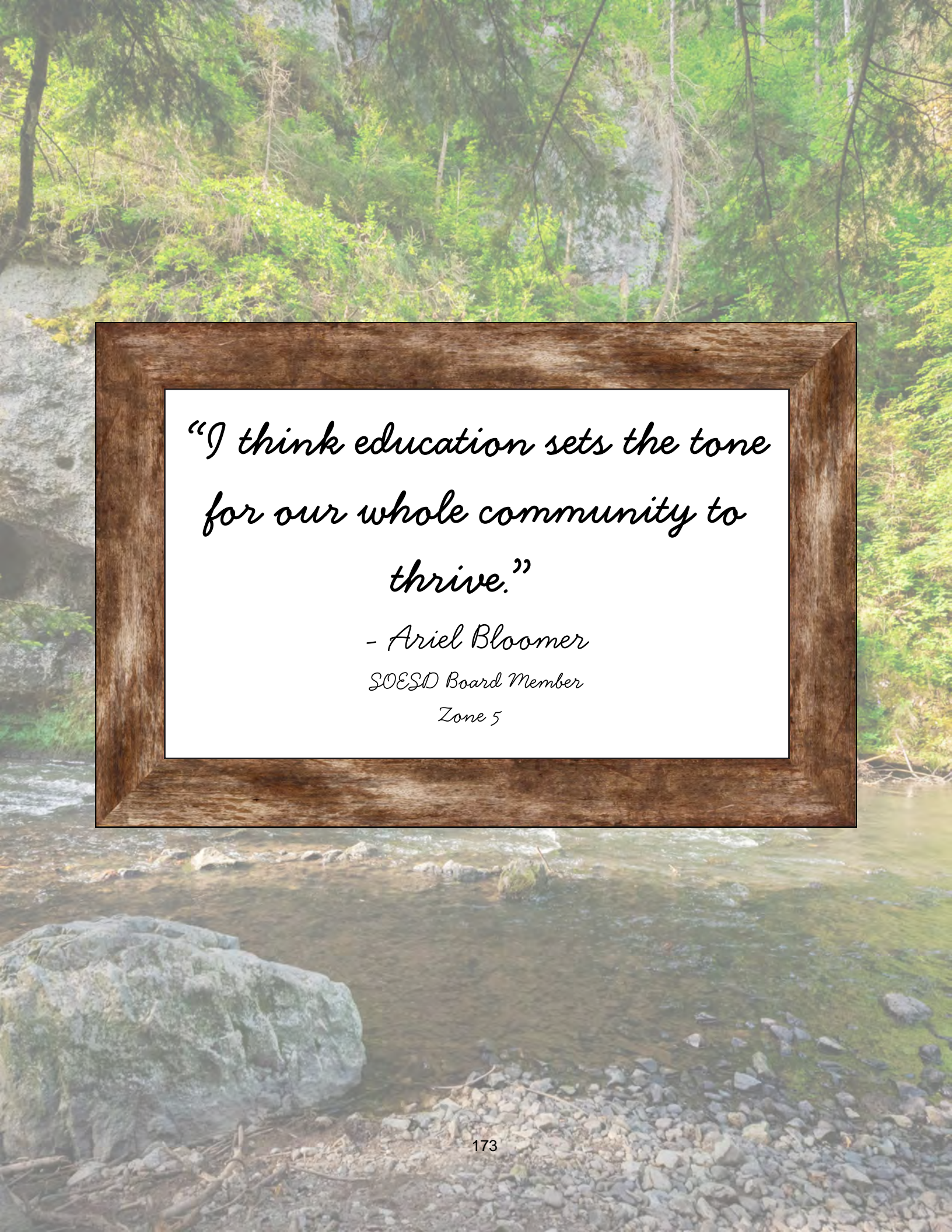
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*“I think education sets the tone
for our whole community to
thrive.”*

*- Ariel Bloomer
SOESD Board Member
Zone 5*



Introduction



WHO

are we?



Dear Community

Dear Board Members, Superintendents and Constituents:

Southern Oregon Education Service District (SOESD) serves children, families, educators, and communities within the ancestral homelands of the Shasta, Takelma, Latgawa, Klamath, Modoc, and Yahooksin-Paiute peoples. As the largest geographic region within Oregon’s 19-ESD network, our 13 component districts span Jackson, Josephine, and Klamath Counties—an area roughly the size of the state of Massachusetts. Beyond our tri-county region, SOESD also partners to provide select services in Douglas and Lake Counties.

This Local Service Plan (LSP) outlines the services available across our region, the process and timeline through which component districts select those services, and a snapshot of the budget and staffing required to deliver them.

At the heart of this work is a people-first commitment. By centering our efforts on relationships and responsiveness, SOESD ensures that our specialized services support children, families, and educators in ways that allow them, and our own staff, to thrive.

In addition to the LSP, this document includes the Student Success Act (SSA) Comprehensive Support Plan (CSP), which assists districts with the development and implementation of their Student Investment Account (SIA) plans. Together, these plans reflect our region’s shared dedication to meaningful, equitable, and sustainable improvement in service to all students.

As we look ahead, I am inspired by the strength and collaboration that define Southern Oregon. The challenges before us are real, but so are our collective talents, creativity, and compassion. Together, with clarity of purpose and shared commitment, we will continue to innovate, build belonging, and deliver exceptional services that make a lasting difference for the students and communities we serve.

Respectfully,

A handwritten signature in blue ink that reads "Mark Angle-Hobson" with "ED.D." printed in small letters below the name.

Mark Angle-Hobson, Ed.D.
Superintendent

Our Region

Southern Oregon Counties: Cities & Component Districts

Josephine County

Grants Pass
Cave Junction
Selma
Williams
Kerby
O'Brien
Takilma
Redwood
New Hope
Wolf Creek



2 Districts
9,911 Students

1,641 square miles

**Data from the 2024-25 school year*

Three Rivers School District
Grants Pass School District

18 Schools - 4,440 Students
11 Schools - 5,726 Students



Jackson County

Jacksonville
Medford
Central Point
Ashland
Eagle Point
Gold Hill
White City
Phoenix
Talent
Shady Cove
Rogue River
Butte Falls
Prospect



9 Districts
28,493 Students

2,802 square miles

Medford School District
Eagle Point School District
Central Point School District
Ashland School District
Phoenix-Talent School District
Rogue River School District
Prospect School District
Butte Falls School District
Pinehurst School District

25 Schools - 13,786 Students
11 Schools - 4,066 Students
9 Schools - 4,773 Students
9 Schools - 2,549 Students
6 Schools - 2,230 Students
4 Schools - 1,071 Students
2 Schools - 233 Students
2 Schools - 119 Students
1 School - 8 Students



Klamath County

Klamath Falls
Chiloquin
Bonanza
Sprague River
Bly
Keno
Beatty
Merrill
Chemult
Malin
Gilchrist
Crescent



2 Districts
9,713 Students

6,136 square miles

Klamath County School District
Klamath Falls City Schools

22 Schools - 7,000 Students
9 Schools - 2,723 Students



Our Board of Directors



Ana Mannenbach - Chair
Zone 9 - Butte Falls/Eagle Point/Prospect
2023-2027



Richie Owens - Vice Chair
Zone 7 - Medford
2025-2029



Ariel Bloomer
Zone 5 - Ashland/Phoenix-Talent/Pinehurst
2025-2029



Rebecca Mueller
Zone 6 - Medford
2025-2029



Mary Barton
Zone 8 - Central Point/Rogue River
2025-2029



Rhonda Lawrence
Zone 2 - Three Rivers
2025-2029



Jessie Hecocta
Zone 4 - Klamath Falls
2023-2027



Brian Clark
Zone 1 - Grants Pass/Three Rivers
2025-2029



Robert "Bob" Moore
Zone 3 - Klamath County
2023-2027

Board of Directors

Mary Barton Ariel Bloomer Brian Clark	Jessie Hecocata Rhonda Lawrence Ana Mannenbach	Bob Moore Rebecca Mueller Richard Owens
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Superintendent
Dr. Mark Angle-Hobson

Executive Assistant to the Superintendent & Board Secretary:
Liz Littleton

Auditing Services
Legal Services
Insurance Services

Business Office
Jeanetta Woodside,
Chief Financial Officer/Deputy Clerk

Services:
Finances
Homeschool
Logistics

Manager:
Colton Cochran
District Controller

Confidential Administrative Assistant:
Crystal Salas

Technology Services
Tom Bigboy
Chief information Officer

Services:
Computer Information Services
Electronic Services
Network Services

Manager:
Israel Mathewson
Technology Manager

Human Resources
Ryan Swearingen,
Chief Human Resources Officer

Services:
Benefits
Payroll
Staffing
Substitute Services

Manager:
Stephanie Cossey,
Program Manager

Confidential Staff:
Bobbi Charley,
HR Specialist
Wendy Darrough,
HR Specialist

Communications and Partnerships (CaP)
Erin Green,
Coordinator

Programs:
Klamath Promise
Southern Oregon Success (SORS)
Southern Oregon Early Learning Services (SOELS)
Childcare Resource Network(CCRN)

Family Support and Connections (FS&C)

Managers:
Cynthia Anderson
Eva Skuratowicz
Jessie McClung
Peter Buckley
Rene' Brandon

Assistant Superintendent
Kylee Harrison

Cabinet

Administrative Team

School Improvement Division

Integrated Instruction
Aaron Cooke,
Coordinator

Programs:
Curriculum, Instruction, & Assessment
Instructional Technology
Library/Media
Apprenticeships
Regional Educator Network
Mentoring

Focal Student Groups
Andrea Townsend,
Coordinator

Programs:
Equity Collaborative
English learners
Indian Education
Migrant Education
LGBTQ2SIA+

Managers:
Elizabeth Prusko

Student Engagement
Brad Capener,
Coordinator

Programs:
Career Connected Learning (CCL)
College & Career (CC4A)/\$TE(A)M
Attendance
Student Success Act
Emergency Management

Managers:
Karla Clark
Brian Robin

Student Services Division

Deaf/Hard of Hearing & Vision Services
Jaime Banks,
Coordinator

Programs:
Audiology
Deaf and Hard of Hearing
Visual Impairment

Managers:
Eric Crook

Early Intervention/ ECSE
Shannon Bilbao,
Coordinator

Programs:
EI/ECSE

Josephine County LRAC
Ramsey Learning Center
Inclusion Project

Managers:
Louise Horn

Autism & STEPS
Nikki Donnelly,
Coordinator

Programs:
Autism
STEPS Plus
STEPS Care

Day Treatment/ Residential, Nursing, & Speech Services
Diane Dunas,
Coordinator

Programs:
Long Term Care and Treatment (LTCT)
Speech Language Services
School Nursing Services

Orthopedic Impairment & Youth Employment
Andrée Johnson,
Coordinator

Programs:
Orthopedic Impairment
Youth Employment Services
Regional Technical Assistance Program

Student Behavioral Health & Wellness
Sandy Stack,
Coordinator

Programs:
Student Behavioral Health & Wellness (SBHW)
Recovery Supports
School Safety and Prevention Systems

Psychology & Autism
Agnes Lee-Wolfe,
Coordinator

Programs:
Psychological Services
Traumatic Brain Injury Services
Autism

Our Compass

Across Oregon, we are navigating a time of economic uncertainty that touches every corner of our education system. Budgets are tightening, needs are growing, and it's natural for all of us to feel the weight of those challenges. Yet, moments like this also remind us why our partnership matters most.

When ESDs and component districts work together, we create efficiencies and solutions that none of us could achieve alone. Collaboration allows us to pool expertise, share resources, and expand opportunities for students and educators across our region. It transforms scarcity into creativity and challenge into possibility.

At SOESD, we are committed to finding new ways to stretch every dollar while keeping people at the center of our decisions. The strength of our regional network—built on trust, communication, and shared purpose—remains one of our greatest assets.

As part of that commitment, we have implemented several initiatives to strengthen our systems, modernize our operations, and enhance transparency. Since July, SOESD has launched a refreshed website and inclusive letterhead to better reflect our region and improve communication; restructured our administrative team to increase collaboration and reduce costs; and created new opportunities for engagement through the Blueprint & Beyond newsletters, Coffee with Cabinet, and a virtual question box. We have also onboarded new leadership and board members, completed a policy rewrite, and initiated an inclusive strategic planning process to guide our shared work for the years ahead.

These efforts, paired with facility improvements, technology upgrades, and a focus on human-centered culture, are designed to ensure that every investment we make directly supports the students, families, and educators we serve.

As we look ahead, we are confident that by staying connected, transparent, and united around our shared mission, we will not only weather this period of uncertainty but emerge stronger and more aligned in our service to children and families.

Thank you for your partnership and your continued leadership in your schools and communities. Together, we can ensure that Southern Oregon remains a place where collaboration drives innovation and every student has the opportunity to thrive.



Our Lexicon

1. Agency

Southern Oregon Education Service District is the **agency**. An agency is the entire organization — encompassing all departments, programs and services within SOESD.

2. Divisions

SOESD is an agency made up of four **divisions** that meet our statutorily required obligations: Administration, School Improvement, Student Services and Technology. Together, these divisions support our region through integrated services, programs, and partnerships.

3. Departments

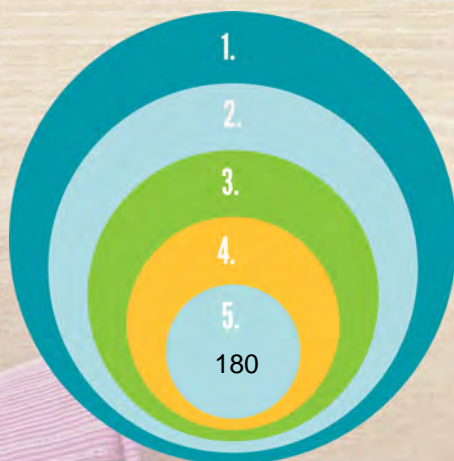
Within each division are **departments**. At SOESD, departments include areas such as Early Childhood Services, Focal Student Groups, Student Engagement, Student Behavioral Health and Wellness and more. Departments focus on specific areas of service and operations that contribute to the agency's overall mission.

4. Programs

Each department oversees specific **programs**. These programs deliver specialized support to meet the diverse needs of our students and communities. As an example, included within the Focal Student Groups department are Indian Education and Migrant Education (and others). Some programs, like Southern Oregon Early Learning Hub, are governed by separate entities, with SOESD serving in a fiscal backbone or support role.

5. Projects

Projects are specific bodies of work within programs that help achieve specific goals. They turn program plans into real actions and results.





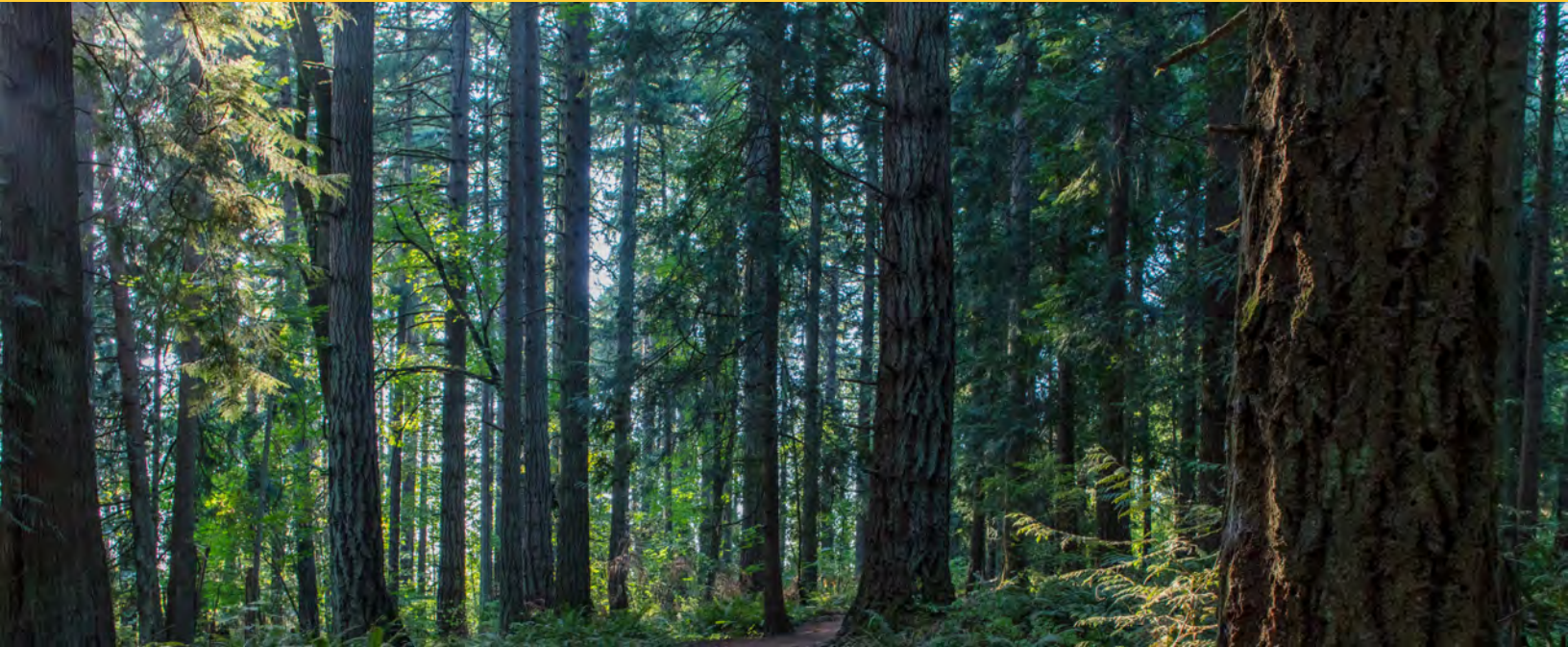
“What I love most about my work at SOESD is the opportunity to collaborate with key leaders from across our beautiful Southern Oregon landscape, embracing the unique culture and perspective of the communities they serve. The strength of our unified efforts reflects in the resources and opportunities brought forward within our region, impacting the students, families, and teachers we serve.”

*- Kylee Harrison
SOESD
Assistant Superintendent*



Section I:

Laying the Foundation



WHAT

guides our
work?



LSP Scope & Requirements

Local Service Plan: Scope



Local Service Plan:

Adoption & Approval Requirements

ORS 334.175

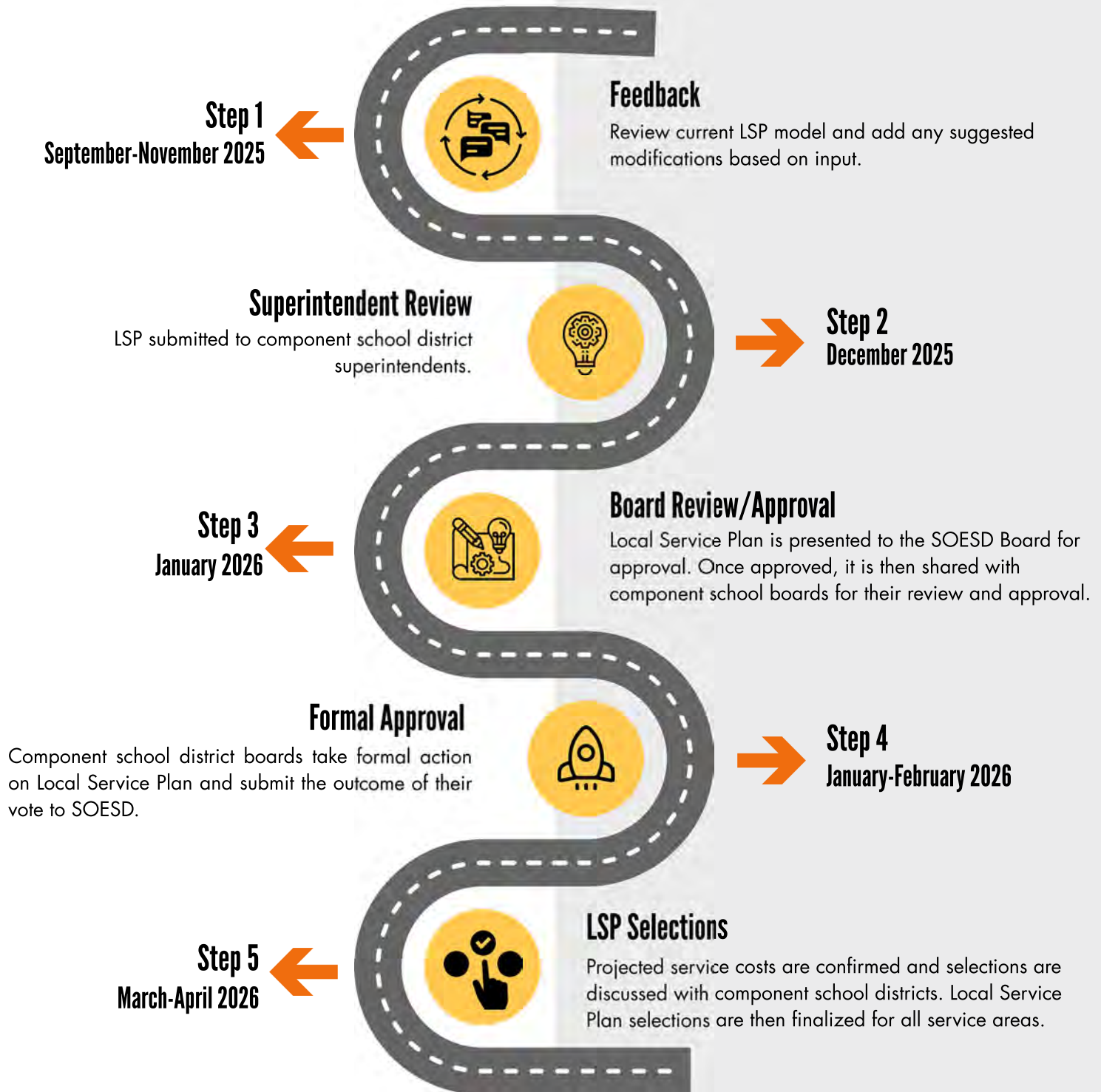
Each year, an Education Service District's (ESD) Local Service Plan must be:

1. Adopted by the ESD Board
2. Approved on or before March 1 by a resolution of two-thirds of the component school districts that collectively serve a majority of the pupils within the ESD's region.

**While not statutorily required, SOESD's practice is for the first draft of the Local Service Plan—presented to superintendents before winter break—to reflect feedback gathered from various constituent groups throughout the fall.*



LSP Timeline



Financial Summary

State School Fund

4.5% of the State School Fund (SSF) is set aside to fund Oregon's 19 ESDs. SOESD receives approximately 9% of this amount based on the region's proportional ADM.

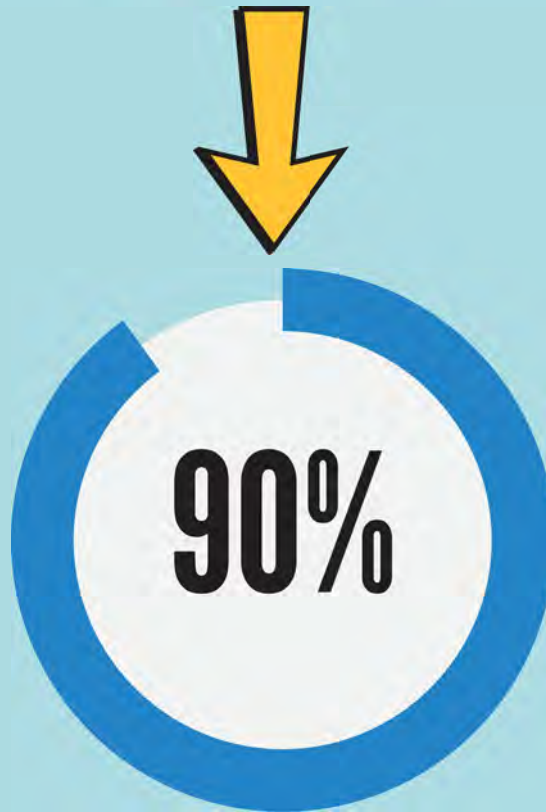
The ESD funding formula includes property taxes and state income taxes.



For the 2025-26 fiscal year, SOESD has budgeted \$15,103,846 from state sources and \$15,254,434 from local property taxes. These combined amounts equal \$30,358,280 and, when added to the remaining budgeted revenues, total \$32,152,993 of general fund resources.

State School Fund Expenditure Requirements

State law requires ESDs to expend at least 90% of their State School Fund revenue for services approved by component districts in the Local Service Plan.



No more than 10% is retained to support SOESD's infrastructure and operations.



Financial Summary (Cont.)

Overview

Southern Oregon ESD offers a range of services to our component districts, organized into the four core service areas outlined in ORS 334.175. We maintain strong, collaborative relationships with our districts, reviewing services annually to meet evolving needs. The 2026–2027 Local Service Plan includes all required core services, plus additional services identified by our districts.

Agreements

District Allocations: 90% of State School Fund goes directly to districts based on last year's ADMr.

Essential Core: About 5% supports small-districts, STEPS Plus classrooms, and required ESD leadership in school improvement, special education, and technology.

Menu Services: Districts may utilize their allocations to choose from a menu of services, including administration, school improvement, student services, and technology. Some selections are yearly; others are on a three-year rolling plan.

Billing: Services are billed at actual cost at year-end. Unused funds are returned; extra use is billed.

Service Commitment: Districts agree to use at least 30% of their allocation for SOESD services to ensure quality and stability.

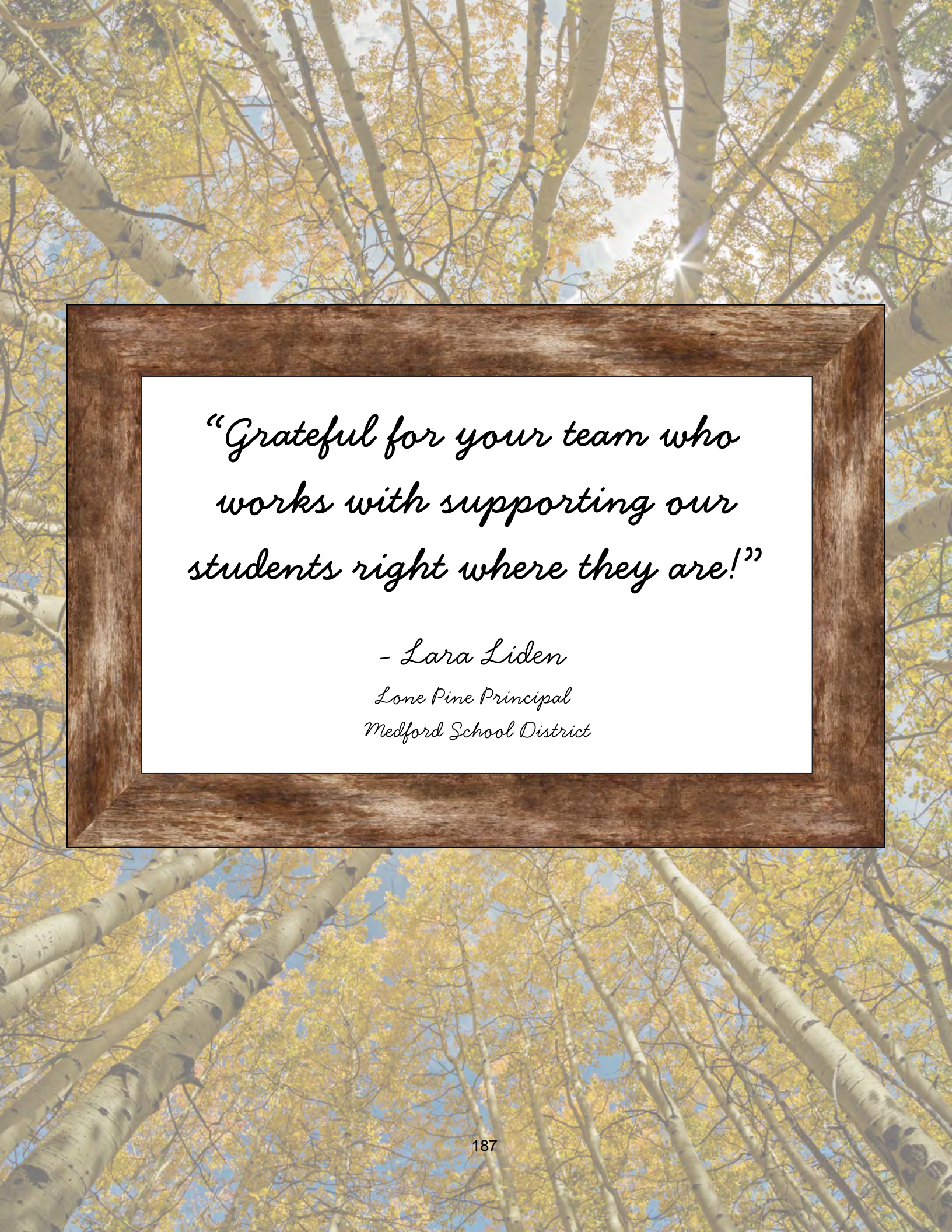
Extra Agreements: Additional agreements support needs beyond base services.

Optional Services: Fee-for-service opportunities like workshops and other programs are available.

Entrepreneurial Fees: Fees for non-district organizations support programs benefiting our districts.

90% of
SOESD's
share of the
State
School Fund





“Grateful for your team who works with supporting our students right where they are!”

*- Lara Liden
Lone Pine Principal
Medford School District*



Section II:

Local Service Plan



WHAT

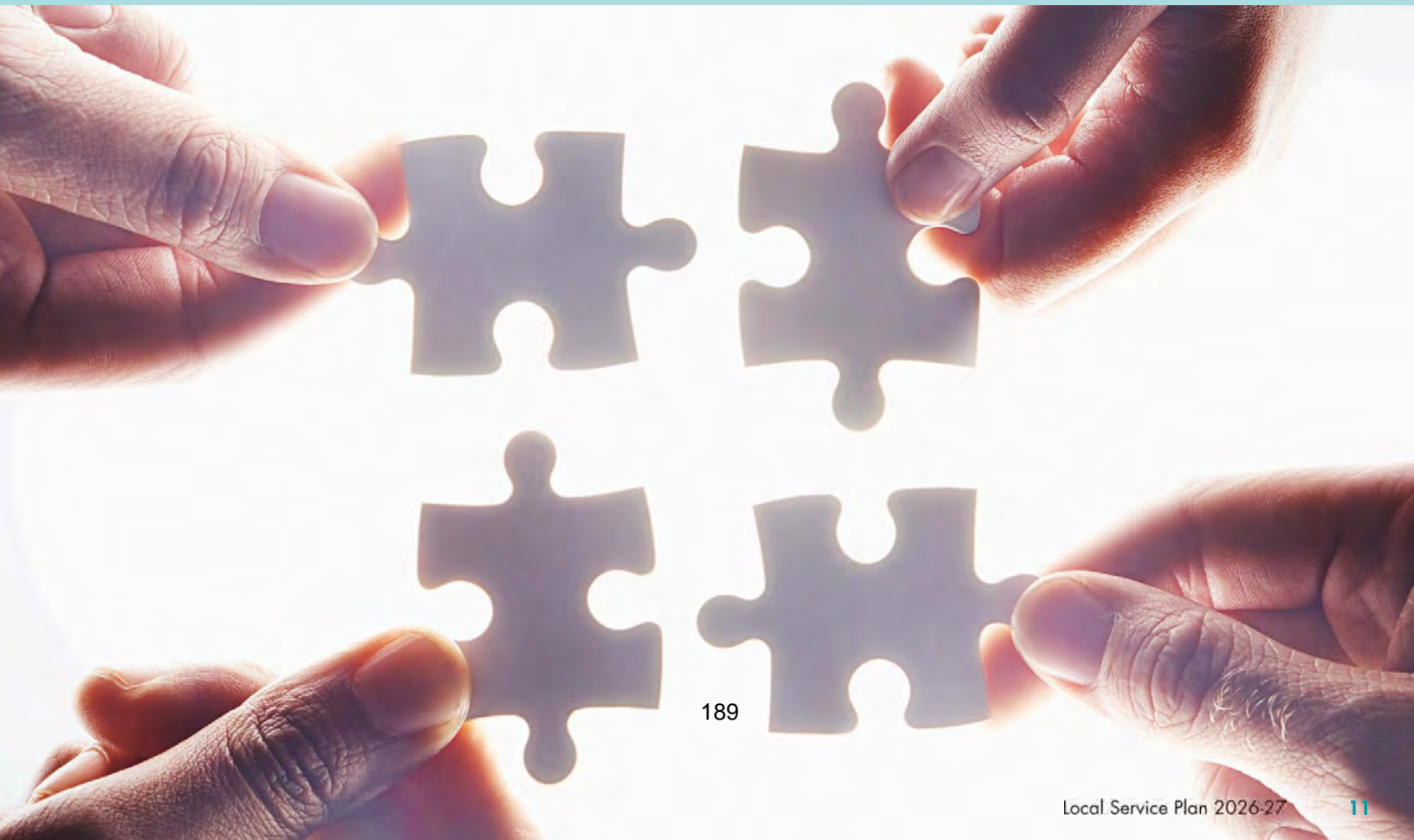
do we do?



Division Funding Overview

**Based on 2025-26 Budget*

Service	Page	Budget	LSP-Funded FTE	Non LSP-Funded FTE
Administration	12	\$1,415,932	5.25	13.5
School Improvement	14	\$1,644,614	6.8	56.5
Student Services	17	\$12,759,535	89.5	105.5
Technology	20	\$2,304,242	13.75	0



Administration Division

Supporting Schools. Empowering People.
Strengthening Communities.




Contact
us

At SOESD, our Administration Division exists to make the work of schools and educators smoother, more equitable, and more connected. Every day, we partner with districts so students can access opportunity, staff have the tools and guidance they need, and leaders can focus on what matters most—teaching, learning, and helping communities thrive. From managing payroll and substitutes, to coordinating civil rights compliance, to delivering materials across districts, our work is guided by one principle: people first. When staff, families,¹⁹⁰ and students are supported, the whole community flourishes.

 administration@soesd.k12.or.us

 soesd.k12.or.us

 (541) 776-8590

Administrative Leadership

Mark Angle-Hobson	Ryan Swearingen
Kylee Harrison	Stephanie Cossey
Jeanetta Woodside	Tom Bigboy
Colton Cochran	Erin Green

Administration, Business Services, & Human Resources

*Counties listed represent service utilization in 2025–26

Services:



Civil Rights Coordination: SOESD can serve as a district civil rights coordinator under HB 2881, handling compliance, training, prevention, and discrimination investigations with private investigators. *Jackson, Josephine, & Klamath Counties*

Courier: The Courier handles pick-up and delivery of materials and equipment from the STEM High Tech Tools Lending Library and Electronics Repair program, as well as inter- and intra-district mail. *Jackson, Josephine, & Klamath Counties*

Medicaid Billing: School districts in the Medicaid Billing program are reimbursed through Medicaid Administrative Claiming (MAC), which covers K–12 staff work already being performed. *Jackson, Josephine, & Klamath Counties*

Substitute Management: SOESD provides recruiting, hiring, training, assignment, payroll, and substitute management for licensed teachers using the Absence Management System to support districts during staff absences. *Jackson & Josephine Counties*

Services Provided at No Additional Charge

Job-Alike Collaboration and Support: Regular regional meetings convened by SOESD leadership with job-alike groups to enhance educational opportunities, foster collaboration, and increase collective efficacy for staff and students across the region.

- Superintendents Meeting
- Business Managers Meeting
- Human Resources Meeting
- Communications Managers Meeting

Jackson, Josephine, & Klamath Counties

Home Schooling: Centralized registration for students ages 6–18 who live in Jackson, Josephine, or Klamath counties and are not enrolled in a public or private school.

Jackson, Josephine, & Klamath Counties





School Improvement Division

Empowering Learners, Leaders, and Communities



Contact Us

School Improvement Services partners with schools to help every learner thrive—from early learning through post-secondary success. Our work connects classrooms and communities by coordinating regional collaboration, promoting kindergarten readiness, and managing grants that open doors to meaningful career pathways. We provide professional learning and technical assistance that strengthen instruction, foster belonging and wellness, and remove barriers to learning. Through these efforts, we help schools nurture achievement, improve attendance, and support every student in reaching graduation ready for the future they choose.

-  school_improvement@soesd.k12.or.us
-  soesd.k12.or.us/school_improvement
-  (541) 776-8590

School Improvement Coordinators:

Aaron Cooke
Andrea Townsend
Brad Capener

School Improvement Services

*Counties listed represent service utilization in 2025–26



Programs & Services:



Career Technical Education (CTE): The Career and Technical Education (CTE) program connects students to real-world careers by aligning learning with industry needs. The team facilitates the Federal Carl D. Perkins consortium grant and the Southern Oregon CTE Consortium (SOCTEC), partnering with schools, colleges, and employers to provide hands-on experience, college credit, and career pathways to success. *Jackson, Josephine, & Klamath Counties*

College and Career/STEAM Hub: College and Career Services connects schools, higher education, industry, and community partners to provide hands-on, career-focused learning, supported by dual credit, CTE, and the regional STEAM Hub. Grant funding supports these programs, including STEAM specialists who support educators with STEM integration and co-teaching, to expand access and opportunities across the region. *Jackson, Josephine, & Klamath Counties*



Curriculum, Instruction, and Assessment: SOESD partners with schools to enhance teaching and learning through consultation, professional development, and aligned curriculum, helping educators create engaging classrooms where every student can thrive. *Jackson, Josephine, & Klamath Counties*

Division 22 Library Services: SOESD employs TSPC-licensed librarians who provide virtual or hybrid support to district library staff, assisting with Division-22 compliance, resources, cataloging, and an annual regional library symposium. *Jackson, Josephine, & Klamath Counties*

Mentoring New Teachers and Administrators: SOESD mentors new teachers and administrators in their critical first years, supporting effective instruction, assessment, and culturally responsive teaching. By strengthening educators early, the program boosts teacher retention and student success. *Jackson, Josephine, & Klamath Counties*



Migrant Education/Indian Education/EL/LGBTQ2SIA+: Districts can join consortia that provide access to federal and state grants supporting educational and culturally related needs. The Title IC–funded Migrant Education Program offers academic, social-emotional, and family support— including bilingual preschool, after-school and summer programs, and mental health and graduation assistance. Funded by the Student Success Grant, LGBTQ2SIA+ services support GSA clubs, the Unity Conference, inclusive literature, and safe-space initiatives. Title VI–funded Indian Education provides cultural enrichment, academic support, and educator training. English Learner (EL) services offer professional development, technical assistance, and Title III grant management to ensure equitable learning for multilingual students. *Jackson, Josephine, & Klamath Counties*

Regional Achievement Collaboratives: Southern Oregon Success in Jackson and Josephine Counties and Klamath Promise in Klamath County are the only regional organizations that connect education, health care, mental health care, human services, workforce development and public safety to support student success from early learning through career readiness. Through training on ACEs and trauma-informed practices, as well as workgroups focused on Kindergarten readiness, navigation of services and alignment of resources, these initiatives strengthen communities, and engage partners to promote student achievement.

Jackson, Josephine, & Klamath Counties



School Improvement Services (Cont.)

Services Provided at No Additional Charge

Child Care Resource Network: The Child Care Resource Network supports the Southern Oregon Early Learning Hub by improving child care quality through QRIS, provider trainings, business and consumer education, and family support connections. *Jackson & Josephine Counties*

Curriculum Directors Meetings: SOESD facilitates meetings throughout the year of area curriculum directors to enhance educational opportunities for students in the region. *Jackson, Josephine, & Klamath Counties*

Family Support and Connections (FS&C): Family Support and Connections is a statewide program that pairs families with local advocates to overcome barriers, build personalized plans, and support long-term success. *Jackson & Josephine Counties*

Focal Student Groups Regional Meeting: A meeting for coordinators and district leaders in EL, Migrant Education, and Equity to collaborate, discuss new ODE policies and changes, share supports, explore implementation strategies, and develop solutions together. *Jackson, Josephine, & Klamath Counties*

Grow Your Own (GYO): Encompasses aid for cadet teachers, upskilling of current educators, and the Registered Apprenticeship and Teaching Program. These programs are designed as supports for novice educators and pathway creation for educational licensure and certification. *Jackson, Josephine, & Klamath Counties*




Regional Educator Network: SOESD coordinates SOREN to support educators throughout their careers, promoting safe, equitable classrooms through sustainable, locally responsive professional learning. *Jackson, Josephine, & Klamath Counties*

Student Success Act: Under the Student Success Act, SOESD provides districts with technical assistance and professional learning, collaborating with teams to enhance initiative implementation and impact. *Jackson, Josephine, & Klamath Counties*

Southern Oregon Early Learning Services: The Early Learning Hub broadens resources for underserved children and families, aligning programs with their needs through collaboration with schools, health providers, and community partners. *Jackson, Josephine, & Klamath Counties*

Suicide Prevention and Threat Assessment: SOESD meets districts and communities where they are in supporting suicide prevention and response through a range of services, including threat assessment training and technical assistance, support and leadership on county-level Threat Assessment teams, suicide prevention training, technical assistance, and systems development, as well as suicide postvention/response training and direct support through the regional Flight Team. *Jackson, Josephine, & Klamath Counties*





*“My mentor helped me find joy
and love in teaching little people.”*

*-Teacher + Mentee,
SOREN Mentoring Project*

Student Services Division

Supporting Every Learner, Every Step of the Way



The SOESD Student Services Division supports every learner by providing evaluation, consultation, and direct special education services tailored to students with disabilities through an Individualized Education Program (IEP) and/or an Individual Family Service Plan (IFSP). With programs available across Jackson, Josephine, and Klamath counties—and select services in Douglas and Lake counties—SOESD empowers students to reach their full potential. Additionally, the OR Project curriculum extends this impact globally, supporting children who are visually impaired or blind around the world.

Contact Us



student_services@soesd.k12.or.us



soesd.k12.or.us/special_education



(541) 776-8590

Student Services Coordinators:

Andrée Johnson
Diane Dunas
Jaime Banks

Nikki Donnelly
Sandy Stack
Shannon Bilbao

Student Services

*Counties listed represent service utilization in 2025-26

Programs & Services:



Audiology: Comprehensive hearing evaluations for children from early childhood through high school including a full range of diagnostic assessments and hearing assistive technology resources. *Jackson, Josephine, & Klamath Counties*

ASL Interpreting & Educational Assistance with Basic Sign Skills Services: ASL Interpreters and Educational Assistants with Basic Sign Language provide in-class and extracurricular support across the 5-county region, removing communication barriers so DHH students can fully access their environment, connect with peers and staff, and participate inclusively in school life. *Jackson, Josephine, Klamath, Douglas, & Lake Counties*

Assistive Technology: SOESD offers a library of assistive technology for loan and provides support in researching and obtaining tools to meet the needs of learners across Southern Oregon. *Jackson, Josephine, & Klamath Counties*

Autism Services: SOESD's Autism Services team partners with educators, families, and districts to support students with Autism through classroom consultation, professional development, and collaborative problem-solving. *Jackson, Josephine, Klamath, Douglas, & Lake Counties*



Behavioral and Mental Health: Provides multi-tiered mental health and behavioral support for students, along with training, consultation, and coaching for staff to promote wellbeing, self-regulation, and behavioral success. *Jackson, Josephine, & Klamath Counties*

Braille/Compensatory Services: Provide Braille, adapted material production and compensatory services to support children who are blind, low vision or DeafBlind, from birth through age 21. *Jackson, Josephine, Klamath, Douglas, & Lake Counties*

Evaluation Services - Early Intervention (EI) /Early Childhood Special Education (ECSE): EI and ECSE in Josephine County provide evaluations for children 0-5 and support services for families and children with special needs. *Josephine County*

Services Provided at No Additional Charge



Early Intervention & Early Childhood Special Education Services: Early Intervention (0-3) and Early Childhood Special Education (3-5) support students with developmental delays or disabilities, helping them build foundational skills, improving school readiness, and fostering strong partnerships with families and districts. *Josephine County*



Long Term Care and Treatment (LTCT): LTCT provides education for students placed in day or residential treatment programs, offering a therapeutic environment where children develop the skills and behaviors needed to thrive in non-institutional settings. *Jackson, Josephine, & Klamath Counties*

Regional Crisis Response/Flight Team: SOESD's Flight Team provides timely, trauma-informed crisis support to schools, assisting students and staff with grief, communications, and coordination with outside agencies to help communities navigate difficult events safely and supported. *Jackson, Josephine, & Klamath Counties*

Regional Inclusive Services for Low Incidence Disabilities: Serving as ODE's Region III contractor for Southern Oregon, SOESD provides special education services to children ages birth through 21 who experience deafness or hard of hearing, visual impairment, orthopedic impairment, autism, and traumatic brain injury across five counties. *Jackson, Josephine, Klamath, Douglas, & Lake Counties*



Student Services

Programs & Services:



Oregon Project for Visually Impaired and Blind Preschool Children (OR Project): The OR Project is a comprehensive assessment and curriculum for children ages 0–6 who are blind or visually impaired. *Jackson, Josephine, Klamath, Douglas, Lake Counties, & Available Worldwide*



Orthopedic Impairment Services: Occupational and Physical Therapists provide evaluation, consultation, and direct support to help students with orthopedic impairments fully access their learning environments. *Jackson, Josephine, Klamath, Douglas, & Lake Counties*

Physical and Occupational Therapy (PT & OT): Physical therapy supports postural and gross motor skills such as head control, sitting, and balance, while occupational therapy focuses on fine motor skills like grasping, manipulating, and coordinating two-handed activities. *Jackson, Josephine, & Klamath Counties*

Psychological Services: School Psychologists offer consultation for educators and families, along with evaluation and intervention services to support students' learning and wellbeing. *Jackson, Josephine, & Klamath Counties*

School Nursing Services: School nurses support students' health needs, from chronic conditions to specialized care, helping districts ensure safety, wellbeing, and compliance with state regulations. *Jackson & Josephine Counties*

Special Education Automation Software (SEAS): A fully web-based special education management system that helps districts efficiently manage IEPs, timelines, Medicaid claims, assessments, and other key components of special education programs. *Jackson, Josephine, & Klamath Counties*

Speech and Language Services: Provides direct and consultative support through evaluations, IEP collaboration, therapy, and co-teaching to strengthen students' communication, language development, and verbal fluency. *Jackson, Josephine, & Klamath Counties*



STEPS CARE: Serves students ages 5–21 with diverse and significant needs across learning, communication, movement, and health, including intellectual and developmental disabilities, orthopedic and neurological differences, and complex medical needs—through individualized instruction and supports that promote access, engagement, well-being, and independence. *Jackson & Josephine Counties*

STEPS Plus: Serves a distinct population of students who require intensive support for regulation, communication, and skill development, supported by robust environmental, instructional, and sensory/regulation strategies and a high adult-to-student ratio to access learning. *Jackson & Josephine Counties*

Services Provided at No Additional Charge

Regional Technical Assistance Provider (RTAP): RTAP supports the understanding, development and delivery of high quality IEPs and other legally required Special Education processes. *Jackson, Josephine, & Klamath Counties*

Special Education Directors Meetings: SOESD hosts regular meetings for special education directors to share best practices, resources, and collaborate on solutions to support students and schools. *Jackson, Josephine, & Klamath Counties*

Substance Use and Addiction Recovery Services: This pilot program strengthens the region's capacity to support students with co-occurring behavioral health needs by providing school-based screening, early intervention, treatment, and recovery services for substance use and mental health concerns. *Jackson, Josephine, & Klamath Counties*

Transition Network Facilitator – Region V: The Transition Network Facilitator helps improve employment services for students with disabilities by coordinating Vocational Rehabilitation and local education agencies under the Workforce Innovation and Opportunity Act. *Jackson, Josephine, & Klamath Counties*

Youth Employment Services: Serves students ages 14–21 with disabilities eligible for special education, preparing them for employment or career-focused post-secondary education and training. *Jackson, Josephine, Klamath, Douglas, & Lake Counties*

“As a board member and previous SOESD employee, I have a unique perspective on how this organization truly supports the whole child - from ensuring students have access to essential specialist services like PT, OT or Regional Supports for Low-Incidence disabilities, to providing critical resources that help our rural and underserved communities thrive.

The dedication I see from SOESD staff in delivering individualized supports and removing barriers to learning reminds me daily why our work matters. We’re not just supporting schools; we’re investing in the future of every child in Southern Oregon.”

- Ana Mannenbach

SOESD Board Chair

Zone 9

Technology Division

People-First Technology For Learning and Connection





Contact
us

The Technology Department exists to provide innovative, reliable, and secure technology solutions that put people first —empowering staff, students, and school communities. Combining leadership, expertise, and collaboration, the team works together to plan, implement, and maintain systems that support learning, communication, and the success of every individual across our region.

200

 technology_services@soesd.k12.or.us

 soesd.k12.or.us/technology

 (541) 776-8590

Technology Leadership

Tom Bigboy
Israel Mathewson

Technology Services

*Counties listed represent service utilization in 2025–26

Programs & Services:



Data Center Hosting: Computer Information Services operates SOESD’s 24/7 regional data center, delivering reliable, cost-saving technology support for districts.

Jackson, Josephine, & Klamath Counties

District Data Center Support: System Analysts manage regional data centers to reduce costs, boost IT performance, and maximize uptime.

Jackson, Josephine, & Klamath Counties

District Network Support/VoIP Services: Network Analysts support the design, installation, and maintenance of networks, internet connectivity, security, access control, and VoIP systems.

Jackson, Josephine, & Klamath Counties

Electronic Services: Licensed electricians install and maintain networks, security systems, and instructional technology, while technicians repair devices such as iPads—all provided at reduced wholesale prices to stretch district resources.

Jackson, Josephine, & Klamath Counties

Follett Destiny: SOESD hosts Follett Destiny in SOESD’s regional data center, giving students and educators access to curated digital and print resources. Help Desk Software Suite.

Jackson, Josephine, & Klamath Counties

Help Desk Software Suite: Computer Information Services hosts the Region-Wide Help Desk, offering data tracking, asset management, remote support, and reporting for IT, print, and maintenance teams.

Jackson, Josephine, & Klamath Counties

Infinite Visions Hosting: SOESD supports Infinite Visions software in a cloud-hosted or on-premises environment at reduced costs, providing updates and technical support.

Jackson, Josephine, & Klamath Counties

Internet Connectivity: SOESD delivers cost-effective, reliable Internet with redundancy and Internet2 access, meeting regional bandwidth needs efficiently.

Jackson, Josephine, & Klamath Counties



Professional Development Management

(PDNetworks): PDNetworks manages staff licensing, professional development, and training aligned with district and individual goals.

Jackson, Josephine, & Klamath Counties

Software Development: Software Developers build apps, websites, and data systems tailored to district learning and reporting needs.

Jackson, Josephine, & Klamath Counties

Southern Oregon Regional Cybersecurity Program:

System Analysts protect districts from cyber threats and ensure secure systems with rapid incident response.

Jackson, Josephine, & Klamath Counties

Services Provided at No Additional Charge

Technology Director Meetings:

SOESD hosts annual meetings of area technology directors to enhance student learning opportunities.

Jackson, Josephine, & Klamath Counties



Student Success Act (SSA) Comprehensive Support Plan (CSP)

Supporting Achievement, Well-Being, and Equity



Contact
us

The Student Success Act Comprehensive Support Plan helps districts put students first by closing academic gaps and strengthening behavioral and mental health supports. Funded through the Student Success Act, SOESD provides free and cost-based technical assistance that guides districts in designing and implementing evidence-based strategies to promote student achievement, well-being, and equity. By aligning with district Integrated Plans and coordinating resources like the Student Investment Account, these supports amplify impact, ensuring every student has the opportunity to thrive both in and out of the classroom.

-  tanya_frisendahl@soesd.k12.or.us
-  soesd.k12.or.us/ssa
-  (541) 776-8590

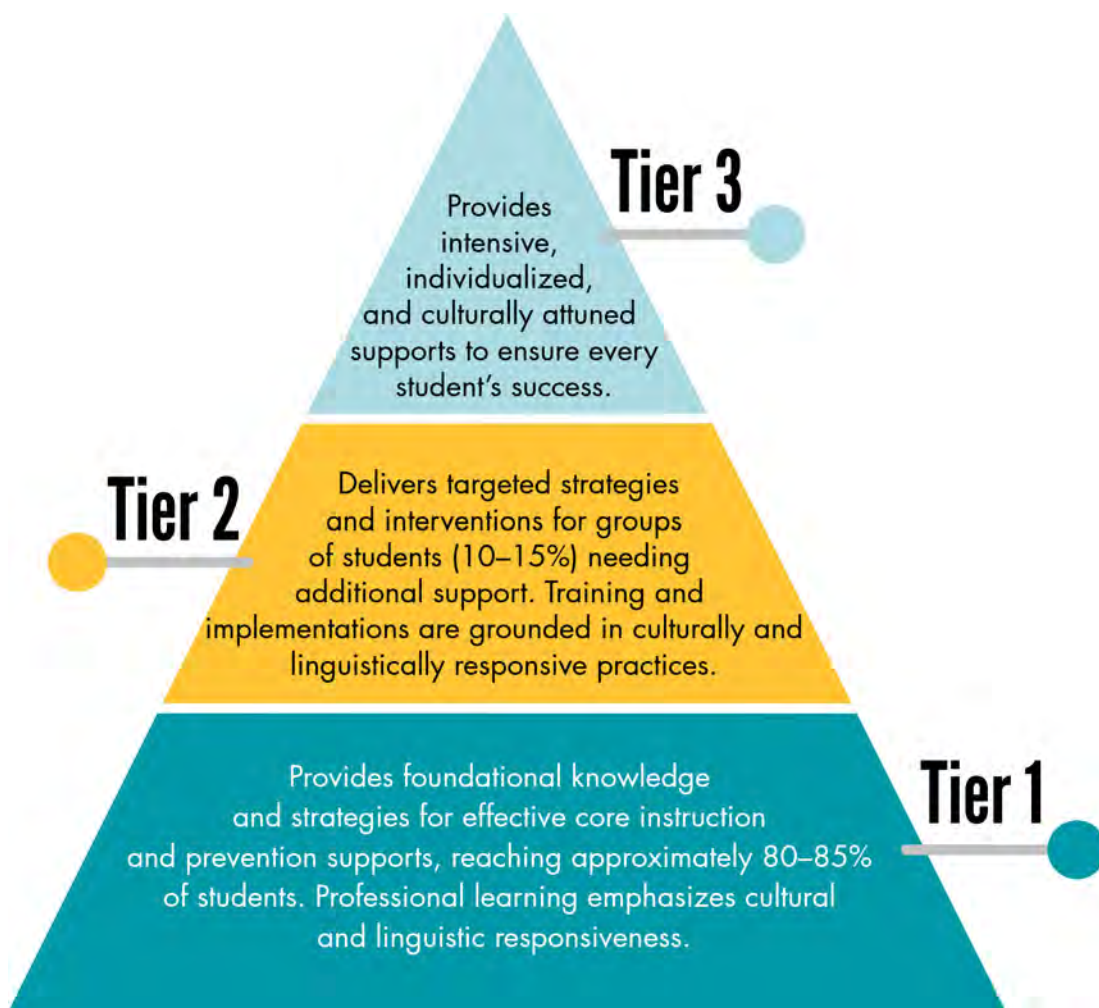
SSA Leadership

Tanya Frisendahl
Morgan Cottle

SSA Comprehensive Plan Overview

Overview

This plan uses a tiered model to help districts reduce academic disparities and strengthen behavioral and mental health supports. Services can be integrated with district efforts to enhance student achievement, well-being, and equity.



Requirements

According to HB 3427 (2019), an ESD Comprehensive Support Plan must:

- (A) Align with and support school districts in meeting the performance growth targets of the school districts developing the plan;
- (B) Include the provision of technical assistance to school districts in developing, implementing and reviewing a plan for receiving a grant from the Student Investment Account;
- (C) Provide for coordination with the department in administering and providing technical assistance to school districts, including coordinating any coaching programs; and
- (D) Be adopted and amended as provided for local service plans under ORS 334.175

SSA - Tier I: Universal Supports



Direct Services - Available at Cost



Supporting Instructional Practices

Mental and Behavioral Supports: Provides educators with trauma-informed mentoring that supports leadership and instructional practices that promote equity, behavior supports, and social-emotional learning for all students.

Reducing Academic Disparities: Supports educators with content-specific mentoring that supports leadership and instructional practices that promote equity, differentiation, evidence-based practices, reduction of academic disparities for historically underserved students, and academic achievement for all students.

- **Beginning Teacher Mentors** - Provides teacher mentors to support beginning teachers with mentoring that supports effective instructional practices, classroom management, and social-emotional learning.
- **Beginning Administrator Mentors** - Provides leadership support and mentorship for administrators across general education, special education, and central office roles.
- **Mental and/or Behavioral Health Professional (FTE):** Licensed mental and behavioral health professionals provide culturally responsive support to students across all three tiers, addressing behavioral and mental health challenges. Tier 1 services include classroom lessons on resilience, self-regulation, and mindfulness, as well as implementation of school-wide social-emotional programs like Second Step and Kelso's Choices. These supports help students build skills for emotional well-being and positive social interactions.

Technical Support Services -

Provided at No Additional Cost



Integrated Programs Plan

- Community Engagement Facilitator
- Data Analysis
- One-on-One Technical Assistance
- Integrated Programs Plan & Progress Report Development
- Longitudinal Performance Growth Targets/Progress Monitoring
- Translation Services
 - Linguava – Supplies translation services for documents focused on SIA work. Districts will be able to access services from Linguava using funding available in district/eligible charter school Linguava accounts.



SSA - Tier I: Universal Supports (Cont.)

Technical Support Services - *Provided at No Additional Cost*



Professional Learning for Equity and Well-Being

- **Family Engagement – Scholastic & Dr. Karen Mapp**

- Supports districts in reframing family engagement as an instructional strategy to improve student outcomes. Training includes in-person and virtual sessions on effective family-school partnerships and topics such as:

- Effective Practices to Welcome All Families
- Process Conditions and the 4 C's
- Engaging Hard-to-Reach Families
- Differentiated Support and Two-Way Communication - *District teams receive on-site and virtual coaching, with continued support through monthly Communities of Practice (CoPs) and district-specific follow-up.*

- **Playworks – K–8 Organized Play** - Fosters safe, healthy, and inclusive play for K–8 students.

- **Equity Professional Learning (PK–12)** - Foundational training in recognizing and addressing implicit bias, systemic racism, and microaggressions.

- **Skillful Teaching (Research for Better Teaching)** - Builds educators' capacity for effective decision-making, continuous learning, and data-informed instruction to improve student achievement.

- **Skillful Leadership & Coaching – Analyzing Teaching for Student Results (ATSR)** - Seven-day leadership program for improving teaching and learning through observation, analysis, and coaching aligned with state frameworks.

- **Social Emotional Learning (SEL)** - Training and coaching to help districts implement research-based, culturally responsive SEL programs aligned with Oregon TSEL standards.

- **Trauma-Informed Care & Adverse Childhood Experiences (ACEs)** - Professional learning on trauma-responsive practices that promote safety, empowerment, and resilience by creating stable, nurturing environments that prevent and mitigate childhood trauma.

- **Universal Design for Learning (UDL)** - Framework to improve and optimize teaching and learning for all learners based on scientific insights into how people learn.

- **Early Literacy Strategies (K–3) and 4–12 Literacy** - Professional learning in evidence-based reading instruction grounded in the Science of Reading, supporting teachers and paraprofessionals.

- **MTSS, Standards-Based Instruction, & Data-Informed Practice**²⁰⁵ - Coaching and professional learning to develop and sustain Multi-Tiered Systems of Support (MTSS), implement standards-based instruction, and analyze OSAS trend data to improve teaching and student outcomes.



SSA - Tier II: Group Supports



Direct Services -

Available at Cost in partnership with the Student Services Division

Mental and Behavioral Health Professional (FTE)

Licensed mental or behavioral health professionals support students' behavioral and mental health needs across all three tiers.

- Tier-2: Provides small group counseling, teaches social and emotional skills such as relaxation, problem-solving, and self-regulation, and implements evidence-based programs like:
 - Check-In Check-Out
 - Check and Connect
 - Other reinforcement and self-monitoring systems.



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Technical Support Services -

Provided at No Additional Cost



On Demand Training

SOESD offers in-person or virtual training for new or transitioning certified and classified staff on topics such as safe behavior intervention, teamwork in specialized classrooms, implementing Behavior Support Plans and IEPs, and supporting emerging bilingual students.

- **321 Insight** - 321 Insight offers concise, practical online trainings through its Trauma-Informed and ParaSharp series that staff can easily access and apply.
- **SOESD's webPD** – SOESD offers six online, asynchronous courses based on district and charter school input.

SSA - Tier III: Individual Supports

Direct Services - Available at Cost in partnership with Student Services



Reducing Academic Disparities and Behavioral and Mental Health

- Licensed Mental and/or Behavioral Health Professional (FTE)
- Tier-3: Provides individual counseling for depression, anxiety, anger management, and trauma, develops crisis de-escalation plans, and conducts suicide screening for moderate- to high-risk students while coordinating with families and community supports.



SSA - Supports for Integrated Programs Plan

Supports for Integrated Programs Plan

SOESD provides technical assistance to districts and eligible charter schools in implementing Integrated Programs and meeting state and federal requirements across key areas:

- **Every Day Matters (EDM):** Professional learning and coaching to reduce chronic absenteeism through attendance team support, data tools (CAPT), regional collaboratives, and community partnerships.
- **Small/Rural District Support:** Targeted technical assistance to reduce administrative burden for ODE-identified small and rural districts.
- **High School Success (HSS):** Collaboration with the Career Connected Learning (CCL) Team, Southern Oregon CTE Consortium (SOCTEC), and higher education partners to expand CTE and college-level programs that meet HSS goals.
- **Career and Technical Education (CTE):** Coordination of programs aligned with career pathways and college credit, including Perkins grant management, Program of Study approval, instructor certification, professional development, and technical assistance. SSA-funded project managers provide support connecting CTE and HSS within Integrated Plans.
- **Early Indicator and Intervention Systems (EIS):** Consortium-based support for districts to implement and maintain EIS tools and strategies.
- **Federal School Improvement Support (FSI):** Specialists will be available to work with individual schools, districts, and regionally to offer technical assistance and/or professional learning that supports their identified TSI and/or CSI schools.
- **Student Investment Account (SIA):** SOESD will work with individual districts and regionally to support professional learning and technical assistance to support districts' outcomes, strategies, and attainment of their Longitudinal Performance Growth Targets (LPGTs). Supports listed in the Comprehensive Support Plan are designed to improve student academic outcomes and increase mental and behavioral health and wellness.
- **Early Literacy Success School District Grant (ELSSDG):** Focused on increasing early literacy for children from birth to third grade by reducing literacy academic disparities for student groups that have historically experienced academic disparities. Interested districts can access professional learning and coaching to increase support to parents and guardians to enable them to be partners in the development of their children's literacy skills and knowledge. Supports are research-aligned, culturally responsive, student-centered and family-centered.



*“I learned a lot from
[the facilitators] as well as
the rest
of the group.*

*I also felt welcomed
and included in everything.*

*I look forward to future
classes and I can't wait to
take the information*

*I learned
to my coworkers.”*

*- Instructional
Assistant*

Appendix



The appendix lists contact information for each department's administrators, making it easy to connect with the right people when you need support.


Contact Us!



Program	Leadership Contact Info	
Superintendent's Office	Dr. Mark Angle-Hobson - Superintendent mark_angle-hobson@soesd.k12.or.us 541-776-8590 x1117	Kylee Harrison - Asst. Superintendent kylee_harrison@soesd.k12.or.us 541-776-8590 x3124
Human Resources	Ryan Swearingen - Chief Human Resources Officer ryan_swearingen@soesd.k12.or.us 541-776-8590 x1104	Stephanie Cossey - HR Manager stephanie_cossey@soesd.k12.or.us 541-776-8590 x1183
Business Services	Jeanetta Woodside - Chief Financial Officer jeanetta_woodside@soesd.k12.or.us 541-776-8590 x1102	Colton Cochran - District Controller colton_cochran@soesd.k12.or.us 541-776-8590 x1108
Technology Services	Tom Bigboy - Chief Information Officer tom_bigboy@soesd.k12.or.us 541-776-8590 x1109	Israel Mathewson - Technology Manager israel_mathewson@soesd.k12.or.us 541-776-8590 x1180
Autism/STEPS Autism, STEPS Plus, STEPS Care	Nikki Donnelly - Coordinator nicole_donnelly@soesd.k2.or.us 541-776-8590 x3106	
Communications & Partnerships Klamath Promise, Southern Oregon Success, Southern Oregon Early Learning Services (SOELS), Childcare Resource Network (CCRN), Family Support and Connections (FS&C)	Erin Green - Coordinator erin_green@soesd.k12.or.us 541-776-8590 x3162	<p>Program Managers:</p> <p>Eva Skuratowicz - SORS eva_skuratowicz@soesd.k12.or.us 541-776-8590 x1151</p> <p>Cynthia Anderson - CCRN cynthia_anderson@soesd.k12.or.us 541-776-8590 x1110</p> <p>Jessie McClung - Klamath Promise jessie_mcclung@soesd.k12.or.us 541-776-8590 x2107</p> <p>Rene' Brandon - SOELS rene_brandon@soesd.k12.or.us 541-776-8590 x1154</p>
Day Treatment, Residential, Nursing, & Speech Long Term Care and Treatment, Speech Language Services, School Nursing Services	Diane Dunas - Coordinator diane_dunas@soesd.k12.or.us 541-776-8590 x3101 211	

Contact Us!

we are
here to help




Program	Leadership & Contact Info	
Deaf/Hard of Hearing & Vision Services Audiology, Deaf and Hard of Hearing, Visual Impairment	Jaime Banks - Coordinator jaime_banks@soesd.k12.or.us 541-776-8590 x3122	Eric Crook - Program Manager eric_crook@soesd.k12.or.us 541-776-8590 x3149
Early Intervention/ECSE EI/ECSE, Josephine County LRAC, Early Childhood Services, Inclusion Project	Shannon Bilbao - Coordinator shannon_bilbao@soesd.k12.or.us 541-776-8590 x4747	Louise Horn - Program Manager louise_horn@soesd.k12.or.us 541-776-8590 x4721
Focal Student Groups Equity Collaborative, English Learners, Indian Education, Migrant Education, LGBTQ2SIA+, TAG	Andrea Townsend - Coordinator andrea_townsend@soesd.k12.or.us 541-776-8590 x3130	Lise Prusko - Program Manager elizabeth_prusko@soesd.k12.or.us 541-776-8590 x3132
Integrated Instruction Curriculum, Instruction, & Assessment, Instructional Technology, Library/Media, Apprenticeships, Regional Educator Network, Mentoring	Aaron Cooke - Coordinator aaron_cooke@soesd.k12.or.us 541-776-8590 x1107	
Orthopedic Impairment & Youth Employment Orthopedic Impairment, Youth Employment Services, Regional Technical Assistance Program	Andree Johnson - Coordinator andree_johnson@soesd.k12.or.us 541-776-8590 x3126	
Psychology, Autism, & Traumatic Brain Injury Services Psychological Services, Traumatic Brain Injury Services, Autism	TBD - Coordinator @soesd.k12.or.us 541-776-8590 x3161	
Student Engagement Career Connected Learning (CCL), College & Career (CC4A)/STE(A)M, Attendance, Student Success Act	Brad Capener - Coordinator brad_capener@soesd.k12.or.us 541-776-8590 x3181	Brian Robin - CTE Program Manager brian_robin@soesd.k12.or.us 541-776-8590 x 1113 Karla Clark - CCL Program Manager karla_clark@soesd.k12.or.us 541-776-8590 x1128
Student Behavioral Health & Wellness SBHW, Recovery Supports, School Safety and Prevention Systems	Sandy Stack - Coordinator sandra_stack@soesd.k12.or.us 541-776-8590 x3206	

*"I have two sons
that have been in
[the Mental Health
Interventionist's] care for
the last couple of months.*

*I've noticed a huge
difference in their behavior
and that they enjoy the days
they get to visit her. They
both have been working
towards being
their best self!"*

*- Parent of Students
receiving SOESD Student Services*



“Everything we do is rooted in being human-centered and people-first. Exceptional service means listening well, responding thoughtfully, and partnering with our districts in ways that lift up children and families across Southern Oregon.”

*-Dr. Mark Angle-Hobson
SOESD Superintendent*



SOESD





2026-2027

Local Service Plan

Dr. Mark Angle-Hobson
Superintendent

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District
Office
3463 S. Pacific Hwy.
Phoenix, OR 97533

Douglas County
Regional Office
90 NW Glenhart Ave.
Winston, OR 97146

Grants Pass
Regional Office
550 SW 6th St.
Grants Pass, OR 97526

Klamath Falls
Regional Office
2683 Fairbills Blvd.
Klamath Falls, OR 97603

Operations
Center
101 N. Coepe St.
Medford, OR 97501

Introductions



Dr. Mark Angle-Hobson, Superintendent

Aspirational Vision

To be a human-centered leader who helps SOESD become a people-first organization so the care we extend to one another inside the agency allows us to better care for and serve those outside the agency.

Kylee Harrison, Assistant Superintendent

Ryan Swearingen, CHRO

Jeanetta Woodside, CFO

Tom Bigboy, CIO

Erin Green, Communications and
Partnerships Coordinator

Land Acknowledgement

(Page 4)



Southern Oregon Education Service District (SOESD) serves children, families, educators, and communities within the ancestral homelands of the Shasta, Takelma, Latgawa, Klamath, Modoc, and Yahooksin-Paiute peoples.



Geography



As the **largest geographic region** within Oregon's 19-ESD network, our 13 component districts span **Jackson, Josephine, and Klamath Counties**—an area roughly the size of the state of Massachusetts. Beyond our tri-county region, SOESD also **provides select services in Douglas and Lake Counties.**



Locations (covered page)



District Office: South Pacific Hwy., Phoenix
Administration | HR | School Improvement | Student Services
Opening April 2026

Operations Center: N. Grape St., Medford
Business Services | Electronic Services | Technology Services

Regional Offices

- Douglas County (Winston)
- Grants Pass
- Klamath Falls

Early Childhood Services
Ramsey Ave.
Grants Pass

Early Learning Services
SW H St.
Grants Pass

**Childcare Resource
Network/Family Support**
State St.
Medford



Board of Directors

(page 3)



Six of SOESD's nine members are new this term.

All are committed to ensuring SOESD is an effective partner.

My superintendent evaluation will include feedback from our component districts.



Administrative restructure

Page 40



In July, the SOESD board approved a cost-savings proposal to restructure our admin team to add our first **Communications and Partnerships Coordinator**

and created our first **Assistant Superintendent** position (in place of having two Division Directors).



Naming conventions

Agency: SOESD

- **Divisions:**

Administration | School Improvement | Student Services | Technology

- **Departments (Focal Student Groups)**

- **Programs (Migrant Education)**

- **Projects (Summer Learning)**



Timeline

(pages 7-8)

PREVIOUSLY

SOESD staff and Component District staff have had opportunities to provide input since September.

NOW

SOESD Board approved the plan on Jan 21.

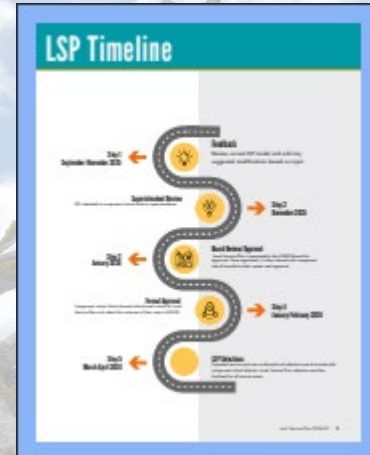
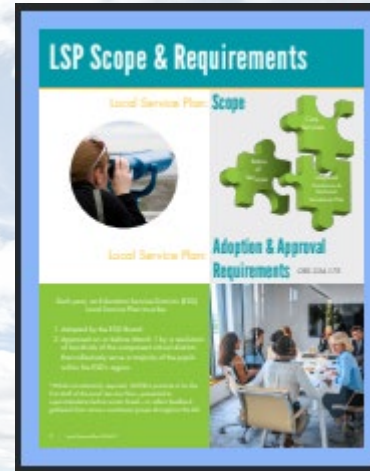
NEXT

Component District Boards vote on approving the plan (at February meeting).

By March 1, 2/3 of the districts representing at least 50% of the students must vote in favor for the plan to be adopted.

THEN

Component Districts choose services for 2026-27²²⁶ school year.

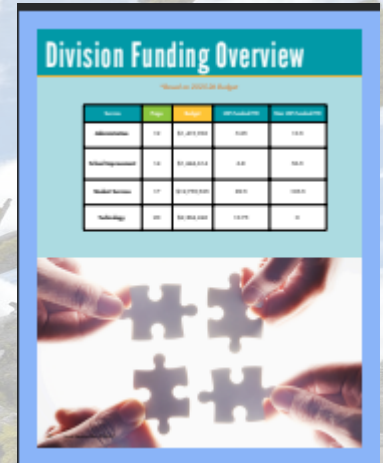


Positions and LSP Budget (page 1)



LSP funded positions include, but are not limited to:
School Psychologists, Behavior Specialists, Technology System Analysts, Interpreters and more.

Non-LSP positions are paid by grants or contracts SOESD manages and include, but are not limited to:
Employees in the Early Learning Hub, Regional Educator Network, Student Success Act, Regional Inclusive Services, Childcare Resource Network and more.



LSP Services (pages 18-21)

Listed by Division and divided into items available to *select from menu* (green background) or *provided at no additional cost* (white background).

New this year:
Counties where services are provided listed for each.

Administration Division
Supporting Schools. Empowering People.
Strengthening Communities.



Contact Us

At SCSD, our Administration Division exists to make the work of schools and administrative teams equitable and more successful. Every day, we partner with districts on capacity and team support, staff have the tools and guidance they need, and leaders are focused on other critical issues, such as teaching, learning, and helping communities thrive. From managing payroll and salaries, to coordinating and rights compliance, to delivering materials across districts, our work is guided by one principle: people first. With staff, families, and students we supported, the whole community flourishes.

Administration Leadership

Administrative Leadership
Administrative Support
Human Resources
Information Technology
Legal Services
Procurement
Risk Management
Student Services

School Improvement Division
Empowering Learners, Leaders, and Communities




Contact Us

School Improvement Services partners with schools to help every learner thrive. From early learning through post-secondary success. Our work centers educators and communities by providing ongoing collaboration, promoting leadership practices, and ensuring grants best open doors to meaningful career pathways. We provide personal learning and technical assistance, best strength instruction. Near, ongoing and selfless, and ensure learners in learning. Through these efforts, we help schools ensure achievement, improve attendance, and support every student in reaching graduation ready for the future they choose.

School Improvement Leadership

Instructional Leadership
Instructional Support
Professional Development
Special Education
Title I

Student Services Division
Supporting Every Learner, Every Step of the Way




Contact Us

The SCSD Student Services Department supports every learner by providing evaluation, instruction, and direct student services tailored to students with disabilities through an Individualized Education Program (IEP) and/or an Individual Family Service Plan (IFSP). With programs available across Jackson, Inyo, and Washoe counties, and school services in Douglas and Lake counties, SCSD empowers students to reach their full potential. Additionally, the CR Program continues to expand its impact globally, supporting children who are visually impaired or blind around the world.

Student Services Leadership

Behavioral Support
Emotional Support
Special Education
Title I

Technology Division
People-First Technology For Learning and Connection



Contact Us

The Technology Department exists to provide innovative, reliable, and secure technology solutions that empower the learning and connection of every learner. We provide a variety of services including: consulting, training, and technical support. Combining leadership, expertise, and collaboration, we team up with you to plan, implement, and maintain systems that support teaching, communication, and the success of every individual across our region.

Technology Leadership

Information Technology
Network Support
System Support

SSA CSP

(pages 22-28)

The SSA Comprehensive Support Plan (CSP) provides a summary and explanation of the **technical assistance and professional learning** available to support districts in the implementation of their Integrated Plans.



Questions?



Thank you for your time and support!

Mark Angle-Hobson

mark_angle-hobson@soesd.k12.or.us

BUDGET COMMITTEE MEMBERS

2026-27 Budget

COMMUNITY MEMBERS

Kristin Milligan Term Began: December 2024
Term Expires: June 30, 2027

Vacant Term Began: December 2025
Term Expires: June 30, 2028

Vacant Term Began: December 2025
Term Expires: June 30, 2028

Jeff Pelger Term Began: December 2023
Term Expires: June 30, 2026

Ann Gaffney Term Began: December 2023
Term Expires: June 30, 2026

SCHOOL BOARD MEMBERS

Russell Hatch Term Began: July 2023
Term Expires: June 2027

Rebecca Dyson Term Began: July 2025
Term Expires: June 2029

Jordan Rooklyn Term Began: July 2025
Term Expires: June 2029

Dan Ruby Term Began: July 2023
Term Expires: June 2027

Deltra Ferguson Term Began: July 2025
Term Expires: June 2029



Ashland School District

INSPIRING LEARNING FOR LIFE

QUESTIONS FOR BUDGET COMMITTEE APPLICANTS

1. Summarize your interest and involvement in the Ashland School District.
I have been a Budget Committee member for the last two budget cycles.
As an aside, both my wife and my son graduated from Ashland High School.
2. Summarize your background in financial matters.
Undergraduate degree is in business administration with an accounting concentration
Budget analyst for two Oregon legislative sessions; former Jackson County Commissioner
Board Chair, Logos Public Charter School; Prior member of the ASD Budget Committee
3. What is your understanding of the role of a budget committee member?
Recommend a budget to the Board that is not only fiscally sound but also properly resources
ASD strategic goals and needs as established by the Board.
4. Do you have any specific plans or ideas for the Ashland School District?
As I have been through the last two budget cycles and I know the financial situation of the State
I believe we should focus on fiscal health and stability.
5. Public schools face many challenges as we meet the demands of 21st century
education. What role can the budget committee play in assisting the district in
meeting those challenges?
First do what I stated in #3 above. The Committee also must assist in applying prioritized fiscal
decisions to the prioritized needs and goals of the District.

PLEASE GIVE US YOUR CONTACT INFORMATION:

Name: Dave Dotterer

Address: 538 Sutton Pl Ashland

Telephone: 541-840-4501

Email: davedotterer@gmail.com

Thank you for your interest in the Ashland Schools Budget Committee.



QUESTIONS FOR BUDGET COMMITTEE APPLICANTS

1. Summarize your interest and involvement in the Ashland School District.

While working in ASD for 20 years, I gained a deep knowledge of district operations, priorities, and student needs. I also spent many years working adjacent to the School Board and budget committee members while serving as vice president of and representative to the classified employee union. Now, as a community member rather than an employee, I'd love to continue my support to the district through public service.

2. Summarize your background in financial matters.

My role while working in ASD included drafting, monitoring, and managing a department budget, tracking expenditures, forecasting needs, and ensuring alignment with district priorities. I worked closely with district leadership and finance staff and gained a strong understanding of public school budgeting, including staffing costs, budget & funding constraints, accountability, and fiscal responsibility.

3. What is your understanding of the role of a budget committee member?

A budget committee member provides informed, objective review of the proposed budget, asks thoughtful questions, and helps ensure resources are used responsibly and transparently. The role also includes supporting public understanding and trust in how district funds are allocated. It's important for committee members to understand their role does not include any operational decision-making.

4. Do you have any specific plans or ideas for the Ashland School District?

Rather than advancing an agenda, I'd like to contribute steady, informed support grounded in both professional experience and community perspective. I support budgeting practices that emphasize clarity, long-term planning, innovative thinking, and a clear connection between financial decisions and their impact on students and staff. Having worked inside the system and now engaging as a community member, I bring a balanced perspective.

5. Public schools face many challenges as we meet the demands of 21st century education. What role can the budget committee play in assisting the district in meeting those challenges?

The budget committee can support the district by encouraging long-term planning, thoughtful prioritization, and transparent decision-making. Careful oversight helps ensure limited resources are aligned with student needs and outcomes while maintaining fiscal stability and public trust.

PLEASE GIVE US YOUR CONTACT INFORMATION:

Name: Serena Robinson

Address: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

Thank you for your interest in the Ashland Schools Budget Committee.