Ashland School Board
School Board Regular Session
Thursday, July 9, 2026 6:30 PM

Ashland City Council Chamber
1175 East Main Street
Ashland, OR 97520

Agenda

1. Call to Order and Roll Check

Presenter: Board Chair

2. Land Acknowledgment

Presenter: Board Chair

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

Presenter: Board Chair

4. Organization of the Board for 2026-27 School Year (Policy BC/BCA) **6**

Presenter: Board Chair

A. ACTION ITEM: Election of Board Chair (Policy BCB) **7**

B. ACTION ITEM: Election of Board Vice Chair (Policy BCB)

C. ACTION: Resolution No. 2026-2027 B-1 - Annual Designations for 2026-27 **9**

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

Presenter: Board Chair

A. Approval of Minutes **11**

B. Personnel Report for July **14**

C. Willow Wind- Alternative Education Program Assurances **15**

D. Insurance MOU - OSEA Article 12 **21**

E. 2026-27 Board Meeting Schedule 24

F. 2026-27 Superintendent Professional Development Plan 25

G. Confidential Employees Contract July 1, 2026-June 30, 2029 26

H. Salary Schedule Overview (information only) 34

1) Supervisor/Director Contract July 1, 2026-June 30, 2029 38

2) Administrator Contract July 1, 2026-June 30, 2029 43

3) 2026-27 Executive Director Salary Schedule 50

I. Policy Review (First Read)

1) Policy BBAA - Board Member's Authority & Responsibility 51

2) Policy BD - Board Meetings, Notices and Communications 57

3) Policy BDC - Executive Sessions 68

4) Policy BDDC - Board Meeting Agenda 75

5) Policy BDDG - Recordings & Minutes of Board Meetings 80

6) Policy DBEA - Budget Committee 85

7) Policy KL & KL-AR - Public Complaints 91

J. Policy Review (Second Read/Adoption)

1) Policy CBG — Evaluation of the Superintendent 112

2) Policy EBB — Integrated Pest Management 115

3) Policy GBA — Equal Employment Opportunity 121

4) Policy GBN/JBA — Sexual Harassment 126

6. City of Ashland Planning Department Report 10 min. 137

Presenter: Linda Reid, Housing Program Manager

7. Finance Report 10 min.

Presenter: Director of Business Services Sherry Ely

A. Finance Report for the period ending June 30, 2026 **147**

Presenter: Director of Business Services Sherry Ely

8. Board Reports 10 min.

Presenter: Board Chair

9. Superintendent Report 10 min.

Presenter: Superintendent Joseph Hattrick

A. ASD Transformation Update

Presenter: Superintendent Joseph Hattrick

10. 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

11. Unfinished Business - None

Presenter: Board Chair

12. New Business

Presenter: Board Chair

A. ACTION: 2026-2029 AEA Collective Bargaining Agreement **156**

Presenter: Superintendent Joseph Hattrick

B. ACTION: Contract with HMK for the Helman School Seismic Rehabilitation Project **327**

Presenter: Executive Director of Operations, Steve Mitzel

C. ACTION: Award Contract with Rogue Boiler Works for AHS Boiler Replacement Project **335**

Presenter: Executive Director of Operations, Steve Mitzel

D. ACTION: Award Contract with Custom Crafted Floors, Inc. for AHS Carpet Replacement Project **338**

Presenter: Executive Director of Operations, Steve Mitzel

E. ACTION: Award Contract with Bell Hardware for Walker Gym Door Replacement Project **342**

Presenter: Executive Director of Operations, Steve Mitzel

F. ACTION: Award Contract with Sentinel Technology, LLC for AMS Fire Alarm Upgrade Project **345**

Presenter: Executive Director of Operations, Steve Mitzel

13. Announcements and Appointments

Presenter: Board Chair

A. Board Member Appointments

1) Superintendent Advisory Committee (Policy Workgroup)

2) Superintendent Advisory Liaison to the TSC

3) Ashland Schools Foundation Board Liaison

4) Board Legislative Liaison

B. The board will not hold a Work Session in July.

C. The Board will hold its next Regular Session on Thursday, August 13, 2026, at 6:30 PM in the City Council Chamber, 1175 E. Main Street, Ashland, OR.

14. Adjourn

Presenter: Board Chair

Ashland School District 5

Code: **BC/BCA**
Adopted: 5/23/02
Readopted: 5/08/17
Orig. Code(s): BC/BCA

Board Organization/Board Organizational Meeting

No later than the next regular meeting following July, the Board will organize itself for the year. In a Board election year, the Board organizational meeting must be no later than July 31.

At the organizational meeting the Board shall at a minimum:

1. Elect a Board chair;

2. Elect a vice chair;

3. Appoint a budget officer and custodian of funds;

4. Appoint a deputy clerk, if desired;

5. Schedule a regular monthly meeting for the ensuing fiscal year;

6. Conduct other organizational activities deemed desirable.

END OF POLICY

Legal Reference(s):

ORS 255.335
ORS 332.040 to -332.045
ORS 332.057

Cross Reference(s):

BCB - Board Officers

Code: **BCB**
Adopted: 5/23/02
Readopted: 5/08/17
Orig. Code(s): BCB

Board Officers

At its first scheduled meeting after July 1, the Board will elect one of its members to serve as chair and one to serve as vice chair. No member of the Board may serve as chair more than four years in succession. If a Board member is unable to continue to serve as an officer, a replacement will be elected immediately. The replacement officer will serve the remainder of the officer's term until the following July.

The Board chair shall:

1. Work with the superintendent to establish the agenda for regular Board meetings;

2. Call special meetings when required;

3. Preside at all meetings of the Board;

4. Sign the minutes and other official documents that require the signature of the chair;

5. Represent the Board and the district at official functions, unless this duty is delegated by the Board to another Board member;

6. Appoint all committees and will be an ex-officio member of all such committees unless otherwise ordered by the Board;

7. Have the right to discuss issues and vote.

In the absence, incapacitation or death of the chair, the vice chair will perform the duties of the chair and, when so acting, will have the chair's powers. The vide chair will perform other functions as designated by the Board.

The superintendent will designate a staff member to serve as Board secretary and will directly supervise and evaluate the secretary. The secretary to the Board will take notes at Board meetings, compile minutes and perform related work as assigned by the superintendent or requested by the Board chair. These duties will include, but not be limited to, the following:

1. Record the disposition of all matters on which the Board considered action;

2. Prepare and distribute minutes in advance for approval at the next Board meeting;

3. Maintain properly authenticated official copies of the minutes;

4. Maintain the official record of Board policies;

5. Properly post all Board meetings.

Board or District Spokesperson

The Board may appoint one of its members, usually the chair, or another person to make authorized statements to the public or the media when the Board deems that, under the circumstances, the district's position should be articulated by a single voice. The spokesperson serves at the direction of the Board and may be removed or replaced at any time by action of a majority of the Board.

END OF POLICY

Legal Reference(s):

ORS 255.335
ORS 332.040
ORS 332.045
ORS 332.057

OAR 166-400-0010(9)

Cross Reference(s):

BC/BCA - Board Organization/Board Organizational Meeting

ASHLAND PUBLIC SCHOOLS

JACKSON COUNTY SCHOOL DISTRICT #5

BOARD OF DIRECTORS

REBECCA DYSON

RUSSELL HATCH

DANIEL RUBY

DELTRA FERGUSON

JORDAN ROOKLYN

Dr. Joseph Hattrick
Superintendent

Inspire Learning for Life

MICHELLE CUDDEBACK
Assistant Superintendent

STEVE MITZEL
Executive Director, Operations

SHERRY ELY
Director, Business Services

KRISTA GUTIERREZ PARIS
Director, Student Services

Resolution No. 2026-2027 B-1
Annual Designations for 2026-27

The Ashland Board of Directors resolves the following for the 2026-2027 School Year:

A. Regular Monthly Meetings (ORS 332.045): BE IT RESOLVED that the official school board meetings be held at **6:30 P.M.**, in the Ashland Council Chambers, on the second Thursday of each month. The board will reserve the fourth Thursday of each month at **6:30 P.M.** for Board Special/Work Sessions in the District Office Conference Room or virtually, on Zoom, as needed.

B. Clerk (ORS 332.515): BE IT RESOLVED that the Ashland Board of Directors hereby designates the Chief Administrative Officer, Dr. Joseph Hattrick, as Clerk for the 2026-2027 fiscal year.

C. Deputy Clerk (ORS 332.515): BE IT RESOLVED that the Ashland Board of Directors hereby designates Interim Director of Business Services, Sherry Ely, as Deputy Clerk and Designated Procurement Officer for the 2026-2027 fiscal year.

D. Custodian of Funds (ORS 328.441, 328.445): BE IT RESOLVED that the Ashland Board of Directors hereby designates the Superintendent/Clerk and Interim Director of Business Services/Deputy Clerk to be the Custodian of Funds for the 2026-2027 fiscal year.

E. Budget Officer (ORS 294.331): BE IT RESOLVED that the Ashland Board of Directors hereby designates Interim Director of Business Services, Sherry Ely, as Budget Officer for the 2026-2027 fiscal year.

F. Authorization to Participate in Federal and State Programs: BE IT RESOLVED that Superintendent Joseph Hattrick is hereby authorized as the official district representative for Federal and State Grants. The Superintendent may designate the Assistant Superintendent to authorize federal grant applications and/or receive federal grant funds.

G. Depository-of-Funds (ORS 328.441, 294.805-294.895): BE IT RESOLVED that the Ashland Board of Directors hereby designates the US Bank, Banner Bank, and the State of Oregon Local Government Investment Pool (LGIP) as the Depository-of-Funds.

H. Fidelity bond (ORS 332.525): BE IT RESOLVED that the Ashland Board of Directors hereby authorizes the Clerk and Deputy Clerk to be insured for $500,000. ASD employees are covered for up to $1,000,000 through PACE crime coverage.

ASHLAND SCHOOL DISTRICT 885 SISKIYOU BOULEVARD ASHLAND, OREGON 97520 541-482-2811 FAX 541-482-2185

I. Establish the Borrowing Limit for the Custodian of Funds (ORS 328.245, ORS 328.250): BE IT RESOLVED that the Ashland Board of Directors hereby allows the Custodian of Funds to borrow up to $100,000 without Board approval.

J. Official Auditors (ORS 328.465, 327.137, 297.405): BE IT RESOLVED that the Ashland Board of Directors hereby designates KDP/Sorren Certified Public Accountants, LLC, as its auditor of record for the 2026-2027 fiscal year.

K. Insurance Agent-of-Record (Policy EIA): BE IT RESOLVED that the Ashland Board of Directors hereby designates Brown & Brown Northwest as the district insurance agent-of-record for the 2026-2027 fiscal year.

L. Local Public Contract Review Board (ORS 279A.060): BE IT RESOLVED that the Ashland Board of Directors designates itself as the Local Contract Review Board (LCRB).

M. Official Newspaper-of-Record/Communication: BE IT RESOLVED that the Ashland Board of Directors hereby designates the Rogue Valley Times as the official newspaper-of-record for the 2026-2027 fiscal year.

N. Establish Mileage Rate for Travel (Policy DLC/ EEBB): BE IT RESOLVED that the Ashland Board of Directors designates the federal mileage reimbursement rate for any work-related travel incurred by employees.

O. Establish tuition rate for nonresident students (Policy JECB): BE IT RESOLVED that the Ashland Board of Directors impose a tuition rate that matches the Oregon State School Fund General Purpose Grant per Extended ADMw.

ADOPTED this 9th day of July, 2026.

_____	_____	_____
Board Chair	Date	Superintendent

ASHLAND SCHOOL DISTRICT 885 SISKIYOU BOULEVARD ASHLAND, OREGON 97520 541-482-2811 FAX 541-482-2185

School Board Regular Session
Thursday, June 11, 2026 6:30 PM

Ashland City Council Chamber
1175 East Main Street
Ashland, OR 97520

Minutes

1. **Call to Order and Roll Check**
Chair Dyson called the meeting to order at 6:30 PM. Roll check confirmed that all board members were present: Chair Dyson, Vice Chair Hatch, Director Ferguson, Director Rooklyn, and Director Ruby (via Zoom).

2. **Land Acknowledgment**
Vice Chair Hatch read the Land Acknowledgment aloud.

3. **Adoption of Agenda**

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

4. **Convene Budget Hearing**
At 6:32 PM, Chair Dyson paused the regular meeting and called to order the Budget Hearing.

4.A. Receive Public Comment on the Budget Committee Approved 2026-27 Budget
No public comment was offered, and the hearing was closed

4.B. Close Budget Hearing and Reconvene Regular Meeting
At 6:33 PM, Chair Dyson closed the Budget Hearing and reconvened the Regular Session Board Meeting.

5. **ACTION ITEM: Resolution No. 2025-26 B-5 Adopting the 2026-2027 Budget**
The board received Resolution 2025-26 B-5 to adopt the District's 2026–27 budget, establish spending appropriations, impose the necessary property taxes, and categorize those taxes as required by Oregon law.

- **Motion:** Director Ferguson moved, and Vice Chair Hatch seconded, to adopt the 2026-2027 Budget as outlined in *Resolution No. 2025-26 B-5 Adopting the 2026-2027 Budget*.
  ROLL CALL VOTE:
  5 in Favor: Ferguson, Hatch, Rooklyn, Ruby, Dyson
  0 Opposed
  The motion carried by unanimous vote of the five members present.

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

- **Motion:** Director Rooklyn moved, and Vice Chair Hatch seconded approval of the consent agenda.
  Aye: Dyson, Ferguson, Hatch, Rooklyn, Ruby
  Nay: none
  Result: The motion carried by unanimous vote of the five members.

6.A. Approval of Minutes
6.B. Personnel Report for June
6.C. Enrollment Report for June
6.D. MOU HR Assistant Reclassification
6.E. Policy Review (First Read)
6.E.1) Policy CBG — Evaluation of the Superintendent
6.E.2) Policy EBB — Integrated Pest Management
6.E.3) Policy GBA — Equal Employment Opportunity
6.E.4) Policy GBN/JBA — Sexual Harassment
6.F. Administrative Regulations (AR) - No Board Action
6.F.1) GBA-AR Veterans and State Servicemembers Preference
6.F.2) GBN/JBA-AR Sexual Harassment Complaint Procedure

7. **Finance Report**

7.A. Finance Report for the period ending May 31, 2026

Director of Business Services Sherry Ely reported that the final 2024–25 reconciliation from the Oregon Department of Education totaled $88,327.72, including $62,708.22 from the State School Fund and $25,619.50 from the High Cost Disability program.

The projected ending fund balance for the General Fund is approximately $3.265 million (7.45%). Director Ely reported that year-end appropriations and adjustments continue to be monitored, including final IDEA expense transfers, Food Service Fund expenditures, and Fund 252 (High School Success) expenditures. Adjustments may be made as necessary following the completion of June payroll and year-end processing.

Director Ely also provided an update on the district's transition to OEBB and responded to board questions regarding appropriations and budget transfers. No appropriation concerns are anticipated at this time.

Board members expressed appreciation for the positive projected balance in the Food Service Fund and recognized staff's work in managing expenditures throughout the year.

8. **Recurring Reports**

8.A. OSEA Report- None
8.B. AEA Report- None
8.C. Student-Board Representative Report- None

9. **Board Reports**

Board members reported attending a variety of district and community events during the month, including Budget Committee meetings, collective bargaining sessions, the Transformation Steering Committee kickoff meeting, the ASD retirees and probationary teachers' recognition event, the Regional Youth Mentoring Summit, community engagement events, and end-of-year school celebrations.

Board members also attended Ashland High School's One Act performances, Willow Wind Stewards Day, Celebration of Learning activities, the fifth-grade track meet, 8th Grade Farewell events, and Ashland High School graduation. Members expressed appreciation for community support of district schools, the work of staff in developing and managing the district budget, the collaborative atmosphere of the bargaining process, opportunities to hear directly from students, and the successful conclusion of the school year.

10. **Superintendent Report**

Superintendent Hattrick reported that the district has reached a tentative three-year agreement with the licensed association, which will be presented to the Board for consideration in July. He shared highlights from the district's retirement celebration, where 11 retirees were honored for a combined 226 years of service.

Superintendent Hattrick also reported on the first Transformation Steering Committee meeting, attendance at TRAILS capstone presentations, graduation and promotion ceremonies across the district, and Ashland High School's commencement ceremony, which celebrated 221 graduates. He noted that all 221 seniors who began the school year graduated.

Additional updates included the district leadership team retreat, upcoming attendance at the Coalition of Oregon School Administrators (COSA) conference, final principal evaluations, and recognition of April Harrison as she prepares to depart the district to become superintendent of the Rogue River School District.

10.A. ASD Transformation Update

Superintendent Hattrick provided an update on the Transformation Steering Committee (TSC), which held its first meeting on May 26. The committee consists of 38 members and two honorary members and is charged with advising the superintendent on the development of a comprehensive transformation plan to support the district's long-term educational, operational, and financial sustainability.

During the initial meeting, committee members reviewed the district's financial challenges, prior interventions, the transformation process timeline, and the role of the committee. Cabinet members also presented information regarding district finances, enrollment trends, facilities, staffing, programming, and themes identified through prior surveys.

Superintendent Hattrick reported that dates have been established for five additional meetings during the summer. He also encouraged community participation in the district's transformation survey, which is available through district communication channels and will remain open through June 28.

11. **Hear Public Comments – None**

DRAFT

12. **Unfinished Business – None**

13. **New Business**

13.A. ACTION: 2026-28 Classified Wage MOU

Assistant Superintendent Cuddeback presented the 2026–28 Classified Wage Memorandum of Understanding (MOU), which reflects negotiated compensation changes with the classified employees' association. The agreement includes targeted wage adjustments for select positions, including food service workers and cafeteria managers, corrections to certain salary schedule placements, and a 3% cost-of-living adjustment for each of the next two years.

The MOU also includes a one-year contract extension, moving the expiration date to 2028 to avoid negotiations during the district's transformation process. Ms. Cuddeback reported that the agreement has been ratified by the union.

Board members asked questions about contract alignment among employee groups, insurance opt-out provisions, and the salary schedule structure. Ms. Cuddeback explained that efforts continue to maintain equitable compensation and benefits across bargaining units.

- **Motion:** Director Rooklyn moved, and Director Hatch seconded approval of the MOU between ASD and the OSEA Ashland, Chapter 42 as outlined in the 2026-28 Classified Wage MOU.
  Aye: Dyson, Ferguson, Hatch, Rooklyn, Ruby
  Nay: none
  Result: The motion carried by unanimous vote of the five members.

13.B. ACTION: Resolution 2025-26 B-6 iPad Lease

Executive Director of Operations Steve Mitzel presented a resolution authorizing a four-year lease agreement for approximately 750 student iPads. The lease will establish a regular device replacement cycle, allowing the district to replace aging devices, maintain current technology, and improve long-term planning for technology assets. Mr. Mitzel reported that approximately 400 existing iPads are nearing the end of their useful life and will no longer support required software updates.

The lease cost will be paid over four years through the district's existing technology hardware budget and includes device support services. Mr. Mitzel noted that the lease model has been successful for the district's laptop fleet and will allow the district to maintain a consistent replacement schedule while preserving funding for other technology infrastructure needs.

Board members asked clarifying questions regarding the lease. Mr. Mitzel recognized Technology Manager, Tucker Bacon, for his work in negotiating and securing the agreement.

- **Motion:** Director Rooklyn moved, and Vice Chair Hatch seconded adoption of Resolution 2025-26 B-6 iPad Lease as presented.
  Aye: Dyson, Ferguson, Hatch, Rooklyn, Ruby
  Nay: none
  Result: The motion carried by unanimous vote of the five members.

14. **Announcements and Appointments**

14.A. There will be no Work Session in June.

14.B. The next Regular Session meeting will be held on Thursday, July 9, 2026, at 6:30 p.m. in the City Council Chamber, 1175 E. Main St., Ashland.

15. **Adjourn**

There being no further discussion, Chair Dyson adjourned the meeting at 7:19 p.m.

Submitted by: Date for Board Approval: July 9, 2026
Holly Rosser, Board Secretary

DRAFT

Ashland School District
Board Personnel Report
July 1, 2026

SITE	NAME	POSITION	STATUS	STATUS CHANGE	SALARY PLACEMENT EXCEPTION
AHS	Steven Essig	Office Manager	Temporary Services	NO	NONE
AHS	Tamara Anderson	Teacher, Math/Fiber Arts	Retired	NO	NONE
AHS	Sarai Lacey-Dunagan	Yearbook Advisor	Temporary Services	NO	NONE
Maintenance	Justin Burr	Summer Crew	Temporary Services	NO	NONE
Nutrition Services	Joseph Schindler	Cafeteria Manager	1.0 FTE (increase of 0.1875 FTE)	NO	NONE
Technology	Brady James Hogan	IT Support Specialist II	Resigned	NO	NONE
Transportation	Becky Brown	Secretary	Temporary Services	NO	NONE
Transportation	Tom Mulholland	Bus Driver/Trainer	Temporary Services	NO	NONE
Transportation	Stefan Windroth	Bus Driver	0.50 FTE (resigned 0.25 of 0.75 FTE)	NO	NONE
Student Services	Matthew Wesley Hartt	School Psychologist	Resigned	NO	NONE
Willow Wind	Dana Yearsley	Summer Garden Maintenance	Temporary Services	NO	NONE
Willow Wind	Anita Phillips	Educational Assistant	0.4375 FTE	NO	NONE

DISTRICT: Ashland School District

SCHOOL YEAR: 2025-2026

ALTERNATIVE EDUCATION PROGRAM: Willow Wind Community Learning Center

(CHECK ONE) PUBLIC PROGRAM: ___X___ PRIVATE ALTERNATIVE PROGRAM: _____

PROGRAM APPROVAL by DISTRICT SCHOOL BOARD: OAR 581-022-1350(2)

Standard	Status C = In compliance E = Exemplary NC = Not-in compliance NA = Not Applicable	Explanation(s) C: List Indicators E: List Indicators NC: Outline Compliance Plan NA: Explain
The school district has policies and procedures for the annual approval of alternative education programs under ORS 336.615-665 that receive public funds. Approval of this program ensures the following.	C	IGBHA IGBHA – AR(1)
The Public Alternative Program		
The public alternative program complies with all state statutes and rules and federal laws that apply to public schools.	C	IGBHA
Each Public or Private Alternative Program		
The program implements an education plan and education profile for each student that meet the requirements of OAR 581-022-1120(3)(a) and (b) and 581-022-1130(3).	C	District Report Cards
Each student's education plan includes criteria for determining if, when, where, and how the student may transition from the alternative program.	C	All students and parents participate in conferences to determine the best placement (IGBHA & JECC-AR)
A transportation plan is in place ensuring that the program is accessible to each student approved for placement in the program.	C	The district would provide transportation in cases of hardship if it was determined that Willow Wind was the only available placement for a child. In general, families provide their own transportation to the program.
The program complies with each eligible student's IEP.	C	Students with IEPs receive Special Education Services from specialists in the district as part of their regular schedule at Willow Wind.

The program assists the district in meeting its comprehensive K-12 instructional program.	C	IGBHA
The program ensures that students receive adequate instruction in the educational standards adopted by the State Board of Education for the grade level(s) the program serves for students to meet state and local benchmark standards.	C	All courses offered are aligned with state common curriculum goals and standards. District adopted curriculum is used in core academic areas.
The program ensures that each student participates in district and state assessments of student achievement.	C	Willow Wind Handbook IGBHA
The results of student performance on state assessments are reported annually to students, parents, and the school district.	C	Individual conferences are held with each family to review results and score reports are sent home. ASD receives a report from ODE.
The program collects and reports to the district each student's local and state assessment, attendance, behavior, graduation, dropout, and other data required by the district and the state.	C	All student records are kept on PowerSchool, Data Agents and submitted to ODE with district data.
The program serves students who are in one or more of these subgroups. Students • who are suspended, expelled, or considered for suspension or expulsion. • whose attendance is so erratic that they are not benefiting from school. • who have not met or who have exceeded benchmark academic standards. • whose parent or legal guardian applies for a student's exemption from compulsory school attendance on a semiannual basis consistent with OAR 581-021-0075, Exemption From Compulsory Attendance. • who are under 21 prior to the start of the district's school year and who need additional instruction to earn a diploma; or • who are individually approved for placement consistent with the district's board policies regarding the placement.	C	Willow Wind serves students who are individually approved for placement consistent with the district's board policies regarding placement. Students attending Willow Wind are those whose educational needs and interests are best served by participation in the program In accordance with OAR 581-022-1350 (5)(a) and ORS 336.615. JECC-AR & IGBHB
Each claim of state school funds is made consistent with OAR 581-023-0006, Student Accounting Records and State Reporting, and with the Oregon Student Personnel Accounting Manual at http://www.ode.state.or.us/sfda/docs/studaccman.pdf.	C	All claims for state funds are made consistent with OAR 581-023-0006. Part Time students are billed using the large group formula (581-023-0006(6)) and full time students are billed based on 581-023-0006(5).

Activities provided by the public or private alternative education program and claimed for state school funds, and the diploma credits allowed for those activities, are only those approved by the district consistent with OAR 581-023-0008, Accountable Activities for Alternative Education Programs. The allowable activities are listed in the contract with the private alternative program.	C	Willow Wind Handbook Course Catalog
Students receiving online instruction are accounted for consistent with reporting guidelines published in the Oregon Student Personnel Accounting Manual**.**	N/A	
Consistent with ORS 336.635 (2) and OAR 581-022-1350(3), the alternative education program in which the student enrolls with the districts' approval notifies the student's resident district. It may bill the district for tuition. The billing is annually or at the end of each term or semester of the program. For each full-time equivalent student enrolled in the alternative education program, the school district pays the actual cost of the program or an amount at least equivalent to 80 percent of the district's estimated current year's average per student net operating expenditure, whichever is lesser. Each alternative education program is accountable for the expenditures of all State School Fund and other local school support moneys. It provides the school district with an annual statement of such expenditures. See the ODE alternative education webpage for model expenditure statement formats.	C	All students living outside of the ASD boundaries are required to obtain a signed interdistrict transfer from their home districts. This is in accordance with ORS 327.006 & ORS 339.133(6). Willow Wind Handbook
The program and district maintain education records for each student in a public or private alternative education program consistent with OAR 581-022-1660(3) and with OAR 581-021-0210 through 581-021-0440. See the Student Records Handbook at http://www.ode.state.or.us/search/results/?id=318	C	IBDJA & IGBHA Willow Wind Handbook
The program and district include data for each student in reports required by the ODE.	C	All data is included in PowerSchool and submitted to ODE as required.

Example Indicators of Compliance for Use Above:

- Current district policies
- Minutes of school district or education service district board
- Contract(s) with the private alternative program/school
- Written evaluations of the public and private program/school
- Reviewed financial statement(s) from the private alternative program/school
- Curriculum mapping/alignment documents from the alternative program/school
- Reports of state and local assessment administration schedules
- Student performance results on state and local assessments
- Student attendance and behavior records
- Interviews and focus groups with students, parents, staff
- Other indicator(s) required by the contract between the district and the private alternative program/school

Date of Approval or Disapproval by District Board: _____
Copy of board minutes attached.

Ashland School District 5

Code: IGBHA
Adopted: 10/14/08
Revised/Readopted: 6/12/17; 11/09/23
Orig. Code: IGBHA

Alternative Education Programs**

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

"Alternative education program" means a school or separate class group designed to best serve students' educational needs and interests and assist students in achieving the academic standards of the school district and the state.

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 329.485
ORS 332.072
ORS 336.014
ORS 336.175
ORS 336.615 - 336.665
ORS 339.030
ORS 339.250

OAR 581-021-0045
OAR 581-021-0065
OAR 581-021-0070
OAR 581-021-0071
OAR 581-022-2320
OAR 581-022-2505
OAR 581-023-0006
OAR 581-023-0008

Cross Reference(s):

IGBHB - Establishment of Alternative Education Programs
IGBHC - Alternative Education Notification
JEA - Compulsory Attendance
JGEA - Alternative Education Programs Following Expulsion

MEMORANDUM of UNDERSTANDING
Between
Ashland School District No. 5
And
Oregon School Employees Association Ashland Chapter 42

This Memorandum of Understanding is entered into by and between Ashland School District No. 5 ("District") and the Oregon School Employees Association Ashland Chapter 42 ("Association"). The District and Association are parties to a collective bargaining agreement ("CBA") with effective dates of July 1, 2024 – June 30, 2027

RECITALS

The parties agree to amend Article 12 of the collective bargaining agreement to reflect that the District is no longer self-insured.

TERMS OF MEMORANDUM OF UNDERSTANDING

The following language shall replace Article 12 of the 2024–2027 collective bargaining agreement:

ARTICLE 12
INSURANCE

The Ashland School District provides employees with comprehensive medical, dental and vision coverage.

The District has established an Insurance Committee that represents all employee groups in the District. The role of the Insurance Committee will be to consider any changes to plans, employee contributions, and make a recommendation to the Superintendent. The Association shall have four (4) voting members on the Insurance Committee. Each committee member shall have one (1) vote.

A bargaining unit employee hired to work thirty (30) hours per week or more, nine (9) months or more per year, shall have access to health insurance benefits as enumerated in Section A for the employee and dependents. Bargaining unit employees who work twenty (20) hours per week or more, but less than thirty (30) hours per week on a nine (9) month basis or more per year, shall be eligible for "employee only medical only," paid by the District.

A. The employee and district will pay the following portions of the monthly premiums for present insurance benefits, Family Medical, Dental and Vision as follows:

	Employee	**District**
Employee Only	0%	100%
Employee Plus Child(ren)	9%	91%
Employee Plus Spouse	11%	89%
Employee Plus Family	10%	90%

In no case shall the employees be held responsible for any premium increases greater than $25 per month in a given year in any category.

B. Changes may be made on an annual basis, based on insurance renewal dates.

C. Any increase in premiums for these coverages, after the insurance renewal date, in a single insurance year shall be paid by the District.

D. When a benefit-eligible employee is hired on or before the fifteenth (15th) of the month, insurance coverage will commence on the first (1st) day of the following month. When a benefit-eligible employee is hired after the fifteenth (15th) of the month, insurance coverage will commence on the first (1st) day of the following month, so that coverage for benefit-eligible employees will begin within thirty (30) days from the date of the first day of service.

E. The District shall continue to provide a Section 125 Plan that includes the following:

1. A pre-tax option for insurance premiums;

2. A flexible spending account for unreimbursed medical health expenses; and

3. A flexible spending account for dependent care.

The District will continue to make supplemental insurance available for purchase at the discretion of the employee.

F. Opt-Out

Employees who have medical coverage through another qualified group plan may opt-out of the District-provided medical, prescription, dental, and vision coverage by providing proof of coverage. The District will then provide the employee with a taxable benefit in the amount of four hundred dollars ($400) per month. The employee may opt-out at open enrollment or during a qualifying life event.

G. Any currently insured employee who retires and is ineligible for the District supplemental retirement, may elect within sixty (60) days after the employee's effective date of retirement, to access "medical only" insurance coverage for the employee and the employee's spouse and dependent children, if any, until the employee is eligible for Medicare. Only the individuals covered by the group medical insurance at the time of the employee's retirement will have access to the District insurance. Such medical coverage shall be the same as that provided to current employees as enumerated in this Article. The employee shall be responsible for the full payment of such coverage. When the retiree's medical coverage is terminated, access to medical insurance shall be made available for the spouse/domestic partner of a retired employee until the spouse/domestic partner becomes eligible for Medicare. The child of a retiree shall have access to medical insurance until the child reaches age twenty-six (26). The District will not pay any of the costs of medical insurance for the retiree's dependents.

H. Long-Term Disability Insurance

Eligible Employees will pay the entire monthly premium for long-term disability insurance through payroll deduction.

Eligible is defined as: Classified employees working twenty (20) hours or more per week. Participation is NOT optional.

Additional terms of the MOU:

1. Any provision of the parties' CBA not expressly modified by this MOU shall remain in full force and effect.
2. Any disputes regarding an alleged violation or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure in the CBA between the parties.
3. This MOU shall become effective upon signature of the parties and ratification by OSEA members.

For OSEA		For the District	
_____		_____	
Steven Essig OSEA Chapter President	Date	Joseph Hattrick Superintendent	Date
_____		_____	
Susan Greeley OSEA Field Representative	Date	Board Chair Ashland School Board	Date

ASHLAND SCHOOL DISTRICT
SCHOOL BOARD MEETING DATES
2026-2027 SCHOOL YEAR

Date	Meeting	Location	Time
JULY 2026			
July 9	Regular Session	City Council Chamber	6:30 PM
AUGUST 2026			
August 18	Board Retreat	District Office	9:00 AM
August 19	Board Retreat	District Office	12:00 PM
August 13	Regular Session	City Council Chamber	6:30 PM
August 27	Work Session	District Office	6:30 PM
SEPTEMBER 2026			
September 10	Regular Session	City Council Chamber	6:30 PM
September 24	Work Session	District Office	6:30 PM
OCTOBER 2026			
October 8	Regular Session	City Council Chamber	6:30 PM
October 22	Work Session	District Office	6:30 PM
NOVEMBER 2026			
November 19	Regular Session	City Council Chamber	6:30 PM
DECEMBER 2026			
December 10	Regular Session	City Council Chamber	6:30 PM
JANUARY 2027			
January 14	Regular Session	City Council Chamber	6:30 PM
January 28	Work Session	District Office	6:30 PM
FEBRUARY 2027			
February 11	Regular Session	City Council Chamber	6:30 PM
February 18	Work Session	District Office	6:30 PM
MARCH 2027			
Marcy 11	Regular Session	City Council Chamber	6:30 PM
APRIL 2027			
April 8	Regular Session	City Council Chamber	6:30 PM
April 22	Work Session	District Office	6:30 PM
MAY 2027			
May 13	Regular Session	City Council Chamber	6:30 PM
May 27	Work Session	District Office	6:30 PM
JUNE 2027			
June 10	Regular Session	City Council Chamber	6:30 PM

City Council Chamber is located at 1175 E. Main Street, Ashland
District Office is located at 885 Siskiyou Blvd., Ashland
Links to agendas and streaming options: https://www.ashland.k12.or.us/o/school-board/page/board-meeting-chedule
*Board Meetings are subject to change. Please check BoardBook for the most up-to-date public meeting notices.

Adopted 07/09/26

BOARD OF DIRECTORS

REBECCA DYSON

RUSSELL HATCH

DANIEL RUBY

DELTRA FERGUSON

JORDAN ROOKLYN

Dr. Joseph Hattrick
Superintendent

Inspire Learning for Life

MICHELLE CUDDEBACK
Assistant Superintendent

STEVE MITZEL
Executive Director, Operations

SHERRY ELY
Director, Business Services

KRISTA GUTIERREZ PARIS
Director, Student Services

Superintendent Professional Development Plan
Dr. Joseph Hattrick
2026-2027

In accordance with the provisions of my superintendent contract and the professional development allocation included in the district budget, I am presenting my 2026–27 Professional Development Plan to the Board for approval.

The proposed plan includes participation in state and national professional learning opportunities that strengthen my leadership through current research, best practices, legislative updates, and collaboration with educational leaders. As part of this plan, I will serve as the OASE Zone VI Representative on the Oregon Association of School Executives (OASE) Executive Committee. This leadership role provides opportunities to advocate for Oregon's public schools at both the state and national levels, collaborate with educational leaders on emerging issues, and bring valuable insights, relationships, and best practices back to the Ashland School District. Participation in national conferences further expands these learning opportunities by providing access to innovative practices and emerging trends in public education while allowing me to represent the Ashland School District at the national level.

- **2026-27 Oregon Equity Summit (COSA)**
  - August 20, 2026 (virtual)
  - November 19, 2026 (virtual)
  - March 10, 2027 (Salem)
- **2026 OSBA Annual Convention** – November 12-14, 2026, Portland, OR
- **2026 Oregon School Law Conference (COSA) –** December 2-4, 2026, Eugene, OR
- **2027 OACOA/OASE/OASBO Winter Conference –** February 9-10, 2027, Salem, OR
- **2027 AASA National Conference on Education** – February 25-27, 2027, Atlanta, GA
- **2027 Annual Seaside Conference (COSA)** – June 23-25, 2027, Seaside, OR

ASHLAND SCHOOL DISTRICT 885 SISKIYOU BOULEVARD ASHLAND, OREGON 97520 541-482-2811 FAX 541-482-2185

Confidential Staff Contract

July 1, 2026 - June 30, 2029

The following conditions and benefits for confidential personnel are hereby approved by the School District Board for the period beginning July 1, 2026 and ending June 30, 2029.

SECTION 1
COMPENSATION

A. **Compensation:** Compensation for Confidential Staff shall be as set forth in Appendix A – Confidential Employees Salary Schedule, which is attached and incorporated into this contract. Cost of living increases will be 3.0% for each of the next three school years (2026-2027, 2027-2028 and 2028-2029). The Superintendent will confer with the Confidential group with respect to COLA if needed. Cost of living increases will be effective July 1 of each year. It is understood and agreed that payment of the salaries and benefits stated in Appendix A – 'Confidential Employees Salary Schedule' in this contract and the obligation of the District is subject to the availability of funds.
    1. Eligible employees shall receive a step advancement per the salary schedule.
    2. New employees may be placed at a higher entry salary, if in the judgment of the Superintendent, such placement is justified.

B. **Longevity:** Longevity will be paid out in 12 equal installments based on the appropriate schedule attached in Appendix A.
    1. Employees hired September 1, 2007-July 1, 2023 will become eligible for longevity on July 1 after 5 full years of continuous employment as described in Appendix A – 'Longevity Schedule for Employees Hired September 1, 2007-July 1, 2023.
    2. Employees hired after July 1, 2023, will become eligible for longevity on July 1 after 9 full years of continuous employment in as described in Appendix A – 'Longevity Schedule for Employees Hired after July 1, 2023.'
    3. Employees hired prior to September 1, 2007 will be paid longevity as described in Appendix A – 'Longevity pay for employees hired prior to September 1, 2007.

C. It is understood and agreed that payment of the salaries stated in this agreement and the obligation of the school district is subject to the availability of funds.

SECTION 2
OVERTIME

A. Confidential employees shall be compensated at the rate of time and one-half (1½) in the form of pay for overtime work in excess of eight (8) hours per day or forty (40) hours in any designated workweek.
B. Overtime shall be computed to the nearest quarter (.25) hour. Overtime pay shall be based on the actual number of hours worked.
C. Except in emergencies, overtime is to be approved by the supervisor in advance.
D. The work week shall begin at 12:01 a.m. on Saturday and end at 12:00 midnight on Friday.

SECTION 3
BENEFITS

Insurance

A confidential employee hired to work thirty (30) hours per week or more and nine (9) months or more per year, shall have access to health insurance benefits as enumerated in Section A for the employee and dependents. The employee and District will pay premium percentages for medical, dental, and visions insurance based on the following table:

Coverage	***Employee Premium %***	***District Premium %***
Employee Only	0%	100%
Employee Plus Child(ren)	9%	91%
Employee Plus Spouse	11%	89%
Employee Plus Family	10%	90%

A. Changes may be made on an annual basis, based on insurance renewal dates. Currently, changes can be made during open enrollment each year, and become effective with the insurance plan year.

B. "Employee only" coverage will be guaranteed at no cost for the duration of this Agreement.

C. Any increase in premiums for these coverages, after the insurance renewal date, in a single insurance year shall be paid by the District. ~~In no case shall the employee be held responsible for any premium increases greater than $25 per month in a given year in any category~~

D. Employees who have medical coverage through another group plan may opt-out of the District-provided medical, prescription, dental, and vision coverage by providing proof of coverage. The District will then provide the employee with a taxable benefit in the amount of $400.00 per month. The employee may opt-out at open enrollment or during a qualifying life event.

Public Employees Retirement System

The DISTRICT will pay the employee contributions, including the "pickup contribution" (6%), to the Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement Program (OPSRP).

Holidays

A. Twelve-month employees shall receive the following paid holidays:

- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Day Prior to or Following Christmas Day at District Discretion
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth

B. Employees must work, or be on pre-approved paid time off, the scheduled workdays before and after the holiday to be eligible for the paid holiday.

Vacation Paid Benefit

Paid vacation leave shall accrue on the following basis for full-time employees who work a twelve (12) month calendar:

Years of Service	Annual Accrual	Maximum Accrual
First year of Employment	11 days (88 hours)	11 days (88 hours)
1 - 8 Years	15 days (120 hours)	22 days (176 hours)
9 - 15 Years	18 days (144 hours)	25 days (200 hours)
16 Years and Over	23 days (184 hours)	30 days (240 hours)

A. Employees working a twelve (12) month calendar who work less than eight (8) hours per day will accrue vacation leave in direct proportion to full-time equivalency. A "day" equals their daily contracted work hours.
B. Vacation leave will be front loaded on July 1 of each year.
C. Except in emergencies, vacations must be scheduled and pre-approved by the supervisor and shall not exceed the employee's vacation leave balance.
D. New employees must successfully complete their six (6)-month probationary period before they may use vacation leave. Any exceptions must be reviewed and approved by the Superintendent.
E. Employees are encouraged to take their vacation in full week or full day increments but may use accrued vacation in one-hour increments.
F. Unused vacation pay will be paid out upon termination of employment, providing the six (6) month probationary period has been completed.
G. Employees hired prior to July 1, 2007 see Appendix A.

Sick Leave

A. The District shall allow up to twelve (12) working days per year, based on the accumulation of one day per month, prorated on an eight hour per day basis, with full pay for each employee as current sick leave. Sick leave shall not be taken in less than one-quarter hour portions. The anniversary date for accumulated sick leave shall be July 1 of each year. Sick leave may be accumulated without limit.
    1. Employees who are laid off as a result of reduction in position and subsequently re-employed shall retain all sick leave accumulated at the time of layoff.
    2. One-half of the value of unused sick leave shall be credited toward retirement benefits in accordance with the procedures of PERS.
B. Employees working a twelve (12) month calendar who work less than eight (8) hours per day will accrue sick leave in direct proportion to full-time equivalency. A "day" equals their daily contracted work hours.

Paid Family Sick Leave

A. Confidential employees shall receive up to three (3) days paid leave per year for the illness of a family member. Paid Family Sick Leave will be loaded on July 1st each year and expire on June 30th.
B. New employees become eligible to begin using Paid Family Sick Leave when they have successfully completed their six (6) month probationary period.
C. Employees working a twelve (12) month calendar who work less than eight (8) hours per day will accrue family sick leave in direct proportion to full-time equivalency. A "day" equals their daily contracted work hours.

Bereavement Leave
Employees shall be entitled to three (3) days bereavement leave with pay each contract year; non- accumulative.

A. Bereavement leave may be used in half-day increments.
B. Upon request, two (2) additional paid bereavement days may be authorized by the Superintendent.
C. Any absence in excess of five (5) work days will be deducted from accrued sick leave or other paid leave.
D. Except in emergencies, the employee will notify their supervisor of the need to use bereavement leave in advance of the absence.
E. The district shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leave. The paid bereavement leave in this section shall run concurrently with leave under OFLA.

Jury Duty Leave
Confidential employees will be granted leave with pay for jury service. Employees on jury duty should advise the court that they are on paid leave from their employer and should receive no compensation from the court.

Upon being excused from jury service during any day, an employee will immediately contact their supervisor and advise the supervisor of their availability to return to work.

Unpaid Leaves
At the District's discretion, unpaid leaves of up to twelve (12) months may be allowed. Requests for an unpaid leave will be made in writing to the supervisor and will state the amount of time requested and the reason for the request. Employee must exhaust all applicable paid leave prior to requesting unpaid leave, which may or may not be granted.

Upon returning to the District following an unpaid leave, the employee will be placed in an available position for which they qualify, with the same hours and on the same step on the salary schedule. If no available positions qualify, employee will have 60 days to find a role within the District before their employment is terminated.

An employee on unpaid leave is subject to the terms and conditions of employment as stated in this Agreement. An unpaid leave may result in the employee assuming the entire cost of their insurance premium.

Additional Leave
The Superintendent at their discretion may authorize additional paid leave under conditions of emergency, hardship, or benefit to the District.

SECTION 4
TRAVEL

A. District Travel
Any employee required to use their vehicle on District business shall be reimbursed at the current Internal Revenue Service rate, for all miles driven on behalf of the District or they may use their district “P-card” for fuel purchases made during business travel.

B. Lodging, Meals, Registration
Employees will use their district issued "P-card" to pay for registrations, meals, and lodging during business travel. Employees are expected to keep meals and lodging expenses within the rates established by the General Services Administration (GSA) located at www.gsa.gov/perdiem.

SECTION 5

TAX SHELTER ANNUITY PROGRAM

A. 403(b): The DISTRICT provides a Tax-Sheltered Annuity (TSA) Matching Program; 403(b) for employees. The intent of this program is to provide financial assistance during retirement to support medical insurance needs.
   1. Employees may contribute to the 403(b) a minimum of $50 per month and up to the allowable legal minimum.
   2. For employees hired after July 1, 2007 who choose to participate in the program, DISTRICT will contribute to the 403(b) based on the following schedule:

Months of Plan Participation	***Monthly District Contribution***
1-120	$50
121-240	$60
241-360	$180

   3. Employees hired prior to July 1, 2007 may choose to participate in the 403(b), but are not eligible for the DISTRICT contribution.
   4. Employees may adjust their contribution at any time. The 403(b) is portable and will follow employee should they leave employment with DISTRICT. The 403(b) is fully vested after 6 years of participation. All accounts are fully vested at the Normal Retirement Age. The Plan's Normal Retirement Age is the later of age 55 or 6 Years of participation.

SECTION 6

DURATION OF AGREEMENT

This Agreement shall be effective upon execution and shall remain in full force and effective through June 30, 2029.

Board Representative _____ Date _____

Confidential Employee Representative _____ Date _____

APPENDIX A

CONFIDENTIAL EMPLOYEES SALARY SCHEDULE

~~2023-2024~~ 2026-27
STEP Increment=3.25%

New ~~23-24~~ 26-27 schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Executive Secretary	$31.19	$32.20	$33.25	$34.33	$35.44	$36.60	$37.79	$39.01
Payroll & Benefits Specialist	$31.19	$32.20	$33.25	$34.33	$35.41	$36.60	$37.79	$39.01
AP Specialist	$26.81	$27.68	$28.58	$29.51	$30.47	$31.46	$32.48	$33.54
AP Specialist w/Longevity (Yr 30)								$ 39.04
Administrative Assistant	$20.58	$21.25	$21.94	$22.65	$23.39	$24.15	$24.93	$25.74
Program Assistant	$24.48	$25.28	$26.10	$26.95	$27.82	$28.73	$29.66	$30.63

Longevity schedule for employees hired September 1, 2007-July 2023

Longevity Schedule	
Years of Service	Annual Bonus
Year 6-10	$1,500.00
Year 11-15	$3,000.00
Year 16-20	$4,500.00
Year 21+	$6,000.00

Longevity schedule for employees hired after July 2023

Year 9	Year 15
$1,500.00	$2,500.00

For employees working a twelve (12) month calendar, but less than eight (8) hours per day longevity will be prorated based on actual hours worked

Longevity pay for employees hired prior to September 1, 2007:

- Renae Rogers (30 years of service) $5.00/hour

Longevity pay will be an annual hourly wage increase of $.25 and will be capped at 30 years of service or $5.00/ hour.

Confidential Grandfathered Supplemental Retirement Benefits:

- Renae Rogers - Hire Date 09/27/1993

A Supplemental retirement provides for the continuation of medical insurance benefits for those employees choosing to retire. Employees listed above will be Grandfathered into eligibility for benefits within this Article under the following conditions:

1. The employee must have averaged (1/2) one-half time (20 hours a week) or more throughout their employment with the district in meeting the years ' requirement listed below.
2. Employees hired on or after July 1, 1993, must have been a continuous employee (inclusive of approved leaves) of the District for twenty (20) years or more.
3. The employee must be eligible for retirement under the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Program at the time of retirement.

B. If an employee meets all of the qualifiers described above in Section A, and decides to retire, the following retirement benefits will be provided by the Ashland School District.

1. The District will provide "medical only" insurance coverage for the retiree, their spouse/partner and dependent children, if any, until the retiree is eligible for Medicare or for a maximum of 10 years, whichever comes first. Such medical coverage shall be the same as that provided to current employees. Payment for such coverage shall be as follows:
   a. The District will pay for the “Medical Only” coverage for the retiree. Confidential Employees will not have an expense for Medical/Dental/Vision insurance greater than that of the classified or certified employees.
   b. Retirees choosing to purchase medical coverage for their spouse/partner and dependent children, if any, shall contribute no more than twice the out – of – pocket amount that active confidential employees pay for the insurance benefit coverage.
2. An additional monthly stipend will be provided under the stipulations listed in Section A for all employees who have the following accumulated number of sick leave days upon retirement:

Accumulated Sick Leave Days	***Monthly Stipend***
150 - 199	$ 50.00
200 - 249	$ 75.00
250 +	$ 100.00

3. The stipend and insurance coverage shall cease upon re-employment or upon the death of the retiree (spousal/dependent insurance eligibility shall continue to the date the retiree would have reached age 65 or until the spouse becomes Medicare eligible/dependent reaches age 26, whichever comes first).
4. The employees wishing to take advantage of the supplemental retirement benefit must give the district at least four (4) months of notice of intent to retire.

5. Those employees receiving supplemental retirement benefits as of July 1, 2004, will continue to receive those supplemental retirement benefits at the same level, as the

contract language specified at the time of their retirement from the District.

C. This program shall remain in effect throughout the duration of this Agreement providing funding is available.

Vacation Payout for Employees Hired Prior to July 1, 2015

- Renae Rogers

Confidential employees may be reimbursed up to 10 days of unused vacation at their daily rate at the end of the fiscal year.

Confidential employees may not carry over more than 10 vacation days per fiscal year. The anniversary date for the vacation year is the first day of July.

Admin Salary Schedules

As salaries increase across the district, we are quickly seeing salary compression occurring, making it more difficult to attract and retain administrative/director level professionals. After a regional comparison, the following salary schedule has been developed for the 2026-27 that will be modified annually based on the licensed contract. Compression occurs when two employee groups have a different number of steps (one group maximizes its earning potential in 8 years while the other continues to grow its earning potential for 18) and when one employee group receives a Cost-of-Living Adjustment (COLA) in addition to a step increase year over year while another employee group receives only a COLA over fewer years. When salaries are compared at a daily rate (not taking into account other factors), we found some administrators were making less than the highest paid teachers which makes those positions more difficult to fill.

With this in mind, and the salary comparisons, using a model that uses the teaching salary schedule as a base salary could prevent compression in the future.

A. Base Rate - The base daily rate for Assistant Principals and Assistant Directors (collectively, "AP/AD") shall be equal to the daily rate set forth in Column D, Row 18 of the District's Certified Salary Schedule, as may be amended from time to time.

B. Administrator Daily Rates - The daily rates for site principals shall be calculated as a percentage increase above the AP/AD base daily rate, as follows:

- **a.** Elementary School Principal: Five percent (5%) above the AP/AD base daily rate.
- **b.** Middle School Principal: Ten percent (10%) above the AP/AD base daily rate.
- **c.** High School Principal: Fifteen percent (15%) above the AP/AD base daily rate.

C. Application

The percentages identified above shall be applied to the AP/AD base daily rate to determine the applicable principal daily rate. All resulting calculations shall be subject to standard District payroll practices, including rounding conventions, if any.

2026-27 w/ 3% COLA								
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Principal AHS	$128,941.79	$133,454.75	$138,125.67	$142,960.07	$147,963.66	$153,142.39	$158,502.37	$164,049.95
Principal AMS	$120,199.97	$124,406.97	$128,761.21	$133,267.86	$137,932.23	$142,759.85	$147,756.46	$152,927.93
Principal - Elementary	$112,550.88	$116,490.16	$120,567.33	$124,787.18	$129,154.73	$133,675.14	$138,353.77	$143,196.14
Assistant Principal	$107,087.25	$110,835.30	$114,714.53	$118,729.54	$122,885.08	$127,186.06	$131,637.56	$136,244.89
Athletic Director	$107,087.25	$110,835.30	$114,714.53	$118,729.54	$122,885.08	$127,186.06	$131,637.56	$136,244.89

Adjusted Salary Schedule								
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Principal AHS (Base x 1.15 x 220)	$128,749.17	$132,933.52	$137,253.86	$141,714.61	$146,320.33	$151,075.74	$155,985.70	$161,055.24
Principal AMS (Base x 1.1 x 220)	$123,151.38	$127,153.80	$131,286.30	$135,553.10	$139,958.58	$144,507.23	$149,203.72	$154,052.84
Principal - Elementary (Base x 1.05)	$117,553.59	$121,374.08	$125,318.74	$129,391.60	$133,596.83	$137,938.72	$142,421.73	$147,050.44
Assistant Principal (Base x 220)	$111,955.80	$115,594.36	$119,351.18	$123,230.09	$127,235.07	$131,370.21	$135,639.74	$140,048.04
Athletic Director (Base x 220)	$111,955.80	$115,594.36	$119,351.18	$123,230.09	$127,235.07	$131,370.21	$135,639.74	$140,048.04

Difference to current salary schedule with 3% COLA								
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Principal AHS (Base x 1.15 x 220)	-$192.62	-$521.23	-$871.81	-$1,245.46	-$1,643.33	-$2,066.64	-$2,516.67	-$2,994.71
Principal AMS (Base x 1.1 x 220)	$2,951.41	$2,746.83	$2,525.09	$2,285.24	$2,026.35	$1,747.38	$1,447.26	$1,124.91
Principal - Elementary (Base x 1.05)	$5,002.71	$4,883.92	$4,751.41	$4,604.42	$4,442.10	$4,263.58	$4,067.96	$3,854.30
Assistant Principal (Base x 220)	$4,868.55	$4,759.06	$4,636.65	$4,500.55	$4,349.99	$4,184.15	$4,002.18	$3,803.15
Athletic Director (Base x 220)	$4,868.55	$4,759.06	$4,636.65	$4,500.55	$4,349.99	$4,184.15	$4,002.18	$3,803.15

Supervisor/Director 2026 w/COLA								
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Student Services Director	$120,370.44	$124,583.39	$128,943.83	$133,456.86	$138,127.84	$142,962.31	$147,966.00	$153,144.81
Business Services Director	$120,370.44	$124,583.39	$128,943.83	$133,456.86	$138,127.84	$142,962.31	$147,966.00	$153,144.81

Supervisor/Director Adjusted Salary Schedule								
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Student Services Director (Base x 1.012 x 260)	$133,965	$136,243	$138,559	$141,330.	$144,157	$147,040	$150,716	$155,237
Business Services Director (Base x 1.012 x 260)	$133,965	$136,243	$138,559	$141,330.	$144,157	$147,040	$150,716	$155,237

Steps 2-3 receive a 1.7% increase, steps 4-6 receive a 2% increase, step 7 receives a 2.5% and step 8 receives a 3%.

Executive Admin (Current for 26-27) w/3% COLA								
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Executive Admin new 26-27	$159,135.00	$161,000.00	$162,887.40	$164,795.96	$166,727.86	$168,680.98	$170,658.50	$172,658.29

Adjusted Executive Admin Salary Schedule								
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Executive Admin new 26-27 Base x 1.175 x 260	$155,466	$158,109	$160,797	$163,530	$166,310	$169,138	$172,013	$174,937

Each step receives a 1.7% increase. These numbers have been rounded.

Does this fit within the approved budget and multi-year forecast?
Yes. Although these modifications were developed after the budget was adopted, the estimated cost is approximately $60,000 for 26-27, which can be accommodated within the district's current financial plan. We will continue to monitor expenditures throughout the year, and if necessary, a budget resolution could be brought to the board later in the year, though that is not anticipated.

Why is the salary formula changing?
The primary reason is to address salary compression between licensed employees and administrators. Teachers continue receiving both step increases and COLA adjustments for up to 18 years, while administrators reach the top of their salary schedule after only eight years and thereafter receive only the annual COLA. Over time, this causes administrator salaries to lag behind experienced teachers, making administrative positions less attractive. The new formula ties administrator salaries to the highest licensed salary, allowing both systems to grow together while maintaining appropriate salary relationships. As part of this work, we also adjusted the executive director formula to maintain an appropriate relationship to the Superintendent's salary.

Are we trying to be at market, above market, or competitive?
Our goal is to become competitive. Following approximately two months of regional salary comparisons, we developed a structure that is competitive with similarly sized districts. Equally important, the new model helps ensure that outstanding teachers are not discouraged from moving into administration because of limited salary growth.

What are the major changes to the agreements?
There are very few language changes. The most significant revision is the new salary determination formula. Other changes include one additional Family Sick Day and one additional Personal Day (bringing each to four days annually while incurring no cost to the district), increasing the insurance opt-out benefit to $400 per month to align with the licensed agreement, and clarifying the definition of "skill set" in the layoff and recall language. These changes have little to no operational or financial impact beyond the salary adjustments.

Do these agreements preserve your ability to manage staffing, assignment, program changes, and budget adjustments?
Yes. The agreements do not limit the Superintendent's authority to manage staffing, assignments, program changes, or budget adjustments. They modernize the compensation structure while preserving the district's existing operational flexibility.

How does the administrative insurance program compare to the union contracts?
The proposed insurance language is intended to maintain consistency with the district's existing employee groups. The administrator contract is aligned with the licensed agreement and states:

"ADMINISTRATOR will pay the same premium percentages for medical, dental and vision insurance as other certified staff. Additionally, ADMINISTRATORS shall receive the same opt out benefit as certified staff."

Similarly, the confidential and director contracts are aligned with the classified employee agreement. This approach ensures consistency across employee groups while maintaining equitable benefit structures based on each employee group's negotiated agreement.

Ashland School District
inspiring learning for life

This CONTRACT made and entered into between JACKSON COUNTY SCHOOL DISTRICT 5, hereinafter called "DISTRICT", and NAME, hereinafter referred to as "DIRECTOR", to perform the duties of POSITION.

WITNESSETH:

WHEREAS, DIRECTOR is fully qualified and certified to perform the duties outlined in DIRECTOR's job description in and for DISTRICT, and as may be from time to time assigned by the Superintendent, under the control and general supervision of the DISTRICT School Board.

NOW, THEREFORE, for and in consideration of the mutual promises and Contracts hereinafter contained and for other valuable consideration, DISTRICT hereby employs DIRECTOR and DIRECTOR hereby accepts employment with DISTRICT upon the terms and conditions following, to wit:

1. DUTIES:
   DIRECTOR shall well, faithfully, and fully perform the duties of the position assigned according to the law and the rules now or hereafter in effect relating to the performance of such position, including but not limited to such duties as the DISTRICT School Board and Superintendent may lawfully require. Any consultative or other professional activities performed by the DIRECTOR will not conflict or interfere with the performance of DIRECTOR's duties to DISTRICT.

2. TERM:
   The term of this contract shall be for three contract year, beginning on July 1, 2026 through June 30, 2029.

3. VACANCIES:
   DISTRICT recognizes that when vacancies occur it is desirable to consider the interests, aspirations and qualifications of its own directors in filling such vacancies. Therefore, DISTRICT declares its support of giving first consideration to DIRECTOR when filling vacancies for which DIRECTOR may be qualified and apply.

4. WORK SCHEDULE:
   DIRECTOR'S annual working days will be set forth in the DISTRICT adopted calendar. The calendar of work days may be adjusted by the Superintendent based on DISTRICT needs. As of the date of this Agreement, the number of contracted days for the position assigned to DIRECTOR, and the beginning and ending days of each contract year, is as follows: **260 days (July 1 – June 30)**

5. EVALUATION:
   Each year, DIRECTOR and DIRECTOR's supervisor shall confer and establish reasonable performance goals for DIRECTOR. DIRECTOR will maintain satisfactory performance in assigned role as evidenced by an annual evaluation, based upon the performance standards of their role, to be completed no later than June 30th of each year.

6. COMPENSATION:
   A. Compensation for DIRECTOR shall be as set forth in Appendix A – Director Salary Schedule, which is attached and incorporated into this contract. The cost of living increase will be 3.00% for each of the following three school years (26/27, 27/28, 28/29). The Superintendent will confer with the DIRECTOR with respect to COLA annually if needed. Cost of living increases will be effective July 1 of each year.
      It is understood and agreed that payment of the salaries and benefits stated in Appendix A – Director Salary Schedule in this contract and the obligation of DISTRICT is subject to the availability of funds. New directors, may be placed at a higher entry salary, if in the judgment of the Superintendent, such placement is justified.

7. **Longevity:** Longevity will be paid out in 12 equal installments based on the appropriate schedule attached in Appendix A.
   A. Employees hired July 1, 2014-June 30, 2023 will become eligible for longevity on July 1 after 5 full years of continuous employment as described in Appendix A – 'Longevity Schedule for Employees Hired July 1, 2014-June 30, 2023.

B. Employees hired on or after July 1, 2023, will become eligible for longevity on July 1 after 9 full years of continuous employment in as described in Appendix A – 'Longevity Schedule for Employees Hired on or after July 1, 2023.'

8. BENEFITS:
In addition to the compensation, set forth in Section 6 above, DIRECTOR shall be entitled to the following benefits: Health Insurance: DIRECTOR will pay premium percentages for medical, dental, and vision insurance based on the following table:

Coverage	Employee Premium %	District Premium %
Employee Only	0%	100%
Employee Plus Child(ren)	9%	91%
Employee Plus Spouse	11%	89%
Employee Plus Family	10%	90%

A. Changes may be made on an annual basis, based on insurance renewal dates. Currently, changes can be made during open enrollment each year, and become effective with the insurance plan year.
B. "Employee only" coverage will be guaranteed at no cost for the duration of this Agreement.
C. Any increase in premiums for these coverages, after the insurance renewal date, in a single insurance year shall be paid by the District.
D. Employees who have medical coverage through another group plan may opt-out of the District-provided medical, prescription, dental, and vision coverage by providing proof of coverage. The District will then provide the employee with a taxable benefit in the amount of $400.00 per month. The employee may opt-out at open enrollment or during a qualifying life event.

9. PERS/OPSRP: The DISTRICT will pay the employee contributions, including the "pickup contribution" (6%), to the Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement Program (OPSRP).

10. CELL PHONE: Based on the preference of the DIRECTOR, DIRECTOR will receive a cell phone stipend of $65 per month from the DISTRICT or DISTRICT will provide a work cell phone with paid service plan for DIRECTOR.

11. AUTO ALLOWANCE: DIRECTOR will receive a monthly auto stipend of $100 to cover mileage in and around Ashland and the Rogue Valley. D*irectors who do not have a district vehicle available for day to day driving are eligible for auto allowance.*

12. HOLIDAYS: DIRECTOR shall receive the following paid holidays:
Labor Day, Veterans Day, Indigenous Peoples' Day, Thanksgiving & the day after, Christmas & either the day before or after, New Year's Day, MLK Day, President's Day, Memorial Day, Juneteenth & Independence Day.
A. Directors must work, or be on pre-approved paid time off the scheduled workdays before and after the holiday to be eligible for the paid holiday.

13. PAID LEAVE:
A. Vacation: Up to half of DIRECTOR's annual vacation time may be reimbursed at their daily rate if not used*, and any unused time beyond that can be rolled over up to a maximum accrual of 28 days (224 hours).* The anniversary date for the vacation year is the first day of July and Directors who earn vacation will be able to utilize earned vacation days beginning July 1. Schedules for vacations shall be coordinated with DIRECTORS immediate supervisor.

DIRECTORS who work year-round (12 months) shall receive paid vacation days in accordance with the following schedule:

Yrs of District Service	**Annual Vacation**	**Maximum Accrual**
0-11 months	Accrual of 1.5 days/full mo. worked	18 days (144 hrs)
1 year – 5 years	18 days (144 hours)	28 days (224 hrs)
6 years plus	23 days (184 hours)	28 days (224 hrs)

DIRECTORS who work less than a 12-month calendar will not be entitled to earn vacation days. However, they

will be entitled to three (3) paid days per year (formerly known as "personal days") at their discretion, coordinated with the immediate supervisor. These three (3) days will not be paid out if not used prior to June 30.

B. Sick Leave: DIRECTOR shall be entitled to twelve (12) days of sick leave each contract year. Sick leave not used in a contract year will carry over to the next contract year.
   - Once sick leave is exhausted, in the event DIRECTOR cannot perform their scheduled duties due to extended illness or injury, DIRECTOR may request from the District School Board an extended leave of absence for a period of up to one (1) year without pay.

C. Family Sick Leave: DIRECTOR shall be entitled to three (3) days of family sick leave each contract year (non-accumulative).

D. Bereavement Leave: DIRECTOR shall be entitled to three (3) bereavement leave days with pay each contract year; Non-accumulative. The District shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leave. The paid bereavement leave in this section shall run concurrently with leave under OFLA.

E. Jury Duty: DIRECTOR will receive leave with pay for jury service. DIRECTOR should advise the court that they are on paid leave and should receive no compensation from the court. If excused from jury service during any day, DIRECTOR will return to work.

F. Additional Leave: The Superintendent at their discretion may authorize additional paid leave under conditions of emergency, hardship, or benefit to the District.

14. EXPENSES: DIRECTOR will use their district issued "P-card" to pay business expenses. Business expenses include, but are not limited to travel-related expenses, professional dues, registrations and publications. All P-card expenses will be reviewed and approved by the DIRECTOR's supervisor.

A. Travel: All travel outside the Rogue Valley will be reviewed with and approved by the Superintendent prior to booking.
   - Mileage will be reimbursed at the current IRS rate for miles driven on behalf of DISTRICT or DIRECTOR may choose to use their P-card for fuel purchases made during business travel.
   - Meal and lodging expenses are expected to be kept within the rates established by the General Services Administration (GSA) located at www.gsa.gov/perdiem.

15. RETIREMENT BENEFITS:

A. Legacy Supplemental Benefits:

If at retirement, he meets the following qualifications, Steve Mitzel, will be eligible for the Supplemental Benefits described below in "i" & "ii":

- Hired with the DISTRICT on or before July 1, 2004.
- Continuous DISTRICT employment at least 20 hrs/wk for 20 years or more.
- Employed full-time with the DISTRICT at the time of retirement.
- Eligible for retirement benefits under PERS at the time of retirement from the District.
- Provided DISTRICT Four (4) months notice of intent to retire.

i Health Insurance: The District will provide "medical only" insurance coverage for the retiree and their spouse and dependent children, if any, until the retiree is Medicare eligible or a maximum of ten (10) years, whichever comes first. DIRECTOR will be responsible for a portion of the month premiums as noted below:

Retiree Only: 0%
Dependents: No more than twice the out-of-pocket premium as current actively employed DIRECTORS.

ii Sick Leave Stipend: based on the number of accumulated unused sick leave days at time of retirement.

Accumulated Sick Leave Days	Monthly Stipend
150-199	$50
200-249	$75
250+	$100

**Note: All legacied supplemental benefits listed above cease upon re-employment or the death of the retiree. Those employees receiving supplemental retirement benefits as of July 1, 2004, will continue to receive those supplemental retirement benefits at the same level as the contract language specified at the time of their retirement from the District.*

B. Retiree Benefits:

i Health Insurance: The District will make "medical only" insurance coverage available for retiree to purchase at the full monthly premium. Retiree and spouse are eligible to remain on the plan until they each become Medicare eligible, dependent children, if any, are eligible until age of majority.

C. 403(b): The DISTRICT provides a Tax Sheltered Annuity (TSA) Matching Program; 403(b) for DIRECTOR. The intent of this program is to provide financial assistance during retirement to support medical insurance needs.

i DIRECTORs may contribute to the 403(b) a minimum of $50 per month and up to the allowable legal minimum.

ii For DIRECTORs hired after July 1, 2007 who choose to participate in the program, DISTRICT will contribute to the 403(b) based on the following schedule:

Months of Plan Participation	Monthly District Contribution
1-120	$50
121-240	$60
241-360	$180

iii DIRECTORs hired prior to July 1, 2007 may choose to participate in the 403(b), but are not eligible for the DISTRICT contribution, unless they also choose to give up the legacy health insurance described above in section 15i.

iv DIRECTOR may adjust their contribution at any time. The 403(b) is portable and will follow DIRECTOR should DIRECTOR leave employment with DISTRICT. The 403(b) is fully vested after 6 years of participation. All accounts are fully vested at the Normal Retirement Age. The Plan's Normal Retirement Age is the later of age 55 or 6 Years of participation.

16. INDEMNIFICATION:
DISTRICT agrees that except for intentional, wanton or reckless acts, it shall defend, hold harmless and indemnify DIRECTOR from any and all demands, claims, suits, actions and legal proceedings brought against them in their individual capacity, or in their official capacity as agent and employee of DISTRICT, provided the incident arose while DIRECTOR was acting *in good faith* and within the scope of DIRECTOR's employment.

IN WITNESS WHEREOF, this contract has been executed effective as of the date last set forth below.

By: _____ _____
Superintendent Date

By: _____ _____
Director Date

Appendix A – Director/Supervisor Salary Schedule

2026-27 (actual amounts to be verified by payroll)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Transportation Supervisor	$82,101	$84,974	$87,948	$91,027	$94,212	$97,510	$100,923	$104,455
Nutrition Services Supervisor	$82,101	$84,974	$87,948	$91,027	$94,212	$97,510	$100,923	$104,455
Maintenance Supervisor	$91,476	$94,677	$97,990	$101,421	$104,969	$108,644	$112,447	$116,382

Student Services Director	$133,965	$136,243	$138,559	$141,330.	$144,157	$147,040	$150,716	$155,237
Business Services Director	$133,965	$136,243	$138,559	$141,330.	$144,157	$147,040	$150,716	$155,237

Longevity Schedule

Staff hired 7/1/2014-6/30/2023

*Nutrition Services Director will transition to this longevity schedule.

Year 5 - 7	$1,500.00
Year 8 - 10	$2,500.00
Year 11 - 13	$3,500.00
Year 14 - 16	$4,500.00
Year 17-19	$5,500.00
More than 20 years	$6,500.00

Staff hired on or after 7/1/23

Year 9	Year 15
$2,500.00	$3,750.00

Ashland School District
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This CONTRACT made and entered into between JACKSON COUNTY SCHOOL DISTRICT 5, hereinafter called "DISTRICT," and {Administrator Name}, hereinafter referred to as "ADMINISTRATOR," to perform the duties of {insert title}.

WITNESSETH:

WHEREAS, ADMINISTRATOR holds a valid State of Oregon Administrative License or is otherwise fully qualified and certified to perform the duties outlined in ADMINISTRATOR's job description in and for DISTRICT, and as may be from time to time assigned by the Superintendent, under the control and general supervision of the DISTRICT School Board.

NOW, THEREFORE, for and in consideration of the mutual promises and contracts hereinafter contained and for other valuable consideration, DISTRICT hereby employs ADMINISTRATOR and ADMINISTRATOR hereby accepts employment with DISTRICT upon the terms and conditions following:

1. DUTIES:
   ADMINISTRATOR shall well, faithfully, and fully perform the duties of the position assigned according to the law and the rules now or hereafter in effect relating to the performance of such position, including but not limited to such duties as the DISTRICT School Board and Superintendent may lawfully require. Any consultative or other professional activities performed by ADMINISTRATOR will not conflict or interfere with the performance of ADMINISTRATOR's duties to the DISTRICT.

2. TERM:
   The term of this contract shall be for one contract year for ADMINISTRATORS in a probationary period, beginning on July 1, 2026. Following completion of any probationary period, the District will issue and renew administrator contracts as three (3) year contracts. For non-probationary ADMINISTRATORS the term of this contract shall be for three years beginning July 1, 2026 and ending on June 30, 2029.

3. ASSIGNMENT/RE-ASSIGNMENT:
   DISTRICT has the right to assign ADMINISTRATOR and may reassign or transfer ADMINISTRATOR if it is determined it is in the best interests of the District. The transfer shall not result in a reduction in the daily rate of pay. If the re-assignment is at a lower classification, ADMINISTRATOR's daily rate of pay shall be frozen at the current level until the lower daily rate of pay catches up to the higher daily rate of pay. Salary will be adjusted by the number of days specified for the assigned position.

4. VACANCIES:
   DISTRICT recognizes that when vacancies occur, it is desirable to consider the interests, aspirations, and qualifications of its Administrators in filling such vacancies. Therefore, DISTRICT will, in advance of filling a position, communicate to all Administrators when a vacancy occurs and will give first consideration to Administrators when filling vacancies for which they may be qualified and apply.

5. WORK SCHEDULE:
   ADMINISTRATOR is available to work year-round to improve DISTRICT's educational program and to enhance professional growth. ADMINISTRATOR is expected on-site when school is in session. When school is in recess, ADMINISTRATOR may arrange their own work schedule unless otherwise directed by the Superintendent. When school is not in session, it is ADMINISTRATOR's responsibility to ensure communication with the Superintendent.

   ADMINISTRATOR's annual working days for the purposes of applying accrued sick leave and PERS

benefits upon retirement is **220 days.** ADMINISTRATOR is expected to work 220 days within a work calendar that runs August through June unless prior arrangements are made with the Superintendent.

ADMINISTRATOR and DISTRICT recognize that situations occur which may require ADMINISTRATOR to work outside of their regular work calendar. When ADMINISTRATOR is required to work more than two days outside their calendar, ADMINISTRATOR will be compensated either through flexed time or stipend. ADMINISTRATOR's preference will be given consideration. Building Administrators will report to school sites on emergency closure days to ensure students are not left unattended.

6. DISCIPLINE AND DISCHARGE:
   To the extent applicable to ADMINISTRATOR, DISTRICT will comply with all procedures contained in the Accountability For Schools For the 21st Century Law, ORS 342.805 through 342.937, as may be amended, regarding discipline or discharge of ADMINISTRATOR.

7. CONTRACT EXTENSIONS/NON-EXTENSIONS:
   The DISTRICT will comply with ORS 342.845(5)(c), which states:
   The district school board may elect not to extend ADMINISTRATOR's contract for any cause the school board, in good faith, considers sufficient. Prior to March 15 of the second year of ADMINISTRATOR's contract, the school board shall take one of the following actions:
   A. Issue a new three-year contract.
   B. Give written notice that the contract will not be extended beyond the end of the current three-year contract.
   C. Extend the existing contract for one year.

   PROBATIONARY ADMINISTRATOR CONTRACT EXTENSIONS/NON-EXTENSIONS:
   In compliance with ORS 342.845(5)(a), ADMINISTRATOR shall serve a probationary period that does not exceed three years. Prior to March 15 of each annual contract, the DISTRICT shall do one of the following:
   D. Issue a new one-year contract or, upon ADMINISTRATOR's successful completion of the probationary period, issue a three-year contract to ADMINISTRATOR.
   E. Give written notice of non-extension.

8. CONSTITUENT FEEDBACK:
   ADMINISTRATOR will participate in an annual constituent survey with the purpose of receiving feedback from site staff. ADMINISTRATOR will use the data from the survey in reflective practice and professional practice goal setting. Survey data will not be used as data for evaluation unless mutually agreed upon between ADMINISTRATOR and the Superintendent.

9. EVALUATION:
   Each year during the term of this contract, ADMINISTRATOR and their supervisor shall confer and establish reasonable performance goals for ADMINISTRATOR. Goals will be based on the core administrator performance standards of professional practice and evaluation procedures as outlined in the evaluation rubric. The Superintendent will evaluate Principals and Directors. Assistant Principals will be evaluated by their building Principal.

   ADMINISTRATOR will maintain satisfactory performance in ADMINISTRATOR's assigned role as evidenced by an annual evaluation based upon those performance standards, to be completed no later than June 30 of each year.

10. COMPENSATION:
    Compensation for ADMINISTRATOR shall be as outlined in Appendix A – Administrative Salary Schedule, which is attached and incorporated into this contract.

    A. BASE RATE
       The base daily rate for Assistant Principals and Assistant Directors (collectively, "AP/AD") shall be equal to the daily rate set forth in Column D, Row 18 of the District's Certified Salary Schedule, as may be amended from time to time.

B. ADMINISTRATOR DAILY RATES

The daily rates for site principals shall be calculated as a percentage increase above the AP/AD base daily rate, as follows:

a. Elementary School Principal: Five percent (5%) above the AP/AD base daily rate.
b. Middle School Principal: Ten percent (10%) above the AP/AD base daily rate.
c. High School Principal: Fifteen percent (15%) above the AP/AD base daily rate.

C. APPLICATION

The percentages identified above shall be applied to the AP/AD base daily rate to determine the applicable principal daily rate. All resulting calculations shall be subject to standard District payroll practices, including rounding conventions, if any.

D. It is understood and agreed that payment of the salaries and benefits stated in Appendix A – Administrative Salary Schedule in this contract and the DISTRICT's obligation is subject to the availability of funds. New Administrators may be placed at a higher entry salary, if in the judgment of the Superintendent, such placement is justified. The base salary for Administrators will be examined periodically for comparability among like districts in the state and the salary gap between Administrators and Ashland Certified staff.

E. Administrators required by the Superintendent to participate in or facilitate a School Board committee will be compensated in the following manner:

Administrators Role	**Number of Annual Meetings**		
	4	**5-9**	**10+**
Participant	$500.00	$750.00	$1000.00
Facilitator	$1000.00	$1500.00	$2000.00

11. ADMINISTRATOR BENEFITS:

In addition to the compensation set forth in Section 9 above, ADMINISTRATOR shall be entitled to the following benefits:

A. DISTRICT will obtain and pay the premiums for a term life insurance policy on ADMINISTRATOR in the amount of $150,000. DISTRICT's obligation to continue paying the premiums terminates with the termination of ADMINISTRATOR's employment.
B. ADMINISTRATOR pays a monthly premium for long-term disability income protection until eligible for disability income protection through PERS.
C. ADMINISTRATOR will pay the same premium percentages for medical, dental and vision insurance as other certified staff. Additionally, ADMINISTRATORS shall receive the same opt out benefit as certified staff.
D. PERS/OPSRP: DISTRICT will pay the employer and employee contributions to the Oregon Public Employees Retirement System (PERS)/Oregon Public Service Retirement Program (OPSRP).
E. Based on ADMINISTRATOR's preference, ADMINISTRATOR will receive a cell phone stipend of $65 per month from DISTRICT or DISTRICT will provide a work cell phone with paid service plan for ADMINISTRATOR.
F. DISTRICT shall pay tuition for classes relevant to ADMINISTRATOR's position; such coursework shall be limited to ten units annually.
G. To encourage professional writing, DISTRICT will pay up to $2,000 annually to ADMINISTRATOR for the following works published within the contract year:
   a. For each professional book published: $800.
   b. For each article published in a refereed professional journal or a chapter in a professional text: $200.

12. HOLIDAYS:

ADMINISTRATOR shall receive the following paid holidays: Labor Day, Veterans Day, Indigenous

People's Day, New Year's Day, MLK Day, President's Day, Memorial Day, & Juneteenth.

13. PAID LEAVE
    A. Sick Leave: ADMINISTRATOR shall be entitled to twelve (12) days of sick leave each contract year. Sick leave not used in a contract year will carry over to the next contract year. Sick leave may be used for the illness, injury, or medical appointment of the Administrator, and for qualifying family illness and care consistent with state and federal law.
    B.
        a. Up to 75 sick leave days accumulated during employment in another Oregon Public School shall, upon verification, be credited to ADMINISTRATOR's sick leave account after 30 days of service to DISTRICT.
        b. Once sick leave is exhausted, in the event ADMINISTRATOR cannot perform their scheduled duties due to extended illness or injury, ADMINISTRATOR may request from the DISTRICT School Board an extended leave of absence for a period of up to one (1) year without pay.
    C. Family Sick Leave: ADMINISTRATOR shall be entitled to four (4) days of family sick leave each contract year (non-accumulative). Family sick leave days described are available first for family illness and care. After family sick leave is exhausted, accrued sick leave under 13.A may be used for qualifying family illness and care.
    D. Personal Leave: ADMINISTRATOR shall be entitled to four (4) personal leave days during each contract year (non-accumulative).
    E. Bereavement Leave: ADMINISTRATOR shall be entitled to three (3) bereavement leave days with pay each contract year; Non-accumulative. Upon request, two (2) additional paid bereavement days may be authorized by the Superintendent. The District shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leave. The paid bereavement leave in this section shall run concurrently with leave under OFLA.
    F. Additional Leave: The Superintendent at their discretion may authorize additional paid leave under conditions of emergency, hardship, or benefit to DISTRICT.

14. RETIREMENT BENEFITS:
    A. SUPPLEMENTAL RETIREMENT BENEFITS FOR ADMINISTRATORS HIRED PRIOR TO JULY 2007:

    After completing the required years of service *(see appendix A for a complete table of qualified individuals and years of service requirements*) with DISTRICT and upon eligibility to receive PERS benefits, ADMINISTRATOR will be eligible for the following supplemental retirement benefits:

        a. A monthly stipend beginning in the month following retirement of $225 per month for 84 months or until Medicare eligible, whichever first occurs.
        b. An additional monthly stipend based on continuous years of district service, as noted in the table below:

Years of Service	Monthly Stipend
10-14	$50
15-19	$75
20 or more	$100

If ADMINISTRATOR retires from the District after becoming Medicare eligible, DISTRICT will provide a one-time years of continuous service payout as noted in the table below:

Years of Service	One Time Payout Amount
10-14	$4,200
15-19	$6,300
20 or more	*Amount equal to 1 month of the highest annual salary of the last 5 years of employment.*

        c. Upon retirement from the school district, apart or in concert with retirement from the state PERS system, ADMINISTRATOR will be eligible to continue full family coverage on

DISTRICT's medical, vision, and dental insurance plan until Medicare eligibility. The retiree will pay the same percentage of the monthly premium paid by active Administrators plus 5%.

- Insurance coverage shall temporarily cease upon ADMINISTRATOR becoming eligible for group medical coverage through other employment. When ADMINISTRATOR returns to retired status, benefits may be reinstated as per this Agreement.
- Upon the retiree's death, their surviving spouse may continue coverage by paying the full premium until Medicare eligibility.
- ADMINISTRATOR may choose to participate in the 403(b) but is not eligible for DISTRICT contribution unless they also choose to opt-out of the legacy health insurance.

B. RETIREMENT BENEFITS FOR ADMINISTRATORS HIRED AFTER JULY 2007:

a. 403(b): DISTRICT provides a Tax Sheltered Annuity (TSA) Matching Program; 403(b) for ADMINISTRATOR. The intent of this program is to provide financial assistance during retirement to support medical insurance needs.

- ADMINISTRATOR shall contribute a minimum of $50 per month and up to the allowable legal maximum. DISTRICT will contribute to the 403(b) based on the following schedule:

Months of Plan Participation	Monthly District Contribution
1-120	$50
121-240	$60
241-360	$180

- ADMINISTRATOR may adjust their contribution at any time. The 403(b) is portable and will follow ADMINISTRATOR should they leave employment with DISTRICT. The 403(b) is fully vested after six (6) years of participation.

b. Years of Continuous Service Pay-Out: Upon retirement, ADMINISTRATOR will be eligible for a one-time years of service payout according to the following table:

Years of Service	One Time Payout Amount
10-14	$4,200
15-19	$6,300
20 or more	Amount equal to 1 month of the highest annual salary of the last 5 years of employment.

Retirees may elect a direct cash payment or contribution to their 403(b).

15. PROFESSIONAL DUES:

A. DISTRICT will pay ADMINISTRATOR's COSA annual membership dues.

B. ADMINISTRATOR is authorized a budget of $1500 annually for professional dues, publications, conference registrations or other staff development activities as approved by the Superintendent.

16. EXPENSES:

All expenses incurred by ADMINISTRATOR on approved business travel shall be covered through use of DISTRICT P-card or reimbursed upon presentation of paid receipts. This includes travel, room, and meals. ADMINISTRATOR may either pay fuel expenses with DISTRICT P-card, or DISTRICT will reimburse at the rate per mile equal to that allowed by the United States Internal Revenue Service for each mile traveled.

17. LAYOFF AND RECALL:

DISTRICT will determine when layoffs are necessary and which program areas may be affected. Recognized reasons for layoffs are lack of funds to continue educational programs or administrative decisions regarding reducing or eliminating programs.

When DISTRICT considers an administrative layoff, the Superintendent will consult with the Administrative team to discuss alternatives to layoff. If no other options can be adopted and layoff will occur, the following process will be implemented.

A. Layoff: Administrators will be listed by seniority on a layoff list. Seniority will be determined

by the contractual hire date. Lots will be drawn to determine seniority when the contractual hire date of two or more Administrators is within 30 days.
If using seniority creates an Administrative assignment that does not match the person's skill set, experience will be considered in identifying the person to be laid off.

B. Recall: Administrators will remain on a recall list for 27 months after the layoff. If a vacancy occurs within that time for which the laid off Administrator is qualified, that position will be offered to the Administrator.

For purposes of this section, "skill set" means current licensure and endorsements, documented prior administrative assignments, and demonstrated competency in the core duties of the remaining assignment. "Experience" means years in comparable administrative roles and documented performance evidence.

18. INDEMNIFICATION:
DISTRICT agrees that except for intentional, wanton or reckless acts, it shall defend, hold harmless and indemnify ADMINISTRATOR from any and all demands, claims, suits, actions, and legal proceedings brought against them in their individual capacity or in their official capacity as agent and employee of DISTRICT, provided the incident arose while ADMINISTRATOR was acting *in good faith* and within the scope of ADMINISTRATOR's employment.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date last set forth below.

By: _____ _____
Superintendent Date

By: _____ _____
Administrator Date

APPENDIX A

Supplemental Retirement Benefits:
Years of service requirement for each admin hired prior to July 2007.

Years of Service	***Administrator(s)***
20	*Steve Retzlaff, Christine McCollom, Rebecca Gyarmathy*
14	*Debbie Schaeffer Pew*

ADMINISTRATOR SALARY SCHEDULE 2026-27:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Principal AHS (Base x 1.15)	$128,749.17	$132,933.52	$137,253.86	$141,714.61	$146,320.33	$151,075.74	$155,985.70	$161,055.24
Principal AMS (Base x 1.1)	$123,151.38	$127,153.80	$131,286.30	$135,553.10	$139,958.58	$144,507.23	$149,203.72	$154,052.84
Principal - Elementary (Base x 1.05)	$117,553.59	$121,374.08	$125,318.74	$129,391.60	$133,596.83	$137,938.72	$142,421.73	$147,050.44
Assistant Principal (Base = Highest Teacher Daily)	$111,955.80	$115,594.36	$119,351.18	$123,230.09	$127,235.07	$131,370.21	$135,639.74	$140,048.04
Athletic Director (Base = Highest Teacher Daily)	$111,955.80	$115,594.36	$119,351.18	$123,230.09	$127,235.07	$131,370.21	$135,639.74	$140,048.04

ADMINISTRATOR LONGEVITY SCHEDULE

For years of service as an administrator in the Ashland School District

Year 9-14	Year 15+
$3,200.00	$5,300.00

Executive Directors

2026-27 Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Executive Admin new 26-27	$155,466	$158,109	$160,797	$163,530	$166,310	$169,138	$172,013	$174,937

Notes on Policy BBAA

- Part of the April 2026 Policy Update
- Highly recommended
- OSBA recommends deleting our current version and replacing it with the new versions
- Workgroup reviewed selections on 7/2/26
- Redline version is the recommended new policy
- **Summary:** There have been several changes to Oregon Public Meetings laws over the last few years. These include statutes from the Oregon Legislature and rules from the Oregon Government Ethics Commission. In 2026, the Legislature passed House Bill 4177, but it will not go into effect as it was vetoed by the governor. The policies included in this update include language that matches the new laws.

~~OSBA Model Sample Policy~~
Ashland School District

Code: BBAA
Adopted: date

Board Member's Authority and Responsibilities

An individual Board member exercises the authority and responsibility of their position when the Board is in a meeting which is being held in accordance with Oregon's Public Meetings Law. A Board member has the authority to act in the name of the Board only when authorized by a specific Board motion. The affirmative vote of the majority of members of the Board is required to transact any business.

When authorized to act as the district's designated representative in collective bargaining, a Board member may make and accept proposals in bargaining subject to subsequent approval by the Board.

Board members may speak on behalf of the Board or district only when specifically authorized to do so. Any other statements do not represent the position of the Board or district. When expressing personal opinions in public, Board members are encouraged to clearly identify the opinions as their own.

All Board members shall maintain awareness of relevant district information and participate in Board functions and professional Board development activities.

All members of the Board will adhere to the following in carrying out the responsibilities of membership:

1. Request for Records

   Any individual Board member who desires a copy of an existing record may make such a request to the superintendent. Requests involving confidential records or significant staff time will be referred to the Board for approval. A copy of such request shall be sent to each member of the Board. Upon completion of such report or survey, the superintendent may submit copies to each member of the Board.

2. Requests for Legal Opinions~~{[1]}~~

   Requests for legal advice or opinions by a Board member that will incur a cost for the district must be approved by a majority vote of the Board before the request is made to legal counsel. The Board chair is authorized to obtain legal advice or opinions if advantageous to do so prior to the next meeting (e.g., advice regarding an executive session or a decision to invite district legal counsel) without a need for Board approval. Legal counsel is responsible to the Board.

3. Action on Complaints or Requests Made to a Board Member

PROPOSED

~~[1] {Consider how board members obtain legal advice and whether a cost is associated with that. Does the Board want individual board members to be able to contact attorneys at PACE or OSBA (no bill accrued) on their own, or does the Board want them to get Board approval first? Do you want individual Board members to be able to contact attorneys that will bill the district on their own, or do you want them to get board approval first?}~~

When a Board member receives complaints or requests for action from staff, students or members of the public, the Board member will direct the staff, students, members of the public to the public complaint policy Board policy KL – Public Complaints. Such information will be conveyed to the superintendent. An individual Board member is not authorized to independently act on complaints.

4. Board Member's Communication with Administration

No individual Board member may direct the superintendent or other staff to action without Board authorization. No Board member will intervene in the administration of the district or its schools.

5. Contracts or Agreements

All district contracts must be approved by the Board, unless otherwise delegated by the Board to the superintendent or designee for approval before an order can be drawn for payment. If a contract is made without authority of the Board, the individual making such contract shall be personally liable.

6. Visits to Schools

A Board members may visit schools in accordance with Board policy BG – Board–Staff Communications.

7. Public Meetings Law

All Board members will comply with Public Meetings Law[, including participating in an approved[2] training at least once during each term of office{[3]}].

8. Mandatory Reporting

A Board member having reasonable cause to believe that any child with whom the Board member comes in contact has suffered abuse or that any person with whom the Board member comes in contact has abused a child shall immediately make an oral report or cause an oral report be made to Department of Human Services[4] or local law enforcement.

9. Oregon Ethics Laws

All Board members will adhere to Oregon Government Ethics laws, including filing the statement of economic interest as required by Oregon Revised Statute (ORS) 244.

10. Confidential Information

All Board members will not disclose confidential information received as part of Board service.

11. Other Laws, Policies, Agreements and Procedures

PROPOSED

[2] Approved by the Oregon Government Ethics Commission.

~~[3] {Training is only required for districts with annual fiscal expenditures of $1M or more. See ORS 192.700.}~~

[4] (855) 503-SAFE (7233)

All Board members will follow all laws, Board policies, working agreements, and any other procedures established by the district.

END OF POLICY

Legal Reference(s):

ORS 192.311 – 192.478	ORS 332.045	ORS 332.075
ORS 192.610 – 192.705	ORS 332.055	ORS 332.107
ORS Chapter 244	ORS 332.057	ORS 419B.010

38 OR. ATTY. GEN. OP. 1995 (1978)
S. Benton Educ. Ass'n v. Monroe Union High Sch. Dist., 83 Or. App. 425 (1987).

PROPOSED

Ashland School District 5

Code: **BBAA**
Adopted: 5/23/02
Readopted: 5/08/17
Orig. Code(s): BBAA

Individual Board Member's Authority and Responsibilities

The Board is organized as a unit. Official action is taken only when members are sitting as a Board in regular or special session, and such action must be made a matter of record.

Board members recognize that they have no authority when they are not in attendance at a Board meeting.

Individual Board members do not have the authority to take action and make commitments or promises unilaterally. The consent to any particular measure obtained of individual members when not in session is not an act of the Board and is not binding on the district. If a contract is made without authority of the Board, the individual making such contract shall be personally liable.

The preceding statements are not intended to isolate or prevent individual Board members from listening and/or responding to constituents or to prevent Board members from bringing topics to the attention of the whole Board at official meetings.

Further, the individual Board member shall:

1. Have the same duties as the whole Board as stated earlier;

2. Attend meetings regularly, with the exceptions noted in Board policy BBE - Vacancies on the Board;

3. Commence attending Board meetings after taking the oath of office;

4. Perform other functions as designated by the Board or chair.

Individual Board members may make requests of the superintendent for reports or surveys prepared by the administrative staff. A copy of such request shall be sent to each member of the Board. Upon completion of such report or survey, the superintendent may submit copies to each member of the Board. Requests for written reports or surveys which require the employment of additional personnel or other expense shall be submitted to the Board for its consideration.

Any Board member may request a legal opinion. Such request, however, shall be made through the Board chair to the superintendent. If the legal opinion sought involves the superintendent's employment or performance, the request should be made to the Board chair. Legal counsel is responsible to the Board.

Individual Board members may place items on the agenda for Board meetings by submitting a written request to the superintendent before the published notice of the meeting.

END OF POLICY

DELETE

Legal Reference(s):

ORS 332.045
ORS 332.055
ORS 332.057
ORS 332.075

38 OR. ATTY. GEN. OP. 1995 (1978)
S. Benton Educ. Ass'n v. Monroe Union High Sch. Dist., 83 Or. App. 425 (1987).

Cross Reference(s):

BHD - Board Member Compensation and Expense Reimbursement

DELETE

Notes on Policy BD

- Part of the April 2026 Policy Update
- Highly recommended
- OSBA recommends deleting our current version and replacing it with the new version
- Workgroup reviewed selections on 7/2/26
- Redline version is the recommended new policy
- **Summary:** There have been several changes to Oregon Public Meetings laws over the last few years. These include statutes from the Oregon Legislature and rules from the Oregon Government Ethics Commission. In 2026, the Legislature passed House Bill 4177, but it will not go into effect as it was vetoed by the governor. The policies included in this update include language that matches the new laws.

Code: BD
Adopted: date

Board Meetings, Notices and Communications

PROPOSED

Definitions

"Communication" means the expression or transmission of information from one person to another through verbal, non-verbal, written, or electronic means. Non-verbal means include gestures, such as thumbs-up and thumbs-down, as well as sign language.

"Convening" means gathering in a physical location, using electronic, video or telephonic technology to be able to communicate contemporaneously among participants, using serial electronic written communication among participants, or using an intermediary to communicate among participants.

"Decision" means any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of the Board[1] is required, at any meeting at which a quorum is present.

"Decision-making process" means the process the Board engages in to make a decision, such as: (a) identifying or selecting the nature of the decision to be made; (b) gathering information related to the decision to be made; (c) identifying and assessing alternatives; (d) weighing information; and (e) making a decision.

"Deliberation" means discussion or communication that is part of a decision-making process.

"Executive session" means any meeting or part of a meeting of the Board that is closed to certain persons for deliberation on certain matters.

"Intermediary" means a person who is used to facilitate communications among members of the Board about a matter subject to deliberation or decision by the Board, by sharing information received from a member of the Board with other members of the Board. The term "intermediary" can include a member of the Board.

"Meeting" means the convening of the Board for which a quorum is required in order to make a decision or to deliberate toward a decision on any matter. Meeting does not include any on-site inspection of any project or program or the attendance of members of the Board at any national, regional or state association to which the Board or the members belong.

"Public Meetings Law" means Oregon Revised Statutes (ORS) 192.610 – 192.705 and Oregon Administrative Rules (OAR) 199-040 and 199-050.

[1] This policy is written to apply to the Board. Other bodies, including Board committees, may be subject to public meeting laws. This policy may help other bodies understand what is required, but is intended as direction for the Board.

"Quorum" means the minimum number of members of the Board required to legally transact business. For the Board, a quorum is ~~[~~three~~{[2]}]~~ Board members.

"Work session" or "workshop" means meetings held for the purpose of either presenting information to the Board to prepare for a regular or special meeting, or to allow the Board to engage in preliminary discussions or deliberations.

Board Authority at Meetings

The Board has the authority to act only when a quorum is present at a properly noticed regular, special or emergency meeting. The affirmative vote of ~~[~~three~~{[3]}]~~ members of the Board is required to transact any business.

Types of Meetings

The Public Meetings Law applies to all regular, special, emergency, executive session and work session meetings of the Board.

1. Regular Meetings

   The regular meeting schedule will be established at the annual organizational meeting each year and may be changed by the Board with public notice. The purpose of each regular meeting will be to conduct the regular Board business.

2. Special Meetings

   A special meeting may be scheduled when less than a quorum is present at a regular meeting and therefore no business may be conducted, additional business still needs to be conducted at the ending time of a meeting, conducting business prior to the next regular meeting would be advantageous to the district, or other reasons. Special meetings may be convened by the Board chair, upon request of three Board members, or by common consent of the Board.

3. Emergency Meetings

   Emergency meetings may be called in the case of an actual emergency upon appropriate notice under the circumstances. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

4. Work Sessions

   The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will

PROPOSED

[2] {ORS 332.055 establishes the quorum as a majority. If the Board has five members, three constitute a quorum. If the Board has seven members, four constitute a quorum. If the Board has nine members, five constitute a quorum.}

[3] {ORS 332.055 provides "the affirmative vote of the majority of members of the board is required to transact any business." If the Board has five members, three votes are required. If the Board has seven members, four votes. If the Board has nine members, five votes.}

be conducted in accordance with Public Meetings Law. The Board may make official decisions during a work session.

5. Executive Sessions

Executive sessions may be held during regular, special or emergency meetings for a reason permitted by law. (See Board policy BDC – Executive Sessions).

Communications Outside of a Board Meeting (Serial Meetings Prohibited)

Private meetings where a quorum of the Board engages in discussions or communications that are part of the Board's decision-making process on matters within the authority of the Board violate Public Meetings Law, except as part of an executive session.

A quorum of Board members shall not, outside of a meeting conducted in compliance with Public Meetings Laws, use a series of communications of any kind, directly or through intermediates, for the purpose of deliberating or deciding on any matter that is within the jurisdiction of the Board. This prohibition applies to using any one or a combination of the following methods of communication:

1. In-person;
2. Telephone calls;
3. Videos, videoconferencing, or electronic video applications;
4. Written communication, including electronic written communications, such as email, texts, and other electronic applications;
5. Use of one or more intermediaries to convey information among members; and
6. Any other means of conveying information.

Communications outside of a Board meeting may contain communications between or among members of the Board, including a quorum, that are:

1. Purely factual or educational in nature and that convey no deliberation or decision on any matter that might reasonably come before the Board;
2. Not related to any matter that, at any time, could reasonably be foreseen to come before the Board for deliberation and decision; or
3. Nonsubstantive in nature, such as communication relating to scheduling, leaves of absence and other similar matters.

E-mails sent to other Board members are encouraged to have the following notice:

Important: Please do not reply or forward this communication if this communication could constitute a decision or deliberation toward a decision between and among members of the district board. Board member electronic communications on district business are subject to Public Meetings and Public Records Law.

PROPOSED

A quorum of Board members may attend social meetings or gatherings so long as no discussions or deliberations are had.

Meeting Location, Public Accommodations and Logistical Requirements

All meetings will be open to the public except as provided by law.

All Board meetings, including Board retreats and work sessions, will be held within district boundaries, except as allowed by law[4]. The Board may attend training sessions outside the district boundaries but may not deliberate or discuss district business. No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, age or national origin is practiced. Meeting locations shall be accessible to persons with disabilities.

Any Board meeting may be held in person, through the use of electronic or telephonic means, or in some combination of in-person, electronic or telephonic means.

Access to and the ability to attend all meetings (excluding executive sessions) by telephone, video or other electronic or virtual means will be made available when reasonably possible. For Board meetings (excluding executive session) held by telephone or other electronic means of communication, the district shall make available a place or an electronic means by which the public can listen to or view the meetings in real time. The place provided may be a place where no Board member is present.

For executive sessions where the media are statutorily authorized to be present, if any person, including any Board member, is attending the executive session by telephone, video, or other electronic means, the district shall provide members of the media the same attendance option. The district may establish reasonable security measures to ensure the media's attendance by telephone, video, or other electronic means is conducted through a secure connection or method.

If requested to do so at least 48 hours before a meeting held in public, the Board shall make a good faith effort to provide an interpreter for persons who are deaf or hard of hearing. The request should include the name of the requester, sign language preference and any other relevant information requested. If the meeting is being held upon less than 48 hours' notice and a request for an interpreter is made, the Board shall make a reasonable effort to have an interpreter present. Other appropriate aids and services may be provided upon request and appropriate advance notice.

~~{~~If requested to do so at least 72 hours before a meeting held in public, the Board will make a reasonable effort to provide translation services.~~{~~[5]~~}~~

Recordings or minutes will be kept for all meetings in accordance with state law and Board policy BDDG – Recordings or Minutes of Board Meetings.

All meetings shall comply with applicable provisions of the Oregon Indoor Clean Air Act.

PROPOSED

[4] ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction if no deliberations toward a decision are involved.

[5] {Districts are encouraged to evaluate translation needs and resources prior to adding this language. A district may decide that translating the agenda, minutes or other documents, or public comment is sufficient.}

[The possession of a firearm, deadly weapon or any other instrument used as a dangerous weapon is prohibited at Board meetings, except as authorized by law.{[6]}]

Public Notice Requirements

The district posts public notice{[7]} of its meetings on the district's website or on a publicly accessible website hosted by a third-party that is linked to the district's website.

The public notice shall identify the following:

1. The time, date, location of the meeting, and, to the extent reasonably possible, will include the electronic link or telephone access information to allow members of the public to attend the meeting by telephone or electronic means;

2. The agenda or list of the principal subjects anticipated to be considered at the meeting and will be specific enough to permit the public to recognize matters in which they are interested. The Board may amend the agenda or may add or remove items from the list of principal subjects prior to or during a meeting. See Board policy BDDC – Board Meeting Agenda for additional meeting agenda information; and

3. The name, telephone number, and email address of a person at the district office to contact to request an interpreter or other communication aids or a statement that the district will provide a sign language interpreter or other communication aids at the meeting.

The district will provide notice to interested persons and news representatives who have requested notice through means reasonably calculated to provide actual notice to interested persons known to the Board.

For all regular meetings, the meeting notice shall be provided with as much advance notice as reasonably possible, but no less than 48 hours' advance notice.

For all special meetings, the meeting notice shall be provided with no less than 24 hours' advance notice.

For an emergency meeting, public notice shall be provided with as much advance notice as reasonably possible given the emergency circumstances. The district shall attempt to contact the media and other interested persons to inform them of the emergency meeting by telephone, email, social media, or other method reasonably calculated to provide actual notice. If reasonably possible under the emergency circumstances, the emergency meeting notice shall be conspicuously displayed on the district's website or on a publicly accessible website hosted by a third-party hosted and linked to the district's website.

PROPOSED

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[6] {ORS 166.670(1)(a) prohibits the possession of firearms or "any other instrument used as a dangerous weapon" on school grounds and in facilities occupied by the district, unless an exception applies. ORS 166.370(3)(g) provides an exception for persons "licensed under ORS 166.291 and 166.292 to carry a concealed handgun." ORS 166.377 allows districts to adopt a policy stating that this defense (the exception in ORS 166.670(3)(g)) does not apply "on the grounds of the schools controlled by the board." Some districts have adopted policy KGBB to do so.}

[7] {The public notice must be displayed conspicuously on the district's website. If the district does not maintain a publicly accessible website, the district shall satisfy the public notice requirements through other means such as posting on the Oregon Transparency Website, community postings, bulletin boards, newspaper notice, or any other means reasonably calculated to provide actual notice to the general public. Modify this sentence to communicate how the district publishes its public notices.}

If a meeting will include an executive session, the notice shall comply with the above notice requirements and the notice shall also identify the specific statutory citation and appropriate subsection and paragraph authorizing the executive session, as well as a general description of the statutory authorization. Example:

> "The Board will meet in executive session under ORS 192.660(2)(a) to consider the employment of a public officer, employee, staff member or individual agent."

If an executive session is to be part of an open regular, special, or emergency meeting, the notice shall comply with the above notice requirements and prior to entering the executive session, the Board chair shall make a public announcement and identify in open session the specific statutory provision and appropriate subsection and paragraph authorizing the executive session, as well as a general description of the statutory authorization (See Board policy BDC – Executive Sessions for additional information on executive sessions.)

Complaints

Complaints regarding Public Meetings Laws can be filed in accordance with Public Meetings Law complaint procedures outlined in Board policy KL – Public Complaints. Complaints must be filed within 30 days of the alleged violation.

~~[{~~[8]~~}~~**Mandatory Training**

Every member of the Board shall attend or view a training on Public Meetings Law as required by ORS 192.700 and Board policy BBAA – Board Member's Authority and Responsibilities.~~]~~

END OF POLICY

Legal Reference(s):

ORS Chapter 192
ORS 332.040 - 332.061
ORS 332.107
ORS 433.835 - 433.875
OAR 199-050-0005 – 199-050-0085

PROPOSED

[8] ~~{Training is only required for districts with annual fiscal expenditures of $1M or more. See ORS 192.700.}~~

PROPOSED

Ashland School District 5

Code: BD/BDA
Adopted: 9/12/05
Revised/Readopted: 5/08/17; 7/10/25
Orig. Code: BD/BDA

Board Meetings

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. "Meeting" means the convening of a quorum of the Board as the district's governing body to make a decision or to deliberate toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the governing body, i.e., a work session. The affirmative vote of the majority of members of the Board is required to transact any business.

All regular, special and emergency meetings of the Board will be open to the public except as provided by law. All meetings will be conducted in compliance with state and federal statutes. All Board meetings, including Board Retreats and work sessions, will be held within the district boundaries. The Board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business.[1] No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation[2], age or national origin is practiced.

The Board will give public notice reasonably calculated to give actual notice to interested persons, including those with disabilities, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they were not included in the notice.

If requested to do so at least 48 hours before a meeting is held in public, the Board shall provide an interpreter for hearing-impaired persons. Other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice. Communications with all qualified individuals with disabilities shall be as effective as communications with others.

All meetings held in public shall comply with the Oregon Indoor Clean Air Act and the smoking provisions contained in the Public Meetings Law.

The possession of dangerous or deadly weapons and firearms, as defined in law and Board policy, is prohibited on district property or other meeting locations.

1. Regular, Special and Emergency Meetings

   No later than the next regular meeting following July 1, the Board will hold an organizational meeting to elect Board officers for the coming year and to establish the year's schedule of Board

DELETE

[1] ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction as long as no deliberations toward a decision are involved.

[2] As defined in ORS 174.100.

meetings. In Board election years (odd numbered years), the first meeting will be held no later than July 31.

Generally, a regular Board meeting will be held each month from 6:30 to 9:00p.m. in the Ashland Council Chambers. With a successful motion of the Board, a meeting may include up to but no more than two thirty-minute extensions. The regular meeting schedule may be changed by the Board with proper notice. The purpose of each regular monthly meeting will be to conduct the regular Board business.

Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. A special meeting may also be scheduled if less than a quorum is present at a meeting or additional business still needs to be conducted at the ending time of a meeting. At least 24 hours' notice must be provided to all Board members, the news media, which have requested notice, and the general public for any special meeting.

Emergency meetings can be called by the Board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

DELETE

2. Communications Outside of Board Meetings

Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic communication. Electronic communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

Electronic communications may contain:

a. Agenda item suggestions;
b. Reminders regarding meeting times, dates and places;
c. Board meeting agendas or information concerning agenda items;
d. One-way information from Board members or the superintendent to each Board member (e.g., an article on student achievement or to share a report on district progress on goals) so long as that information is also being made available to the public;
e. Individual responses to questions posed by community members, subject to other limitations in Board policy.

3. Private or Social Meetings

Private or social meetings of a quorum of the Board for the purpose of making a decision or to deliberate toward a decision on any matter are prohibited by the Public Meetings Law.

4. Work Sessions

The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will

be conducted in accordance with the state law on public meetings, including notice and minutes. The Board may make official decisions during a work session.

5. Executive Sessions

Executive sessions may be held as an agenda item during regular, special or emergency meetings for a reason permitted by law. (See Board policy BDC - Executive Sessions)

END OF POLICY

Legal Reference(s):

ORS Chapter 192

ORS 255.335
ORS 332.040 - 332.061

ORS 433.835 - 433.875

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).
OR. ATTY. GEN. Public Records and Meetings Manual.

Cross Reference(s):

BDC - Executive Sessions

DELETE

Notes on Policy BDC

- Part of the April 2026 Policy Update
- Highly recommended
- OSBA recommends deleting our current version and replacing it with the new versions
- Workgroup reviewed policy and footnotes on 7/2/26
- Redline version is the recommended new policy
- **Summary:** There have been several changes to Oregon Public Meetings laws over the last few years. These include statutes from the Oregon Legislature and rules from the Oregon Government Ethics Commission. In 2026, the Legislature passed House Bill 4177, but it will not go into effect as it was vetoed by the governor. The policies included in this update include language that matches the new laws.

Code: BDC
Adopted: date

Executive Sessions

The Board may meet in executive session to discuss subjects allowed by statute under Oregon Revised Statute (ORS) 192.660 or ORS 332.061 but may not take final action in executive session except for the expulsion of a student and matters pertaining to or examination of the confidential records of the student in accordance with ORS 332.061.

An executive session may be included as an agenda item of a meeting open to the public in accordance with Board policy BDDC - Board Meeting Agenda or held as its own meeting. Public notice is required as outlined in Board policy BD – Board Meetings, Notices and Communications.

If an executive session is held as part of a meeting open to the public, the Board chair will announce the executive session in compliance with Board policy BD – Board Meetings, Notices and Communications and include and identify the appropriate statutory citation, appropriate subsection and the paragraph authorizing the session under ORS 192.660 or ORS 332.061 for holding such session and by noting the general subject of the executive session.

Example:

> "The Board will now meet in executive session under ORS 192.660(2)(a) to consider the employment of a public officer, employee, staff member or individual agent."

Prior to or at the beginning of the executive session, the Board chair may read the following[1]:

> "Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room."

The Board may hold an executive session:

1. To consider the employment of a public officer, employee, staff member or individual agent; may not include a discussion or negotiation of compensation (including salaries and benefits).[2]

PROPOSED

[1] This statement should be amended if ORS 192.660 does not require that representatives of the news media be allowed to attend, ORS 332.061 allows the Board to vote in executive session, or the Board will not be returning to open session following the executive session. This statement can also be included on the agenda.

[2] This provision does not apply to the filling of a vacancy in elective office or on any public committee, commission or other advisory group; or for the consideration of general employment policies. It also does not apply to the employment of the chief executive officer, other public officers, employees and staff members of the district unless:

a. The vacancy has been advertised;

(ORS 192.660(2)(a))

2. To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer[3], employee, staff member or individual agent who does not request an open hearing[4]; may not include a discussion or negotiation of compensation (including salaries and benefits). (ORS 192.660(2)(b))

3. To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d))

4. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))

5. To consider information or records that are exempt by law from public inspection.[5] (ORS 192.660(2)(f))

6. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.[6] (ORS 192.660(2)(h))

7. To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing[7]; may

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b. Regular hiring procedures have been adopted;
c. If hiring an officer, the public has had the opportunity to comment on the employment of the officer; and
d. If hiring a chief executive officer, the Board has adopted hiring standards, criteria and policy directives in meetings open to the public in which the public has had the opportunity to comment on the standards, criteria and policy directives.

[3] To determine whether the individual involved is considered a public officer, consult with legal counsel.

[4] Notice must be provided to the public officer, employee, staff member or individual agent in accordance with OAR 199-0040-0030. The public official must receive written notice of the meeting no less than one business day or 24 hours, whichever is greater, in advance of the meeting. The notice must include:

a. Identification of the governing body before which the matter will be considered (the Board);
b. The time, date and location of the meeting;
c. The purpose for which the governing body proposes to convene the executive session, including the citation to the applicable section of ORS 192.660 and the fact that the governing body will be considering the dismissal or disciplining of, hearing complaints or charges against, or reviewing and evaluating the performance of the public official receiving the notice; and
d. Information on how the public official may make a request for an open hearing.

[5] Consider including a reference to the law that exempts the information or records from public inspection in the notice.

[6] Legal counsel must be present in the executive session, either in-person or via electronic or telephonic communications.

[7] Notice must be provided to the chief executive officer, public officer, employee or staff member in accordance with OAR 199-0040-0030. The public official must receive written notice of the meeting no less than one business day or 24 hours, whichever is greater, in advance of the meeting. The notice must include:

a. Identification of the governing body before which the matter will be considered (the Board);
b. The time, date and location of the meeting;
c. The purpose for which the governing body proposes to convene the executive session, including the citation to the applicable section of ORS 192.660 and the fact that the governing body will be considering the dismissal or disciplining of, hearing complaints or charges against, or reviewing and evaluating the performance of the public official receiving the notice; and
d. Information on how the public official may make a request for an open hearing.

not include a discussion or negotiation of compensation (including salaries and benefits or a general evaluation of an agency, goal, objective or operation or any directive to personnel concerning agency goals, objectives, operations or programs.
(ORS 192.660(2)(i))

8. To consider matters relating to school safety or a plan that responds to safety threats made toward a school. (ORS 192.660(2)(k))

9. To consider matters relating to the safety of the governing body and of public body staff and volunteers and the security of public body facilities and meeting spaces. (ORS 192.660(2)(o))

10. To consider matters relating to cyber security infrastructure and responses to cyber security threats. (ORS 192.660(2)(p))

11. To review the expulsion of a minor student from a public elementary or secondary school. (ORS 332.061(1)(a))

12. To review matters pertaining to or examination of the confidential records of a student. (ORS 332.061(1)(b))

Members of the press may attend executive sessions except those matters pertaining to:

1. Deliberations with persons designated by the Board to carry on labor negotiations;

2. Hearings on the expulsion of a minor student or examination of the confidential records of a student; and

3. Current litigation or litigation likely to be filed if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including the student's confidential records; the discussion; and each Board member's vote on the issue.

Recordings or minutes shall be kept for all executive sessions in accordance with state law and Board policy – BDDG – Recordings and Minutes of Board Meetings.

Content discussed in executive sessions and recordings or minutes for executive sessions are confidential except as provided by law. Board members, district employees and the media are instructed not to disclose information obtained in executive session except when specifically authorized to do so or as required or allowed by law.

END OF POLICY

PROPOSED

Legal Reference(s):

ORS 192.660
ORS 192.685
ORS 192.705
ORS 332.045
ORS 332.061
OAR 199-040-0015 - 0060
OAR 199-050-0015
OAR 199-050-0040
OAR 199-050-0050

OAR 199-050-0060

OR. ATTY. GEN. *Public Records and Meetings Manual*.
OREGON GOVERNMENT ETHICS COMMISSION, Staff Advisory Opinion No. 22-106S

PROPOSED

Ashland School District 5

Code: BDC
Adopted: 5/23/02
Revised/Readopted: 5/08/17; 10/11/21
Orig. Code: BDC

Executive Sessions

The Board may meet in executive session to discuss subjects allowed by statute but may not take final action except for the expulsion of a student and matters pertaining to or examination of the confidential records of the student,.

An executive session may be convened by order of the Board chair, upon request of three Board members or by common consent of the Board for a purpose authorized under Oregon Revised Statute (ORS) 192.660 during a regular, special or emergency meeting. The presiding officer will announce the executive session by identifying the authorization under ORS 192.660 for holding such session and by noting the subject of the executive session.

The Board may hold an executive session:

1. To consider the employment of a public officer, employee, staff member or individual agent. (ORS 192.660(2)(a))

2. To consider the dismissal or discipline of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b))

3. To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d))

4. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))

5. To consider information or records exempt from public inspection. (ORS 192.660(2)(f)

6. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h)

7. To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. (192.660(2)(i)
8. To consider matters relating to school safety or a plan that responds to safety threats made toward a school. (ORS 192.660(2)(k)

9. To review the expulsion of a minor student from a public elementary or secondary school. (ORS 332.061(1)(a))

10. To discuss matters pertaining to or examination of the confidential records of a student,. (ORS 332.061(1)(b))

DELETE

Members of the press may attend executive sessions except those matters pertaining to:

1. Deliberations with persons designated by the Board to carry on labor negotiations;

2. Hearings on the expulsion of a minor student or examination of the confidential records of a student; and

3. Current litigation or litigation likely to be filed if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including the student's confidential records; the discussion; and each Board member's vote on the issue.

Minutes shall be kept for all executive sessions.

Content discussed in executive session is confidential.

END OF POLICY

Legal Reference(s):

ORS 192.660 ORS 332.045 ORS 332.061

Cross Reference(s):

BD/BDA - Board Meetings
BDDG - Minutes of Board Meetings
CBG - Evaluation of the Superintendent

DELETE

Notes on BDDC

- Part of the April 2026 Policy Update
- Highly recommended
- OSBA recommends deleting our current version and replacing it with the new version
- Workgroup reviewed policy on 7/2/26
- Redline version is the recommended new policy
- **Summary:** There have been several changes to Oregon Public Meetings laws over the last few years. These include statutes from the Oregon Legislature and rules from the Oregon Government Ethics Commission. In 2026, the Legislature passed House Bill 4177, but it will not go into effect as it was vetoed by the governor. The policies included in this update include language that matches the new laws.

~~OSBA Model Sample Policy~~
Ashland School District

Code: BDDC
Adopted: date

Board Meeting Agenda

~~{~~[1]~~}~~The Board chair will direct the preparation of an agenda for all meetings of the Board. The Board chair may seek assistance from the superintendent or another Board member. Items of business may be suggested by any Board member, staff member, student or patron of the district by notifying the Board chair or superintendent at least ~~[five~~ seven~~]~~ working days prior to the meeting. The agenda will include the principal subjects anticipated to be considered at the meeting and be specific enough to permit the public to recognize the matters in which they are interested. When the agenda includes an executive session, the agenda shall identify the specific statutory citation and appropriate subsection and paragraph authorizing the executive session, as well as a general description of the statutory authorization. (See Board policy BDC – Executive Sessions for additional information.)

The Board chair may direct an amendment to the agenda until it is posted, including adding or removing items. The Board may also amend the agenda during a meeting by a majority vote of the Board. This includes adding items to the agenda during the meeting.

A consent agenda may be used by the Board. The consent agenda will consist of routine business that requires action but not necessarily discussion. These items may all be voted on and approved at the same time. An item on the consent agenda will be removed from the consent agenda upon request of a Board member prior to the consent agenda's consideration. The item removed from the consent agenda will then be placed on the regular agenda.

~~The agenda, together with supporting materials, will be distributed to Board members at least [three] full working days prior to the meeting.~~ A copy of the agenda will be posted on the district website at least 48 hours prior to any regular meeting and 24 hours prior to any special meeting.

Copies of the agenda for the press and public will not contain any confidential information included in Board member packets.

END OF POLICY

Legal Reference(s):

ORS 192.630
ORS 192.640
OAR 199-050-0040

[1] ~~{The Board is encouraged to review current practices for agenda preparation and Public Meetings Law.}~~

PROPOSED

Americans with Disabilities Act/Americans with Disabilities Act Amendments Act, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).

PROPOSED

Board Meeting Agenda

The Board may take action on an agenda item published in the meeting notice. The agenda, together with supporting materials, will be distributed to Board members at least three days prior to the meeting. The agenda will be available to the press and to interested patrons through the superintendent's office at the same time it is available to the Board members. Copies of the agenda for the press and public will not contain any confidential information included in the Board members' packets.

A proposed agenda for Board meetings shall be reviewed by the chair and superintendent. The Board chair or designee is responsible for preparing the written agenda for the meeting. The order of the printed agenda may be altered by Board action during the course of the meeting. Additions to the agenda may be made by Board action. No Board action will normally be taken on an agenda item which does not appear on the agenda published in the meeting notice.

The Board encourages patrons to provide written material which can be provided to Board members prior to the meeting. This does not preclude the amplification of an agenda topic at the meeting. The Board discourages lengthy written material read aloud at meetings.

Information from the Superintendent

The superintendent shall provide his/her recommendations on action items. Recommendations should include, if possible, reasonable alternatives and pros and cons for each.

Information prepared by the superintendent which relates to regular meeting agenda items shall be sent to the Board members ahead of time, so that the meeting can be utilized for discussion and action, rather than reading, and so that Board members will have time to think about the information presented and prepare questions they wish answered. Information prepared by the superintendent which relates to special and executive meeting agenda items shall be sent to Board members ahead of the scheduled meeting, as time permits.

Copies of information materials provided to Board members may also be provided to reporters, so their accounts of Board meetings are more likely to be precise and accurate. Rare exceptions to this practice would be materials to be discussed in an executive meeting.

The superintendent may design standard forms for recommending appointments, acting on bids, admitting nonresident students and all other routine actions so many small decisions can be made in a single motion.

DELETE

Placement on Regular Meeting Agenda

Any person who wishes to place an item on the agenda for the regular Board meeting shall contact the superintendent or Board Chair for consideration.

END OF POLICY

Legal Reference(s):

ORS 192.630
ORS 192.640

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).
Americans with Disabilities Act Amendments Act of 2008.

Cross Reference(s):

BDDG - Minutes of Board Meetings
BDDH - Public Comment at Board Meetings

DELETE

Notes on Policy BDDG

- Part of the April 2026 Policy Update
- Highly recommended
- OSBA recommends deleting our current version and replacing it with the new version
- Workgroup reviewed policy on 7/2/26
- Redline version is the recommended new policy
- **Summary:** There have been several changes to Oregon Public Meetings laws over the last few years. These include statutes from the Oregon Legislature and rules from the Oregon Government Ethics Commission. In 2026, the Legislature passed House Bill 4177, but it will not go into effect as it was vetoed by the governor. The policies included in this update include language that matches the new laws.

~~OSBA Model Sample Policy~~
Ashland School District

Code: BDDG
Adopted: date

Recordings and Minutes of Board Meetings

~~[{[1]}~~The Board will ensure a ~~[{[2]}~~video~~]~~ recording is made of all of its meetings and portions of meetings that are not held in executive session. These recordings will be posted on the district's website or social media site within seven days following the meeting.~~]~~

A video or audio recording of a meeting can be kept as the official record as long as all required content is included and it is kept in an allowable format[3]. Alternatively, the district may create written minutes. Written minutes do not need to be a verbatim transcript and can be kept in hard copy or electronic form[4].

The official record must give a true reflection of the matters discussed at the meeting and the views of the participants, and must include the following information:

1. All members of the Board present;

2. All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition;

3. The results of all votes and the vote of each member by name for all actions taken[5];

4. The substance of any discussion on any matter; and

5. A reference to any document discussed at the meeting.

If written minutes are created for meetings which do not take place in executive session, those minutes shall be available to the public within a reasonable time~~{[6]}~~ after the meeting. These minutes ~~[~~will be published to the district website and~~]~~ may be requested from the district office.

PROPOSED

~~[1] {ORS 192.655 requires districts with an ADMr of 50 or more to record board meetings, and post the recording within seven days. Districts with fewer than 50 ADMr are exempt from this requirement and do not need to adopt this language.}~~

~~[2] {If the district lacks broadband internet, an audio recording is sufficient. See ORS 192.655.}~~

[3] Oregon Administrator Rule (OAR) 166-017-0045(4) requires moving images or audio recordings be kept in MP2, MP3, MP4, or WAVE formats.

[4] Oregon Administrator Rule (OAR) 166-017-0045(4) requires textual data or still images be kept in XML, ODT, TXT, PDF, RTF, PREG, JFIF, PNG, or TIFF formats.

[5] If minutes are kept in a recorded form, all voting will use a roll call vote and if minutes are kept in written form the minutes will identify the vote of each member by name under each board action.

[6] {The Oregon Attorney General's *Public Records and Meetings Manual* says, "three weeks arguably is within the reasonable time allowed by statute."}

Recordings or minutes[7] of executive sessions will be kept in the same manner as other meetings of the Board. If disclosure of material from executive session recordings or minutes would be inconsistent with the purpose for which executive session was held under Oregon Revised Statute (ORS) 192.660, the material may be withheld from disclosure. Executive session minutes of a hearing held under ORS 332.061 shall contain only material not excluded under ORS 332.061(2) and information[8] will not be disclosed in accordance with ORS 332.061.

Either the recording or minutes of Board meetings will be kept permanently. If written minutes are created for any meetings of the Board, any recordings will be kept for at least one year after the minutes are created.

END OF POLICY

Legal Reference(s):

ORS 192.610 - 192.705
ORS 332.061
OAR 166-017-0005 - 0095
OAR 166-400-0010(9)
OAR 199-050-0060

PROPOSED

[7] "...a record of any executive session may be kept in the form of a sound or video tape or digital recording, which need not be transcribed unless otherwise provided by law." ORS 192.650(2)

[8] ORS 332.061 prohibits the disclosure of:

1. The name of the minor student;
2. The issue, including a student's confidential records;
3. The discussion; and
4. The school board member's vote on the issue.

PROPOSED

Ashland School District 5

Code: BDDG
Adopted: 5/23/02
Revised/Readopted: 5/08/17; 10/11/21
Orig. Code: BDDG

Minutes of Board Meetings

The Board secretary will take written minutes of all Board meetings. The written minutes will be true reflection of the matters discussed at the meeting and the views of the participants. The minutes will include, but not be limited to, the following information:

1. All Board members who were present;

2. All motions, proposals, resolutions, orders, and measures proposed and their disposition;

3. The results of all votes and the vote of each member by name;

4. The substance of any discussion on any matter;

5. Any other information required by law.

Oregon law requires official minutes of Board meetings to be recorded and retained by the district clerk and to be available to the public. The public and patrons of the district may receive, upon request, copies of minutes at the administration office. A copy of the minutes of each regular and special Board meeting as they are drafted for approval will be distributed after such meeting to each Board member and administrator.

The district will maintain a hard copy[1] of the meeting minutes and make them available to staff and other interested persons.

Minutes of executive sessions will be kept in accordance with the requirements of Oregon's Public Meetings Law. If disclosure of material in the executive session minutes would be inconsistent with the purpose for which executive session was held under ORS 192.660, the material may be withheld from disclosure.

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including a student's confidential records; the discussion; and each Board member's vote on the issue.

END OF POLICY

Legal Reference(s):

ORS 192.610 - 192.710 ORS 332.061

Letter Opinion, Office of the OR Attorney General (Nov. 20, 1970).

[1] Oregon Administrative Rule 166-400-0010(9)

DELETE

Notes on Policy DBEA

- Part of the April 2026 Policy Update
- Highly recommended
- ASD current is in line with OSBA's Version 2
- ASD recently updated this policy on 1/8/26; the highlight below was added to clarify what happens if no member of the DEC is willing to serve.
- Redline is ASD policy with the additional language from OSBA Version 2

- **Summary:** The Oregon Legislature passed House Bill 4066, modifying the requirement requiring a member of the educational equity advisory committee serve on the district's budget committee. The amendment clarifies that this requirement does not apply if no member of the educational equity advisory committee is willing or eligible to serve on the budget committee.

Ashland School District 5

Code: DBEA
Adopted: 2/10/03
Revised/Readopted: 5/08/17; 12/14/23;
1/08/26, date -Orig. Code: DBEA

Budget Committee

Organization, Membership and Terms of Office

The district budget committee will consist of the five members of the Board and five electors appointed by the Board as required by law. The term of the appointed members of a budget committee in a district that prepares an annual budget, will each be three years, with appointments made so that, as nearly as practicable, the terms of one-third of the members end each year. Replacements for appointive members will complete the unexpired term of members being replaced.

At least one member of the budget committee must be a member of the district's educational equity advisory committee.[1] The Board will establish appropriate timelines and procedures for the appointment of budget committee members.

A majority of the constituted committee is required for passing an action item. Majority for a 10-member budget committee is 6. Therefore, if only 6 members are present, a unanimous vote is needed for passing an action item.

Presiding Officer and Orientation of Budget Committee

1. Organization: The budget committee will hold its first regular organizational meeting on a day set by the Board. A presiding officer shall be elected from among its members at this meeting. Such meeting may be prior to or on the date the budget message and document are presented.

2. Background Information: Budget committee members will be provided with data for the ensuing year(s), such as the Board's educational plan, and other pertinent material bearing on the preparation of the district budget.

Meetings of the Budget Committee

The district's budget committee shall hold one or more meetings to receive the budget message, the budget document and to provide members of the public with an opportunity to ask questions about and comment on the budget document. The budget officer shall announce the time and place for all meetings, as provided by law. All meetings of the budget committee are open to the public.

Function of the Budget Committee

It is the function of the budget committee to approve budget estimates for an educational plan previously determined by the Board. No new program should be considered for the budget estimate that has not

[1] The budget committee is not required to add an educational equity advisory committee member to the budget committee until there is a non-board member vacancy on the budget committee. The district is not required to include a member of the educational equity advisory committee on the budget committee if no member of the committee is willing or able to serve on the budget committee.

previously been submitted to the Board and approved as a part of the educational plan. The budget committee will determine levels of spending, but will not determine programs.

Final Action

The budget committee will approve an estimated district budget document for submission to the Board.

END OF POLICY

Legal Reference(s):

ORS 174.130
ORS 192.610 - 192.695
ORS 294.305 - 294.565
ORS 328.542
ORS 329.711
ORS 433.835 - 433.875
OAR 581-022-2307

House Bill 4066 (2026)

Cross Reference(s):

DBG - Budget Hearing

Ashland School District 5

Code: DBEA
Adopted: 2/10/03
Revised/Readopted: 5/08/17; 12/14/23; 1/08/26
Orig. Code: DBEA

Budget Committee

Organization, Membership and Terms of Office

The district budget committee will consist of the five members of the Board and five electors appointed by the Board as required by law. The term of the appointed members of a budget committee in a district that prepares an annual budget, will each be three years, with appointments made so that, as nearly as practicable, the terms of one-third of the members end each year. Replacements for appointive members will complete the unexpired term of members being replaced.

At least one member of the budget committee must be a member of the district's educational equity advisory committee.[1] The Board will establish appropriate timelines and procedures for the appointment of budget committee members.

A majority of the constituted committee is required for passing an action item. Majority for a 10-member budget committee is 6. Therefore, if only 6 members are present, a unanimous vote is needed for passing an action item.

Presiding Officer and Orientation of Budget Committee

1. Organization: The budget committee will hold its first regular organizational meeting on a day set by the Board. A presiding officer shall be elected from among its members at this meeting. Such meeting may be prior to or on the date the budget message and document are presented.

2. Background Information: Budget committee members will be provided with data for the ensuing year(s), such as the Board's educational plan, and other pertinent material bearing on the preparation of the district budget.

Meetings of the Budget Committee

The district's budget committee shall hold one or more meetings to receive the budget message, the budget document and to provide members of the public with an opportunity to ask questions about and comment on the budget document. The budget officer shall announce the time and place for all meetings, as provided by law. All meetings of the budget committee are open to the public.
Function of the Budget Committee

It is the function of the budget committee to approve budget estimates for an educational plan previously determined by the Board. No new program should be considered for the budget estimate that has not

[1] The budget committee is not required to add an educational equity advisory committee member to the budget committee until there is a non-board member vacancy on the budget committee

previously been submitted to the Board and approved as a part of the educational plan. The budget committee will determine levels of spending, but will not determine programs.

Final Action

The budget committee will approve an estimated district budget document for submission to the Board.

END OF POLICY

Legal Reference(s):

ORS 174.130
ORS 192.610 - 192.695
ORS 294.305 - 294.565
ORS 328.542
ORS 329.711
ORS 433.835 - 433.875
OAR 581-022-2307

Cross Reference(s):

DBG - Budget Hearing

Notes on Policy KL and KL-AR

- Policy Workgroup initial review 5/11/26
- School Board review during work session 5/28/26
- Legal counsel 6/3/26
- Policy Workgroup second review 7/2/26
- Board First Read 7/9/26

- Policy KL
    - Redline recommended version is modeled after OSBA Version 2
        - Redline is recommended new language, and strikethrough is suggested deletions
    - Clean version is what our policy would look like with all changes accepted and is easier to read
    - Referenced policies have been cross-referenced

- KL-AR(1)
    - Redline is a full rewrite with recommended language from legal counsel
    - Clean version is what KL-AR would like with all changes accepted and easier to read
    - Policy workgroup reviewed the recommended language and affirmed the new process and timelines
    - Note: the entire complaint process must be concluded within 90 days

- KL-AR(2)
    - Our current version matches OSBA's sample KL-AR(2) – No revisions needed

Public Complaints

The district will develop and implement effective means of resolving complaints voiced by employees, students, parents of a student who attends school in the district or persons who reside in the district and will use recognized channels of communication.

The Board advises that the process for resolving a complaint as follows:

1. Teacher/Employee;

2. Principal/Supervisor;

3. Superintendent/Designee;

4. Board.

The complaint procedure is available at the district's administrative office and on the home page of the district's website.

If a complaint addresses one or more of the issues identified below, a complainant should use the complaint process available in any of the following policies and administrative regulations (AR):

1. Discrimination or harassment on a basis protected by law: Board policy AC, AC-AR;

2. Bias incidents or display of symbols of hate: Board policy ACB, ACB-AR

3. Sexual harassment (staff): Board policy GBN/JBA, GBN/JBA-AR(1), GBN/JBA-AR(2);

4. Sexual harassment (student): Board policy JBA/GBN, JBA/GBN-AR(1), JBA/GBN-AR(2);

~~5. Workplace harassment: GBEA, GBEA-AR;~~

6. Hazing, harassment, intimidation, bullying, menacing or cyberbullying (staff): Board policy GBNA, GBNA-AR;

7. Hazing, harassment, intimidation, bullying, menacing, cyberbullying, or teen dating violence (student): Board policy JFCF, JFCF-AR;

8. Sexual conduct with a student (staff): Board policy GBNAA/JHFF, GBNAA/JHFF-AR;

9. Sexual conduct with a student (student): Board policy JHFF/GBNAA, JHFF/GBNAA-AR;

10. Instructional resources or instructional materials: Board policy IIA, IIA-AR;

11. Complaints regarding the Talented and Gifted Program (TAG): Board policy ~~IGBBC, IGBBC-AR~~ IGBBA; IGBBA-AR

Any complaint about school personnel other than the superintendent will be investigated by the administration before consideration and action by the Board. The Board will not hear complaints against employees in a session open to the public unless an employee requests an open session.

A complaint of retaliation against a student who in good faith reported information that the student believes is evidence of a violation of state or federal law, rule or regulation, should be reported to the superintendent.

Complaints against the principal should be filed with the superintendent. (See KL-AR(1) – Public Complaint Procedure)

Complaints against the superintendent should be referred to the Board chair on behalf of the Board. (See KL-AR(1) – Public Complaint Procedure)

Complaints against the Board as a whole or against an individual Board member should be referred to the Board chair on behalf of the Board. (See KL-AR(1) – Public Complaint Procedure)

Complaints against the Board chair should be referred directly to the Board vice chair on behalf of the Board. (See KL-AR(1) – Public Complaint Procedure)

The district may offer mediation or another alternative dispute resolution process as an option if all parties to the complaint agree in writing to participate in such mediation or resolution.

A complainant must file a complaint within the later of either time limit set below, in accordance with state law:

1. Within two years after the alleged violation or unlawful incident occurred or the complainant discovered the alleged violation or unlawful incident. For incidents that are continuing in nature, the time limitation must run from the date of the most recent incident; or

2. Within one year after the affected student has graduated from, moved away from or otherwise left the district.

The superintendent will administer the complaint process, as appropriate, established by administrative regulation KL-AR(1) – Public Complaint Procedure.

If a complainant, who is a parent or guardian of a student who attends school in the district, a student, or a person who resides in the district, alleges a violation of Oregon Administrative Rule (OAR), Chapter 581, Division 22 (Division 22 Standards), ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint and Seclusion), or ORS. 659.852 (Retaliation) and the complaint is not resolved through the complaint process, the complainant may appeal[1] the district's final decision to the Deputy Superintendent of Public Instruction under OAR 581-002-0001 – 581-002-0023 (See KL-AR(2) - Appeal to the Deputy Superintendent of Public Instruction).

Charter Schools of which the District Board is a Sponsor

~~The district Board, through its charter agreement with [name of public charter school sponsored by the district board]] [through a board resolution] [through this policy], will review an appeal of a decision reached by the Board of [name~~

[1] An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

~~of public charter school] on a complaint alleging a violation of ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint or Seclusion), ORS 659.852 (Retaliation), or applicable OAR Chapter 581, Division 22 (Division 22 Standards). A complainant may appeal and will submit such appeal to the [superintendent] [Board chair] on behalf of the district Board within [30] days of receipt of the decision from the public charter school board. A final decision reached by the district Board may be appealed to the Oregon Department of Education under OAR 581-002-0001 - 581-002-0023.]~~

~~OR~~

The district Board, through its charter agreement with charter schools sponsored by the district, will not review an appeal of a decision reached by the Board of the of a charter school on a complaint alleging a violation of ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint or Seclusion), ORS 659.852 (Retaliation), or applicable OAR Chapter 581, Division 22 (Division 22 Standards), for which the district Board has jurisdiction, and recognizes a decision reached by the Board of a charter school as the district Board's final decision. A final decision reached by this district Board may be appealed to the Oregon Department of Education under OAR 581-002-0001 - 581-002-0023.

~~Members of the public, parents and students are encouraged to make their concerns known to the district and to afford the district an opportunity to review those concerns and respond to them.~~

~~Complaints about instructional materials, staff members or alleged violation of state standards or retaliation against a student or student's parent who in good faith reported information that the student believes is evidence of a violation of state and federal law, rule or regulation should be dealt with first at the local school. Persons having complaints should approach the principal and, if possible, resolve the problems at this level. Complaints about Board policy or administrative regulations should be referred directly to the superintendent.~~

~~Complaints against a principal may be filed with the superintendent.~~

~~Complaints against the superintendent should be referred to the Board chair on behalf of the Board.~~

~~Complaints against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board.~~

~~Complaints against the Board chair may be made to the Board vice chair on behalf of the Board.~~

~~When a complaint is made directly to the Board or to an individual Board member, it will generally be referred to the superintendent for study and possible solution. A Board member shall not attempt to consider such complaints in any official capacity acting as an individual member.~~

~~If the person(s) having a complaint fails to resolve the concern with the principal or the superintendent, the person may request that the matter be referred to the Board. If the Board deems it advisable it may provide for a hearing of the complaint at an official meeting of the Board.~~

~~The superintendent shall develop administrative regulations designed to encourage the timely resolution of public complaints while providing a system of review which will allow both the complainant and other affected parties an opportunity to be heard.~~

~~If a complaint alleges a violation of state standards or a violation of other statutory or administrative rule for which the State Superintendent of Public Instruction has appeal responsibilities, and the complaint is~~

~~not resolved at the local level, the district will supply the complainant with appropriate information to file a direct appeal to the State Superintendent as outlined in Oregon Administrative Rule (OAR) 581-022-1940.~~

END OF POLICY

Legal Reference(s):

ORS 192.660
ORS 332.107
ORS 659.852
OAR 581-002-0001 – 002-0005
OAR 581-022-2370
Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).

~~OAR 581-022-1940~~
~~OAR 581-022-1941~~

~~House Bill (HB) 3371 (2015)~~

~~ORS 192.610 to -192.690~~
~~ORS 332.107~~

~~Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984). Connick v. Myers, 461 U.S. 138 (1983).~~

~~**Cross Reference(s):**~~
~~IIA - Instructional Resources/Instructional Materials~~

Public Complaints

The district will develop and implement effective means of resolving complaints voiced by employees, students, parents of a student who attends school in the district or persons who reside in the district and will use recognized channels of communication.

The Board advises that the process for resolving a complaint as follows:

1. Teacher/Employee;
2. Principal/Supervisor;
3. Superintendent/Designee;
4. Board.

The complaint procedure is available at the district's administrative office and on the home page of the district's website.

If a complaint addresses one or more of the issues identified below, a complainant should use the complaint process available in any of the following policies and administrative regulations (AR):

1. Discrimination or harassment on a basis protected by law: Board policy AC, AC-AR;
2. Bias incidents or display of symbols of hate: Board policy ACB, ACB-AR
3. Sexual harassment (staff): Board policy GBN/JBA, GBN/JBA-AR(1), GBN/JBA-AR(2);
4. Sexual harassment (student): Board policy JBA/GBN, JBA/GBN-AR(1), JBA/GBN-AR(2);
5. Hazing, harassment, intimidation, bullying, menacing or cyberbullying (staff): Board policy GBNA, GBNA-AR;
6. Hazing, harassment, intimidation, bullying, menacing, cyberbullying, or teen dating violence (student): Board policy JFCF, JFCF-AR;
7. Sexual conduct with a student (staff): Board policy GBNAA/JHFF, GBNAA/JHFF-AR;
8. Sexual conduct with a student (student): Board policy JHFF/GBNAA, JHFF/GBNAA-AR;
9. Instructional resources or instructional materials: Board policy IIA, IIA-AR;
10. Complaints regarding the Talented and Gifted Program (TAG): Board policy IGBBA; IGBBA-AR

Any complaint about school personnel other than the superintendent will be investigated by the administration before consideration and action by the Board. The Board will not hear complaints against employees in a session open to the public unless an employee requests an open session.

A complaint of retaliation against a student who in good faith reported information that the student believes is evidence of a violation of state or federal law, rule or regulation, should be reported to the superintendent.

Complaints against the principal should be filed with the superintendent. (See KL-AR(1) – Public Complaint Procedure)

Complaints against the superintendent should be referred to the Board chair on behalf of the Board. (See KL-AR(1) – Public Complaint Procedure)

Complaints against the Board as a whole or against an individual Board member should be referred to the Board chair on behalf of the Board. (See KL-AR(1) – Public Complaint Procedure)

Complaints against the Board chair should be referred directly to the Board vice chair on behalf of the Board. (See KL-AR(1) – Public Complaint Procedure)

The district may offer mediation or another alternative dispute resolution process as an option if all parties to the complaint agree in writing to participate in such mediation or resolution.

A complainant must file a complaint within the later of either time limit set below, in accordance with state law:

1. Within two years after the alleged violation or unlawful incident occurred or the complainant discovered the alleged violation or unlawful incident. For incidents that are continuing in nature, the time limitation must run from the date of the most recent incident; or

2. Within one year after the affected student has graduated from, moved away from or otherwise left the district.

The superintendent will administer the complaint process, as appropriate, established by administrative regulation KL-AR(1) – Public Complaint Procedure.

If a complainant, who is a parent or guardian of a student who attends school in the district, a student, or a person who resides in the district, alleges a violation of Oregon Administrative Rule (OAR), Chapter 581, Division 22 (Division 22 Standards), ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint and Seclusion), or ORS. 659.852 (Retaliation) and the complaint is not resolved through the complaint process, the complainant may appeal[1] the district's final decision to the Deputy Superintendent of Public Instruction under OAR 581-002-0001 – 581-002-0023 (See KL-AR(2) - Appeal to the Deputy Superintendent of Public Instruction).

Charter Schools of which the District Board is a Sponsor

The district Board, through its charter agreement with charter schools sponsored by the district, will not review an appeal of a decision reached by the Board of the of a charter school on a complaint alleging a

[1] An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

violation of ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint or Seclusion), ORS 659.852 (Retaliation), or applicable OAR Chapter 581, Division 22 (Division 22 Standards), for which the district Board has jurisdiction, and recognizes a decision reached by the Board of a charter school as the district Board's final decision. A final decision reached by this district Board may be appealed to the Oregon Department of Education under OAR 581-002-0001 - 581-002-0023.

END OF POLICY

Legal Reference(s):

ORS 192.660
ORS 332.107
ORS 659.852
OAR 581-002-0001 – 002-0005
OAR 581-022-2370
Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).

Ashland School District 5

Code: KL-AR(1)
Revised/Reviewed: 6/12/17, date

Public Complaint Procedure

A parent or guardian of a student attending a school in the district, or a person who resides in the district, a staff member, or a student who wishes to express a concern should discuss the matter with the school employee involved.

The Administrator: Step One

If the concerns cannot be resolved informally with the individuals directly involved, the complainant may file a written, signed complaint clearly stating the nature of the complaint and a suggested remedy with the building or District-level administrator. Complainants are strongly encouraged to use the complaint form attached to this AR, and must provide the information listed on that form. A written complaint commences the formal complaint process. The administrator shall evaluate the complaint and shall attempt to resolve the complaint. The administrator can also refer the parties to an alternative resolution process and other supports, if appropriate. If the complaint cannot be resolved, the administrator shall investigate the complaint and provide a written response within no more than 20 working days after receiving the complaint. The written response shall provide information about how to appeal to Step Two.

If the complainant is not satisfied with the Step One result and wishes to pursue the complaint, the complainant shall file a signed, written appeal with the superintendent within 10 working days after receipt of the written response of the administrator. The complainant should submit the original written complaint, the written response, and any additional information the complainant believes is relevant. Complainants are strongly encouraged to use the appeal form attached to this AR, and must provide the information listed on that form.

The Superintendent: Step Two

If a complaint is appealed to Step Two, the superintendent or designee shall review the information from Step One. The superintendent or designee shall evaluate the appeal and may confer with the complainant and the parties involved in order to attempt to resolve the complaint. The superintendent or designee can also refer the parties to an alternative resolution process and other supports, if appropriate. If the complaint cannot be resolved, the superintendent or designee may, but is not required to, conduct additional investigation. The superintendent or designee will prepare a written determination that shall address each of the allegations in the complaint and include the superintendent or designee's decisions and reasons for the decisions. In general, a written report will determine, based on a preponderance of the evidence standard, whether there was a violation of district policy related to each specific allegation. The report shall be provided to the complainant within 30 working days after receiving the written appeal.

The Board: Step Three

If the complainant is dissatisfied with the superintendent's or designee's findings and conclusion, the complainant may appeal the decision to the Board within 10 working days of receiving the superintendent's decision. The Board delegates to the Chair and Vice Chair the authority to determine whether to accept the appeal. It is not the role of the Board to substitute its judgement for the judgement of the superintendent and the

superintendent's staff regarding operational matters that fall within the responsibility of the superintendent. In determining whether to accept an appeal, the Board will generally consider (1) whether the underlying issue is primarily within the responsibility of the superintendent, and (2) whether the complainant received the process required under KL-AR. The Chair and Vice Chair may also apply additional standards in determining whether to accept the appeal, and may seek legal advice. If the Chair and Vice Chair decide to accept the appeal, the Chair and Vice Chair will also determine the process for considering the appeal. Options include may include, but are not limited to, holding a hearing, requesting additional information, hiring an independent investigator, or adopting the superintendent's decision as the district's final decision. The Chair will ensure that the full Board is notified of the appeal and the decision of the Chair and Vice Chair as to whether to accept the appeal. If the Chair and Vice Chair decide not to accept the appeal, the superintendent's decision in Step Two is final. The complainant will be notified in writing of the decision whether or not to accept the appeal.

If the Chair and Vice Chair determine that the appeal should be accepted, the Board will consider the appeal according to the process determined by the Chair and Vice Chair. 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 may seek legal advice and meet in executive session if the subject matter qualifies under Oregon law. The Board will vote on the outcome of the appeal. The complainant will be notified of the outcome of the appeal within 30 days from the date of the appeal to the Board. The Board's decision will address each allegation in the complaint and contain reasons for the district's decision. The Board's decision will be final.

The timelines may be extended upon written agreement between the district and the complainant.

The district's final decision for a complaint processed under this administrative regulation that alleges a violation of Oregon Administrative rule (OAR) Chapter 581, Division 22 (Division 22 Standards), ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint and Seclusion), or ORS 659.852 (Retaliation), will be issued in writing or electronic form. The final decision will address each allegation in the complaint and contain reasons for the district's decision. If the complainant, who is a student, parent or guardian of a student attending school in the district or a person that resides in the district, and this complaint is not resolved through the complaint process, the complainant may appeal[1] the district's final decision to the Deputy Superintendent of Public Instruction under Oregon OARs 581-002-0001 – 581-002-0023.

~~Complaints against the principal should be filed with the superintendent. The superintendent will attempt to resolve the complaint. If the complaint remains unresolved within [10] working days of receipt by the superintendent, the complainant may request to place the complaint on the Board agenda[at the next regularly scheduled or special Board meeting]. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall decide in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board within [30] days of receipt of the request to place the complaint on the Board agenda. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.~~

~~Complaints against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board in a Board meeting. 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. The Board shall decide in open session what action, if any, is warranted. The Board may use executive session if the subject matter qualifies under Oregon law. A final written decision regarding the complaint shall be issued by the Board within [30] days of receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.~~

[1] An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

Complaints against the superintendent shall be filed with the Board chair. The Board chair shall present the complaint to the Board and inform the superintendent of the complaint. The Board chair will consult with the vice-chair and legal counsel regarding complaints against the superintendent and make a decision regarding the process for responding to the complaint, including whether to attempt informal resolution and whether to conduct a third-party investigation. The Board chair will inform the full Board of the process, including the status of any investigation. Within 90 calendar days of receipt of the complaint, the board will decide in open session what action, if any, is warranted, and the Board's decision will be communicated to the complainant in writing. The Board's decision will address each allegation in the complaint and contain reasons for the Board's decision. The Board may review the matter in executive session if permitted under the Oregon Public Meetings Law.

Complaints against the Board as a whole or against an individual Board member should be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board in a Board meeting. The Board chair will consult with the vice-chair and legal counsel regarding the complaint and make a recommendation regarding the process for responding to the complaint, including whether to attempt informal resolution and whether to conduct a third-party investigation. The Board chair will inform the full Board of the recommended process, including the status of any investigation. When the investigation is complete, the results will be presented to the Board. Within 90 calendar days of receipt of the complaint, the Board will decide in open session what action, if any, is warranted, and the decision will be communicated to the complainant in writing. The Board's decision will address each allegation in the complaint and contain reasons for the Board's decision.

Complaints against the Board chair may be referred directly to the Board vice chair on behalf of the Board. The Board vice chair shall present the complaint to the Board in a Board meeting. The Board vice chair shall consult with legal counsel regarding the complaint and make a recommendation regarding the process for responding to the complaint, including whether to attempt informal resolution and whether to conduct a third-party investigation. The Board vice chair will inform the Board of the recommended process, including the status of any investigation. When the investigation is complete, the results will be presented to the Board. Within 90 calendar days of receipt of the complaint, the Board will decide in open session what action, if any, is warranted, and the decision will be communicated to the complainant in writing. The Board's decision will address each allegation in the complaint and contain reasons for the Board's decision.

Complaints involving allegations of misconduct by a specific district staff member will be processed in accordance with Human Resources procedures. Additionally, complaints regarding licensed or classified staff will be processed in accordance with applicable collective bargaining agreements. Complainants should be aware that the collective bargaining agreements and other considerations place limits on the processing of anonymous complaints. Complainants should be aware that employees are entitled to certain confidentiality rights under state and federal law, as well as applicable collective bargaining agreements. Taking into account these confidentiality protections, complainants will be notified of the outcome of complaints against employees to the extent permitted by law, district policy and practice, and applicable collective bargaining agreements.

From time-to-time Board members may receive complaints from community members, groups or staff by email or other means. Board members shall refer complainants to the Superintendent.

Charter Schools of which the District Board is a Sponsor

~~The appeal of a complaint from a public charter school to be reviewed by the district Board will be presented by the Board chair and reviewed by the Board at a Board meeting. The Board may use executive session if the subject matter qualifies under Oregon law. The Board will review the appeal and make a decision about appropriate action, which may include, but is not limited to, holding a hearing, requesting information, and recognizing the decision reached by the public charter school board. A decision will be reached, in open session, unless allowed in executive session. A final written decision regarding the appeal shall be issued by the district Board within [30] days of receipt of the complaint. The written decision of the district Board will address each allegation in the complaint and include reasons for the district Board's decision.]~~

The district Board, through its charter agreement with charters schools sponsored by the district, will not review an appeal of a decision reached by the board of a charter school on any complaint, including but not limited to those alleging a violation of ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint or Seclusion), ORS 659.852 (Retaliation), or applicable OAR Chapter 581, Division 22 (Division 22 Standards), for which the district Board has jurisdiction, and recognizes a decision reached by the board of charter school as the district Board's final decision.

~~Initiating a Complaint: Step One~~

~~Any member of the public who wishes to express a complaint should discuss the matter with the school employee involved.~~

~~The Administrator: Step Two~~

~~If the complainant is unable to resolve a problem or concern at step one, within five working days of the meeting with the employee, the complainant may file a written, signed complaint with the principal. The principal shall evaluate the complaint and render a decision within five working days after receiving the complaint.~~

~~The Superintendent: Step Three~~

~~If Step 2 does not resolve the complaint, within 10 working days of the meeting with the principal, the complainant, if he/she wishes to pursue the action, shall file a signed, written complaint with the superintendent clearly stating the nature of the complaint and a suggested remedy. (A form is available, but is not required.)~~

~~The superintendent shall investigate the complaint, confer with the complainant and the parties involved and prepare a written report of his/her findings and his/her conclusion and provide the written report to the complainant within 10 working days after receiving the written complaint.~~

~~The Board: Step Four~~

~~If the complainant is dissatisfied with the superintendent's findings and conclusion, the complainant may appeal the decision to the Board within five working days of receiving the superintendent's decision. The Board may hold a hearing to review the findings and conclusion of the superintendent, to hear the complaint and to hear and evaluate any other evidence as it deems appropriate. Generally all parties involved, including the school administration, will be asked to attend such meeting for the purposes of presenting additional facts, making further explanations and clarifying the issues.~~

~~The Board may elect to hold the hearing in executive session if the subject matter qualifies under Oregon Revised Statutes.~~

~~The complainant shall be informed of the Board's decision within 20 working days from the hearing of the appeal by the Board. The Board's decision will be final.~~[1]

~~Complaints against the principal may be filed with the superintendent.~~

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[1] ~~The timelines may be extended upon written agreement between both parties.~~

~~Complaints against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board. 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 in open session what action, if any, is warranted.~~

~~Complaints against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board. 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 in open session what action, if any, is warranted.~~

~~Complaints against the Board chair may be made directly to the Board vice chair on behalf of the Board. The Board vice chair shall present the complaint to the Board. 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 in open session what action, if any, is warranted.~~

~~If a complaint alleges a violation of state standards or a violation of other statutory or administrative rule for which the State Superintendent of Public Instruction has appeal responsibilities, and the complaint is not resolved at the Board level, the district will supply the complainant with appropriate information to file a direct appeal to the State Superintendent as outlined in Oregon Administrative Rule (OAR) 581-022-1940.~~

Ashland School District

COMPLAINT FORM

To: ☐ Employee* ☐ Administrator/Supervisor* ☐ Superintendent ☐ Board chair ☐ Board vice chair
* Form available but is not required.

Person Making Complaint _____

Phone Number _____ Email _____

Nature of Complaint _____

Who should we talk to and what evidence should we consider? _____

Suggested solution/resolution/outcome: _____

Signature of Complainant: _____ Date: _____

.....

Office Use

Disposition of Complaint: _____

Signature: _____ Date: _____

cc: District Office

~~TO: ☐ District Office ☐ _____ (Name of School)~~

~~Person Making Complaint~~ _____

~~Telephone Number~~ _____ ~~Date~~ _____

~~Nature of Complaint~~ _____

_____

_____

_____

_____

_____

_____

~~Who should we talk to and what evidence should we consider?~~ _____

_____

_____

_____

_____

~~Suggested solution/resolution/outcome:~~ _____

_____

_____

_____

_____

_____

~~Office Use: Disposition of Complaint:~~ _____

_____

~~Signature:~~ _____ ~~Date:~~ _____

~~cc: District Office~~

Ashland School District 5

Code: KL-AR(1)
Revised/Reviewed: 6/12/17, date

Public Complaint Procedure

A parent or guardian of a student attending a school in the district, or a person who resides in the district, a staff member, or a student who wishes to express a concern should discuss the matter with the school employee involved.

The Administrator: Step One

If the concerns cannot be resolved informally with the individuals directly involved, the complainant may file a written, signed complaint clearly stating the nature of the complaint and a suggested remedy with the building or District-level administrator. Complainants are strongly encouraged to use the complaint form attached to this AR, and must provide the information listed on that form. A written complaint commences the formal complaint process. The administrator shall evaluate the complaint and shall attempt to resolve the complaint. The administrator can also refer the parties to an alternative resolution process and other supports, if appropriate. If the complaint cannot be resolved, the administrator shall investigate the complaint and provide a written response within no more than 20 working days after receiving the complaint. The written response shall provide information about how to appeal to Step Two.

If the complainant is not satisfied with the Step One result and wishes to pursue the complaint, the complainant shall file a signed, written appeal with the superintendent within 10 working days after receipt of the written response of the administrator. The complainant should submit the original written complaint, the written response, and any additional information the complainant believes is relevant. Complainants are strongly encouraged to use the appeal form attached to this AR, and must provide the information listed on that form.

The Superintendent: Step Two

If a complaint is appealed to Step Two, the superintendent or designee shall review the information from Step One. The superintendent or designee shall evaluate the appeal and may confer with the complainant and the parties involved in order to attempt to resolve the complaint. The superintendent or designee can also refer the parties to an alternative resolution process and other supports, if appropriate. If the complaint cannot be resolved, the superintendent or designee may, but is not required to, conduct additional investigation. The superintendent or designee will prepare a written determination that shall address each of the allegations in the complaint and include the superintendent or designee's decisions and reasons for the decisions. In general, a written report will determine, based on a preponderance of the evidence standard, whether there was a violation of district policy related to each specific allegation. The report shall be provided to the complainant within 30 working days after receiving the written appeal.

The Board: Step Three

If the complainant is dissatisfied with the superintendent's or designee's findings and conclusion, the complainant may appeal the decision to the Board within 10 working days of receiving the superintendent's decision. The Board delegates to the Chair and Vice Chair the authority to determine whether to accept the appeal. It is not the role of the Board to substitute its judgement for the judgement of the superintendent and the superintendent's staff regarding operational matters that fall within the responsibility of the superintendent. In determining whether to accept an appeal, the Board will generally consider (1) whether the underlying issue is

primarily within the responsibility of the superintendent, and (2) whether the complainant received the process required under KL-AR. The Chair and Vice Chair may also apply additional standards in determining whether to accept the appeal, and may seek legal advice. If the Chair and Vice Chair decide to accept the appeal, the Chair and Vice Chair will also determine the process for considering the appeal. Options include may include, but are not limited to, holding a hearing, requesting additional information, hiring an independent investigator, or adopting the superintendent's decision as the district's final decision. The Chair will ensure that the full Board is notified of the appeal and the decision of the Chair and Vice Chair as to whether to accept the appeal. If the Chair and Vice Chair decide not to accept the appeal, the superintendent's decision in Step Two is final. The complainant will be notified in writing of the decision whether or not to accept the appeal.

If the Chair and Vice Chair determine that the appeal should be accepted, the Board will consider the appeal according to the process determined by the Chair and Vice Chair. 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 may seek legal advice and meet in executive session if the subject matter qualifies under Oregon law. The Board will vote on the outcome of the appeal. The complainant will be notified of the outcome of the appeal within 30 days from the date of the appeal to the Board. The Board's decision will address each allegation in the complaint and contain reasons for the district's decision. The Board's decision will be final.

The timelines may be extended upon written agreement between the district and the complainant.

The district's final decision for a complaint processed under this administrative regulation that alleges a violation of Oregon Administrative rule (OAR) Chapter 581, Division 22 (Division 22 Standards), ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint and Seclusion), or ORS 659.852 (Retaliation), will be issued in writing or electronic form. The final decision will address each allegation in the complaint and contain reasons for the district's decision. If the complainant, who is a student, parent or guardian of a student attending school in the district or a person that resides in the district, and this complaint is not resolved through the complaint process, the complainant may appeal[1] the district's final decision to the Deputy Superintendent of Public Instruction under Oregon OARs 581-002-0001 – 581-002-0023.

Complaints against the superintendent shall be filed with the Board chair. The Board chair shall present the complaint to the Board and inform the superintendent of the complaint. The Board chair will consult with the vice-chair and legal counsel regarding complaints against the superintendent and make a decision regarding the process for responding to the complaint, including whether to attempt informal resolution and whether to conduct a third-party investigation. The Board chair will inform the full Board of the process, including the status of any investigation. Within 90 calendar days of receipt of the complaint, the board will decide in open session what action, if any, is warranted, and the Board's decision will be communicated to the complainant in writing. The Board's decision will address each allegation in the complaint and contain reasons for the Board's decision. The Board may review the matter in executive session if permitted under the Oregon Public Meetings Law.

Complaints against the Board as a whole or against an individual Board member should be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board in a Board meeting. The Board chair will consult with the vice-chair and legal counsel regarding the complaint and make a recommendation regarding the process for responding to the complaint, including whether to attempt informal resolution and whether to conduct a third-party investigation. The Board chair will inform the full Board of the recommended process, including the status of any investigation. When the investigation is complete, the results will be presented to the Board. Within 90 calendar days of receipt of the complaint, the Board will decide in

[1] An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

open session what action, if any, is warranted, and the decision will be communicated to the complainant in writing. The Board's decision will address each allegation in the complaint and contain reasons for the Board's decision.

Complaints against the Board chair may be referred directly to the Board vice chair on behalf of the Board. The Board vice chair shall present the complaint to the Board in a Board meeting. The Board vice chair shall consult with legal counsel regarding the complaint and make a recommendation regarding the process for responding to the complaint, including whether to attempt informal resolution and whether to conduct a third-party investigation. The Board vice chair will inform the Board of the recommended process, including the status of any investigation. When the investigation is complete, the results will be presented to the Board. Within 90 calendar days of receipt of the complaint, the Board will decide in open session what action, if any, is warranted, and the decision will be communicated to the complainant in writing. The Board's decision will address each allegation in the complaint and contain reasons for the Board's decision.

Complaints involving allegations of misconduct by a specific district staff member will be processed in accordance with Human Resources procedures. Additionally, complaints regarding licensed or classified staff will be processed in accordance with applicable collective bargaining agreements. Complainants should be aware that the collective bargaining agreements and other considerations place limits on the processing of anonymous complaints. Complainants should be aware that employees are entitled to certain confidentiality rights under state and federal law, as well as applicable collective bargaining agreements. Taking into account these confidentiality protections, complainants will be notified of the outcome of complaints against employees to the extent permitted by law, district policy and practice, and applicable collective bargaining agreements.

From time-to-time Board members may receive complaints from community members, groups or staff by email or other means. Board members shall refer complainants to the Superintendent.

Charter Schools of which the District Board is a Sponsor

The district Board, through its charter agreement with charters schools sponsored by the district, will not review an appeal of a decision reached by the board of a charter school on any complaint, including but not limited to those alleging a violation of ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint or Seclusion), ORS 659.852 (Retaliation), or applicable OAR Chapter 581, Division 22 (Division 22 Standards), for which the district Board has jurisdiction, and recognizes a decision reached by the board of charter school as the district Board's final decision.

Ashland School District

COMPLAINT FORM

To: ☐ Employee* ☐ Administrator/Supervisor* ☐ Superintendent ☐ Board chair ☐ Board vice chair
* Form available but is not required.

Person Making Complaint _____

Phone Number _____ Email _____

Nature of Complaint _____
_____
_____
_____
_____
_____
_____

Who should we talk to and what evidence should we consider? _____
_____
_____
_____
_____

Suggested solution/resolution/outcome: _____
_____
_____
_____
_____
_____

Signature of Complainant: _____ Date: _____

.....

Office Use

Disposition of Complaint: _____
_____
_____

Signature: _____ Date: _____

cc: District Office

Notes on Policy CBG – Evaluation of the Superintendent

- Part of April 2026 Policy Update
- Required
- Part of the Public Meetings revisions:
    - Summary: There have been several changes to Oregon Public Meetings laws over the last few years. These include statutes from the Oregon Legislature and rules from the Oregon Government Ethics Commission. In 2026, the Legislature passed House Bill 4177, but it will not go into effect as it was vetoed by the governor. The policies included in this update include language that matches the new laws.
- Our current version is quite different than OSBA's sample policy
- The redline version is our policy with OSBA's language applied (basically a full rewrite)
- The grey highlight is the newly added language to match the new laws

Ashland School District 5

Code: **CBG**
Adopted: 3/08/10
Readopted: 5/08/17, date
Orig. Code(s): CBG/CBH

Evaluation of the Superintendent

The Board will formally evaluate the superintendent's job performance at least once each year. The evaluation will be based on the superintendent's job description, any applicable standards of performance, Board policy and progress in attaining any goals for the year established by the superintendent and/or the Board.

Additional criteria for the evaluation, if any, will be developed at a public board meeting prior to conducting the evaluation. The superintendent will be notified of the additional criteria prior to the evaluation.

The Board's discussion and conferences with and about the superintendent and their performance will be conducted in an executive session, unless the superintendent requests a session open to the public.[1] Such an executive session will not include a general evaluation of any district goal, objective or operation or of any directive to personnel concerning district goals, objectives, operations or programs. Results of the evaluation will be written and placed in the superintendent's personnel file.

~~The Board will:~~

~~1. Establish procedures for evaluating the superintendent's performance in a constructive manner, focusing on any accomplishments as well as any inadequacies, and making clear expectations for performance based on:~~

~~a. Job description and responsibilities;~~
~~b. Progress made toward accomplishing annual Board objectives;~~
~~c. Effective district operation in accordance with district policies and legal requirements.~~

~~2. Evaluate the superintendent by no later than the June board meeting. If deficiencies in performance are noted during the evaluation, those specific deficiencies will be discussed again prior to November 1 of that year;~~

~~3. The Board will evaluate the superintendent in his/her presence. If at any time, in the opinion of the majority of Board membership, the superintendent's services are deemed to be unsatisfactory, he/she will be notified in writing of the deficiencies or conditions that need to be corrected.~~

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[1] Notice must be provided to the superintendent in accordance with OAR 199-0040-0030. The superintendent must receive written notice of the meeting no less than one business day or 24 hours, whichever is greater, in advance of the meeting. The notice must include:

a. Identification of the Board;
b. The time, date and location of the meeting;
c. The purpose for which the Board proposes to convene the executive session, including the citation to the applicable section of ORS 192.660 and the fact that the Board will be reviewing and evaluating the performance of the superintendent; and
d. Information on how the superintendent may make a request for an open hearing.

At the Board's discretion, it may notify the superintendent in writing of specific areas to be remedied and provide the superintendent an opportunity to correct the identified concern(s). If, after such written notice, the Board determines the superintendent's performance remains unsatisfactory, the Board may dismiss or non-renew the superintendent in accordance with Board policy, the superintendent's employment contract, and applicable state law and rules. Provisions for evaluation, dismissal, non-renewal, or termination of the superintendent's employment by either the Board or the superintendent shall be set forth in the superintendent's employment contract and, where applicable, shall take precedence over this policy. ~~Provisions for termination of the superintendent's employment either by the Board or the superintendent will be set forth in the superintendent's employment contract.~~

END OF POLICY

Legal Reference(s):

ORS 192.660(2), (8)
ORS 332.107
ORS 332.505
ORS 342.513
ORS 342.815
OAR 581-022-1720

Hanson v. Culver Sch. Dist. (FDAB 1975).

Cross Reference(s):

BDC - Executive Sessions
CB - Superintendent
CBA - Qualifications and Duties of the Superintendent

Notes on EBB Integrated Pest Management

- Part of the April 2026 Policy Update
- Required
- Summary: House Bill 2684 (2025) added some new requirements to law for Integrated Pest Management Plan requirements. The first requires posting the Integrated Pest Management Plan and list of low-impact pesticides to the website (can be included in the Healthy and Safe Schools Plan); the second requires a review of an IPM plan every five years to identify updates, if any, and readoption.
- Redline version is the OSBA updates applied to our current policy.
- Maintenance Director confirmed IPM coordinator and that we are following the updated requirements
    - Once the board has adopted this revised policy, we will bring the IPM Plan to the board for review and approval

Ashland School District 5

Code: **EBB**
Adopted: 5/14/12
Readopted: 5/08/17, date
Orig. Code(s): EBB

Integrated Pest Management

To ensure the health and safety concerns of student, staff and community members, the ~~district~~Board shall adopt an integrated pest management plan (IPM)[1] which emphasizes the least possible risk to students, staff and community members and shall adopt a list[2] of low-impact pesticides for use with the IPM plan. The IPM plan and list shall be available to the public through the district's website[3].

~~To ensure the health and safety concerns of student, staff and community members, the district shall adopt an integrated pest management plan (IPM)[1] which emphasizes the least possible risk to students, staff and community members and shall adopt a list of low-impact pesticides for use with the IPM plan.~~

The IPM plan is a proactive strategy that:

1. Focuses on the long-term prevention or suppression of pest problems through economically sound measures that:

   a. Protect the health and safety of students and staff;
   b. Protect the integrity of district buildings and grounds;
   c. Maintain a productive learning environment; and
   d. Protect local ecosystem health.

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

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

4. Includes regular monitoring and inspections to detect pests, pest damage and unsanctioned pesticide usage;

5. Evaluates the need for pest control by identifying acceptable pest population density levels;

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

[2] See ORS 634.705(5).

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

6. Monitors and evaluates the effectiveness of pest control measures;

7. Excludes the application of pesticides on a routine schedule for purely preventive purposes, other than applications of pesticides designed to attract or be consumed by pests;

8. Excludes the application of pesticides for purely aesthetic purposes;

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[1]See Model Integrated Pest Management Plan for Oregon Schools at http://www.ipmnet.org/tim/IPM_in_Schools/IPM_Materials.html (See *Model Plan for Large School Districts* or *Model Plan for Small School Districts*)

9. Includes school staff education about sanitation, monitoring, inspection and pest control measures;

10. Gives preference to the use of nonchemical pest control measures;

11. Allows the use of low-impact pesticides if nonchemical pest control measures are ineffective; and

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

The ~~district shall designate the~~ Maintenance II Technician is designated as the Integrated Pest Management Plan Coordinator~~(s) give them~~and has the authority for overall implementation and evaluation of the IPM plan.

~~The district shall designate the Facilities Supervisor as the Integrated Pest Management Plan Coordinator and give them the authority for overall implementation and evaluation of the IPM plan.~~

Integrated Pest Management Plan Coordinator

The IPM Plan Coordinator shall:

1. Attend not less than six hours of IPM training each year. The training shall include at least a general review of integrated pest management principles and the requirements of IPM as required by Oregon statute;

2. Ensure appropriate prior notices are given and posted warnings have been placed when pesticide applications are scheduled;

3. Oversee pest prevention efforts;

4. Ensuring identification and evaluation of pest situation;

5. Determine the means of appropriately managing pest damage that will cause the least possible hazard to people, property and the environment;

6. Ensure the proper use and application of pesticide applications when non-pesticide controls have been unsuccessful;

7. Evaluate pest management results; ~~and~~

8. Keep for at least four years following the application date, records of applied pesticides that include:

   a. A copy of the label;
   b. A copy of the Safety Data Sheet (SDS);
   c. The brand name and U.S. Environmental Protection Agency (USEPA) registration number of the product; ~~The brand name and USEPA[2] registration number of the product;~~
   ~~c.~~d. The pest condition that prompted the application;

   ~~d.~~e. The approximate amount and concentration of pesticide applied;

~~e.~~f. The location of where the pesticide was applied;
~~f.~~g. The type of application and whether the application was effective;
~~g.~~h. The name(s) of the person(s) applying the pesticide;

~~[2]U.S. Environmental Protection Agency~~

h. i. The pesticide applicator's license numbers and pesticide trainee or certificate numbers of the person applying the pesticide;
i. j. The dates and times for the placement and removal of warning signs; and
j. k. Copies of all required notices given, including the dates the IPM Coordinator gave the notices.

9. Respond to inquiries about the IPM plan and refer complainants to Board policy KL - Public Complaints; and

10. Conduct outreach to district staff about the district's IPM plan.

At least once every five years, the Board shall review the IPM plan, make any necessary updates and readopt the IPM plan.[4] The final IPM plan shall include the day, month and year the Board adopted or readopted the plan.

END OF POLICY

Legal Reference(s):

ORS 634.116
ORS 634.700 to -750

Cross Reference(s):

EB - Safety Program
GBE - Staff Health and Safety

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

Notes on Policy GBA Equal Employment Opportunity

- Part of the April 2026 Policy Update
- Required
- Impacted due to laws around VETERAN OR STATE SERVICEMEMBER PREFERENCE
- Summary: Senate Bill 808 (2025) amended ORS 408.225, 408.230 and 408.235, which discusses issuing preferences to veterans and disabled veterans during a hiring or promotion process, and defined and added state servicemembers and former state servicemembers. These are servicemembers who are current servicemembers of the Oregon National Guard or former servicemembers of the Oregon National Guard, and who meet the new provisions.
    - As a result, board policy GBA – Equal Employment Opportunity and administrative regulation GBA-AR – Veteran and State Servicemember Preference has been updated to reflect SB 808 and to account for the four different employment preferences now allowed under Oregon law effective January 1, 2026.
    - After adoption-- notify appropriate staff and other parties in accordance with policy BFD – Board Policy Implementation and/or BFCA – Administrative Regulations.

Policy GBA

- Redline version is OSBA recommended language.
- The grey highlights are all the newly added language or deletions,
- Policy committee's questions answered:
    - The lists classification lists are different in the first and fourth paragraph because they come from different laws. The list in paragraph one is a combination of various federal and Oregon laws regarding employment discrimination. The list in paragraph four comes directly from the definition of "affirmative action" in ORS 243.305(2):

      243.305 Policy of affirmative action and fair and equal employment opportunities and advancement. (1) It is declared to be the public policy of Oregon that all branches of state government shall be leaders among employing entities within the state in providing to its citizens and employees, through a program of affirmative action, fair and equal opportunities for employment and advancement in programs and services and in the awarding of contracts.

      (2) "Affirmative action" means a method of eliminating the effects of past and present discrimination, intended or unintended, on the basis of race, religion, national origin, age, sex, marital status or physical or mental disabilities. [1975 c.529 §1; 1981 c.436 §1; 1989 c.224 §35]
    - You'll notice the last revision date of this statute was in 1989, so this list of protected classes has not been updated since then. OAR 581-022-2405 requires district to have personnel policies addressing affirmative action, which is why we use the statutory definition. If you would like to include more classifications in paragraph four, or otherwise make the two lists more consistent, you certainly could.
    - Clarity around footnotes: Footnotes 2 and 4 were removed because the district has six or more employees.

GBA-AR – Veterans' and State Servicemember Preference

- ASD currently does not have this AR

- The included AR is highly recommended by OSBA
- The policy committee agrees, adding this AR would be beneficial

Ashland School District 5

Code: GBA
Adopted: 2/14/05
Revised/Readopted: 5/08/17; 11/09/23, date
Orig. Code: GBA

Equal Employment Opportunity

{OAR 581-022-2405 requires districts to have personnel policies which address affirmative action and equal employment opportunity.}

Equal employment opportunity and treatment shall be practiced by the district regardless of race[1], color, religion, sex, sexual orientation, gender identity, national origin, marital status, pregnancy, childbirth or a related medical condition, age, veterans' status[2], service in a uniformed service, familial status, genetic information, an individual's juvenile record that has been expunged, and disability if the employee, with or without reasonable accommodation, is able to perform the essential functions of the position.

The district administers preference in hiring or promotion decisions in accordance with Oregon law for applicants claiming preference as a veteran, disabled veteran, state servicemember or former state servicemember.

The superintendent will appoint an employee to serve as the officer in charge of compliance with the Americans with Disabilities Act and the Americans with Disabilities Act Amendments Act (ADA), and Section 504 of the Rehabilitation Act. The superintendent will also designate a Title IX coordinator to comply with the requirements of Title IX of the Education Amendments. The Title IX coordinator will investigate complaints communicated to the district alleging noncompliance with Title IX. The name, address and telephone number of the Title IX coordinator will be ~~provided~~ communicated to all students, parents of students and employees through handbooks and will be published on the district website.

The superintendent will develop other specific ~~recruiting~~recruitment, interview~~ing~~ and evaluation procedures ~~as are~~ necessary to implement this policy. These procedures will seek to provide an equal employment opportunity and eliminate the effects of past and present discrimination[, intended or unintended, on the basis of race, religion, national origin, age, sex, marital status or physical or mental disabilities].

~~Equal employment opportunity and treatment shall be practiced by the district regardless of race[1], color, religion, sex, sexual orientation, gender identity, national origin, marital status, pregnancy, childbirth or a related medical condition[2], age, veterans' status[3], service in uniformed service, familial status, genetic information, an individual's juvenile record that has been expunged, and disability[4] if the employee, with or without reasonable accommodation, is able to perform the essential functions of the position.~~

~~The superintendent will appoint an employee to serve as the officer in charge of compliance with the Americans with Disabilities Act, the Americans with Disabilities Act Amendments (ADA), and Section 504 of the Rehabilitation Act. The superintendent will also designate a Title IX coordinator to comply with~~

[1] Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 ~~(as amended by House Bill 2935 (2021))~~.

~~[2] The district grants a preference in hiring and promotion to veterans and disabled veterans. A veteran is eligible to use the preference any time when applying for a position at any time after discharge or release from service in the Armed Forces of the United States.~~

~~the requirements of Title IX of the Education Amendments. The Title IX coordinator will investigate complaints communicated to the district alleging noncompliance with Title IX. The name, address and telephone number of the Title IX coordinator will be provided to all students and employees.~~

~~The superintendent will develop specific recruiting, interviewing and evaluation procedures as necessary to implement this policy.~~

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 243.317 – 243.323
ORS 326.051
ORS 332.505
ORS 342.934
ORS 408.225
ORS 408.230
ORS 408.235
ORS 652.210 - 652.220
ORS 659.850
ORS 659A.003
ORS 659A.006
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.040
ORS 659A.082
ORS 659A.109
ORS 659A.112
ORS 659A.147
ORS 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.321
ORS 659A.409
ORS 659A.820
OAR 581-021-0045
OAR 581-022-2405
OAR 839-003-0000
OAR 839-006-0435
OAR 839-006-0440
OAR 839-006-0450
OAR 839-006-0455
OAR 839-006-0460
OAR 839-006-0465

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, et. seq. (2018).
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2018); 29 C.F.R Part 1626 (2019).
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 794 (2018); 34 C.F.R. Part 104 (2019).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018).
Chevron USA Inc. v. Echazabal, 536 U.S. 736 (2002).
Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301-4303 (2018).

Cross Reference(s):

AC - Nondiscrimination

Notes on Policy GBN/JBA Sexual Harassment

- Part of the OSBA April 2026 policy update
- Required
- Note: Policy GBN/JBA is the same as Policy JBA/GBN. When we update one, we update both
- Updates follow new language as required by law
- Redline shows OSBA's recommended revisions
- We have also updated our Title IX Coordinator to our new Director of Student Services

GBN/JBA AR

- Not part of OSBA's policy updates
- Went ahead and updated the Title IX Coordinator on the AR to match the policy

Ashland School District 5

Code: **GBN/JBA**
Adopted: 4/12/04
Revised/Readopted: 5/08/17; 11/14/18; 12/14/20; 3/12/26, 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 parties[1] 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 consent[2].

---

[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.

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
Krista Gutierrez Paris			
~~April Harrison~~	Director, Student Services	541-482-2438	Krista.GutierrezParis@ashland.k12.or.us ~~April.Harrison@ashland.k12.or.us~~

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;

~~2.~~3. Review of video surveillance;

~~3.~~4. Review of written communications, including electronic communications;

4.5. Review of any physical evidence; and

5.6. 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.

Notices

When a person[3] 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 include[4]:

1. Name and contact information for all persons 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
    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

[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.

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.

Additionally, notice must be provided to the person who initiated the complaint and, if applicable, the person's parents, when an investigation is initiated and when it is concluded. The notification at the conclusion of the investigation must include whether a violation of the policy was found to have occurred, to the extent allowable under state and federal student confidentiality laws.

[Oregon Department of Education (ODE) Support

The ODE will provide technical assistance and training upon request.]

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 activity[5];

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 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.

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[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))

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 measures[7] to the complainant and by following a grievance procedure[8] 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 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

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[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).

[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))

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 retaliate[11] 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.

END OF POLICY

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

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).
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

Cross Reference(s):

AC - Nondiscrimination and Civil Rights
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
JFE - Pregnant and Parenting Students
JHFE/GBNAB - Suspected Abuse of a Child Reporting Requirements

Memo

DATE: TBD
TO: Ashland School District Board
FROM: Linda Reid, Housing Program Manager
DEPT: City of Ashland Planning Department
RE: Non-profit Corporation Low-Income Housing Property Tax Exemption Program

SUMMARY

Over the years, the Oregon State Legislature has authorized several programs that allow local governments to offer property tax exemptions as a means of encouraging the development of needed housing types in their communities. One such program is the Non-Profit Corporation Low-Income Housing Property Tax Exemption, as outlined in ORS 307.540 to 307.548. Property tax exemptions for affordable housing are a critical tool for several reasons. They help reduce the operating costs for non-profit housing providers, making developments more financially viable and enabling them to offer lower rents. These exemptions also serve to incentivize the construction of specific housing types or to direct development to priority areas, such as those along transit corridors. Furthermore, offering such exemptions can enhance a community's competitiveness when seeking regionally distributed affordable housing resources.

This particular exemption is available to non-profit organizations developing housing that serves households earning 60 percent or less of the Area Median Income. In order to implement the exemption and allow for a 100 percent property tax abatement, at least 51 percent of the overlapping taxing jurisdictions must approve participation in the program. In Ashland, this threshold can be met with approval from both the City and the Ashland School District.

Staff presented to the City Council about the Non-Profit Affordable Housing Tax Exemption program, and whether the City should proceed with adoption of the attached ordinance to establish this exemption locally at a Study Session on May 25, 2025. At that time the Council directed staff to contact the Ashland School District to gauge their level of interest. City staff is reaching out to the Ashland School District to request their participation in order to meet the required threshold for implementation.

BACKGROUND AND ADDITIONAL INFORMATION

The City began exploring the Non-Profit Low-Income Tax exemption when the issue was brought to staff's attention by Columbia Care, a non-profit housing provider. The City's implementation of a tax exemption in collaboration with other taxing Districts in Ashland would directly support the development and operation of income restricted housing that includes services, such as those provided by both Columbia Care and Options for Southern Oregon. Other organizations also provide low-income housing in Ashland such as the Starthistle and Rogue Ridge developments, targeting special needs populations with the lowest income (30% AMI) while also offering case management.

ORS 307.540–548, known as the Non-Profit Corporation Low-Income Housing Property Tax Exemption, was originally approved in 1985 and later extended in 2011. This program allows for a property tax exemption for low-income housing developed by non-profit organizations serving households earning 60% or less of the Area Median Income (AMI). Local governments have the option to increase the eligible income threshold to 80% AMI after the first year of occupancy. The exemption can be applied to both existing housing and new development and may also include land held for future affordable housing development. Local jurisdictions are permitted to adopt additional eligibility criteria, provided they are not inconsistent with the requirements set forth in state law. While annual applications are required, there is no limit on the length of time a property

can remain exempt, so long as it continues to meet the program's eligibility requirements. As a point of reference, the City of Medford adopted a Non-Profit Corporation Low-Income Housing Property Tax Exemption Program in September 2022.

FISCAL IMPACTS

The property tax exemption would reduce the revenue the City and other taxing districts receive from property taxes on low-income rental housing units owned by non-profit entities. The exemption is not automatic, non-profit entities would need to apply to receive the exemption, but once the exemption is approved, the city and other taxing entities would then lose their allotment of tax revenues from the non-profit affordable housing developments which are currently subject to paying property taxes. The school district would also lose a portion of the property tax collected on non-profit owned affordable housing developments. Future revenue from any newly developed affordable housing that meets the criteria could also be eligible for the exemption. Housing units owned and managed by the Housing Authority of Jackson County are already statutorily exempt from property taxes, and the County has also granted exemptions to housing units owned and managed by Access. Currently, two developments would qualify for a property tax exemption: Columbia Care's Rogue Ridge Development and Starthistle, owned by Options for Southern Oregon. Together, these existing developments account for approximately $8,000 in annual tax revenue for the City, and approximately $13,000 in annual tax revenue for the School District. A total of 42 units of affordable housing has been developed by non-profit affordable housing providers in the past 25 years. It is expected that at least as many units will be developed in the same period in the future. Consequently, the future impact is expected to be substantially similar.

Between 2000 and 2025 a total of 276 units of deed restricted affordable housing. Of those only 42 homes were developed by non-profit affordable housing providers that aren't already tax exempt and therefore would qualify for the exemption.

- 2025 City's estimated tax reduction- $7,021
- 2025 City's Special Assessments/Bonds-$101.24
- 2025 School District estimated tax reduction-$8,927.91
- 2025 School District's Special Assessments/Bonds-$3,296.06

It is anticipated that non-profit affordable housing providers will produce approximately the same number of affordable housing units over time, and hopefully more. A tax assessment on these developments is expected to increase at a rate of 3% each year. Over the next 25 years it is expected that the amount of taxes the School district will forgo will be approximately $13,000 per year. However, it is our understanding that any lost funding will be backfilled by the State.

SUGGESTED NEXT STEPS

If the School Board is amendable to approving the tax exemption, the next steps would include returning to the City Council to move forward with consideration of an ordinance adoption exempting non-profit affordable housing units developed in Ashland from property taxes. Upon receiving direction from Council, staff will send the draft ordinance for review by the City's Legal Department to ensure consistency with state law and local requirements. Approval by both the City of Ashland and the Ashland School District would meet the 51% threshold of overlapping taxing jurisdictions required for the program to offer a full property tax exemption. Staff would report back to the Council on the outcome of discussions with the School District and any necessary adjustments to the ordinance prior to undertaking the adoption Process.

REFERENCES & ATTACHMENTS

Non-Profit Corporation Low-Income Housing Tax Exemption Draft Ordinance

CITY OF ASHLAND

Non-Profit Corporation Low-Income Housing Property Tax Exemption Program

ASD School Board July 9, 2026

State Program Overview

Non-Profit Corporation Low-Income Housing Property Tax Exemption: ORS 307.540 to 307.548

- Originally approved in 1987 and extended in 2011.
- Currently nine other Cities in Oregon offer a tax exemption for low-income housing developed by non-profit entities under the State's program.
- Only applies to multi-family housing developments owned by non-profit entities.
- Must be occupied/targeted to low-income households, defined as 60% of the Area Median Income or below.
- Applications are required to be renewed annually.

City of Ashland Goals

The City Adopted the Housing Production Strategy in 2023. This action supports two strategies identified in the HPS.

Strategy K: *Work with partners to support the development of additional permanent supportive housing.*

Strategy I: Implement the Multiple Unit Property Tax Exemption (MUPTE) to support multifamily or affordable housing, as this action would provide a tax exemption for the development of affordable housing. *However, it is important to note that while MUPTE generally, offers a property tax exemption for a broader range of rental housing types — including market-rate developments — the proposed non-profit low-income housing property tax exemption is specifically limited to affordable housing projects.*

The Request

The Non-Profit Corporation Low Income Housing Tax Exemption is a tool to incentivize needed housing types- specifically **rental** housing provided by **non-profit** affordable housing providers serving households with the lowest incomes, **60% AMI and below**.

- Council Requested School board feedback regarding interest in moving forward with a tax exemption.
- The City and the School District represent 51% of the taxing entities.
- This action is expected to have minimal impact on tax revenues to the school district.

Fiscal Impacts

The City's implementation of a tax exemption in collaboration with other taxing Districts in Ashland would directly support the development and operation of income restricted housing that includes services.

- The property tax exemption would reduce the revenue the City and other taxing districts receive from property taxes on low-income rental housing units owned by non-profit entities.
- The exemption is not automatic, non-profit entities would need to apply to receive the exemption.
- Housing units owned and managed by the Housing Authority of Jackson County are already statutorily exempt from property taxes.
- The County has also granted exemptions to properties owned and managed by Access.
- Much of the affordable housing stock in Ashland is owned and managed by HAJC or Access.

Additional Information

- City of Medford adopted its Non-Profit Corporation Low-Income Housing Property Tax Exemption Program in September 2022.

- The Housing Authority of Jackson County and Access already receive tax exemptions.
- Only 45 units of affordable housing that meets this criteria have been developed in the last 20 years.

- Local governments have the option to increase the eligible income threshold to 80% of AMI after the first year of occupancy.

- The exemption can be applied to both existing housing and new development and may also include land held for future affordable housing development.

- Local jurisdictions are permitted to adopt additional eligibility criteria.

Questions or Comments?

Linda Reid, MSW
City of Ashland, Housing Program Manager
Linda.reid@ashland.or.us
541-552-2043

MONTHLY SCHOOL BOARD FINANCIAL REPORT

Ashland School District No. 5

Financial Data through the Month Ending June 30, 2026

July 9, 2026

Board Meeting

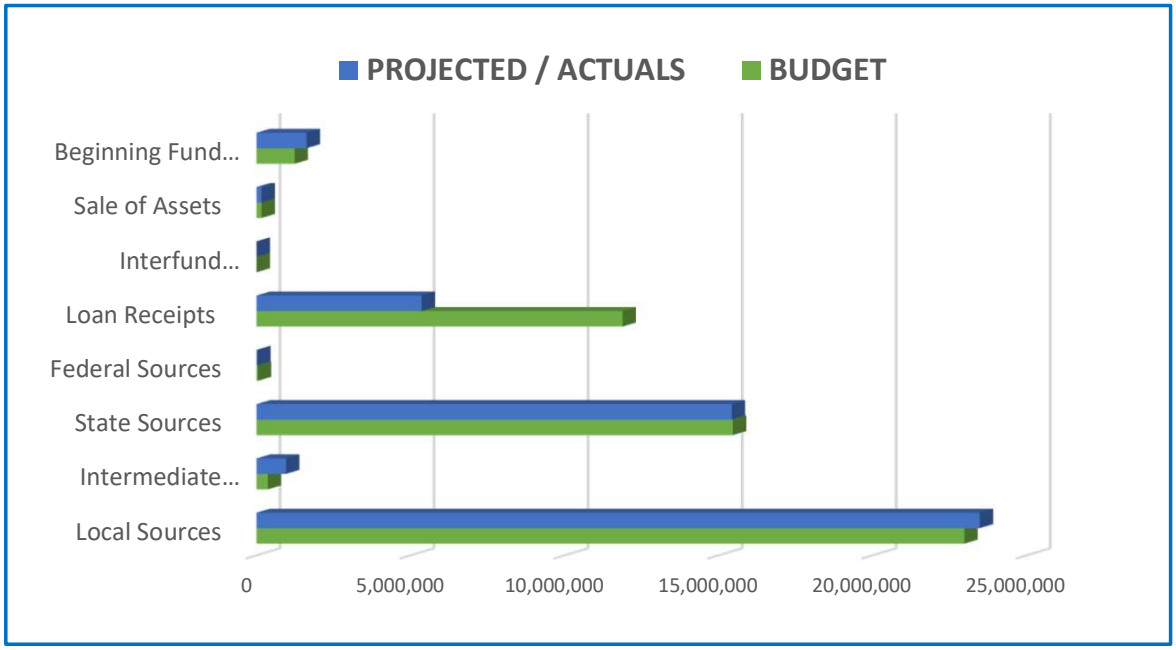
Presented By: Sherry Ely, Director of Business Services

2025.2026 GENERAL FUND (100)

REVENUE

Financial Data Ending June 30, 2026

REVENUE SOURCES BY FUNCTION		BUDGET	PROJECTED / ACTUALS	(Over)/Under Budget
Local Sources	**1000**	22,974,370.00	23,472,468.80	(498,098.80)
Intermediate Sources	**2000**	365,000.00	956,493.82	(591,493.82)
State Sources	**3000**	15,459,445.00	15,424,904.43	34,540.57
Federal Sources	**4000**	40,000.00	22,772.29	17,227.71
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	**47,018,819.34**	**5,095,400.66**



NOTES

REVENUE: The only item of note is that our ESD flow through came in about $40K higher than what we had originally projected. This is due to to the fact that it was more cost effective and efficient to outsource services - particularly Speech Pathology.

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

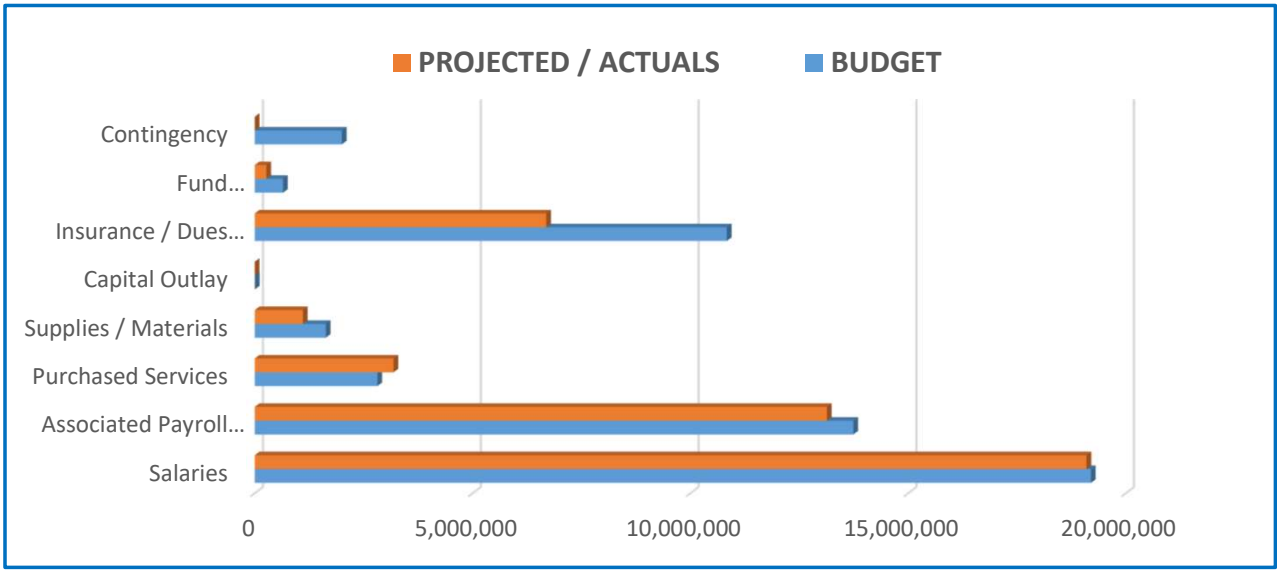
Source	2025.2026 Budget	Actual YTD Rev. 06.30.2026	Projected through 06.30.2026	Total Estimated 2025.2026	(Over)/Under Budget	Actual YTD Rev. 06.30.2025	2024.2025 Budget	(Over)/Under Budget
SSF Funding								
1111 Current Year Property Taxes	17,000,000	**17,594,497**	-	17,594,497	(594,497)	**16,685,098**	17,475,000	789,902
1112 Delinquent Property Tax	-	**-**	-	-	-	**-**	-	-
1190 Penalties & Interest on Taxes	9,500	**18,973**	-	18,973		**10,280**		(10,280)
3101 State School Support Funds	15,101,626	**15,069,206**	-	15,069,206	32,420	**14,832,002**	14,004,000	(828,002)
3101 SSF - Due to ODE		**-**	-	-	-			-
3103 Common School Fund	357,819	**355,699**	-	355,699	2,120	**348,739**	354,000	5,261
Total SSF Funding	32,468,945	33,038,375	-	33,038,375	(559,956)	31,876,119	31,833,000	(43,119)
								-
Total SSF Revenue	**$ 32,468,945**	**$ 33,038,375**	**$ -**	**$ 33,038,375**	**$ (559,956)**	**$ 31,876,119**	**31,833,000**	**(43,119)**
Non State School Support Formula Sources								
Local Sources								
1120 Local Option	4,800,000	**4,858,047**	-	4,858,047	(58,047)	**4,717,915**	5,200,000	482,085
1123 Local Option Penalties & Interest	2,700	**5,243**	-	5,243	(2,543)	**2,912**		(2,912)
1311 and 1312 Tuition	50,000	**44,596**	-	44,596	5,404	**43,044**	50,000	6,956
1412 Transportation Fees	17,500	**11,587**	-	11,587	5,913	**18,684**	25,000	6,316
1510 Earnings on Investments	750,000	**614,219**	-	614,219	135,781	**660,557**	900,000	239,443
1740 Fees	1,200	**3,890**	-	3,890	(2,690)	**2,010**	-	(2,010)
1910 Rentals	18,320	**57,034**	-	57,034	(38,714)	**34,736**	75,000	40,265
1920 Donations from Private Sources	25,100	**16,163**	-	16,163	8,937	**907,657**	25,000	(882,657)
1940 Serv Provided to Other districts	20,000	**2,500**		2,500	17,500	**6,385**	25,000	18,615
1960 Recovery of Prior Year Expenditures	15,000	**5,921**		5,921	9,079	**14,747**	10,000	(4,747)
1980 Fees Charged to Grants	150,000	**143,960**		143,960	6,040	**139,797**	300,000	160,203
1990 Miscellaneous Local Revenue	115,050	**95,837**		95,837	19,213	**119,056**	100,000	(19,056)
Total Non Formula Local Sources	5,964,870	5,858,999	-	5,858,999		**6,667,498**	6,710,000	**42,502**
							-	-
Intermediate Sources								-
2199 - Other Inter. Sources	365,000	**956,494**	-	956,494		**819,410**	800,000	(19,410)
Total Intermediate Sources	365,000	956,494	-	956,494	-	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
4801 Federal Forest	30,000	**22,772**	-	22,772		**40,000**	30,000	(10,000)
Total State/Federal Sources	40,000	22,772	-	22,772	-	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**		1,623,616	(388,211)	**(2,004,188)**	1,000,000	3,004,188
Total Other Sources	13,275,405	7,142,180	-	7,142,180	(388,211)	280,000	1,160,000	**880,000**
		-					**-**	-
Total Non SSF Revenue	**$ 19,645,275**	**$ 13,980,445**	**$ -**	**$ 13,980,445**	**$ (388,211)**	**$ 7,806,908**	**$ 8,860,000**	**1,053,092**
								-
Total Resources	**$ 52,114,220**	**$ 47,018,819**	**$ -**	**$ 47,018,819**	**$ 5,095,401**	**$ 39,683,027**	**$ 40,693,000**	**1,009,973**
						$ 39,683,022		
		Less Estimated Requirements		**$ 43,484,454**		**Estimated 24.25 EFB**		**1,458,426**
		Estimated Ending Fund Balance		***$ 3,534,366***				

2025.2026 GENERAL FUND (100)

EXPENSES

Financial Data Ending June 30, 2026

EXPENSES BY OBJECT		BUDGET	PROJECTED / ACTUALS	(Over)/Under Budget
Salaries	**100**	19,201,356.00	19,098,815.22	102,540.78
Associated Payroll Costs	**200**	13,739,894.00	13,132,876.20	607,017.80
Purchased Services	**300**	2,815,114.00	3,187,341.08	(372,227.08)
Supplies / Materials	**400**	1,631,221.00	1,108,169.67	523,051.33
Capital Outlay	**500**	6,000.00	0.00	6,000.00
Insurance / Dues / Fees/Loan Pmnt	**600**	10,835,182.00	6,691,565.75	4,143,616.25
Fund Transfers/Flow Thru	**700**	650,000.00	265,685.64	384,314.36
Contingency	**800**	2,000,000.00	0.00	2,000,000.00
		50,878,767.00	**43,484,453.56**	**7,394,313.44**



NOTES

EXPENSE: Nothing concerning that hit the expenditure side - Our current Ending Fund Balance is projected at $3.5 million or 8.13%. We are currently working through the Interim Audit with the full Audit starting the first week of September. There are always adjustments made through the audit process so I will bring a final 2025.2026 report once the audit is completed.

	2025.2026 Budget	Actual YTD EXP 06.30.2026	Encumbrances Projected through 06.30.2026	Total Estimated 2025.2026	(Over)/ Under Budget	% Committed	2024.2025 Budget	2024.2025 YTD Expense	(Over)/Under Budget
Instruction									
1111 Elementary, K-5 or K-6	6,128,132.00	**5,824,952.00**	0.00	5,824,952.00	303,180.00	0.95	6,538,879.78	6,372,853.06	**166,026.72**
1113 Elementary Extracurricular	9,058.00	**455.06**	0.00	455.06	8,602.94		5,486.80	10,164.13	**-4,677.33**
1121 Middle/Junior High Programs	3,505,613.00	**$ 3,768,641.24**	0.00	3,768,641.24	-263,028.24	1.08	4,073,027.82	3,883,237.01	**189,790.81**
1122 Middle/Junior High School Extracurricular	261,926.00	**$ 227,482.51**	0.00	227,482.51	34,443.49	0.87	250,512.57	237,170.30	**13,342.27**
1131 High School Programs	5,568,609.00	**$ 5,403,194.15**	0.00	5,403,194.15	165,414.85	0.97	5,378,092.35	5,017,450.91	**360,641.44**
1132 High School Extracurricular	945,412.00	**$ 806,449.63**	0.00	806,449.63	138,962.37	0.85	1,001,075.58	789,165.23	**211,910.35**
1210 Programs for the Talented and Gifted	3,570.00	**$ 8,386.60**	0.00	8,386.60	-4,816.60	2.35	11,871.50	8,933.85	**2,937.65**
1220 Restrictive Pgms for Students w/Disabilities	84,405.00	**$ 26,383.95**	0.00	26,383.95	58,021.05	0.31	77,941.05	65,487.33	**12,453.72**
1227 Extended School Year	480.00	**0.00**	0.00	0.00	480.00		5,000.00	2,961.46	**2,038.54**
1250 Programs for Students w/Severe Disabilities	3,769,521.00	**$ 3,695,060.26**	0.00	3,695,060.26	74,460.74	0.98	4,250,889.56	3,741,598.91	**509,290.65**
1280 Alternative Education	1,718,133.00	**$ 1,876,876.29**	0.00	1,876,876.29	-158,743.29	1.09	1,695,037.18	1,630,659.77	**64,377.41**
1291 English Second Language Programs	300,404.00	**$ 130,920.84**	0.00	130,920.84	169,483.16	0.44	144,493.32	124,504.85	**19,988.47**
1400 Summer School	0.00	**$ -**	0.00	0.00	0.00			2,477.39	
Total Instruction	**22,295,263.00**	**21,768,802.53**	**0.00**	**21,768,802.53**	**526,460.47**		**23,432,307.51**	**21,886,664.20**	**1,545,643.31**
	22,295,263.00	**21,768,802.53**	0.00	21,768,802.53					
Support Services									
2110 Attendance and Social Work Services	68,188.00	**$ 65,330.47**	0.00	65,330.47	2,857.53	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	**$ 707,837.51**	0.00	707,837.51	135,438.49	0.84	815,859.32	744,028.35	**71,830.97**
2130 Health Services	474,530.00	**$ 238,162.17**	0.00	238,162.17	236,367.83	0.50	307,844.00	157,413.67	**150,430.33**
2140 Psychological Services	117,612.00	**$ 326,952.26**	0.00	326,952.26	-209,340.26	2.78	251,481.64	154.00	**251,327.64**
2150 Speech Pathology and Audiology Services	276,911.00	**$ 516,833.44**	0.00	516,833.44	-239,922.44	1.87	443,149.54	552,920.96	**-109,771.42**
2190 Service Directions, Student Support Svcs	520,690.00	**$ 482,189.60**	0.00	482,189.60	38,500.40	0.93	421,685.00	492,578.18	**-70,893.18**
2210 Improvement of Instruction Services	116,089.00	**115,263.99**	0.00	115,263.99	825.01	0.99	109,473.27	167,697.88	**-58,224.61**
2220 Library/Media Center	269,676.00	**228,034.20**	0.00	228,034.20	41,641.80	0.85	295,932.60	262,994.95	**32,937.65**
2230 Assessment and Testing	86,850.00	**1,288.31**	0.00	1,288.31	85,561.69	0.01	8,150.00	202,446.74	**-194,296.74**
2240 Staff Development	22,773.00	**-20,165.58**	0.00	-20,165.58	42,938.58	-0.89	59,565.00	18,109.54	**41,455.46**
2310 Board of Education	221,555.00	**307,697.31**	0.00	307,697.31	-86,142.31	1.39	200,218.00	280,040.98	**-79,822.98**
2320 Office of the Superintendent Services	469,851.00	**474,614.35**	0.00	474,614.35	-4,763.35	1.01	460,535.82	469,399.80	**-8,863.98**
2410 Office of the Principal Services	3,089,689.00	**3,068,117.68**	0.00	3,068,117.68	21,571.32	0.99	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	**689,759.33**	0.00	689,759.33	243.67	1.00	698,011.86	847,082.37	**-149,070.51**
2540 Maintenance	4,217,104.00	**4,328,497.45**	0.00	4,328,497.45	-111,393.45		4,285,988.28	4,209,493.92	**76,494.36**
2543 Care and Upkeep of Grounds Services	22,000.00	**54,869.88**	0.00	54,869.88	-32,869.88	2.49	39,000.00	35,880.03	**3,119.97**
2550 Student Transportation Services	1,190,376.00	**1,191,891.36**	0.00	1,191,891.36	-1,515.36	1.00	1,212,285.73	1,437,419.46	**-225,133.73**
2640 Staff Services	493,855.00	**473,605.68**	0.00	473,605.68	20,249.32	0.96	406,257.66	324,169.99	**82,087.67**
2660 Technology Services	2,061,443.00	**1,970,034.68**	0.00	1,970,034.68	91,408.32	0.96	2,130,579.93	2,111,429.84	**19,150.09**
2700 Supplemental Retirement	317,304.00	**330,864.21**	0.00	330,864.21	-13,560.21		283,386.41	326,766.16	**-43,379.75**
Total Support Services	**15,713,504.00**	**15,551,678.30**	**0.00**	**15,551,678.30**	**161,825.70**		**15,740,692.17**	**15,837,937.01**	**-97,244.84**
	15,713,504.00	**15,551,678.30**	0.00	15,551,678.30	161,825.70	15,551,678.30			
Community Services									
3300 Welfare Activities Services	0.00	**0.00**	**0.00**	**0.00**			5,000.00	**0.00**	
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	**5,906,087.04**	0.00	5,906,087.04	4,313,912.96				
5200 Transfers of Funds	650,000.00	**257,885.64**	0.00	257,885.64	392,114.36	0.40	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**	**6,163,972.68**	**0.00**	**6,163,972.68**	**3,627,567.36**		**1,515,000.00**	**500,000.00**	**1,015,000.00**
		0.00							
Total Requirements	**52,114,220.00**	**43,484,453.51**	**0.00**	**43,484,453.51**	**8,629,766.49**		**40,692,999.68**	**38,224,601.21**	**2,468,398.47**

General Fund (100)	Appropriations	YTD	Encumbrances	Totals	Resolutions	(Over)/Under Budget
1000 Instruction	$ 22,295,263.00	**$ 21,768,802.53**	$ -	$ 21,768,802.53	$ -	$ 526,460.47
2000 Support Services	$ 15,713,504.00	**$ 15,551,678.30**	$ -	$ 15,551,678.30	$ -	$ 161,825.70
3000 Community Services	$ -	$ -	$ -	$ -	$ -	$ -
5120 Short Term Debt Service	$ 10,220,000.00	**$ 6,163,972.68**	$ -	$ 6,163,972.68	$ -	$ 4,056,027.32
5200 Transfers	$ 650,000.00	$ -	$ -	$ -	$ -	$ 650,000.00
6000 Contingency	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ 2,000,000.00
Sub Total	**$ 50,878,767.00**	**$ 43,484,453.51**	$ -	**$ 43,484,453.51**	$ -	**$ 7,394,313.49**
7000 Unappropriated EFB	$ 1,235,453.00	$ -	$ -	$ -	$ -	$ 1,235,453.00
Donations Fund Raising (105)						
1000 Instruction	$ 412,948.00	**$ 302,539.18**	$ -	$ 302,539.18	$ -	$ 110,408.82
2000 Support Services	$ 11,990.00	**$ 11,990.00**	$ -	$ 11,990.00	$ -	$ -
3000 Community Services	$ 4,900.00	**$ 4,900.00**	$ -	$ 4,900.00	$ -	$ -
	$ 429,838.00	**$ 319,429.18**	$ -	**$ 319,429.18**	$ -	**$ 110,408.82**
Class Fees (110)						
1000 Instruction	$ 260,046.00	**$ 130,813.83**	$ -	$ 130,813.83	$ -	$ 129,232.17
2000 Support Services	$ 28,324.00	**$ 28,324.00**	$ -	$ 28,324.00	$ -	$ -
3000 Community Services	$ -	$ -	$ -	$ -	$ -	$ -
	$ 288,370.00	**$ 159,137.83**	$ -	$ 159,137.83	$ -	$ 129,232.17
Special Revenue Funds						
1000 Instruction	$ 3,709,448.00	**$ 3,097,630.53**	$ -	$ 3,097,630.53	$ -	$ 611,817.47
2000 Support Services	$ 2,388,745.00	**$ 1,922,995.64**	$ -	$ 1,922,995.64	$ -	$ 465,749.36
3000 Community Services	$ 1,283,100.00	**$ 1,283,097.23**	$ -	$ 1,283,097.23	$ -	$ 2.77
4000 Facility Acquisition	$ 40,000.00	$ -	$ -	$ -	$ -	$ 40,000.00
5200 Transfers	$ -	$ -	$ -	$ -	$ -	$ -
5300 Apportionment of funds		$ -	$ -	$ -	$ -	$ -
Sub Total	**$ 7,421,293.00**	**$ 6,303,723.40**	$ -	**$ 6,303,723.40**	$ -	**$ 1,117,569.60**
Debt Service (301)						
5100 Debt Service	$ 8,480,400.00	**$ 8,329,886.88**	$ -	$ 8,329,886.88	$ -	$ 150,513.12
Sub Total	**$ 8,480,400.00**	**$ 8,329,886.88**	$ -	**$ 8,329,886.88**	$ -	**$ 150,513.12**
Facilities (400)						
2000 Support Services	$ 396,515.00	**$ 126,156.34**	$ -	$ 126,156.34	$ -	$ 270,358.66
4000 Facilities Acquisition	$ 7,065,009.00	**$ 2,764,076.09**	**$ 786,335.79**	$ 3,550,411.88	$ -	$ 3,514,597.12
6000 Contingencies	$ 3,000,000.00	$ -	$ -	$ -	$ -	$ 3,000,000.00
Sub Total	**$ 10,461,524.00**	**$ 2,890,232.43**	**$ 786,335.79**	**$ 3,676,568.22**	$ -	**$ 6,784,955.78**

Internal Service Funds (600)						
2000 Support Services	$ 10,342,014.00	**$ 7,870,298.42**	**$ -**	$ 7,870,298.42	$ -	$ 2,471,715.58
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**	**$ 7,870,298.42**	**$ 25,000.00**	**$ 7,895,298.42**	**$ -**	**$ 3,331,365.58**
Trust & Agency Funds (700)						
1000 Instruction	$ -	**$ -**	**$ -**	$ -	$ -	$ -
2000 Support Services	$ -	**$ -**	**$ -**	$ -	$ -	$ -
3000 Community Services	$ 285,000.00	**$ 171,792.00**	**$ -**	$ 171,792.00	$ -	$ 113,208.00
6000 Contigency	$ -	**$ -**	**$ -**	$ -	$ -	$ -
Sub Total	**$ 285,000.00**	**$ 171,792.00**	**$ -**	**$ 171,792.00**	**$ -**	**$ 113,208.00**
7000 Unappropriated EFB	$ 13,750.00	**$ -**			$ -	
Total Appropriations	**$ 89,471,856.00**	**$ 69,528,953.65**	**$ 811,335.79**	**$ 70,340,289.44**	**$ -**	**$ 19,131,566.56**
Total Unappropriated	$ 1,249,203.00	**$ -**	**$ -**	$ -	$ -	$ 1,249,203.00
TOTAL	**$ 90,721,059.00**	**$ 69,528,953.65**	**$ 811,335.79**	**$ 70,340,289.44**	**$ -**	**$ 20,380,769.56**

Fund	Description	7/1/2025 Actual Beginning Fund Balance	Budget Rev	Total Revenue	Budg Exp	Accounts Receivable	Actual Grant Award	YTD Revenue	YTD Expenditures	Encumbrances	Balance as of 6/30/2026
200	Special Revenue Funds	-	800,000	-	800,000			-	-	-	-
201	Southern Promise Grant	953	-	953				-	-	-	953
203	Staff Health Center	1,315	14,527	1,315	14,527			-	604	-	711
205	SOU (NSF Prime) Grant	5,767	-	5,767	-			-	-	-	5,767
206	ODE CTE Program Grants	(3,467)	-	7,965		6,934		4,896	8,363	-	0
207	SOESD - SOREN	(3,857)	-	-		3,857		-	-	-	-
208	TAP Grants (ODE)	(2,901)	-	-		2,901		-	-	-	-
209	Ashland Community Health Intern Grant	17,992	-	17,992		-		52,992	57,316	-	13,668
210	SPED Miscellaneous Grants	-	-	1,407		3,814		-	3,814	-	(0)
211	Title III via SOESD	(1,643)	5,000	3,045	5,000	5,188		-	3,545	-	(0)
212	Summer Learning Grant	-	-	-	-	2,525	350,000	-	2,525		
213	Helman Soroptimist Grant	155	-	155				-	-	-	155
214	Title IV-A	-	62,149	17	62,149	54,434	54,780	346	54,780	-	-
215	ESSER	(62)		1,454		1,516			1,454		0
220	EIIS Grant	-	7,600	-	7,600	-	8,492	8,492	8,492	-	-
221	Title I-A	-	711,483	47,796	711,483	-	683,533	579,125	579,125	-	104,408
222	Title II A	-	98,641	216	98,641	-	89,349	118,607	118,607	-	-
229	IDEA	2,844	470,026	41,912	470,026	-	442,815	442,815	442,815	-	2,844
251	Student Investment Account	-	2,507,495	201,645	2,507,495	-	2,507,495	2,435,000	2,435,000	-	
252	Measure 98	-	756,062	49,136	756,062	-	730,879	732,926	732,926	-	-
256	Farm to Education	(2,911)	25,000	2,923	25,000	51	25,000	2,911	2,962	-	19,126
262	BAASS	(3,797)	3,055	-	3,055	3,797		-	-	-	-
266	AMS Student Body	(74)	-	-		74		-	-	-	-
267	AHS Student Body Account	89,677	-	89,677	-			129,607	34,649	-	94,958
270	Early Literacy Success	-	-	-		-	113,942	116,069	116,069	-	0
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	-		185,000	161,408	-	23,592
280	Senate Bill 1149	17,845	6,000	17,845	21,000		-	7,319	-	-	25,164
281	Oregon Community Foundation	-	-	-	-	-	-	4,025			4,025
282	ASPIRE Partnership Grant	10,441	-	10,441	14,441			1,992	908	-	11,525
283	AHS Dual Credit - ASF Support	5,000	-	5,000				-	-	-	5,000
285	Fast Forward Fund	6,860	-	6,860	6,900			-	4,012	-	2,849
286	ASF - Strings, Band, Orchestra	(14,463)	-	(0)		14,463		-	-	-	(0)
287	Fee Fund	7,632	-	7,632	-			-	-	-	7,632
288	Technology Fund	24,682	-	24,682	-			-	-	-	24,682
289	Class of 1958 (Fee Fund-OCF)	7,564	-	7,564	-			1,907		-	9,471
290	OSU Outdoor School Program	(3,309)	125,000	11,096	125,000	80,210	80,210	-	80,210	-	(0)
291	Ashland Schools Foundation	44,120	150,000	44,120	198,083			153,720	148,792	-	49,048
292	Affinity Group Funding	5,661	-	23,907	-	27,172		1,000	25,851	-	7,981
294	Technology Infusion/Ashland Rotary-Walker School	341	-	341	-			-	36	-	305
295	Contributions/Donations	38,669	-	38,669	34,592			2,900	5,498	-	36,070
296	AHAA Grants	1,168	-	1,168	-			-	-	-	1,168
297	OEA Choice Trust Wellness Program	294	25,000	294	50,000	135		-	429	-	0
298	LGBTQ2SIA Consortium	19,858	15,000	19,858	37,033			-	772	-	19,086
299	Nutrition Services	265,667	1,270,000	765,667	1,270,000	-		1,261,907	1,269,861	-	257,713
		-	-	-							-
		-	-	-							-
	Grand Total	$ 577,876	7,237,038	1,498,371	7,403,087	$ 207,070	$ 5,086,495	$ 6,243,556	$ 6,303,724	$ -	821,324

FY 2025.2026		JUL Actuals	AUG Actuals	SEP Actuals	OCT Actuals	NOV Actuals	DEC Actuals	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	Projected Total	Adopted Budget
REVENUE															
General Funds															
Cash at July 1, 2025	**12,149,624**														
Local Sources		170,156	129,494	93,256	79,934	20,242,644	375,448	247,248	302,199	613,290	173,148	284,599	779,782	23,491,198	22,974,370
Intermediate Sources								447,769	-	-	-	-	508,725	956,494	365,000
State Sources		2,604,653	1,301,545	1,301,545	1,300,274	1,300,274	1,298,881	1,113,881	1,476,730	1,212,766	1,212,767	1,123,738	177,849	15,424,903	15,459,445
Federal Sources		-	-	-	-	-	-	-	-	-	22,772	-	-	22,772	40,000
Sale of Fixed Assets			-	-	-				-	160,000	-	-	-	160,000	13,275,405
Loan Proceeds							5,358,564							5,358,564	
Beginnig Cash Balance(all other Funds)															
Special Revenue Funds		36,713	93,456	47,141	425,603	832,948	235,717	862,843	408,700	569,447	484,097	486,627	1,760,263	6,243,556	7,421,293
Student Body Funds		8,834	25,641	71,887	57,006	59,523	49,170	67,217	27,525	52,839	54,714	46,019	18,642	539,016	718,208
Debt Service		37,500	30,841	20,866	15,277	7,649,534	104,357	25,000	54,134	194,884	36,411	68,247	253,607	8,490,656	8,480,400
Capital Projects - 401, 402, 403		1,193,137	14,828	839,423	1,215,536	4,847	479,581	8,068	22,057	8,594	31,266	3,382	697,217	4,517,935	10,461,524
600-Insurance Fund		195,740	153,213	577,416	622,815	581,265	669,731	715,988	667,438	661,542	707,545	676,841	1,320,480	7,550,014	
6xx-Other Internal Service funds		4,469	1,333	12,272	12,334	4,283	12,122	12,071	12,184	12,420	11,854	12,444	73,031	180,818	
700 - Trust & Agency		0	0	46,375		12,600		1,000	12,767	6,833	6,000	51,750	0	137,325	
TOTAL REVENUE	**12,149,624**	**4,251,203**	**1,750,350**	**3,010,180**	**3,728,777**	**30,687,918**	**8,583,571**	**3,501,085**	**2,983,734**	**3,492,616**	**2,740,574**	**2,753,647**	**5,589,595**	**85,222,874**	**79,195,645**
EXPENDITURES															
100-Salaries		426,461	558,220	1,610,731	1,704,116	1,614,031	1,615,453	1,634,749	1,617,884	1,640,187	1,591,001	1,624,793	3,461,190	19,098,815	19,201,356
200-Payroll Costs		268,089	344,081	1,097,128	1,099,804	1,078,703	1,149,438	1,181,245	1,137,358	1,135,228	1,131,438	1,156,881	2,353,484	13,132,876	13,739,894
300-Contracted Services		102,184	99,766	241,380	286,894	242,139	420,804	316,136	206,788	192,337	379,398	196,363	506,152	3,190,341	2,815,114
400-Supplies & Materials		154,969	143,252	44,622	65,425	51,034	77,137	69,688	42,707	52,696	190,911	69,949	145,780	1,108,170	1,631,221
500- Equipment		-	-					-	-	-		-	-	-	6,000
600-Dues/Fees		678,279	16,177	104,692	5,375	4,889	5,266,691	57,560	3,955	3,473	4,432	5,805	540,237	6,691,566	10,835,182
700 - Transfers					-	-	-	-	7,800			-	257,886	265,686	650,000
800- Contingency (planned reserve)														-	-
														-	
Special Revenue Funds		65,651	108,622	503,035	567,358	585,069	555,452	513,714	607,831	639,543	533,513	506,627	1,117,309	6,303,724	7,421,293
Student Body Funds		18,847	33,328	5,507	40,222	44,768	27,042	25,743	43,310	58,002	22,506	41,455	117,837	478,567	718,208
Debt Service		-	-	-			2,252,441						6,077,446	8,329,887	8,480,400
Capital Projects		178,294	68,276	245,712	774,949	47,628	437,341	201,060	97,035	148,869	111,255	508,768	71,045	2,890,232	10,461,524
600-Insurance Fund		415,320	821,245	579,155	582,763	563,693	814,203	922,486	678,547	784,141	655,957	911,825	989,144	8,718,477	
6xx-Other Internal Service funds		115,745	-	-	-	-	-	-	8,549	-	779	-	25,047	150,120	
700 - Trust & Agency		-	164,750	-	-	1,000	-	-	-	-	6,708	-	(666)	171,792	11,525,414
TOTAL EXPENDITURES		**2,423,837**	**2,357,717**	**4,431,963**	**5,126,905**	**4,232,954**	**12,616,002**	**4,922,381**	**4,451,763**	**4,654,477**	**4,627,898**	**5,022,466**	**15,661,890**	**70,530,253**	**87,485,606**
Projected Ending Fund Balance		13,976,989	13,369,623	11,947,839	10,549,712	37,004,676	32,972,245	31,550,950	30,082,920	28,921,059	27,033,735	24,764,916	14,692,621	14,692,621	

CASH REPORT

Monthly Beginning Balance	July	August	September	October	November	December	January	February	March	April	May	June
Main account_9101	3,575,600	861,793	612,977	1,280,351	2,043,364	2,878,028	1,626,242	1,836,702	1,020,560	1,421,231	1,705,832	7,491,144
Health Insurance Fund_9140	336,891	386,509	102,554	290,616	146,000	359,127	565,923	201,140	354,844	697,422	686,917	255,361
Bond Cash account_9105	926,380	769,195	769,209	769,221	639,873	639,883	309,872	309,877	309,882	309,887	309,892	309,898
Bond Investment Account_9106	274,159	275,230	276,305	1,114,489	1,328,982	1,333,818	1,791,529	1,791,529	1,803,433	1,809,559	993,217	996,591
Retainage - 9109	689,381	689,381	676,822	653,178	653,181	653,184	657,414	657,414	679,424	679,424	679,424	170,655
Main Investment Account_9104	6,347,213	7,291,899	6,231,227	3,734,830	2,105,158	25,083,837	24,146,750	22,991,119	22,235,760	20,231,048	19,621,199	11,927,701
Total	**12,149,624**	**10,274,008**	**8,669,094**	**7,842,685**	**6,916,559**	**30,947,877**	**29,097,730**	**27,787,783**	**26,403,903**	**25,148,572**	**23,996,481**	**21,151,349**

Monthly Ending Balance												
Main account_9101	861,793	612,977	1,280,351	2,043,364	2,878,028	1,626,242	1,836,702	1,020,560	1,421,231	1,705,832	7,491,144	3,533,228
ACH Account_9140	386,509	102,554	290,616	146,000	359,127	565,923	201,140	354,844	697,422	686,917	255,361	290,875
Bond Cash account_9105	769,195	769,209	769,221	639,873	639,883	309,872	309,877	309,882	309,887	309,892	309,898	309,903
Bond Investment Account_9106	275,230	276,305	1,114,489	1,328,982	1,333,818	1,791,529	1,791,529	1,803,433	1,809,559	993,217	996,591	999,867
Retainage - 9109	689,381	796,041	653,178	653,181	653,184	657,414	657,414	679,424	679,424	679,424	170,655	170,655
Main Investment Account_9104	7,291,899	6,231,227	3,734,830	2,105,158	25,083,837	24,146,750	22,991,119	22,235,760	20,231,048	19,621,199	11,927,701	6,885,131
Total	**10,274,008**	**8,788,313**	**7,842,685**	**6,916,559**	**30,947,877**	**29,097,730**	**27,787,783**	**26,403,903**	**25,148,572**	**23,996,481**	**21,151,349**	**12,189,659**
Cash: Net Monthly Change	**(1,875,616)**	**(1,485,695)**	**(826,409)**	**(926,127)**	**24,031,318**	**(1,850,147)**	**(1,309,948)**	**(1,383,879)**	**(1,255,332)**	**(1,152,091)**	**(2,845,131)**	**(8,961,690)**

Ashland School District No. 5
and
Ashland Education Association

2026-2029 Agreement

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PREAMBLE
CONTRACT BETWEEN
THE SOUTHERN OREGON BARGAINING COUNCIL
AND
SCHOOL DISTRICT NO. 5
JACKSON COUNTY OREGON

A. This Agreement is entered into between the Ashland School Board on behalf of the Ashland School District No. 5, Jackson County, Oregon, herein referred to as the "Board" or "District" and the Southern Oregon Bargaining Council, herein referred to as the "Council" or "Association."

B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for certified personnel included in the bargaining unit.

ARTICLE 1 – Status of Agreement

A. The Board recognizes the Council as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time (half-time or more) licensed employees.

B. Supervisory, confidential employees, and per diem substitutes specifically excluded from the bargaining unit.

C. This Agreement shall not be modified in whole or in part by either party except through renegotiation. Such modification shall be approved by the Council and the Board and reduced to writing.

D. If any provision of this Agreement is held to be by operation of law or by any tribunal, of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such court or tribunal, the remainder of the Agreement shall not be affected thereby, and upon request of either party negotiations shall be initiated to attempt to arrive at satisfactory replacement for such provision.

E. Within one month of ratification of this Agreement by both parties, the District shall provide members with access to an electronic copy of the ratified Agreement. The District shall provide a printed copy of the contract to a member upon request. All agreed upon Memorandum of Agreements shall be posted on the District website upon ratification.

F. The parties agree that if a successor Agreement is not ratified by the expiration date of this Agreement that the existing Agreement shall be maintained until a successor Agreement is ratified.

ARTICLE 2 – Council Rights and Privileges

A. RELEASED TIME FOR MEETINGS AND DESIGNATED REPRESENTATIVES

The Association may designate any members of the bargaining unit to be representatives of the Association. The Association may also designate staff of their state and national affiliates as representatives of the Association. The District shall grant designated bargaining unit representatives, who are District employees, reasonable paid time to perform union duties during regular scheduled work hours without loss in pay, benefits, leave accrual, or seniority. Duties of a designated representative include: investigate and process grievances; investigate and process workplace complaints; attend investigation and discipline meetings; prepare for and participate in administrative hearings, arbitration proceedings, and ERB hearings; participate in bargaining sessions; participate in labor management meetings; participate in new member orientations; comply with a subpoena; conduct one-on-one interviews with bargaining members; and perform any other duties as agreed upon by the union and the District.

The Association shall have the right to meet with current employees during regular work hours at the employees' worksite to address grievances, complaints, and matters related to employment relations.

B. COUNCIL LEAVE

The District shall provide in total ten (10) days of paid Council leave each year to the Association with no loss of pay to the designated representatives. Time spent in collective bargaining shall not count towards these ten (10) days. The Association shall have sole discretion to assign the Council leave. The Association shall pay for the cost of a substitute on days taken that are not spent in collective bargaining. Up to ten (10) additional days may be approved at superintendent discretion.

C. SCHOOL BOARD MEETINGS

The Board may place on the agenda of the regular Board meetings under "New Business" those matters to be presented by the Council to the Board for consideration. Such items for the agenda must be received by the Superintendent's office four working days prior to the regular board meeting.

D. FACILITIES AND EQUIPMENT

The Council may use available school facilities, equipment and supplies when such facilities, equipment and supplies are not otherwise in use, and provided such is not reserved for specific school purposes. The Council shall pay for the reasonable costs of all such facilities, equipment, and supplies, and for repairs necessitated as a result thereof. A written request must be submitted and approved by the District for such use.

The Association shall have the right to use District computers, internet access, email system,

and school mailboxes to conduct Association business. The Association shall comply with any Board policies, and local, state, and federal laws related to these modes of communication.

E. STAFF MEETINGS

Upon request, the Council's local representative will be allowed to speak at the conclusion of any staff meeting. The Association shall have the right to conduct building meetings before or after student arrival and/or dismissal, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not interfere with the District's operations. When all-member site or district meetings are scheduled, advanced written notice shall be provided to the administrator of that building. The Association shall have the right to conduct meetings without undue interference.

ARTICLE 3 – Grievance Procedures

The procedures for resolution of grievances are as follows:

A. DEFINITIONS

1. A "grievant" is a member, or group of members, or the Association on behalf of one or more of the members who initiates a grievance.

2. Grievance: Any claim by the Council or member/members that there has been a violation, misinterpretation, or misapplication of the terms and conditions of this contract.

3. The term "days" shall mean the grievant's contracted workdays. Weekend or non-contract days are thus excluded. In any grievance carried past the contract expiration date, "days" shall mean those days exclusive of weekend or District holidays.

4. The term "representative" is the one who may speak for and/or advise a party in interest.

5. The term "immediate supervisor" refers to the one who has direct administrative or supervisory responsibilities over the grievant in the area of the grievance.

B. PROCEDURE

1. The grievant must be present or represented at all steps of the procedure. The grievant may be represented by the person or persons of the grievant's choice at any step of these procedures.

2. The number of days indicated at each level should be considered maximum.

3. The time limits may be extended by mutual consent in writing by the parties involved at any level.

4. A grievance shall be considered resolved at any level at which the grievant fails to request further consideration of the grievance at the next level within the time limits specified in these procedures. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.

5. There shall be no restraint, interference, discrimination, or reprisal exerted on any member choosing to use these procedures for resolution of grievances.

6. All documents, communications, and records of a grievance will be filed in the District office separately from the personnel files.

7. Each grievance shall be initiated within ten (10) days after the occurrence of the cause for the grievance. However, if the grievant did not become aware of the occurrence until a later date, the grievant must then initiate action within ten (10) days following the date upon which the grievant should reasonably have had knowledge of the cause. In failing to thus initiate action, the grievant may be considered to have no grievance.

C. LEVELS OF GRIEVANCE PROCEDURE

1. Level One - Informal:

The grievant will first discuss the grievance with their immediate supervisor within ten (10) days of grievance or knowledge of the grievance, either individually or accompanied by a representative with the objective of resolving the matter informally. The immediate supervisor shall communicate their decision in writing within seven (7) days.

2. Level Two – Formal:

If the grievant is not satisfied with the disposition of the grievance, the grievant may file a written grievance with their immediate supervisor within five (5) days following the decision at Level One. This grievance shall set forth the grounds upon which the grievance is based, the contract clauses involved, and the remedy requested. The immediate supervisor shall communicate their decision in writing within five (5) days to the grievant.

3. Level Three:

Within ten (10) days of receipt of the decision rendered at Level Two, that decision may be appealed further to the Superintendent. Appeals to the

Superintendent shall be reviewed and a meeting scheduled within ten (10) days of the grievant's submission of the appeal unless such meeting is waived by both parties.

Attendance at the meeting shall be restricted to persons officially involved. Within five (5) days of the meeting or review of the appeal, the Superintendent shall communicate to the grievant and to the Council the written decision including supporting reasons therefore.

4. Level Four:

Within five (5) days of receipt of the decision rendered at Level Three, that decision may be appealed further to the Board. Appeals to the Board shall be reviewed and a Board Hearing will be scheduled in a timely manner at the next regularly scheduled Board Meeting or Work Session provided that seven days' notice of the hearing can be provided to the Board. If seven days' notice cannot be provided to the Board, a special meeting will be scheduled within ten (10) days of the submission of the appeal.

5. Level Five:

a. If the grievant is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within ten (10) days after the Board hearing, whichever is sooner, the grievant or the grievant's representative shall inform the Superintendent, in writing, within ten (10) days that their grievance is being submitted to arbitration.

b. Within ten (10) days after such written notice of submission to arbitration, the Board and the grievant or the grievant's representative shall agree upon a mutually accepted arbitrator or to obtain such a commitment within a ten (10) day period. A request for a list of seven (7) arbitrators may be made to the Employment Relations Board (ERB) by either party. Both parties may mutually agree on an arbitrator. If both parties cannot mutually agree, the Council and the District shall alternately strike names from the list until only one remains. Striking order is determined by the winner of a coin toss. The person remaining shall be the arbitrator. The actual conduct of the hearing shall be in accordance with ERB procedures unless otherwise agreed to by the parties.

c. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which would modify the scope and the terms of this Agreement. The decision of the arbitrator shall be submitted to the parties and shall be final and binding.

d. The costs for the services of the arbitrator, including per diem expenses, shall be borne equally by the parties. Any other arbitrator expenses incurred shall be equally shared by the parties.

ARTICLE 4 – Complaint Procedures

A. Any concerns made to a member's supervisor about their performance, professionalism, or their abilities to perform their duties will be considered as a complaint and the following process will be followed.

B. When bargaining unit members have complaints against each other (peers), the District/Association shall encourage members to meet with each other first. If one or more members is unwilling to do so or if there is no resolution after they meet with each other, the District/Association shall encourage them to seek assistance through the Association. Members have the choice of utilizing the Association's services or not. If the complaint cannot be resolved through the Association, it will then go to administration, the complaint procedure herein will be followed, and the restorative justice process may be initiated.

C. The District shall first attempt to resolve any situation involving a complaint informally. The member and the member's immediate supervisor will attempt to resolve such matters collaboratively.

D. Any complaint regarding a bargaining unit member made to the member's supervisor or other person in authority about them which may:

1. Influence or be referenced in that member's evaluation;
2. Result in disciplinary action;
3. Be referred to in any proceeding against the member or
4. Be placed in the member's personnel file

shall be discussed with that member within six (6) working days or after its receipt unless it is impractical to do so within such time limit, because of absence of one or both of the parties.

E. In any and all cases, complaints shall not be placed in a member's personnel file or used in a member's evaluations unless the complaint is in writing, a copy is given to and discussed with the member. If the complaints are to be placed in the member's personnel file it shall be done within ten (10) working days of the discussion held between the supervisor and the member regarding the complaint, unless it is impractical to do so within such time limit, because of absence of one or both of the parties. The member and their representative (with member approval) shall be apprised of an overview of the complaint prior to the meeting with their administrator and pertinent information throughout the complaint process. Every effort shall be made to notify members of the complaint outside of the student contact day. The meeting shall be scheduled within three working days of notification. At the meeting with their administrator, the member and their representative shall be apprised of the full nature of

the complaint including the name of the complainant. The member shall have an opportunity to affix their signature to the complaint to acknowledge receipt of the complaint. The member shall have the right to attach a rebuttal.

F. The following process shall apply:

1. When the supervisor receives a first-time complaint, the supervisor shall have the following options:
   a. Not relay the complaint to the member or;
   b. Verbally relay the complaint to the member or;
   c. Reduce the complaint to writing with a copy given to the member or present the written complaint to the member.
   d. Inform the complainant of the public complaint procedure listed in KL-AR as revised/reviewed on 6/12/17 and ensure Step 1 (Initiating a Complaint) is completed. The District and Union shall meet to problem solve if the board policy is revised.

2. If the supervisor receives a second complaint of the same nature, the supervisor shall:

   a. Verbally relay the complaint to the member or;

   b. Reduce the complaint to writing with a copy given to the member or present the written complaint to the member.

3. If a meeting among the complainant, the supervisor, and the member is to be held, the supervisor will, prior to that meeting, meet with the member and discuss ways of handling the situation.

4. The member has the right to representation at all levels. Representatives (with member approval) shall be included in any follow-up communication from the administrator to the member.

G. A fully processed complaint consists of a written report of the investigation which states if the complaint is substantiated or unsubstantiated.

H. If a complaint is substantiated, it must go through the disciplinary process before any disciplinary action can be taken against a member.

I. Complaints must be fully processed before being used for evaluative purposes.

J. Records of unsubstantiated complaints are prohibited from being included in personnel or working files. Members shall have the opportunity for a follow-up conversation with admin and/or Human Resources.

K. The foregoing shall have no application to complaints of such a nature that are Title IX investigations, investigations by third parties (TSPC, ODE, etc) or may result in prosecution of suit or action either civil or criminal in nature, against the member or the District.

ARTICLE 5 –Evaluations and Professional Development

A. EVALUATION

1. Members will be evaluated in accordance with state statutes and the evaluation system developed by the Evaluation Committee. Prior to any revisions or changes being made, all revisions and/or changes will be brought to the Evaluation Committee for consideration. The parties shall have the opportunity to bring proposed changes to their respective teams before they are made.

2. The Evaluation Committee shall consist of thirteen (13) members. Nine members shall be appointed by the AEA including three members from the elementary level, three members from the middle school level, and three members from the high school level. Three building level administrators and the HR Director will also be part of the Committee.

   The committee shall meet four times per year for two hours during each meeting. The consensus model for decision making shall be used. Changes to the meeting schedule may be made upon mutual agreement.

   Committee members shall be paid at the committee rate.

3. Probationary members will be observed and provided feedback on a regular basis during their probationary period. Probationary members will be formally evaluated each year of their probationary period. In the event of a non-renewal, there will have been documented communication regarding a concern as soon as possible after the concern was identified, but not later than February 1st.

4. Contract members will be evaluated on a two-year cycle as described in the Evaluation Handbook.

5. All formal evaluations of members shall be conducted by a properly licensed and trained administrator.

6. All formal evaluation documents must be signed and dated by the evaluator and by the member being evaluated. A copy of the formal evaluation shall be given to the member. The formal evaluation report will be maintained in the personnel files of the District.

7. Members may attach a written response to any evaluation, and such statement will be placed in the member's personnel file.

8. A link to the current Evaluation Handbook, including the Plan of Assistance process, shall be available on the District website.

9. Annually, data collected through the evaluation management system shall be general in nature and shared with the Evaluation Committee.

10. Plans of Assistance shall follow the flowchart and template.

11. Members have the right to representation during all steps of the Plan of Assistance processes.

12. Cameras/Recording Devices

    a. If the District is considering placing cameras or recording devices in classrooms, it shall notify effected members and AEA leadership prior to cameras or recording devices being installed.

    b. The primary purpose of the surveillance camera system in our school district is to enhance the safety and security of students, staff, and visitors. The system is intended to deter inappropriate behavior, provide accurate documentation of incidents, and assist in the overall management and protection of school property.

B. PROFESSIONAL DEVELOPMENT

1. The District has a strong interest in collaborating to create, facilitate and disseminate professional development opportunities to include:
    a. Aligning practices with site and District goals.
    b. Assisting each educator to achieve district, state, and national standards.
    c. Helping each educator keep current with the development and use of best practices.
    d. Assisting educators to develop ways to enhance learning for a diverse student body.

2. The District will provide opportunity for member input through a professional development committee on district-wide professional development. Members will have the opportunity to provide feedback on all district wide PD. Immediately following a district-wide PD, members shall be provided with a generic, District created evaluation form, to fill out regarding that PD. The committee will have access to anonymous results of District generated PD evaluation forms. Committee members will be paid at the committee rate. Site leadership committees will give input to administration on site-based professional development.

3. When curriculum is newly adopted or created by the District, affected bargaining unit members will be provided with professional learning time during contract hours to understand and learn how to use the newly adopted curriculum.

ARTICLE 6 – Classroom/Learning Space Control and Discipline

A. The District shall support and uphold members in their efforts to maintain discipline and shall give a timely response to all member requests and concerns regarding disruptive students and other discipline.

B. The District's student discipline policy, based on Board Policy and Administrative Rules, will be outlined in the Student and Staff Handbooks.

C. Members will annually receive and be provided with an administrator scheduled review of the school's discipline and safety plans (e.g. room-clear procedures, referral system, behavioral plans, chain of command, etc.) at their buildings. Members shall have electronic access to these plans prior to the start of the school year. Administrators shall train mid-year hires on these systems prior to their first day working with students. It is the members' responsibility to regularly review and follow all District policies and procedures regarding student and staff safety, including alerts in the student information system. Any changes to a student(s) behavior and/or medical protocol shall be shared with members and, if necessary, training shall be provided. Upon request by the Association or the District, the parties shall discuss procedures regarding disrupted learning and student behavior during a Contract Maintenance meeting.

D. If a student causes physical harm to a member, members have the right to regulate and take a break before returning to their classroom/workspace once supervision is secured.

E. As per Oregon state law, the District shall inform members whenever the District has been notified through a Judicial Notice Action Form of students charged or convicted of potentially dangerous crimes.

F. Subject to the limitations of the Family Educational Rights and Privacy Act (FERPA), ORS 336.187 and OAR 581-021-0340, members with a legitimate educational interest will be notified, as soon as practicable, of behaviors that could present a safety problem to other students or the member once the information is provided to the District. In addition, members shall be notified if a student is suspended for a reason that presents or could present a safety problem to other students or the member.

ARTICLE 7 – Specific Duties and Functions of Members

The specific duties, functions, and responsibilities are located in the Staff Handbook.

Members shall have access to job descriptions. Should a change in a job description occur, the District shall seek input from members who work within that job description(s) prior to making changes to the description(s). Upon request from a member, the District shall provide training after changes are made to job descriptions.

ARTICLE 8 – Personnel and Working Files

A. All personnel files shall be confidential. Members will have the right, upon written request to the District office, to review the contents of their personnel file and to receive a copy at Board expense of any documents contained therein. A member will be entitled to have a representative of the Council accompany them during such review. After a request is made, the District shall make the member's personnel file available for viewing within five working days. Copies of requested documents contained therein shall be made available within ten working days. This file shall contain all materials relevant to the member's employment and shall be the sole repository of such materials, except that a working personnel folder may be kept by the supervisor. At least every two years, a member may indicate to the Superintendent those documents or other materials in their personnel file that they believe to be obsolete or otherwise inappropriate for retention. If the Superintendent agrees, the documents will be destroyed. As per ORS 342.850(7), all charges resulting in disciplinary action shall be considered a permanent part of a member's personnel file and therefore cannot be destroyed.

B. No material derogatory to a member's conduct, service, character or personality will be placed in the personnel file unless the member has had an opportunity to review the material. The member will acknowledge that an opportunity to review the material was provided. The member will affix their signature to acknowledge the copy to be filed has been reviewed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written answer to such material and the member's answer will be attached to the file copy.

C. Working files shall be confidential. Members will be made aware of verbal notices and/or letters of direction placed in the working file at the time they are placed in the working file. Members may attach a rebuttal to any document placed in the working file. Members may review the contents of their working file upon request. Materials generated and placed in the working file will be properly dated. Materials in working files that are three years old or older shall be obsolete.

ARTICLE 9 – Supervision of Student Teachers

A. The selection and assignment of "cooperating teachers" for the supervision of student teachers shall be at the District's discretion. However, the initial acceptance of such assignments each term shall be voluntary.

B. Any monies received from a college as compensation for student teacher supervision shall be paid to the "cooperating teacher" at the conclusion of each college term.

C. Teachers earn tuition credit at reduced rates from Southern Oregon University for performing the duty of supervising student teachers. The credits are banked at the District office and made accessible to all certified staff as needed.

ARTICLE 10 – Professional and Additional Duties

The District and the Association share a commitment to safe, well supervised schools, and smooth day-to-day operations.

A. Members shall not routinely be required to perform the following non-teaching assignments:
   1. Bus duty
   2. Lunchroom duty

B. The District recognizes that members attend many after-school events in support of students and positive school culture. Full-time bargaining unit members are required to attend Open House. Itinerant members shall only be required to attend the Open House at the worksite in which they have the majority of their FTE. If they have equal FTE between worksites, the site administrators will consult with members and determine which Open House the member should attend. Upon mutual agreement between the member and their administrator, itinerant members may choose to attend all Open Houses for worksites in which they have FTE.

   Full-time members share responsibility for:
   1. Grade level and school-wide activities
   2. Site committee work
   3. Supporting extra-curricular activities when possible

   As professional duties vary from site to site, administrators will consult with site leadership teams at the start of each school year regarding the expectations and anticipated time commitments. of the site's extra duties. Professional duties and obligations shall be equitably and reasonably distributed.

C. Committee Rate: Members serving on a District-level required committee outside their normal workday shall be paid the hourly equivalent of Step 1/Column 1 of the Certified Salary Schedule.

D. Contract Rate: Any other work (not mentioned in B-D above) required outside of normal contract hours shall be paid at the hourly equivalent of the employee's regular salary. Additional pay must be approved by administration prior to work commencing.

E.

1. Part-time bargaining unit members will be compensated at their own contract rate for professional duties directly related to their assignment that cannot be completed within their existing FTE. Contract rate compensation under this Section must be approved through the principal prior to work commencing.

2. Part-time members will attend all in-service training (including member-directed PD time) that is scheduled outside of their working hours and/or FTE unless special arrangements have been made with administration. All efforts will be made to accommodate special circumstances (for example, second jobs or childcare). When calculating part-time professional development hours and additional time worked during in-service, the following calculation will be used: Hours over (FTE*40).

ARTICLE 11 – Extended Contract

Members required by an administrator to work additional days beyond their regular contract year shall be issued an extended contract and will be paid at their regular daily rate per day worked. Examples of extended contract days include, but are not limited to, new hire orientation, early high school scheduling, and required trainings. Members hired for summer school positions will also receive an extended contract and shall be paid in accordance with Article 10 E. If necessary, additional pay periods will be added in accordance with BOLI.

ARTICLE 12 – Assignment of Licensed Member Work to Non- Licensed Staff

All administrator proposals for assignment of non-teaching staff to work that is currently performed by a licensed teaching staff member will be subject to the contract maintenance committee and will be implemented using a memorandum of understanding between the parties.

ARTICLE 13 - Retirement

A. <u>ELIGIBILIY</u>

Members with an individual contract start date after June 30, 2007, will not have access to this program.

The following members who have an individual contract start date prior to July 1, 2007 **and** have accumulated twenty (20) years of work in the District covered under certified bargaining agreements (exclusive of leaves of absence) **and** are eligible to receive Public Employees Retirement System (PERS) benefits due to retirement will be eligible for the supplemental retirement benefits in this article:

Carstensen, Jenifer
Hanzel, Gregory
Hobein, Barbie
Hobein, Brian
Huard, Paul
Mann, Jeffrey
McLean, Tia
Miller, Mark
Schmeling, Max
Smith, Kari
Sorensen, Christopher
Wahpepah, Jennifer

Any of the above members may opt out of the voluntary retirement program and participate in the 403B program by notifying the District office by October 1 of each year. Under no circumstance shall the District or the Association provide financial advice to members.

The following members who were grandfathered from Appendix D of the 2003-2007 Agreement **and** have accumulated fifteen (15) years of work in the District covered under certified bargaining agreements (exclusive of leaves of absence), **and** are eligible to receive Public Employees Retirement System (PERS) benefits due to retirement will be eligible for the supplemental retirement benefits in this Article:

Carstensen, Karl
DeSalvo, Rebecca
Dunbrasky, Joe
Losinski, Jennifer
Preskenis, Sheri

Any members listed above who are laid off due to a reduction in force will have access to the supplemental retirement benefits in this Article when they return to work, provided there was no break in service. Lay-off is not considered to be a break in service.

B. DEFINITION OF BENEFITS

If a member meets the eligibility criteria in Section A, above, the following supplemental benefits will be provided by the District upon retirement:

1. A minimum monthly stipend of $225 for full-time (1.0 FTE) members will begin in the month following retirement and continue for eighty-four (84) months or until the retiree is eligible for Medicare, whichever comes first. Their monthly stipend will be prorated based on the average of the highest 15 or 20 years of FTE, as applicable, that they have worked.

2. The monthly stipend will be increased by one of the following amounts based on the accumulation of unused sick leave, subject to the pro-rata calculation for retirees who have worked less than 1.0 FTE:

   0 – 149.99 unused sick leave days = $0 per month
   150 – 199.99 unused sick leave days = $50 per month
   200-249.99 unused sick leave days = $75 per month
   250 or more unused sick days = $100 per month

3. The District will provide access to medical insurance for the retiree and the retiree's spouse/domestic partner (see District Policy) and dependent children until the retiree is eligible for Medicare. Only the individuals covered by the group medical insurance at the time of the member's retirement will be eligible to have access. New dependents due to a change in family status after retirement (for example, marriage, birth of a child, adoption of a child) may not be added to the retiree's medical coverage. Such medical coverage shall be the same as that provided through the group plan for current employees of the District.

   a. Effective January 1, 2013, the retiree will pay the following percentage of the medical insurance premium:

      Retiree only - single party plan - 5%
      Retiree and children - 15%
      Retiree and spouse - 18%
      Full Family - 19%

   The District will pay the remainder of the premium until the retiree is eligible for Medicare.

   For retirees with single-party coverage the retiree contribution will be capped at a maximum of $225.00 per month.

   b. The stipend and the insurance coverage shall cease upon the retiree's reemployment in the field of public education in Oregon (except for substituting) on a contract of .5 FTE or more with the District, or upon the death of the retiree.

   c. When the retiree's medical coverage is terminated, access to medical insurance shall be made available for the spouse/domestic partner of a retired employee until the spouse/domestic partner becomes eligible for Medicare, as provided under ORS 243.303. The child of a retiree shall have access to Medical Insurance until the child reaches age 26. The District will not cover any of the costs of medical coverage for the retiree's dependents.

d. If the spouse/domestic partner of a covered retiree becomes eligible for Medicare prior to the date of the retiree's Medicare eligibility, the spouse/domestic partner's access to the District's medical insurance ends at the date of the retiree's eligibility for Medicare.

C. Eligible members wishing to take advantage of the District's supplemental retirement benefits at the start of the following school year must provide written notice to the District by February 1 of the current school year.

D. Members hired on or after July 1, 2007, may elect to enroll in the District 403b Program at any time. Once enrolled, members shall contribute a minimum of $50 per month to the 403b commencing on the next paycheck as dictated by payroll cut-off dates. Member contributions are allowable up to the legal maximums. Members may adjust their contribution levels on a monthly basis.

E. The intent of this program is to provide financial assistance during retirement to support medical insurance needs. The District match schedule for all members who participate in the 403b program for the term of this contract will be as follows:

For months 1 through 120, the District will match up to $60 per month of member contributions.

For months 121 through 240, the District will match up to $70 per month of member contributions.

For months 241 through the month in which the member retires , the District will match up to $180 per month of member contributions.

F. Any member who was part of the OSEA classified bargaining unit as of July 1, 2022, and elected to contribute to their 403b shall have their time in the classified bargaining unit counted towards the monthly District match schedule. For example, if an AEA member was in the OSEA bargaining unit and contributed to their 403b from July 1, 2022, through June 30, 2023, they shall start on month 13 of District matches.

G. In September of each year, the District and AEA leadership shall review the 403b matches for each member.

H. This 403b is portable and will follow members should they leave the District's employment. The 403b is fully vested after 72 months.

I. The District and the Council will work together to provide financial training for all new members in order to successfully manage their 403b Account.

J. Upon retirement, the District will redeem accrued sick leave according to the following formula:

150 through 199 days	= $4200
200 through 249 days	= $6300
250 or more days	= $8400

Retirees may elect a cash payment or a contribution to their 403b.

K. Retired Rehired

Members who retire from the Ashland School District, and who are subsequently rehired into a bargaining unit position of half-time or more by the District, will receive all contractual rights and benefits under this Collective Bargaining Agreement except those rights and/or benefits expressly set forth below as exclusions.

1. Members who choose to retire during their current contract year may be rehired to finish the current contract year under the following conditions:

    a. Members will be notified of whether or not they will be rehired within thirty (30) calendar days after their application for retirement with the District. They may withdraw that application for rehire within ten (10) calendar days of said notification.

    b. If selected for rehire, members may continue to work as an employee at their current contracted salary for the remainder of the current contract year.

2. Members may be rehired for additional years on one-year temporary contracts. However, notification for rehire will be given no later than June 30th prior to the school year to be worked.

    a. Compensation - Salary shall be at the rate of pay in accordance with the rate established by the member's experience and education level in the current collective bargaining agreement.

3. All members who are retired/rehired will be subject to the following conditions:

    a. PERS Tier I and Tier II members shall have all sick leave hours transferred to PERS upon retirement and those hours will not be available upon re-employment.

    b. Retired members will not bring sick leave forward but will accrue sick leave at the rate of one day per month, and those days will be available at the beginning of their re-hire.

    c. Members shall be eligible for District insurance options and the District insurance contribution established in this agreement through September 30th. If a member is contracted for less than a full year or resigns employment prior to the end of the contract year, they shall be eligible for District insurance options and the District insurance contribution established in this agreement through the month following their last day worked.

d. Contractual retirement benefits for which the member may be eligible will not become effective until the end of their service with the district. The early retirement benefits will be based upon the contractual benefits available at the time of initial retirement.

ARTICLE 14 – Working Schedule

A. School Calendar

1. The school-work year shall not exceed one hundred ninety-three (193) days including the seven (7) paid holidays listed below.

   Labor Day, Indigenous Peoples' Day, Veteran's Day, New Year's Day, Martin Luther King Jr. Holiday, President's Day, and Memorial Day.

2. In an unforeseen extreme circumstance that may require members to work on a paid holiday, the district will consult with Union leadership and bargaining unit members to discuss alternatives. Members will be paid at time and a half of the hourly equivalent of their contract rate when asked or required by administration to work on a paid holiday.

3. Prior to adoption by the board, the school calendar(s) shall be presented during a Contract Maintenance meeting and AEA shall be able to provide input. The District will consider input received and retains final authority to recommend and adopt the calendar consistent with student learning needs, operational needs, and legal requirements.

4. Family/Teacher Conferences

   During Family/Teacher conference days, site schedules shall be established through collaboration between members and admin at each site. Members have discretion over the scheduling of their conferences within the site designated conference times.

5. In-Service time will be evenly shared with 50% member directed and 50% District directed time, except in times when mandatory training as part of a corrective action or change in legislation that is required outside of the District's predictable regulatory training. For in-service days scheduled prior to the start of the student contact year, member-directed time shall be provided in no less than two-hour blocks. Each year, a maximum of eight-hours of time spent on Safe Schools trainings may be counted as member-directed time. All other professional development trainings, including Health and Wellness Day, are included in district-directed time. Safe Schools trainings shall be limited to the required trainings. Additional Safe Schools trainings may be assigned on an as needed basis.

B. The normal member work-week is forty (40) hours, including a duty-free lunch period of thirty (30) minutes. Every effort will be made to schedule meetings within the eight-hour workday.

C. Should a change in work schedule be required, members will be given a minimum of two weeks' notice when possible. However, if the member is available, the member may begin the new schedule immediately. If there is a conflict with the schedule change, the administrator and the member will meet to consider alternative options. The parties recognize the desirability of flexible scheduling, and it is their intent to continue reasonable flexibility in the workday and the forty-hour work week.

D. Preparation Time

Middle school and high school members shall have preparation time equivalent to one class period of uninterrupted time each day.

1. At Ashland Middle School, the length of one Encore class per day shall be used as follows:
    a. 45 minutes shall be designated as member-directed uninterrupted prep time. Due to the team structure at the middle school, dedicated team time is required in addition to individual planning time. Time adjacent to the 45-minute individual prep period is designated for team collaboration. If the middle school no longer uses the team structure, the full length of one Encore class per day shall be member-directed uninterrupted prep time.
    b. When the High School has a block schedule, members shall have preparation time equivalent to one entire block period each day.
2. Preparation time for elementary school members shall be equivalent to 250 minutes per week and shall include at least one 45-minute uninterrupted block each day. This preparation time shall be provided as follows:
    a. Four days per week, every effort will be made to provide one uninterrupted 45-minute block of preparation time during the student contact day. It is understood that there may be interruptions to prep time during the student contact day due to circumstances such as assemblies, field trips, etc.
    b. During days in which there is an early student release (currently Wednesdays), one uninterrupted block of 45 minutes shall be scheduled as uninterrupted preparation time.
3. Preparation time shall be member directed. Members will not be required to attend meetings or in-services or be given other duties or assignments during preparation time. Exceptions may be made with the consent of the affected teacher for IEP or other student services related meetings.

E. If no substitute is available, members may elect to cover a class during their preparation time. Members will be paid their hourly rate for all time spent covering a class.

1. In the event of a substitute shortage, the District will exhaust all available options for class coverage before assigning students to other members. If the class is split between other classroom teachers, the members splitting the class shall split the substitute rate.

F. The District and the Council recognize that there is a relationship between the amount of prep time a member has and the number of different academic preparations. Teachers with concerns over the number of preps taught may use Appendix F to meet with the administrator to consider alternative solutions. When introducing new programs and technologies both parties recognize that training and support is necessary prior to implementation. Both parties also recognize the need to minimize the impact on individual preparation time.

Administrators will collaborate with members whenever possible and attempt to minimize the number of different preparations given budgetary constraints and/or state and federal laws.

G. No less than one allotted PLC block per month shall be dedicated to member-directed PLC time. In months when there is an Open House and/or Family/Teacher Conferences scheduled, the PLC time allotted immediately preceding these events shall be member-directed and used for preparation for these events. All PLC time must be dedicated to the four essential PLC questions, and members are expected to collaborate as a PLC team.

ARTICLE 15 – Class Size, Caseload, and Composition

A. Members and administrators at each building will shape the process at that school for determining class composition and size in striving to meet class size and student daily contact goals. Student contact refers to regular classroom teaching that involves diagnosis, planning and assessment. In determining class composition, members and administrators will consider the needs of students with special needs, prior history from colleagues about the attention needed to meet student needs, the impact of a student on the class itself, and any other trait that would influence the ability to teach and learn.

It is recognized that elementary, middle and high school have different structures that make the involvement of members and administrators quantitatively and qualitatively different. Principals and members at each school will develop a framework collaboratively that allows them to create the optimum learning environment with the resources that are available. Copies of that process will remain on file and readily available to staff members in the main office of the school.

B. Members and administrators agree that the following average class sizes and student daily contact goals are ideal for providing a quality educational environment. Within existing budgetary constraints, the District shall attempt to maintain class sizes and student contacts as close to these goals as possible.

1.	Kindergarten	20
2.	First Grade	21
3.	2/3	22
4.	4/5	24
5.	6-12 classroom	27 (162 total student contacts maximum per day.)
6.	HS/MS PE & Music	33 (198 total student contacts maximum per day.)
7.	Shops, labs	Limited by safety, equipment, work stations and/or environment
8.	Special Education	As outlined in Section D below
9.	Elementary Music & PE	8 classes per day

C. Student weekly contact minutes should not exceed the following formula:

1. 1500 contact minutes multiplied by the employee's FTE.

D. Special Programs Work Loads

1. The District shall make every effort not to exceed the caseloads listed below based on 1.0 FTE:
   a. Elementary Resource – 30
   b. Secondary Resource – 40
   c. Site-Based Programs – 15
   d. SLPs – 45 students or less for direct service and 60 students or less total
   e. ELD teachers - 35

2. Members working less than 1.0 FTE shall have their caseloads prorated accordingly.

3. No later than the first week of October, a meeting with the Director of Student Services, impacted special education members, building administrators, and association representatives shall be convened to discuss SPED caseloads and supports.

4. Special Education teachers shall provide input over staffing levels of Educational Assistants to meet the needs of IEPs. Administration shall work in collaboration with Special Education teachers in the creation of schedules for and management of Educational Assistants.

E. The District shall make every effort to:

1. Assign School Counselors and Child Development Specialists to no more than 400 students.
2. Assign School Psychologists to no more than 500 students

F. Should an educator find that classroom size, case load, composition, or other contextual factors create instructional imbalance, they may bring such concerns to their immediate administrator for discussion. The administrator shall meet with the educator in a timely manner to explore potential responses, accommodations, or adjustments where practicable. Possible solutions include one or more of the following:

a. Additional staff/clerical support
b. Compensation for work completed outside of contracted hours
c. Teaming
d. Consider change/modify student or member schedule
e. Release time
f. Professional Development
g. Other options as agreed upon between the member and the administrator

G. Class composition goals and student contact time are subject only to Levels 1, 2, and 3 of the Grievance Procedure. If a grievance in these areas is not resolved at Level 3, the grievant may request and be granted a board hearing. The board shall schedule such a hearing no later than the next regularly scheduled monthly board meeting provided the request is made at least 72 hours prior to the meeting. If the request is not made prior to the 72-hour period, the hearing shall be scheduled no later than the next scheduled board meeting. Within five (5) days after the hearing the board shall render a written decision that will be binding on all parties.

ARTICLE 16 – Paid Leaves

For the purposes of this article, "family member" is defined as a spouse, co-habitating partner, children, step-children, parents, in-laws, siblings, grandparents, and grandchildren.

AEA will communicate to members the importance of attending professional development, conferences, and Professional Learning Communities.

1. <u>SICK LEAVE</u>

a. Current Annual Sick Leave

1. Each contract year, all members shall be granted ten (10) days of sick leave. Sick leave shall be credited to said members on the first contract day of the work year. In the case of members who begin service after the beginning of the contract year, sick leave shall be credited on the first day of active service and shall consist of one (1) day for each school month remaining in the contract year. For the purposes of this Agreement, a full working day for a full-time member equals eight (8) hours. Members working half-time or more, but less than full-time, shall be granted ten (10) sick leave days pro-rated in direct proportion to the number of hours employed.

2. Sick leave may be used in hourly increments when a substitute is not needed.

3. The maximum number of sick leave hours that members can have deducted in a day cannot exceed their required number of working hours for that day.

b. The District shall comply with all state and federal leave laws regarding pregnancy, parental, and sick child leave. Members believing they are eligible for such leave may contact the Human Resources Department for assistance.

c. Accrued sick leave may be used in accordance with ORS 653.601 through 653.661, and for the purpose of pregnancy, parental, and sick child leaves as permitted by state and federal laws.

d. Members shall notify their principals or supervisors promptly on the first day of illness or other incapacitation. In all cases where sick leave is used, the member shall verify the reason for absence.

e. A grant of sick leave of five (5) consecutive days or more may require verification by a written statement from the member's attending physician or practitioner that injury or illness prevents the individual from working. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence. Those individuals who for religious reasons do not employ the services of a medical physician or practitioner shall furnish such other proof as may be required by the District.

f. Deductions: If sick leave has been exhausted, the District shall direct members to AEA leadership who can provide information regarding the sick leave bank. If leave from the sick leave bank is not awarded or if enough leave is not awarded to cover all sick leave related absences, deductions will be made to the member's salary based on the member's daily rate. Considerations will be made to maintain member benefits and reimburse salary deductions when there is a remaining balance in the sick leave bank and AEA awards sick leave to qualifying members. The District must be notified by June 1st.

g. Cumulative Sick Leave

1. Total sick leave which can be accumulated by any member under this Agreement for sick leave shall be unlimited.

2. Members' cumulative sick leave shall be credited with any unused portion of their current sick leave as of the first contract day worked.

3. It is understood that all sick leave benefits are immediately and automatically cancelled upon termination of employment by resignation or discharge by the District.

h. Transfer of Accumulated Sick Leave to Ashland

The District shall accept all sick leave accumulated in other Oregon districts, but members may only use up to seventy-five (75) sick leave days transferred into the District from the total accumulation. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the bargaining unit member has completed 30 working days in the District.

i. A member who receives a benefit under Workers' Compensation Insurance or Short-Term Disability may elect to use accrued paid leave in a specified amount of full or half day(s) as elected by the member. Members have discretion over the order in which their leave is used.

2. FAMILY ILLNESS LEAVE

All members shall receive up to three (3) days leave per year with pay in case of an illness of a family member. This leave is not accumulative. These days are used before drawing sick leave for illness of a "family member".

3 . SICK LEAVE BANK

a. Between September 1st and September 30th of each year, the AEA may request that interested Bargaining Unit Members donate sick leave, in full day increments, to a bank that can be used to help Bargaining Unit Members who have experienced extraordinary medical circumstances or very serious illness. Members will fill out an electronic release form to donate leave that shall be submitted to the AEA and the District. Once the leave is donated to the bank, the revocation of sick leave is final and will not be returned to the donating member.

b. Bargaining Unit Members may donate up to two (2) sick days per school year; however, the sick leave bank shall not exceed the total number of FTE as of October 1st of each year. The accumulated sick leave bank days will carry over from year to year. Sick leave bank days may only be disbursed to bargaining unit members who have exhausted all other paid leave.

c. Members will submit a request for sick leave bank hours through an electronic request form that is sent to the District and AEA. AEA will notify the District within five working days if the request has been approved.

d. The AEA will have sole discretion in designing other criteria for disbursing days from the sick leave bank, and decisions on disbursement are not grievable.

e. The Association and Bargaining Unit Members shall hold the District harmless against any and all claims, suits, orders, or judgements brought against the District

as a result of the Sick Leave Bank provisions, except for those determined to be caused by the District's negligence.

4. PARENT LEAVE

a. Members may apply for parent leave for a leave of absence in conjunction with the birth or adoption of an infant.

b. In order for members to access parent leave, they must first exhaust all accumulated paid leave including sick leave, family illness leave, and personal leave.

c. If a member exhausts all accumulated paid leave during the first 12 weeks of parent leave, the District will provide 25% of that member's salary for the remainder of the 12 weeks. If the member has sufficient accumulated paid leave to remain fully paid during the first 12 weeks of parent leave, the member will not have access to this provision.

d. If a member decides to extend their parent leave past the initial 12-week period, and the member has exhausted their paid leave, the District will continue to provide the District contribution towards health insurance for a maximum of an additional 12 weeks. Members on parent leave will continue to provide their monthly out of pocket contribution.

e. The maximum amount of time for any member to access the provisions of this leave is 24 weeks. District paid leave will run concurrently with parental leave.

f. Parent leave benefits outlined in #3 and #4 above are accessible to the member beginning in year 2 of employment.

g. Parent leave, as described in this section, runs concurrently with any applicable FMLA leaves of absence, and does not modify the rights a member otherwise has under state and federal family leave laws.

5. PERSONAL LEAVE

1. Personal leave shall be allowed up to three (3) days per school year with full pay, usable in not less than one-half (1/2) day portions if a substitute is needed. Supervisors may approve personal leave in hourly increments if no substitute is needed. The maximum number of personal leave hours that members can be charged for in a day cannot exceed their required number of working hours for that day. The three (3) days shall not be deducted from sick leave and is not accumulative. The granting of such leave shall be subject to the following conditions:

    a. The purpose of the three (3) day personal leave is to care for matters of a personal or business nature. Personal leave shall not be used to serve as a litigant or witness against the District.

b. Personal leave should be requested in advance (at least five (5) days) by the member whenever such prior approval is feasible. Requests may be denied if qualified substitutes are not available. Leaves for involuntary absences occasioned by personal business of an emergency nature should be applied for within five (5) days upon return to service. Leave requests shall be submitted on an approved form.

c. Unused personal leave is not cumulative from one year to the next and is automatically cancelled upon termination of employment.

d. At the end of the contract year, no later than August payroll, the District will pay each member working .50 FTE or greater according to the chart below. The number of unused personal days and the amount paid will be adjusted proportionately for members working between .50 FTE and 1.0 FTE.

% of allowed personal days not used	Unused personal days based on 1.0 FTE	Amount paid, based on 1.0 FTE
100%	3.0	$300
67-- 99%	2.0 - 2.99	$150
33-- 66%	1.0 - 1.99	$50
Less than 33%	0 - .99	$0

6. PROFESSIONAL LEAVE

a. The Superintendent may authorize absences of members for professional purposes with full pay.

b. Examples of professional leave with pay are as follows:

1. Occasional visiting of other school systems.
2. Active participation by Ashland members in professional programs.
3. Other professional opportunities which will be likely to extend the outlook and improve the service of the member and benefit the District.

c. The member shall make application for the authorization of such absences at least ten (10) days in advance of their occurrence except in those cases where the Superintendent and staff request that a member take a professional leave for direct benefit of the District.

d. The decision to authorize professional leave with pay in a specific instance shall be based upon the need of the District and the member's length of service and previous record of absence and shall not be recognized as any part of a sabbatical leave.

e. Members are to be encouraged to attend those professional meetings that the members and their principal feel would be of benefit. Upon approval of such requests by the building principal and Superintendent, the members will be allowed to attend the meetings. As part of the approval process, the principal and the member will agree on the maximum amount of expenses to be paid by the District using the reimbursement amounts specified in Article 29 as a guideline.

7. **JURY DUTY OR SERVING AS A WITNESS IN COURT**

If a member is subpoenaed to appear as a court witness or is called to jury duty in a case in court, the Superintendent shall authorize such absence without loss of pay, provided that if the member receives a fee for these services the fee shall be deposited with District's business office in order for the member to receive full pay for the period involved; and provided further that a copy of the subpoena or other notice shall be filed in the Superintendent's office with the request for leave.

8. COURT APPEARANCES

Members who have need to appear in court as a litigant, i.e., engaged in a lawsuit as a principal-defendant or plaintiff, shall be expected to take personal leave either with or without pay.

9. ADDITIONAL LEAVE

The Superintendent may authorize paid leave to members under conditions of emergency, hardship, or benefit to the District. Members shall pay the substitute costs for the duration of the leave. The substitute cost will be deducted from the member's paycheck.

10. BEREAVEMENT LEAVE

Up to three (3) days leave with pay shall be authorized in the event of the death of any "family member." An additional two (2) days may be authorized when extensive travel is required. Requests for bereavement leave to attend the funeral of someone not defined as "family member" may be granted at the discretion of the Superintendent.

11. SABBATICAL LEAVE

a. Leave of absence at 50% pay may, at the District's discretion, be granted to contract members by the Board upon recommendation of the Superintendent for the following reasons:

1. Approved study.
2. Approved travel.
3. Approved teaching positions outside the United States or teaching of a specific nature within the United States.

b. In order to receive favorable consideration by the Superintendent and Board the following conditions must be met:

c. Request for professional leave must be submitted in writing to the Superintendent on or before April 1, of the school year previous to the school year for which the leave is requested.

1. The applicant must have been performing the duties in a completely satisfactory manner prior to the applicant's request.

2. A satisfactory replacement must be available for employment for the time that the member is absent.

3. A member returning to the District after a year of sabbatical leave will be granted an increment of salary under the following conditions:

d. Approved study - If a member has successfully completed the requirements for a Master's Degree or has successfully completed enough additional quarter hours to make the member eligible for a salary increase in accordance with the requirements of the salary schedule then in use.

e. Teaching experience - A member on sabbatical leave who has taught in a foreign country or in a school within the United States may be granted one increment increase on the salary schedule upon return to duty following the year of leave after such experience has been evaluated and approved by the administrative staff.

f. An individual returning to the District after one (1) year of sabbatical leave will be credited with any accumulated sick leave benefits which the member had at the beginning of the leave. Sick leave will not be credited for the year of absence.

g. The number of members taking sabbatical leave shall not exceed one percent (1%) (rounded to the nearest whole number) of the total certified personnel during any school year.

h. The District shall place a returning member in a position for which the member is qualified and endorsed upon their return to the District.

i. Members who receive this benefit but do not return to the District following such leave shall reimburse the District for salaries and benefits received. Members who return for only one year shall reimburse the District for 50% of such salaries and benefits. This provision shall be waived in the event the member dies while on leave.

12. PAID LEAVE OREGON

a. Should the District contribute to the employee portion of the 1% Paid Family Medical Leave benefit for any other employee group (i.e., administrative, managerial, confidential, classified), then the AEA bargaining unit shall receive the same percentage contribution toward their employee portion of the Paid Family Medical Leave obligation.

b. In the event a member qualifies for benefits under PLO, it shall be the right of the member to decide whether or not they will apply for PLO benefits.

c. Members seeking PLO benefits must, except in the event of an emergency or unexpected circumstances, provide the District with 30 days written notice. In the event the leave starts and the member has not yet received their PLO benefits, the member will inform the District if they wish to:

   1. Use sick leave to fully or partially cover the period of absence, up to the amount of sick leave available at that time. Upon receipt of the PLO benefits, sick leave payments received for any period of time ultimately paid by PLO benefits will be retained by the member; or

   2. Be placed on leave without pay for the period of absence, without any deduction from accrued sick leave.

d. If the member fails to designate a choice under this subparagraph, the default will be option "A."

e. Use of Accumulated Leaves to Supplement Paid Leave Oregon Payments
When a member has been approved by the State of Oregon for Paid Leave Oregon benefits the member may:

   1. Elect to use Paid Leave Oregon benefits from the State of Oregon and not use any of their accumulated sick, personal, or compensatory leave; or
   2. Elect to receive Paid Leave Oregon benefits plus up to full sick leave, personal leave, or compensatory leave in a specified amount of full day(s) as elected by the member. Accumulated leave may be used in this manner, as allowed by law or by the Collective Bargaining Agreement until depleted, at which time the member will be eligible to receive only Paid Leave Oregon benefits, if any remain available.

f. Continuation of Benefits: While receiving PLO benefits, the District will continue to provide all District-provided insurance benefits (e.g., health insurance) and continue to pay any contributions required by the collective bargaining agreement. Any required member contributions towards those benefits will be the responsibility of

the member. Members are responsible for remitting the member portion pursuant to payroll requirements for continuation of these benefits.

Upon return from any of the above outlined paid leaves, members shall maintain unused benefits and leave. Additionally, members will maintain their years of seniority.

ARTICLE 17 – Unpaid Leaves of Absence

A. EXTENDED SICK LEAVE

A member who exhausts all of their personal accumulated sick leave, and state or federally mandated leave (OFLA/FMLA), and cannot perform scheduled duties because of extended illness or injury shall, upon written request, be placed on an extended sick leave of absence up to the end of the current school year in which the request is made. This leave shall be unpaid unless leave is granted from the sick leave bank or other source. If the member is able to return earlier than expected, they must give three (3) weeks' notice to the District, in writing, prior to returning. A member may return to work earlier than three (3) weeks if mutually acceptable between the member and the District.

A second separate extended sick leave of absence shall, upon written request, be granted if the member has exhausted all of their personal accumulated sick leave, and state or federally mandated leave (OFLA/FMLA), up to the end of the current school year in which the request is made. This leave shall be unpaid unless leave is granted from the sick leave bank or other source. Upon granting the request, an employee may return to work before the end of the year if mutually acceptable between the employee and the District. If not mutually acceptable, and if the employee desires to return to work prior to the end of the school year, the District will make every reasonable effort to employ that employee as a substitute with substitute benefits.

A third extended sick leave request as described above in any three (3) year period shall be at the District's discretion. A member on extended leave as a result of a state recognized on-the-job injury, shall be allowed to extend such leave to cover a total leave of at least three (3) years.

A member on any extended sick leave as described above will hold their place on the salary schedule and will be eligible for the scheduled increment the following year provided the member has completed one- half (1/2) or more of the contractual year in which the member was placed on extended sick leave of absence.

Please refer to the Staff Handbook for information on the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).

B. PARENTAL, ADOPTION OR CHILDCARE LEAVE

1. Leave of absence of up to twelve (12) months without pay shall be granted to an member for pregnancy (other than that covered by sick leave), adoption or

childcare upon written request by the member. Request is discretionary with the member. Such leave will not extend into the following school year.

2. The member shall notify the immediate supervisor at least sixty (60) days prior to taking the leave, except in emergency situations.

3. Notice to return shall be given at the time of request and must be one of the following:

   a. Return for balance of school year. At the time the leave is being requested, notice of return will be given and the date of return will be no less than within two (2) weeks of intended return.

   b. Return the following year.

4. A member on this leave shall retain all benefits accrued in the District prior to leave and shall continue to be listed with PERS.

C. STUDY AND PROFESSIONAL DEVELOPMENT

1. Leave of absence without pay may be granted to contract members by the Board upon recommendation of the Superintendent for the following reasons:

   a. Approved study;

   b. Approved travel;

   c. Approved teaching positions outside the United States or teaching of a specific nature within the United States.

2. In order to receive favorable consideration by the Superintendent and Board the following conditions must be met:

   a. Request for professional leave must be submitted in writing to the Superintendent on or before April 1, of the school year previous to the school year for which the leave is requested.

   b. The applicant must have been performing assigned duties in a completely satisfactory manner prior to the applicant's request.

   c. A satisfactory replacement must be available for employment for the time that the member is absent.

3. A member returning to the District after a year of professional leave without pay shall be granted an increment of salary under the following conditions:

a. Approved study - If a member has successfully completed the requirements for a Master's Degree or has successfully completed enough additional quarter hours to make the member eligible for a salary increase in accordance with the requirements of the salary schedule then in use.

b. Teaching experience - A member on approved leave without pay who has taught in a foreign country or in a school within the United States may be granted one increment increase on the salary schedule upon return to duty following the year of leave after such experience has been evaluated and approved by the administrative staff.

4. An individual returning to the District after one (1) year of professional leave without pay will be credited with any accumulated sick leave benefits which the member had at the beginning of the leave. Sick leave will not be credited for the year of absence.

5. The number of certified members taking professional leave shall not exceed two percent (2%) (rounded to the nearest whole number) of the total certified personnel during any school year.

6. The District shall place a returning member in a position for which they are qualified and endorsed upon their return to the District.

D. A leave of absence without pay may also be granted for the purpose of serving as an officer or staff member of the OEA.

E. MISCELLANEOUS LEAVES OF ABSENCE

Upon request of a member, the Board may grant additional unpaid leaves at their discretion and under such terms and conditions as they may mutually find agreeable with that member. The mutual agreement, however, shall be written and signed by the District and the individual member and a copy shall be forwarded to the Council. The granting or not granting of such leaves shall set no precedent and is not subject to grievance.

F. Unless expressly provided for herein, members on leaves of absence without pay shall not receive credit on the salary schedule.

G. Members on any unpaid leave may, at their option, pay the necessary premium to the District and continue on any group insurance programs for up to two (2) years.

H. Application for an Unpaid Leave of Absence will be made on District form. (See Appendix C).

ARTICLE 18 – Management Rights

A. It is recognized that the Board has and will continue to retain the authority to operate and manage the school system and its programs, facilities and properties within the scope of employment as provided by law.

B. Without limiting the generality of the foregoing (Paragraph A), it is expressly recognized that the Board's operational and managerial authority includes:

1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.

2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.

3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions.

4. The maintenance of discipline and control and use of the school system property and facilities.

5. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.

6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.

7. The direction and arrangement of all the working forces in the system including the right to hire, suspend, discharge or discipline, or transfer employees.

8. The right to relieve employees from duty.

9. The creation, combination, modification or elimination of any teaching position deemed advisable by the Board.

10. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.

11. The determination of the layout and the equipment to be used and the right to plan, direct, and control school activities and the subjects to be taught.

12. The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign workloads, and to select textbooks, teaching aids and materials.

13. The right to make assignments for all programs of an extracurricular nature.

Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis.

C. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be modified only by the terms of this Agreement.

ARTICLE 19 - Member Rights – Just Cause Provision

A. The parties agree that it is in everyone's best interest that a representative be present during all meetings related to investigations and discipline or meetings that could lead to discipline. The parties will make every effort to ensure members are aware of their right to representation.

B. No member shall be reprimanded in writing, or have a memorandum of an oral reprimand placed in their file, involuntarily transferred due to disciplinary reasons, suspended without pay, or reduced in basic compensation without just cause. No contract member will be dismissed or non-extended without all protections of the Fair Dismissal Appeals Board, including the right to a Fair Dismissal Appeals Board hearing. Members not covered under FDAB shall not be dismissed or non-extended without just cause.

C. Members not covered under the Fair Dismissal Appeals Board have the right to grieve their dismissal or non-extension through the grievance procedure outlined in Article 3. Members who are eligible for a Fair Dismissal Appeals Board hearing may elect to use the grievance procedure to grieve their dismissal or non-extension in lieu of going through the Fair Dismissal Appeals Board. Members who elect to use the grievance process shall forfeit their rights to a Fair Dismissal Board Appeals Board hearing.

D. All members shall serve probationary terms in accordance with ORS 342.815.

E. If a probationary member is discharged, or the member's contract is non-renewed, the District will proceed in accordance with ORS 342.835.

F. Any criticism of any member by a district supervisor or administrator shall be made in confidence and not in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential. Any criticism of a district supervisor or administrator by a member shall be subject to the same considerations as stated above.

G. No disciplinary action more than three (3) years old shall be applied toward future disciplinary actions unless the same offense was committed during the three (3) year period of time. Disciplinary actions concerning any cause which constitutes revocation of a member's license shall be exempt from this section.

H. ORGANIZING
Members shall have the right to organize, join and assist the Council, to participate in professional negotiations with the board through the Council and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and the quality of the education program. This section is subject to the grievance process through Level 3 only and then to the Employment Relations Board. The Council has the option to proceed directly to the Employment Relations Board in lieu of using the grievance procedure.

I. If a question or concern about a grade arises, the administrator will work with the member to address the question or concern. Grades will not be changed without consultation between the member and the administrator. This section does not apply if a member is unable to submit final grades.

ARTICLE 20 – Strikes and Work Stoppage

The Council agrees that during the term of the Agreement the Council and its members will not participate in a strike, work stoppage, or slow-down against the District. The District agrees that during the term of this Agreement the District will not participate in a lockout against the Council and its members. It is understood that "demand to bargain" negotiation issues may go to "strike" thus not violating the intent of this article if all provisions of ORS 243.698 are met.

ARTICLE 21 – Member Assignments, Exchanges and Job Shares

A. MEMBER ASSIGNMENTS

1. Members will be notified of their job assignments by June 1 except in the case of unusual circumstances.

2. The District will make every effort to fill positions with contract employees. The building administrator will give preference to current qualified members over retired employees. In the event of a retirement during the school year, the retiree will be afforded the opportunity to continue that position without posting. The

administration retains flexibility to determine member assignments based on best needs of children and programs.

B. EXCHANGES

1. Members interested in exchanging jobs with a colleague for a one-year basis or a permanent basis will meet jointly with each other and the administrators involved and see if they can work out either a temporary or permanent exchange.

2. Consensus is necessary for this to take place.

C. JOB SHARES

1. Members interested in sharing jobs with a colleague for a one-year basis or a permanent basis will meet jointly with each other and the administrators involved and see if they can work out either a temporary or permanent exchange.

2. Consensus is necessary for this to take place.

3. Job-sharing will be approved only when there is no adverse financial impact on the District.

ARTICLE 22 – Vacancies, Voluntary and Involuntary Transfers, and Reassignments

The District recognizes that it is desirable to consider the interests, aspirations and qualifications of members in making assignments. Therefore, the District declares its support of giving first consideration to its own licensed staff when filling vacancies within the bargaining unit.

Vacancies are only available for transfer after any existing recall list has been reviewed and the vacancy is posted by the District as per ORS 342.934.

A. DEFINITION OF TERMS

1. Vacancies: A vacancy shall be defined for purposes of this Agreement as a vacant position within the District. This includes newly created positions and unfilled existing positions after current member assignments have been determined.

2. Transfer: Transfer refers to a change in a member's school or job site.

3. Re-Assignment: A re-assignment refers to a change in a member's subject area, position, or grade level within a school or job site that does not include a change from part-time to full-time. At elementary, movement within a level (e.g. K-2, 3-5) or movement between consecutive grade levels shall not constitute a reassignment.

4. Involuntary Transfer or Involuntary Reassignment: A transfer or reassignment not initiated by a member.

B. SPECIALIST VACANCIES

For state identified hard to fill Specialist positions including Speech Language Pathologist, School Psychologist, Occupational Therapist, Physical Therapist, and Autism Specialist positions, if the vacancy has remained open for more than twelve (12) business days with no qualified applicants, the District may contract out for those services for the remainder of the year. Active posting and recruitment will continue for these vacant postings even if the District contracts out for services.

C. NOTIFICATION OF VACANCIES

1. All probationary vacancies that occur during the contract year will be posted on the District website for five (5) working days and emailed to all members. Temporary vacancies do not qualify.

2. All vacancies, including temporary and probationary vacancies that occur outside of the contract year shall be posted for a minimum of seven (7) calendar days.

D. PROCEDURE FOR VOLUNTARY TRANSFERS TO VACANCIES

1. Licensed staff with five (5) years or more seniority in the District, and not currently on a Plan of Assistance, with three (3) years of experience at a given site, and properly licensed under State and Federal law, qualify for transfer. Members who do not meet these criteria may apply as an external applicant.

2. All those qualified, as per D (1) above, shall notify the site administrator within five (5) working days of the posting, shall be considered first, and if needed, interviewed by the site committee. Transfer will be granted upon meeting the job criteria set by the District and school site. The interview process is to ensure understanding of needs and priorities of the site, and the interests and abilities of the member requesting transfer. Candidates will be given written feedback if candidates are not offered the position.

3. A member who accepts a temporary assignment shall continue to accrue seniority.

E. INVOLUNTARY TRANSFERS

1. Administration may confer with members being considered for involuntary transfer. Before involuntary transfers are made, the District shall share their involuntary transfer plans with AEA leadership in writing and if requested, a meeting with AEA leadership and the District shall be scheduled to review the plans. Further

communication to members regarding involuntary transfers shall take place on a mutually agreed upon timeline.

2. The District may involuntarily transfer a member when the District deems the transfer will improve the overall instructional program, or when it is necessary to meet the requirements of state and federal law. Members shall only be involuntarily transferred to a position with a comparable job description for which they are licensed.

3. When involuntary transfers occur, the following procedures will be followed:

   a. The principal will determine the grade level(s) or subject area(s) to be affected and solicit volunteers.

   b. If there are no volunteers, the member with the least seniority in the same affected job type at the school where the involuntary transfer is needed, who is deemed properly licensed under state and federal law for the position, will be involuntarily transferred and shall have bumping rights into comparable positions held by less senior members. The District shall provide the Association and the member being involuntarily transferred with written notice of the transfer a minimum of ten (10) working days prior to the transfer.

   c. An involuntary transfer or reassignment shall be made only after a meeting between the member and immediate supervisor, at which time the member shall be provided the specific reasons for transfer in the meeting and in writing.

4. No one shall be involuntarily transferred more than once in three years except in mutually agreed upon unusual circumstances.

5. Involuntary transfers or reassignments for the following school year shall be completed by June 30, except in unusual circumstances.

6. No member shall be involuntarily transferred or reassigned to a position for which they are not properly licensed under state and federal law.

F. SUPPORT FOR INVOLUNTARILY TRANSFERRED OR INVOLUNTARILY REASSIGNED MEMBERS

A member who is involuntarily transferred or reassigned may be required to participate in a District education program not to exceed 8 hours. The purpose of the education program will be to orient and educate the member about organizational structure, developmental needs of students, appropriate teaching strategies, and so forth. The 8-hour education program may be held outside regular work hours; in such cases, the member will be paid at their contract rate. Members shall have the option of requesting up to eight-hours of substitute coverage to train and/or observe in their new subject area and/or grade level. Instead of substitute coverage, members may request to be paid for

eight hours of preparation time outside of their contract hours.

G. RELOCATION ASSISTANCE AND COMPENSATION FOR REQUIRED MOVES

1. For this section, required moves are defined as moves that result from involuntary transfer and/or involuntary reassignment as defined in Section A, and/or moves due to bond work and/or construction.

2. For any classroom moves required by the District, every effort will be made to provide members with at least three weeks' notice of the date in which their workspaces must be packed and moved to ensure they have an appropriate amount of time to pack and unpack.

3. Members required to pack and unpack classrooms outside of their contracted hours will be paid at their Contract Rate for up to eight (8) hours of packing and up to eight (8) hours of unpacking.

    a. Members shall work collaboratively with the building administrator, or their designee, to develop the work plan (number of days and how they are to be used) if additional time is needed.

4. As duties vary from site to site, administrators will consult with site leadership teams regarding site specific time needs and considerations related to the move. Materials and packed boxes moved by the District shall be delivered on site prior to the time allotted to unpack/set up. Members shall have access to their new and/or temporary worksites to unpack and organize their rooms as soon as possible, but, at minimum, one contract day prior to the first day of classes in their new space.

5. Unless otherwise agreed, members are not responsible for moving District-owned materials or equipment. Members shall not be required to move furniture and other heavy classroom items. Boxes and packing materials shall be provided to members at least two weeks prior to the deadline to move, whenever possible.

6. Members are responsible for packing and moving personal items at their own expense.

ARTICLE 23 – Layoff and Recall

A. Assigning Seniority

1. Lots shall be drawn for newly hired members with the same hire date at the first Contract Maintenance meeting of each contract year. If there are additional new hires with the same hire date after the first Contract Maintenance meeting of the contract year, representatives from the District and the Association shall meet within thirty days of their hire to draw lots. A randomization tool shall be used to generate the lots to be drawn.

2. To ensure that seniority records are complete and accurate, at the second Contract Maintenance meeting of each year, the full seniority list shall be reviewed by both the District and the AEA.

3. On each seniority list, number 1 is the most senior, and the highest number is the least senior.

4. A letter shall be placed in each member's personnel file that lists their assigned placement on the seniority list.

5. Licensed staff do not lose seniority when moving into Ashland School District administrative positions. If they return to a licensed position, they will return to their original licensed seniority date and accrue years of experience with correlating longevity.

6. If the District or the Association locates records regarding previous decisions that were made for assigning seniority for licensed members with the same hire date, any previously assigned seniority rankings will supersede the new rankings. The newly found data will be added to the seniority spreadsheet and the HR system at the time a record of the previously determined seniority is found.

7. Information on assigning seniority for licensed members will be stored in a central location at the District Office. The Association shall have access to this information upon request.

8. If an error is found after seniority has been assigned, the District and the Association shall meet within ten business days to correct the error. The parties agree that rather than reassigning seniority for an entire group of members when an error is found, the member with an error in their seniority will be moved to the appropriate seniority group and will keep their seniority number placement. If movement into another seniority group creates a tie, lots will be redrawn for the two members with the same seniority number on an as needed basis.

B. <u>LAYOFF</u>

1. The District shall determine when layoffs are necessary and which program areas shall be affected. Recognized reasons for layoff are lack of funding to continue educational programs or administrative decisions regarding elimination or adjustment of classes. In determining members to be retained, should it become necessary for the District to reduce its staff under this section, the District shall, in January of each year, verify the certification, seniority and qualifications of each member. Once the District has

determined that a layoff is necessary the following sequence of events will be initiated:

First: The seniority list must be released to the Council. The seniority list must include members' assignments, licensure/endorsements, and cultural or linguistic expertise if applicable. Upon request, the District shall provide evidence of applicable linguistic expertise.

Second: The Board will take action at a meeting to initiate layoff procedures.

Third: A consultation period of up to thirty (30) days will begin. During that consultation period the Council will review the District's proposal to verify that it conforms to the contract.

Fourth: After the Council has confirmed that the District's proposal conforms to the contract, the Board will take formal action on layoff.

Fifth: If formal action of layoff is taken by the Board, affected members and the Council will receive notice of layoff from the building principals.

Sixth: Affected members will receive a certified letter from the District with written notice of the layoff. Members scheduled for layoff shall have access to a meeting with the District and the Association to ensure that they fully understand their rights under this Article.

Such notice will include the proposed time schedule for the date of layoff, which shall be no less than thirty (30) calendar days from the date of the notice of layoff, and the reasons for the proposed action. The District's overall instructional program will be given priority consideration.

2. The District shall make every reasonable effort to transfer members whose assignments are eliminated to other positions for which they are properly licensed under state and federal law.

3. Criteria for Reduction:

   a. Licensure - A member who is currently teaching/working within the member's licensed area will have seniority rights within the parameters of that certificate.

   b. Seniority - Total length of service (including approved leaves) is based on the first day of actual service with the District in a licensed position at .5 FTE and above. Ties will be broken by drawing lots. Representatives of the Council will draw lots on behalf of newly hired members to break ties

in seniority within 30 days of their first day of service.

c. Experience - A member who is not currently teaching/working within the member's licensed area (i.e., an additional endorsement not being used for the member's current assignment) will have seniority rights only when the member had previously successful experience in that area in the District. For the purpose of this section, successful experience does not include work as a substitute.

d. Competency – The member is not considered competent if the member has failed a plan of assistance and is currently on a plan because of that failure.

4. When existing members of the bargaining unit cannot be transferred to other positions for which they are properly licensed under state and federal law, they will be placed on seniority lists according to the areas for which they are qualified. Layoffs will be conducted by licensure using the ordered seniority determined either by hire date or lots drawn. If applicable, cultural and/or linguistic expertise shall be considered based on the regulations of ORS 342.934 as in force at the time of the need for reduction in force.

5. Layoff is considered when an individual goes from 1.0 FTE to less than 1.0 FTE or when FTE is reduced to less than .5 FTE. No layoff is considered when an individual goes between .99 FTE and .50 FTE.

6. In the event of an unfunded, long-term emergency school closure, (i.e. fire, pandemic, flood) employees may be temporarily laid off and shall be subject to recall within forty- eight (48) hours of notice from the District.

C. RECALL

If within 27 months of layoff a vacancy occurs within the District for which the laid off member is properly licensed under state and federal law, recall will be in the reverse order of layoff in accordance with the following procedures:

1. At the time of layoff, the District provide laid off members the opportunity to express, in writing, a desire to return to the District. The District shall also receive the member's address for recall notification. In the event of a recall, the District shall notify a member who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the member to the District office.

2. At the time of layoff, the employee may indicate in writing a desire to return to the District and may provide the District with an address to which notices shall be sent. Members will have sixteen (16) calendar days from the date of the mailing of such notice to notify the District in writing of their intent to return within sixty (60)

calendar days of the date of such notice. Failure of the member to respond within the time herein specified shall terminate such member's right to recall.

3. Upon recall, the District shall restore the salary and accrued benefits, including paid leaves, to all laid off members who accept a recall notice.

4. Full-time laid off members may accept a part-time recall position and still remain on the recall list.

5. When the District employs long term substitutes, laid off members shall be given priority long-term substitute assignments while on the recall list and are protected from forfeiting recall rights when substituting.

D. ORIENTATION

A member who is recalled to a different level or program (e.g., middle school to high school, etc.)-may be required to participate in a District education program not to exceed eight (8) hours. The purpose of the education program will be to orient and educate the member about organizational structure, developmental needs of students, appropriate teaching strategies, and so forth of the new level. The eight (8) hour education program may be held outside regular work hours; in such cases, the member will be paid at their contract rate.

ARTICLE 24 –Dues Deduction, Employee Information, & New Hire Orientations

A. The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the District with a list identifying the members who have signed such authorizations and the authorized deduction amounts, as well as payment remittance data instructions for reporting dues payments. The District shall rely on the list and the payment remittance data instructions to make the authorized deductions and to remit payment and data to the Association.

The District shall be responsible for paying the AEA, OEA, and/or NEA dues that are not deducted and paid when the dues deduction information was communicated by OEA Staff to the payroll clerk by the clerk's designated cutoff date.

B. OEA, NEA, and AEA dues and voluntary contributions for all Association members shall be equally divided and deducted in ten (10) monthly payments, starting with the October paycheck and ending with the July paycheck.

C. All monthly OEA and NEA dues and voluntary contributions shall be remitted in a single payment, along with an excel-compatible register, to the OEA Membership Specialist within ten (10) calendar days of each pay period.

D. All monthly AEA dues shall be directly deposited into the AEA bank account. AEA shall provide the routing number and account information needed for direct deposit. An excel-compatible register of all AEA dues deducted from each member's paycheck shall be sent to the AEA Treasurer and the OEA Consultant within ten (10) calendar days of the pay period in which they were deducted.

E. If a bargaining unit member becomes an Association member after the first paycheck and dues deduction, OEA, NEA, and AEA dues and voluntary contributions shall be prorated, equally divided, and deducted from the remaining pay periods.

F. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgements against the District concerning the dues deductions procedures outlined in this Agreement. The Association's obligation is contingent upon the District providing the Association notice of any claim within 30 days and cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to substantiated claims of criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

G. On February 1st, June 1st, and October 1st of each year, the District will provide the OEA UniServ Representative and the OEA Membership Specialist an editable, digital file of each employee in the bargaining unit (both members and non-members) that includes the following information:

1. Last four digits of their social security number
2. First date of service into an AEA bargaining unit position
3. FTE
4. Worksite(s)
5. Title
6. Position on the salary schedule (step and column)
7. Annual Salary
8. Residential address or personal mailing address if available to the District.
9. Any means of electronic communication, including work and personal electronic mail addresses if available to the District.
10. Residential, cellular, and work phone numbers if available to the District.

H. The District will provide the OEA UniServ Representative and the OEA Membership Specialist the above listed information for all newly hired employees on the 10th, 20th, and 30th of each month (except February when the information will be provided on the 10th, 20th, and 28th or 29th). In instances where it is not feasible to include an employee on a reporting date, the District will provide the information within 10 calendar days of hire. If within a ten (10) day period the District does not hire any new employees, a notification will be sent to the OEA UniServ Representative indicating that no new employees were hired during that timeframe.

Any changes in items listed in section G, including employee name, will be submitted monthly to the Association.

I. Prior to the start of the school year, the District shall provide a two-hour block during the paid in-service days for the Association to meet with new employees hired during summer break. If the new hire orientation is scheduled outside of the 193-day contract year, all new hires shall be paid at their hourly rate for all time spent attending the AEA orientation. The District shall submit to the Association an initial list of new hires ten (10) calendar days prior to the new hire orientation in August and shall submit an updated list of new hires two (2) calendar days prior to the new hire orientation in August.

J. After the school year begins, the District and Association will collaborate on a two-hour block of time, within 30 days after hire, for the Association to meet with new employee(s). No employee shall suffer a loss of pay or benefits from participating in these Association orientation meetings.

ARTICLE 25 – Compensation

The salary schedule was developed to compensate for increased experience and encourage professional growth.

A. PAY DATES

September paychecks shall be paid no later than the 35th calendar day after members begin work in August. In each subsequent month, the pay date shall be on the 25th of the month. In June, members shall receive three separate checks to pay the balance of their contract. If the pay date in any month falls on a holiday or weekend, members shall be paid on the preceding workday.

B. SALARIES:

1. For the duration of this contract, all eligible bargaining unit members will receive a pay step each year. The licensed salary schedule shall be increased by 3.00% COLA each year. See salary schedules in Appendix A-1, A-2, and A-3.

2. Note: Members "eligible" for a pay step are those who have completed at least one- half year of service, or have been on approved or Study or Professional Leave and provided adequate documentation of the study or work experience completed while on leave.

3. Vertical and horizontal step increments shall remain at 3.25% for the duration of this contract.

4. Special education teachers shall receive a pro-rated annual stipend of $2,500 per

1.0 FTE. These stipends shall be paid in equal monthly installments.

C. HORIZONTAL MOVEMENT DURING LIFE OF AGREEMENT

1. If a member completes the necessary credits for advancement to a higher column on the salary schedule, an adjustment in salary and on the salary schedule shall become effective beginning with the payroll period following written notification by the member to the Superintendent. Necessary credits may include In-District courses which are approved for credit in advance by the District. Official verification of having successfully completed the additional course(s) will be submitted with the written notification

2. All credits must be upper division or graduate hours earned after the BA.

D. PLACEMENT OF MEMBERS

1. Newly hired members shall receive full credit on the salary schedule for all state recognized prior teaching experience and/or experience in their field (except for Career and Technical Education members without teaching experience) in which they were hired. "State recognized" means any school (private or public) that is recognized by the state in which it operates. All newly hired members shall also receive a full year of experience credit for any past employment that extended at least half a year.

2. Career and Technical Education teachers seeking licensure will receive step credit for every two years of work experience, up to the 5-year step, in the discipline for which the CTE teacher was hired. As required by TSPC and ODE, the teacher will develop a professional development plan with their advisory board and will continue moving along the steps of teaching experience during the completion of the plan. Once the plan is completed, any additional years of experience (at a ratio of 1 year in industry to 1 year in teaching) will be added to the teacher's experience level up to 10 years. Current CTE teachers will not receive retroactive pay for any years prior to the 2024-2025 school year.

    a. For example, a candidate who comes to the District with 6 years of industry experience will be placed at step 3 on the BA column of the salary schedule. They will receive a step increase for each year they are on the professional development plan. Upon completion of the professional development plan, the teacher will be moved to step 9 to account for their initial years of industry experience that were not counted upon hire.

3. CTE teachers and Nurses will receive credit for movement to the next column of the salary schedule based on college coursework, or for approved documented training relevant to their discipline and included as part of a Professional Development Plan. Credit for training will be at the rate of 1 credit hour for each 8 hours of professional training.

4. All salary placements will be documented upon hire and signed by the Superintendent or designee. A copy of this documentation shall be given to the member and the Director of Human Resources, and a copy will be placed in the member's personnel file.

E. LONGEVITY

Members who are stepped out on the salary schedule will be paid based on the following:

1. The parties recognize that the current salary schedules end at step 14 for BA, step 17 for BA+45/MA and BA+60/MA+15, and step 18 for BA+75/MA+30 and Specialists.

2. Members in the BA column of the salary schedule who reach steps 15, 16, 17, or 18 will receive a $600 stipend each year. Members in the BA+45/MA column who reach step 18 will receive a $600 stipend each year. Members in the BA+60/MA+15 column who reach step 18 will receive a $600 stipend each year.

3. Members who reach steps 19, 20, 21, 22, 23, or 24 on the longevity schedule will receive a $1,150 stipend each year.

4. Members who reach step 25 and beyond on the longevity schedule will receive a $2,100 stipend each year.

5. Longevity will be calculated based on the member's placement on the salary schedule and adjusted based on their full-time equivalent (FTE) as of September 1st of the current school year.

F. Members who lead professional development shall be paid their hourly rate of pay for any time spent outside of the eight (8) hour workday preparing for or presenting the professional development. For every two hours of Professional Development that members present, they will be paid for one hour of preparation time at their hourly rate.

G. In the event of a situation beyond the control of the Board which requires the closing to students or employees of one or more, or all of the schools, the school year may be extended to compensate for the number of days lost in such schools, at the discretion of the District with no additional pay in excess of the member's yearly contracted salary. Staff will be notified of any extension of the school year no later than April 30.

1. When schools are closed for a full day, members are not required to be in attendance.

2. When schools are delayed for two hours, members are expected to report to work two hours later than their regular reporting time. Part-time members whose schedules are not impacted by the delay shall report at their regular report time.

H. If the District is not able to meet its financial obligations, without implementing a layoff, the parties will consult. The purpose of these consultations will be to agree on strategies to enable the District to meet the financial obligations in the most educationally responsible way.

ARTICLE 26 – Insurance

The Association and the District agree that the health and well-being of employees is of utmost importance. The parties also agree that we will to work collaboratively to develop health promotion activities that assist employees in making informed decisions about their health care and lifestyle changes.

A. INSURANCE COMMITTEE

1. The Association shall have four (4) voting members on the Insurance Committee. Committee members will be paid the committee rate for their participation.

2. Prior to the start of the plan year, the Committee will review insurance plan options for the following plan year and bring recommendations to the administration.

B. HEALTH INSURANCE

1. Eligibility

Each member covered under this bargaining Agreement who works a minimum of .50 FTE during a school year is eligible for health insurance coverage. Members are not obligated to purchase coverage for spouse/domestic partners and/or dependents.

2. Eligible members who work a full contract year shall receive twelve (12) months of insurance beginning October 1 and ending September 30. Eligible members who work less than a full contract year will receive a pro-rated-benefit.

3. Open enrollment period will occur between August 15 and September 15 each year.

C. Definition of Benefits

1. Health insurance is defined as medical (including prescriptions), dental and vision coverage. Members may not separately select one or more of these coverages; all three are provided as a "bundled" benefit.

2. The District shall continue to offer a Section 125 Cafeteria Plan that provides the option of pre-tax insurance premiums as well as supplemental health and accident insurance for eligible members, as defined by the current plan.

3. Premium Payments

a. The District agrees to pay a portion of the monthly premium cost per employee for the purchase of medical, dental and vision insurance each contract year (October through September). Premiums for certified employees will be split according to the following percentages:

Employee only: District assumes 100% of the cost.

Employee and Children: 90% District 10% Employee

Employee and Spouse: 87% District and 13% Employee

Full Family: 86% District and 14% Employee

b. Separate premiums for medical, dental and vision coverage are determined annually and are effective from October 1st through September 30th (the plan year). These premiums are established on four different step rates, as follows: employee only, employee and child/children, employee and spouse/domestic partner, and family.

c. The out-of- pocket premium will be deducted from the member's paycheck. Monthly premiums are not pro-rated.

d. Each member who works .50 FTE through .79 FTE shall pay no more than 1.5 times the out-of-pocket amount that full-time (1.0 FTE) members pay for health insurance coverage. Each member who works .80 FTE through .99 FTE shall pay the same out-of-pocket premium as full-time members.

e. Members who have medical coverage through another group plan may opt-out of the District-provided medical, prescription, dental, and vision coverage by providing to the District proof of coverage. The District will then provide the member with a taxable benefit in the amount of $400.00. Members may opt-out at open enrollment or during a qualifying life

event.

f. If an eligible member takes unpaid leave during a school year, the member may be responsible for payment of the entire monthly insurance premium. That determination is made by the District when the leave request is submitted, based on the percentage of unpaid leave days for the current school year to the number of contract days worked for the current school year.

D. LIFE INSURANCE

Eligible members and their spouse/domestic partner/dependents have access to group life insurance. The member pays the entire monthly premium for group life insurance through payroll deduction.

E. LONG-TERM DISABILITY INSURANCE

Eligible members pay the entire monthly premium for long-term disability insurance through payroll deduction.

ARTICLE 27 – Travel Expense and Reimbursement

Staff will need to obtain advanced approval from the site administrator prior to making travel arrangements. Meal and lodging expenses are expected to be kept within the per diem rates established by the General Services Administration (GSA) located at www.gsa.gov/perdiem. Upon administrator approval, lodging expenses that exceed the GSA per diem rates may be approved. Registration fees will be covered as approved by the site administrator. Mileage will be reimbursed at the current IRS rate for miles driven on behalf of the District or staff may choose to use their P-card for fuel purchases made during business travel. Refer to DLC-AR and the Staff Handbook for reimbursement procedures. When out of town travel is necessary both parties will refer to ASD Administrative Rule for Travel.

ARTICLE 28 – Compliance Between Individual Contracts and Master Agreement

Any individual contract between the Board and an individual member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language conflicting with this Agreement, this Agreement, during its duration shall be controlling.

ARTICLE 29 – Site-Based Decision Making/Contract Waiver

The Board and the Council agree that there may be times when members and administrators mutually desire to waive a specific contractual article in order to

implement an educational innovation. It is the intent of this article to allow contract waivers to occur under the following conditions:

A. Member participation in an innovation requiring a contract waiver is voluntary;

B. The waiver is memorialized in a Memorandum of Understanding approved by the Southern Oregon Bargaining Council and the Board. The AEA Representative Council will be notified of the waiver request and determine whether or not member ratification is necessary. In all cases the signatures of the School Board, the Council, and the Ashland Education Association are necessary on any memorandum.

C. The Memorandum of Understanding will specify the contract article being waived or modified and the expiration or renewal date of the waiver. The Memorandum of Understanding will be non-precedent setting.

D. The Memorandum of Understandings are subject to the grievance process.

E. Those who choose not to participate in an innovation requiring a contract waiver will not be subject to an adverse evaluation, discipline, or dismissal for their non-participation.

F. The collective bargaining agreement not affected by any Memorandum of Understanding will remain in full force and effect and have full application to the members who are affected by the innovation requiring a contract waiver.

ARTICLE 30 – Retirement Program

The District shall continue to pay the employee contribution to the Public Employees Retirement System, not to exceed six percent (6%). The parties agree that this section shall not be modified or reopened during the life of this Agreement.

ARTICLE 31 – Intellectual Property

A. The parties wish to encourage creativity, production and collaboration in producing materials for the classroom or for benefit and use of the school district.

B. The ownership of any materials, processes, or inventions developed by a member outside the course of the member's regular duties for the Ashland School District and using the member's individual effort, time and expense shall vest in the member. If copyrighted, licensed or patented, it will be done by the member in the member's name.

C. The ownership of materials, processes, or inventions specifically commissioned by or produced for the Ashland School District, using Ashland School District supplies, materials, and on the Ashland School District's time shall vest solely in the Ashland School District and shall constitute "works made for hire" as defined in the United States

Copyright Act, 17 USC § 101. Members agree to execute such other documents as the Ashland School District may reasonably request to perfect the Ashland School District's ownership of all rights, title and interest in such works made for hire.

D. In instances where materials, processes, or inventions are produced by a member as part of their employment with time, facilities, or other Ashland School District resources, the ownership of the materials, processes, or inventions shall vest jointly with the Ashland School District and the member. The product will be available for use by the Ashland School District, including but not limited to the right of the Ashland School District to make modifications to the product, in perpetuity, at no cost to the District.

ARTICLE 32 – Contract Maintenance

A. For the purpose of this article, a Contract Maintenance Committee shall meet regularly to address issues that arise during the duration of the contract and as a means of communicating between the District and the Council any related concerns pertaining to working conditions. When it is recognized that a change in contract language is desirable, the parties will follow their procedures for the development and ratification of a memorandum of understanding. Once an MOA has been mutually agreed upon, AEA will place the MOA proposal on the next regularly scheduled upcoming SOBC meeting. The District will send the proposed MOA to the School Board for placement on the next regularly scheduled Board meeting. Either party may request an expedited process through a special session. Once MOAs are ratified and signed, they will be posted on the District website within ten (10) working days.

B. The Contract Maintenance Committee will review the following documents on an annual basis, including but not limited to, seniority lists, longevity lists, schedules for member-directed PD time and PLC time, important dates and deadlines, and financial documents as requested. All data requested (compiled data when possible) will be provided on a mutually agreed upon timeline, not to exceed 45 days. The Contract Maintenance Committee will establish and regularly review the schedule for data delivery.

See Appendix D for the Contract Maintenance Referral Form. This form is subject to revisions annually by the Contract Maintenance Committee.

ARTICLE 33 - Itinerant Bargaining Unit Members

1. Itinerant Bargaining Unit Members
    a. Itinerant bargaining unit members are defined as members who are assigned to than one worksite.

    b. Itinerant members are entitled to submit mileage reimbursement at the IRS rate for miles driven between worksites. Miles driven from a member's home to a worksite or from a worksite to their home will not be reimbursed.

c. FTE for itinerant members shall not exceed 1.0 FTE and itinerant members shall not be required to work more than an eight-hour workday. Every effort shall be made for itinerant members to have student contact minutes and schedules that are equitable to other full-time members at the elementary or secondary level based on the worksites they are assigned to.

d. Prep-time for itinerant members shall be equal to the prep time at their home site. Home site is defined as the assignment where they have the most student contact time. If an itinerant member has equal student contact minutes at two sites, their prep time shall be the sum of half the amount of prep time allotted to full-time members at each site, based on their FTE.

e. All itinerant members shall receive travel time as follows.

Travel Time	Helman	AHS	AMS/TRAILS	Willow Wind	Bellview	Walker
Helman		20 minutes	25 minutes	25 minutes	30 minutes	25 minutes
AHS	20 minutes		15 minutes	15 minutes	20 minutes	15 minutes
AMS/TRAILS	25 minutes	15 minutes		10 minutes	15 minutes	10 minutes
Willow Wind	25 minutes	15 minutes	10 minutes		15 minutes	10 minutes
Bellview	30 minutes	20 minutes	15 minutes	15 minutes		15 minutes
Walker	25 minutes	15 minutes	10 minutes	10 minutes	15 minutes	

ARTICLE 34 – Part-Time

1. A part-time member is a member whose FTE is less than 1.0 FTE.

2. Part-Time FTE Calculation: Part-time FTE shall be calculated as follows:

   a. Part-Time FTE shall be calculated by the number of student contact minutes a part-time member has in a schedule cycle (e.g. Secondary AB Day Schedule=10 days, Elementary weekly schedule = 5 days) divided by the total student contact minutes of full-time members who have a comparable job description at their level for the same period. “Comparable job description” is defined as general education, resource special education, or site based special education. “Level” is defined as elementary, K-8 for Willow Wind and TRAILS, AMS, or high school.

      i. Student Contact Minutes: Student contact minutes are defined as the total amount of time that members spend directly interacting with students during a given period, such as a class session, course, program, and times of assigned supervision.

3. Every effort shall be made to create schedules for part-time members that include continuous student contact time.

4. Members who travel between work sites shall have travel time included in their workday as outlined below. Travel time shall be separate from protected lunch and prep time.

Travel Time	Helman	AHS	AMS/TRAILS/	Willow Wind	Bellview	Walker
Helman		20 minutes	25 minutes	25 minutes	30 minutes	25 minutes
AHS	20 minutes		15 minutes	15 minutes	20 minutes	15 minutes
AMS/TRAILS/	25 minutes	15 minutes		10 minutes	15 minutes	10 minutes
Willow Wind	25 minutes	15 minutes	10 minutes		15 minutes	10 minutes
Bellview	30 minutes	20 minutes	15 minutes	15 minutes		15 minutes
Walker	25 minutes	15 minutes	10 minutes	10 minutes	15 minutes	

5. Prep Time Calculation: Prep time for part-time bargaining unit members is calculated by multiplying the part-time FTE by the prep time allotted a full-time teacher for a full teaching cycle by level.

6. Part-time members shall have the same percentage split of Professional Development and member-directed time as full-time members at their site with comparable job descriptions.

Article 35 – Health & Safety

A. The District shall provide a safe and healthy working environment for all members. Members shall not be required to work under unsafe or hazardous conditions. Every member will be provided with an indoor workspace.

B. The District will immediately notify members when they are potentially exposed to contagious diseases, viruses, or environmental hazards. The District shall identify the actions taken to address the unsafe or hazardous conditions.

C. The District is prohibited from retaliating or taking adverse personnel actions against any member who reports health and safety incidents.

Article 36 – Non-Discrimination

A. In compliance with federal statutes, the Council and the District agree employees who identify as members of a protected class, including but not limited to race, national or ethnic origin, color, sex, religion, age, sexual orientation, gender expression or identity, pregnancy and related medical conditions, marital status, familial status, mental or physical disability, or military service, shall not be discriminated against.

B. Bargaining unit members who believe they are targets of discrimination, hazing, harassment, intimidation, menacing, bullying, or cyberbullying may be accompanied by a union representative when reporting to and engaging with the District in filing a report and addressing the issue through the District process for investigating and addressing discrimination concerns. Retaliation against any person who reports, is thought to have

reported, files a complaint or otherwise participates in an investigation or inquiry is strictly prohibited by Board policy.

ARTICLE 37 – Duration

A. This Agreement shall be effective upon execution except as otherwise provided and shall remain in full force and effect through June 30, 2029.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

C. The District and the Council will begin successor contract negotiations no later than March 1, 2029.

ARTICLE 38 – Execution - Signature

Executed this _____ of _____, 2026, at Ashland, Oregon, by the undersigned officer of District 5 School Board and Administration on behalf of School District 5, Jackson County, Oregon, and by the Southern Oregon Bargaining Council.

Southern Oregon Bargaining Council	**Ashland School District**
By _____ SOBC Chairperson	By _____ Chair, School Board
By_____ SOBC Local representative	By _____ Superintendent
Date: _____	Date: _____

APPENDIX A-1 – 2026-2027 Licensed Employee Salary Schedule
193 Days
Ashland School District

	[BA]	[BA+45/MA]	[BA+60/MA+15]	[BA+75/MA+30]	Specialist
1	$51,806	$53,490	$55,228	$57,023	$64,023
2	$53,490	$55,228	$57,023	$58,876	$66,104
3	$55,228	$57,023	$58,876	$60,790	$68,252
4	$57,023	$58,876	$60,790	$62,766	$70,471
5	$58,876	$60,790	$62,766	$64,806	$72,761
6	$60,790	$62,766	$64,806	$66,912	$75,126
7	$62,766	$64,806	$66,912	$69,086	$77,567
8	$64,806	$66,912	$69,086	$71,332	$80,088
9	$66,912	$69,086	$71,332	$73,650	$82,691
10	$69,086	$71,332	$73,650	$76,044	$85,378
11	$71,332	$73,650	$76,044	$78,515	$88,153
12	$73,650	$76,044	$78,515	$81,067	$91,018
13	$76,044	$78,515	$81,067	$83,701	$93,976
14	$78,515	$81,067	$83,701	$86,422	$97,031
15		$83,701	$86,422	$89,230	$100,184
16		$86,422	$89,230	$92,130	$103,440
17		$89,230	$92,130	$95,125	$106,802
18				$98,216	$110,273

***Specialist is defined as Behavior Analysts, Occupational Therapists, Physical Therapists, Speech Pathologists, School Psychologists, and Autism Specialists.**

APPENDIX A-2 – 2027-2028 Licensed Employee Salary Schedule
193 Days
Ashland School District

	[BA]	[BA+45/MA]	[BA+60/MA+15]	[BA+75/MA+30]	Specialist
1	$53,360	$55,095	$56,885	$58,734	$65,734
2	$55,095	$56,885	$58,734	$60,643	$67,870
3	$56,885	$58,734	$60,643	$62,614	$70,076
4	$58,734	$60,643	$62,614	$64,649	$72,354
5	$60,643	$62,614	$64,649	$66,750	$74,705
6	$62,614	$64,649	$66,750	$68,919	$77,133
7	$64,649	$66,750	$68,919	$71,159	$79,640
8	$66,750	$68,919	$71,159	$73,472	$82,228
9	$68,919	$71,159	$73,472	$75,859	$84,900
10	$71,159	$73,472	$75,859	$78,325	$87,660
11	$73,472	$75,859	$78,325	$80,870	$90,509
12	$75,859	$78,325	$80,870	$83,499	$93,450
13	$78,325	$80,870	$83,499	$86,212	$96,487
14	$80,870	$83,499	$86,212	$89,014	$99,623
15		$86,212	$89,014	$91,907	$102,861
16		$89,014	$91,907	$94,894	$106,204
17		$91,907	$94,894	$97,978	$109,656
18				$101,163	$113,219

***Specialist is defined as Behavior Analysts, Occupational Therapists, Physical Therapists, Speech Pathologists, School Psychologists, and Autism Specialists.**

APPENDIX A-3 – 2028-2029 Licensed Employee Salary Schedule
193 Days
Ashland School District

	[BA]	[BA+45/MA]	[BA+60/MA+15]	[BA+75/MA+30]	Specialist
1	$54,961	$56,747	$58,592	$60,496	$67,496
2	$56,747	$58,592	$60,496	$62,462	$69,690
3	$58,592	$60,496	$62,462	$64,492	$71,954
4	$60,496	$62,462	$64,492	$66,588	$74,293
5	$62,462	$64,492	$66,588	$68,752	$76,708
6	$64,492	$66,588	$68,752	$70,987	$79,201
7	$66,588	$68,752	$70,987	$73,294	$81,775
8	$68,752	$70,987	$73,294	$75,676	$84,432
9	$70,987	$73,294	$75,676	$78,135	$87,176
10	$73,294	$75,676	$78,135	$80,675	$90,009
11	$75,676	$78,135	$80,675	$83,297	$92,935
12	$78,135	$80,675	$83,297	$86,004	$95,955
13	$80,675	$83,297	$86,004	$88,799	$99,074
14	$83,297	$86,004	$88,799	$91,685	$102,294
15		$88,799	$91,685	$94,664	$105,618
16		$91,685	$94,664	$97,741	$109,051
17		$94,664	$97,741	$100,918	$112,595
18				$104,197	$116,254

***Specialist is defined as Behavior Analysts, Occupational Therapists, Physical Therapists, Speech Pathologists, School Psychologists, and Autism Specialists.**

Appendix A-4 – 2026-2029 Longevity Schedule

Longevity Schedule					
	[BA]	**[BA+45 or MA]**	**[BA+60 or MA+15]**	**[BA+75 or MA+30]**	**Specialist**
1	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$0
3	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0
6	$0	$0	$0	$0	$0
7	$0	$0	$0	$0	$0
8	$0	$0	$0	$0	$0
9	$0	$0	$0	$0	$0
10	$0	$0	$0	$0	$0
11	$0	$0	$0	$0	$0
12	$0	$0	$0	$0	$0
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$600	$0	$0	$0	$0
16	$600	$0	$0	$0	$0
17	$600	$0	$0	$0	$0
18	$600	$600	$600	$0	$0
19	$1,150	$1,150	1,150	$1,150	$1,150
20	$1,150	$1,150	$1,150	$1,150	$1,150
21	$1,150	$1,150	$1,150	$1,150	$1,150
22	$1,150	$1,150	$1,150	$1,150	$1,150
23	$1,150	$1,150	$1,150	$1,150	$1,150
24	$1,150	$1,150	$1,150	$1,150	$1,150
25+	$2,100	$2,100	$2,100	$2,100	$2,100

Appendix B - Extra Duty Assignments

Compensation schedule for responsibilities exceeding the members' job descriptions or completed outside of the contracted day/year are herein referred to as extra duty assignments.

All extra duty assignments shall be voluntary. Extra duty assignments shall first be made available to the staff, then the community.

This schedule is grouped by position A, B, C, etc., to indicate the level of responsibility and compensation. Prior to the assignment of any person to any group, the District shall list, in writing, the duties to be performed during the year. There shall be evaluations by immediate supervisors and principals of the accomplishments of assigned duties.

EXTRA DUTY SCHEDULE

GROUP A

1. Middle School Athletic Coordinator
2. Football, Head Coach, High School
3. Basketball, Head Coach, High School
4. Dean of Students, High School - Two stipends
5. Dean of Students, Middle School
6. Volleyball, Head Coach, High School (Girls)
7. CTE Coordinator
8. MTSS Coordinator

GROUP B

1. Wrestling, Head Coach, High School
2. Baseball, Head Coach, High School
3. Track, Head Coach, High School
4. Softball, Head Coach, High School
5. Head Debate Coach – Two stipends
6. Soccer, Head Coach, High School
7. Volleyball, Head Coach (Boys), High School
8. Annual Advisor, High School
9. Journalism Advisor, High School
10. Drama Coach – Three stipends based on three productions
11. Leadership Advisor, High School

GROUP C

1. Cross Country, Head Coach, High School
2. Elementary Coaching (School Year)
3. Cheer Coach, High School
4. Dance Coach, High School
5. Robotics Coach, High School

GROUP D

1. Tennis, Head Coach, High School
2. Assistant Coaches, High School
   (Cross Country, Track, Baseball, Football, Basketball, Wrestling, Volleyball, Soccer, Softball, Debate Coach – Two stipends)
3. Head Swim Coach, High School
4. Band, High School
5. Pep Band, High School
6. Orchestra, High School
7. Choir, High School

GROUP E

1. Track, Head Coach, Middle School
2. Outdoor School Director, Middle School
3. Football, Head Coach, Middle School
4. Cross Country, Head Coach, Middle School
5. Athletic Trainer (each season)
6. AHS Extra-Curricular Academic Advisor
7. AHS Musical Advisor
8. Band, Middle School
9. Orchestra, Middle School
10. AMS Drama – Paid out twice each year for a total of one stipend per production
11. Elementary Choir
12. Middle School Choir
13. 5th Grade Strings

GROUP F

1. Golf, Head Coach, High School
2. Assistant Coaches Middle School, 7th and 8th, Football
3. Coaches Middle School, Wrestling, and 7th and 8th Basketball, Volleyball
4. Assistant Coaches, Middle School, Cross Country, Track
5. Annual Advisor Middle School
6. Weight Room, High School
7. Assistant Athletic Director, High School
8. Tennis Assistant Coach, High School
9. Swim Assistant Coach, High School
10. Assistant Dance Coach, High School
11. AHS Intramural Program Advisor
12. Yearbook Advisor, High School

GROUP G

1. Newspaper Advisor, Middle School
2. High School Assistant Golf
3. Student Tutor Center Supervisor

GROUP H

1. High School Club Advisors (FBLA, VICA, DECA, International) Freshman, Sophomore, Junior, Senior Class Advisors
2. National Arts Honor Society
3. LETRS
4. Brain Bowl Advisor
5. Middle School (6th grade) Football, Volleyball, Basketball, Softball - (limited to step 1 only)
6. National Honor Society Advisor, High School
7. Model United Nations Advisor, High School
8. Science Bowl Advisor, High School and Middle School
9. Math Bowl Advisor, High School
10. Mock Trials Advisor, High School
11. Academic Scavenger Hunt, High School and Middle School
13. Affinity Group Advisor

GROUP I

1. Advisors of Activities which are voluntary and principal-approved
2. M.S. Outdoor School Advisors (10 hr./week)

NOTE:

1. Middle School team leaders receive .078 of the Extra Duty Schedule base salary.

   High School department heads with 10 or more employees = .065 of the Extra Duty Schedule base salary, with 5 to 9 employees = .058 of the Extra Duty Schedule base salary.

2. Individuals in Group I will be paid in accordance with Article 10.

3. Professional Learning Community Leaders receive .066% of the Extra Duty Schedule base salary.

4. Elementary Affinity Group Facilitators shall be paid the hourly equivalent of Step 1/Column 1 of the Licensed Salary Schedule for two hours monthly for preparing and facilitating the group. More than two hours worked and paid per month must receive prior administrator approval.

5. The rate of pay for Community-Based Instruction Tutors shall be 1.5 times the hourly equivalent of BA Step 1. If a student is a "no show" to a tutoring session, the tutor shall be paid for thirty-minutes.

6. All members who elect to perform non-professional duties (i.e. bus chaperones, ticket sales, crowd control, dance supervision, game help, grading/reading support, etc.) shall be paid minimum wage plus three dollars ($3.00) per hour worked provided the duty is performed outside the member's normal workday.

INCREMENT ADVANCEMENT SALARY SCHEDULE FOR EXTRA DUTY ASSIGNMENTS:

1. The entire schedule is based upon the entry level of the salary schedule for a beginning member for District licensed staff.

2. Any newly hired or presently assigned personnel can be placed at any level higher than the minimum depending upon the person's experience.

3. Advancement on this schedule is not automatic. Extra duty assignments are for one school year only and must be renewed each year.

4. Licensed personnel shall be notified when advanced on the extra duty schedule.

NEW HIRE MENTOR PROGRAM

1. The purpose of the Ashland School District New Hire Mentor Program is to provide certified staff, new to the District, with a point person who has District and site-specific experience and knowledge. The Mentor makes introductions and connects the new hire to needed resources and procedures, with the goal of easing their transition. A complete list of expectations can be found in the New Hire Mentor job description. While the Mentor is not responsible for training or evaluating the new hire's job performance, Mentors may provide assistance and feedback to the new hire if asked.

2. Members with a minimum of three full years of experience, with at least two years at their current school site, are eligible to apply to be a mentor.

3. If possible, Mentors will meet with their mentees during New Hire Orientation. If not possible, Mentors will meet with their mentees during in-service week.

4. Mentors are responsible for providing targeted support through daily onsite support and frequent face-to-face check-ins. While there will be an increased need for mentoring in the first weeks of the school year, the mentor will meet with the new member regularly throughout the school year to offer assistance and support.

5. Mentors will receive a $1,000 stipend per mentee.

CREATION OF NEW POSITIONS AND/OR MOVEMENT OF EXTRA DUTY PLACEMENTS

Staff members may submit proposals for creating new extra duty positions or for movement of extra duty placements to Contract Maintenance for consideration. Any added positions or movement on the extra duty schedule shall be memorialized in a Memorandum of Agreement and approved through the process identified in Article 32.

Extra Duty Schedule

Base Salary = $51,806

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GROUP A	(15.5%)	(16%)	(16.5%)	(17%)	(17.5%)
GROUP B	(11%)	(11.5%)	(12%)	(12.5%)	(13%)
GROUP C	(9.5%)	(10%)	(10.5%)	(11%)	(11.5%)
GROUP D	(8.5%)	(9%)	(9.5%)	(10%)	(10.5%)
GROUP E	(7.5%)	(8%)	(8.5%)	(9%)	(9.5%)
GROUP F	(5.5%)	(6%)	(6.5%)	(7%)	(7.5%)
GROUP G	(4%)	(4.5%)	(5%)	(5.5%)	(6%)
GROUP H	(2%)	(2.5%)	(3%)	(3.5%)	(4%)

Extended Pay for Post-Season Activity

A. Coaches listed in Appendix B will be paid an additional stipend for participating in post season OSAA and other state sanctioned competition(s) at 2%/day of the coach's extra duty salary for practice/event days to a maximum of 10%/week. This extended pay will start with the second week of post-season play/activity.

B. Non-athletic advisors listed in Appendix B (i.e., rally, band, etc.) will be paid an additional stipend for participating in post season OSAA and other state sanctioned athletic competition(s) at 2%/day of the advisor's extra duty salary for practice/event days to a maximum of 10%/week. This extended pay will start with the second week of post-season play.

C. Non-athletic advisors as listed in Appendix B involved in an extended season activity as established through competition will be paid at 2%/day of the

advisor's extra duty pay up to one week's equivalent maximum of 10% for one week per year.

D. The number of coaches/advisors per team that will be eligible for extended pay will be determined by the building principal and/or the athletic director.

E. This section will have full force and effect as long as funds are available.

APPENDIX C – Unpaid Leaves of Absence Request

Ashland School District

NAME_____DATE_____

SCHOOL_____JOB ASSIGNMENT_____

YEARS IN DISTRICT_____

PREVIOUS LEAVES GRANTED_____

TYPE OF UNPAID LEAVE REQUESTED_____

_____

EXPLANATION_____

_____

EFFECTIVE DATE OF LEAVE_____EXPECTED DATE OF RETURN

Appendix D Contract Maintenance Form

When possible, forms will be shared four (4) business days prior to meetings.

Subject to be considered and rationale:

Article and Section of Contract (if applicable):

Possible solutions:

Is there additional information or data needed for the Committee to respond to this issue?

Appendix E – Prep Time Problem Solving & Help Form

NAME _____ **SCHOOL** _____

CLASS _____ **DATE** _____

Circle primary concern/s: Number of Preps Timing of Preps

Circle purpose: Action Item Information Only

Complete items 1 and 2 and schedule a meeting with your administrator

1) List your class schedule.

2) Describe any unique preparation needs for any of the classes you teach.

3) Describe the difficulty:

3 a) Is there a significant discrepancy between your number of preps and the number of preps of other teachers in your department/class type? Y N

3 b) With your administrator, indicate new remediation efforts including strategy, timeline, and date for review of remediation effort. One or more of the following *will* be utilized: (* = cost neutral)

1) Consider a change in the placement of the class within the master schedule*
2) Consider taking a prep day with a sub to cover your class
3) Consider classified support for some tasks
4) Consider using a reader/grader to grade papers for the teacher
5) Consider support for strategies to manage existing schedule*
6) Other:_____

3 c) Describe strategy selected:

Strategy Selected	Dates & Times Implemented	Outcome

4) Please note the numbers below:

Total # of Students:_____ Average Class size: _____

_____ _____

Administrator's Signature Employee's Signature

NOTE: Administrator will submit copies of the completed form to the AEA Building Representative and the Superintendent.

Tentative Agreement
June 9, 2026

Ashland School District No. 5
and
Ashland Education Association

~~2024-2026~~ 2026-2029 Agreement

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PREAMBLE
CONTRACT BETWEEN
THE SOUTHERN OREGON BARGAINING COUNCIL
AND
SCHOOL DISTRICT NO. 5
JACKSON COUNTY OREGON

A. This Agreement is entered into between the Ashland School Board on behalf of the Ashland School District No. 5, Jackson County, Oregon, herein referred to as the "Board" or "District" and the Southern Oregon Bargaining Council, herein referred to as the "Council" or "Association."

B. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for certified personnel included in the bargaining unit.

ARTICLE 1 – Status of Agreement

A. The Board recognizes the Council as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time (half-time or more) licensed employees.

B. Supervisory, confidential employees, and per diem substitutes specifically excluded from the bargaining unit.

C. This Agreement shall not be modified in whole or in part by either party except through renegotiation. Such modification shall be approved by the Council and the Board and reduced to writing.

D. If any provision of this Agreement is held to be by operation of law or by any tribunal, of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such court or tribunal, the remainder of the Agreement shall not be affected thereby, and upon request of either party negotiations shall be initiated to attempt to arrive at satisfactory replacement for such provision.

E. Within one month of ratification of this Agreement by both parties, the District shall provide members with access to an electronic copy of the ratified Agreement. The District shall provide a printed copy of the contract to a member upon request. All agreed upon Memorandum of Agreements shall be posted on the District website upon ratification.

F. The parties agree that if a successor Agreement is not ratified by the expiration date of this Agreement that the existing Agreement shall be maintained until a successor Agreement is ratified.

ARTICLE 2 – Council Rights and Privileges

A. RELEASED TIME FOR MEETINGS AND DESIGNATED REPRESENTATIVES

The Association may designate any members of the bargaining unit to be representatives of the Association. The Association may also designate staff of their state and national affiliates as representatives of the Association. The District shall grant designated bargaining unit representatives, who are District employees, reasonable paid time to perform union duties during regular scheduled work hours without loss in pay, benefits, leave accrual, or seniority. Duties of a designated representative include: investigate and process grievances; investigate and process workplace complaints; attend investigation and discipline meetings; prepare for and participate in administrative hearings, arbitration proceedings, and ERB hearings; participate in bargaining sessions; participate in labor management meetings; participate in new member orientations; comply with a subpoena; conduct one-on-one interviews with bargaining members; and perform any other duties as agreed upon by the union and the District.

The Association shall have the right to meet with current employees during regular work hours at the employees' worksite to address grievances, complaints, and matters related to employment relations.

B. COUNCIL LEAVE

The District shall provide in total ten (10) days of paid Council leave each year to the Association with no loss of pay to the designated representatives. Time spent in collective bargaining shall not count towards these ten (10) days. The Association shall have sole discretion to assign the Council leave. The Association shall pay for the cost of a substitute on days taken that are not spent in collective bargaining. Up to ten (10) additional days may be approved at superintendent discretion.

C. SCHOOL BOARD MEETINGS

The Board may place on the agenda of the regular Board meetings under "New Business" those matters to be presented by the Council to the Board for consideration. Such items for the agenda must be received by the Superintendent's office four working days prior to the regular board meeting.

D. FACILITIES AND EQUIPMENT

The Council may use available school facilities, equipment and supplies when such facilities, equipment and supplies are not otherwise in use, and provided such is not reserved for specific school purposes. The Council shall pay for the reasonable costs of all such facilities, equipment, and supplies, and for repairs necessitated as a result thereof. A written request must be submitted and approved by the District for such use.

The Association shall have the right to use District computers, internet access, email system,

and school mailboxes to conduct Association business. The Association shall comply with any Board policies, and local, state, and federal laws related to these modes of communication.

E. STAFF MEETINGS

Upon request, the Council's local representative will be allowed to speak at the conclusion of any staff meeting. The Association shall have the right to conduct building meetings before or after student arrival and/or dismissal, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not interfere with the District's operations. When all-member site or district meetings are scheduled, advanced written notice shall be provided to the administrator of that building. The Association shall have the right to conduct meetings without undue interference.

ARTICLE 3 – Grievance Procedures

The procedures for resolution of grievances are as follows:

A. DEFINITIONS

1. A "grievant" is a member, ~~an employee,~~ or group of members, ~~employees~~, or the Association on behalf of one or more of the members who initiates a grievance. ~~complaint.~~

2. Grievance: Any claim by the Council or ~~employee/employees~~ member/members that there has been a violation, misinterpretation, or misapplication of the terms and conditions of this contract.

3. The term "days" shall mean the grievant's contracted workdays. Weekend or non-contract days are thus excluded. In any grievance carried past the contract expiration date, "days" shall mean those days exclusive of weekend or District holidays.

4. The term "representative" is the one who may speak for and/or advise a party in interest.

5. The term "immediate supervisor" refers to the one who has direct administrative or supervisory responsibilities over the grievant in the area of the grievance.

B. PROCEDURE

1. The grievant must be present or represented at all steps of the procedure. The grievant may be represented by the person or persons of the grievant's choice at any step of these procedures.

2. The number of days indicated at each level should be considered maximum.

3. The time limits may be extended by mutual consent in writing by the parties involved at any level.

4. A grievance shall be considered resolved at any level at which the grievant fails to request further consideration of the grievance at the next level within the time limits specified in these procedures. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.

5. There shall be no restraint, interference, discrimination, or reprisal exerted on any ~~employee~~ member choosing to use these procedures for resolution of grievances.

6. All documents, communications, and records of a grievance will be filed in the District office separately from the personnel files.

7. Each grievance shall be initiated within ten (10) days after the occurrence of the cause for the grievance. ~~complaint~~. However, if the grievant did not become aware of the occurrence until a later date, the grievant must then initiate action within ten (10) days following the date upon which the grievant should reasonably have had knowledge of the cause. In failing to thus initiate action, the grievant may be considered to have no grievance.

C. LEVELS OF GRIEVANCE PROCEDURE

1. Level One - Informal:

The grievant will first discuss the grievance with their immediate supervisor within ten (10) days of grievance or knowledge of the grievance, either individually or accompanied by a representative with the objective of resolving the matter informally. The immediate supervisor shall communicate their decision in writing within seven (7) days.

2. Level Two – Formal:

If the grievant is not satisfied with the disposition of the grievance, the grievant may file a written grievance with their immediate supervisor within five (5) days following the decision at Level One. This ~~complaint~~ grievance shall set forth the grounds upon which the ~~complaint~~ grievance is based, the contract clauses involved, and the remedy requested. The immediate supervisor shall communicate their decision in writing within five (5) days to the grievant.

3. Level Three:

Within ten (10) days of receipt of the decision rendered at Level Two, that decision may be appealed further to the Superintendent. Appeals to the Superintendent shall be reviewed and a meeting scheduled within ten (10) days of the grievant's submission of the appeal unless such meeting is waived by both parties.

Attendance at the meeting shall be restricted to persons officially involved. Within five (5) days of the meeting or review of the appeal, the Superintendent shall communicate to the grievant and to the Council the written decision including supporting reasons therefore.

4. Level Four:

Within five (5) days of receipt of the decision rendered at Level Three, that decision may be appealed further to the Board. Appeals to the Board shall be reviewed and a Board Hearing will be scheduled in a timely manner at the next regularly scheduled Board Meeting or Work Session provided that seven days' notice of the hearing can be provided to the Board. If seven days' notice cannot be provided to the Board, a special meeting will be scheduled within ten (10) days of the submission of the appeal.

5. Level Five:

a. If the grievant is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within ten (10) days after the Board hearing, whichever is sooner, the grievant or the grievant's representative shall inform the Superintendent, in writing, within ten (10) days that their grievance is being submitted to arbitration.

a. Within ten (10) days after such written notice of submission to arbitration, the Board and the grievant or the grievant's representative shall agree upon a mutually accepted arbitrator or to obtain such a commitment within a ten (10) day period. A request for a list of seven (7) arbitrators may be made to the Employment Relations Board (ERB) by either party. Both parties may mutually agree on an arbitrator. If both parties cannot mutually agree, the Council and the District shall alternately strike names from the list until only one remains. Striking order is determined by the winner of a coin toss. The person remaining shall be the arbitrator. The actual conduct of the hearing shall be in accordance with ERB procedures unless otherwise agreed to by the parties.

c. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which

requires the commission of an act prohibited by law, or which would modify the scope and the terms of this Agreement. The decision of the arbitrator shall be submitted to the parties and shall be final and binding.

e. The costs for the services of the arbitrator, including per diem expenses, shall be borne equally by the parties. Any other arbitrator expenses incurred shall be equally shared by the parties.

ARTICLE 4 – Complaint Procedures

A. Any concerns made to a member's supervisor about their performance, professionalism, or their abilities to perform their duties will be considered as a complaint and the following process will be followed.

B. When bargaining unit members have complaints against each other (peers), the District/Association shall encourage members to meet with each other first. If one or more members is unwilling to do so or if there is no resolution after they meet with each other, the District/Association shall encourage them to seek assistance through the Association. Members have the choice of utilizing the Association's services or not. If the complaint cannot be resolved through the Association, it will then go to administration, the complaint procedure herein will be followed, and the restorative justice process may be initiated.

C. The District shall first attempt to resolve any situation involving a complaint informally. The member and the member's immediate supervisor will attempt to resolve such matters collaboratively.

D. Any complaint regarding a bargaining unit member made to the member's supervisor or other person in authority about them which may:

1. Influence or be referenced in that member's evaluation;
2. Result in disciplinary action;
3. Be referred to in any proceeding against the member or
4. Be placed in the member's personnel file

shall be discussed with that member within six (6) working days or after its receipt unless it is impractical to do so within such time limit, because of absence of one or both of the parties.

E. In any and all cases, complaints shall not be placed in a member's personnel file or used in a member's evaluations unless the complaint is in writing, a copy is given to and discussed with the member. If the complaints are to be placed in the member's personnel file it shall be done within ten (10) working days of the discussion held between the supervisor and the member regarding the complaint, unless it is impractical to do so within such time limit, because of absence of one or both of the parties. The member and their representative (with member approval) shall be apprised of an overview of the complaint prior to the meeting with their administrator and pertinent

information throughout the complaint process. Every effort shall be made to notify members of the complaint outside of the student contact day. The meeting shall be scheduled within three working days of notification. At the meeting with their administrator, the member and their representative shall be apprised of the full nature of the complaint including the name of the complainant. The member shall have an opportunity to affix their signature to the complaint to acknowledge receipt of the complaint. The member shall have the right to attach a rebuttal.

F. The following process shall apply:

1. When the supervisor receives a first-time complaint, the supervisor shall have the following options:
   a. Not relay the complaint to the member or;
   b. Verbally relay the complaint to the member or;
   c. Reduce the complaint to writing with a copy given to the member or present the written complaint to the member.
   d. Inform the complainant of the public complaint procedure listed in KL-AR as revised/reviewed on 6/12/17 and ensure Step 1 (Initiating a Complaint) is completed. The District and Union shall meet to problem solve if the board policy is revised.

2. If the supervisor receives a second complaint of the same nature, the supervisor shall:

   a. Verbally relay the complaint to the member or;

   b. Reduce the complaint to writing with a copy given to the member or present the written complaint to the member.

3. If a meeting among the complainant, the supervisor, and the member is to be held, the supervisor will, prior to that meeting, meet with the member and discuss ways of handling the situation.

4. The member has the right to representation at all levels. Representatives (with member approval) shall be included in any follow-up communication from the administrator to the member.

G. A fully processed complaint consists of a written report of the investigation which states if the complaint is substantiated or unsubstantiated.

H. If a complaint is substantiated, it must go through the disciplinary process before any disciplinary action can be taken against a member.

I. Complaints must be fully processed before being used for evaluative purposes.

J. Records of unsubstantiated complaints are prohibited from being included in personnel

or working files. Members shall have the opportunity for a follow-up conversation with admin and/or Human Resources.

K. The foregoing shall have no application to complaints of such a nature that are Title IX investigations, investigations by third parties (TSPC, ODE, etc) or may result in prosecution of suit or action either civil or criminal in nature, against the member or the District.

ARTICLE 5 –Evaluations and Professional Development

A. EVALUATION

1. Members will be evaluated in accordance with state statutes and the evaluation system developed by the Evaluation Committee. Prior to any revisions or changes being made, all revisions and/or changes will be brought to the Evaluation Committee for consideration. The parties shall have the opportunity to bring proposed changes to their respective teams before they are made.

2. The Evaluation Committee shall consist of thirteen (13) members. Nine members shall be appointed by the AEA including three members from the elementary level, three members from the middle school level, and three members from the high school level. Three building level administrators and the HR Director will also be part of the Committee.

   The committee shall meet four times per year for two hours during each meeting. The consensus model for decision making shall be used. Changes to the meeting schedule may be made upon mutual agreement.

   Committee members shall be paid at the committee rate.

3. Probationary members will be observed and provided feedback on a regular basis during their ~~three-year~~ probationary period. Probationary members will be formally evaluated each year of their probationary period. In the event of a non-renewal, there will have been documented communication regarding a concern as soon as possible after the concern was identified, but not later than February 1st.

4. Contract members will be evaluated on a two-year cycle as described in the Evaluation Handbook.

5. All formal evaluations of members shall be conducted by a properly licensed and trained administrator.

6. All formal evaluation documents must be signed and dated by the evaluator and by the member being evaluated. A copy of the formal evaluation shall be given to the member. The formal evaluation report will be maintained in the personnel files of the District.

7. Members may attach a written response to any evaluation, and such statement will be placed in the member's personnel file.

8. A link to the current Evaluation Handbook, including the Plan of Assistance process, shall be available on the District website.

9. Annually, data collected through the evaluation management system shall be general in nature and shared with the Evaluation Committee.

10. Plans of Assistance shall follow the flowchart and template.

11. Members have the right to representation during all steps of the Plan of Assistance processes.

12. Cameras/Recording Devices

    a. If the District is considering placing cameras or recording devices in classrooms, it shall notify effected members and AEA leadership prior to cameras or recording devices being installed.

    b. The primary purpose of the surveillance camera system in our school district is to enhance the safety and security of students, staff, and visitors. The system is intended to deter inappropriate behavior, provide accurate documentation of incidents, and assist in the overall management and protection of school property.

PROFESSIONAL DEVELOPMENT

1. The District has a strong interest in collaborating to create, facilitate and disseminate professional development opportunities to include:
    a. Aligning practices with site and District goals.
    b. Assisting each educator to achieve district, state, and national standards.
    c. Helping each educator keep current with the development and use of best practices.
    d. Assisting educators to develop ways to enhance learning for a diverse student body.

2. The District will provide opportunity for member input through a professional development committee on district-wide professional development. Members will have the opportunity to provide feedback on all district wide PD. Immediately following a district-wide PD, members shall be provided with a generic, District created evaluation form, to fill out regarding that PD. The committee will have access to anonymous results of District generated PD evaluation forms. Committee members will be paid at the committee rate. Site leadership committees will give input to administration on site-based professional development.

3. When curriculum is newly adopted or created by the District, affected bargaining unit members will be provided with professional learning time during contract hours to understand and learn how to use the newly adopted curriculum.

ARTICLE 6 – Classroom/Learning Space Control and Discipline

A. ~~1.~~ The District shall support and uphold members in their efforts to maintain discipline and shall give a ~~timely~~ response ~~within no more than two working days~~ to all member requests and concerns regarding disruptive students and other discipline.

B. ~~2.~~ The District's student discipline policy, based on Board Policy and Administrative Rules, will be outlined in the Student and Staff Handbooks. ~~It is the members' responsibility to regularly review and follow all District policies and procedures.~~ (merged to the new C) ~~MTSS (Multi-Tiered Systems of Support) structures shall also be explained in all Staff Handbooks.~~

C. ~~The Each sites' Student Discipline policy shall include: Each school shall have student and staff safety procedures and policies which include the following: a protocol for how members can call for support, procedures for room clears and appropriate next steps, procedures for members to write referrals for any student and a system for members to access data for their students, and a notification plan for when an administrator is out of the building. It is the members' responsibility to regularly review and follow all District policies and procedures regarding student and staff safety. (merged to the new C.)~~

~~a. Procedures for universal schoolwide expectations and supports (Tier 1), procedures for targeted group interventions (Tier 2), and procedures for intensive individualized interventions (Tier 3).~~

~~b. A protocol for when and how members can call for support. and who will respond, including how District-supplied communication devices will be used.~~

~~c. Procedures for room clears and the appropriate next steps. A support space to send students who are exhibiting disruptive behavior, and designated room clear alternate location rooms for classes to be evacuated during a room clear.~~

~~d. A protocol for members to confer with administrators, or their designee, before a student returns to class, without disrupting the member's class.~~

~~e. A protocol for addressing persistent behavior issues including how to initiate, implement, and revise behavior plans and/or escalation cycles, and a process for members to refer students for Tier 2 and Tier 3 interventions.~~

~~f. A procedure for all members to write referrals for any student and a system for members to access the data for their students.~~

~~g. A procedure for members to receive written notice of the outcome of referrals they have written within two working days.~~

~~h. A procedure administrators must follow for tracking and responding to student behavior trends and a plan for communicating the data to members.~~

~~i. Data related to staff incident reports, injury, and incidents will be shared with the District Safety Committee to review safety related concerns.~~

~~j. A notification plan for when an administrator is out of the building, and a plan for another administrator to be on site when the administrator is out of the building.~~

D. ~~3.~~ C. Members will annually receive and be provided with an administrator scheduled review of the school's discipline and safety plans, ~~and (i.e.~~ e.g. room-clear procedures, referral system, behavioral plans, ~~plans for when admin are off site~~ chain of command, etc.) at their buildings. ~~by the end of in-service week.~~ Members shall have electronic access to these plans prior to the start of the school year. Administrators shall train mid-year hires ~~and long-term substitutes~~ on these systems prior to their first day working with students. It is the members' responsibility to regularly review and follow all District policies and procedures regarding student and staff safety including alerts in the student information system. Any changes to a student(s) behavior and/or medical protocol shall be shared with ~~emailed to~~ members and, if necessary, training shall be provided. ~~regarding student and staff safety.~~ Upon request by the Association or the District, the parties shall discuss procedures regarding disrupted learning and student behavior during a Contract Maintenance meeting.

E. ~~4.~~ D.If a student causes physical harm ~~or emotional harm~~ to a member, members have the right to regulate and take a break before returning to their classroom/workspace once supervision is secured.

F. ~~5. Members have the right to separate a student from their peers who poses a physical threat to themselves or others. The student shall not be returned before a prior consultation between the member and the administrator.~~

G. ~~6. If a student continues disrupting the educational environment to the point where instruction is unable to proceed, the member shall call for support according to the protocol outlined in the site Student Discipline Policy in the Staff Handbook for their school. The designated person will respond as soon as possible to the room where the request is being made.~~

H. ~~7. If the member determines that a room clear is necessary for the physical and/or emotional safety of other students and staff, they may direct the class to move to an alternate location. A building administrator or designee will be called to assist immediately, if not already present, to support class needs until the class can resume normally.~~

~~a. After a room clear, upon request a building administrator shall call the parent or guardian to explain the situation and request that they schedule an in-person, phone, or virtual meeting to determine next steps for the student and develop a plan, if necessary, to prevent future disruptive behaviors. Admin and relevant members, including case managers where applicable, shall be invited to the~~

~~meeting. If members are unable to attend the meeting, the outcomes of the meeting will be shared by the building administrator.~~

~~b. A building administrator will fill out a referral after conferring with the member.~~

I. ~~8. If a student who does not currently have a Behavior Support Plan, Safety Plan, Student Success Plan, or Escalation Cycle has been involved in a room clear, they shall be placed on the agenda of the next CST/SST meeting, to be scheduled within ten (10) working days, to address the unmet student need that is leading to the student behavior. If a student who has an FBA/BIP has been involved in a room clear, the incident will be reviewed by the team supporting that student.~~

J. ~~9.~~ E. As per Oregon state law, the District shall inform members whenever the District has been notified through a Judicial Notice Action Form of students charged or convicted of potentially dangerous crimes.

K. ~~10. When parents/guardians notify the District of a student's medical issues, the District shall notify all members directly working with the student unless such notice is contrary to applicable laws.~~

L. F. Subject to the limitations of the Family Educational Rights and Privacy Act (FERPA), ORS 336.187 and OAR 581-021-0340, members with a legitimate educational interest will be notified, as soon as practicable, ~~prior to being assigned to work with or supervise student(s) who evidence~~ of behaviors that could present a safety problem to other students or the member once ~~when~~ the information is provided to the District. In addition, members shall ~~also~~ be notified if a student is suspended for a reason that presents or could present a safety problem to other students or the member. ~~11. When available, before a student with evidence in their file of behavioral or medical concerns with a potential impact on classroom or student safety is placed in a new classroom setting, an administrator shall notify mMembers who will regularly review alerts in the student information system be working directly with the a student of all to be familiar with relevant student needs. Behavior (merged to the new C) and medical and provide any documentation. The administrator and member shall collaborate on a plan for how the students' needs will be met in their new placement. If a student is placed before records are received, the members working directly with the student shall be notified of this information within three working days of when the information becomes known to the District.~~

M. ~~12. Members shall be trained in crisis-intervention methods that include de-escalation techniques. Members designated by administrators shall be trained in restraint training.~~

N. ~~13. If a student is suspended for any reason, administrators shall communicate the duration of the suspension and the category of the violation to the members that work directly with the student, including case managers where applicable, as soon as possible.~~

O. ~~14. The District shall reimburse members for the cost for the loss of, or damage to, personal property when the loss is a result of any assault the member suffered during the course of their employment.~~

ARTICLE 7 – Specific Duties and Functions of Members

The specific duties, functions, and responsibilities are located in the Staff Handbook.

Members shall have access to job descriptions. Should a change in a job description occur, the District shall seek input from members who work within that job description(s) prior to making changes to the description(s). Upon request from a member, the District shall provide training after changes are made to job descriptions.

ARTICLE 8 – Personnel and Working Files

A. All personnel files shall be confidential. Members will have the right, upon written request to the District office, to review the contents of their personnel file and to receive a copy at Board expense of any documents contained therein. A member will be entitled to have a representative of the Council accompany them during such review. After a request is made, the District shall make the member's personnel file available for viewing within five working days. Copies of requested documents contained therein shall be made available within ten working days. This file shall contain all materials relevant to the member's employment and shall be the sole repository of such materials, except that a working personnel folder may be kept by the supervisor. At least every two years, a member may indicate to the Superintendent those documents or other materials in their personnel file that they believe to be obsolete or otherwise inappropriate for retention. If the Superintendent agrees, the documents will be destroyed. As per ORS 342.850(7), all charges resulting in disciplinary action shall be considered a permanent part of a member's personnel file and therefore cannot be destroyed.

B. No material derogatory to a member's conduct, service, character or personality will be placed in the personnel file unless the member has had an opportunity to review the material. The member will acknowledge that an opportunity to review the material was provided. The member will affix their signature to acknowledge the copy to be filed has been reviewed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written answer to such material and the member's answer will be attached to the file copy.

C. Working files shall be confidential. Members will be made aware of verbal notices and/or letters of direction placed in the working file at the time they are placed in the working file. Members may attach a rebuttal to any document placed in the working file. Members may review the contents of their working file upon request. Materials generated and placed in the working file will be properly dated. Materials in working files that are three years old or older shall be obsolete.

ARTICLE 9 – Supervision of Student Teachers

A. The selection and assignment of "cooperating teachers" for the supervision of student teachers shall be at the District's discretion. However, the initial acceptance of such assignments each term shall be voluntary.

B. Any monies received from a college as compensation for student teacher supervision shall be paid to the "cooperating teacher" at the conclusion of each college term.

C. Teachers earn tuition credit at reduced rates from Southern Oregon University for performing the duty of supervising student teachers. The credits are banked at the District office and made accessible to all certified staff as needed.

ARTICLE 10 – Professional ~~/~~ and Additional Duties

The District and the Association share a commitment to safe, well supervised schools, and smooth day-to-day operations. ~~To meet those needs, the District retains the ability to assign and direct members' duties and responsibilities, except as expressly limited by this Agreement.~~

~~The parties recognize that certain responsibilities are routinely part of a licensed professional assignment. Accordingly, no additional compensation is owed for duties that are integral to an employee's assigned position such as preparation, collaboration, family communication, grading, evening programs, and supervision inherent to instruction, unless expressly stated in this Agreement.~~

A. ~~Employees~~ Members shall not routinely be required to perform the following non-teaching assignments:
   1) Bus duty
   2) Lunchroom duty

B. Move to Appendix B. ~~The District will work to secure staff volunteers for all non-professional duties (i.e. bus chaperones, ticket sales, crowd control, dance supervision, grading/reading support, game help, etc.) prior to assigning other duties that do not require performance by a licensed professional. Members who elect or are assigned to perform non-professional duties (i.e. game help) outside their regular contract hours All members who volunteer to perform such duties shall be paid at the committee rate as outlined in Section D. minimum wage plus three dollars ($3.00) per hour worked provided the duty is performed outside the member's normal workday.~~

B. The District recognizes that members attend many after-school events in support of students and positive school culture. Full-time bargaining unit members are required to attend Open House. Itinerant members shall ~~consult with their site administrators to determine which Open House the member should attend.~~ only be required to attend the Open House at the worksite in which they have the majority of their FTE. If they have

equal FTE between worksites, the site administrators will consult with members and determine which Open House the member should attend. Upon mutual agreement between the member and their administrator, itinerant members may choose to attend all Open Houses for worksites in which they have FTE.

Full-time members share responsibility for:
1. Grade level and school-wide activities
2. Site committee work.
3. Supporting extra-curricular activities ~~where~~ when possible.

As ~~member~~ professional ~~responsibilities~~ duties vary from site to site, administrators will consult with site leadership teams at the start of each school year regarding the expectations and anticipated time commitments. of the site's extra duties. Professional ~~responsibilities Extra~~ duties and obligations shall be equitably and reasonably distributed.

C. Committee Rate: ~~Employees~~ Members serving on a District-level required committee outside their normal workday shall be paid the hourly equivalent of Step 1/Column 1 of the Certified Salary Schedule.

D. Contract Rate: Any other work (not mentioned in B-D above) required outside of normal contract hours shall be paid at the hourly equivalent of the employee's regular salary. Additional pay must be approved by administration prior to work commencing.

E.

a) Part-time bargaining unit members will be compensated at their own contract rate for professional duties directly related to their assignment that cannot be completed within their existing FTE. Contract rate compensation under this Section must be approved through the principal prior to work commencing.

b) Part-time members will attend all in-service training (including member-directed PD time) that is scheduled outside of their working hours and/or FTE unless special arrangements have been made with administration. All efforts will be made to accommodate special circumstances (for example, second jobs or childcare). When calculating part-time professional development hours and additional time worked during in-service, the following calculation will be used: Hours over (FTE*40).

ARTICLE 11 – Extended Contract

Members required by an administrator to work additional days beyond their regular contract year shall be issued an extended contract and will be paid at their regular daily rate per day worked. Examples of extended contract days include, but are not limited to, new hire orientation, early high school scheduling, and required trainings. Members hired for summer school positions will also receive an extended contract and shall be paid in accordance with Article 10 E. If necessary, additional pay periods will be added in accordance with BOLI.

ARTICLE 12 – Assignment of Licensed ~~Employee~~ Member Work to Non- Licensed Staff

All administrator proposals for assignment of non-teaching staff to work that is currently performed by a licensed teaching staff member will be subject to the contract maintenance committee and will be implemented using a memorandum of understanding between the parties.

ARTICLE 13 - Retirement

A. ELIGIBILIY

~~Employees~~ Members with an individual contract start date after June 30, 2007, will not have access to this program.

The following ~~employees~~ members who have an individual contract start date prior to July 1, 2007 **and** have accumulated twenty (20) years of work in the District covered under certified bargaining agreements (exclusive of leaves of absence) **and** are eligible to receive Public Employees Retirement System (PERS) benefits due to retirement will be eligible for the supplemental retirement benefits in this article:

Carstensen, Jenifer
Hanzel, Gregory
~~Hawley, Robin~~
Hobein, Barbie
Hobein, Brian
Huard, Paul
~~Inada, Julia~~
Mann, Jeffrey
McLean, Tia
Miller, Mark
Schmeling, Max
Smith, Kari
Sorensen, Christopher
Wahpepah, Jennifer

Any of the above ~~employees~~ members may opt out of the voluntary retirement program and participate in the 403B program by notifying the District office by October 1 of each year. Under no circumstance shall the District or the Association provide financial advice to members.

The following ~~employees~~ members who were grandfathered from Appendix D of the 2003-2007 Agreement **and** have accumulated fifteen (15) years of work in the District covered under certified bargaining agreements (exclusive of leaves of absence), **and** are eligible to receive Public Employees Retirement System (PERS) benefits due to retirement will be eligible for the supplemental retirement benefits in this Article:

~~Anderson, Tamara~~
Carstensen, Karl
~~Contreras, Gladys~~
~~Damon-Tollenaere, Matthew~~
DeSalvo, Rebecca
Dunbrasky, Joe
~~Hansen, Ingrid~~
Losinski, Jennifer
Preskenis, Sheri
~~Snowden, Mary~~

Any ~~employees~~ members listed above who are laid off due to a reduction in force will have access to the supplemental retirement benefits in this Article when they return to work, provided there was no break in service. Lay-off is not considered to be a break in service.

B. DEFINITION OF BENEFITS

If ~~an employee~~ a member meets the eligibility criteria in Section A, above, the following supplemental benefits will be provided by the District upon retirement:

1. A minimum monthly stipend of $225 for full-time (1.0 FTE) ~~employees~~ members will begin in the month following retirement and continue for eighty-four (84) months or until the retiree is eligible for Medicare, whichever comes first. Their monthly stipend will be prorated based on the average of the highest 15 or 20 years of FTE, as applicable, that they have worked.

2. The monthly stipend will be increased by one of the following amounts based on the accumulation of unused sick leave, subject to the pro-rata calculation for retirees who have worked less than 1.0 FTE:

   0 – 149.99 unused sick leave days = $0 per month
   150 – 199.99 unused sick leave days = $50 per month
   200-249.99 unused sick leave days = $75 per month
   250 or more unused sick days = $100 per month

3. The District will provide access to medical insurance for the retiree and the retiree's spouse/domestic partner (see District Policy) and dependent children until the retiree is eligible for Medicare. Only the individuals covered by the group medical insurance at the time of the ~~employee's~~ member's retirement will be eligible to have access. New dependents due to a change in family status after retirement (for example, marriage, birth of a child, adoption of a child) may not be added to the retiree's medical coverage. Such medical coverage shall be the same as that provided through the group plan for current employees of the District.

   a. Effective January 1, 2013, the retiree will pay the following percentage of the medical insurance premium:

      Retiree only - single party plan - 5%
      Retiree and children - 15%
      Retiree and spouse - 18%
      Full Family - 19%

   The District will pay the remainder of the premium until the retiree is eligible for Medicare.

For retirees with single-party coverage the retiree contribution will be capped at a maximum of $225.00 per month.

b. The stipend and the insurance coverage shall cease upon the retiree's reemployment in the field of public education in Oregon (except for substituting) on a contract of .5 FTE or more with the District, or upon the death of the retiree.

c. When the retiree's medical coverage is terminated, access to medical insurance shall be made available for the spouse/domestic partner of a retired employee until the spouse/domestic partner becomes eligible for Medicare, as provided under ORS 243.303. The child of a retiree shall have access to Medical Insurance until the child reaches age 26. The District will not cover any of the costs of medical coverage for the ~~terminated~~ retiree's dependents.

d. If the spouse/domestic partner of a covered retiree becomes eligible for Medicare prior to the date of the retiree's Medicare eligibility, the spouse/domestic partner's access to the District's medical insurance ends at the date of the retiree's eligibility for Medicare.

C. Eligible ~~employees~~ members wishing to take advantage of the District's supplemental retirement benefits at the start of the following school year must provide written notice to the District by February 1 of the current school year.

D. Members hired on or after July 1, 2007, ~~will~~ may elect to enroll in the District ~~participate in a mandatory~~ 403b Program at any time. ~~At the District's new hire orientation, the District's financial representative shall explain the 403b program to new hires and provide an opportunity for new hires to participate in the program. Upon election to in the program, the District shall enroll probationary members into the 403b program and members upon hire.~~ Once enrolled, members shall contribute a minimum of $50 per month to the 403b commencing on the next paycheck as dictated by payroll cut-off dates. ~~Members who do not enroll upon hire shall have the opportunity to enroll at any time. Additional employee~~ Member contributions are allowable up to the legal maximums. Members may adjust their contribution levels on a monthly basis. ~~Participation in this 403b program shall be voluntary for temporary employees. For members participating in the plan, member contributions and District matches will begin when members receive their first paycheck following enrollment.~~

E. The intent of this program is to provide financial assistance during retirement to support medical insurance needs. The District match schedule for all members who participate in the 403b program for the term of this contract ~~2024-2025 2026-2027 and 2025-2026 2027-2028 contract years~~ will be as follows:

For months 1 through 120, the District will match up to $60 ~~$55~~ ~~50~~ per month of ~~employee~~ member contributions. ~~in 2024-2025 2026-2027 and $55 $65 per~~

~~month of employee member contributions in 2027-2028. 2025-2026.~~

For months 121 through 240, the District will match up to ~~$65~~ ~~$60~~ $70 per month of ~~employee~~ member contributions. ~~in 2024-2025 2026-2027 and $65 $75 per month of employee member contributions in 2027-2028. 2025-2026~~.

For months 241 through the month in which the member retires , the District will match up to $180 per month of ~~employee~~ member contributions. ~~for 2026-2027 and 2027-2028. 2024-2025 and 2025-2026.~~

F. Any member who was part of the OSEA classified bargaining unit as of July 1, 2022, and elected to contribute to their 403b shall have their time in the classified bargaining unit counted towards the monthly District match schedule. For example, if an AEA member was in the OSEA bargaining unit and contributed to their 403b from July 1, 2022, through June 30, 2023, they shall start on month 13 of District matches.

G. In September of each year, the District and AEA leadership shall review the 403b matches for each member.

H. This 403b is portable and will follow ~~employees~~ members should they leave the District's employment. The 403b is fully vested after 72 months.

I. The District and the Council will work together to provide financial training for all new ~~employees~~ members in order to successfully manage their 403b Account.

J. ~~Upon resignation or retirement, for OPRSP members under PERS with ten (10) years or more of employment in the District, the District shall pay members twenty-five dollars ($25) for each hour of their accumulated sick leave.~~ Upon retirement, the District will redeem accrued sick leave according to the following formula:

150 ~~65-100~~ through ~~99~~ 199 ~~149~~ days	= $4200
200 ~~100~~ ~~150~~ through ~~149~~ 249 ~~199~~ days	= $6300
250 ~~150~~ ~~200~~ or more days	= $8400

Retirees may elect a cash payment or a contribution to their 403b.

K. <u>Retired Rehired</u>

Members who retire from the Ashland School District, and who are subsequently rehired into a bargaining unit position of half-time or more by the District, will receive all contractual rights and benefits under this Collective Bargaining Agreement except those rights and/or benefits expressly set forth below as exclusions.

~~1. After retirement, the District may employ retired members up to the maximum state allowed hours worked by the retired member. The period of time the member will be contracted shall be agreed to in advance between the District and the member, although it may be changed upon mutual agreement.~~

1. Members who choose to retire during their current contract year may be rehired to finish the current contract year under the following conditions:

    a. Members will be notified of whether or not they will be rehired within thirty (30) calendar days after their application for retirement with the District. They may withdraw that application for rehire within ten (10) calendar days of said notification.

    b. If selected for rehire, members may continue to work as an employee at their current contracted salary for the remainder of the current contract year.

2. Members may be rehired for additional years on one-year temporary contracts. ~~under the conditions stated above at the District's discretion. Positions must be posted internally per Article 21 before retired rehired members will be notified if they will be rehired or not for the following year.~~ However, notification for rehire will be given no later than ~~May 31~~ June 30th prior to the school year to be worked.

    a. Compensation - Salary shall be at the rate of pay in accordance with the rate established by the member's experience and education level in the current collective bargaining agreement.

3. All members who are retired/rehired will be subject to the following conditions:

    ~~a. Members shall not be required to participate in the 403b program outlined in Article 13, but they may choose to do so.~~

    a. PERS Tier I and Tier II members shall have all sick leave hours transferred to PERS upon retirement and those hours will not be available upon re-employment.

    b. Retired members will not bring sick leave forward but will accrue sick leave at the rate of one day per month, and those days will be available at the beginning of their re-hire.

    c. Members shall be eligible for District insurance options and the District insurance contribution established in this agreement through September 30th. If a member is contracted for less than a full year or resigns employment prior to the end of the contract year, they shall be eligible for District insurance options and the District insurance contribution established in this agreement through the month following their last day worked.

    d. Contractual retirement benefits for which the member may be eligible will not become effective until the end of their service with the district. The early retirement benefits will be based upon the contractual benefits available at the time of initial retirement.

ARTICLE 14 – ~~School Work Year Professional~~ Working Schedule

A. School Calendar

1. The ~~typical~~ school-work year shall not exceed one hundred ninety-three (193) days including the seven (7) paid holidays listed below. ~~If the District and/or the Association identify a need for a member(s) to work more than one hundred ninety-three (193) contract days, either party may add this as an agenda item for a Contract Maintenance meeting to discuss the need and determine next steps.~~

   Labor Day, Indigenous Peoples' Day, Veteran's Day, New Year's Day, Martin Luther King Jr. Holiday, President's Day, and Memorial Day.

   ~~The District may adjust the school work year and calendar as required to meet instructional hour requirements, make up lost time, job duties, address emergencies, or comply with state or federal law, including different length contracts based on different needs as established by the District.~~

2. In an unforeseen extreme circumstance that may require members to work on a paid holiday, the district will consult with Union leadership and bargaining unit members to discuss alternatives. Members will be paid at time and a half of the hourly equivalent of their contract rate when asked or required by administration to work on a paid holiday.

3. Prior to adoption by the board, the school calendar(s) shall be presented during a Contract Maintenance meeting and AEA shall be able to provide input. The District will consider input received and retains final authority to recommend and adopt the calendar consistent with student learning needs, operational needs, and legal requirements.

   ~~One in-service day shall be scheduled at the end of the second semester and trimester. each year to be used for grading at the elementary schools and high school and for in-service at the middle school. An additional in-service day shall be scheduled at the end of the second trimester each year for grading at the middle school and the elementary schools and the high school shall have in-service on this day.~~

   ~~For in-service days scheduled prior to the start of the student contact year, at least half of the time during these days shall be member-directed in no less than two-hour blocks.~~

4. Family/Teacher Conferences

   a. ~~Each year, a minimum of two (2) days shall be scheduled for family/teacher conferences within the first twelve (12) weeks of the school year, and a minimum of two (2) days shall be scheduled for family/teacher conferences during the last twelve (12) weeks of the school year. There shall be a minimum of two days scheduled during the last week of October and a minimum of two~~

~~days scheduled during the last week of February for family/teacher conferences each year.~~

b. A. During Family/Teacher conference days, site schedules shall be established through collaboration between members and admin at each site. Members have discretion over the scheduling of their conferences within the site designated conference times.

5. In-Service time will be evenly shared with 50% member directed and 50% District directed time, except in times when mandatory training as part of a corrective action or change in legislation that is required outside of the District's predictable regulatory training. For in-service days scheduled prior to the start of the student contact year, ~~at least half of the time during these days shall be~~ member-directed time shall be provided in no less than two-hour blocks. ~~State-required trainings (e.g. i.e. Safe Schools) are included in member-directed time.~~ Each year, a maximum of eight-hours of time spent on ~~State required training, such as~~ Safe Schools trainings may be counted as member-directed time. ~~Any additional State Required training, including Safe Schools, shall be counted as District-directed time.~~ All other professional development trainings, including Health and Wellness Day, are included in district-directed time. Safe Schools trainings shall be limited to the required trainings. Additional Safe Schools trainings may be assigned on an as needed basis.

~~Any in-service time related to Health and Wellness will be included in District-directed time.~~

~~a. The District shall make Safe Schools trainings available by August 1st for members to complete early at their discretion. Members are not required to work outside of the contract year and/or contract hours to complete Safe Schools.~~

~~b. If Safe Schools trainings exceed eight-hours, time to complete the trainings shall be provided to members prior to the established due date.~~

~~c. On the first contract day of each year, the District shall provide the technology needed for members to complete Safe Schools trainings.~~

B. ~~Teachers are exempt professional employees whose work is defined by their professional responsibilities and the District-assigned work year.~~ The normal member work-week is forty (40) hours, including a duty-free lunch period of thirty (30) minutes. ~~On Outdoor Education days at TRAILS, the contract day for members shall end thirty (30) minutes earlier to account for members not being able to take their duty-free lunch on these days.~~ Every effort will be made to schedule meetings within the eight-hour workday.

C. Should a change in work schedule be required, members will be given a minimum of two weeks' notice when possible. However, if the member is available, the member may begin the new schedule immediately. ~~In urgent circumstances, the District shall collaborate with AEA for schedule change needs. including safety needs, coverage needs, or unanticipated operational constraints, the District may implement schedule changes with less notice.~~ If there is a conflict with the schedule change, the administrator and the member will meet to consider alternative options. The parties recognize the desirability of flexible scheduling, and it is their intent to continue reasonable flexibility in the workday and the forty-hour work week.

E. Preparation Time

~~1. Preparation time for the 2024-2025 school year shall follow the preparation time language outlined in the 2021-2024 collective bargaining agreement.~~

~~2. Starting with the 2025-2026 School Year:~~

1. ~~All classroom-based members shall be scheduled for a minimum of forty five (45) minutes of uninterrupted preparation time each student contact day. It is understood that there may be interruptions to prep time due to circumstances such as assemblies, field trips, etc. Exceptions may be made with the consent of the affected teacher for IEP or other student services related meetings.~~

~~Middle school and high school members shall have preparation time equivalent to one class period of uninterrupted time each day during the student contact day.~~

~~a. At Ashland Middle School, the length of one Encore class per day shall be used as follows:~~

~~i. 45 minutes shall be designated as member-directed uninterrupted prep time. Due to the team structure at the middle school, dedicated team time is required in addition to individual planning time. Time adjacent to the 45-minute individual prep period is designated for team collaboration. If the middle school no longer uses the team structure, the full length of one Encore class per day shall be member-directed uninterrupted prep time.~~

~~ii. When the High School has a block schedule, members shall have preparation time equivalent to one entire block period each day.~~

~~b. Preparation time for elementary school members shall be equivalent to 250 minutes per week and shall include at least one 45-minute uninterrupted block each day. This preparation time shall be provided as follows:~~

~~i. Four days per week, Eevery effort will be made to provide one uninterrupted 45-minute block of preparation time during the student contact day. It is understood that there may be interruptions to prep time during the student contact day due to circumstances such as assemblies, field trips, etc.~~

~~a. Members at Bellview, Helman, TRAILS, and Walker may choose, upon mutual agreement with their administrator,~~

~~not to have 45-minutes of uninterrupted preparation time each day but to spread the five, 45-minute blocks of preparation time throughout the week as the school schedule allows. Each member shall still receive five blocks of 45-minutes of uninterrupted preparation time per week, four of which shall be during the student contact day.~~

ii. ~~During days in which there is an early student release (currently Wednesdays), one uninterrupted block of 45 minutes shall be scheduled as uninterrupted preparation time.~~

1. ~~Elementary/ K-8 Schools~~

i. ~~All elementary/K-8 school classroom-based members shall be scheduled for a minimum of one forty-five (45) minutes block of uninterrupted preparation time each student contract day.~~

ii. ~~Every effort will be made to provide one uninterrupted 45-minute block of preparation time during the student contact day. Four days per week, this forty-five (45) minute block of uninterrupted preparation time shall be provided during the student contact day.~~

iii. ~~During days in which there is an early student release (currently Wednesdays), one uninterrupted block of 45 minutes shall be scheduled as uninterrupted preparation time.~~

iv. ~~Upon mutual agreement with their administrator, members may choose not to have 45-minutes of uninterrupted preparation time each day but to spread the five, 45-minute blocks of preparation time throughout the week as the school schedule allows. Each member shall still receive five blocks of 45-minutes of uninterrupted preparation time per week, four of which shall be during the student contact day.~~

v. ~~District-level PLC time and the time to travel to District-level PLCs shall not interfere with the prep time listed subsections i-iv above.~~

vi. ~~It is understood that there may be interruptions to prep time due to circumstances such as assemblies, field trips, etc.~~

2. ~~Middle School~~

i. ~~All middle school classroom-based members shall be scheduled for a minimum of forty-five (45) minutes of uninterrupted preparation time each student day. have continuous preparation time equivalent to the length of one Encore class each contract day or forty-five (45) minutes each contract day, whichever is longer. All preparation time on days in which students are present shall be provided during the student contact day.~~

ii. ~~45 minutes shall be designated as member-directed uninterrupted prep time. Due to the team structure at the middle school,~~

~~dedicated team time is required in addition to individual planning time. Time adjacent to the 45-minute individual prep period is designated for team collaboration. If the middle school no longer uses the team structure, the full length of one Encore class per contract day or forty-five (45) minutes per contract day, whichever is longer, shall be continuous, member-directed, uninterrupted prep time.~~

iii. ~~It is understood that there may be interruptions to prep time due to circumstances such as assemblies, field trips, etc.~~

3. ~~High School~~

i. ~~All high school classroom-based members shall be scheduled for a minimum of forty-five (45) minutes of uninterrupted preparation time each student day. shall have continuous preparation time equivalent to one class period of uninterrupted time each contract day or forty-five (45) continuous minutes each contract day, whichever is longer. All preparation time on days in which students are present shall be provided during the student contact day.~~

ii. ~~When the high school has a block schedule, members shall have preparation time equivalent to one entire block period each day.~~

iii. ~~It is understood that there may be interruptions to prep time due to circumstances such as assemblies, field trips, etc.~~

Middle school and high school members shall have preparation time equivalent to one class period of uninterrupted time each day.

1. At Ashland Middle School, the length of one Encore class per day shall be used as follows:
   a. 45 minutes shall be designated as member-directed uninterrupted prep time. Due to the team structure at the middle school, dedicated team time is required in addition to individual planning time. Time adjacent to the 45-minute individual prep period is designated for team collaboration. If the middle school no longer uses the team structure, the full length of one Encore class per day shall be member-directed uninterrupted prep time.
   b. When the High School has a block schedule, members shall have preparation time equivalent to one entire block period each day.
2. Preparation time for elementary school members shall be equivalent to 250 minutes per week and shall include at least one 45-minute uninterrupted block each day. This preparation time shall be provided as follows:
   a. Four days per week, every effort will be made to provide one uninterrupted 45-minute block of preparation time during the student contact day. It is understood that there may be interruptions to prep time

during the student contact day due to circumstances such as assemblies, field trips, etc.

b. During days in which there is an early student release (currently Wednesdays), one uninterrupted block of 45 minutes shall be scheduled as uninterrupted preparation time.

3. Preparation time shall be member directed. Members will not be required to attend meetings or in-services or be given other duties or assignments during preparation time. Exceptions may be made with the consent of the affected teacher for IEP or other student services related meetings.

F. ~~Substitute Coverage~~

~~1.~~ If no substitute is available~~, During times when members need to take less than four hours of leave and a half-day substitute is not needed, or when a member is absent for any duration of time and a substitute is needed but not available,~~ members may elect ~~voluntarily give up their preparation time~~ to cover a class during their preparation time. Members will be paid their hourly rate for all time spent covering a class. ~~or the portion of the class that needs coverage. This applies to the following:~~

~~a. Secondary members who are on a period-by-period schedule~~

~~b. Elementary members when there is an absence that needs to be filled during a member's preparation time~~

~~c. If a member is unable to take their preparation time due to another member's absence, for example when a PE, music, or ENCORE teacher is absent and the member is required to cover their own class.~~

2. ~~Members will be paid their hourly rate.~~ ~~for all time spent covering a class.~~

~~3. Under these circumstances, members who need to be absent for less than four hours are permitted to use personal or sick leave in hourly increments.~~

4. In the event of a substitute shortage~~, at the elementary schools,~~ the District will exhaust all available options for class coverage before assigning students to other members. If ~~students are reassigned to other~~ the class is split between other classroom teachers, the members splitting the class ~~taking on the additional students~~ shall split ~~be paid~~ the ~~full~~ substitute rate.

G. The District and the Council recognize that there is a relationship between the amount of prep time ~~an employee~~ a member has and the number of different academic preparations. Teachers with concerns over the number of preps taught may use Appendix F to meet with the administrator to consider alternative solutions. When introducing new programs and technologies both parties recognize that training and support is necessary prior to implementation. Both parties also recognize the need to minimize the impact on individual preparation time.

Administrators will collaborate with members whenever possible and attempt to minimize the number of different preparations given budgetary constraints and/or state

and federal laws.

H. ~~The District will provide the framework for the sSite leadership teams to can provide input on collaboratively create weekly Wednesday PLC schedules. for building administrator consideration.~~ No less than one ~~Wednesday~~ allotted PLC block per month shall be dedicated to member-directed PLC time. In months when there is an Open House and/or Family/Teacher Conferences scheduled, the ~~member directed scheduled~~ PLC time allotted immediately preceding these events shall be member-directed and used for preparation for these events. ~~that immediately precedes these events may shall be for Open House and/or Family/Teacher Conference preparation. Member directed PLC time Except for the PLC time prior to Open House and Family/Teacher Conferences which shall not may be dedicated to Open House or Family/Teacher conference prep.,~~ ~~a~~All ~~District-directed~~ PLC time must be dedicated to the four essential PLC questions, and members are expected to collaborate as a PLC team. ~~Member-directed PLC time shall not include Open House or conference prep, District-level scoring, and/or report card preparation.~~

~~1. Travel time to District-level PLCs shall not interfere with preparation time.~~

~~2. During weeks when District PLCs are scheduled, members at TRAILS shall have a 45-minute block of uninterrupted prep time scheduled on Monday from 7:50am-8:35am in lieu of one of the 45-minute blocks of preparation time being scheduled on the Wednesday early release day. On these Mondays, the eight-hour workday shall end at 3:50pm and meetings will not be scheduled beyond this time.~~

~~I. The District recognizes its obligation to bargain upon demand by the Council the impact of any decision(s) that would result in a significant increase in student contact time. In such cases the following procedure shall apply:~~

~~1. The Council will be advised in writing of any formal proposal prior to the submission of such proposal to the Board. Any such proposal shall include sufficient information to allow the Council to assess its impact on student contact time.~~

~~a. The Council shall have ten (10) working days from receipt of notice to submit a demand to bargain.~~

~~2. Upon receipt of a timely demand to bargain by the District, the parties will schedule a meeting to begin bargaining and bargaining shall follow the provisions of ORS 243.698.~~

ARTICLE 15 – Class Size, Caseload, and Composition

A. ~~Employees~~ Members and administrators at each building will shape the process at that school for determining class ~~makeup~~ composition and size in striving to meet class size and student daily contact goals. Student contact refers to regular classroom teaching that involves diagnosis, planning and assessment. In determining class composition,

members ~~employees~~ and administrators will consider the needs of students with special needs, prior history from colleagues about the attention needed to meet student needs, the impact of a student on the class itself, and any other trait that would influence the ability to teach and learn.

It is recognized that elementary, middle and high school have different structures that make the involvement of ~~employees~~ members and administrators quantitatively and qualitatively different. Principals and ~~employees~~ members at each school will develop a framework collaboratively that allows them to create the optimum learning environment with the resources that are available. Copies of that process will remain on file and readily available to staff members in the main office of the school.

~~The District will make reasonable efforts to balance, distribute, or otherwise organize student groupings in a manner that supports effective teaching practices, while also ensuring the District's ability to meet legal obligations, maintain program continuity, and sustain efficient and equitable operations.~~

B. ~~Employees~~ Members and administrators agree that the following average class sizes and student daily contact goals are ~~appropriate~~ ideal for providing a quality educational environment. Within existing budgetary constraints, the District shall attempt to maintain class sizes and student contacts as close to these goals as possible.

1.	Kindergarten	~~18~~ ~~22~~ 20
2.	First Grade	~~20~~ ~~22~~ 21
3.	2/3	22 ~~25~~
4.	4/5/~~6~~	24 ~~25~~
5.	~~7~~ – 6-12 classroom ~~& arts~~	~~24~~ 27 (~~144~~ 162 total student contacts maximum per day. ~~on either a block or traditional daily schedule~~.)
6.	HS/MS PE & Music	~~29~~ ~~40~~ 33 (~~232~~ ~~174~~ ~~240~~ 198 ~~230~~ total student contacts maximum per day. ~~on either a block or traditional daily schedule.~~)
~~7.~~	~~HS PE~~	~~35 (210 total student contacts maximum on either a block or traditional daily schedule.)~~
~~8.~~ 7.	Shops, labs	Limited by safety, equipment, work stations and/or environment
~~9.~~8.	Special Education	~~Per AQEM Goals~~ As outlined in Section D below
~~8.~~9.	Elementary Music & PE	8 classes per day

C. Student weekly contact minutes should not exceed the following formula:

1. 1500 contact minutes multiplied by the employee's FTE.

~~In the event the class sizes and/or student contact numbers in the above chart are exceeded, beginning with the enrollment figures of the 11th school day, impact assistance for members will be available as set out below. This assistance will be available within ten (10) days of exceeding these workload limits and will continue to be available throughout the current grading period or until the workload is reduced to the numbers listed in the chart above. The member and the principal will use best~~

~~efforts to work collaboratively to schedule assistance during core instruction time.~~

~~2. Impact assistance will be available as follows:~~

- ~~As requested by the member, grades K-5 educational assistance of five (5) hours per week per student over the numbers listed in the chart above.~~
- ~~For each group of 1-5 students over the numbers listed in the chart above, members may select, in lieu of educational assistance time, eight hours of per diem rate of pay for the semester.~~

~~3. Grades 6-12: Members may seek resolution with building administration to include a request for more equitable balancing of workload, release time from assigned non-instructional duties for the duration of time over the number of students listed in the chart above, and one of the following possibilities:~~

- ~~For each group of 1-5 students over, one hour per week of clerical assistance;~~
- ~~For each group of 1-5 students over, one hour per week of release time for grading;~~
- ~~For each group of 1-5 students over, one hour per week of educational assistant time;~~
- ~~For each group of 1-5 students over, eight hours of per diem rate of pay for the semester.~~

~~4. If a general education teacher identifies that a class support plan is needed (for example, to address student needs related to IEPs, 504s, etc.) at the request of the teacher, the site administration will meet with the teacher within ten (10) workdays of the request for a meeting to develop a class support plan. The class support plan shall be implemented within ten (10) days of the meeting.~~

D. Special Programs Work Loads

- The District shall make every effort not to exceed the caseloads listed below based on 1.0 FTE:
  - Elementary Resource – ~~20~~ ~~32~~ 30
  - Secondary Resource – ~~30~~ ~~45~~ 40
  - Site-Based Programs – ~~10~~ ~~18~~ 15
  - SLPs – 45 ~~50~~ ~~60~~ students or less for direct service and 60 ~~70~~ ~~80~~ students or less total
  - ELD teachers - ~~30~~ 35

- Members working less than 1.0 FTE shall have their caseloads prorated accordingly.

- No later than the first week of October, a meeting with the Director of ~~Special~~ Student Services, impacted special education members, building administrators, and association representatives shall be convened to discuss SPED caseloads and supports.

- ~~When the caseloads listed in Section (a) above are exceeded, special education members may seek resolution/assistance (including a request for more equitable balancing of workloads) through discussions with the building principal and Director of Special Services. In addition, for each group of 1-5 students over the caseloads, members shall receive eight hours of per diem rate of pay for the semester.~~

- ~~All SPED members teachers shall have access to three either two days of paid release time each year for case management duties or other related duties to be used at the member's discretion.or the annual stipend in Article 25 B e. Member shall notify Payroll Specialist to opt out of the stipend no later than September 1 in order to select the release time.~~

5. ~~5.~~ Special Education teachers shall provide input over staffing levels of Educational Assistants to meet the needs of IEPs. Administration shall work in collaboration with Special Education teachers in the creation of schedules for and management of Educational Assistants. ~~Evaluation of Educational Assistants is the responsibility of administration.~~

~~6. Special Education clerical support will be provided at the elementary, middle, and high school level.~~

E. The District shall make every effort to:

- Assign School Counselors and Child Development Specialists to no more than ~~250~~ 400 students.

- Assign School Psychologists to no more than 500 students.

F. Should an educator find that classroom size, case load, composition, or other contextual factors create instructional imbalance, they may bring such concerns to their immediate administrator for discussion. The administrator shall meet with the educator in a timely manner to explore potential responses, accommodations, or adjustments where ~~feasible~~ practicable. Possible solutions ~~may shall~~ include one or more of the following:
~~In the event the thresholds listed Sections B, D, and E above are exceeded, members may request from building administration a resolution, which may include more equitable balancing of workload, release time from assigned non-instructional duties for the duration of time over the threshold, and/or one or more of the following possibilities:~~

a) Additional staff/clerical support
b) Compensation for work completed outside of contracted hours
c) Teaming
d) Consider change/modify student or member schedule
e) Release time
f) Professional Development

g) Other options as agreed upon between the member and the administrator

~~G. Individual employees who find that class composition creates a substantial imbalance will fill out the attached form in Appendix D. The complete form will go to the principal with a copy to the building rep and Human Resources Director. The Principal and the employee will meet to discuss options to address the problem, including but not limited to the factors suggested for consideration in #3 of the Class Size and Composition Help Form (located in Appendix D). If the problem cannot be resolved, the administrator will review the problem with District leadership and share the outcome with the employee. If the problem is still not resolved, the employee may move to Section F.~~

~~H. At each year's October school board meeting the Superintendent and/or principals will report on each school's plan toward achieving the class sizes, and student daily contacts, and caseloads composition goals that are outlined above. and maximize student learning with resources available.~~

I. ~~For class size(s) and caseload(s) at Title I schools, all sections of this article are grievable through arbitration as outlined in Article 3. For class size(s) and caseload(s) at non-Title I schools, the grievance procedure may be utilized through Level Four, a School Board hearing.~~ Class composition goals and student contact time are subject only to Levels 1, 2, and 3 of the Grievance Procedure. If a grievance in these areas is not resolved at Level 3, the grievant may request and be granted a board hearing. The board shall schedule such a hearing no later than the next regularly scheduled monthly board meeting provided the request is made at least 72 hours prior to the meeting. If the request is not made prior to the 72-hour period, the hearing shall be scheduled no later than the next scheduled board meeting. Within five (5) days after the hearing the board shall render a written decision that will be binding on all parties.

ARTICLE 16 – Paid Leaves

For the purposes of this article, "family member" is defined as a spouse, co-habitating partner, children, step-children, parents, in-laws, siblings, grandparents, and grandchildren.

~~Twice annually When practicable,~~ AEA will ~~make every effort to~~ communicate to members the importance of attending professional development, conferences, and Professional Learning Communities.

A. <u>SICK LEAVE</u>

~~1. For the purposes of this article, "family member" is defined as a spouse, co-habitating partner, children, step-children, parents, in-laws, siblings, grandparents, and grandchildren.~~

1. Current Annual Sick Leave

a. ~~In accordance with the ORS applicable to sick leave, an annual ten (10) full working days of sick leave shall be available with full pay and with unlimited accumulation to all bargaining unit members each~~

~~fiscal year.~~
Each contract year, all members shall be granted ten (10) days of sick leave. ~~during each school year.~~ Sick leave shall be credited to said members on the first contract day of the work year. In the case of members who begin service after the beginning of the ~~school~~ contract year, sick leave shall be credited on the first day of active service and shall consist of one (1) day for each school month remaining in the contract ~~school~~ year. For the purposes of this Agreement, a full working day for a full-time member equals eight (8) hours. Members working half-time or more, but less than full-time, shall be granted ten (10) sick leave days pro-rated in direct proportion to the number of hours employed. ~~and the length of contract. Such current sick leave shall accrue to the member on July 1 of each year or upon date of employment, whichever is later.~~

b. Sick leave may be used in hourly increments when a substitute is not needed. ~~Members will make every reasonable effort to schedule appointments to avoid conflicts with PLC and professional development.~~

c. The maximum number of sick leave hours that members can have deducted in a day cannot exceed their required number of working hours for that day.

~~i. Family is defined as a spouse, co-habitating partner, children, step-children, parents, in-laws, siblings, grandparents, and grandchildren.~~

d. The District shall comply with all state and federal leave laws regarding pregnancy, parental, and sick child leave. Members believing they are eligible for such leave may contact the Human Resources Department for assistance.

e. Accrued sick leave may be used in accordance with ORS 653.601 through 653.661, and for the purpose of pregnancy, parental, and sick child leaves as permitted by state and federal laws.

f. Members shall notify their principals or supervisors promptly on the first day of illness or other incapacitation. In all cases where sick leave ~~has been~~ is used, the member shall verify ~~by signature or electronically~~ the reason for absence. ~~on the absence log.~~

g. A grant of sick leave ~~in excess~~ of five (5) consecutive days or more may require verification by a written statement from the member's attending physician or practitioner that injury or illness prevents the individual from working. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the

length of absence. Those individuals who for religious reasons do not employ the services of a medical physician or practitioner shall furnish such other proof as may be required by the District.

h. Deductions: If sick leave has been exhausted, the District shall direct members to AEA leadership who can provide information regarding the sick leave bank. If leave from the sick leave bank is not awarded or if enough leave is not awarded to cover all sick leave related absences, deductions will be made to the member's salary based on the member's daily rate. Considerations will be made to maintain member benefits and reimburse salary deductions when there is a remaining balance in the sick leave bank and AEA awards sick leave to qualifying members. The District must be notified by June 1st.

2. Cumulative Sick Leave

a. Total sick leave which can be accumulated by any member under this Agreement for sick leave shall be unlimited.

b. Members' cumulative sick leave shall be credited with any unused portion of their current sick leave as of the first contract day worked.

c. It is understood that all sick leave benefits are immediately and automatically cancelled upon termination of employment by resignation or discharge by the District.

3. Transfer of Accumulated Sick Leave to Ashland:
The District shall accept all sick leave accumulated in other Oregon districts, but members may only use up to seventy-five (75) sick leave days transferred into the District from the total accumulation. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the bargaining unit member has completed 30 working days in the District.

4. A member who receives a benefit under Workers' Compensation Insurance or Short-Term Disability may elect to use accrued paid leave in a specified amount of full or half day(s) as elected by the member. Members have discretion over the order in which their leave is used.

B. FAMILY ILLNESS LEAVE

All members shall receive up to three (3) days leave per year with pay in case of an illness of a family member. This leave is not accumulative. These days are used before drawing sick leave for ~~family~~ illness of a "family member". ~~referenced in A (1)(e). Immediate family is defined in A(1)c of this article.~~

~~Family is defined as a spouse, co-habitating partner, children, step-children, parents, in-laws, siblings, grandparents, and grandchildren.~~

C. SICK LEAVE BANK

1. Between ~~October 1st and October 31st~~ September 1st and September 30th of each year, the AEA may request that interested Bargaining Unit Members donate sick leave, in full day increments, to a bank that can be used to help Bargaining Unit Members who have experienced extraordinary medical circumstances or very serious illness. Members will fill out an electronic release form to donate leave that shall be submitted to the AEA and the District. Once the leave is donated to the bank, the revocation of sick leave is final and will not be returned to the donating member.

2. Bargaining Unit Members may donate up to two (2) sick days per school year; however, the sick leave bank shall not exceed the total number of FTE as of October 1st of each year. The accumulated sick leave bank days will carry over from year to year. Sick leave bank days may only be disbursed to bargaining unit members who have exhausted all other paid leave.

3. Members will submit a request for sick leave bank hours through an electronic request form that is sent to the District and AEA. AEA will notify the District within five working days if the request has been approved.

4. The AEA will have sole discretion in designing other criteria for disbursing days from the sick leave bank, and decisions on disbursement are not grievable.

5. The Association and Bargaining Unit Members shall hold the District harmless against any and all claims, suits, orders, or judgements brought against the District as a result of the Sick Leave Bank provisions, except for those determined to be caused by the District's negligence.

D. PARENT LEAVE

1. Members may apply for parent leave for a leave of absence in conjunction with the birth or adoption of an infant.

2. In order for members to access parent leave, they must first exhaust all accumulated paid leave including sick leave, family illness leave, and personal leave.

~~3. During the first 12 weeks of parent leave, the District will continue to provide its portion of the member's health insurance contribution. Members on parent leave will continue to provide their monthly out of pocket contribution.~~

3. If a member exhausts all accumulated paid leave during the first 12 weeks of parent leave, the District will provide 25% of that member's salary for the remainder of the

12 weeks. If the member has sufficient accumulated paid leave to remain fully paid during the first 12 weeks of parent leave, the member will not have access to this provision.

4. If a member decides to extend their parent leave past the initial 12-week period, and the member has exhausted their paid leave, the District will continue to provide the District contribution towards health insurance for a maximum of an additional 12 weeks. Members on parent leave will continue to provide their monthly out of pocket contribution.

5. The maximum amount of time for any member to access the provisions of this leave is 24 weeks. District paid leave will run concurrently with parental leave.

6. Parent leave benefits outlined in #3 and #4 ~~4 and #5~~ above are accessible to the member beginning in year 2 of employment.

7. Parent leave, as described in this section, runs concurrently with any applicable ~~OFLA and~~ FMLA leaves of absence, and does not modify the rights a member otherwise has under state and federal family leave laws.

E. PERSONAL LEAVE

1. Personal leave shall be allowed up to three (3) days per school year with full pay, usable in not less than one-half (1/2) day portions if a~~n~~ ~~out of District~~ substitute is needed. ~~At the discretion of the member,~~ Supervisors may approve personal leave ~~may be used~~ in hourly increments if no ~~an out of District~~ substitute is ~~not~~ needed. ~~and there is no cost to the district.~~ The maximum number of personal leave hours that members can be charged for in a day cannot exceed their required number of working hours for that day. The three (3) days shall not be deducted from sick leave and is not accumulative. The granting of such leave shall be subject to the following conditions:

    a. The purpose of the three (3) day personal leave is to care for matters of a personal or business nature. Personal leave shall not be used to serve as a litigant or witness against the District.

    b. Personal leave should be requested in advance (at least five (5) days) by the member whenever such prior approval is feasible. Requests may be denied if qualified substitutes are not available. Leaves for involuntary absences occasioned by personal business of an emergency nature should be applied for within five (5) days upon return to service. Leave requests shall be submitted on an approved form.

    ~~c. Personal leave may should not be used on conference days or district directed in-service time except in extenuating circumstances outside of~~

~~the members' control.~~

2. Unused personal leave is not cumulative from one year to the next and is automatically cancelled upon termination of employment.

3. At the end of the contract year, no later than August payroll, the District will pay each member working .50 FTE or greater according to the chart below. The number of unused personal days and the amount paid will be adjusted proportionately for members working between .50 FTE and 1.0 FTE.

% of allowed personal days not used	Unused personal days based on 1.0 FTE	Amount paid, based on 1.0 FTE
100%	3.0	$300
67-- 99%	2.0 - 2.99	$150
33-- 66%	1.0 - 1.99	$50
Less than 33%	0 - .99	$0

F. PROFESSIONAL LEAVE

1. The Superintendent may authorize absences of members for professional purposes with full pay.

2. Examples of professional leave with pay are as follows:
   a. Occasional visiting of other school systems.
   b. Active participation by Ashland members in professional programs.
   c. Other professional opportunities which will be likely to extend the outlook and improve the service of the member and benefit the District.

3. The member shall make application for the authorization of such absences at least ten (10) days in advance of their occurrence except in those cases where the Superintendent and staff request that a member take a professional leave for direct benefit of the District.

4. The decision to authorize professional leave with pay in a specific instance shall be based upon the need of the District and the member's length of service and previous record of absence and shall not be recognized as any part of a sabbatical leave.

5. Members are to be encouraged to attend those professional meetings that the members and their principal feel would be of benefit. Upon approval of such requests by the building principal and Superintendent, the members will be allowed to attend the meetings. As part of the approval process, the principal and the member will agree on the maximum amount of expenses to be paid by the

District using the reimbursement amounts specified in Article 29 as a guideline.

G. JURY DUTY OR SERVING AS A WITNESS IN COURT

If a member is subpoenaed to appear as a court witness or is called to jury duty in a case in court, the Superintendent shall authorize such absence without loss of pay, provided that if the member receives a fee for these services the fee shall be deposited with District's business office in order for the member to receive full pay for the period involved; and provided further that a copy of the subpoena or other notice shall be filed in the Superintendent's office with the request for leave.

H. COURT APPEARANCES

Members who have need to appear in court as a litigant, i.e., engaged in a lawsuit as a principal-defendant or plaintiff, shall be expected to take personal leave either with or without pay.

I. ADDITIONAL LEAVE

The Superintendent may~~, at the Superintendent's discretion,~~ authorize paid leave to members under conditions of emergency, hardship, or benefit to the District. Members shall pay the substitute costs for the duration of the leave. The substitute cost will be deducted from the member's paycheck.

J. BEREAVEMENT LEAVE

Up to three (3) days leave with pay shall be authorized in the event of the death of any "family member". ~~of the member's family as defined in Section A-1(c) of this Article.~~ An additional two (2) days may be authorized when extensive travel is required. Requests for bereavement leave to attend the funeral of someone not defined as "family member" ~~in Section A-1(c)~~ may be granted at the discretion of the Superintendent.

K. SABBATICAL LEAVE

1. Leave of absence at 50% pay may, at the District's discretion, be granted to contract members by the Board upon recommendation of the Superintendent for the following reasons:

    b. Approved study.
    c. Approved travel.
    d. Approved teaching positions outside the United States or teaching of a specific nature within the United States.

2. In order to receive favorable consideration by the Superintendent and Board the following conditions must be met:

a. Request for professional leave must be submitted in writing to the Superintendent on or before April 1, of the school year previous to the school year for which the leave is requested.

b. The applicant must have been performing the duties in a completely satisfactory manner prior to the applicant's request.

c. A satisfactory replacement must be available for employment for the time that the member is absent.

3. A~~n~~ member returning to the District after a year of sabbatical leave will be granted an increment of salary under the following conditions:

   a. Approved study - If a member has successfully completed the requirements for a Master's Degree or has successfully completed enough additional quarter hours to make the member eligible for a salary increase in accordance with the requirements of the salary schedule then in use.

   b. Teaching experience - A member on sabbatical leave who has taught in a foreign country or in a school within the United States may be granted one increment increase on the salary schedule upon return to duty following the year of leave after such experience has been evaluated and approved by the administrative staff.

4. An individual returning to the District after one (1) year of sabbatical leave will be credited with any accumulated sick leave benefits which the member had at the beginning of the leave. Sick leave will not be credited for the year of absence.

5. The number of members taking sabbatical leave shall not exceed one percent (1%) (rounded to the nearest whole number) of the total certified personnel during any school year.

6. The District shall place a returning member in a position for which the member is qualified and endorsed upon their return to the District.

7. Members who receive this benefit but do not return to the District following such leave shall reimburse the District for salaries and benefits received. Members who return for only one year shall reimburse the District for 50% of such salaries and benefits. This provision shall be waived in the event the member dies while on leave.

L. PAID LEAVE OREGON

1. Should the District contribute to the employee portion of the 1% Paid Family Medical Leave benefit for any other employee group (i.e., administrative,

managerial, confidential, classified), then the AEA bargaining unit shall receive the same percentage contribution toward their employee portion of the Paid Family Medical Leave obligation.

2. In the event a member qualifies for benefits under PLO, it shall be the right of the member to decide whether or not they will apply for PLO benefits.
3. Members seeking PLO benefits must, except in the event of an emergency or unexpected circumstances, provide the District with 30 days written notice. In the event the leave starts and the member has not yet received their PLO benefits, the member will inform the District if they wish to:

    a. Use sick leave to fully or partially cover the period of absence, up to the amount of sick leave available at that time. Upon receipt of the PLO benefits, sick leave payments received for any period of time ultimately paid by PLO benefits will be retained by the member; or

    b. Be placed on leave without pay for the period of absence, without any deduction from accrued sick leave.

If the member fails to designate a choice under this subparagraph, the default will be option "A."

4. Use of Accumulated Leaves to Supplement Paid Leave Oregon Payments
When a member has been approved by the State of Oregon for Paid Leave Oregon benefits the member may:

    a. Elect to use Paid Leave Oregon benefits from the State of Oregon and not use any of their accumulated sick, personal, or compensatory leave; or

    b. Elect to receive Paid Leave Oregon benefits plus up to full sick leave, personal leave, or compensatory leave in a specified amount of full ~~or half~~ day(s) as elected by the member. Accumulated leave may be used in this manner, as allowed by law or by the Collective Bargaining Agreement until depleted, at which time the member will be eligible to receive only Paid Leave Oregon benefits, if any remain available.

5. Continuation of Benefits: While receiving PLO benefits, the District will continue to provide all District-provided insurance benefits (e.g., health insurance) and continue to pay any contributions required by the collective bargaining agreement. Any required member contributions towards those benefits will be the responsibility of the member. Members are responsible for remitting the member portion pursuant to payroll requirements for continuation of these benefits.

Upon return from any of the above outlined paid leaves, members shall maintain unused benefits and leave. Additionally, members will maintain their years of seniority. ~~and shall be returned to the position they held before taking leave. If the position they held before taking leave no longer exists, they shall be~~

ARTICLE 17 – Unpaid Leaves of Absence

A. EXTENDED SICK LEAVE

~~An employee~~ A member who exhausts all of their personal accumulated sick leave, and state or federally mandated leave (OFLA/FMLA), and cannot perform scheduled duties because of extended illness or injury shall, upon written request, be placed on an extended sick leave of absence up to the end of the current school year in which the request is made. This leave shall be unpaid unless leave is granted from the sick leave bank or other source. If the ~~employee~~ member is able to return earlier than expected, they must give three (3) weeks' notice to the District, in writing, prior to returning. ~~An employee~~ A member may return to work earlier than three (3) weeks if mutually acceptable between the member ~~employee~~ and the District.

A second separate extended sick leave of absence shall, upon written request, be granted if the ~~employee~~ member has exhausted all of their personal accumulated sick leave, and state or federally mandated leave (OFLA/FMLA), up to the end of the current school year in which the request is made. This leave shall be unpaid unless leave is granted from the sick leave bank or other source. Upon granting the request, an employee may return to work before the end of the year if mutually acceptable between the employee and the District. If not mutually acceptable, and if the employee desires to return to work prior to the end of the school year, the District will make every reasonable effort to employ that employee as a substitute with substitute benefits.

A third extended sick leave request as described above in any three (3) year period shall be at the District's discretion. ~~An employee~~ A member on extended leave as a result of a state recognized on-the-job injury, shall be allowed to extend such leave to cover a total leave of at least three (3) years.

~~An employee~~ A member on any extended sick leave as described above will hold their place on the salary schedule and will be eligible for the scheduled increment the following year provided the ~~employee~~ member has completed one- half (1/2) or more of the contractual year in which the ~~employee~~ member was placed on extended sick leave of absence.

Please refer to the Staff Handbook for information on the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).

B. PARENTAL, ADOPTION OR CHILDCARE LEAVE

1. Leave of absence of up to twelve (12) months without pay shall be granted to an ~~employee~~ member for pregnancy (other than that covered by sick leave), adoption or childcare upon written request by the member. ~~employee.~~ Request is discretionary with the member. ~~employee.~~ Such leave will not extend into the following school year.

2. The ~~employee~~ member shall notify the immediate supervisor at least sixty (60) days prior to taking the leave, except in emergency situations.

3. Notice to return shall be given at the time of request and must be one of the following:

   a. Return for balance of school year. At the time the leave is being requested, notice of return will be given and the date of return will be no less than within two (2) weeks of intended return.

   b. Return the following year.

4. ~~An employee~~ A member on this leave shall retain all benefits accrued in the District prior to leave and shall continue to be listed with PERS.

C. STUDY AND PROFESSIONAL DEVELOPMENT

1. Leave of absence without pay may be granted to contract members ~~employees~~ by the Board upon recommendation of the Superintendent for the following reasons:

   a. Approved study;

   b. Approved travel;

   c. Approved teaching positions outside the United States or teaching of a specific nature within the United States.

2. In order to receive favorable consideration by the Superintendent and Board the following conditions must be met:

   a. Request for professional leave must be submitted in writing to the Superintendent on or before April 1, of the school year previous to the school year for which the leave is requested.

   b. The applicant must have been performing assigned duties in a completely satisfactory manner prior to the applicant's request.

c. A satisfactory replacement must be available for employment for the time that the ~~employee~~ member is absent.

3. ~~An employee~~ A member returning to the District after a year of professional leave without pay shall be granted an increment of salary under the following conditions:

   a. Approved study - If ~~an employee~~ a member has successfully completed the requirements for a Master's Degree or has successfully completed enough additional quarter hours to make the ~~employee~~ member eligible for a salary increase in accordance with the requirements of the salary schedule then in use.

   b. Teaching experience - ~~An employee~~ A member on approved leave without pay who has taught in a foreign country or in a school within the United States may be granted one increment increase on the salary schedule upon return to duty following the year of leave after such experience has been evaluated and approved by the administrative staff.

4. An individual returning to the District after one (1) year of professional leave without pay will be credited with any accumulated sick leave benefits which the ~~employee~~ member had at the beginning of the leave. Sick leave will not be credited for the year of absence.

5. The number of certified ~~employees~~ members taking professional leave shall not exceed two percent (2%) (rounded to the nearest whole number) of the total certified personnel during any school year.

6. The District shall place a returning ~~employee~~ member in a position for which they are qualified and endorsed upon their return to the District.

D. A leave of absence without pay may also be granted for the purpose of serving as an officer or staff member of the OEA.

E. <u>MISCELLANEOUS LEAVES OF ABSENCE</u>

Upon request of a member, ~~an employee~~, the Board may grant additional unpaid leaves at their discretion and under such terms and conditions as they may mutually find agreeable with that member. ~~employee.~~ The mutual agreement, however, shall be written and signed by the District and the individual member ~~employee~~ and a copy shall be forwarded to the Council. The granting or not granting of such leaves shall set no precedent and is not subject to grievance.

F. Unless expressly provided for herein, ~~employees~~ members on leaves of absence without pay shall not receive credit on the salary schedule.

G. ~~Persons~~ Members on any unpaid leave may, at their option, pay the necessary premium to the District and continue on any group insurance programs for up to two (2) years.

H. Application for an Unpaid Leave of Absence will be made on District form. (See Appendix C).

ARTICLE 18 – Management Rights

A. It is recognized that the Board has and will continue to retain the authority to operate and manage the school system and its programs, facilities and properties within the scope of employment as provided by law.

B. Without limiting the generality of the foregoing (Paragraph A), it is expressly recognized that the Board's operational and managerial authority includes:

1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.

2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.

3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions.

4. The maintenance of discipline and control and use of the school system property and facilities.

5. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.

6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.

7. The direction and arrangement of all the working forces in the system including the right to hire, suspend, discharge or discipline, or transfer employees.

8. The right to relieve employees from duty.

9. The creation, combination, modification or elimination of any teaching position deemed advisable by the Board.

10. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.

11. The determination of the layout and the equipment to be used and the right to plan, direct, and control school activities and the subjects to be taught.

12. The right to establish and revise the school calendar, establish hours of employment, to schedule classes and assign workloads, and to select textbooks, teaching aids and materials.

13. The right to make assignments for all programs of an extracurricular nature.

Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis.

C. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be modified only by the terms of this Agreement.

ARTICLE 19 - Member Rights – Just Cause Provision

A. ~~The District Council shall provide members with advanced, written notice of their right to representation for all meetings related to investigations and discipline or meetings that could lead to discipline.~~ The parties agree that it is in everyone's best interest that a representative be present during all meetings related to investigations and discipline or meetings that could lead to discipline. The parties will make every effort to ensure members are aware of their right to representation.

B. ~~A.~~ No member shall be reprimanded in writing, or have a memorandum of an oral reprimand placed in ~~the~~ their file, involuntarily transferred due to disciplinary reasons, suspended without pay, or reduced in basic compensation without just cause. No contract member will be dismissed or non-extended without all protections of the Fair Dismissal Appeals Board, including the right to a Fair Dismissal Appeals Board hearing. Members not covered under FDAB shall not be dismissed or non-extended without just cause.

C. ~~B.~~ Members not covered under the Fair Dismissal Appeals Board have the right to grieve their dismissal or non-extension through the grievance procedure outlined in Article 3. Members who are eligible for a Fair Dismissal Appeals Board hearing may elect to use the grievance procedure to grieve their dismissal or non-extension in lieu of going through the Fair Dismissal Appeals Board. Members who elect to use the grievance process shall forfeit their rights to a Fair Dismissal Board Appeals Board hearing.

D. All members shall serve probationary terms in accordance with ORS 342.815. ~~Members who have satisfied a probationary period in another Oregon School District shall have a probationary period of one two years. Members who have not satisfied a probationary period in another Oregon School District shall have a probationary period of three years.~~

E. ~~C.~~ If a probationary member is discharged, or the member's contract is non-renewed, the District will proceed ~~as follows:~~ in accordance with ~~the language in~~ ORS 342.835.

~~The language is as follows:~~

~~342.835 Probationary teacher.~~

~~1. The District board of any fair dismissal district may discharge or remove any probationary teacher in the employ of the District at any time during a probationary period for any cause considered in good faith sufficient by the board. The probationary member shall be entitled to notice of non-renewal by March 15th. The probationary teacher member shall be given a written copy of the reasons for the dismissal or non-renewal, and upon request shall be provided a hearing thereon by the board, at which time the probationary teacher member shall have the opportunity to be heard either in person or by a representative of the teacher's member's choice.~~

~~2. For any cause it may deem in good faith sufficient, the District board may refuse to renew the contract of any probationary teacher. However, the teacher shall be entitled to notice of the intended action by March 15, and upon request shall be provided a hearing before the District board. Upon request of the probationary teacher the board shall provide the probationary teacher a written copy of the reasons for the nonrenewal, which shall provide the basis for the hearing.~~

~~2. If an appeal is taken from any hearing, the appeal shall be submitted to the Jackson County circuit court for the county in which the headquarters of the school District is located and shall be limited to the following:~~

~~a. The procedures at the hearing;~~
~~b. Whether the written copy of reasons for dismissal required by this section was supplied; and~~
~~c. In the case of nonrenewal, whether notice of nonrenewal was timely given.~~

F. ~~D.~~ Any criticism of any member by a district supervisor~~,~~ or administrator, ~~or other agent representative of the employer~~ shall be made in confidence and not in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential. Any criticism of a district supervisor~~, or~~ administrator~~, or any other agent representative of the employer~~ by a member shall be subject to the same considerations as stated above. ~~Members in violation of this section shall be subject to progressive discipline.~~

G. ~~E.~~ No disciplinary action more than three (3) years old shall be applied toward future disciplinary actions unless the same offense was committed during the three (3) year period of time. Disciplinary actions concerning any cause which constitutes revocation of a member's license shall be exempt from this section.

H. ~~F.~~ ORGANIZING

Members shall have the right to organize, join and assist the Council, to participate in professional negotiations with the board through the Council and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and the quality of the education program. This section is subject to the grievance process through Level 3 only and then to the Employment Relations Board. The Council has the option to proceed directly to the Employment Relations Board in lieu of using the grievance procedure.

I. ~~Academic Freedom Academic freedom is an integral part of the education process, recognized as being essential to promoting critical thinking and independent thought. The parties recognize that the role of the member is primary to the academic and civic success and achievement of students. In that members are responsible for teaching to state standards, the methods and delivery of instruction shall be left to the discretion of the member's professional judgment. Academic freedom shall be accorded to all members. Members shall be free, within the scope of the adopted curriculum, to present instructional materials, select pedagogical strategies, and facilitate discussion in a manner consistent with their professional training, expertise, and the developmental needs of their students. In addition, members have the discretion to use supplemental materials of their choice as long as they are age appropriate and related to the standards being taught.~~

J. If a question or concern about a grade arises, the administrator will work with the member to address the question or concern. Grades will not be changed without ~~mutual agreement~~ consultation between the member and the administrator. This section does not apply if a member is unable to submit final grades. ~~Members have the sole responsibility for evaluating students and assigning grades. The District is prohibited from changing any student grade so long as the member followed District policies, IEPs, and/or 504s when issuing the grades.~~

~~1. Members have the right to express personal political views, provided that a reasonable person would not infer that the personal political views of the member represent the views of the District.~~

~~2. Members have the freedom to present and discuss political, religious, societal, cultural, or other controversial subjects, provided that the materials are relevant to the course content and that the member presents multiple perspectives.~~

ARTICLE 20 – Strikes and Work Stoppage

The Council agrees that during the term of the Agreement the Council and its members will not participate in a strike, work stoppage, or slow-down against the District. The District agrees that during the term of this Agreement the District will not participate in a lockout against the Council and its members. It is understood that "demand to bargain" negotiation issues may go to "strike" thus not violating the intent of this article if all provisions of ORS 243.698 are met.

ARTICLE 21 – ~~Employee~~ Member Assignments, Exchanges and Job Shares

A. ~~EMPLOYEE~~ MEMBER ASSIGNMENTS

1. ~~Employees~~ Members will be notified of their job assignments by June 1 except in the case of unusual circumstances.

2. The District will make every effort to fill positions with contract employees. The building administrator will give preference to current qualified ~~employees~~ members over retired employees. In the event of a retirement during the school year, the retiree will be afforded the opportunity to continue that position without posting. The administration retains flexibility to determine member ~~employee~~ assignments based on best needs of children and programs.

B. EXCHANGES

1. ~~Employees~~ Members interested in exchanging jobs with a colleague for a one-year basis or a permanent basis will meet jointly with each other and the administrators involved and see if they can work out either a temporary or permanent exchange.

2. Consensus is necessary for this to take place.

C. JOB SHARES

1. ~~Employees~~ Members interested in sharing jobs with a colleague for a one-year basis or a permanent basis will meet jointly with each other and the administrators involved and see if they can work out either a temporary or permanent exchange.

2. Consensus is necessary for this to take place.

3. Job-sharing will be approved only when there is no adverse financial impact on the District.

ARTICLE 22 – Vacancies, Voluntary and Involuntary Transfers, and Reassignments

The District recognizes that it is desirable to consider the interests, aspirations and qualifications of members in making assignments. Therefore, the District declares its support of giving first consideration to its own licensed staff when filling vacancies within the bargaining unit.

Vacancies are only available for transfer after any existing recall list has been reviewed and the vacancy is posted by the District as per ORS 342.934.

A. DEFINITION OF TERMS

1. Vacancies: A vacancy shall be defined for purposes of this Agreement as a vacant position within the District. This includes newly created positions and unfilled existing positions after current ~~employee~~ member assignments have been determined.

~~2.~~ Transfer: Transfer refers to a change in a member's school or job site. ~~or a change in a member's subject area, position, and/or grade level from one school or job site to another.~~

3. Re-Assignment: A re-assignment refers to a change in a member's subject area, ~~or~~ position~~, and/~~or grade level within a school or job site that does not include a change from part-time to full-time. ~~K-8 Mmovement within fewer than three (3) grade levels at secondary and two (2) grade levels at elementary shall not constitute a reassignment under this provision.~~ At elementary, movement within a level (e.g. K-2 ~~3~~, 3-5) or movement between consecutive grade levels shall not constitute a reassignment.

4. Involuntary Transfer or Involuntary Reassignment: A transfer or reassignment not initiated by a member.

- ~~A change in a member's school or job site, or a change in a member's subject area, and position, and/or grade level from one school or job site to another, or a change in a member's subject area, position, or grade level within a school or job site in which the member does not initiate. When members are presented with a situation in which the District is requiring a transfer or reassignment of one or more members, a member(s) who agrees to the transfer or reassignment is still considered to be involuntarily transferred or reassigned.~~

- ~~If a member's current position is reduced to below .50 FTE and they transfer and/or reassign to maintain a minimum of .50 FTE, the transfer or reassignment shall be considered involuntary.~~

B. SPECIALIST VACANCIES

For state identified hard to fill Specialist positions including Speech Language Pathologist, School Psychologist, Occupational Therapist, Physical Therapist, and Autism Specialist positions, if the vacancy has remained open for more than twelve (12) business days with no qualified applicants, the District may contract out for those services for the remainder of the year. Active posting and recruitment will continue for these vacant postings even if the District contracts out for services.

C. ~~PROCEDURE FOR VOLUNTARY TRANSFERS TO~~ NOTIFICATION OF VACANCIES

1. All probationary ~~tract~~ vacancies~~, including temporary and probationary vacancies,~~ that occur during the contract year ~~when school is in session~~ will be posted ~~within the District and~~ on the District website for five (5) working days and emailed to all members. ~~Notice of all vacancies shall be emailed to all members at the same time the position is posted. (~~Temporary vacancies do not qualify.~~)~~

~~2.~~ All vacancies, including temporary and probationary vacancies that occur outside of the contract year shall be posted for a minimum of seven (7) calendar days~~, shall be posted on the District website,~~ and ~~shall be~~ emailed to members. ~~at the same time the position is posted. When a vacancy is posted outside the contract year, the District will contact applicants at least seven (7) calendar days before interviews are scheduled.~~

D. PROCEDURE FOR VOLUNTARY TRANSFERS TO VACANCIES

~~1. The District will maintain a master list of members who are interested in a transfer. The purpose of this list is for notification purposes only and does not imply any priority status for those listed.~~

~~4.~~ 1. Licensed staff with five (5) ~~three (3)~~ years or more seniority in the District, and not currently on a Plan of Assistance, with three (3) years of experience at a given site, and properly licensed under State and Federal law, qualify for transfer. Members who do not meet these criteria may apply as an external applicant.

~~5.~~ 2. All those qualified, as per ~~B C~~ D (1 4 ~~3~~) above, shall ~~apply for vacancies through the established internal application process within the established timelines.~~ notify the site administrator within ~~the~~ five (5) working days of the posting, ~~requirement and Members who apply~~ shall be considered first, and if needed, interviewed by the site committee. ~~prior to external candidates being considered.~~ Transfer will be granted upon meeting the job criteria set by District and school site. The interview process is to ensure understanding of needs and priorities of the site, and the interests and abilities of the member requesting transfer. Candidates will be given written feedback if candidates are not offered

the position.

~~6.~~ 3. A member who accepts a temporary assignment shall continue to accrue seniority. ~~and shall maintain their contract or probationary status. and has the right to return to the position they vacated at the conclusion of the temporary assignment. If the position they vacated no longer exists, they shall have the right to return to an equivalent position.~~

D. ~~VACANCIES THAT OCCUR OUTSIDE THE CONTRACT YEAR~~

~~The District will process transfer requests as per Section C of this article. Members within the bargaining unit shall be eligible to apply for any vacancy in the bargaining unit that becomes available and for which they are licensed. Said members who wish to be considered for a vacancy which occurs outside the contract year will complete the internal application.~~

~~When a vacancy is posted outside the contract year, the District will contact applicants at least seven (7) calendar days before interviews are scheduled.~~

D) E. INVOLUNTARY TRANSFERS

1. Administration may confer with ~~staff~~ members being considered for involuntary transfer. Before involuntary transfers are made, the District shall share their involuntary transfer plans with AEA leadership in writing and if requested, a meeting with AEA leadership and the District shall be scheduled to review the plans. Further communication to members regarding involuntary transfers shall take place on a mutually agreed upon timeline.
2. The District may involuntarily transfer a member when the District deems the transfer will improve the overall instructional program, or when it is necessary to meet the requirements of state and federal law. Members shall only be involuntarily transferred to a position with a comparable job description for which they are licensed.

3. When involuntary transfers occur ~~due to shifts in enrollment, members returning from leave, or to accommodate another involuntary transfer,~~ the following procedures will be followed:

   a. The principal will determine the grade level(s) or subject area(s) to be affected and solicit volunteers.

   ~~b. If no interested members are available, then the principal will solicit volunteers from those members deemed properly licensed under state and federal law.~~

   b. If there are no volunteers, ~~are available,~~ the member with the least seniority in the same affected job type ~~affected~~ at the school where the involuntary transfer is needed, ~~District~~ who is deemed properly licensed under state and federal law for the position, will be involuntarily transferred and shall have bumping rights into

comparable positions held by less senior members. ~~in that licensure area~~. The District shall provide the Association and the member being involuntarily transferred with written notice of the transfer a minimum of ten (10) working days prior to the transfer.

c. An involuntary transfer or reassignment shall be made only after a meeting between the member and immediate supervisor ~~involved~~, at which time the member shall be provided the specific reasons for transfer in the meeting and in writing.

4. No one shall be involuntarily transferred more than once in three years except in mutually agreed upon unusual circumstances.

5. Involuntary transfers or reassignments for the following school year shall be completed by June 30, except in unusual circumstances. ~~that are mutually agreed upon by AEA and the District. Under these circumstances, the District shall notify AEA to engage in collaborative problem solving prior to the involuntary transfer or reassignment taking place.~~

6. No member shall be involuntarily transferred or reassigned to a position for which they are not properly licensed under state and federal law.

7. ~~An involuntary transfer or reassignment shall be made only after a meeting between the member and immediate supervisor involved, at which time the member shall be provided the specific reasons for transfer in the meeting and in writing.~~

F. SUPPORT FOR INVOLUNTARILY TRANSFERRED OR INVOLUNTARILY REASSIGNED ~~EMPLOYEES~~ MEMBERS

A member who is involuntarily transferred or reassigned ~~to a different grade level and/or subject area program (e.g., middle school to high school, etc.)~~ may be required to participate in a District education program not to exceed 8 hours. The purpose of the education program will be to orient and educate the member about organizational structure, developmental needs of students, appropriate teaching strategies, and so forth. ~~of the new grade level. and/or subject area.~~ The 8-hour education program may be held outside regular work hours; in such cases, the member will be paid at their contract rate. Members shall have the option of requesting up to eight-hours of substitute coverage to train and/or observe in their new subject area and/or grade level. Instead of substitute coverage, members may request to be paid for eight hours of preparation time outside of their contract hours.

G. ~~Relocation Assistance and Compensation for Required Moves~~ RELOCATION ASSISTANCE AND COMPENSATION FOR REQUIRED MOVES

1. For this section, required moves are defined as moves that result from involuntary transfer and/or involuntary reassignment as defined in Section A, and/or moves

due to bond work and/or construction.

2. For any classroom ~~and/or workspace~~ moves required by the District, every effort will be made to provide members with ~~adequate~~ at least ~~two~~ three weeks' ~~one month's~~ notice of the date in which their workspaces must be packed and moved to ensure they have an appropriate amount of time to pack and unpack.

~~3. Bargaining unit m~~Members ~~who are provided with a minimum of two weeks thirty (30) calendar days' notice of being~~ required to pack and unpack classrooms ~~and/or workspaces~~ outside of their contracted hours will be paid at their Contract Rate ~~of pay~~ for up to eight (8) hours of packing and up to eight (8) hours of unpacking. ~~If members are notified of the requirement to pack and unpack their classroom and/or workspace with less than two weeks thirty (30) calendar days' notice, they shall be paid up to eight (8) hours of packing and up to eight (8) hours of unpacking at time and one-half of their contract rate.~~

   a. ~~Members who are required by the District to move classrooms may request to be provided up to two (2) additional paid days at the contract rate or up to two (2) days of substitute time. The bargaining unit members~~ Members shall work collaboratively with the building administrator, or their designee, to develop the work plan (number of days and how they are to be used) if additional time is needed.

3. As duties vary from site to site, administrators will consult with site leadership teams regarding site specific time needs and considerations related to the move. Materials and packed boxes moved by the District shall be delivered on site prior to the time allotted to unpack/set up. Members shall have access to their new and/or temporary worksites to unpack and organize their rooms as soon as possible, but, at minimum, one ~~school~~ contract day prior to the first day of classes in their new space. ~~The building administrator will consult with the site leadership team and determine if members will need to have up to a total of two days of asynchronous learning, and/or enrichment days available for students so that members have time during their workday to pack and unpack while also maintaining instructional minutes.~~

4. Unless otherwise agreed, members are not responsible for moving District-owned materials or equipment. Members shall not be required to move furniture and other heavy classroom items. Boxes and packing materials shall be provided to members at least two weeks prior to the deadline to move, whenever possible.

5. Members are responsible for packing and moving personal items ~~unless they request assistance from the District and that assistance is granted.~~ at their own expense.

ARTICLE 23 – Layoff and Recall

A. Assigning Seniority

1. Lots shall be ~~electronically~~ drawn for newly hired members with the same hire date at the first Contract Maintenance meeting of each contract year. If there are additional new hires with the same hire date after the first Contract Maintenance meeting of the contract year, representatives from the District and the Association shall meet within thirty days of their hire to draw lots. A ~~digital~~ randomization tool shall be used to generate the lots to be drawn.

2. To ensure that seniority records are complete and accurate, at the second Contract Maintenance meeting of each year, the full seniority list shall be reviewed by both the District and the AEA.

3. On each seniority list, number 1 is the most senior, and the highest number is the least senior.

4. A letter shall be placed in each member's personnel file that lists their assigned placement on the seniority list.

5. Licensed staff do not lose seniority when moving into Ashland School District administrative positions. If they return to a licensed position, they will return to their original licensed seniority date and accrue years of experience with correlating longevity.

6. If the District or the Association locates records regarding previous decisions that were made for assigning seniority for licensed ~~employees~~ members with the same hire date, any previously assigned seniority rankings will supersede the new rankings. The newly found data will be added to the seniority spreadsheet and the HR system at the time a record of the previously determined seniority is found.

7. Information on assigning seniority for licensed ~~employees~~ members will be stored in a central location at the District Office. The Association shall have access to this information upon request.

8. If an error is found after seniority has been assigned, the District and the Association shall meet within ten business days to correct the error. The parties agree that rather than reassigning seniority for an entire group of members when an error is found, the member with an error in their seniority will be moved to the appropriate seniority group and will keep their seniority number placement. If movement into another seniority group creates a tie, lots will be ~~electronically~~ redrawn for the two members with the same seniority number on an as needed basis.

B. LAYOFF

a. The District shall determine when layoffs are necessary and which program areas shall be affected. Recognized reasons for layoff are lack of funding to continue educational programs or administrative decisions regarding elimination or adjustment of classes. In determining members to be retained, should it become necessary for the District to reduce its staff under this section, the District shall, in January of each year, verify the certification, seniority and qualifications of each member. Once the District has determined that a layoff is necessary the following sequence of events will be initiated:

First: The seniority list must be released to the Council. The seniority list must include members' assignments, licensure/endorsements, and cultural or linguistic expertise if applicable. Upon request, the District shall provide evidence of applicable linguistic expertise.

Second: The Board will take action at a meeting to initiate layoff procedures.

Third: A consultation period of up to thirty (30) days will begin. During that consultation period the Council will review the District's proposal to verify that it conforms to the contract.

Fourth: After the Council has confirmed that the District's proposal conforms to the contract, the Board will take formal action on layoff.

Fifth: If formal action of layoff is taken by the Board, affected members and the Council will receive notice of layoff from the building principals.

Sixth: Affected members will receive a certified letter from the District with written notice of the layoff. Members scheduled for layoff shall have access to a meeting with the District and the Association to ensure that they fully understand their rights under this Article.

Such notice will include the proposed time schedule for the date of layoff, which shall be no less than thirty (30) calendar days from the date of the notice of layoff, and the reasons for the proposed action. The District's overall instructional program will be given priority consideration.

b. The District shall make every reasonable effort to transfer members whose assignments are eliminated to other positions for which they are properly licensed under state and federal law.

c. Criteria for Reduction:

i. Licensure - A member who is currently teaching/working within the member's licensed area will have seniority rights within the parameters of that certificate.

ii. Seniority - Total length of service (including approved leaves) is based on the first day of actual service with the District in a licensed position ~~for members~~ at .5 FTE and above. Ties will be broken by ~~electronically~~ drawing lots. Representatives of the Council will draw lots on behalf of newly hired members to break ties in seniority within 30 days of their first day of service.

iii. Experience - A member who is not currently teaching/working within the member's licensed area (i.e., an additional endorsement not being used for the member's current assignment) will have seniority rights only when the member had previously successful experience in that area in the District. For the purpose of this section, successful experience does not include work as a substitute.

iv. Competency – The member is not considered competent if the member has failed a plan of assistance and is currently on a plan because of that failure.

d. When existing members of the bargaining unit cannot be transferred to other positions for which they are properly licensed under state and federal law, they will be placed on seniority lists according to the areas for which they are qualified. Layoffs will be conducted by licensure using the ordered seniority determined either by hire date or lots drawn. If applicable, cultural and/or linguistic expertise shall be considered based on the regulations of ORS 342.934 as in force at the time of the need for reduction in force.

e. Layoff is considered when an individual goes from 1.0 FTE to less than 1.0 FTE or when FTE is reduced to less than .5 FTE. No layoff is considered when an individual goes between .99 FTE and .50 FTE.

f. In the event of an unfunded, long-term emergency school closure, (i.e. fire, pandemic, flood) employees may be temporarily laid off and shall be subject to recall within forty- eight (48) hours of notice from the District.

C. RECALL

If within 27 months of layoff a vacancy occurs within the District for which the laid off member is properly licensed under state and federal law, recall will be in the reverse order of layoff in accordance with the following procedures:

a. At the time of layoff, the District provide laid off members the opportunity to express, in writing, a desire to return to the District. The District shall also receive the member's address for recall notification. In the event of a recall, the District shall notify a member who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the member to the District office.

b. At the time of layoff, the employee may indicate in writing a desire to return to the District and may provide the District with an address to which notices shall be sent. Members will have sixteen (16) calendar days from the date of the mailing of such notice to notify the District in writing of their intent to return within sixty (60) calendar days of the date of such notice. Failure of the member to respond within the time herein specified shall terminate such member's right to recall.

c. Upon recall, the District shall restore the salary and accrued benefits, including paid leaves, to all laid off members who accept a recall notice.

d. Full-time laid off members may accept a part-time recall position and still remain on the recall list.

e. When the District employs long term substitutes, laid off members shall be given priority long-term substitute assignments while on the recall list and are protected from forfeiting recall rights when substituting.

D. ORIENTATION

A member who is recalled to a different level or program (e.g., middle school to high school, etc.)-may be required to participate in a District education program not to exceed eight (8) hours. The purpose of the education program will be to orient and educate the member about organizational structure, developmental needs of students, appropriate teaching strategies, and so forth of the new level. The eight (8) hour education program may be held outside regular work hours; in such cases, the member will be paid at their contract rate.

ARTICLE 24 –Dues Deduction, Employee Information, & New Hire Orientations

A. The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the District with a list identifying the members who have signed such authorizations and the authorized deduction amounts, as well as payment remittance data instructions for reporting dues payments. The District shall rely on the list and the payment remittance data instructions to make the authorized deductions and to remit payment and data to the Association.

The District shall be responsible for paying the AEA, OEA, and/or NEA dues that are not deducted and paid when the dues deduction information was communicated by OEA Staff to the payroll clerk by the clerk's designated cutoff date.

B. OEA, NEA, and AEA dues and voluntary contributions for all Association members shall be equally divided and deducted in ten (10) monthly payments, starting with the October paycheck and ending with the July paycheck.

C. All monthly OEA and NEA dues and voluntary contributions shall be remitted in a single payment, along with an excel-compatible register, to the OEA Membership Specialist within ten (10) calendar days of each pay period.

D. All monthly AEA dues shall be directly deposited into the AEA bank account. AEA shall provide the routing number and account information needed for direct deposit. An excel-compatible register of all AEA dues deducted from each member's paycheck shall be sent to the AEA Treasurer and the OEA Consultant within ten (10) calendar days of the pay period in which they were deducted.

E. If a bargaining unit member becomes an Association member after the first paycheck and dues deduction, OEA, NEA, and AEA dues and voluntary contributions shall be prorated, equally divided, and deducted from the remaining pay periods.

F. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgements against the District concerning the dues deductions procedures outlined in this Agreement. The Association's obligation is contingent upon the District providing the Association notice of any claim within 30 days and cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to substantiated claims of criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

G. On February 1st, June 1st, and October 1st of each year, the District will provide the OEA UniServ Representative and the OEA Membership Specialist an editable, digital file of each employee in the bargaining unit (both members and non-members) that includes the following information:

1. Last four digits of their social security number
2. First date of service into an AEA bargaining unit position
3. FTE
4. Worksite(s)
5. Title
6. Position on the salary schedule (step and column)
7. Annual Salary
8. Residential address or personal mailing address if available to the District.

9. Any means of electronic communication, including work and personal electronic mail addresses if available to the District.
10. Residential, cellular, and work phone numbers if available to the District.

H. The District will provide the OEA UniServ Representative and the OEA Membership Specialist the above listed information for all newly hired employees on the 10th, 20th, and 30th of each month (except February when the information will be provided on the 10th, 20th, and 28th or 29th). In instances where it is not feasible to include an employee on a reporting date, the District will provide the information within 10 calendar days of hire**.** If within a ten (10) day period the District does not hire any new employees, a notification will be sent to the OEA UniServ Representative indicating that no new employees were hired during that timeframe.

Any changes in items listed in section G, including employee name, will be submitted monthly to the Association.

I. Prior to the start of the school year, the District shall provide a two-hour block during the paid in-service days for the Association to meet with new employees hired during summer break. If the new hire orientation is scheduled outside of the 193-day contract year, all new hires shall be paid at their hourly rate for all time spent attending the AEA orientation. The District shall submit to the Association an initial list of new hires ten (10) calendar days prior to the new hire orientation in August and shall submit an updated list of new hires two (2) calendar days prior to the new hire orientation in August.

J. After the school year begins, the District and Association will collaborate on a two-hour block of time, within 30 days after hire, for the Association to meet with new employee(s). No employee shall suffer a loss of pay or benefits from participating in these Association orientation meetings.

ARTICLE 25 – Compensation

The salary schedule was developed to compensate for increased experience and encourage professional growth.

A. PAY DATES

a. ~~All members who work during the August New Hire Orientation shall be paid at their hourly rate for all hours worked by August 31st of each year.~~

b. ~~Starting in the 2025-2026 school year,~~ September paychecks shall be paid no later than the 35th calendar day after members begin work in August. In each subsequent month, the pay date shall be on the 25th of the month. In June, members shall receive three separate checks to pay the balance of their contract. If

the pay date in any month falls on a holiday or weekend, members shall be paid on the preceding workday.

B. SALARIES: ~~All language in this section shall be retroactive to July 1, 2024.~~

~~a. 2024-2025: All eligible bargaining unit members will receive a pay step. The licensed salary schedule shall be increased by 3.00%. See salary schedule in Appendix A.~~

1. ~~2025-2026 –~~ For the duration of this contract, ~~For the 2026-2027 and 2027-2028 contract years,~~ all eligible bargaining unit members will receive a pay step each year. The licensed salary schedule shall be increased by 3.00% COLA each year. See salary schedule in Appendix A-1, A2, and A3. ~~and A-1.~~

2. Note: ~~Employees~~ Members "eligible" for a pay step are those who have completed at least one- half year of service, or have been on approved or Study or Professional Leave and provided adequate documentation of the study or work experience completed while on leave.

3. Vertical and horizontal step increments shall ~~be 3.4%.~~ remain at 3.25% for the duration of this contract. ~~for 2026-2027, shall increase to 3.35% for 2027-2028, and shall increase to 3.4% for 2028-2029.~~

4. Special education teachers shall receive a pro-rated annual stipend of $2,500 per 1.0 FTE. These stipends shall be paid in equal monthly installments.

~~5. The aggregated increase for members in Step 1-18 would be 6.25% per year for the duration of this contract.~~

C. HORIZONTAL MOVEMENT DURING LIFE OF AGREEMENT

1. If ~~an employee~~ a member completes the necessary credits for advancement to a higher column on the salary schedule, an adjustment in salary and on the salary schedule shall become effective beginning with the payroll period following written notification by the ~~employee~~ member to the Superintendent. Necessary credits may include In-District courses which are approved for credit in advance by the District. Official verification of having successfully completed the additional course(s) will be submitted with the written notification

2. All credits must be upper division or graduate hours earned after the BA.

D. PLACEMENT OF MEMBERS ~~EMPLOYEES~~

a. Newly hired members shall receive full credit on the salary schedule for all state recognized prior teaching experience and/or experience in their field (except for Career and Technical Education members without teaching experience) in which they were hired. "State recognized" means any school (private or public) that is recognized by the state in which it operates. All newly hired members shall also receive a full year of experience credit for any past employment that extended at least half a year.

b. Career and Technical Education teachers seeking licensure will receive step credit for every two years of work experience, up to the 5-year step, in the discipline for which the CTE teacher was hired. As required by TSPC and ODE, the teacher will develop a professional development plan with their advisory board and will continue moving along the steps of teaching experience during the completion of the plan. Once the plan is completed, any additional years of experience (at a ratio of 1 year in industry to 1 year in teaching) will be added to the teacher's experience level up to 10 years. ~~This salary placement shall take effect in the 2024-2025 school year, and current CTE teachers shall have their salary placement updated.~~ Current CTE teachers ~~will receive retroactive pay for the 2024-2025 school year but~~ will not receive retroactive pay for any years prior to the 2024-2025 school year.

   a. For example, a candidate who comes to the District with 6 years of industry experience will be placed at step 3 on the BA column of the salary schedule. They will receive a step increase for each year they are on the professional development plan. Upon completion of the professional development plan, the teacher will be moved to step 9 to account for their initial years of industry experience that were not counted upon hire.

c. CTE teachers and Nurses will receive credit for movement to the next column of the salary schedule based on college coursework, or for approved documented training relevant to their discipline and included as part of a Professional Development Plan. Credit for training will be at the rate of 1 credit hour for each 8 hours of professional training.

d. All salary placements will be documented upon hire and signed by the Superintendent or designee. A copy of this documentation shall be given to the ~~employee~~ member and the Director of Human Resources, and a copy will be placed in the member's personnel file.

E. LONGEVITY

~~All language in this section shall be retroactive to July 1, 2024.~~ Members who are stepped out on the salary schedule will be paid based on the following:

a. The parties recognize that the current salary schedules end at step 14 for BA, step 17 for BA+45/MA and BA+60/MA+15, and step 18 for BA+75/MA+30 and Specialists.

b. Members in the BA column of the salary schedule who reach steps 15, 16, 17, or 18 will receive a $600 ~~$700~~ stipend each year. Members in the BA+45/MA column who reach step 18 will receive a $600 ~~$700~~ stipend each year. Members in the BA+60/MA+15 column who reach step 18 will receive a $600 ~~$700~~ stipend each year.

c. Members who reach steps 19, 20, 21, 22, 23, or 24 on the longevity schedule will receive a $1,150 ~~$1,350~~ stipend each year.

d. Members who reach step 25 and beyond on the longevity schedule will receive a $2,100 ~~$2,400~~ stipend each year.

e. Longevity will be calculated based on the member's placement on the salary schedule and adjusted based on their full-time equivalent (FTE) as of September 1st of the current school year.

F. Members who lead professional development shall be paid their hourly rate of pay for any time spent outside of the eight (8) hour workday preparing for or presenting the professional development. For every two hours of Professional Development that members present, they will be paid for one hour of preparation time at their hourly rate.

G. In the event of a situation beyond the control of the Board which requires the closing to students or employees of one or more, or all of the schools, the school year may be extended to compensate for the number of days lost in such schools, at the discretion of the District with no additional pay in excess of the ~~employee's~~ member's yearly contracted salary. Staff will be notified of any extension of the school year no later than April 30.

1. When schools are closed for a full day, members ~~teachers~~ are not required to be in attendance.

2. When schools are delayed for two hours, members ~~teachers~~ are expected to report to work two hours later than their regular reporting time. Part-time members whose schedules are not impacted by the delay shall report at their regular report time.

~~H. No member of the bargaining unit shall be entitled to any salaries or other economic benefit provided in this Agreement for any period(s) of time not worked as a result of school closures for budgetary reasons, except that the District shall continue its insurance premium obligations for~~

~~the month following the month in which closure occurred.~~

~~I.~~ If the District is not able to meet its financial obligations, without implementing a layoff, the parties will consult. The purpose of these consultations will be to agree on strategies to enable the District to meet the financial obligations in the most educationally responsible way. ~~The strategies may include, but are not limited to:~~

~~1. The parties may mutually agree to reduce the work year by two or more days; one inservice day and one student contact day~~
~~2. Either party may reopen negotiations.~~
~~3. If no solution is agreed upon by the parties, the District may initiate the Layoff/Recall procedures.~~

~~J. ADDITIONAL COMPENSATION~~

~~Some assignments require additional responsibilities outside of job descriptions and extensive time outside of the contracted day/year. The following stipends affiliated with a member's bargaining unit position will be compensated as published in the extra duty HR manual and are subject to available funds.~~

~~CTE Coordinator~~
~~Journalism Advisor, High School~~
~~Leadership Advisor, High School~~
~~Band~~
~~Pep Band~~
~~Orchestra~~
~~Choir, High School~~
~~Yearbook Advisor, High School~~
~~Dean of Students~~
~~M.S. Outdoor School Advisors (10 hr./week)~~
~~Middle School team leaders~~
~~High School department heads~~
~~Professional Learning Community Leaders~~
~~New Hire Mentors~~

~~Extra duty assignments not directly connected to an employee's regular bargaining unit position shall be managed by the Human Resources Department and published in the extra duty HR manual. All extra duty assignments shall be voluntary. Members shall be given first consideration for extra duty assignments.~~

ARTICLE 26 – Insurance

~~A. HEALTH PROMOTION~~

~~The Council and the District agree that the health and well-being of employees is of utmost importance. We also agree that we will work collaboratively to develop health promotion activities that assist employees in making informed decisions about their health care and life style changes. The District will continue to maintain a Health Promotion Committee comprised of representatives of the Council and from each school and work site in the District. The Committee will be charged with developing health promotion activities, classes, and programs. The District will establish a voluntary program to encourage employee participation in health promotion activities.~~

~~Site representatives will be paid the committee rate for their participation on this committee.~~

The Association ~~Council~~ and the District agree that the health and well-being of employees is of utmost importance. ~~We~~ The parties also agree that we will work collaboratively to develop health promotion activities that assist employees in making informed decisions about their health care and lifestyle changes.

B. ~~A. HEALTH PROMOTION/~~ INSURANCE COMMITTEE

The Association shall have ~~three (3)~~ four (4) voting members on the ~~Health Promotion/~~ Insurance Committee. Committee members will be paid the committee rate for their participation.

~~The Committee will meet periodically throughout the year to plan and promote employee wellness activities and education efforts. Each spring, By the last contract day of each~~ year~~, when possible,~~ Prior to the start of the plan year, the Committee will review ~~select~~ insurance plan options for the following plan year and bring recommendations to the administration. ~~claims information in order to determine the need for additional staff training on insurance utilization for the purposes of maximizing cost savings for the insurance program.~~

~~By October of each year, the Insurance Committee will analyze the claims that the District has paid for the previous school year. Using that analysis, the Insurance Committee will establish plan designs and set premium rates for the various tiers of coverage. No final decisions shall be made by the Committee until Council members have been given an opportunity for input. The new rates will become effective January 1 of each year.~~

~~The Association shall have four (4) voting members on the Insurance Committee. Committee members will be paid the committee rate for their participation on this committee.~~

C. ~~B.~~ HEALTH INSURANCE

1. Eligibility

Each ~~certified employee~~ member covered under this bargaining Agreement who works a minimum of .50 FTE during a school year is eligible for health insurance coverage. ~~Employees who are eligible to participate in the group health insurance program may not opt out of the coverage; however, such Eemployees~~ Members are not obligated to purchase coverage for spouse/domestic partners and/or dependents.

~~Employees Members who have medical coverage through another group plan may opt-out of the District-provided medical, prescription, dental, and vision coverage by providing to the District proof of coverage. The District will then provide the employee member with a taxable benefit in the amount of $200.00 $600.00 per month. The employee member may opt-out at open enrollment or during a qualifying life event.~~

Eligible ~~employees~~ members who work a full contract ~~a minimum of 135 contract days during a school contract~~ year ~~can earn~~ shall receive twelve(12) months of insurance beginning October 1 and ending September 30. Eligible employees who work less than a full contract year will receive a pro-rated benefit. ~~that always ends September 30. Eligible members who start on the first contract day of the year but do not finish the contract year shall receive insurance benefits through the month after their resignation date. Eligible members who start after the first contract day of the contract year, work through the final contract day, and work less than 135 contract days shall receive insurance through July 30th.~~

~~Eligible employees who are laid off during a school year due to a reduction in force will receive a pro-rated insurance benefit based on the number of contract days worked.~~

Open enrollment period will occur between August 15 and September 15 each year. ~~November and December are the open enrollment months for all insurance benefits.~~

2. Definition of Benefits

Health insurance is defined as medical (including prescriptions), dental and vision coverage. ~~Employees~~ Members may not separately select one or more of these coverages; all three are provided as a "bundled" benefit.

The District shall continue to offer a Section 125 Cafeteria Plan that provides the option of pre-tax insurance premiums as well as supplemental health and accident

insurance for eligible members, ~~employees,~~ as defined by the current plan.

3. Premium Payments

a. The District agrees to pay a portion of the monthly premium cost per employee for the purchase of medical, dental and vision insurance each contract year (October through September). Premiums for certified employees will be split according to the following percentages:

Employee only: District assumes 100% of the cost.

Employee and Children: 90% ~~91%~~ District ~~9%~~ 10% Employee

Employee and Spouse: 87% ~~89%~~ District and 13% ~~11%~~ Employee

Full Family: 86% ~~90%~~ District and 14% ~~10%~~ Employee

~~b.~~ Separate premiums for medical, dental and vision coverage are determined annually and are effective from October ~~January~~ 1 through September ~~December~~ 30~~1~~ (the plan ~~policy~~ year). These premiums are established on four different step rates, as follows: employee only, employee and child/children, employee and spouse/domestic partner, and family. ~~Premiums are based on full participation by all eligible employees.~~

c. ~~Each employee with spouse/domestic partner and/or dependent coverage will pay a share of the monthly premium for that coverage. This~~ The out-of- pocket premium will be deducted from the ~~employee's~~ member's paycheck. Monthly premiums are not pro-rated.

d. Each ~~employee~~ member who works .50 FTE through .79 FTE shall pay no more than 1.5 times the out-of-pocket amount that full-time (1.0 FTE) employees pay for health insurance coverage. Each ~~employee~~ member who works .80 FTE through .99 FTE shall pay the same out-of-pocket premium as full-time members. ~~employees.~~

e. Members who have medical coverage through another group plan may opt-out of the District-provided medical, prescription, dental, and vision coverage by providing to the District proof of coverage. The District will then provide the ~~employee~~ member with a taxable benefit in the amount of $400.00. ~~Employees who have medical, prescription, dental, and vision coverage under another Ashland School District employee, do not qualify for this opt-out benefit~~. Members may opt-out at open enrollment or during a qualifying life event. ~~Members may opt-out of medical, dental, and/or vision coverage, however, members opting out of medical coverage must provide proof of coverage through another qualifying plan. The District shall provide members who opt-out a taxable benefit in~~

~~an amount equal to 60% of the District premium contribution for 'Employee Only' medical coverage per month. Members who opt-out of medical but select dental and/or vision shall have the cost of the dental and/or vision premium deducted from this opt-out stipend.~~

~~f.~~ If an eligible ~~employee~~ member takes unpaid leave during a school year, the ~~employee~~ member may be responsible for payment of the entire monthly insurance premium. That determination is made by the District when the leave request is submitted, based on the percentage of unpaid leave days for the current school year to the number of contract days worked for the current school year. ~~Unpaid leave is accumulated by school year in making this determination.~~

D. LIFE INSURANCE

Eligible ~~employees~~ members and their spouse/domestic partner/dependents have access to group life insurance. The ~~employee~~ member pays the entire monthly premium for group life insurance through payroll deduction.

E. LONG-TERM DISABILITY INSURANCE

Eligible ~~employees~~ members pay the entire monthly premium for long-term disability insurance through payroll deduction.

ARTICLE 27 – Travel Expense and Reimbursement

Staff will need to obtain advanced approval from the site administrator prior to making travel arrangements. Meal and lodging expenses are expected to be kept within the per diem rates established by the General Services Administration (GSA) located at www.gsa.gov/perdiem. Upon administrator approval, lodging expenses that exceed the GSA per diem rates may be approved. Registration fees will be covered as approved by the site administrator. Mileage will be reimbursed at the current IRS rate for miles driven on behalf of the District or staff may choose to use their P-card for fuel purchases made during business travel. Refer to DLC-AR and the Staff Handbook for reimbursement procedures. When out of town travel is necessary both parties will refer to ASD Administrative Rule for Travel.

ARTICLE 28 – Compliance Between Individual Contracts and Master Agreement

Any individual contract between the Board and an individual ~~employee~~ member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language conflicting with this Agreement, this Agreement, during its duration shall be controlling.

ARTICLE 29 – Site-Based Decision Making/Contract Waiver

The Board and the Council agree that there may be times when ~~employees~~ members and administrators mutually desire to waive a specific contractual article in order to implement an educational innovation. It is the intent of this article to allow contract waivers to occur under the following conditions:

A. ~~Employee~~ Member participation in an innovation requiring a contract waiver is voluntary;

B. The waiver is memorialized in a Memorandum of Understanding approved by the Southern Oregon Bargaining Council and the Board. The AEA Representative Council will be notified of the waiver request and determine whether or not member ratification is necessary. In all cases the signatures of the School Board, the Council, and the Ashland Education Association are necessary on any memorandum.

C. The Memorandum of Understanding will specify the contract article being waived or modified and the expiration or renewal date of the waiver. The Memorandum of Understanding will be non-precedent setting.

D. The Memorandum of Understandings are subject to the grievance process.

E. Those who choose not to participate in an innovation requiring a contract waiver will not be subject to an adverse evaluation, discipline, or dismissal for their non-participation.

F. The collective bargaining agreement not affected by any Memorandum of Understanding will remain in full force and effect and have full application to the ~~employees~~ members who are affected by the innovation requiring a contract waiver.

ARTICLE 30 – Retirement Program

The District shall continue to pay the employee contribution to the Public Employees Retirement System, not to exceed six percent (6%). The parties agree that this section shall not be modified or reopened during the life of this Agreement.

ARTICLE 31 – Intellectual Property

A. The parties wish to encourage creativity, production and collaboration in producing materials for the classroom or for benefit and use of the school district.

B. The ownership of any materials, processes, or inventions developed by a member ~~bargaining unit employee~~ outside the course of the ~~bargaining unit employee's~~ member's regular duties for the Ashland School District and using the ~~bargaining unit employee's~~ member's individual effort, time and expense shall vest in the member. ~~bargaining unit~~

~~employee.~~ If copyrighted, licensed or patented, it will be done by the member ~~bargaining unit employee~~ in the member's ~~bargaining unit employee's~~ name.

C. The ownership of materials, processes, or inventions specifically commissioned by or produced for the Ashland School District, using Ashland School District supplies, materials, and on the Ashland School District's time shall vest solely in the Ashland School District and shall constitute "works made for hire" as defined in the United States Copyright Act, 17 USC § 101. ~~Bargaining unit employees~~ Members agree to execute such other documents as the Ashland School District may reasonably request to perfect the Ashland School District's ownership of all rights, title and interest in such works made for hire.

D. In instances where materials, processes, or inventions are produced by a member ~~bargaining unit employee~~ as part of their employment with time, facilities, or other Ashland School District resources, the ownership of the materials, processes, or inventions shall vest jointly with the Ashland School District and the member. ~~bargaining unit employee.~~ The product will be available for use by the Ashland School District, including but not limited to the right of the Ashland School District to make modifications to the product, in perpetuity, at no cost to the District.

ARTICLE 32 – Contract Maintenance

A. For the purpose of this article, a Contract Maintenance Committee shall meet regularly to address issues that arise during the duration of the contract and as a means of communicating between the District and the Council any related concerns pertaining to working conditions. When it is recognized that a change in contract language is desirable, the parties will follow their procedures for the development and ratification of a memorandum of understanding. Once an MOA has been mutually agreed upon, AEA will place the MOA proposal on the next regularly scheduled upcoming SOBC meeting. The District will send the proposed MOA to the School Board for placement on the next regularly scheduled Board meeting. Either party may request an expedited process through a special session. Once MOAs are ratified and signed, they will be posted on the District website within ten (10) working days.

B. The Contract Maintenance Committee will review the following documents on an annual basis, including but not limited to, seniority lists, longevity lists, schedules for member-~~teacher~~-directed PD time and PLC time, important dates and deadlines, and financial documents as requested. All data requested (compiled data when possible) will be provided on a mutually agreed upon timeline, not to exceed 45 days. The Contract Maintenance Committee will establish and regularly review the schedule for data delivery.

See Appendix D for the Contract Maintenance Referral Form. This form is subject to revisions annually by the Contract Maintenance Committee.

ARTICLE 33 - Itinerant Bargaining Unit Members

1. Itinerant Bargaining Unit Members
    a. Itinerant bargaining unit members are defined as members who are assigned to than one worksite.

    b. Itinerant members are entitled to submit mileage reimbursement at the IRS rate for miles driven between worksites. Miles driven from a member's home to a worksite or from a worksite to their home will not be reimbursed.

    c. FTE for itinerant members shall not exceed 1.0 FTE and itinerant members shall not be required to work more than an eight-hour workday. Every effort shall be made for itinerant members to have student contact minutes and schedules that are equitable to other full-time members at the elementary or secondary level based on the worksites they are assigned to.

    d. Prep-time for itinerant members shall be equal to the prep time at their home site. Home site is defined as the assignment where they have the most student contact time. If an itinerant member has equal student contact minutes at two sites, their prep time shall be the sum of half the amount of prep time allotted to full-time members at each site, based on their FTE.

    e. All itinerant members shall receive travel time as follows.

Travel Time	Helman	AHS	AMS/TRAILS	Willow Wind	Bellview	Walker
Helman		20 minutes	25 minutes	25 minutes	30 minutes	25 minutes
AHS	20 minutes		15 minutes	15 minutes	20 minutes	15 minutes
AMS/TRAILS	25 minutes	15 minutes		10 minutes	15 minutes	10 minutes
Willow Wind	25 minutes	15 minutes	10 minutes		15 minutes	10 minutes
Bellview	30 minutes	20 minutes	15 minutes	15 minutes		15 minutes
Walker	25 minutes	15 minutes	10 minutes	10 minutes	15 minutes	

ARTICLE 34 – Part-Time

1. A part-time member is a member whose FTE is less than 1.0 FTE.

2. Part-Time FTE Calculation: Part-time FTE shall be calculated as follows:

    a. Part-Time FTE shall be calculated by the number of student contact minutes a part-time member has in a schedule cycle (e.g. Secondary AB Day Schedule=10 days, Elementary weekly schedule = 5 days) divided by the total student contact minutes of full-time members who have a comparable job description at their level for the same period. "Comparable job description" is defined as general education, resource special education, or site based special education. "Level" is defined as elementary, K-8 for Willow Wind and TRAILS, AMS, or high school.

i. Student Contact Minutes: Student contact minutes are defined as the total amount of time that members spend directly interacting with students during a given period, such as a class session, course, program, and times of assigned supervision.

3. Every effort shall be made to create schedules for part-time members that include continuous student contact time.

4. Members who travel between work sites shall have travel time included in their workday as outlined below. Travel time shall be separate from protected lunch and prep time.

Travel Time	Helman	AHS	AMS/TRAILS/	Willow Wind	Bellview	Walker
Helman		20 minutes	25 minutes	25 minutes	30 minutes	25 minutes
AHS	20 minutes		15 minutes	15 minutes	20 minutes	15 minutes
AMS/TRAILS/	25 minutes	15 minutes		10 minutes	15 minutes	10 minutes
Willow Wind	25 minutes	15 minutes	10 minutes		15 minutes	10 minutes
Bellview	30 minutes	20 minutes	15 minutes	15 minutes		15 minutes
Walker	25 minutes	15 minutes	10 minutes	10 minutes	15 minutes	

5. Prep Time Calculation: Prep time for part-time bargaining unit members is calculated by multiplying the part-time FTE by the prep time allotted a full-time teacher for a full teaching cycle by level.

6. Part-time members shall have the same percentage split of Professional Development and ~~teacher~~ member-directed time as full-time members at their site with comparable job descriptions.

Article 35 – Health & Safety

A. The District shall provide a safe and healthy working environment for all members. Members shall not be required to work under unsafe or hazardous conditions. Every member will be provided with an indoor workspace.

B. The District will immediately notify members when they are potentially exposed to contagious diseases, viruses, or environmental hazards. The District shall identify the actions taken to address the unsafe or hazardous conditions.

C. The District is prohibited from retaliating or taking adverse personnel actions against any member who reports health and safety incidents.

Article 36 – Non-Discrimination

A. In compliance with federal statutes, the Council and the District agree employees who identify as members of a protected class, including but not limited to race, national or ethnic origin, color, sex, religion, age, sexual orientation, gender expression or identity, pregnancy and related medical conditions, marital status, familial status, mental or physical disability, or military service, shall not be discriminated against.

B. Bargaining unit members who believe they are targets of discrimination, hazing, harassment, intimidation, menacing, bullying, or cyberbullying may be accompanied by a union representative when reporting to and engaging with the District in filing a report and addressing the issue through the District process for investigating and addressing discrimination concerns. Retaliation against any person who reports, is thought to have reported, files a complaint or otherwise participates in an investigation or inquiry is strictly prohibited by Board policy.

ARTICLE 37 – Duration

A. This Agreement shall be effective upon execution except as otherwise provided and shall remain in full force and effect through June 30, 2029. ~~2026.~~

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

C. The District and the Council will begin successor contract negotiations ~~for Compensation, Duration, Class Size/Caseload and Composition, any statutory changes that require contractual updates, and up to five (5) articles for each team~~ no later than March 1, 2029. ~~2026~~.

ARTICLE 38 – Execution - Signature

Executed this _____ of _____, 2026, ~~2025~~ at Ashland, Oregon, by the undersigned officer of District 5 School Board and Administration on behalf of School District 5, Jackson County, Oregon, and by the Southern Oregon Bargaining Council.

Southern Oregon Bargaining Council	**Ashland School District**
By _____	By _____
SOBC Chairperson	Chair, School Board
By_____	By _____
SOBC Local representative	Superintendent
Date: _____	Date: _____

APPENDIX A-1 – 2026-2027 Licensed Employee Salary Schedule
193 Days
Ashland School District

	[BA]	[BA+45/MA]	[BA+60/MA+15]	[BA+75/MA+30]	Specialist
1	$51,806	$53,490	$55,228	$57,023	$64,023
2	$53,490	$55,228	$57,023	$58,876	$66,104
3	$55,228	$57,023	$58,876	$60,790	$68,252
4	$57,023	$58,876	$60,790	$62,766	$70,471
5	$58,876	$60,790	$62,766	$64,806	$72,761
6	$60,790	$62,766	$64,806	$66,912	$75,126
7	$62,766	$64,806	$66,912	$69,086	$77,567
8	$64,806	$66,912	$69,086	$71,332	$80,088
9	$66,912	$69,086	$71,332	$73,650	$82,691
10	$69,086	$71,332	$73,650	$76,044	$85,378
11	$71,332	$73,650	$76,044	$78,515	$88,153
12	$73,650	$76,044	$78,515	$81,067	$91,018
13	$76,044	$78,515	$81,067	$83,701	$93,976
14	$78,515	$81,067	$83,701	$86,422	$97,031
15		$83,701	$86,422	$89,230	$100,184
16		$86,422	$89,230	$92,130	$103,440
17		$89,230	$92,130	$95,125	$106,802
18				$98,216	$110,273

***Specialist is defined as Behavior Analysts, Occupational Therapists, Physical Therapists, Speech Pathologists, School Psychologists, and Autism Specialists.**

APPENDIX A-2 – 2027-2028 Licensed Employee Salary Schedule
193 Days
Ashland School District

	[BA]	[BA+45/MA]	[BA+60/MA+15]	[BA+75/MA+30]	Specialist
1	$53,360	$55,095	$56,885	$58,734	$65,734
2	$55,095	$56,885	$58,734	$60,643	$67,870
3	$56,885	$58,734	$60,643	$62,614	$70,076
4	$58,734	$60,643	$62,614	$64,649	$72,354
5	$60,643	$62,614	$64,649	$66,750	$74,705
6	$62,614	$64,649	$66,750	$68,919	$77,133
7	$64,649	$66,750	$68,919	$71,159	$79,640
8	$66,750	$68,919	$71,159	$73,472	$82,228
9	$68,919	$71,159	$73,472	$75,859	$84,900
10	$71,159	$73,472	$75,859	$78,325	$87,660
11	$73,472	$75,859	$78,325	$80,870	$90,509
12	$75,859	$78,325	$80,870	$83,499	$93,450
13	$78,325	$80,870	$83,499	$86,212	$96,487
14	$80,870	$83,499	$86,212	$89,014	$99,623
15		$86,212	$89,014	$91,907	$102,861
16		$89,014	$91,907	$94,894	$106,204
17		$91,907	$94,894	$97,978	$109,656
18				$101,163	$113,219

***Specialist is defined as Behavior Analysts, Occupational Therapists, Physical Therapists, Speech Pathologists, School Psychologists, and Autism Specialists.**

APPENDIX A-3 – 2028-2029 Licensed Employee Salary Schedule

193 Days

Ashland School District

	[BA]	[BA+45/MA]	[BA+60/MA+15]	[BA+75/MA+30]	Specialist
1	$54,961	$56,747	$58,592	$60,496	$67,496
2	$56,747	$58,592	$60,496	$62,462	$69,690
3	$58,592	$60,496	$62,462	$64,492	$71,954
4	$60,496	$62,462	$64,492	$66,588	$74,293
5	$62,462	$64,492	$66,588	$68,752	$76,708
6	$64,492	$66,588	$68,752	$70,987	$79,201
7	$66,588	$68,752	$70,987	$73,294	$81,775
8	$68,752	$70,987	$73,294	$75,676	$84,432
9	$70,987	$73,294	$75,676	$78,135	$87,176
10	$73,294	$75,676	$78,135	$80,675	$90,009
11	$75,676	$78,135	$80,675	$83,297	$92,935
12	$78,135	$80,675	$83,297	$86,004	$95,955
13	$80,675	$83,297	$86,004	$88,799	$99,074
14	$83,297	$86,004	$88,799	$91,685	$102,294
15		$88,799	$91,685	$94,664	$105,618
16		$91,685	$94,664	$97,741	$109,051
17		$94,664	$97,741	$100,918	$112,595
18				$104,197	$116,254

***Specialist is defined as Behavior Analysts, Occupational Therapists, Physical Therapists, Speech Pathologists, School Psychologists, and Autism Specialists.**

Appendix A-4 – 2026-2029 ~~A-2 – 2024-2026~~ Longevity Schedule

Longevity Schedule					
	[BA]	**[BA+45 or MA]**	**[BA+60 or MA+15]**	**[BA+75 or MA+30]**	**Specialist**
1	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$0
3	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0
6	$0	$0	$0	$0	$0
7	$0	$0	$0	$0	$0
8	$0	$0	$0	$0	$0
9	$0	$0	$0	$0	$0
10	$0	$0	$0	$0	$0
11	$0	$0	$0	$0	$0
12	$0	$0	$0	$0	$0
13	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0
15	$600	$0	$0	$0	$0
16	$600	$0	$0	$0	$0
17	$600	$0	$0	$0	$0
18	$600	$600	$600	$0	$0
19	$1,150	$1,150	1,150	$1,150	$1,150
20	$1,150	$1,150	$1,150	$1,150	$1,150
21	$1,150	$1,150	$1,150	$1,150	$1,150
22	$1,150	$1,150	$1,150	$1,150	$1,150
23	$1,150	$1,150	$1,150	$1,150	$1,150
24	$1,150	$1,150	$1,150	$1,150	$1,150
25+	$2,100	$2,100	$2,100	$2,100	$2,100

Appendix B - Extra Duty Assignments

Compensation schedule for responsibilities exceeding the members' job descriptions or completed outside of the contracted day/year are herein referred to as extra duty assignments.

All extra duty assignments shall be voluntary. Extra duty assignments shall first be made available to the staff, then the community.

This schedule is grouped by position A, B, C, etc., to indicate the level of responsibility and compensation. Prior to the assignment of any person to any group, the District shall list, in writing, the duties to be performed during the year. There shall be evaluations by immediate supervisors and principals of the accomplishments of assigned duties.

EXTRA DUTY SCHEDULE

GROUP A

~~1. High School Athletic Coordinator~~

~~2. Intern Program Coordinator~~

3. Middle School Athletic Coordinator
4. Football, Head Coach, High School
5. Basketball, Head Coach, High School
6. Dean of Students, High School - Two stipends
7. Dean of Students, Middle School
8. Volleyball, Head Coach, High School (Girls)
9. CTE Coordinator
10. MTSS Coordinator

GROUP B

1. Wrestling, Head Coach, High School
2. Baseball, Head Coach, High School
3. Track, Head Coach, High School
4. Softball, Head Coach, High School
5. Head Debate Coach – Two stipends
6. Soccer, Head Coach, High School
7. Volleyball, Head Coach (Boys), High School
8. Annual Advisor, High School
9. Journalism Advisor, High School
10. Drama Coach – ~~One stipend per production~~ Three ~~Two~~ stipends based on three productions
11. Leadership Advisor, High School

GROUP C

1. Cross Country, Head Coach, High School
2. Elementary Coaching (School Year)
3. Cheer Coach, High School
4. Dance Coach, High School

5. Robotics Coach, High School

GROUP D

1. Tennis, Head Coach, High School
2. Assistant Coaches, High School
   (Cross Country, Track, Baseball, Football, Basketball, Wrestling, Volleyball, Soccer, Softball, Debate Coach – Two stipends)
3. Head Swim Coach, High School
4. Band, High School
5. Pep Band, High School
6. Orchestra, High School
7. Choir, High School

GROUP E

1. Track, Head Coach, Middle School~~, 6th, 7th and 8th~~
2. ~~Cross Country Assistant, High School (~~moved to D~~)~~
3. Outdoor School Director, Middle School
4. Football, Head Coach, Middle School~~, 7th and 8th~~
5. Cross Country, Head Coach, Middle School~~, 6th, 7th and 8th~~
6. Athletic Trainer (each season)
7. AHS Extra-Curricular Academic Advisor
8. AHS Musical Advisor
9. Band, Middle School
10. Orchestra, Middle School
11. AMS Drama – Paid out twice each year for a total of one stipend per production
12. Elementary Choir
13. Middle School Choir
14. 5th Grade Strings

GROUP F

1. Golf, Head Coach, High School
2. Assistant Coaches Middle School, 7th and 8th, Football~~, Basketball, Track, Volleyball, Wrestling~~
3. Coaches Middle School, ~~6th-8th,~~ Wrestling, and 7th and 8th Basketball, Volleyball
4. Assistant Coaches, Middle School~~, 6th-8th,~~ Cross Country, Track
5. Annual Advisor Middle School
6. Weight Room, High School
7. Assistant Athletic Director, High School
8. Tennis Assistant Coach, High School
9. Swim Assistant Coach, High School
10. Assistant Dance Coach, High School

11. AHS Intramural Program Advisor
12. Yearbook Advisor, High School

GROUP G

1. Newspaper Advisor, Middle School
2. High School Assistant Golf
3. Student Tutor Center Supervisor

GROUP H

1. High School Club Advisors (FBLA, VICA, DECA, International) Freshman, Sophomore, Junior, Senior Class Advisors
2. National Arts Honor Society
3. LETRS
4. Brain Bowl Advisor
5. Middle School (6th grade) Football, Volleyball, Basketball, Softball - (limited to step 1 only)
6. ~~Middle School (6th grade) Softball, Track (1/2 of step 1 amount)~~
7. National Honor Society Advisor, High School
8. Model United Nations Advisor, High School
9. Science Bowl Advisor, High School and Middle School
10. Math Bowl Advisor, High School
11. Mock Trials Advisor, High School
12. Academic Scavenger Hunt, High School and Middle School
13. ~~Dean of Students, Middle School~~
13. Affinity Group Advisor~~, K-12~~

GROUP I

1. Advisors of Activities which are voluntary and principal-approved
2. M.S. Outdoor School Advisors (10 hr./week)

NOTE:

1. Middle School team leaders receive .078 of ~~employee~~ the Extra Duty Schedule base salary.

   High School department heads with 10 or more employees = .065 of ~~employee~~ the Extra Duty Schedule base salary, with 5 to 9 employees = .058 of ~~employee~~ the Extra Duty Schedule base salary.

2. Individuals in Group I will be paid in accordance with Article 10.

3. Professional Learning Community Leaders receive .066% of ~~employee~~ the Extra Duty Schedule base salary.

4. Elementary Affinity Group Facilitators shall be paid the hourly equivalent of Step 1/Column 1 of the Licensed Salary Schedule for two hours monthly for preparing and facilitating the group. More than two hours worked and paid per month must receive prior administrator approval.

5. The rate of pay for Community-Based Instruction Tutors shall be 1.5 times the hourly equivalent of BA Step 1. If a student is a "no show" to a tutoring session, the tutor shall be paid for thirty-minutes.

6. All members who elect to perform non-professional duties (i.e. bus chaperones, ticket sales, crowd control, dance supervision, game help, grading/reading support, etc.) shall be paid minimum wage plus three dollars ($3.00) per hour worked provided the duty is performed outside the member's normal workday.

INCREMENT ADVANCEMENT SALARY SCHEDULE FOR EXTRA DUTY ASSIGNMENTS:

1. The entire schedule is based upon the entry level of the salary schedule for a beginning member ~~employee~~ for District licensed staff.

2. Any newly hired or presently assigned personnel can be placed at any level higher than the minimum depending upon the person's experience.

3. Advancement on this schedule is not automatic. Extra duty assignments are for one school year only and must be renewed each year.

4. Licensed personnel shall be notified when advanced on the extra duty schedule.

NEW HIRE MENTOR PROGRAM

1. The purpose of the Ashland School District New Hire Mentor Program is to provide certified staff, new to the District, with a point person who has District and site-specific experience and knowledge. The Mentor makes introductions and connects the new hire to needed resources and procedures, with the goal of easing their transition. A complete list of expectations can be found in the New Hire Mentor job description. While the Mentor is not responsible for training or evaluating the new hire's job performance, Mentors may provide assistance and feedback to the new hire if asked.

2. Members with a minimum of three full years of experience, with at least two years at their current school site, are eligible to apply to be a mentor.

3) If possible, Mentors will meet with their mentees during New Hire Orientation. If not possible, Mentors will meet with their mentees during in-service week.

4) Mentors are responsible for providing targeted support through daily onsite support and frequent face-to-face check-ins. While there will be an increased need for mentoring in

the first weeks of the school year, the mentor will meet with the new member regularly throughout the school year to offer assistance and support.

5) Mentors will receive a $1,000 stipend per mentee.

6) ~~If a member who is not new to the District is in need of a mentor, the need shall be brought to the Contract Maintenance Committee for discussion and consideration.~~

~~EXTRA DUTY COMMITTEE~~ CREATION OF NEW POSITIONS AND/OR MOVEMENT OF EXTRA DUTY PLACEMENTS

~~Each year, an Extra Duty Committee shall be seated.~~ Staff members may submit proposals for creating new extra duty positions or for movement of extra duty placements to Contract Maintenance ~~the committee~~ for consideration. ~~Recommendations from the Extra Duty Committee shall be brought to the Contract Maintenance Committee for consideration.~~ Any added positions or movement on the extra duty schedule shall be memorialized in a Memorandum of Agreement and approved through the process identified in Article 32.

Extra Duty Schedule ~~for 2026-2028~~

~~2024-2025~~ ~~2026-2027~~ Base Salary = $51,806 ~~The same as the 2023-2024 base = $47,410~~
~~2025-2026~~ ~~2026-2027 Base = $51,806 The same as the 2023-2024 base = $47,410~~

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GROUP A	(15.5%)	(16%)	(16.5%)	(17%)	(17.5%)
GROUP B	(11%)	(11.5%)	(12%)	(12.5%)	(13%)
GROUP C	(9.5%)	(10%)	(10.5%)	(11%)	(11.5%)
GROUP D	(8.5%)	(9%)	(9.5%)	(10%)	(10.5%)
GROUP E	(7.5%)	(8%)	(8.5%)	(9%)	(9.5%)
GROUP F	(5.5%)	(6%)	(6.5%)	(7%)	(7.5%)
GROUP G	(4%)	(4.5%)	(5%)	(5.5%)	(6%)
GROUP H	(2%)	(2.5%)	(3%)	(3.5%)	(4%)

Extended Pay for Post-Season Activity

A. Coaches listed in Appendix B will be paid an additional stipend for participating in post season OSAA and other state sanctioned competition(s) at 2%/day of the coach's extra duty salary for practice/event days to a maximum of 10%/week. This extended pay will start with the second week of post-season play/activity.

B. Non-athletic advisors listed in Appendix B (i.e., rally, band, etc.) will be paid an additional stipend for participating in post season OSAA and other state sanctioned athletic competition(s) at 2%/day of the advisor's extra duty salary for practice/event days to a maximum of 10%/week. This extended pay will start with the second week of post-season play.

C. Non-athletic advisors as listed in Appendix B involved in an extended season activity as established through competition will be paid at 2%/day of the advisor's extra duty pay up to one week's equivalent maximum of 10% for one week per year.

D. The number of coaches/advisors per team that will be eligible for extended pay will be determined by the building principal and/or the athletic director.

E. This section will have full force and effect as long as funds are available.

APPENDIX C – Unpaid Leaves of Absence Request

Ashland School District

NAME_____DATE_____

SCHOOL_____JOB ASSIGNMENT_____

YEARS IN DISTRICT_____

PREVIOUS LEAVES GRANTED_____

TYPE OF UNPAID LEAVE REQUESTED_____

_____

EXPLANATION_____

_____

EFFECTIVE DATE OF LEAVE_____EXPECTED DATE OF RETURN_____

~~Appendix D – Class Size and Composition Help Form~~

~~**NAME** _____ **SCHOOL** _____~~

~~**CLASS** _____ **DATE** _____~~

~~Circle primary concern: Class Size Composition~~

~~Circle purpose: Action Item Information Only~~

~~Complete items 1 and 2 and schedule a meeting with your administrator~~

~~1) Describe the Multi Tiered Systems of Support you have in your classroom for behavior and academics. What challenges are you or your students experiencing?~~

~~2) Describe your class:~~

3 a) Is there a significant discrepancy between this class's size and composition and other classes in this grade level? Y N

If there is a verified discrepancy, move on to #3 b

3 b) With your administrator, indicate new remediation efforts including strategy, timeline, and date for review of remediation effort. One or more of the following will be utilized: (* = cost neutral)

1) Refer students to a Student Services Team *
2) Consider a change in a students' class placement *
3) Reallocate educational assistant time as appropriate or needed *
4) Consult with the Child Development Specialist, counselor, or other appropriate personnel *
5) Discuss with parents local options for outside agency support*
6) Paid or release time to prepare for conferences or work on classroom planning or organization
7) Utilize TOSA's or mentor teachers for teacher support
8) Consider alternative curricula for intervention that better fits the needs of the class
9) Re-structure instructional blocks to better fit the needs of the students*
10) Conduct functional behavior assessments and create behavior support plans for students with behavioral needs
11) Teacher attends professional development opportunities to develop strategies that would fit the needs of the class
12) Release time to observe and consult with other exemplar grade alike teachers
13) Approach community resources for volunteer support (SOU, Rotary, Kiwanis, parents/family members)
14) Other _____

3 c) Describe strategy selected:

Strategy Selected	Dates & Times Implemented	Outcome

4) Please note the numbers below: (Students may qualify in more than one category)

Total # of Students: _____ IEP: _____

~~Behavioral Plans: _____ TAG: _____~~

~~504: _____ ELL: _____~~

~~ACES: _____~~

~~Students at academic risk _____~~

~~Site Based students mainstreaming: _____~~

~~Students with medical protocol needs: _____~~

~~Other (please describe):~~

~~_____~~

~~_____ _____~~

~~Administrator's Signature Employee's Signature~~

NOTE: Administrator will submit copies of the completed form to the AEA Building Representative and the Human Resources Director.

Appendix D Contract Maintenance Form

When possible, forms will be shared four (4) business days prior to meetings.

Subject to be considered and rationale:

Article and Section of Contract (if applicable):

Possible solutions:

Is there additional information or data needed for the Committee to respond to this issue?

Appendix E – Prep Time Problem Solving & Help Form

NAME _____ **SCHOOL** _____

CLASS _____ **DATE** _____

Circle primary concern/s: Number of Preps Timing of Preps

Circle purpose: Action Item Information Only

Complete items 1 and 2 and schedule a meeting with your administrator

1) List your class schedule.

2) Describe any unique preparation needs for any of the classes you teach.

3) Describe the difficulty:

3 a) Is there a significant discrepancy between your number of preps and the number of preps of other teachers in your department/class type? Y N

3 b) With your administrator, indicate new remediation efforts including strategy, timeline, and date for review of remediation effort. One or more of the following *will* be utilized: (* = cost neutral)

1) Consider a change in the placement of the class within the master schedule*
2) Consider taking a prep day with a sub to cover your class
3) Consider classified support for some tasks
4) Consider using a reader/grader to grade papers for the teacher
5) Consider support for strategies to manage existing schedule*
6) Other:_____

3 c) Describe strategy selected:

Strategy Selected	Dates & Times Implemented	Outcome

4) Please note the numbers below:

Total # of Students:_____ Average Class size: _____

_____ _____

Administrator's Signature Employee's Signature

NOTE: Administrator will submit copies of the completed form to the AEA Building Representative and the Superintendent.

June 18, 2026

Steve Mitzel, Executive Director of Operations
Ashland School District
885 Siskiyou Boulevard
Ashland, OR 97520

Re: Owner's Representative & Project Management Services for the Helman Elementary School Seismic Rehabilitation

Dear Steve,

HMK Company is pleased to propose Owner's Representative and Project Management services for the seismic rehabilitation of Helman Elementary School. The District has secured a State of Oregon Seismic Rehabilitation Grant Program award of $2,499,301 to strengthen the building so it protects students and staff during a major earthquake and serves the community after one. This proposal describes how HMK will manage the project from procurement through construction and grant closeout, protecting the District's interests at every step.

HMK knows this District and this work. We have managed four prior seismic rehabilitation projects for Ashland School District, two at Walker Elementary School and two at Ashland High School. That experience means we understand your facilities, your Board's expectations, and the reporting the grant program requires. We will apply the same disciplined approach to Helman Elementary: clear budgets, competitive public procurement, and tight schedule control so the work is completed with the least possible disruption to students and staff.

The critical first step is selecting the design engineer through a qualifications-based process so design can begin this fall and the project can bid in time for a spring 2027 construction start. We are ready to begin the design solicitation upon your authorization. Thank you for the opportunity to continue our work with Ashland School District.

David McKay

Chief Executive Officer, HMK Company

PO Box 3223 | 363 State Street, Salem, OR 97302 | 971.304.0677 | www.hmkco.org

1.0 Project Understanding

Ashland School District has secured a State of Oregon Seismic Rehabilitation Grant Program (SRGP) award to rehabilitate Helman Elementary School. The grant program, administered by Business Oregon through the Oregon Department of Emergency Management, funds seismic strengthening of schools and emergency buildings so they remain safe and usable after a major earthquake. The District plans to begin construction in the spring of 2027 and reach substantial completion in the fall of 2027. HMK Company will serve as the District's Owner's Representative and Project Manager for the full project.

1.1 Project Scope and Funding

The funded scope is the seismic rehabilitation of Helman Elementary School. The design engineer, selected by qualifications and contracted directly by the District, will define the structural strengthening scope and confirm the Maximum Allowable Construction Cost (MACC). HMK does not author technical scope. The summary below reflects the grant award and the planned delivery method. The design team will confirm final scope and cost.

Facility	Funded Scope	Delivery Method	Grant Award
Helman Elementary School	Seismic Rehabilitation	Design-Bid-Build	$2,499,301

2.0 Delivery Approach

HMK recommends delivering the construction through competitive Design-Bid-Build, the standard public procurement method for a defined seismic rehabilitation scope. Under this approach the District first selects a design engineer through a qualifications-based selection, as Oregon law requires for engineering services. The engineer prepares the construction documents. HMK then advertises the completed documents for competitive bid and recommends award to the lowest responsive and responsible bidder.

Because the construction value will exceed the formal competitive bid threshold, the work will be publicly advertised and bid. Design-Bid-Build keeps procurement straightforward and does not require the District to adopt a Finding of Fact. If the District later prefers an alternative method such as CM/GC or a cooperative contract, that method requires the Board to adopt a Finding of Fact through a public hearing process, which HMK would prepare and facilitate. For a defined seismic scope of this size, HMK recommends Design-Bid-Build.

3.0 Scope of Services

HMK will serve as Owner's Representative and Project Manager from procurement through closeout. Our services include the following.

3.1 A. Procurement and Solicitation Management

- **Design Engineer Selection.** We will prepare and advertise the qualifications-based request for proposals, facilitate scoring and interviews, and recommend award of the design contract.
- **Regulated Materials Survey.** We will solicit a hazardous and regulated materials survey so abatement, if any, is identified and scoped before bidding.
- **Construction Solicitation.** We will assemble the Division 0 and Division 1 bid documents, advertise the invitation to bid, conduct the pre-bid meeting and addenda, run the public bid opening, and recommend award to the lowest responsive and responsible bidder.

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3.2 B. Budget and Financial Management

- **Project Budget and MACC.** We will build and maintain a comprehensive project budget and track the Maximum Allowable Construction Cost against the grant award and District funds.
- **Invoice and Pay Application Review.** We will review design and contractor invoices and pay applications for accuracy and conformance before recommending payment.
- **Financial Reporting.** We will provide regular financial reporting reconciled to the District's general ledger.

3.3 C. Schedule Management

- **Master Project Schedule.** We will develop and maintain a master schedule from procurement through closeout and report progress against it.
- **Construction Schedule Oversight.** We will review the contractor's baseline schedule and look-aheads and flag delays early so the summer completion date is protected.

3.4 D. Design Phase Management

- **Design Coordination.** We will coordinate the design team across the schematic design, design development, and construction document milestones.
- **Cost Reconciliation and Value Engineering.** We will reconcile independent cost estimates at each milestone and lead value engineering to keep the project within budget.

3.5 E. Construction Administration

- **OAC Meetings.** We will hold weekly Owner, Architect, and Contractor meetings and issue minutes.
- **Site Observation.** We will observe the work on a regular basis and report progress and issues.
- **Change and RFI Management.** We will manage requests for information and change orders and advise the District before any commitment.
- **Pay Application Review.** We will review monthly pay applications against progress before recommending payment.

3.6 F. Grant Administration (SRGP)

- **Grant Reporting.** We will prepare the quarterly progress and financial reports the Seismic Rehabilitation Grant Program requires and manage reimbursement requests.

3.7 G. Project Closeout

- **Closeout and Substantial Completion.** We will manage the punch list, closeout documents, and substantial completion, and complete the grant closeout and final reimbursement.

4.0 Project Team

HMK will lead the project as Owner's Representative and Project Manager. David McKay will serve as Principal in Charge, providing executive oversight and continuity with the District's prior projects. Josh Whitaker will serve as Project Manager and will be the District's day-to-day point of contact, running procurement, design coordination, and construction administration. A Project Administrator and Project Accountant will support document control, financial reporting, and grant draws.

The design engineer and any specialty consultants will be selected by qualifications and contracted directly by the District. HMK will coordinate their work but does not contract or direct the design professionals.

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5.0 Proposed Project Schedule

The schedule works back from a spring 2027 construction start. The critical path runs through early selection of the design engineer so that design and bidding are complete before construction begins.

- **Design Engineer Selection.** July 2026 through September 2026.
- **Design (SD, DD, CD).** October 2026 through January 2027.
- **Bidding and Award.** February 2027 through March 2027.
- **Preconstruction.** March 2027.
- **Construction.** April 2027 through October 2027.
- **Closeout and Grant Closeout.** October 2027 through November 2027.

These dates are planning baselines. They depend on timely District decisions, Board authorizations, and the design team meeting its milestones.

6.0 Proposed Fee

HMK proposes a fixed fee, not to exceed $105,000, for Owner's Representative and Project Management services. This is a fixed-fee, not-to-exceed contract, not a time-of-effort contract. HMK will invoice monthly based on the percentage of the work completed, and total billings will not exceed $105,000. The estimated hours by role shown below support the fee; they are not the basis for billing. The not-to-exceed amount does not change without a written amendment.

6.1 Fee by Project Phase

The fee is phased across the two calendar years, with a three percent rate escalation applied to work performed in 2027. The phase fees below total the not-to-exceed amount.

Phase	HMK Services	Fee
Phase 1. Pre-Design & Solicitation	Design engineer selection, regulated materials survey, budget and MACC setup, master schedule, kickoff.	$14,475
Phase 2. Design Management	SD, DD, and CD reviews, MACC reconciliation, value engineering, invoice review.	$14,375
Phase 3. Bidding & Award	Bid document assembly, advertisement, pre-bid meeting, public bid opening, award recommendation.	$8,600
Phase 4. Construction Administration	Weekly OAC meetings, site observation, change and RFI management, pay application review, SRGP reporting.	$59,125
Phase 5. Closeout & Grant Closeout	Punch list, closeout documents, substantial completion, SRGP closeout and final reimbursement.	$8,425
Total Project Management Not-to-Exceed Fee		**$105,000**

6.2 Estimated Hours by Role

The hours below are estimates that support the not-to-exceed fee. They show how the fee is earned by role across the engagement.

Role	Rate	Est. Hours	Subtotal
2026: Procurement & Design			
Principal in Charge	$195.00	8	$1,560.00
Project Manager	$165.00	110	$18,150.00

PO Box 3223 | 363 State Street, Salem, OR 97302 | 971.304.0677 | www.hmkco.org

Project Administrator	$90.00	43	$3,870.00
Project Accountant	$90.00	12	$1,080.00
2026 Subtotal		**173**	**$24,660.00**
2027: Bidding, Construction & Closeout			
Principal in Charge	$200.85	19	$3,816.15
Project Manager	$169.95	393	$66,790.35
Project Administrator	$92.70	63	$5,840.10
Project Accountant	$92.70	42	$3,893.40
2027 Subtotal		**517**	**$80,340.00**
Total Estimated Labor		**690**	**$105,000.00**

6.3 Reimbursable Expenses

- **Printing and Reproduction.** Bid documents and project printing, billed at direct cost.

HMK does not bill mileage on Ashland School District projects. Reimbursable expenses are estimated at $1,000 for printing and reproduction and are billed in addition to the not-to-exceed fee.

7.0 Clarifications and Assumptions

This proposal is based on the following clarifications and assumptions.

7.1 Not Included in HMK's Fee

- Design professional fees. The District contracts the design engineer directly.
- Construction cost, including the contractor's work and the MACC.
- Permits, plan review fees, and system development charges.
- Materials testing and special inspection.
- Hazardous and regulated materials survey and abatement.
- Legal counsel.
- Owner's insurance.
- Any service beyond the scope identified in this proposal.

7.2 Assumptions

- The District provides timely decisions and Board authorizations.
- The design team is engaged on schedule and meets its milestones.
- Final scope and the MACC are confirmed by the design team.
- The fee is tied to this scope; changes are handled through a written amendment.
- Additional services, if requested, are added through a written amendment.

8.0 Relevant Project Experience

HMK has managed seismic rehabilitation projects for Ashland School District and across Oregon. The projects below reflect direct, recent experience with this District and this type of work.

Walker Elementary School Seismic Rehabilitation, Ashland, Oregon

Approximately $2,500,000 HMK Team: David McKay, Josh Whitaker

Two SRGP-funded seismic rehabilitation projects strengthening the building for life safety and post-earthquake use, delivered with the District.

Ashland High School Seismic Rehabilitation, Ashland, Oregon

Approximately $2,500,000 HMK Team: David McKay, Josh Whitaker

Two SRGP-funded seismic rehabilitation projects completed for the District, managed from procurement through grant closeout.

9.0 Closing

We appreciate the opportunity to continue our work with Ashland School District. The single move that protects the schedule is authorizing the design engineer solicitation now so design can begin this fall. HMK is ready to proceed upon your authorization.

David McKay

Chief Executive Officer, HMK Company

PO Box 3223 | 363 State Street, Salem, OR 97302 | 971.304.0677 | www.hmkco.org

HELMAN ELEMENTARY SCHOOL SEISMIC REHABILITATION

ASHLAND SCHOOL DISTRICT

FIXED FEE, NOT TO EXCEED

June 18, 2026

		2026											
Role	**2026 Rate**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Principal in Charge	$195.00							4	0	1	1	1	1
Project Manager	$165.00							22	14	22	18	18	16
Project Administrator	$90.00							19	6	12	2	2	2
Project Accountant	$90.00							4	0	2	2	2	2
	Hours							**49**	**20**	**37**	**23**	**23**	**21**
	FTE							0.28	0.11	0.21	0.13	0.13	0.12
Monthly Fee								$6,480	$2,850	$5,085	$3,525	$3,525	$3,195

		2027											
Role	**2027 Rate**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Principal in Charge	$200.85	1	1	1	3	2	2	2	2	2	2	1	
Project Manager	$169.95	16	22	14	47	47	47	47	47	47	43	16	
Project Administrator	$92.70	3	16	3	6	5	5	5	5	5	5	5	
Project Accountant	$92.70	3	0	0	4	5	5	4	4	4	5	8	
	Hours	**23**	**39**	**18**	**60**	**59**	**59**	**58**	**58**	**58**	**55**	**30**	
	FTE	0.13	0.22	0.10	0.34	0.34	0.34	0.33	0.33	0.33	0.31	0.17	
Monthly Fee		$3,476	$5,423	$2,858	$9,517	$9,316	$9,316	$9,224	$9,224	$9,224	$8,637	$4,125	

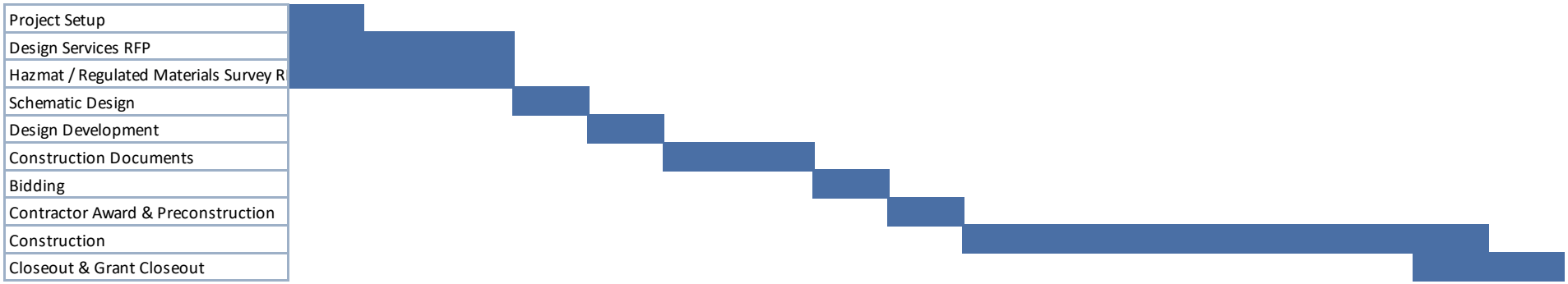
HELMAN ELEMENTARY SCHOOL SEISMIC REHABILITATION

ASHLAND SCHOOL DISTRICT · SCHEDULE DRIVEN FEE

2026-06-18

	2026						2027										
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Principal in Charge	4		1	1	1	1	1	1	1	3	2	2	2	2	2	2	1
Project Manager	22	14	22	18	18	16	16	22	14	47	47	47	47	47	47	43	16
Project Administrator	19	6	12	2	2	2	3	16	3	6	5	5	5	5	5	5	5
Project Accountant	4		2	2	2	2	3			4	5	5	4	4	4	5	8

PROJECT PHASES



HMK COMPANY

July 9, 2026

Steve Mitzel, Program Executive
Ashland School District
885 Siskiyou Boulevard
Ashland, Oregon 97520

Re: Ashland School District
Boiler Replacement Project
Ashland High School
Recommendation to Award Contract for Competitive Quotation

Dear Steve,

After careful review and consideration, HMK Company recommends that the Ashland School District award the contract to Rogue Boiler Works for the Boiler Replacement Project at Ashland High School in the amount of $92,725.00. This is a Competitive Quotation Procurement utilizing a signed proposal as contract.

Rogue Boiler Works is a firm of good reputation. The District is in compliance in awarding to Rogue Boiler Works.

We are requesting that the Ashland School District Board of Directors award the contract for the Boiler Replacement Project at Ashland High School to Rogue Boiler Works at the meeting on July 9, 2026, for the Not to Exceed Contract amount of $92,725.00.

If you have any questions, please do not hesitate to contact me to discuss.

Sincerely,

Joshua Whitaker

Joshua Whitaker
Regional Director
HMK Company

Att: Three Quote Comparison Form
Rogue Boiler Works Quote 1132

46 N Front Street, Suite 201, Medford, OR 97501 | 541.210.9845 | www.hmkco.org

Doc ID: 67259915a0f52faddd805feb7b062d91aad2fbed

Quote Comparison Form
Competitive Quotation

Competitive Quotation: ORS 279C.412 & ORS 279C.414
$25,000 - $100,000: Solicit 3 informal competitive price quotes. Need to keep records of the minimum of 3 contractor you contact. You do not have to receive 3 quotes and you don't have to award to low bid. Bid is awarded based upon bid that will serve the interest of the Owner. If not awarded to lowest provide brief findings on why contractor was selected.

Date:	06/01/2026	Quotes obtained by:	

Details and specifications of the work to be completed or the item(s) to be purchased:

Ashland School District, Ashland High School, Boiler Replacement

If written quotes were obtained, please retain them with this completed form, file in project file.

Company A		Company B		Company C	
CR Combustion, Inc.		Powley Plumbing, Inc.		Rogue Boiler Works	
Address:	562 Parsons Drive, #111 Medford, OR 97501	Address:	515 Market Street Klamath Falls, OR 97601	Address:	PO Box 809 Shady Cove, OR 97539
Total Price Quoted:	$ 103,660.00	Total Price Quoted	$ 125,600.00	Total Price Quoted	$ 92,725.00
Quoted By:	Craig Rutledge	Quoted By:	Casey Mest	Quoted By:	
Date Quoted:	05/19/26	Date Quoted:	05/27/26	Date Quoted:	05/29/26
Company Phone #:	(541) 944-5436	Company Phone #:	(541) 882-0364	Company Phone #:	(541) 613-5457
Written / Verbal:	Written	Written / Verbal:	Written	Written / Verbal:	Written

Comments pertinent to the quotes obtained or purchase requisition: (explain any special circumstances)

Doc ID: 67259915a0f52faddd805feb7b062d91aad2fbed

PO Box 809

Shady Cove, OR 97539

Phone (541) 613-5457
Fax (541) 734-5537
rogueboiler@outlook.com

5/29/2026 **Estimate #1132**

PO#

Customer: **Ashland School District**

Job Location: **High School Admin**

Services to Provided:

Remove Boiler #2 and replace with Lochinvar FTXL 1000 boiler with AHRI 98.3% Eff.. stainless steel fire tube condensing boiler. Reconfigure piping and exhaust. Start up and commission new boiler. Provide Oregon State boiler permit including inspection fees. Provide equipment training for maintenance personal. Disposal of boiler #2 for recycling.

Estimate Total. **$92,725.00**

50% Deposit before ordering materials.

25% Due upon delivery.

25% Due upon job completion.

Terms Net15

CSLB #1007364 **DIR #1000029463** **CCB #200332**

Doc ID: 67259915a0f52faddd805feb7b062d91aad2fbed

HMK COMPANY

June 30, 2026

Steve Mitzel, Program Executive
Ashland School District
885 Siskiyou Boulevard
Ashland, Oregon 97520

Re: Ashland School District
Carpet Replacement Project
Ashland High School
Recommendation to Award Contract for Competitive Quotation

Dear Steve,

After careful review and consideration, HMK Company recommends that the Ashland School District award the contract to Custom Crafted Floors, Inc., for the Carpet Replacement Project at Ashland High School in the amount of $79,774.00. This is a Competitive Quotation Procurement utilizing a signed proposal as contract.

Custom Crafted Floors, Inc. is a firm of good reputation. The District is in compliance in awarding to Custom Crafted Floors, Inc.

We are requesting that the Ashland School District Board of Directors award the contract for the Carpet Replacement Project at Ashland High School to Custom Crafted Floors, Inc. at the meeting on July 9, 2026, for the Not to Exceed Contract amount of $79,774.00.

If you have any questions, please do not hesitate to contact me to discuss.

Sincerely,

Joshua Whitaker

Joshua Whitaker
Regional Director
HMK Company

Att: Three Quote Comparison Form
Custom Crafted Floors, Inc. Quotes 299 and 300

46 N Front Street, Suite 201, Medford, OR 97501 | 541.210.9845 | www.hmkco.org

Doc ID: c5830003c8b8ece7425c8109a8ecdc17c00cf0a0

HMK COMPANY

Quote Comparison Form

Competive Quotation $10,000 - $100,000. ORS 279C.412 & ORS 279C.414
$10,000.00 - $100,000.00 Solicit 3 competitive quotes. Need to keep records of the minimum of 3 contractor you contact. You do not have to receive 3 quotes and you don't have to award to low bid. Bid is awarded based upon bid that will serve the interest of the district. If not awarded to lowest provide brief findings on why contractor was selected.

Date:	06/01/2026	Quotes obtained by:	Josh Whitaker

Details and specifications of the work to be completed or the item(s) to be purchased:

Approximately 10,000 sq ft of carpet tile in the Science/Library building at Ashland High school.

If written quotes were obtained, please retain them with this completed form, file in project file.

Company A		Company B		Company C	
Custom Crafted Floors		Fashion Floors		Rubensteins	
Address:	103 Windsor Way Central Point Or 97502	Address:	427 N. Riverside Ave Medford Or 97501	Address:	117 W Glenwood Rd, Medford Or 97501
Total Price Quoted:	$79,774	Total Price Quoted	No quote	Total Price Quoted	No quote
Quoted By:	Bart Patrick	Quoted By:	Debra Galieti	Quoted By:	Greg Rubenstein
Date Quoted:	5/18/2026	Date Quoted:	5/29/2026	Date Quoted:	5/30/2026
Company Phone #:	(541) 621-2800	Company Phone #:	(541) 779-0996	Company Phone #:	(541) 484-1101
Written / Verbal:	Written	Written / Verbal:	Written	Written / Verbal:	Written

Comments pertinent to the quotes obtained or purchase requisition: (explain any special circumstances)

Fashion Floors responded indicating that they were not interested in quoting the project and Rubenseins responded noting that they would not be able to perform the work in the scheduled timeframe (Summer 2026).

Doc ID: c5830003c8b8ece7425c8109a8ecdc17c00cf0a0

Custom Crafted Floors, Inc
103 Windsor Way,
Central Point, OR 97502-1860
CCB# 189830

Estimate

Date	Estimate #
5/18/2026	299

Name / Address

Ashland School Dist

Project

Description	Qty	Rate	Total
Demo and dispose of existing carpet in classrooms - 205, 206, 207, 208, 211, 213, 214, 215	7,635	1.15	8,780.25
Prep floors to receive new carpet tile. 1 skim coat to include saw cuts, minor blowouts 3/4" or less.	7,635	1.25	9,543.75
Install new carpet tile	7,635	1.45	11,070.75
Install new 4" black rubber base	1,120	1.50	1,680.00
Supply Mohawk Aladdin - #888 Special report carpet tile	7,635	3.30	25,195.50
Supply 4" rubber base	1,120	2.10	2,352.00
Supply Taylor Dynamic adhesive	8	150.00	1,200.00
		Total	$59,822.25

Doc ID: c5830003c8b8ece7425c8109a8ecdc17c00cf0a0

Custom Crafted Floors, Inc
103 Windsor Way,
Central Point, OR 97502-1860
CCB# 189830

Estimate

Date	Estimate #
5/18/2026	300

Name / Address

Ashland School Dist

Project

Description	Qty	Rate	Total
Demo and dispose of existing carpet in science building halls	2,365	1.15	2,719.75
Prep floors to receive new carpet tile. 1 skim coat to include saw cuts, minor blowouts 3/4" or less.	2,365	1.25	2,956.25
Install new carpet tile	2,365	1.45	3,429.25
Install new 4" black rubber base	720	1.50	1,080.00
Supply Mohawk Aladdin - #888 Special report carpet tile	2,365	3.30	7,804.50
Supply 4" rubber base	720	2.10	1,512.00
Supply Taylor Dynamic adhesive	3	150.00	450.00
		Total	$19,951.75

Doc ID: c5830003c8b8ece7425c8109a8ecdc17c00cf0a0

HMK COMPANY

July 9, 2026

Steve Mitzel, Program Executive
Ashland School District
885 Siskiyou Boulevard
Ashland, Oregon 97520

Re: Ashland School District
Gym Door Replacement Project
Walker Elementary School
Recommendation to Award Contract for Competitive Quotation

Dear Steve,

After careful review and consideration, HMK Company recommends that the Ashland School District award the contract to Bell Hardware for the Gym Door Replacement Project at Walker Elementary School in the amount of $80,238.00. This is a Competitive Quotation Procurement utilizing a signed proposal as contract.

Bell Hardware is a firm of good reputation. The District is in compliance in awarding to Bell Hardware.

We are requesting that the Ashland School District Board of Directors award the contract for the Gym Door Replacement Project at Walker Elementary School to Bell Hardware at the meeting on July 9, 2026, for the Not to Exceed Contract amount of $80,238.00.

If you have any questions, please do not hesitate to contact me to discuss.

Sincerely,

Joshua Whitaker

Joshua Whitaker
Regional Director
HMK Company

Att: Three Quote Comparison Form
Bell Hardware Quote

46 N Front Street, Suite 201, Medford, OR 97501 | 541.210.9845 | www.hmkco.org

Doc ID: 48d697b5cdfedd95245a0344f388a29ffb8e39c9

Quote Comparison Form
Competitive Quotation

Competitive Quotation: ORS 279C.412 & ORS 279C.414
$25,000 - $100,000: Solicit 3 informal competitive price quotes. Need to keep records of the minimum of 3 contractor you contact. You do not have to receive 3 quotes and you don't have to award to low bid. Bid is awarded based upon bid that will serve the interest of the Owner. If not awarded to lowest provide brief findings on why contractor was selected.

Date:	06/01/2026	Quotes obtained by:	

Details and specifications of the work to be completed or the item(s) to be purchased:

Ashland School District, Walker Elementary School, Gym Door and Hardware Replacement

If written quotes were obtained, please retain them with this completed form, file in project file.

Company A		Company B		Company C	
Bell Hardware		IML Security		Western Pacific	
Address:	1160 Knutson Medford, OR 97504	Address:	12687 Gateway Dr. S, Tukwila, WA 98168	Address:	501 Parsons Drive Medford, OR 97501
Total Price Quoted:	$ 80,238.00	Total Price Quoted	$ 19,516.10	Total Price Quoted	$ 33,691.00
Quoted By:	Dave Jones	Quoted By:	Trevor Braal	Quoted By:	
Date Quoted:	05/04/26	Date Quoted:	05/08/26	Date Quoted:	05/05/26
Company Phone #:	(541) 779-1520	Company Phone #:	(855) 688-6725	Company Phone #:	(541) 772-8818
Written / Verbal:	Written	Written / Verbal:	Written	Written / Verbal:	Witten

Comments pertinent to the quotes obtained or purchase requisition: (explain any special circumstances)

Bell Hardware was the only complete bid received. IML Security bid partial hardware scope only (no doors or install). Western Pacific bid for double door locations but not the remaining four single door locations and omitted installation. Therefore, Bell Hardware was the only qualifying bid received.

Doc ID: 48d697b5cdfedd95245a0344f388a29ffb8e39c9

BELL HARDWARE

Other Locations:
•Bend (541) 383-3942 •Eugene (541) 485-7211
•Klamath Falls (541) 882-7246 •Portland (503) 570-9610
•Salem (503) 566-7922 •Redding (530) 221-8132

1160 Knutson
Medford, OR 97504
(541) 773-7918
FAX (541) 779-1520

To: ASHLAND SCHOOL DIST
Fax:
Attn: DONNY / ROBBY
Phone:
Date 5-4-26
Freight:

We appreciate the opportunity to quote you and submit the following proposal to sell material listed for your consideration:

WALKER ELEMENTARY DOOR & HARDWARE REPLACEMENT

GYM DOUBLE DRS	**PER DOOR**	**$13,308.00**	4	$53,232
GYM SINGLE DRS	**PER DOOR**	**$7,091.00**	2	$14,182
MUSIC RM SINGLE DRS (REUSE EXT'G FRAME)	**PER DOOR**	**$6,412.00**	2	$12,824
				$80,238

***APPROXIMATE LEAD TIME 6-8 WKS**

1. **FINAL KEYING BY OTHERS**
2. **INCLUDES ¼" TEMP GLASS**
3. **INCLUDES DEMO / REMOVAL OF EXISTING FRAMES, DOORS, & HARDWARE**
4. **INCLUDES FRAMING / TRIM FOR FRAMES**
5. **EXCLUDES REMOVAL OF ELECTRICAL EXIT SIGNS & OTHER ELECTRICAL ITEMS**
6. **EXCLUDES PAINTING**

PRODUCTS –

1. **14GA HM FRAME WITH HIGH FREQ HINGE REINF**
2. **16GA HM DOOR WITH HIGH FREQ HINGE REINF GLASS INSTALLED**
3. **HVY WT BALL BEARING HINGES (CONTINUOUS HINGE @ MUSIC RM)**
4. **VON DUPRIN 99 PANICS WITH INDICATOR CYLINDER DOG ON ACTIVE LEAF**
5. **LCN 4040XP SH CUSH CLOSERS**
6. **KICKPLATES**
7. **KEYED REMOVEABLE MULLION**
8. **DOOR BOTTOMS – ADA RUBBER RAMP - GASKET**

Respectfully Submitted:

Accepted per our Standard Terms and Conditions Applying To All Sales as follows:

Name: Title:
Company: Date:

Doc ID: 48d697b5cdfedd95245a0344f388a29ffb8e39c9

HMK COMPANY

July 9, 2026

Steve Mitzel, Program Executive
Ashland School District
885 Siskiyou Boulevard
Ashland, Oregon 97520

Re: Ashland School District
Fire Alarm Upgrade Project
Ashland Middle School
Recommendation to Award

Dear Steve,

After careful review and consideration, HMK Company recommends that the Ashland School District award the contract to Sentinel Technology, LLC for the Fire Alarm Upgrade Project at Ashland Middle School in the amount of $144,400.00. This is a Sole Source procurement utilizing a signed proposal as Contract.

Sentinel Technology, LLC is a firm of good reputation. The District is in compliance in awarding to Sentinel Technology, LLC.

If you have any questions, please do not hesitate to contact me to discuss.

Sincerely,

Joshua Whitaker

Joshua Whitaker
Regional Director
HMK Company

Att: Three Quote Comparison
Sentinel Technology, LLC Quote 260429-108

46 N Front Street, Suite 201, Medford, OR 97501 | 541.210.9845 | www.hmkco.org

Doc ID: dc08c7188b0fa5bdd4609703ede870a6ac636597

Quote Comparison Form
Competitive Quotation

Competitive Quotation: ORS 279C.412 & ORS 279C.414
$25,000 - $100,000: Solicit 3 informal competitive price quotes. Need to keep records of the minimum of 3 contractor you contact. You do not have to receive 3 quotes and you don't have to award to low bid. Bid is awarded based upon bid that will serve the interest of the Owner. If not awarded to lowest provide brief findings on why contractor was selected.

Date:	07/01/2026	Quotes obtained by:	

Details and specifications of the work to be completed or the item(s) to be purchased:

Ashland Middle School, Silent Knight fire alarm upgrade.

If written quotes were obtained, please retain them with this completed form, file in project file.

Company A		Company B		Company C	
Sentinel Technology		Point Monitor		Johnson Controls	
Address:	6475 Crater Lake Hwy Central Point, OR 97502	Address:	5530 Table Rock Road Central Point, OR 97502	Address:	588 Parsons Drive Medford, OR 97501
Total Price Quoted:	$ 144,400.00	Total Price Quoted	$ 90,985.00	Total Price Quoted	$ 0.00
Quoted By:	Enita Geiger	Quoted By:	Nethanial Liles	Quoted By:	Matt Taylor
Date Quoted:	04/29/26	Date Quoted:	06/24/26	Date Quoted:	05/28/26
Company Phone #:	(541) 773-8551	Company Phone #:	(541) 210-8738	Company Phone #:	(458) 220-8932
Written / Verbal:	Written	Written / Verbal:	Written	Written / Verbal:	Declined To Quote

Comments pertinent to the quotes obtained or purchase requisition: (explain any special circumstances)

Sentinel Technology was the only quote received that was complete and prior to the established deadline for submittal. Point Monitor submitted the quote after the deadline, the quote did not cover the full scope of the project (missing one of the three levels of the building) and the extent of the systems (number of devices) was significantly reduced from what was requested or desired. Johnson Controls opted not to bid the project.

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ESTIMATE

Sentinel Technology, LLC.
6475 Crater Lake Hwy
Central Point, OR 97502

egeiger@sentinelsg.com
+1 (541) 773-8551
www.sentinelsg.com

ASHLAND SCHOOL DISTRICT:ASHLAND MIDDLE SCHOOL-GYM

Bill to
ASHLAND MIDDLE SCHOOL-GYM
885 SISKIYOU BLVD.
ASHLAND, OR 97520

Ship to
ASHLAND MIDDLE SCHOOL-GYM
100 WALKER AVE
ASHLAND, OR 97520

Estimate details
Estimate no.: 260429-108
Estimate date: 04/29/2026
Expiration date: 05/31/2026

Account #: 3011-0506

Description	Amount
FIRE SCOPE: Sentinel Technology can provide parts and labor to design and install a code compliant fire system to tie into the Main Middle School SK-6820EVS fire panel. INCLUDES: Demo and removal of old devices and wire not needed; Engineer & AHJ approved Design, updated prints, submittals, all listed fire cabling and devices, programming, training, functional testing and monitoring. EXCLUDES: Conduit and 120V by electrician, Elevator device testing and programming by elevator tech, fire watch if needed, Additional device required by AHJ or found during work that were not on the print provided, integration with other system will require a change order if needed, drywall repairs if needed.	
Parts and Labor estimated totals: QTY PART NUMBER DESCRIPTION 5 SK-EVS50W Silent Knight Voice Evacuation Amplifier Module 2 SK-6860 & RA100TR Remote Annunciator 2 SK- 6815 SLC Loop Expander for SK Devices 5 HSP-PS6 6A intelligent POWER SUPPLY with remote charger 5 DTK-120HWLOK 120VAC Surge Protective Device with Lockout Kit 10 BATTERIES UB1280 53 SK-PHOTOW Photoelectric Smoke Detector - White 4 SK-HEAT ROR W Addressable Rate of Rise Heat Detector 2 SK-PULLDA Addressable Dual Action Pull Station 4 SK-Duct Duct Detector 15 SK-MONITOR Addressable Input Monitor Module 30 SK-RELAY Relay Module 78 SPSRLED Wall-Mount Speaker Strobe - Red LED 78 SBBSPRL back box speaker strobe 12 SRLED wall strobe LED 8 SF-9708R Horn/Strobe/Speaker Damage Stopper®, Surface Mount 180 Cover plates for devices removed during demo and not needed 1000' 14/2 Solid FPLR Red 2000' 18/2 Solid FPLR Red 5000' 18/2 Solid Shielded FPLR Red	$144,400.00

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Total	**$144,400.00**
Expiry date	05/31/2026

Accepted date	**Accepted by**

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