AGENDA

Southern Oregon Education Service District BOARD OF DIRECTORS REGULAR MEETING

6:00 PM – Wednesday, September 17, 2025 SOESD Administration Office 101 North Grape Street, Medford OR 97501

TO ATTEND VIRTUALLY:

Join by computer: https://soesd.zoom.us/j/91948145151

Join by phone: +1 669 900 6833 Meeting ID: 919 4814 5151



1. Preliminary

- A. Call to Order/Roll Call
- B. Land Acknowledgment
- C. Pledge of Allegiance
- D. Comments from Representatives of the Associations
- E. *Requests to Address Agenda Items

2. Consent Agenda

- A. Approval of Agenda
- B. Approval of Minutes
- C. Personnel Report
- D. Financial Report

3. Communications

- A. SOESD Superintendent's Report
- B. Student Focal Groups Presentation

4. Business Affairs

- A. Phoenix Reconstruction Update Presentation
- B. Contract for Ramsey Building Remodel
- C. Contracts with Staffing Services

5. Administration

- A. Approval of Collective Bargaining Agreement with OSEA Chapter 104
- B. Appointment of Chief Financial Officer
- C. OSBA Legislative Committee Nomination
- D. OAESD Governance Council Nomination
- E. LGBTQIA2S+ Caucus Letter of Support
- F. Superintendent/Board Operating Agreement
- G. Superintendent Evaluation 2025 2026
- H. Superintendent's Goals
- SOESD Board Policy First Read

6. Miscellaneous

- A. Strategic Planning Committee Meeting September 30, 2025
- B. Next Regular Meeting: October 15, 2025, 6:00 PM, SOESD Administration Office
- C. OSBA Fall Regional Meeting, Monday October 20, 2025, Ashland Hills Hotel, 5:00 pm 8:00 pm
- D. OSBA Annual Convention Portland Marriott Downtown Waterfront, November 6 -8, 2025
- E. Mandatory Public Meeting Training for Board Members

7. Adjournment

*Members of the community will have the opportunity to provide public comment regarding a specific agenda topic during the preliminary portion of the meeting. If you wish to speak to a specific agenda item, complete the request form provided at this link by 12:00 noon on Wednesday, September 17, 2025: https://forms.gle/Q8PcUg9vdht89nXBA

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the Superintendent's office by contacting Liz Littleton, Southern Oregon ESD, 101 North Grape Street, Medford OR 97501 Phone: 541-776-8590 ext. 1116 Email: liz littleton@soesd.k12.or.us

ANNOTATED AGENDA

Southern Oregon ESD Board of Directors Special Meeting

SOESD Administration Office

101 North Grape Street, Medford, Oregon 6:00 PM – Wednesday, September 17, 2025

1. Preliminary

- A. Call to Order/Roll Call
- B. Land Acknowledgment

Southern Oregon Education Service District and the areas in which we serve are located within the ancestral homelands of the Shasta, Takelma, Latgawa, Klamath, Modoc, and the Yahooskin-Paiute peoples who lived here since time immemorial. The full text of SOESD's land acknowledgement can be read on the SOESD website at this link: https://www.soesd.k12.or.us/equity/.

- C. Pledge of Allegiance
- D. Comments from Representatives of the Associations
- E. Requests to Address Agenda Items

2. Consent Agenda

- A. Approval of Agenda
- B. Approval of Minutes:
 - Organizational Meeting, July 16, 2025
 - Special Meeting Board Retreat, August 18, 2025
- C. Personnel Report

New Licensed Hires for Approval

Administration recommends offers of employment contracts for the 2025-26 academic year to:

- James Taylor, El Specialist I
- Shelby Moffitt, School Improvement Specialist
- D. Financial Report

The financial report for the period ending August 31, 2025, is included for your review.

PROPOSED ACTION: Move to approve all items on the consent agenda.

3. Communications

A. SOESD Superintendent's Report

The Superintendent's Report is included for your review.

B. Student Focal Groups Presentation

The Student Focal Groups Presentation is provided as a separate email attachment.

4. Business Affairs

A. Phoenix Reconstruction Update Presentation

The Phoenix Reconstruction Update Presentation is provided as a separate email attachment.

B. Contract for Ramsey Building Renovation Project

HMK Company recommends the board award a contract to Vitus Construction, Inc. for the Ramsey Avenue Renovation Project at the Grants Pass Campus in an amount not to exceed \$1,043,807.00. HMK Company's letter of recommendation is provided as a separate email attachment for your review. A representative from HMK will be in attendance to provide further information and answer your questions.

PROPOSED ACTION: Move to award a contract to Vitus Construction, Inc. not to exceed \$1,043,807.00 for the Ramsey Avenue Renovation Project.

C. Contracts for Staffing Services

Administration requests board approval to enter into agreements for the 2025-2026 school year for staffing services as detailed in the table below. Southern Oregon ESD (SOESD) utilizes contractors to provide special education supports and services when necessary to meet the requirements of our contracts with the Oregon Department of Education (ODE) and our component districts. While contracting allows us to ensure continuity of services for students, SOESD is committed to building a stable and consistent workforce. We continuously recruit for these positions with the goal of hiring and retaining permanent staff whenever possible.

Staffing Service	Position	FTE	Not to Exceed
Blazerworks	Virtual School Psych	4.0	\$1,000,000.00
	Autism Specialist	.5	
	Speech/Lang Interpreter	4.0	
Amergis	Special Education Teacher	3.0	\$800,000.00
	Autism Consultant	2.0	
	Occupational Therapist	1.0	
	EMT Instructor	.5	

PROPOSED ACTION: Move to approve entering into agreements for staffing services not to exceed the amounts presented.

5. Administration

A. Approval of Collective Bargaining Agreement between Southern Oregon ESD and Oregon School Employees Association (OSEA) Chapter #104

A tentative agreement has been reached with the classified association to settle the 2025-2027 Collective Bargaining Agreement. Administration requests the Board's approval of the Collective Bargaining agreement. The agreement is included as a separate email attachment for your review prior to the meeting.

PROPOSED ACTION: Move to approve the 2025-2027 Collective Bargaining Agreement between Southern Oregon ESD and OSEA Chapter 104.

B. Appointment of Chief Financial Officer

On June 18, 2025 the Board appointed then District Controller Jeanetta Woodside to serve as the Acting Chief Financial Officer (CFO). Administration now recommends that Jeanetta Woodside be appointed the district's Chief Financial Officer. Superintendent Angle-Hobson will provide more information and answer any questions you have during the meeting.

PROPOSED ACTION: Move to appoint Jeanetta Woodside as CFO.

C. Nominations for OSBA Legislative Policy Committee

There are OSBA Legislative Policy Committee (LPC) seats up for election this year. Serving on the LPC offers board members a chance to influence education policy at the state and federal levels, represent their region's interests, and build leadership experience. Members attend meetings, review legislative proposals, and help shape OSBA's advocacy efforts. Board members interested in running for Southern Region #5 must be nominated through official board action. Please notify Chair Mannenbach in advance of the meeting if you wish to be considered. Nomination materials are due to OSBA by 5 p.m. on Tuesday, September 30, 2025. A summary of LPC duties is available on the OSBA website. https://osba.org/legislative-policy-committee/

PROPOSED ACTION: Move to nominate ______ for the OSBA Legislative Policy Committee, Southern Region #5.

D. Nominations for OAESD Governance Council

The OAESD Governance Council consists of the Superintendent and a Board representative from each member ESD. The SOESD Board representative seat is currently vacant. The Governance Council meets four times a year. Agendas are published in advance of each meeting, and each ESD gets a single vote on any matters requiring action. Occasionally, the Governance Council may conduct surveys on time-sensitive matters that require the Association's attention. In some ESDs, the Board representative to the Governance Council provides regular reports on OAESD activities to the rest of the board. Please notify Chair Mannenbach in advance of the meeting if you wish to be considered.

PROPOSED ACTION: Move to nominate ______ for the OAESD Governance Council.

E. LGBTQIA2S+ Caucus Letter of Support

The mission of the LGBTQIA2S+ Caucus is to promote quality education for all students with an emphasis on the unique needs of LGBTQIA2S+ students, staff, and board members. This caucus will serve as a resource and leadership body within OSBA, helping to guide initiatives that support LGBTQIA2S+ communities in Oregon schools. A proposed letter of support is attached as a separate email for your review prior to the meeting.

PROPOSED ACTION: Move to approve the letter of support for the LGBTQIA2S+ Caucus as [presented/revised].

F. Superintendent/Board Operating Agreement

The Board and Superintendent reviewed and drafted Operating Agreements during the Special Meeting – Board Retreat to strengthen collaboration and clarify roles. The proposed operating agreement is included as a separate email attachment for your review prior to the meeting. PROPOSED ACTION: Move to approve the Superintendent/Board Operating Agreement as presented.

G. OSBA Superintendent Evaluation and Targeted Feedback Survey Tool 2025 – 2026
The Board and Superintendent reviewed the OSBA Superintendent Evaluation and Targeted
Feedback Survey tool during the Special Meeting – Board Retreat to consider it for adoption. The
proposed 2025-2026 Superintendent Evaluation Process and Timeline and the Scope of Work for
OSBA Services are provided as a separate email attachment for your information and review.

PROPOSED ACTION: Move to adopt the OSBA Superintendent Evaluation and Targeted Feedback Survey tool as the official evaluation instrument for the Superintendent.

H. Superintendent Goals

Superintendent Angle-Hobson will present his goals for 2025-2026 for your approval. The proposed goals are included as a separate email attachment for your review prior to the meeting.

PROPOSED ACTION: Move to approve the Superintendent Goals as presented.

I. First Reading of Proposed SOESD Board Policies

The policies listed below are provided as a separate email attachment and presented for first reading.

AC	Nondiscrimination and Civil Rights
AC-AR	Discrimination Complaint Procedure
BBF	Board Member Standards of Conduct
BBFC	Reporting of Suspected Abuse of a Child

CB Superintendent

CBC Superintendent's Contract

CBG Evaluation of the Superintendent
CCG Evaluation of Licensed Administrators

CCG Evaluation of Administrators

JFCEB Personal Electronic Devices

JFCEB-AR Request for Personal Electronic Devices Exception

KL Public Complaints

KL-AR (1) Public Complaint Procedure

6. Miscellaneous

- A. Strategic Planning Committee Meeting September 30, 2025
- B. Next Regular Meeting: October 15, 2025, 6:00 PM, SOESD Administration Office
- C. OSBA Fall Regional Meeting, Monday October 20, 2025, Ashland Hills Hotel 5:00 8:00 pm
- D. OSBA Annual Convention Portland Marriott Downtown Waterfront, November 6 -8, 2025
- E. HB 2805 (2023) requires all ESD and school board members to complete public meeting training once per term of office. The recording of OSBA's webinar provided on February 6, 2025 is available to board members through the OSBA/PACE membership portal. It is each board member's responsibility to ensure they complete the mandatory training at once per term.

7. Adjournment

Minutes in Brief SO

SOUTHERN OREGON EDUCATION SERVICE DISTRICT BOARD OF DIRECTORS ORGANIZATIONAL MEETING WEDNESDAY, JULY 16, 2025

Call to Order

The annual organizational meeting of the Southern Oregon Education Service District Board of Directors was held in the downstairs conference room of the SOESD administration office in Medford and by video/audio conference on Wednesday, July 16, 2025. Acting Chair Mannenbach called the meeting to order at 6:00 PM.

Bob Moore

Attendance

Board members in attendance: Board members absent:

Mary Barton Ariel Bloomer Brian Clark Jessie Hecocta Rhonda Lawrence Ana Mannenbach Rebecca Mueller Richie Owens

SOESD staff members in attendance: Mark Angle-Hobson, Superintendent

Ryan Aydelotte
Jessica Bach
Tom Bigboy
Karla Clark
Aaron Cook
Stephanie Cossey
Erin Green
Kylee Harrison
Liz Littleton

Ryan Swearingen Dawn Watson Jeanetta Woodside

Oath of Office

Superintendent Angle-Hobson administered the Oath of Office to Brian Clark (Zone 1), Rhonda Lawrence (Zone 2), Ariel Bloomer (Zone 5), Rebecca Mueller (Zone 6), Richard Owens (Zone 7), Mary Barton (Zone 8).

Election of Chair and Vice Chair

Election of Board Chair and Vice Chair

Presiding Chair Mannenbach opened nominations for members to serve as the Board Chair and Vice Chair for the 2025 – 26 and 2026 – 27 fiscal years.

 Member Mary Barton nominated Member Mannenbach for the position of Chair.

Member Mannenbach shared her board experience, including service with Southern Oregon Head Start, several nonprofits, four years on the Eagle Point School Board, and was elected to the SOESD board in 2019, serving as Vice Chair last year.

THERE BEING NO FURTHER NOMINATIONS, IT WAS MOVED BY MEMBER BARTON, SECONDED BY MEMBER LAWRENCE TO:

Elect Member Mannenbach as Board Chair.

MOTION CARRIED 8 – 0

Board Member	Yes	No
Member Mary Barton	Х	
Member Ariel Bloomer	Х	
Member Brian Clark	Х	
Member Jessie Hecocta	Х	
Member Rhonda Lawrence	Х	
Member Ana Mannenbach	Х	
Member Bob Moore	Absent	_
Member Rebecca Mueller	Х	
Member Richie Owens	X	

Presiding Chair Mannenbach opened nominations for members to serve as the Vice-Chair for the 2025 - 26 and 2026 - 27 fiscal years.

- Member Brian Clark nominated Member Hecocta for the position of Chair. Member Hecocta respectfully declined.
- Member Richard Owens self-nominated for the position of Vice-Chair

Member Owens gave an overview of his background and civic engagement. Mr. Owens emphasized the importance of having the voice of young people heard.

THERE BEING NO FURTHER NOMINATIONS, IT WAS MOVED BY MEMBER MUELLER, SECONDED BY MEMBER CLARK TO:

Elect Member Owens as Board Vice-Chair.

MOTION CARRIED 8 – 0

Board Member	Yes	No
Member Mary Barton	Х	
Member Ariel Bloomer	Х	
Member Brian Clark	Х	
Member Jessie Hecocta	Х	
Member Rhonda Lawrence	Х	
Member Ana Mannenbach	х	
Member Bob Moore	Absent	-
Member Rebecca Mueller	Х	
Member Richie Owens	Х	

Comments from Representatives of the Association

Ryan Aydelotte, representing the Classified Association, thanked administration for including classified staff in the CIO hiring process and the successful code review session. The union looks forward to future code reviews and bargaining sessions with the new superintendent.

Requests to Address Agenda Items

There were no requests to address agenda items.

Consent Agenda

The consent agenda consisted of the following items:

- A. Approval of Agenda
- B. Approval of Minutes:
 - June 18, 2025 Budget Hearing
 - June 18, 2025 Regular Meeting
- C. Personnel Report

IT WAS MOVED BY MEMBER CLARK, SECONDED BY MEMBER BARTON TO:

Approve all items on the consent agenda.

MOTION CARRIED 8-0

Board Member	Yes	No
Member Mary Barton	Х	
Member Ariel Bloomer	X	
Member Brian Clark	Х	
Member Jessie Hecocta	Х	
Member Rhonda Lawrence	X	
Member Ana Mannenbach	х	
Member Bob Moore	Absent	_
Member Rebecca Mueller	Х	
Member Richie Owens	Х	

Communications

A. Dawn Watson, OSBA Board Vice-President

Dawn Watson, OSBA Vice President and Region 5 Representative, introduced herself and explained her role as liaison to local boards. She shared her background as a Phoenix-Talent School Board member since 2013 and OSBA Board Director since 2020. Ms. Watson currently serves as Vice President and Acting President-Elect, and she is expected to become president in September. She emphasized the significance of OSBA's Board Chair Café sessions, highlighting their usefulness for problem-solving and peer support.

Ms. Watson announced an upcoming opening for the Legislative Policy Committee (LPC), with materials to be sent in August. She also mentioned a possible future opening on the OSBA Board of Directors. She encouraged board members to participate in OSBA caucus meetings, including the Rural Caucus, Color Caucus, and LGBTQIA2S+ Advisory Committee, which are all open and inclusive.

Ms. Watson pointed out OSBA's resources for both new and experienced board members, such as webinars and regional meetings addressing local challenges and policy issues. She invited members to contact her with questions or interest in leadership roles.

B. Superintendents Report

Superintendent Angle-Hobson shared his vision for a human-centered, people-first organization, rooted in relational leadership. Since his appointment, he has held individual meetings with board members, SOESD administrators, component district superintendents, staff, and partner organizations. He has also participated in bargaining prep and coordinated with OSBA on the upcoming board retreat and policy updates.

Site visits included State Street, Franquette, Ramsey, Grants Pass, and Winston. He emphasized the importance of connecting with students, highlighting his visits to Gilbert Creek's Family Fun Day, the Black Youth Summer Institute at SOU, and the Migrant Education Summer Program at White Mountain Middle School, noting that SOESD continues to support migrant programs across seven districts.

Administration

A. Approval of Assistant Superintendent Job Description
Superintendent Angle-Hobson recommended approving the Assistant
Superintendent job description, citing SOESD's size, program scope, and staffing needs. The restructure consolidates two director roles into a single Assistant
Superintendent position, designed to be cost-neutral and to enhance leadership continuity and program integration.

In response to board questions, Superintendent Angle-Hobson explained that responsibilities at the director level will be redistributed among coordinators, with one program manager promoted to coordinator and receiving adjusted compensation. Most coordinators will stay on the current salary scale.

Member Hecocta raised concerns about funding and its potential impact on the future workforce. Superintendent Angle-Hobson acknowledged the uncertainty in federal and state funding but confirmed that the position is financially sustainable and has been reviewed with Acting CFO Woodside. He also clarified that administrative roles do not require posting, and he plans to appoint Director Kylee Harrison to the position.

Vice Chair Owens asked Director Harrison about capacity and well-being. Director Harrison expressed confidence in managing the role, citing her experience and the strength of the team of coordinators. The board discussed decision-making processes. Superintendent Angle-Hobson confirmed that cabinet-level collaboration will continue under the new structure.

IT WAS MOVED BY MEMBER OWENS, SECONDED BY MEMBER CLARK, TO:
Approve the Assistant Superintendent job description as presented.
MOTION CARRIED 7 -0 -1 with 1 abstention

Board Member	Yes	No	Abstain
Member Mary Barton	Х		
Member Ariel Bloomer	Х		
Member Brian Clark	Х		
Member Jessie Hecocta			Х
Member Rhonda Lawrence	Х		
Member Ana Mannenbach	х		
Member Bob Moore	Absent	_	
Member Rebecca Mueller	Х		
Member Richie Owens	Х		

B. Approval of Licensed Administrator Salary Scale

Chief Human Resources Officer Ryan Swearingen provided updates to the administrative salary schedule, clarifying that the \$6,500 stipend applies only to licensed positions as per the collective bargaining agreement. The schedule includes 2% increases per step, based on experience, and 9% per column, based on role and responsibility. Two new columns for the Executive Director and Assistant Superintendent were added to align with comparable ESD compensation schedules and allow for future flexibility. The revised schedule reflects consistent calculations and maintains equity across roles.

IT WAS MOVED BY MEMBER MUELLER, SECONDED BY MEMBER OWENS TO:

Approve the licensed administrator salary scale as presented **MOTION CARRIED 8-0**

Board Member	Yes	No
Member Mary Barton	Х	
Member Ariel Bloomer	Х	
Member Brian Clark	Х	
Member Jessie Hecocta	Х	
Member Rhonda Lawrence	Х	
Member Ana Mannenbach	Х	
Member Bob Moore	Absent	_
Member Rebecca Mueller	Х	
Member Richie Owens	Х	

C. SOESD Organizational Structure for 2025 – 2026

Superintendent Angle-Hobson presented two organizational charts for the board's review, one reflecting the previous structure and the other incorporating the newly approved Assistant Superintendent role.

Superintendent Angle-Hobson explained the cost-neutral reassignment of responsibilities, including the creation of a Communications and Partnerships Coordinator. Assistant Superintendent Harrison clarified shared autism program duties and emphasized transparency in naming previously unlisted work. Staff feedback has been largely positive, with ongoing in-person meetings to support role transitions. Superintendent Angle-Hobson confirmed that the chart remains flexible and that assigning responsibilities is the superintendent's role.

IT WAS MOVED BY MEMBER MUELLER, SECONDED BY MEMBER OWENS

TO: Approve the new organizational chart as presented for 2025 – 2026. **Motion passed 7-0-1 with one abstention.**

Member Hecocta abstained, clarifying the decision was not due to disagreement but a desire to observe the structure's future direction, acknowledging its intentional design.

Board Member	Yes	No	Abstain
Member Mary Barton	Х		
Member Ariel Bloomer	Х		
Member Brian Clark	Х		
Member Jessie Hecocta			Х
Member Rhonda Lawrence	Х		
Member Ana Mannenbach	х		
Member Bob Moore	Absent	_	
Member Rebecca Mueller	Х		
Member Richie Owens	Х		

D. Organizational Items for 2025-2026

- District Clerk and Deputy Clerk The superintendent is charged by law to be named as clerk. We recommend that the Acting Chief Financial Officer be named as deputy clerk.
- 2. Safety Officer We recommend that the Board appoint the Acting Chief Financial Officer as the safety officer.
- 3. Budget Officer The superintendent-clerk should be designated as the district's budget officer.
- 4. Newspaper of Record Administration recommends that the <u>Grants Pass</u> Daily Courier be named the newspaper of record.
- 5. Mileage Reimbursement Rate for Staff and Board It has been Board practice to pay the IRS-approved rate. We recommend a continuation of this practice.
- 6. Authorization to Submit Grant and Contract Proposals It is necessary to respond quickly to grant and contract opportunities. We request that the Board continue to authorize the superintendent and the Acting CFO, in

- the superintendent's absence, to submit proposals for grants and contracts as well as accept awards during the 2025 2026 fiscal year.
- Authorization to Request Contract Funds We recommend that the Board continue its practice of authorizing the signatures of the superintendent or Acting CFO to request payments from funding sources.
- 8. Coordination of Americans with Disabilities Act We recommend that the Chief Human Resources Officer be named Section 504 / ADA coordinator.
- 9. Attendance Officer State law requires ESDs to designate an attendance officer. We recommend appointing the superintendent to serve in this role.
- 10. Board Attorney . It is requested that the board authorize the superintendent to seek specialized legal counsel, when deemed necessary, from the Hungerford Law Firm.
- 11. Auditor Per existing contract, Administration recommends that Isler Medford LLC serve as the district's auditor for 2025-2026.
- 12. Title IX Coordinator We recommend that the Chief Human Resources Officer be designated as the Title IX Coordinator.
- 13. Authorized Depositories of Funds We recommend two depositories of funds: First Interstate Bank for general operation, and the State of Oregon Local Government Investment Pool.
- 14. Local Contract Review It is recommended that the Southern Oregon ESD Board of Directors act as the district's Local Contract Review Board.
- 15. Identifying Purchasing Practices It is recommended that Southern Oregon ESD continue its practice of following the Attorney General's Model Public Contract Rules and ORS 279 pertaining to public contracting.
- 16. Insurance Agent of Record SOESD's Insurance Agent of Record is Lloyd Williamson, Protectors Insurance.

IT WAS MOVED BY MEMBER BARTON, SECONDED BY MEMBER BLOOMER TO:

Accept Administration's recommendations as presented for organizational items 1 through 16.

MOTION CARRIED 8-0

Board Member	Yes	No
Member Mary Barton	Х	
Member Ariel Bloomer	Х	
Member Brian Clark	Х	
Member Jessie Hecocta	Х	
Member Rhonda Lawrence	Х	
Member Ana Mannenbach	Х	
Member Bob Moore	Absent	_
Member Rebecca Mueller	Х	
Member Richie Owens	Х	

E. Studer Education Presentation - Vice President of Leader Coaching, Dr. Casey Blochowiak

Superintendent Angle-Hobson shared his history with Studer Education and the decision to partner with them for the agency's strategic planning process. Dr. Casey Blochowiak outlined Studer's focus on organizational excellence, highlighting their nine guiding principles and approach to aligning culture with strategy. The partnership will support the agency in revisiting its mission, vision, and values, as well as in developing strategic priorities with executive leadership involvement. In response to a question from Member Hecocta, Dr. Blochowiak noted the flexibility of the planning timeline and objectives.

F. Conditions of Employment: Confidential Employees and Non-Licensed Administration

CHRO Ryan Swearingen presented updates to the vacation policy for confidential and non-licensed administrators, shifting from an accrual model back to a front-loaded approach. This change addresses unintended consequences from the May update, including instances where employees had to take unpaid leave due to insufficient accrued time. Member Bloomer raised concerns about how front-loading could affect employees on medical or FMLA leave. CHRO Swearingen clarified the policy's flexibility and alignment with education laws, noting protections and options for leave stacking. Superintendent Angle-Hobson explained the definition of confidential employees and their role in bargaining and disciplinary processes.

IT WAS MOVED BY MEMBER HECOCTA, SECONDED BY MEMBER OWENS TO:

Approve the conditions of employment for confidential employees and non-licensed administrators as presented.

MOTION CARRIED 8-0

Board Member	Yes	No
Member Mary Barton	Х	
Member Ariel Bloomer	Х	
Member Brian Clark	Х	
Member Jessie Hecocta	Х	
Member Rhonda Lawrence	Х	
Member Ana Mannenbach	х	
Member Bob Moore	Absent	_
Member Rebecca Mueller	Х	
Member Richie Owens	Х	

G. Conditions of Employment: Licensed Administrators

IT WAS MOVED BY MEMBER HECOCTA, SECONDED BY MEMBER OWENS,

TO: approve the conditions of employment for licensed administrators as presented.

MOTION CARRIED 8 - 0

Board Member	Yes	No
Member Mary Barton	Х	
Member Ariel Bloomer	Х	
Member Brian Clark	Х	
Member Jessie Hecocta	Х	
Member Rhonda Lawrence	Х	
Member Ana Mannenbach	х	
Member Bob Moore	Absent	_
Member Rebecca Mueller	Х	
Member Richie Owens	Х	

H. Contracts for Services with Scholastic

Superintendent Angle-Hobson presented contracts with Scholastic, Play Works, and Laura Miltenberger to support professional learning and technical assistance under the Student Success Act. These services, included in the 2025–26 SOESD Local Service Plan, continue to be in demand across component districts. Administration requested approval to enter into an agreement with Scholastic for the 2025 – 2026 fiscal year, not to exceed \$150,00.00.

IT WAS MOVED BY MEMBER BARTON, SECONDED BY MEMBER OWENS TO:

Approve entering into an agreement with Scholastic at a cost not to exceed \$150,00.00.

MOTION CARRIED 8-0

Board Member	Yes	No
Member Mary Barton	Х	
Member Ariel Bloomer	Х	
Member Brian Clark	Х	
Member Jessie Hecocta	Х	
Member Rhonda Lawrence	Х	
Member Ana Mannenbach	х	
Member Bob Moore	Absent	_
Member Rebecca Mueller	Х	
Member Richie Owens	Х	

I. Contract for Services with Playworks

IT WAS MOVED BY MEMBER OWENS, SECONDED BY MEMBER CLARK TO:

Approve entering into an agreement with Playworks at a cost not to exceed \$160,00.00.

MOTION CARRIED 8-0

Board Member	Yes	No
Member Mary Barton	Х	
Member Ariel Bloomer	Х	
Member Brian Clark	Х	
Member Jessie Hecocta	Х	
Member Rhonda Lawrence	Х	
Member Ana Mannenbach	х	
Member Bob Moore	Absent	-
Member Rebecca Mueller	Х	
Member Richie Owens	Х	

J. Contract for Services with Laura Miltenberger

IT WAS MOVED BY MEMBER OWENS, SECONDED BY MEMBER CLARK TO:

Approve entering into an agreement with Laura Miltenberger at a cost not to exceed \$145,000.00.

MOTION CARRIED 8-0

Board Member	Yes	No
Member Mary Barton	X	
Member Ariel Bloomer	X	
Member Brian Clark	X	
Member Jessie Hecocta	Х	
Member Rhonda Lawrence	X	
Member Ana Mannenbach	х	
Member Bob Moore	Absent	_
Member Rebecca Mueller	Х	
Member Richie Owens	X	

Business Services

A. 2025 – 2026 SOESD Resolutions 1, 2, 3, and 4

Acting Chief Financial Officer Jeanetta Woodside explained these resolutions are presented annually and provide operational authority in the business areas.

IT WAS MOVED BY MEMBER BARTON, SECONDED BY MEMBER OWENS TO:

Adopt 2025 - 2026 SOESD resolutions 1, 2, 3, and 4.

MOTION CARRIED 8-0

Board Member	Yes	No
Member Mary Barton	X	
Member Ariel Bloomer	Х	
Member Brian Clark	Х	
Member Jessie Hecocta	Х	
Member Rhonda Lawrence	Х	

Member Ana Mannenbach	Х	
Member Bob Moore	Absent	_
Member Rebecca Mueller	Х	
Member Richie Owens	Х	

B. Authorization for Staff to Sign Checks

Administration recommended Mark Angle-Hobson, Jeanetta Woodside, and Liz Littleton be designated as authorized staff to sign checks during fiscal year 2025 – 2026. The ESD continues to use a facsimile signature for its accounts payable and payroll check runs. Superintendent Angle-Hobson's signature will appear on that facsimile.

IT WAS MOVED BY MEMBER MUELLER, SECONDED BY MEMBER BLOOMER TO:

Approve the recommendations of administration regarding persons authorized to sign checks during the 2025 – 2026 fiscal year.

MOTION CARRIED 8-0

Board Member	Yes	No
Member Mary Barton	Х	
Member Ariel Bloomer	Х	
Member Brian Clark	Х	
Member Jessie Hecocta	Х	
Member Rhonda Lawrence	Х	
Member Ana Mannenbach	Х	
Member Bob Moore	Absent	_
Member Rebecca Mueller	Х	
Member Richie Owens	Х	

C. Filing Budget Documents

Acting CFO Woodside reported that SOESD's 2025 – 2026 budget document had been filed with each of the assessors and clerks' offices in Jackson, Josephine, and Klamath Counties.

Miscellaneous

- A. OSBA Summer Board Conference, August 8-10, 2025, Salem, Oregon
- B. SOESD Board Retreat, August 18, 2025, Running Y Resort in Klamath Falls
- C. SOESD Back to School Celebration, August 22. 2025, Southern Oregon University
- D. Next Regular Meeting: September 17, 2025, 6:00 PM, SOESD Administration Office
- E. 2025 OSBA Annual Convention, Portland Marriott Downtown Waterfront, November 6-8, 2025

Adjournment

The organizational meeting of the SOESD Board of Directors adjourned at 8:44 PM.

Minutes in Brief SOUTHERN OREGON EDUCATION SERVICE DISTRICT

BOARD OF DIRECTORS SPECIAL MEETING - BOARD RETREAT

MONDAY, AUGUST 18, 2025

Call to Order A Special Meeting – Board Retreat of the Southern Oregon Education Service

District Board of Directors was held at the Running Y Resort in Klamath Falls, Oregon, and by video conference on Monday, August 18, 2025, at 9:00 AM.

Attendance Board members in attendance: Board members absent:

Mary Barton Bob Moore

Ariel Bloomer Brian Clark Jessie Hecocta

Rhonda Lawrence (Virtual attendance)

Ana Mannenbach Rebecca Mueller Richie Owen

SOESD staff members and guests in attendance:

Mark Angle-Hobson

Janet Avila-Medina – OSBA Board Development Specialist

Erin Green Liz Littleton

SOESD Board Janet Avila-Medina, OSBA Board Development Specialist, led the Board through a Training and training and development session covering Board Governance Essentials, the

Development Superintendent Evaluation Process, Board–Superintendent Operating

Agreements, and How to Run Effective Meetings.

Adjournment The Special Meeting – Board Retreat adjourned at 3:00 PM.

100	GENERAL FUND	BUDGET	EXPENDED	BALANCE	% SPT	REVENUE	% RECD
101	ADMIN/OPERATIONS	3,806,240.00	670,576.81	3,135,663.19	18%		
102	TECHNOLOGY MEDIA SERVICES	3,419,490.00	427,624.39	2,991,865.61	13%		
103	SPECIAL EDUC SERVICES	11,451,054.00	74,094.80	11,376,959.20	1%		
104	SPEECH	341,595.00	14,689.09	326,905.91	4%		
106	INTERPRETERS	2,424,766.00	35,839.69	2,388,926.31	1%		
107	PSYCHOLOGY	1,870,002.00	56,154.90	1,813,847.10	3%		
108	BRAILLIST	590,534.00	9,211.69	581,322.31	2%		
109	STEPS PLUS PROGRAM	2,383,784.00	72,742.30	2,311,041.70	3%		
110	OT / PT	713,611.00	11,470.00	702,141.00	2%		
112	SCHOOL IMPROVEMENT	384,841.00	15,833.74	369,007.26	4%		
113	REGIONAL/STATEWIDE INITIATIVES	183,628.00	30,615.17	153,012.83	17%		
114	CAREER/TECHNICAL ED	353,618.00	54,589.64	299,028.36	15%		
115	ENGLISH SECOND LANG	498,190.00	55,497.65	442,692.35	11%		
116	KLAMATH PROMISE/SO SUCCESS	77,211.00	52,706.75	24,504.25	68%		
117	AUDIOLOGY	205,002.00	1,764.89	203,237.11	1%		
118	AUTISM	841,572.00	35,831.22	805,740.78	4%		
181	STUDENT BEHAVIORAL HEALTH & WELLNESS	1,541,276.00	5,626.28	1,535,649.72	0%		
192	CARE	1,066,579.00	19,675.69	1,046,903.31	2%		
	TOTAL (100)	32,152,993.00	1,644,544.70	30,508,448.30	5%	6,558,743.33	20.40%
	August 31, 2024	30,267,771.00	1,688,261.99	28,579,509.01	6%	5,607,075	19%
	BOARD ACCOUNTS - 2310	BUDGET	EXPENDED	BALANCE	% SPT		
	340-BOARD TRAVEL	19,750.00	2,613.37	17,136.63	13%		
	342-OUT OF DISTRICT TRAVEL	-	-	-			
	351-TELEPHONE	565.00	-	565.00	0%		
	381-AUDIT	31,658.00	780.55	30,877.45	2%		
	382-LEGAL SERVICES	67,849.00	31,694.60	36,154.40	47%		
	388-ELECTIONS	33,906.00	-	33,906.00	0%		
	390-OTHER SERVICES	-	25.26	(25.26)	N/A		
	410-SUPPLIES	873.00	-	873.00	0%		
	640-DUES & FEES	50,224.00	-	50,224.00	0%		

	651-LIABILITY INS	6,782.00		6,782.00	0%		
	TOTAL BOARD ACCTS.	211,607.00	35,113.78	176,493.22	17%		
	=	DUDGET			0/		0/
210	SP REV -FEDERAL	BUDGET or AWARD EST	EXPENDED	BALANCE	% SPT	REVENUE	% RECD
0	SPECIAL REVENUE-FEDERAL	14,867,111.00	-		7%		0.82%
204	PERKINS BASIC 23-24		95,088.49	(95,088.49)		-	
205	PERKINS BASIC 24-25		33,837.52	(33,837.52)		420.00	
206	MIG SUMMER SCHL		167,531.08	(167,531.08)		198.97	
208	TITLE 1C MIG RSY 24-25		237,802.50	(237,802.50)		75,608.17	
209	TITLE 1C MIG RSY 23-24		54,318.79	(54,318.79)		48,512.48	
210	TITLE 1C-PRESCHL 23-24		30,131.55	(30,131.55)		10,870.31	
211	TITLE 1C PRESCHL 24-25		96.82	(96.82)		96.82	
212	DELINGUIENCY PREVENTION		20,325.46	(20,325.46)		(4.66)	
214 215	IDEA REGIONAL ESD TECHNICAL ASSISTANCE		45,563.70	(45,563.70)		15.92	
218	INDIAN EDUCATION SERVICES		96.82	(96.82)		-	
224	ED TECH CADRE		48.88	(48.88)		(2,166.00)	
226	SOESD NATIVE ARTS LESSONS & PD		50,788.93	(50,788.93)		-	
229	SPECIAL EDUCATIO-TECHNICAL ASSISTANCE		7,833.48	(7,833.48)		-	
234	EARLY LEARNING - FPS		569.59	(569.59)		-	
235	FAMILY SUPPORT SERVICES 23-25		13,905.82	(13,905.82)		(27,900.45)	
248	TITLE III CONSORTIUM 24-25		2,632.20	(2,632.20)		1,122.39	
261	CHILD CARE RESOURCE NETWORK 23-25		132,511.33	(132,511.33)		-	
262	FAMILY SUPPORT & CONNECTIONS		83,594.40	(83,594.40)		451.72	
272	EI/ECSE		40,162.53	(40,162.53)		-	
285	PERKINS RESERVE 23-24		2,922.66	(2,922.66)		-	
289	PERKINS RESERVE 24-25		2,136.27	(2,136.27)		(420.00)	
308	LTCT IDEA 619		14,433.22	(14,433.22)		10,350.98	
313 319	OCDD ESSER A3		18.68 5,000.00	(18.68)		5,000.00	
	<u>-</u>						
	TOTAL (210)	14,867,111.00	1,041,350.72	13,825,760.28	7%	122,156.65	1%
	August 31, 2024	15,654,757.00	1,335,854.22	14,318,902.78	9%	(33,495.89)	0%
		BUDGET or			%		%
290	SP REV -OTHER	AWARD EST	EXPENDED	BALANCE	SPT	REVENUE	RECD
0	SPECIAL REVENUE-OTHER	32,188,803.00					

700	SOAPP	-		15,433.59
701	ALUMBRA INNOVATION	6,015.30	(6,015.30)	24,116.63
703	SAFE SCHOOL CULTURE CONSTORTIUM	26,411.15	(26,411.15)	23,543.35
704	SO CAREER CENTER SUPPORT ACCT	104,147.72	(104,147.72)	(5,264.89)
717	PP COORDINATED ENROLLMENT	22,638.22	(22,638.22)	58.00
718	GYO GRANT	13,326.29	(13,326.29)	5,528.50
719	REGIONAL PILOT - ONLINE COURSE DELIVERY	50,259.16	(50,259.16)	4,811.17
720	TEACHER APPRENTICESHIP - TSPC	-	-	370.49
740	Black Equity Movement Award	142,678.83	(142,678.83)	88,376.13
753	ADV STEM INNOVATIVE PROGRAMMING	6,180.55	(6,180.55)	4,999.97
754	MEDIA LIBRARY SERVICES	5,326.62	(5,326.62)	(4,197.32)
755	INTEGRATED COMMUNITY PARTNERSHIP	-	-	3,705.68
756	SUMMER LEARNING GRANT	44,652.86	(44,652.86)	25,843.47
758	WESD DASHBOARD	687.21	(687.21)	687.21
759	FCCN	-	-	6,566.43
760	CPDP	-	-	7,983.12
762	CTE REVITALIZATION GRANT	-	-	47,000.00
767	SHA FAMILY SERVICES HUB	2,419.56	(2,419.56)	-
768	EMERGING REGIONAL STEM HUB	32,736.23	(32,736.23)	1,668.32
769	REGIONAL EDUCATOR NETWORK (SOREN)	79,055.39	(79,055.39)	8,536.09
770	LTCT ADDIONAL SERVICES	-	-	4,205.82
771	LGBTQ+SIA	63,089.67	(63,089.67)	63,023.72
774	PRESCHOOL PROMISE - COORDINATION	9,207.26	(9,207.26)	-
778	THREAT ASSESSMENT PROGRAM	-	-	(19,510.39)
781	CCRR SSA PSP ADMIN	34,727.84	(34,727.84)	-
782	CCRR SSA PSP COACHING	64,114.90	(64,114.90)	8,649.56
801	OREGON COMMISSION FOR THE BLIND	5,970.00	(5,970.00)	39,876.25
802	PROVIDENCE INNOVATION GRANT	13,450.00	(13,450.00)	96,025.00
803	ELH GRANTS/DONATIONS	103,064.08	(103,064.08)	188,819.41
807	PERS VARIANCE ACCOUNT	-	-	17,299.69
808	REGIONAL CAREER CENTER	1,213.64	(1,213.64)	75,000.00
810	SOTCE	1,000.00	(1,000.00)	82,149.84
811	SBHW	4,081.59	(4,081.59)	4,583.65
815	SOESD-SPEC ED SERVICES	-	-	68.29
816	STUDENT SUCCESS ACT	264,224.78	(264,224.78)	87,211.30

820	HEARING SERVICES - CA	-	-	(792.00)
822	GILBERT CREEK PLAYGROUND	-	-	157.94
825	STATE - R A C	46,300.00	(46,300.00)	9,790.60
826	SORS FAMILY SUPPORT PLAN	32,243.50	(32,243.50)	204,035.85
828	TARGET GRANT	-	-	25,000.00
829	MIGRANT/ELL WORKSHOP	-	-	328.11
831	CTE WORKSHOP ACCOUNT	-	-	3,884.71
836	INDIAN ED DONATION ACCOUNT	3,097.21	(3,097.21)	35,924.80
842	FORD FAMILY FOUNDATION	10,000.00	(10,000.00)	10,000.00
843	STEM INNOVATION	102,933.10	(102,933.10)	61,761.33
850	WELLNESS GRANT	-	-	10,498.34
852	ZELZIE REED TRUST	-	-	15,369.96
853	MENTORING TEACHER	40,551.24	(40,551.24)	157,262.23
855	MIGRANT DONATIONS	-	-	3,728.44
857	SPEC ED WORKSHOP ACCT	-	-	(23,628.59)
858	MEDIA LIBRARY - OVERDRIVE	15,500.00	(15,500.00)	3,859.17
859	ED TECH SUMMIT	-	-	(8,903.36)
866	KINDERMUSIK	-	-	9,382.10
867	COW CREEK FOUNDATION	-	-	5,623.00
869	FOURWAY FOUNDATION	-	-	14,173.65
870	LICC	-	-	3,612.38
872	EI/ECSE	252,397.94	(252,397.94)	-
873	PROGRAM SUPPORT EI/ECSE	110,745.36	(110,745.36)	420,161.70
874	PRESCHOOL PROMISE - STARTUP	-	-	-
876	TRANSITION NETWORK FACILITATOR	29,406.26	(29,406.26)	5,108.19
882	EARLY LEARNING HUB	57,430.75	(57,430.75)	398,737.64
887	TNF STUDENT SUMMITS	-	-	341.53
888	CTE - EQUIPMENT REIMBURSEMENT	-	-	100,119.56
900	MATHWAYS - RPD	19,463.32	(19,463.32)	-
901	SOESD PROGRAM SUPPORT	111,418.52	(111,418.52)	798,979.69
903	SSPS	3,864.31	(3,864.31)	-
904	RETIRE/SABATICAL	6,812.68	(6,812.68)	1,051,207.79
905	FMLA	-	-	63,123.97
906	HB4030	1,050.47	(1,050.47)	1,050.47
910	SUMMER SP-ED SERVICES	9,149.11	(9,149.11)	(17,308.73)

911	CC4A - WORKSHOPS	20,040.00	(20,040.00)	47,965.62
912	SPECIAL PROJECTS	-	-	300.00
915	REGIONAL-LOCAL CONTRACTS	10,302.67	(10,302.67)	145,653.63
916	STATE REGIONAL	115,562.51	(115,562.51)	-
918	K PARTNERSHIP INNOVATION	45,452.92	(45,452.92)	6,389.55
919	YDD REENGAGEMENT	-	-	7,346.31
920	R & B DONATIONS (Rice & Beans)	-	-	192.63
921	MEYER MEMORIAL	-	-	65,282.27
926	AUTISM - PARENT PARTNER	-	-	12,118.22
931	BRAILLIST PRODUCTION	-	-	9,515.32
935	STAFF CONTRACTS	17,569.12	(17,569.12)	90,497.08
938	PD NETWORK SERVICES	-	-	158,674.87
942	FOLLETTE CONTRACT	-	-	57,888.85
943	YTP PROGRAM	205,730.34	(205,730.34)	(326,524.29)
945	ESD WORKSHOP	-	-	18,549.95
946	AURAL IMPRESSION	-	-	298,380.08
947	CURRICULUM WORKSHOP	-	-	1,545.49
948	WEB PD	-	-	6,883.80
949	BVIS FUNDING	-	-	10,470.72
952	INSURANCE RESERVE	-	-	23,693.04
953	FINGERPRINTING	-	-	33,643.57
955	INFRASTRUCTURE-SOESD	-	-	164,162.17
957	OR PROJECT	603.75	(603.75)	60,087.08
960	COOP PURCHASING	31,601.30	(31,601.30)	27,737.07
961	COOP PURCHASING SUPPORT	2,658.59	(2,658.59)	(21,976.96)
964	EMPLOYEE SERVICES	-	-	(55.57)
965	MIG PROGRAM SUPPORT	-	-	(16,419.82)
966	PDHH DONATIONS	1,500.07	(1,500.07)	5,552.77
967	BRAIN BOWL	-	-	8,350.15
969	STEPS/TRANSITION DONATIONS	-	-	403.83
972	PVI DONATIONS	-	-	6,095.17
978	SCHOOL IMPROVEMENT WORKSHOPS	-	-	157,315.78
981	INTERVENTION SPECIALIST-CARE OREGON	37,024.77	(37,024.77)	108,219.05
983	OREGON ONLINE	-	-	38,439.71
990	MEDICAID ADMN CLAIMING	154,923.83	(154,923.83)	8,871.39

991	MAC DISTRICTS		72,259.55	(72,259.55)		5,195.43	
996	OREGON COMMUNITY FOUNDATION		, -	_		78,100.53	
998	COMPUTER REPLACEMENT			_		(2,799.80)	
999	INDIRECT COST POOL		229,643.76	(229,643.76)		3,826,370.12	
,,,,	INDIKECT COST TOOL		225,043.70	(22),043.70)		3,020,370.12	
	TOTAL (290)	32,188,803.00	2,897,915.80	29,290,887.20	9%	9,376,439.77	29%
	August 31, 2024	30,913,256.00	2,216,529.87	28,696,726.13	7%	7,900,407.83	26%
					%		%
400	CAPITAL PROJECTS FUND	BUDGET	EXPENDED	BALANCE	SPT	REVENUE	RECD
000	CAPITAL PROJECTS FUND						
410	PHOENIX FACILITY	20,750,000.00	4,452,964.63	20,750,000.00	21%	18,594,881.21	90%
	TOTAL (400)	20,750,000.00	4,452,964.63	16,297,035.37	21%	18,594,881.21	90%
	August 31, 2024	22,000,000.00	77,435.17	21,922,564.83	0%	8,855,525.37	40%
	August 31, 2024	22,000,000.00	77,433.17	21,922,304.83	070	6,633,323.37	4070
					%		%
600	INTERNAL SERVICE	BUDGET	EXPENDED	BALANCE	SPT	REVENUE	RECD
000	INTERNAL SERV BUDGET						
651	SUBSTITUTE SERVICES	1,250,180.00	98,590.18	1,250,180.00	27%	(144,747.95)	-12%
655	WORKER'S COMP/MEDICAL	1,169,931.00	333,325.71	1,169,931.00	0%	2,670,248.06	228%
662	SB1049 - PERS	246,376.00	-	246,376.00	0%	166,888.19	68%
675	INTERNAL IT SUPPORT	250,000.00	-	176,103.69	30%	-	0%
694	PL OREGON	160,000.00	73,896.31	160,000.00	0%	138,583.02	87%
695	D P B	80,340.00	-	57,972.70	28%	-	0%
696	UNEMPLOYMENT ACCT	698,601.00	22,367.30	688,121.59	2%	1,271,771.15	182%
697	COPIES / FAX USAGE	156,976.00	10,479.41	156,375.68	0%	98,749.18	63%
698	ADA Services	185,680.00	600.32	185,680.00	0%	243,916.76	131%
	TOTAL (600)	4,198,084.00	539,259.23	3,658,824.77	13%	4,445,408.41	106%
	August 31, 2024	7,138,173.00	829,857.73	6,308,315.27	12%	3,522,325.65	49%
	RECAP BY FUND	BUDGET or AWARD EST	EXPENDED	BALANCE	% SPT	REVENUE	% RECD
100	CENTER AL EVINIO	22.152.002.00	1.644.544.50	20.500.110.22	- 0./	(550 542 22	200/
100	GENERAL FUND	32,152,993.00	1,644,544.70	30,508,448.30	5%	6,558,743.33	20%
210	SP REV - FEDERAL	14,867,111.00	1,041,350.72	13,825,760.28	7%	122,156.65	1%
290	SP REV - OTHER CAPITAL PROJECTS FLIND	32,188,803.00 20,750,000.00	2,897,915.80 4,452,964.63	29,290,887.20 16,297,035.37	9% 21%	9,376,439.77	29% 90%
400	CAPITAL PROJECTS FUND					18,594,881.21	
600	INTERNAL SERVICE	4,198,084.00	539,259.23	3,658,824.77	13%	4,445,408.41	106%

TOTAL ALL FUNDS - August 31, 2025	104,156,991.00	10,576,035.08	93,580,955.92	10%	39,097,629.37	38%
August 31, 2024	105,973,957.00	6,147,938.98	99,826,018.02	6%	25,851,838.29	24%
FUND BAL -August 31, 2025	28,521,594.29					
August 31, 2024	19,703,899.31					

Superintendent's Report to the Board

Mark Angle-Hobson, Ed.D. September 17, 2025

ASPIRATIONAL VISION

To be a human-centered leader who helps SOESD become a people-first organization—where the care we extend to one another within the agency fuels our ability to better care for and serve those outside the agency.

PRIORITIES

Visibility | Communication | Relationships

HIGHLIGHTED ACTIVITIES

- We continue to publish Blueprint and Beyond weekly for all employees
- We have begun a monthly Coffee with Cabinet meeting for informal conversation and feedback
- Jul 17, 2025: Licensed Bargaining
- Jul 17, 2025: Southern Oregon Career Center planning with Salam Noor
- Jul 22, 2025: Visited Winston Regional Office
- Jul 22, 2025: Collaboration with Douglas and South Coast ESD Superintendents in Roseburg
- Jul 22, 2025: Classified Bargaining
- Jul 23, 2025: Rounds at West Main (School Improvement) Office
- Jul 23: 2025: Lunch with Grants Pass Superintendent
- Jul 23, 2025: Rounds at Chevy Way (Early Learning Hub) Office
- Jul 29, 2025: Rounds at Klamath Falls Regional Office
- Jul 30, 2025: Onsite Visit with Kai Turner, Assistant Supt. Finance, ODE
- Jul 30, 2025: Reflective Feedback re: July Board Meeting w/ Studer Coach
- Jul 31, 2025: Introduction to Rogue Workforce with Heather Stafford
- Jul 31, 2025: Mentoring/Coaching with Sam Breyer, OAESD
- Jul 31, 2025: Facilities planning with Nate Hidalgo, McKinstry
- Aug 01, 2025: First Friday Coffee with Cabinet at West Main Office
- Aug 01, 2025: Board Meeting at Rogue Workforce Partnership
- Aug 01, 2025: Lunch with Legislators at Rogue Workforce Partnership
- Aug 01, 2025: Classified Bargaining
- Aug 04, 2025: Strategic Planning with Gayle Juneau-Butler, 10a 3p, Studer
- Aug 05, 2025: Collaboration with Becky Griffin, Division of Early Learning
- Aug 07, 2025: Classified Bargaining
- Aug 08-10,25: OSBA Summer Board Conference at Salem Convention Center
- Aug 12, 2025: Office Professionals/Admin Team Retreat at Phoenix Civic Ctr

- Aug 15, 2025: Rounds at West Main (School Improvement) Office
- Aug 16, 2025: SMART Reading Boots for Books Fundraiser at Spring Lake Ranch at Klamath Falls
- Aug 18, 2025: Board Retreat at Running Y Ranch, 9a 3p, Klamath Falls
- Aug 20, 2025: Tribal Consultation Planning with Stacy Parrish, Office of Indian Education,
 ODE
- Aug 22, 2025: All-Agency Back-to-School Celebration at SOU
- Aug 27, 2025: Back-to-School Breakfast at Grants Pass Regional Office
- Aug 28, 2025: Mentoring/Coaching with Sam Breyer, OAESD
- Sep 02, 2025: First Day of School Volunteer at Eagle Point Middle School
- Sep 04, 2025: OAESD Governance Council
- Sep 04, 2025: Rounds at West Main (School Improvement) Office
- Sep 04, 2025: Licensed Bargaining
- Sep 05, 2025: First Friday Coffee with Cabinet @ Klamath Falls Regional Office
- Sep 05, 2025 Cybersecurity PD Planning with LBLESD Superintendent and IT Staff
- Sep 08, 2025: Educator Advancement Council/ESD Sponsoring Agency Collaboration
- Sep 09, 2025: Coffee with Media Contact
- Sep 11, 2025: Mentoring/Coaching with Sam Breyer, OAESD
- Sep 11, 2025: Southern Oregon Employability Leadership Committee, RCC/SOU Higher Ed Center
- Sep 16, 2025: Artist Consultation at Phoenix Construction Site
- Sep 17, 2025: Onsite Visit with Erin Lair, Small District Support, ODE

SOESD Board of Directors Meeting
September 17, 2025

3. B Student Focal Group's Presentation



Focal Student Groups

Andrea Townsend, Coordinator Lise Prusko, Program Manager

Focal Student Groups Programs

English Learners

Title III Consortium: 5 districts

Migrant Ed.

Title IC Consortium: 10 districts

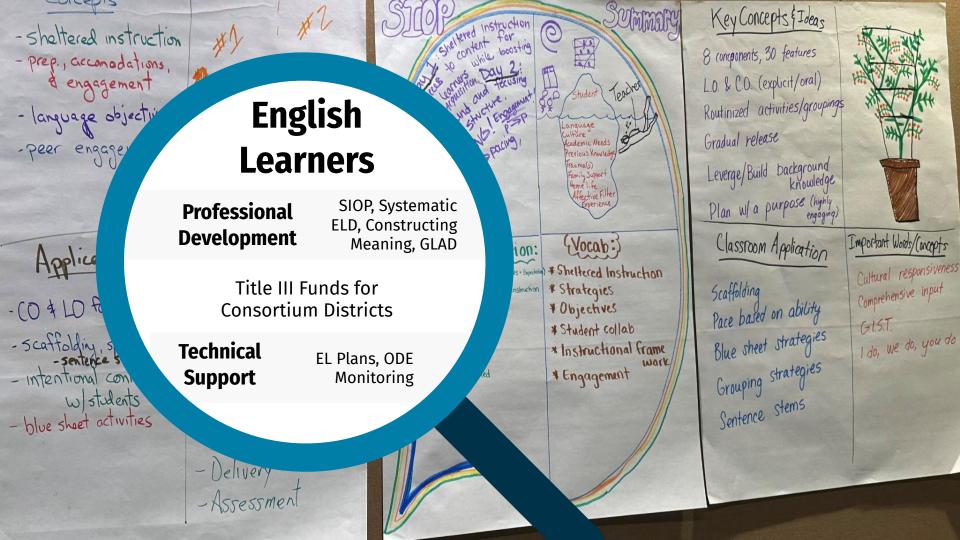


Indian Ed.

Title VI Consortium: 7 districts

LGBTQ2SIA+ Student Success

9 Partner Districts









Graduation

- Attendance
- Academics
- Mental Health
- Post-secondary Planning



Preschool

- Parent & Child Learning Sessions
- Parenting Workshops
- Summer Programs



Districts

- After-school Tutoring
- Summer Programs
- Parent Advisory Committees

Migrant Education

TRIBAL CONSULTATION

District and Tribe Connection

CULTURE NIGHTS

Twice-monthly in Ja. and Jo. Counties

NASU SUPPORT

At 11 schools in the region.

CONNECTION

Powwows, Native Games, scholarships

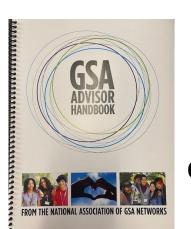




LGBTQ2SIA+ Student Success

UNITY CONFERENCE

Over 150 student from 3 counties





GSA/QSA SUPPORT

Stipends, materials, PD, and more!

DISTRICT RESOURCES

ODE guidance, PD opportunities





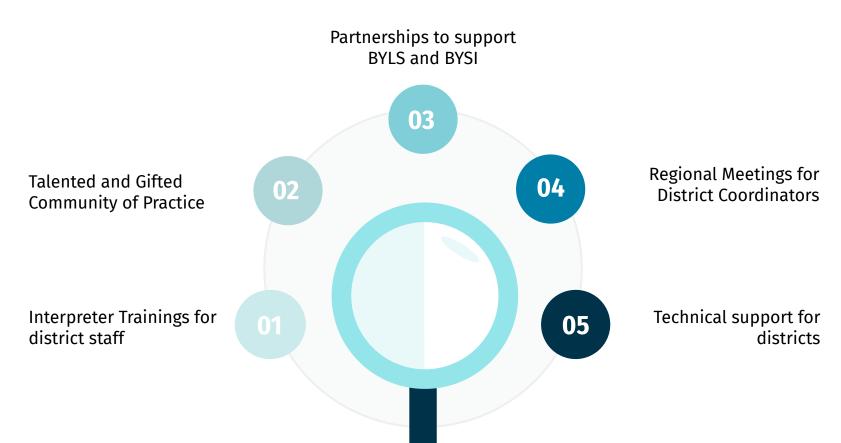




INCLUSIVE LITERATURE

Student giveaways and lending libraries

Also In Our Scope



Thank You!

Coordinator

Andrea Townsend

Andrea_Townsend@soesd.k12.or.us

Program Manager Lise Prusko

Elizabeth_Prusko@soesd.k12.or.us



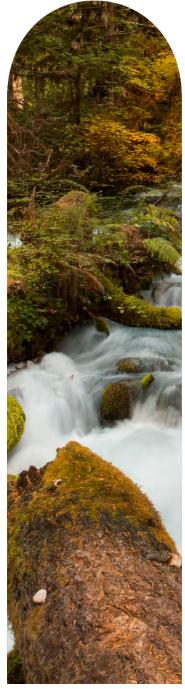
SOESD Board of Directors Meeting
September 17, 2025

4.A Phoenix Reconstruction Update Presentation

SOESD PHOENIX RECONSTRUCTION PROJECT END OF THE MONTH REPORT: JULY 2025













GENERAL PROJECT UPDATE

In July, we saw an increase in interior work, such as drywall hanging, taping and mudding, and mechanical / electrical / plumbing installs.

Exterior work continued, with siding majorly finished, prep for additional concrete pours (sidewalks, ramps, curbs, etc.), and rooftop HVAC units were delivered and placed.

In August, there will continue to be efforts both inside and outside of the building. The stormwater detention system work is set to begin, along with continued drywall work inside to prep for painting.



Fig. 1) Basement storage rooms

PROJECT ADMINISTRATION

Project administration and accounting support are two key areas critical to this project's success. This is a combined effort of SOESD and HMK Company. In the month of July, we processed 6 invoices.

Contract Type	Number of Contracts
Professional Service Agreements / Design Contracts	8
Construction Services	5

LOCAL VENDORS AND CONTRACTORS

The following is a list of local vendors and contractors who are currently working on this project:

HMK Company Pariani Land Surveying LLC G2 Consultants GRI arkitek: design & architecture Advanced Underground Utility Locates Certa Building Solutions Adroit Construction Company Northwest Engineering Services, Inc. Western Testing, LLC Säzän Environmental Services 3 Kings Demolition LLC



SCHEDULE

SCHEDULE & KEY MILESTONES	START	COMPLETION	% CPL	COMMENT
Pre-Design & Programming	04/27/21	10/26/21	100%	
Schematic Design	10/27/2021	02/04/22	100%	
Design Development	02/07/22	09/29/22	100%	
Phase 1 (EWP) Construction Documents	10/14/22	01/30/23	100%	
Phase 1 (EWP) Permitting + Bidding Services	01/30/23	03/27/23	100%	
Phase 1 (EWP) Construction	03/27/23	11/01/23	100%	
Phase 2 (Base Project) Construction Documents	10/14/22	03/16/23	100%	
Phase 2 (Base Project) Permitting + Bidding Services	03/17/23	08/27/24	100%	
Groundbreaking Ceremony	10/10/24	10/10/24	100%	
Phase 2 (Base Project) Construction	09/27/24	02/26/26	45%	
Owner Move-In, Close-Out	TBD	TBD	0%	
Post Occupancy Evaluation	TBD	TBD	0%	

UPCOMING ACTIVITIES

- Perimeter fencing install.
- Hanging drywall, taping, and mudding.
- Mechanical ductwork install.
- Electrical runs.

ADDITIONAL INFORMATION

For questions, comments, or additional information, please contact:

Amelia Stirewalt, CCM, Project Manager <u>amelia.stirewalt@hmkco.org</u> 541-815-9439





Fig. 2) Sensory gym framing and bracing for interior swings.





Fig. 3) Preparation of ramps and walkways at the front of the building/parking lot.





Fig. 4) Siding install complete at the front conference room.



SOUTHERN OREGON ESD REPLACEMENT PROJECT REVENUE BUDGET JULY 31, 2025

Program Revenue ¹ Bond and Other Proceeds	Original Budget	Received to Date	Allocated to Date	Unallocated Balance	Revised Budget
Miscellaneous Grant	3,900,000	1,600,030	3,900,000	-	3,900,000
Full Faith and Credit Debt Obligation	3,500,000	-	10,500,000	-	10,500,000
Insurance Claim	10,291,451	-	14,500,000	-	14,500,000
Total Revenue	\$ 17,691,451	\$ 1,600,030	\$ 28,900,000	\$ -	\$ 28,900,000

^{1.} Program Revenue Budgets are an estimate. Accuracy should be verified by district personnel.



SOUTHERN OREGON ESD REPLACEMENT PROJECT OVERALL BUDGET JULY 31, 2025

Program Expense		Or	iginal Budget	P	aid to Date	Remaining Balance	Re	vised Budget
Hard Cost								
Building Projects			15,722,827		8,518,707	13,490,332		22,009,039
Construction Contingency			782,847		-	1,087,056		1,087,056
Construction Sub Total		\$	16,505,674	\$	8,518,707	\$ 14,577,388	\$	23,096,095
Soft Cost								
Administrative Cost								
Legal Fees			20,000		68,908	1,092		70,000
Builders Risk Insurance			246,597		11,148	68,852		80,000
Project Management			637,769		767,404	337,596		1,105,000
Reimbursable Expenses			-		47,537	52,463		100,000
Site Cost								
Site Survey			27,912		8,280	-		8,280
Geo-Tech Report			55,823		37,568	32		37,600
Planning Cost								
Design Fees			1,613,630		1,576,542	223,458		1,800,000
A & E Reimbursable Expenses			43,921		4,085	45,915		50,000
Commissioning			150,000		23,493	49,681		73,174
Hazardous Materials Consultant			-		36,385	-		36,385
Building Envelope Consultant			-		33,663	32,387		66,050
Constructability Review			-		47,240	-		47,240
Special Inspection and Testing			75,000		56,050	128,150		184,200
Plan Review & Building Permits			167,469		214,458	2,953		217,411
Printing & Plan Distribution			9,769		870	1,630		2,500
Miscellaneous Fees			-		461,003	(461,003)		-
Miscellaneous								
Legal Advertisements			3,500		450	3,050		3,500
Furniture, Fixtures, and Equipment (FF&E)	1		500,000		389,185	1,010,815		1,400,000
Technology	1		100,000		104,028	-		104,028
Technology (Design)			-		-	90,000		90,000
Criminal Background Checks			2,000		387	1,613		2,000
System Development Charges			167,469		148,416	177,700		326,117
Unallocated Owner Contingency	1		821,990		-	420		420
Sub Total Soft Cost		\$	4,642,849	\$	4,037,099	\$ 1,766,806	\$	5,803,905
Total Project Cost		\$	21,148,523	\$	12,555,806	\$ 16,344,194	\$	28,900,000

¹ Reallocated within Budget (07.31.25)





46 N. FRONT STREET, SUITE 201 MEDFORD OR 97501

P. 541.815.9439 amelia.stirewalt@hmkco.org

HMKCO.ORG

SOESD Board of Directors Meeting
September 17, 2025

4.B Contract for Ramsey Building Remodel



September 17, 2025

Mark Angle-Hobson, Superintendent Southern Oregon Education Service District 101 N Grape Street Medford, Oregon 97501

Re: Southern Oregon Education Service District

Ramsey Avenue Renovation Project

Grants Pass Campus Recommendation to Award

Dear Mark,

After careful review and consideration, HMK Company recommends that the Southern Oregon Education Service District Board of Directors award the contract to Vitus Construction, Inc. for the Ramsey Avenue Renovation Project at the Grants Pass Campus in the amount of \$1,043,807.00. This includes \$189,793.00 in Value Engineering savings.

On behalf of the District, HMK Company issued an Invitation to Bid on July 16, 2025, for the Ramsey Avenue Renovation Project. Seven Contractors attended the Mandatory Pre-Bid Meeting held on July 23, 2025. On the Bid Due Date of August 7, 2025, Vitus Construction, Inc. submitted a bid. Vitus Construction, Inc. is the low bidder.

Vitus Construction, Inc. is a firm of good reputation. The District is in compliance in awarding to Vitus Construction, Inc.

If you have any questions, please do not hesitate to contact me to discuss.

Sincerely,

Chris McKay

Chris McKay Vice President of Operations HMK Company

Att: Bid Tally

Vitus Construction Value Engineering



SOUTHERN OREGON EDUCATION SERVICE DISTRICT RAMSEY AVENUE RENOVATION PROJECT GRANTS PASS CAMPUS BID TALLY

Date: Thursday, August 7, 2025	Vitus Construction			
	\$	1,233,600.00		
Total Base Bid	\$	1,233,600.00		

Attended Mandotory Pre-Bid	Yes
Time Bid Received	1:12 PM 08.07.25
Bid Bond	Yes
CCB Registration Number	63643
Addendum 1 and 2 Received	Yes
Bid Form Signed	Yes
First Tier Sub Contractor Disclosure Form	Yes



September 11, 2025

SOESD

Attn: Mark Angle-Hobson 101 N Grape Street Medford, OR 97501

Re: SOESD Ramsey Ave. Renovation Project 711 Ramsey Ave, Grants Pass, OR 97527

Mark,

We have revised the original quote to reflect the deletion of the playground equipment. The work as amended is now complete for the sum of \$1,043,807.00 (one million forty three thousand eight hundred seven and 00/100)

- 1. The original quote for you project was \$1,233,600.00
- 2. Deletion of furnishing and installing playground equipment Deduct (\$189,793.00)

please let me know if you have any questions, thank you for the opportunity to quote your project!

Sincerely,

Corey E. Vitus President SOESD Board of Directors Meeting
September 17, 2025

5.A Approval of Collective Bargaining Agreement with OSEA Chapter 104

District Counter Proposal (2)	August 13, 2025
COLLECTIVE BARGAINING AGREEMENT	
Between	
SOUTHERN OREGON ESD	
And	
OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER	104
2024 -2025 <mark>-2027</mark>	
Tentatively Agreed to 11/2/2022	

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Tentative Agreement Reached 7/22/2024

Article 1 - General Provisions

- 1.1 The term and duration of this Agreement is from July 1, 20245, through June 30, 2025 2027.
- 1.2 The intent of this Agreement isd 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 classified personnel included in the bargaining unit.
- 1.3 This Agreement is subject to all applicable existing and future laws and/or regulations of the State of Oregon, the United States of America, and any administrative agency of either. In the event that any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
- 1.4 Either the Board or the Association may give written notice to the other of its intent to amend, terminate, or modify the Agreement by January 15 before the Collective Bargaining Agreement expiration date. For 2025-2026 2026-2027, bargaining shall begin by January 15 February 1, 2025 2027 with a second meeting to occur within thirty days or on a date mutually agreed upon by the parties.

Article 2 – Status of Agreement – Recognition

2.1 The District recognizes the Southern Oregon ESD Chapter #104 of the Oregon School Employees Association as the sole and exclusive bargaining representative for wages, hours, and condition of employment for all regular classified employees of the District. Employee definitions are as follows:

PERSONNEL DESIGNATION:

Personnel employed by the Education Service District whose service to the District is non-contractual; does not require licensing; is provided on an hourly, weekly or monthly basis; and when compensation for such services is based on an hourly, weekly, or monthly rate, shall be designated as non-contracted classified employees.

STATUS OF CLASSIFED EMPLOYEES:

Regular classified employees are those who work half (½) time (twenty (20) hours per week) or more and who are hired for a period of six (6) months or more. Specifically excluded from this group are temporary employees hired for a period of less than six (6) months, confidential employees, part-time employees, permanent part-time employees, substitute employees, federal work relief program employees, academically licensed, supervisory, managerial and students not directly hired by the District and a portion of whose salary is paid from sources outside the District.

ANNUAL EMPLOYEES:

Employees whose assignment is intended to be ongoing throughout the calendar year and are not provided with recess periods associated with the academic year.

ACADEMIC YEAR EMPLOYEES:

Those employees whose period of assignment corresponds to the academic year and are provided with recess periods associated with the academic year.

PROBATIONARY EMPLOYEES:

Those employees newly hired into the bargaining unit in a permanent position. Such employees shall serve a probationary period of six (6) months. For less than twelve (12)-month employees, the six (6) month probationary period shall not include summer recess.

TEMPORARY EMPLOYEES:

Those employees who are hired for a period of less than six (6) months. If hired in a regular status in the same position as employed in a temporary status, the date of hire shall be the date hired as a temporary for seniority purposes, but not for purposes of inclusion in the bargaining unit. Temporary employees hired into regular status shall be included in the bargaining unit. Temporary employees hired into regular status cannot grieve any discipline that occurred during the time they were in temporary status.

PART-TIME EMPLOYEES:

Those employees who work less than half (½) time (twenty (20) hours per week).

CONFIDENTIAL EMPLOYEES:

Those employees who assist and act in a confidential capacity to a person who formulates, determines and effectuates management policies in the area of collective bargaining.

SUBSTITUTE EMPLOYEES:

Those employees who are used to take the place of regular employees who are absent for short periods of time.

PERMANENT PART-TIME EMPLOYEES:

Those who work less than half (½) time, but their employment is on a continuing basis. This includes annual as well as academic year employees in this status. These employees are specifically excluded from the bargaining unit.

2.2 The above recognition of the right of the Association to represent the classified personnel in negotiations with the Board is not to be construed as obligating the Board in any way to continue any functions or policies. The Board reserves the right to create, combine or eliminate any position as in its judgment is deemed necessary.

Article 3 – Management Rights

- 3.1 It is recognized that the Board has and will continue to retain the authority to operate and manage the District and its programs, facilities, and properties within the scope of employment as provided by law.
- 3.2 Without limiting the generality of the foregoing, and not in conflict with Oregon laws and this Agreement, it is expressly recognized that the Board's operational and managerial authority and responsibility include:
 - a. The right to determine location of and to provide the schools and other facilities of the Education Service District, including the right to establish new facilities and to relocate or close existing facilities.
 - b. The determination of the financial policies of the District including the general accounting procedures, control of the equipment and materials purchases and public relations.
 - c. The determination of management, supervisory and administrative organization of the District and the selection of employees for promotion to supervisory, management or administrative positions.
 - d. The maintenance of discipline and control and use of the District's properties and facilities.
 - e. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 - f. 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. If the District establishes a new rule that impacts a mandatory subject of bargaining, the District shall provide notice to the Association.
 - g. The direction and arrangement of all working forces in the District or school system, including the right to hire, suspend, discharge, discipline or transfer employees.
 - h. The creation, combination, modification, or elimination of any position deemed advisable by the Board.
 - i. 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.
 - j. The determination of the layout and equipment to be used and the right to plan, direct and control activities of the District. Also, the determination of the means of accomplishing the various jobs in the system and the subjects to be taught.
 - k. The right to establish and revise the calendar for the District; hours of employment, to schedule assignments and/or classes and assign workloads; to determine the number of workdays; and to select materials and equipment.
 - I. The right to make assignments for all programs of an extracurricular nature.

- 3.3 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 present program in its present form and/or location or on any other basis. If the District desires to contract out, it will notify the Association in writing at least fifteen (15) business days prior to contracting services. The Association will have the opportunity for a meaningful discussion with the District over the proposal and its impact.
- 3.4 The foregoing enumeration of the Board functions shall not be considered to exclude other functions of the Board not specifically set forth, with the Board retaining all functions and rights to act, not specifically nullified by this Agreement.

Article 4 – Association Dues

- 4.1 The District agrees to deduct association dues from the wages of all employees, when authorized in writing by such employee.
- 4.2 The District agrees to honor existing dues authorization and to transmit all dues that are collected to the central (state) office of the Oregon School Employees Association. Authorization for payroll deduction will remain valid until revoked by the Association in writing.
- 4.3 By the tenth (10th) day after a new classified employee begins employment, the District shall provide the OSEA Chapter President, the OSEA Field Representative, and the OSEA Director of Fiscal Operations at classified@osea.org the following information for the new employee: name, last four digits of the social security number or the birthdate, date of hire, position title, worksite location, annual salary, number of calendared workdays, work phone number, personal phone number, work email, personal address, and personal email. Information shall be provided in an editable digital file format (Excel preferred).
- 4.4 Every one hundred and twenty (120) days, the District shall provide the OSEA Chapter President, the OSEA Field Representative, and the OSEA Director of Fiscal Operations at classified@osea.org the following information for all classified employees: name, last four digits of the social security number or the birthdate, date of hire, position title, worksite location, annual salary, number of calendared work days, work phone number, personal phone number, personal address, work email, and personal email. Names of those who have left employment with the district will be included. Information shall be provided in an editable digital file format (Excel preferred).
- 4.5 The Association agrees to indemnify and hold the District harmless against any and all claims, charges, damages, legal fees, costs, suits, orders, or judgments brought against the District as a result of the provisions of this Article.

Article 5 – Board Policy Changes

Prior to the adoption, amendment or discontinuance of board policies, the District agrees to furnish copies of the proposed policies to the Association and the Association shall have the right to be heard by the Board prior to adoption by the Board. In cases of actual emergency, the Board may adopt, amend or discontinue such policies without a prior hearing with immediate notification of such action to the Association.

Article 6 – No Strike/Lockout

- 6.1 The Association and members of the bargaining unit, as individuals or as a group, agree not to initiate, cause, permit, participate in, or join any strike, grievance strike, work stoppage, work slowdown, picketing, observance or other unit's pickets or any other restriction of work during work hours for the duration of this Agreement.
- 6.2 In the event employees in the bargaining unit allegedly violate Article 6 (6.1), the District shall serve notice to the officers of Chapter 104 and the employees of the alleged violation(s). Chapter 104, upon such notification, shall notify the employee(s) to cease and desist from the activity in question, and notify the District that it has so ordered the employee(s). Employees continuing the activities in question, after such notice, may be discharged or otherwise disciplined.
- 6.3 There will be no lockout of employees in the bargaining unit, by the District, as a consequence of any dispute arising during the period of this Agreement.

Article 7 – Association Rights

7.1 Facilities of the ESD buildings may be used for regular and ordinary Association meetings, provided that the meetings are not held during regular work hours and that the meetings do not interfere with other activities previously scheduled. Arrangement for building use shall be made—with the Superintendent or their designee prior to establishing of dates and place of meeting using the same process as the public with a minimum of 24-hours notice. If an Association meeting is necessary during work hours, the Association will notify the Superintendent for approval with a minimum of 24-hours notice.

<u>Bulletin Boards:</u> Likewise, employees may utilize District equipment and bulletin boards for Association business when not in conflict with District activities. In addition, a link to OSEA's website will be made available to classified employees on the SOESD Staff page of the District's website. The Association will adhere to the District's policies and rules regarding computer usage, the e-mail system and internet access. The Association shall pay for the cost (at the District's cost) of all materials and supplies incidental to such use, and for any repairs that are beyond normal wear and tear.

7.2 Release Time for Designated Representatives:

The Association shall be granted the equivalent of up to ten (10) days of non-accumulative leave per fiscal year, to be used by the Association representatives for Association business, using the established District leave procedure. Any leave under this provision shall be cleared in advance with the immediate supervisor. Such leave will be taken in segments of at least two (2) hours.

7.3

Designated Representatives may engage for a reasonable amount of time in Association work permitted under law during work time without loss of compensation, seniority, leave accrual, or any other benefits. The Association will provide the District with their list of Designated Representatives annually by September 1.

If the release time for Designated Representatives in Section 7.2 above has been exhausted,
Association delegates can use available leave (Article 8 – e.g. vacation, discretionary) to attend the
OSEA annual conference or the Association will reimburse the District for the employee's salary cost

7.4 Upon request and subject to its obligations under law, the Board agrees to furnish to the Association access to all information necessary for functioning as exclusive bargaining representative. The Association will furnish the District with all similar information.

for those delegates who attend the annual conference.

- 7.5 Any employee in the bargaining unit who is engaged in negotiations on behalf of the Association with any representative of the Board or who is participating in any grievance hearing as a witness or party including arbitration, shall be released from regular duties during the hours in which the same are scheduled with the District, without a loss of salary.
- 7.6 New Employee Orientation

As long as required by law, the District will adhere to the requirements of HB 2016 to provide the designated Association representative with no less than thirty (30) minutes, and up to one-hundred-

	twenty (120) minutes to meet with new employees within thirty (30) calendar days from the date nire to introduce the new employee(s) to the Association and the collective bargaining agreemen meeting shall be on regular work time without loss of compensation or benefits.	
Tentative A	greement Reached 7/22/2024	Page 12

Article 8 - Leaves

8.1 **SICK LEAVE**

The ESD shall allow sick leave at full pay (based on the employee's regularly scheduled workday) for each classified employee at the rate of one day per month employed, or at least ten (10) days per school year, as per ORS 332.507. Sick leave shall be granted for personal illness or injury, or injury or illness within the employee's immediate family or any other allowable use pursuant to ORS 653.616. Sick leave shall not be taken in less than half (1/2) hour increments.

The immediate family is defined as the spouse, same-gender domestic partner, custodial parent, step-parent, non-custodial parent, the biological, adoptive or foster parent or child of the employee, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, brother, sister, brother-in-law, sister-in-law, any person living in the home of the employee, or a person with whom the employee is or was in a relationship of in loco parentis.

8.2 **BEREAVEMENT LEAVE:**

- 1. The District will grant up to five (5) "normal" work days during the contract year with full pay for bereavement leave under the following conditions:
 - a. Bereavement leave applies in the event of the death of:
 - A member of the immediate family (spouse, child, parent son-or-daughter-in-law, father-in-law, brother, sister, grandparent, grandchild, brother or sister –in-law, step-parent, step-children, aunt, uncle, cousin or any other person living in the home.
 - During the two (2) year term of this Agreement the District may approve one time, per employee, up to an additional five (5) days of paid bereavement leave following the loss of another qualifying family member during the employee's work year. (This provision will not be subject to the grievance procedure during this two (2) year trial period.)
- 2. Any leave in excess of five (5) days shall be charged to accrued sick leave and/or vacation leave.
- 3. Bereavement leave is non-cumulative.
- 4. A "normal" work day is that number of hours the employee regularly works each day. In the case of employees who are on flex time or who do not work every day, the "normal" work day would be the number of hours regularly worked each week divided by five (5).
- 5. As soon as possible, an employee utilizing the bereavement leave provision, shall contact their immediate supervisor, the Superintendent or their designee, in advance so that the supervisor is aware of the absence.
- 6. Upon returning to work following absence, under provisions of bereavement leave, the employee shall sign a form and state the nature of the bereavement.
- 7. Employees shall be granted sufficient time off with pay to attend a local funeral of a friend, coworker or student under these bereavement leave provisions.

8. The District shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leaves. The paid bereavement leave in this section shall run concurrently with leave under OFLA.

Tentative Agreement Reached 7/22/2024

The definition of "family members" under OFLA is different than the definition of "immediate family" under Section 8.2 (1). The additional leave provided under OFLA will only apply for family members defined under the law.

8.3 **DISCRETIONARY LEAVE**

Whenever possible, an employee utilizing the discretionary leave provisions, shall contact their immediate supervisor, the Superintendent or their designee, in advance, so that the supervisor is aware of the absence.

- 1. Discretionary leave shall be granted to each classified employee who needs such leave, at the rate-three four (3) (4) normal work days per contract year, usable in not less than one (1)-hour portions, and may be used in one-half (1/2) hour portions when the half-hour (1/2) is in conjunction with the use of one (1) or more hours. Employees may carry over up to one (1) day of discretionary leave from one year to the next for a maximum of four (4) days total in a contract year.
- 2. Employees will not be eligible to take discretionary leave until they have been employed three (3) months.
- 3. For annual employees not employed at the beginning of the fiscal year and academic employees not employed at the beginning of the academic year, the amount of discretionary leave available shall be prorated based on the number of months to be worked during the fiscal year, (July to June), and on the number of normal hours in a work day for that employee.

8.4 **PROFESSIONAL LEAVE**

Employees may attend conferences, workshops, or take a class for credit when approved in advance by their Supervisor (or designee) and Human Resources. Approval will be considered if the professional development program meets one (1) of following criteria: (1) The program aligns with the employees professional goal(s) as determined between the employee and District for evaluative purposes; (2) relationship to the employee's immediate job performance and anticipated duties in the future; (3) Aligns with the needs of the District; (4) individual growth adding to to the employee's abilities, skills, job-related interests and professional growth.

If the District approves or directs an employee to attend a form of professional development, the District shall pay for the cost of the professional development and any travel, meals, and/or hotel accommodations. The employee will not have any loss of pay for the time they are absent from their normal assignment. Any additional hours beyond the employee's regular work hours must be preapproved.

All requests for funds must be submitted and approved at least five (5) workdays in advance of the start of the professional development.

If Professional leave is not approved or is denied for reimbursement by the Supervisor, the employee may request to attend by using their own discretionary leave or vacation time and paying for the event on their own. shall be available for classified employees in order for said employees to participate inworkshops, inservices, etc., for the purpose of professional improvement. Professional leave shall be

duty free and will be utilized with the discretion of the employee's supervisor. The decision <u>Decisions</u> regarding professional leave of by the supervisor <u>District</u> shall not be subject to the grievance process.

8.5 **LEGAL LEAVE**

An employee called for jury duty, or who has received a subpoena to testify in a court proceeding or at a legislative hearing, will receive full pay for the length of the jury or other service, except that part-time classified personnel shall receive pay only for that portion of the day that the employee regularly works. The compensation paid to an employee for the period of leave shall be reduced by the amount of compensation or witness fees received by the employee, excluding mileage reimbursement, for the services referred to above or the employee may turn such compensation directly over to the District without any consequent deduction in the employee's compensation. An employee called under the conditions listed under this paragraph shall not apply to any legal actions or proceedings to which the employee is a party. As an individual or by class determination, nor shall it apply to any instances when the employee's presence is not at the request of the District.

8.78.6 ON-THE-JOB INJURY LEAVE

1. Workers' Compensation Payments

Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to reasonably perform duties, will, upon the employee's request, be allowed to use the employee's available sick leave time to compensate for the difference, if any, between their regular salary and temporary total disability compensation benefits received under the worker's compensation law. Payments of such difference shall be applied to the time loss but will not extend beyond the employee's available sick time. Whenever an employee receives a check from Workers' Compensation they shall certify in writing to the ESD the amount of the check and the period for which it represents payment. Medical progress reports from the employee's doctor shall be required by the ESD.

8.88.7 UNPAID LEAVE OF ABSENCE

- 1. An unpaid leave of absence may be granted, at the District's discretion, for a period of one (1) year or less. The application for leave shall be filed with the immediate supervisor. Human Resources and shall specify the reason for taking such leave. If the immediate supervisor and the Superintendent recommend that the request for leave be approved, the matter shall be placed before the Board for final action. District will determine approval of the leave and will notify the employee of the determination. An employee who takes an unpaid leave for the purpose of additional training may be advanced on the salary schedule as if they were present. In the case of all other leaves of six (6) months or more, the employee will not receive credit for advancement on the schedule. Unless agreed specifically in writing as part of the leave of absence procedure, the District does not and cannot guarantee immediate employment in the same job. The District will give preference to the employee returning from approved leave for the first opening for which the returnee is qualified. Temporary disabilities, including pregnancy, are covered by this section.
- 2. At Home Leave: An "at home" leave may be granted by mutual agreement of the District and the employee for rest or relaxation. Such a leave shall be without pay and may be for up to one (1) year in duration. The employee shall retain their position on the salary schedule. A position fitting the employee's qualifications will be available upon return, if open. Said leave will not extend beyond

a one (1) year period. An employee on "at home" leave shall retain their place on the salary schedule, except they will be eligible for the scheduled increment for the ensuing year if one-half (1/2) or more of the contract year has been completed in which the leave is originally granted has been completed.

3. Return dates must be specific in unpaid leave requests. Failure to notify the District in writing of intent to return at least thirty (30) day prior to return date or to return on the return date may be deemed a resignation at the District discretion. Each situation will be handled on a case by case basis.

8.98.8 INCLEMENT WEATHER/EMERGENCY

In the event of closure due to inclement weather or emergency, the following is applicable:

- 1. If the District decides to close programs due to inclement weather or an emergency, employees will be paid their normal rate for the duration of the closure.
- 2. If the District decides to request an employee to report to work during the time period District programs are closed, the employee may elect not to report if they believe unsafe weather conditions exist. However, if the employee elects to report to work they will be compensated for any time worked at their normal rate of pay, unless overtime provisions of this agreement are applicable.
- 3. The District reserves the right to determine whether or not to reschedule any work days lost to programs closure. If the District reschedules closure days, employees will work those days without any additional up day that they did not previously work and was compensated for, the employee will receive an equivalent reduction in their pay for that period.

8.9 PAID FAMILY and MEDICAL LEAVE INSURANCE

1. If an eligible employee elects to take their PFMLI, they may choose to utilize their paid leave concurrently with PFMLI. The order of the paid leaves to be utilized will be sick leave accruals followed by vacation and then discretionary leave time.

Article 9 - Holidays

- 9.1 The following shall be paid holidays for annual employees:
 - Martin Luther King Day;
 - Independence Day;
 - Labor Day;
 - Veterans Day (as observed by the Oregon Schools)
 - Thanksgiving Day;
 - The day after Thanksgiving Day;
 - Christmas Day;
 - New Year's Day;
 - Memorial Day;
 - Juneteenth.
- 9.2 The following shall be paid holidays for academic year employees:
 - Martin Luther King Day;
 - Labor Day;
 - Veterans Day (as observed by the Oregon Schools)
 - Thanksgiving Day;
 - The day after Thanksgiving Day;
 - Christmas Day;
 - New Year's Day;
 - Memorial Day;
 - Juneteenth (only if the employee works 150 hours or more during the month of June).

Academic year employees, who are assigned to a school district, will follow the holiday schedule of the local school district to which they are assigned. Any holiday observed by the local district not outlined above as a paid holiday shall be an unpaid day off.

- 9.3 Unpaid holidays will include the period December 26 through December 31. However, no annual employee will suffer any reduction on pay as a result of this closure.
- 9.4 Any employee required to work on a day specified in 9.1 or 9.2 above shall be compensated at the rate of two (2) times their regular rate of pay.
- 9.5 The District recognizes the cultural significance of Indigenous People's Day. and will work to implement meaningful ways to raise community awareness of Indigenous People's Day, including consultation with the Diversity, Equity, and Inclusion (DEI) Committee.

Article 10 – Vacations

10.1 Annual classified employees shall be granted paid vacation time as follows in accordance with their total length of continuous service within the District as a classified employee (district seniority):

Years accrue at the continuous service rate of:

0 through 4 6.67 hours/month 5 through 9 10.00 hours/month 10 and over 13.34 hours/month

All vacation schedules shall be approved by the immediate supervisor in advance. Should vacation approval not be granted, and that denial would result in forfeited vacation status for the employee, the employee shall be entitled to appeal the denial to the Superintendent.

- 10.2 Annual employees who work less than eight (8) hours per day or less than forty (40) hours per week shall accrue vacation as scheduled above but on a pro-rated basis based on their respective FTE allocation. Annual employees who work less than twelve (12) months shall not earn vacation during the period they are off.
- 10.3 A maximum of thirty (30) days of earned vacation time may be accumulated at any time for employees. However, employees who, as of June 30, 1994:
 - 1. Are receiving 16.67 hrs. per month (of earned vacation) and/or
 - 2. Have more than thirty (30) days accumulated, may accumulate a maximum of forty (40) days. Any earned vacation in excess of thirty (30) or forty (40) days shall be forfeited unless taken within the next thirty (30) days following the thirty (30) or forty (40) day accumulation.
- 10.4 The District will have the option to declare the day immediately before or immediately after Independence Day a vacation day which shall be charged as a vacation day for applicable employees. There will be no vacation time charged or other charge if no vacation has been accrued as of the Independence Day period.
- 10.5 Paid holidays that fall within a scheduled paid vacation are in addition to the vacation designated in the three (3) preceding paragraphs.
- 10.6 New employees will not take vacations during their first three (3) months of employment. Exceptions may be made on a case-by-case basis.

Article 11 – Job Openings

- 11.1 When a vacancy occurs for a bargaining unit position, it will be posted on the District website for ten (10) working days and emailed to the all SOESD email group.
- 11.2 Employees in the bargaining unit desiring consideration for the vacant position shall apply. An interview will be granted provided the employee meets the minimum qualifications for the position.
- 11.3 An employee who applies for a vacant position, and is not selected, may make a written request within five (5) working days of receipt of the notification to meet with the appropriate supervisor. The supervisor will meet with the employee within ten (10) working days of receipt of the notification unless it is impractical to do so within such time limit because of the absence of the staff member or the immediate supervisor.
- 11.4 Initial Placement on the Salary Schedule

At the time an employee is newly hired, the District HR Department, in consultation with the Department Supervisor, will designate the proper step placement of the employee on the appropriate wage schedule in accordance with the Oregon Pay Equity law and the SOESD placement rubric. The District will consider professional, educational, and work-related experience that is directly applicable to the position being filled. If the employee disagrees with their placement on the schedule, they may file an appeal with Human Resources within 30 days of their notice of placement on the wage schedule. Wage placement is not subject to the grievance procedure.

If a position is eligible or filled at "full experience", the Association will be notified and placed as an agenda item to be discussed at the next labor management meeting.

- 11.5 A reclassification occurs when an existing position has significant changes to the job responsibilities. A reclassification does not necessitate the posting of a new position.
- 11.6 The District shall provide the Chapter 104 President and the OSEA Field Representative with job descriptions for all newly created job titles proposed for code review.
- 11.7 All bargaining unit employees who work in the Special Education Department may apply by letter to the program administrator by May 15th for available summer openings for the Extended School Year Program. The program administrator will select the most qualified applicants to fill the available openings on the following basis:
 - a. Ability to meet the needs of an individual student involved either by virtue of the past experience and the student, ability to furnish a new experience for the student, training or any combination of the foregoing.
 - b. While seniority is not the controlling factor in selection, it will be one element to be considered and bargaining unit employees who have applied for a position but have not been offered employment will be placed on a substitute list to be called first for substituting in the Extended School Year Program. If the positions are not filled, applications will be accepted from other bargaining unit employees employed by the ESD.

Placement by the District pursuant to this paragraph is grievable to level 3, Superintendent, but shall not be arbitrable, nor subject to an unfair labor practice complaint for breach of contract.

c. For academic year employees employed during the summer, the District will pay the employees at one and one-half (1 ½) times their regular rate of pay. This is in lieu of

vacation benefits, as is their right by contract. Notwithstanding the foregoing, academic year employees employed during the summer months for training purposes, or who have no contact with students during this period, will not be compensated at the time and a half rate, nor will they receive vacation benefits but will be paid at their regular rate of pay.

Article 12 – Seniority and Layoff

12.1 Definitions

- 1. Seniority shall be defined as follows:
 - a. Classification Seniority: The total length of service within a job classification (job description) from the first date of service in the job classification.
 - b. Category Seniority: The total length of service within a job category (group of classifications)
 - c. District Seniority: The total length of continuous service within the District as a classified employee.
 - d. For the purpose of computing seniority, all authorized leave of twelve (12) weeks or less and any additional paid leave shall be considered as time worked within the classification held at such time the leave was taken.
 - e. At the time of hire, those employees with the same hire date shall draw lots to determine their placement on the seniority list for the purpose of layoff and recall. Those employees with the same hire date hired prior to the execution of this Agreement shall also draw lots to determine their placement on the seniority list for the purpose of layoff and recall. A copy of the placement determination shall be placed in the employee's personnel file.
 - f. Employees who are laid off as a result of reduction in positions, and who are subsequently reinstated to the same position, shall retain their full seniority except for the period of layoff. Such employees shall be placed at the same step on the salary schedule as when they were laid off.
- 2. Total Compensation: Total annual salary plus insurance contribution.
- 3. Classification: A job description (e.g. Administrative Assistant I, Administrative Assistant II)
- 4. Category: A family of job descriptions (e.g. Administrative)
- 5. Region: Klamath/Lake County, Jackson/Josephine County, or Douglas County
- 6. Classifications and Category are outlined in Appendix A. New positions are placed in a category through the code level process.

12.2 Reduction in Force

1. As soon as the District determines it has become necessary to conduct a layoff, the District shall notify the Chapter President and OSEA Field Representative in writing thirty (30) days prior to the effective date of layoff. Reductions are made first by classification in the region. The employee with the least amount of CLASSIFICATION SENIORITY is scheduled for layoff.

- 2. The employee scheduled for layoff shall use CATEGORY SENIORITY to bump the employee in the classification (same or lower pay range) with the closest total compensation in the same category and region who has the least CLASSIFICATION seniority.
- 3. If the employee cannot bump using CATEGORY SENIORITY, then they shall bump using DISTRICT SENIORITY to bump the least senior (by classification seniority) employee in a classification the employee previously held in the region with the closest total compensation to what the employee currently holds.
- 4. An employee cannot improve their hours or total compensation through layoff/bumping.
- 5. Except in case of emergency, an employee subject to layoff shall be furnished written notice of impending layoff thirty (30) calendar days prior to the date of such layoff.
- 6. In order to bump, the District must determine that the employee meets the qualifications/special skills of the job in which they would be placed. The District shall be the sole judge of an employee's qualifications.
- 7. An employee may not choose layoff in lieu of new placement in region as a result of bumping.

12.3 Recall

- 1. When work forces again increase, employees shall be recalled in the inverse order in which they were laid off by region based upon classification seniority into the job classification held at the time the layoff process was initiated. In order to be recalled, the ESD must determine that the employee meets the qualifications/special skills of the job in which they would be placed. The District shall be the sole judge of an employee's qualifications. If two (2) employees have the same recall eligibility, the decision to recall will be based on documented performance.
- 2. Recalls are conducted by region. At the time of layoff an employee may request to be recalled to other regions. If they do, then they will be eligible for all regions, but will not be able to refuse a recall to a different region and remain on the recall list.
- 3. Notice of recall shall be by written notice, via certified return receipt mail to the most recent address on file with the District.
- 4. Employees who fail to respond as outlined in "a" or "b" below shall be considered to have waived their right to recall. The right to recall will terminate at the end of twenty-seven (27) months following the date of layoff.
 - a. Resign. In such event a written resignation shall be sent to the Superintendent's office.
 - b. Fail to accept a recall within ten (10) working days of the date the notice of recall was mailed.
- 5. Should the twenty-seven (27) months expire without recall, bargaining unit members will be deemed to have resigned in good standing.

6. The District's recall list shall be reviewed at Labor-Management Meetings to verify those employees who have been recalled or removed from the list for any reason.

12.4 Rehire

An employee who has resigned and is rehired within one (1) year, within the same job classification, shall be placed at the same step on the salary schedule as when they resigned on the corresponding job code listing pertaining to that particular job classification. If the employee is rehired in a different job classification, the code and step level shall be the same as with new employees as to previous experience and additional steps allowed for experience within the ESD. The rehired employee will earn vacation and seniority as a new employee. Academic year employees who return after missing one (1) school year shall be covered by this article.

Article 13 – Discipline and Discharge

- 13.1 The Superintendent An employee may be dismissed, suspended without pay, reprimanded, or otherwise be disciplined. a classified employee for good cause under a just cause standard. An employee may be suspended with pay for the period of time required to investigate and hold a hearing. In the event of flagrant misconduct of an employee which adversely affects the interest of the ESD.
- 13.2 Depending on the severity of the conduct, the order of progressive discipline may include a verbal conversation with a written summary, written expectation/directive, letter of reprimand, suspension without pay, and then dismissal. Progressive discipline shall be used, except in cases where more serious discipline is warranted or when immediate action is necessary by the Superintendent or their designee. may be immediate. Dismissal of a probationary employee is not grievable.
- 13.3 For cases not involving employee misconduct or not involving gross or deliberate failure to carry out one's duty, a conference will be conducted with the employee by the immediate supervisor, and upon-the employee's request a representative, methods of improvement will be suggested with time limits, and a written record will be placed in the employee's personnel file signed by both employee and supervisor, with a copy to the employee. If progress has not been made toward improvement(s) as provided above, within the time limitations set forth, the supervisor may, in writing recommend to the Superintendent or the Superintendent's designee that the employee be disciplined. The Superintendent may authorize discipline dismissal of the employee based on recommendations from the supervisor or Human Resources.
- 13.4 Any employee affected by this Article will be afforded procedural due process. The employee has the right to appeal the dismissal to a hearing by the District Board and to be accompanied by an association representative. The decision of the District Board is final and binding.
- 13.4 The District and Association shall follow the requirements for Association representation under an employee's Weingarten rights as determined by the Oregon Employee Relations Board.

Article 14 - Grievance Procedure

14.1 Definitions:

- 1. Grievance: A grievance is a claim of an alleged violation of this Agreement
- 2. Grievant: A grievant shall mean an employee subject to this Agreement, a group of employees subject to this Agreement, the Association, as applicable, presenting a grievance.
- 3. Days: The term "days" as used in this Article 14 shall mean calendar days.

14.2 PURPOSE

- 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise related to the interpretation and application of the provisions of this Agreement.
- 2. Nothing contained herein will be construed as limiting the right of the aggrieved party to discuss and attempt to resolve the matter informally with the responding party. In addition, nothing contained herein will be construed as limiting the right of any employee or group of employee or group of employees having grievance, to discuss and attempt to resolve the matter informally with any appropriate member of administration, and to have the grievance adjusted without intervention by the Association, providing that the adjustment is not inconsistent with the terms of this Agreement, that the Association shall be given the opportunity to be present at such adjustment and state its views on any grievance adjustment above level one.

14.3 1. Time Limits:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

2. Year End Grievance:

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year which could result in irreparable harm to a party of interest, the time limits set forth herein may be reduced by mutual written agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One: Informal

The aggrieved party will first discuss the grievance with the responding party with the objective of resolving the matter informally. The grievant must identify to the supervisor that the discussion is a Level One informal grievance when the meeting is requested. The grievance must be presented within sixty fifteen (60 15) days of the occurrence of the alleged violation or within fifteen (15) days following the grievant's first knowledge of the alleged violation. Failure by the aggrieved party to present the grievance to the responding party within said time frame shall deem such grievance waived.

4. Level Two: Formal

If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered by the responding party within ten fifteen (10 15) days after presentation of the grievance at level one, the grievant may file with the responding party a formal written grievance. Such formal written grievance shall include the nature of such alleged violation, the date(s) the alleged violation occurred, the specific provision(s) of the Agreement alleged to have been violated, and the proposed remedy. Within ten fifteen (10 15) days after receipt of the written grievance the responding party will meet with the grievant and/or a representative of the District or Association, as appropriate, in an effort to resolve the grievance. The filing at this level must be within ten (10) days of the level one meeting or within ten (10) days of the date of the responding party's disposition, whichever is soonest.

5. Level Three

If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within ten fifteen (10 15) days after presentation of the grievance to the responding party at level two, the aggrieved party may refer the grievance to the Superintendent of the District or the chapter president or designee, as applicable. This referral shall be made within ten (10) days after the hearing at level two or within ten (10) days of the date of the responding party's disposition, or within ten (10) days from the date such disposition was due, whichever is soonest. Within ten fifteen (10 15) days after receipt of the grievance, the responding party will meet the grievant, and if the grievant so desires with a representative of the Association or District, as applicable, in an effort to resolve the grievance.

6. Level Four: Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance level three, or if no decision has been rendered within ten fifteen (10_15) days form the date of the level three meeting, the grievance may be advanced to final and binding arbitration. Such notice shall be from the chapter president or designee or the District Superintendent, or designee, as applicable and shall be within thirty (30) days after the receipt of the responding party's level three. If any question arises as to whether a particular dispute is arbitrable, such question will first be ruled upon by the arbitrator selected to hear the dispute.
- b. Within ten (10) working days after notice of submission to arbitration, either party my request arbitration from the Employment Relations Board (ERB) of the State of Oregon.

 A list of arbitrators will be requested by the Association within ten (10) working days of the date notice is given to the District of the intent to move a grievance to arbitration. The parties shall select the arbitrator within ten (10) days of receipt from the list of seven (7) arbitrator names provided by the ERB.
- c. The Arbitrator selected will confer with the representatives of the Superintendent and the Association, hold a hearing promptly, and will issue their decision not later than thirty (30) working days from the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and when proofs are submitted to them. The Arbitrator's decision will be in writing and will set forth their finding of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall restrict their findings to the

meaning, interpretation, and application of this Agreement and shall have no power to modify, delete, add or subtract from it. The decision of the Arbitrator will be submitted to the parties and will be final and binding upon the parties.

- d. The cost for the services of the Arbitrator, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room will be borne equally by the parties. Costs of witnesses will be borne by the parting incurring those costs.
- 14.4 Starting at level two through Arbitration, all grievances shall be presented and answered in writing. Failure by the grievant to forward a grievance in writing within time limits, except when mutually extended, shall constitute a waiver of the grievance. Failure by the responding party to answer a grievance in writing within the time limits, except when mutually extended, shall constitute a denial of the claim and will allow the grievant to proceed to the next step of the procedure, regardless of the nature of the grievance.

14.5 RIGHTS TO REPRESENTATION

- 1. Any grievant or group may be represented at all stages of the grievance procedure by themselves, or at their option, by an association representative selected or approved by the Association or themselves.
- 2. No reprisals of any kind shall be taken by the District, the association or its members, or against any person involved in the grievance.

14.6 MISCELLANEOUS

- 1. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 2. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.
- 3. Any aggrieved party will be required to exhaust the grievance procedure set forth in this Article, including Arbitration.
- 4. For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative or legal proceedings, including but not limited to grievances and Fair Dismissal proceedings, the Board shall permit an employee access to and the right to inspect and acquire copies of their personnel file and any other files or records of the Board which pertain to the employee only or any issue in the proceeding in question. A representative of the Association may accompany and assist the employee in this regard. Confidential letters of reference secured from sources outside the school system will be excluded from the materials available for the employee's inspection.
- 5. This Article does not apply to the actions taken pursuant to Article 13, Discipline and Discharge, for

which the sole remedy shall be as provided in that article.

6. Election of Remedies

Taking a grievance to arbitration constitutes an election of remedy and is a waiver to any and all rights of the parties to litigate or otherwise contest the aggrieved subject matter in any court proceeding, provided such subject matter was within the arbitrator's authority.

Article 15 - Personnel Records

- 15.1 No evaluation, complaint or disciplinary action will be placed into an employee's personnel file without the employee being given a copy of the document. Usually, the District will verify the providing of the copy by obtaining the initials or signature on the file copy from the employee. The signature or initials of the employee only acknowledge receipt of the copy.
- An employee may request, and Aat the discretion of the Superintendent, the District agrees to remove and destroy may place in a sealed envelope, or separate and secure electronic file, warning notices, reprimands letters of expectations, and similar low-level notices issues in the employee's personnel file three (3) years after the date of the notice, unless similar documents are placed in the file in the interim.
- 15.3 Any employee shall have the right to respond to critical comments in their personnel file by having a written explanation of their point of view affixed to the document containing the critical comments.
- 15.4 Personnel File Inspection
 - 1. Bargaining unit employees shall have the right to inspect their personnel file at any time mutually convenient to the employee and the District.
 - 2. Upon written authorization by the bargaining unit employee, and association representative shall be permitted to examine and/or obtain copies of materials in a bargaining unit member's personnel file.
- 15.5 Prior to putting documents (except for general administrative and payroll related documents) into the employee's personnel file, the District will provide a copy to the employee for their review and the employee will sign the document indicating they have received a copy. If an employee refuses to sign the document the supervisor or their designee can sign indicating the employee refuses to sign but received a copy.

Article 16 – Mileage

16.1 Employees required in the course of their work to drive personal automobiles in their daily work schedule shall receive a car allowance equal to the IRS mileage reimbursement rate. This rate applies for all authorized district business.

Mileage will be computed for reimbursement as follows:

- 1. Reimbursement is set at the IRS rate which is in effect at the time such cost was incurred.
- 2. Mileage will be computed for reimbursement as follows:
 - a. Staff who have a designated "Work Base Location" will be reimbursed for district related travel mileage from the designated work base location to and from the work sites.

Commute mileage from home to the designated work base location will be determined. Commute mileage will not be reimbursed. Exceptions can be requested on a case by case basis.

When traveling from home directly to a work site, the commute mileage will be subtracted from total miles traveled for that work day. If the staff member left directly from home and returned to home at the end of the day, the round-trip commute mileage as determined in (b) will be subtracted from the submitted mileage for that day. If only one way was directly from/to home, then half (½) of the round-trip commute mileage as determined in (b) will be subtracted.

b. Staff who are designated as "Itinerant" will be reimbursed for mileage after arriving at the first work site they are assigned. Exceptions can be requested on a case-by-case basis.

Article 17 – Insurance Benefits

17.1 Benefits Coverage

The District agrees to contribute toward the primary medical, dental, vision and life insurance premium as described in this Article.

17.2 Eligibility

All regular classified staff (as defined in Article 2.1) shall be eligible for ESD contributions. Employees hired before the 16th of the month shall be eligible for the participation as of the first of the following month.

17.3 Benefit Contributions

For the period October 1, 2024 2025, through and including September 30, 2025 2027, the District shall contribute up to the following tiered rate contribution caps to be used toward medical, vision and dental premiums

	<u> 2025-2026</u>	2026-2027
Family	\$2,045 	\$2,18 <u>5</u>
Employee/Spouse	\$1,430<mark>\$1,478</mark>	\$1,528
Employee/Child	\$1,266<mark>\$1,308</mark>	\$1,352
Employee Only	\$658	\$ 703

The District and the Association agree to jointly establish and participate in an insurance Committee for the purpose of examining ways in which insurance costs can be controlled for both parties and discuss how to support staff during open enrollment.

17.4 If an employee completes the current school year of service, the District shall continue to pay the above fringe benefits for the summer months.

17.5 High Deductible Insurance Plan Incentive

For the period July 1, 2024 2025 through and including June 30, 2025 2027, for any bargaining unit member who elects a HSA qualifying plan offered by the District, the District shall contribute \$100 \$150 per month into a Health Savings Account (HSA) for the employee.

Employees may also make pre-tax contributions to the HSA up to the maximum allowed by federal regulations.

17.6 Opt-Out Program

Employees who demonstrate that they have health insurance coverage under another employer-sponsored group medical plan and do not elect dental and vision plans offered by the District, may participate in the Opt-Out Program.

If an employee chooses to opt out of all insurance coverage, the District will contribute \$385 \$400 per month for a total of \$4620 \$4,800 per plan year, towards any benefit Under the Section 125 plan with a maximum of \$600 per plan year going toward the Medical Expense Reimbursement plan. The employee may also choose to receive this contribution as taxable compensation.

If the opt-out language in any way violates the rules under the Affordable Healthcare Act or the IRS, the parties agree the opt-out provision shall be immediately corrected to an allowable limit.

A qualified employee is a bargaining unit member who opts-out of the SOESD offered Health, dental, and vision insurance plans.

Article 18 - Compensation

18.1 Classified personnel shall advance annually on July 1 to the next step of the adopted salary schedule if the employee's performance is rated satisfactory on the evaluation required by Board Policy.

The evaluation referred to as a part of this Agreement, which is required by Board policy, shall be performed prior to the effective date of the ensuing agreement. Personnel who have not previously been employed by the District shall serve a probationary period of six (6) months without reduction in pay from the established salary schedule.

- 18.2 Any employee performing the duties of two (2) or more classifications shall be compensated according to the percentage of time worked within each classification and upon the step or steps commensurate with the employee's experience and qualifications.
- Salaries will be paid in accordance with the placement and salary schedules, effective July 1 of each year.
- 18.4 The salary schedule is an eight (8) step schedule. It is the intent for this schedule to remain an eight (8) step schedule, and this topic may be reopened for Collective Bargaining only with the agreement of the Association and the ESD Board of Directors.
 - 18.5 Longevity will be paid at the rate of step eight (8) plus one-and-one-half percent (1 $\frac{1}{2}$ %) For each year after the first year on step eight.
 - 18.6 For 2024-2025 2025-2026 the salary schedule shall be increased by 2.0 3.0 (three percent). For 2026-2027 the salary schedule shall be increased by 3.0% (three percent).
- 18.618.7 The District shall pay a referral bonus of up to \$500 to any classified employee whose referral results in a successful hire in any SOESD position. Determination of referral status shall be at the sole discretion of the District.
- The District shall pay a relocation allowance up to \$2,500. Determination of allowance shall be according to the following geographical schedule determined by the District: \$2,500 relocation (East Coast, outside of U.S.); \$2,000 (Western Region of U.S., Hawaii, Alaska); and \$1,000 (neighboring states, northern Oregon, Washington State).
- The District will pay the employee portion of the PERS contribution at the rate of six percent (6%) for all eligible classified employees.
- 18.9 Travel Appreciation Committee

The District and Association agree to form a Travel Appreciation Committee (TAC). The purpose of the TAC is to determine an allocation methodology to compensate employees whose involuntary transfer creates increased travel. The District shall annually contribute \$5,000 for the TAC to allocate. The TAC shall initially meet by January 20 of each year.

18.1318.10 Assignment Out of Classification

If an employee is assigned to take on the essential functions of a position out of their job classification of an absent employee in a position of a higher code level for a period exceeding seven (7) consecutive working days, the employee's pay shall be adjusted upward to the higher classification rate at the employee's current step for the entire period the employee is required to work out of their classification.

18.14 Overtime Compensation

- a. Overtime shall be paid consistent with state and federal (FLSA) law.
- b. Prior to the assignment of anticipated overtime, supervisors shall consult with employees. If there is an undue hardship placed on the employee as a result of such overtime assignment, the employee may deny the assignment if there is less than seven (7) calendar days' notice.

18.1518.12 Call Back Pay

Notwithstanding other provisions of the collective bargaining agreement, employees, who are called back to work once their shift has ended will receive a minimum of two (2) hours of compensation. Rate of compensation will be consistent with the employees' regular rate of pay and wage and hour laws.

18.1618.13 Meal and Rest Breaks

Employees will be provided with fifteen (15) minute break(s). Lunch will be provided consistent with state and federal wage and hour laws.

18.17 18.14 Shift Changes

Prior to the change in an employee's shift the supervisor will consult with the employee. If there is an undue hardship on the employee as the result of the change in their shift the employee may deny the change in shift until they have received ten (10)—calendar days' notice.

18.15 Overpayment of Compensation

If an employee receives an overage in any form of compensation from the District, the District shall provide notice to the employee and will recover the overage by withholding the amount of the overage in the next pay period. If the overpayment is more than \$250, the District and the employee may form a repayment plan based on a percentage of the employee's gross wages. Such a repayment plan must conclude within one year from the date of the first payment. If the employee leaves employment prior to the repayment plan ending, the District may recover the balance of the overpayment from the employee's final pay. The District shall comply with all BOLI regulations if an underpayment to an employee occurs.

Article 19 – Early Retirement

- 19.1 The District will provide individuals who opt for early retirement full paid premiums for family hospital/medical coverage, equivalent to that furnished bargaining unit members, for a maximum of ten (10) years from the date of district retirement or until the member becomes eligible for Medicare, whichever comes first. This benefit is available to bargaining unit members who voluntarily apply and who are between the ages of fifty (50) and Medicare eligibility and have a minimum of fifteen (15) year of service with the District in a classified position and eligible for PERS retirement. If the insurer of bargaining unit members will not provide coverage for retirees, the District and the Association will bargain the impact.
- 19.2 This Article and benefit will not be applicable to bargaining unit members hired on or after July 1, 2000.

Article 20 - Bargaining for Job Description Placement Remote Work

- 20.1 The District will notify the Chapter President of all job descriptions being considered for placement or change of placement on the Code Level. The Association will notify the District of job descriptions that need to be re-evaluated for placement on the code level. The OSEA Field Representative may attend a code review committee meeting as an observer.
- 20.2 The Joint Code Level Committee will be maintained to review changes in current job descriptions and their placement on the Code Level. The committee will also consider job descriptions and their placement on the Code Level of all new jobs. The committee shall be composed of six (6) members, with three (3) members appointed by the local chapter and three (3) appointed by the District.
- 20.1 There may be times when remote work is the most effective utilization of resources to meet the needs of component districts. The District and Association will participate in a work group to develop a process for classified employees to have remote work opportunities. The work group will begin in the Fall of 2025 with three (3) members of the administration and three (3) Association members selected by the Association. Members of the work group may rotate in order to explore all the unique elements from all the ESD programs. The work group will conclude by April 1, 2026 and bring their program outline to Labor Management to be implemented no later than July 1, 2026.

Article 21 - Safety

- 21.1 The District Safety Committee shall include two (2) bargaining unit members, appointed by the Association. The Safety Committee shall review risks or instances of physical harm. The Association President shall be notified prior to Safety Committee meetings of dates and times of all Safety Committee Meetings.
- <u>21.2</u>21.1 The District shall maintain a safe work environment, shall take corrective action to ensure the safety of all employees, and comply with all provisions of OR-OSHA and the Safety Committee's function in accordance with OR-OSHA Administrative Rules.
- 21.321.2 The District will provide required training for employees working in a hazardous work environment and pay any associated costs including travel, lodging, per diem, and overtime in accordance with state or federal law.
- 21.421.3 In the event an employee believes their work assignment (or a portion thereof) puts themselves or a student they directly work with at risk of physical harm, the employee shall immediately inform their supervisor in writing. The supervisor shall acknowledge the employee's written notification as soon as reasonably practical and schedule a time to discuss the employee's concerns. The supervisor shall evaluate the risk of harm posed to the employee and work collaboratively with the employee to mitigate the perceived risk to the employee or student.
- 21.521.4 In the event a bargaining unit employee suffers a physical injury due to assaultive or injurious physical contact by a student, the employee shall take immediate remedial measures to mitigate the potential for further injury by the student.
 - 21.5.121.4.1 When feasible, the injured employee will not have further contact with the student during the day of the injury. However, under no circumstances will the employee leave the student unsupervised until the student has appropriate adult support and supervision from another adult staff person.
 - 21.5.221.4.2 If the employee requires medical attention for the injury, seeking medical attention is the next step following the assault.
 - The next step is for the injured employee to notify their supervisor of the injury as soon as possible. The supervisor shall immediately, or as soon as practicable after the notification, conduct a review of the circumstances causing the injury. In consultation with the injured employee, the supervisor will debrief the event and problem-solve with the employee to mitigate the risk of physical injury upon the employee's return to work.
 - 21.5.421.4.4 If the physically assaultive conduct of the student persists and the employee suffers a second injury from the same student, the employee, the supervisor and an association representative shall meet and discuss possible solutions to lessen the risk of injury to the employee. If it is possible, as determined by the supervisor, the employee will not continue to work with the student causing the injury until additional supports and mitigation measures are considered and implemented. The goal is to create a reasonable plan to mitigate the risk of future harm to the employee.

- 21.5.521.4.5 The District and the Association recognize that it is impossible to reduce the risk of injury to zero and that certain District programs involve working with students who engage in injurious behavior.
- <u>21.621.5</u> The District will provide all employees with PPE (Personal Protective Equipment) per the district's CDP (Communicable Disease Plan).
- 21.721.6 Any employee who works directly with students may request CPR and First Aid training that is provided once every two (2) years.
- 21.821.7 For public facing events organized by employees as part of their work duties that support district programs or systemically oppressed communities, where there is a credible threat of disruption or harm by an opposing individual or opposing group, the District will work with the organizing employees on a safety plan that fits the circumstances of the event.

Article 22 – Committees

- 1. Safety Committee: The District Safety Committee shall include two (2) bargaining unit members, appointed by the Association. The Safety Committee shall review risks or instances of physical harm. The Association President shall be notified prior to Safety Committee meetings of dates and times of all Safety Committee Meetings.
- 2. **Labor Management:** The Labor Management Committee shall be comprised of three (3) representatives chosen by the Association and three (3) representatives chosen by the District. The committee shall meet for the purpose of discussing employer/employee issues as they relate to the collective bargaining agreement and workplace concerns. The committee shall establish a mutually agreeable annual calendar of meetings including the beginning and ending times of the meetings.

By mutual agreement, the parties may invite guests or speakers to address items on the meeting agenda only.

- 3. **Travel Appreciation Committee:** The District and Association agree to form a Travel Appreciation Committee (TAC). The purpose of the TAC is to determine an allocation methodology to compensate employees whose involuntary transfer creates increased travel. The District shall annually contribute \$5,000 for the TAC to allocate. The TAC shall initially meet by January 20 of each year.
- 4. Joint Code Level Committee: The Joint Code Level Committee will be maintained to review changes in current job descriptions and their placement on the Code Level. The committee will also consider job descriptions and their placement on the Code Level of all new jobs. The committee shall be composed of six (6) members, with three (3) members appointed by the local chapter and three (3) appointed by the District. Either party may request a Joint Code Level Committee meeting when they believe a review is warranted.

Appendix A – Classified Job Categories

Administrative/Support Staff				
Administrative Assistant to the Director	14			
Administrative Assistant III	12			
Bilingual/Biliterate Administrative Asst. III	13			
ER&M Program Support	13			
Administrative Assistant II	10			
Student Data Specialist	10			
Attendance				
Lead Attendance Specialist	13			
Attendance Specialist	11			
Braillists				
Lead Braillist	20			
Braillist III	18			
Braillist II	16			
Braillist I	14			
Business Services				
Accountant	14			
Courier/Purchasing				
Courier	9			
Custodial/Maintenance				
Maintenance Custodian II	11			
Maintenance Custodian				
EI/EAs				
Early Intervention Teaching Associate	18			
Early Intervention Teaching Asst III	13			
STEPS Plus Ed. Assistant	14			
Early Intervention Teaching Asst I	11			
Ed Asst: Multiple & Severe Disabilities (STEPS)	12			
Ed Asst w/ Basic Sign Language	12			
NA:				
Migrant Education Migrant Parental Involvement Specialist	17			
Graduation Specialist	17			
Migrant PreSchool Specialist	16			
Migrant Ed Identification & Recruiting	14			
Recruiter II	11			
Recruiter I	10			

Sign Language Interpreters	
Lead Interpreter	20 -22
Advanced Interpreter	18 20
Interpreter	16 18
Sign Language Facilitator	14
Stand Alone Positions	
CTE/STEAM Project Facilitator	20
Grow Your Own Facilitator	20
Child Care Provider Consultant	17
Child Care Resources Specialist	14
CCRN Inclusion Specialist	18
CCRN Network Quality Improvement Specialist	14
Early Learning Systems Facilitator	19
Family Intervention Specialist	16
Behavior Support Coach	18
Indian Education Facilitator	17
Medicaid Specialist	23
Lead CCRN Instructional Coach	19
ASD Assistant	15
SLP Assistant	19
COTA/PTA	20
Transition Network Facilitator	23
Video Help Desk/Video Scheduler	11
YTP Transition Specialist	14
Technology: Computer Information Services	
Senior Network Engineer	26
Senior Software Developer	26
Senior System Analyst	26
Network Engineer III	24
Software Developer III	24
System Analyst III	24
Network Engineer II	22
Software Developer II	22
System Analyst II	22
Network Engineer I	17
Software Developer I	17
System Analyst I	17
Assistive Technology Support Specialist	14
Technology Assistant	10
Technology: Electronic Services	
Head Electric Technician	26
Electrician: General Supervising	24
Electrician: General Journeyman	21
Lead Electronic Technician	19
Electronic Technician III	17
Field Service Technician III	17
Low Voltage Technician	20 16
Low Voltage Technician Apprentice Electronic Technician II	14
Electronic Technician I	11
LICCHOTHE TECHNICIANT	-11

Appendix B:2024-2025 Hourly Compensation Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Code 7	\$ 14.14	\$ 14.79	\$ 15.48	\$ 16.19	\$ 16.94	\$ 17.71	\$ 18.53	\$ 19.38
Code 8	\$ 14.79	\$ 15.48	\$ 16.19	\$ 16.94	\$ 17.71	\$ 18.53	\$ 19.38	\$ 20.27
Code 9	\$ 15.48	\$ 16.19	\$ 16.94	\$ 17.71	\$ 18.53	\$ 19.38	\$ 20.27	\$ 21.20
Code 10	\$ 16.19	\$ 16.94	\$ 17.71	\$ 18.53	\$ 19.38	\$ 20.27	\$ 21.20	\$ 22.19
Code 11	\$ 16.94	\$ 17.71	\$ 18.53	\$ 19.38	\$ 20.27	\$ 21.20	\$ 22.19	\$ 23.20
Code 12	\$ 17.71	\$ 18.53	\$ 19.38	\$ 20.27	\$ 21.20	\$ 22.19	\$ 23.20	\$ 24.27
Code 13	\$ 18.53	\$ 19.38	\$ 20.27	\$ 21.20	\$ 22.19	\$ 23.20	\$ 24.27	\$ 25.39
Code 14	\$ 19.38	\$ 20.27	\$ 21.20	\$ 22.19	\$ 23.20	\$ 24.27	\$ 25.39	\$ 26.57
Code 15	\$ 20.27	\$ 21.20	\$ 22.19	\$ 23.20	\$ 24.27	\$ 25.39	\$ 26.57	\$ 27.80
Code 16	\$ 21.20	\$ 22.19	\$ 23.20	\$ 24.27	\$ 25.39	\$ 26.57	\$ 27.80	\$ 29.07
Code 17	\$ 22.19	\$ 23.20	\$ 24.27	\$ 25.39	\$ 26.57	\$ 27.80	\$ 29.07	\$ 30.41
Code 18	\$ 23.20	\$ 24.27	\$ 25.39	\$ 26.57	\$ 27.80	\$ 29.07	\$ 30.41	\$ 31.82
Code 19	\$ 24.27	\$ 25.39	\$ 26.57	\$ 27.80	\$ 29.07	\$ 30.41	\$ 31.82	\$ 33.27
Code 20	\$ 25.39	\$ 26.57	\$ 27.80	\$ 29.07	\$ 30.41	\$ 31.82	\$ 33.27	\$ 34.78
Code 21	\$ 26.57	\$ 27.80	\$ 29.07	\$ 30.41	\$ 31.82	\$ 33.27	\$ 34.78	\$ 36.40
Code 22	\$ 27.80	\$ 29.07	\$ 30.41	\$ 31.82	\$ 33.27	\$ 34.78	\$ 36.40	\$ 38.07
Code 23	\$ 29.07	\$ 30.41	\$ 31.82	\$ 33.27	\$ 34.78	\$ 36.40	\$ 38.07	\$ 39.80
Code 24	\$ 30.41	\$ 31.82	\$ 33.27	\$ 34.78	\$ 36.40	\$ 38.07	\$ 39.80	\$ 41.63
Code 25	\$ 31.82	\$ 33.27	\$ 34.78	\$ 36.40	\$ 38.07	\$ 39.80	\$ 41.63	\$ 43.53
Code 26	\$ 33.27	\$ 34.78	\$ 36.40	\$ 38.07	\$ 39.80	\$ 41.63	\$ 43.53	\$ 45.56
Code 27	\$ 34.78	\$ 36.40	\$ 38.07	\$ 39.80	\$ 41.63	\$ 43.53	\$ 45.56	\$ 47.66
Code 28	\$ 36.40	\$ 38.07	\$ 39.80	\$ 41.63	\$ 43.53	\$ 45.56	\$ 47.66	\$ 49.82
Code 29	\$ 38.07	\$ 39.80	\$ 41.63	\$ 43.53	\$ 45.56	\$ 47.66	\$ 49.82	\$ 52.13
Code 30	\$ 39.79	\$ 41.63	\$ 43.53	\$ 45.55	\$ 47.66	\$ 49.82	\$ 52.13	\$ 54.52

Appendix B: 2025-2026 Hourly Compensation Scheduled

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Code 7	\$ 14.56	\$ 15.24	\$ 15.95	\$ 16.67	\$ 17.45	\$ 18.24	\$ 19.09	\$ 19.96
Code 8	\$ 15.24	\$ 15.95	\$ 16.67	\$ 17.45	\$ 18.24	\$ 19.09	\$ 19.96	\$ 20.88
Code 9	\$ 15.95	\$ 16.67	\$ 17.45	\$ 18.24	\$ 19.09	\$ 19.96	\$ 20.88	\$ 21.84
Code 10	\$ 16.67	\$ 17.45	\$ 18.24	\$ 19.09	\$ 19.96	\$ 20.88	\$ 21.84	\$ 22.86
Code 11	\$ 17.45	\$ 18.24	\$ 19.09	\$ 19.96	\$ 20.88	\$ 21.84	\$ 22.86	\$ 23.90
Code 12	\$ 18.24	\$ 19.09	\$ 19.96	\$ 20.88	\$ 21.84	\$ 22.86	\$ 23.90	\$ 25.00
Code 13	\$ 19.09	\$ 19.96	\$ 20.88	\$ 21.84	\$ 22.86	\$ 23.90	\$ 25.00	\$ 26.15
Code 14	\$ 19.96	\$ 20.88	\$ 21.84	\$ 22.86	\$ 23.90	\$ 25.00	\$ 26.15	\$ 27.37
Code 15	\$ 20.88	\$ 21.84	\$ 22.86	\$ 23.90	\$ 25.00	\$ 26.15	\$ 27.37	\$ 28.63
Code 16	\$ 21.84	\$ 22.86	\$ 23.90	\$ 25.00	\$ 26.15	\$ 27.37	\$ 28.63	\$ 29.94
Code 17	\$ 22.86	\$ 23.90	\$ 25.00	\$ 26.15	\$ 27.37	\$ 28.63	\$ 29.94	\$ 31.32
Code 18	\$ 23.90	\$ 25.00	\$ 26.15	\$ 27.37	\$ 28.63	\$ 29.94	\$ 31.32	\$ 32.77
Code 19	\$ 25.00	\$ 26.15	\$ 27.37	\$ 28.63	\$ 29.94	\$ 31.32	\$ 32.77	\$ 34.27
Code 20	\$ 26.15	\$ 27.37	\$ 28.63	\$ 29.94	\$ 31.32	\$ 32.77	\$ 34.27	\$ 35.82
Code 21	\$ 27.37	\$ 28.63	\$ 29.94	\$ 31.32	\$ 32.77	\$ 34.27	\$ 35.82	\$ 37.50
Code 22	\$ 28.63	\$ 29.94	\$ 31.32	\$ 32.77	\$ 34.27	\$ 35.82	\$ 37.50	\$ 39.21
Code 23	\$ 29.94	\$ 31.32	\$ 32.77	\$ 34.27	\$ 35.82	\$ 37.50	\$ 39.21	\$ 40.99
Code 24	\$ 31.32	\$ 32.77	\$ 34.27	\$ 35.82	\$ 37.50	\$ 39.21	\$ 40.99	\$ 42.88
Code 25	\$ 32.77	\$ 34.27	\$ 35.82	\$ 37.50	\$ 39.21	\$ 40.99	\$ 42.88	\$ 44.84
Code 26	\$ 34.27	\$ 35.82	\$ 37.50	\$ 39.21	\$ 40.99	\$ 42.88	\$ 44.84	\$ 46.93
Code 27	\$ 35.82	\$ 37.50	\$ 39.21	\$ 40.99	\$ 42.88	\$ 44.84	\$ 46.93	\$ 49.09
Code 28	\$ 37.50	\$ 39.21	\$ 40.99	\$ 42.88	\$ 44.84	\$ 46.93	\$ 49.09	\$ 51.32
Code 29	\$ 39.21	\$ 40.99	\$ 42.88	\$ 44.84	\$ 46.93	\$ 49.09	\$ 51.32	\$ 53.70
Code 30	\$ 40.98	\$ 42.88	\$ 44.84	\$ 46.92	\$ 49.09	\$ 51.32	\$ 53.70	\$ 56.15

Appendix C: 2026-2027 Hourly Compensation Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Code 7	\$ 15.00	\$ 15.70	\$ 16.42	\$ 17.17	\$ 17.97	\$ 18.79	\$ 19.66	\$ 20.56
Code 8	\$ 15.70	\$ 16.42	\$ 17.17	\$ 17.97	\$ 18.79	\$ 19.66	\$ 20.56	\$ 21.50
Code 9	\$ 16.42	\$ 17.17	\$ 17.97	\$ 18.79	\$ 19.66	\$ 20.56	\$ 21.50	\$ 22.49
Code 10	\$ 17.17	\$ 17.97	\$ 18.79	\$ 19.66	\$ 20.56	\$ 21.50	\$ 22.49	\$ 23.54
Code 11	\$ 17.97	\$ 18.79	\$ 19.66	\$ 20.56	\$ 21.50	\$ 22.49	\$ 23.54	\$ 24.61
Code 12	\$ 18.79	\$ 19.66	\$ 20.56	\$ 21.50	\$ 22.49	\$ 23.54	\$ 24.61	\$ 25.75
Code 13	\$ 19.66	\$ 20.56	\$ 21.50	\$ 22.49	\$ 23.54	\$ 24.61	\$ 25.75	\$ 26.93
Code 14	\$ 20.56	\$ 21.50	\$ 22.49	\$ 23.54	\$ 24.61	\$ 25.75	\$ 26.93	\$ 28.19
Code 15	\$ 21.50	\$ 22.49	\$ 23.54	\$ 24.61	\$ 25.75	\$ 26.93	\$ 28.19	\$ 29.49
Code 16	\$ 22.49	\$ 23.54	\$ 24.61	\$ 25.75	\$ 26.93	\$ 28.19	\$ 29.49	\$ 30.84
Code 17	\$ 23.54	\$ 24.61	\$ 25.75	\$ 26.93	\$ 28.19	\$ 29.49	\$ 30.84	\$ 32.26
Code 18	\$ 24.61	\$ 25.75	\$ 26.93	\$ 28.19	\$ 29.49	\$ 30.84	\$ 32.26	\$ 33.75
Code 19	\$ 25.75	\$ 26.93	\$ 28.19	\$ 29.49	\$ 30.84	\$ 32.26	\$ 33.75	\$ 35.30
Code 20	\$ 26.93	\$ 28.19	\$ 29.49	\$ 30.84	\$ 32.26	\$ 33.75	\$ 35.30	\$ 36.90
Code 21	\$ 28.19	\$ 29.49	\$ 30.84	\$ 32.26	\$ 33.75	\$ 35.30	\$ 36.90	\$ 38.62
Code 22	\$ 29.49	\$ 30.84	\$ 32.26	\$ 33.75	\$ 35.30	\$ 36.90	\$ 38.62	\$ 40.39
Code 23	\$ 30.84	\$ 32.26	\$ 33.75	\$ 35.30	\$ 36.90	\$ 38.62	\$ 40.39	\$ 42.22
Code 24	\$ 32.26	\$ 33.75	\$ 35.30	\$ 36.90	\$ 38.62	\$ 40.39	\$ 42.22	\$ 44.16
Code 25	\$ 33.75	\$ 35.30	\$ 36.90	\$ 38.62	\$ 40.39	\$ 42.22	\$ 44.16	\$ 46.18
Code 26	\$ 35.30	\$ 36.90	\$ 38.62	\$ 40.39	\$ 42.22	\$ 44.16	\$ 46.18	\$ 48.33
Code 27	\$ 36.90	\$ 38.62	\$ 40.39	\$ 42.22	\$ 44.16	\$ 46.18	\$ 48.33	\$ 50.56
Code 28	\$ 38.62	\$ 40.39	\$ 42.22	\$ 44.16	\$ 46.18	\$ 48.33	\$ 50.56	\$ 52.86
Code 29	\$ 40.39	\$ 42.22	\$ 44.16	\$ 46.18	\$ 48.33	\$ 50.56	\$ 52.86	\$ 55.31
Code 30	\$ 42.21	\$ 44.16	\$ 46.18	\$ 48.33	\$ 50.56	\$ 52.86	\$ 55.31	\$ 57.84

Execution of Sign	natures
Executed this day of, 2024 2025, at of the Board of Directors, Southern Oregon Education Service undersigned representatives of the Southern Oregon Education School Employees Association.	e District, Jackson County, Oregon, and by the
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	
Justin Wright Ana Mannenbach, SOESD Board Chair	Date
Scott Beveridge, SOESD Superintendent	Date
SOUTHERN OREGON ESD CHAPTER 104, OSEA	
Teresa Cisneros, President, SOESD Chapter 104	Date
Melissa Scaglione Susan Greeley, OSEA Field Representative	Date

SOESD Board of Directors Meeting
September 17, 2025

5.E LGBTQIA2S+ Caucus Letter of Support



Mark Angle-Hobson, Ed.D.
Superintendent

Liz Littleton Executive Assistant

Board of Directors

Brian Clark
Director, Zone 1

Rhonda Lawrence Director, Zone 2

> Robert Moore Director, Zone 3

> Jessie Hecocta Director, Zone 4

Ariel Bloomer Director, Zone 5

Rebecca Mueller
Director, Zone 6

Richard Owens
Director, Zone 7

Mary Barton
Director, Zone 8

Ana Mannenbach
Director, Zone 9

September 17, 2025

OSBA Board of Directors Oregon School Board Association 1201 Court St NE #400 Salem, OR 97301

Dear OSBA Board of Directors:

The Southern Oregon ESD Board of Directors is in support of the proposed OSBA LGBTQIA2S+ Caucus.

Whenever we invite more voices to the table, we create additional opportunities for safety, significance, and belonging. In turn, this improves experiences and outcomes for students and families as they feel seen, heard and receive support.

Therefore, we fully support the efforts of the LGBTQIA2S+ Advisory Committee as they seek official OSBA Caucus Status.

Sincerely,

Ana Mannenbach, Chair



Richie Owens, Vice-Chair

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

Douglas County Regional Office 90 NW Glenhart Ave. Winston OR 97496 Grants Pass Regional Office 550 SW 6th St. Grants Pass OR 97526 Klamath Falls Regional Office 2685 Foothills Blvd. Klamath Falls OR 97603 School Improvement and Student Services 5465 S. Pacific Hwy. Phoenix OR 97535

SOESD Board of Directors Meeting September 17, 2025

- 5.F. Superintendent/Board Operating Agreement
 - 5.G. Superintendent Evaluation 2025-2026

SOUTHERN OREGON ESD BOARD & BOARD-SUPERINTENDENT OPERATING AGREEMENT

PURPOSE:

The board of directors is the educational policymaking and governing body for Southern Oregon Education Service District (SOESD). To effectively meet the system's challenges the ESD board and superintendent must function together as a leadership team. To ensure unity among team members, the board and superintendent will follow these group agreements.

BOARD AGREEMENTS:

- 1. **Children's interests come first.** The board will improve student learning and enhance the quality of instruction provided to all students.
- 2. **Support and own the collective decision-making process**. The board recognizes that decisions are made by a majority vote; and that once a decision is made it should be supported by all board members.
- 3. **Exemplify the governance and oversight role.** The board and superintendent will support the policies the ESD has in place. We will continue to stay informed, review policies for effectiveness and appropriately engage key stakeholders in the development and review of policies. We will maintain and apply policies consistently while being cognizant of and recognizing the potential uniqueness of any given situation.
- 4. **Meeting protocols.** Conduct at a board meeting is very important. We desire to have a legacy of a well-functioning, effective board. We agree to avoid words and actions that create a negative impression on an individual, the board or the ESD. We will be open-minded and willing to listen to all board members, the superintendent, speakers, and presenters. We agree that we can disagree and will do so using common courtesy and respect for others.
- 5. Avoid marathon board meetings. We will practice efficient decision-making. Board meetings are for decision-making, action and votes, not endless discussion. We agree to come prepared, read the board packet in advance and practice parliamentary procedure in meetings. To be efficient and effective, long board meetings should be avoided. If a board member believes they don't have enough information or have questions, they should communicate directly with the superintendent or board chair before the meeting.
- 6. **Speak to agenda issues.** The board will follow the appropriate public comment policy and not converse with the audience. We agree to speak about the issues on the agenda and attend to our fellow board members. Facts and information needed from the ESD administration, staff, and community members will be referred to the superintendent.
- 7. **Don't spring surprises.** The board recognizes that "good," "timely," "open" and "constant" communication regarding ESD issues is extremely important. We agree to be respectful and ask the board chair or the superintendent to place an item on the agenda instead of bringing it up unexpectedly at the meeting. We will communicate directly with the superintendent or board chair prior to meetings to address questions and/or concerns about agenda items. Surprises to the board or the superintendent will be the exception, not the rule.
- 8. **Follow the chain of command.** Board members will follow the chain of command and communicate directly with the superintendent when a question arises, or a concern or complaint is voiced by staff, students, or community members. The board is the last stop, not the first; and will follow the appropriate complaint policy.



BOARD EXPECTATIONS OF THE SUPERINTENDNET:

- 1. Work with the board to establish a clear vision for the ESD.
- 2. Provide data to the board members so that data-driven decisions can be made about the services we provide.
- 3. Inform the board of all critical information including relevant trends, anticipated adverse media coverage or critical external or internal change.
- 4. Provide follow-up information to board members on concerns and issues they have referred to the superintendent—close the communication loop when doable/allowable.
- 5. Distribute the board agenda by end of day Friday prior to the regularly scheduled board meetings on Wednesday of the following week, except when major holidays fall on Friday.

SUPERINTENDENT'S EXPECTATIONS OF THE BOARD:

- 1. Willingness to share the success, challenges or concerns of the ESD with the superintendent.
- 2. Practice of avoiding surprise items at board meetings.
- 3. Recognition of the superintendent as the educational leader of the ESD.
- 4. Study and evaluate issues affecting the ESD, while also considering the superintendent's recommendations and input.

SIGNA	TURES OF AGREEMENT:			
	Date			
		_		
		_		
		_		
		_		



2025 - 2026 Superintendent Evaluation Process & Timeline

Date	Activity
9/17/25	 Board Public Meeting - Pre-Evaluation The board adopts the evaluation tool with criteria. If the board utilizes OSBA/COSA Superintendent evaluation workbook, this tool includes evaluation standards and may also incorporate superintendent goals and the optional Targeted Feedback Survey (TFS). The board should also ensure that the adopted process and timeline follows what is stated in the superintendent's contract and district superintendent evaluation policy.
9/17/25	 Board Public Meeting If Superintendent goals are included as part of the evaluation criteria, the board and superintendent will review and adopt the superintendent goals that are to be used as part of the evaluation process.
9/17/25	 Board Public Meeting If a TFS is included as part of the evaluation criteria, the board must contract with OSBA to administer the survey and facilitate the superintendent evaluation in executive session*. This also includes a TFS planning session with OSBA, where the board selects the evaluation standards to be included in the survey and identifies the survey participants.
mid-year check-in 1/21/25	 Check-in Meetings - These meetings may be conducted in executive sessions if discussions are evaluative in nature. ORS 192.660(2)(i) Board and superintendent meet to discuss the progress of standards and superintendent goals (if applicable). These meetings are typically part of a quarterly or mid-year review process and should be planned during the adoption of the evaluation process.
TBD	 Superintendent Self-Evaluation Superintendent self-evaluation and artifacts presented to the board for consideration.
TBD	 Individual Board Members Fill Out Evaluation Individual board members submit their scores and comments on the superintendent evaluation. (Optional: may forward to OSBA facilitator, which are then compiled into a summary for the board to discuss)
4/15/25	 Executive Session* - Superintendent Evaluation Facilitated by OSBA If applicable, Targeted Feedback Survey (TFS) summary of results presented Board members discuss their individual evaluations, superintendent's self-evaluation, artifacts and TFS (if applicable) to develop the board's written summative evaluation report that will be shared with the superintendent.
TBD	Board chair presents draft summative evaluation report (draft copy) to the superintendent.
TBD	 Executive Session* - Superintendent Summative Evaluation Discussion Facilitated by OSBA The board meets with the superintendent to discuss and clarify the draft summative evaluation report. Superintendent exits executive session. The board discusses summative evaluation further, if needed. The board exits the executive session and opens public meeting to approve final summative evaluation report. A copy of the approved summative evaluation report is placed in the superintendent's personnel file. Optional - Board chair reads public evaluation summary, which may be created by OSBA facilitator.

^{*}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. (ORS 192.660(2)(i))

This adopted process and timeline shall serve as notice to the superintendent of the pending stated executive sessions within this document.



TARGETED FEEDBACK SURVEY

OVERVIEW: The Targeted Feedback Survey (TFS) is one optional part of the OSBA and COSA five-part evaluation tool for evaluating superintendents. This part of the tool is meant to give the superintendent and board feedback about the performance of the superintendent. The process asks a targeted group of stakeholders for feedback via an online survey. The questions are tied to superintendent performance standards and tailored to each group of participants (i.e., staff and family). The board and superintendent should collaboratively select the list of internal and external participants that will receive the survey. If you purchase this service, OSBA will work with the board to select specific performance standards appropriate for each group of participants, administer the survey, collect the data, and provide a summary of the results to the board for consideration in their evaluation of the superintendent.

Participants in the TFS may include district administrators, school administrators, union leaders, teacher leaders, confidential staff, families, local civic and business leaders, community-based organization leaders, or anyone with whom the superintendent has a meaningful working relationship and who could comment on their performance. The TFS provides a variety of stakeholders an opportunity to share their understanding of how the top education leader is performing. It is highly recommended that participants have regular interaction or work closely with the superintendent so that data collected from the survey can provide insightful information to the board about the superintendent's overall performance. The TFS is one part of the five-part tool for evaluating the superintendent and should be used as one source of data when evaluating the superintendent. To obtain full confidentiality and to avoid any potential biases, all responses from participants will be/remain anonymous. The number of participants should be manageable in terms of compiling the results. Your OSBA consultant will help you determine a manageable size of participants for the survey.

SUMMARY OF RESULTS: takes place in executive session **unless requested by superintendent to be held in open session** *ORS 192.660(2)(i)***.** The OSBA consultant will focus on patterns of the information received in the data and highlight areas of strength(s) identified in the survey and note any areas for targeted focus and/or improvement. The board should utilize the survey summary of results as one source of data when evaluating the superintendent. This information should be considered along with the superintendent's self-evaluation, artifacts of evidence, and board members' direct experience with and observation of the superintendent's performance.

PLEASE NOTE: TFS questions for the seven applicable OSBA/COSA performance standards are the proprietary property of OSBA and cannot be shared publicly. A sample of question may be shared upon request. The raw data of the survey (i.e., all specific responses/comments) are also the property of OSBA. To protect confidentiality and ensure that all participants remain anonymous, the board and superintendent will not see individual comments but will receive a summary of the results. All documents and/or presentations received/discussed in executive session are not necessarily exempt from a public records request but should be kept confidential.



SCOPE OF WORK

The following work will be facilitated in the process:

- Selection of standards and audience to survey in the Targeted Feedback Survey (TFS)
- Creation of survey and administration to selected participants
- Collection and analysis of data from the TFS
- · Presentation of TFS summary of data to the board
- Facilitation of superintendent evaluation discussion and drafting of formal superintendent evaluation document

TIMELINE

The following minimum number of meetings are needed for the TFS and superintendent evaluation:

- Planning Meeting: Selection of standards and participants (virtual—this is a short meeting)
 - One week is needed to build and send survey after ESD board and superintendent choose participants and contact information is sent to facilitator
 - o Two-three weeks are needed to keep the survey open
 - One week is needed to collect, analyze, and prepare data
- Superintendent Evaluation Session One: Delivery of TFS summary results and facilitation of superintendent evaluation discussion (in-person or virtual)
- Superintendent Evaluation Session Two: Facilitation of superintendent evaluation discussion and drafting of formal document (in-person or virtual)

COST FOR PROFESSIONAL SERVICES IS ESTIMATED:

Professional Time: \$200/hour **Clerical Services:** \$57/hour

Travel Time (if applicable): \$100/hour

Mileage (if applicable & calculated from the consultant's location): IRS Rate

Meals, lodging and other expenses (if applicable): Actual Cost

SOESD Board of Directors Meeting
September 17, 2025

5.H. Superintendent's Goals

MARK ANGLE-HOBSON, Ed.D. 2025-26 SUPERINTENDENT EVALUATION STANDARDS, GOALS, AND ARTIFACTS

STANDARD 1 VISIONARY DISTRICT LEADERSHIP				
GOAL	Artifacts			
Lead a collaborative process to reimagine the district's mission, vision and core values to determine our strategic priorities for the next five years.	 Contracted with Studer Education to lead a strategic planning process. Created an inclusive strategic planning committee to ensure voice across employee groups, program areas, and geography. Conduct 30+ focus group sessions to gather input from within and outside the agency to determine strategic priorities. Present the draft strategic plan to the board for approval in March 2026. 			

STANDARD 2 ETHICS AND PROFESSIONAL NORMS					
GOAL	Artifacts				
• Ensure ethical decisions and cultivate professional norms and culture including equity, fairness, integrity, transparency, trust, collaboration and perseverance.	 Restructured Administrative team to include an administrator dedicated to communications and partnerships. Implement a regular newsletter, Blueprint and Beyond. Implement a monthly Coffee with Cabinet meeting. 				

STANDARD 3 INCLUSIVE DISTRICT CULTURE				
GOAL	Artifacts			
Develop and maintain a supportive, equitable, culturally responsive and inclusive district culture.	Regularly include survey opportunities for employees to share feedback on what is working, what is unclear, and suggestions for continuous improvement. Share with employees themes from survey feedback as well as planned actions resulting from the feedback.			

STANDARD 4 CULTURALLY RESPONSIVE INSTRUCTIONAL LEADERSHIP AND IMPROVEMENT	
Descriptors	Artifacts

STANDARD 5 COMMUNICATION AND COMMUNITY RELATIONS		
GOAL	Artifacts	

 Cultivate relationships 		
and partnerships		
including with members		
of business, civic and		
local government in		
support of their advocacy		
for district, school and		
community needs.		

- Monthly Meetings with Union Leadership.
- Member of Rogue Workforce Board of Directors.
- Vice-Chair of RESOLVE Board of Directors.
- Active member of Oregon Association of ESDs (OAESD).
- Active member of Coalition of Oregon School Administrators (COSA).
- Active member of COSA Equity Board.
- Convene regional superintendent meetings with legislators.

STANDARD	6 EFFECTIVE ORGANIZATIONAL MANAGEMENT
31/ \(\doldo\)	

GOAL Artifacts	GOAL	Artifacts
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•Establish and implement a process to update board policies.	Contracted with OSBA to facilitate a complete policy update. Provide monthly policy updates as part of the board packet.

STANDARD 7 EFFECTIVE FINANCIAL MANAGEMENT		
GOAL	Artifacts	
Develop a proposed budget in accordance with board priorities and district direction.	Restructure Budget Message and Budget Committee Presentation to increase transparency and access.	

GOAL	Artifacts
Develop relationships, lead collaborative decision-making and governance, and represent and advocate for district needs in local, county and state policy conversations.	 Plan and facilitate weekly Cabinet Meetings. Plan and facilitate monthly Leadership Team Meetings. Plan and facilitate monthly Administrative Team Meeting. Plan and facilitate monthly Regional Superintendents Meeting. Participate in COSA Off-the-Record and statewide Legislative meetings for funding advocacy.

SOESD Board of Directors Meeting
September 17, 2025

5.I. SOESD Board Policies First Read

Code: **AC**Adopted: 4/16/03
Readopted: 02/16/22

Orig. Code: 5101; 5901; 5911; 5912

Nondiscrimination and Civil Rights

{Required policy. The requirement comes from State and Federal law. This is the revised November 2024 published version of this policy with the removal of a footnote referencing 34 CFR § 106.10 on sex-based discrimination (previously identified as footnote #2), and is the policy recommendation following the invalidation of the 2024 Title IX regulations.}

Need to readopt

The ESD does not discriminate on any basis listed below and prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race¹, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, mental or physical disability, pregnancy, familial status, economic status, veterans' status, marital status or age, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, mental or physical disability, pregnancy, familial status, economic status, veterans' status, marital status or age of any other persons with whom the individual associates.

The ESD prohibits discrimination and harassment in, but not limited to, employment, assignment and promotion of personnel; educational opportunities and services offered students; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

The Board encourages staff to improve human relations within the ESD, to respect all individuals and to establish channels through which patrons can communicate their concerns to the administration and the Board.

The superintendent shall appoint individuals at the ESD to contact on issues concerning the Americans with Disabilities Act and the Americans with Disabilities Act Amendments Act (ADA), Section 504 of the Rehabilitation Act, Title VI, Title IX and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses, and phone numbers.

The ESD will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the ESD administrative office and available on the home page of the ESD website. Complaint procedures are published in administrative regulation AC-AR — Discrimination Complaint Procedure.

The ESD prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating,

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¹ Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047. 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)).

threatening or interfering with an individual for exercising the law.	rights guaranteed under state and federa	1
	Nondiscrimination and Civil Rights -	- AC

Legal Reference(s):

ORS 174.100	ORS 659A.006	ORS 659A.409
ORS 192.630	ORS 659A.009	OAR 581-002-0001 002-0005
ORS 326.051(1)(e)	ORS 659A.029	OAR 581-021-0046
<u>ORS 659</u> .805	ORS 659A.030	OAR 581-021-0047
ORS 659.815	ORS 659A.040	OAR 581-022-2310
<u>ORS 659</u> .850 – 659.860	<u>ORS 659A</u> .103 – 659A.145	OAR 581-022-2370
<u>ORS 659</u> .865	ORS 659A.230 – 659A.233	OAR 581-024-0210
<u>ORS 659</u> .870	ORS 659A.236	OAR 581-075-0001 - 075-0005
ORS 659A.001	ORS 659A.309	OAR 581-075-0901
ORS 659A.003	ORS 659A.321	OAR 839-003
	OAR 839-003	

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2018); 29 C.F.R Part 1626 (2019).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (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 (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., 42 U.S.C. §§ 12101-12112 (2012); 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); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

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); 29 C.F.R. Part 1635 (2019).

House Bill 2935 (2021).

House Bill 3041 (2021).

Code: AC-AR Adopted: 4/16/03 Revised/Readopted: 2/16/22 Orig. Code: 5913

Discrimination Complaint Procedure {Required administrative regulation. Federal law requires educational entities to have complaint procedures for different types of discrimination. Some of the state requirements that apply to school districts regarding the complaint procedures do not apply to ESDs. Consequently, ESDs can make adjustments to this language. This is the March 2023 published version of this administrative regulation and is the recommendation following the invalidation of the 2024 Title IX regulations.}

Need to readopt

Any person, including students, staff, visitors and third parties, may file a complaint.

Complaints regarding discrimination or harassment, on any basis protected by law, shall be processed in accordance with the following procedures:

Step 1: Complaints may be oral or in writing and must be filed with the program administrator. Any staff member that receives an oral or written complaint shall report the complaint to the program administrator.

The program administrator shall investigate and determine the action to be taken, if any, and reply in writing, to the complainant within 10 school days of receipt of the complaint.

Step 2:(Note: is this step accurate?) If the complainant wishes to appeal the decision of the program administrator, the complainant may submit a written appeal to the program director within five school days after receipt of the program administrator's response to the complaint.

The program director shall review the program administrator's decision within 10 school days and may meet with all parties involved. The program director will review the merits of the complaint and the program administrator's decision. The program director will respond in writing, to the complainant within 10 school days.

Step 3: If the complainant wishes to appeal the decision of the program director, the complainant may submit a written appeal to the superintendent or designee within five school days after receipt of the program director's response to the complaint.

The superintendent or designee shall review the program director's decision within 10 school days and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the program director's decision. The superintendent will respond in writing, to the complainant within 10 school days.

Step 4: If the complainant is not satisfied with the decision of the superintendent [or designee], a written appeal may be filed with the Board within [five] school days of receipt of the superintendent's [or designee's] response to Step 2. The Board may decide to hear or deny the request for appeal at a Board meeting. The Board may meet with the concerned parties and their representative[at the next regular or special Board meeting] [at a Board meeting]. The Board's decision will be final and will address each allegation in the complaint and contain

reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing or electronic form within [30] days of receipt of the appeal by the Board.

If the program administrator is the subject of the complaint, the individual start at Step 2 and should file a complaint with the program director.

If the program director is the subject of the complaint, the individual may start at Step 3 and should file a complaint with the superintendent or designee.

If the superintendent is the subject of the complaint, the complaint <u>may Start at step 4 and</u> should be referred to the Board chair. The Board may refer the investigation to a third party.

Complaints against the Board as a whole or against an individual Board member <u>may start at Step 4 or members and</u> should be submitted to the Board chair and may be referred to ESD counsel. Complaints against the Board chair may <u>start at Step 4 and</u> be referred directly to the Board vice chair.

The timelines established in each step of this procedure may be extended upon mutual consent of the ESD and the complainant in writing. The overall timeline of this complaint procedure may be extended beyond 90 days from the initial filing of the complaint upon mutual consent of the ESD and the complainant in writing.

The complainant, if a person who resides in the ESD or is a parent or guardian of a student who attends a school operated by the ESD, is not satisfied after exhausting local complaint procedures, the ESD fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days from the initial filing of the complaint, may appeal the ESD's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rule (OAR) 581-002-0001 – 581-002-0023. The ESD shall provide a copy of the OARs upon request.

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

DISCRIMINATION COMPLAINT FORM

Name of Person Filing Complaint	Date	School or Activity
Student/Parent Employee J	ob applicant □ Other □	
Type of discrimination:		
□ Race	□ Mental or physical	□ Age
□ Color	disability	□ Sexual orientation
□ Religion	□ Marital status	□ Pregnancy
□ Sex	□ Familial status	□ Discriminatory use of a
□ National or ethnic origin	□ Economic status	Native American mascot
□ Gender identity	□ Veterans' status	□ Other
Who should we talk to and what e	vidence should we consider	r?
Suggested solution/resolution/out	come:	

This complaint form should be mailed or submitted to the program administrator.

Direct complaints related to educational programs and services may be made to the U.S. Department of Education, Office for Civil Rights. Direct complaints related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the U.S. Department of Labor, Equal Employment Opportunities Commission.

Code: BBF Adopted: 5/21/03 Revised/Readopted: 3/16/22

Board Member Standards of Conduct

Need to readopt

A School Board Member should:

- 1. Complies Comply with ethics laws for public officials;
- 2. Understands that the Board sets the standards for the district ESD through Board policy.
- 3. Understands that board members do not manage the district on a day-to-day basis.
- 4. Understands that the Board makes decisions by a quorum vote of the Board.
- 5. Individual Board members may not commit the Board to any action-;
- 6. Respects the right of other Board members to have opinions and ideas that differ-
- 7. Recognizes that decisions are made by a majority vote <u>are final decision of the Board. and Such decisions</u> should be supported by all Board members.
- 8. Makes decisions only after the facts are presented and discussed.;
- 9. Understands the chain of command and refers problems or complaints to the proper administrative office.
- 10. Recognizes that the Board must comply with the Public Meetings Law and has authority to make decisions only at official Board meetings:
- 11. Insists that all Board and district ESD business is ethical and honest. Is open, fair and honest has no hidden agenda;
- 12. Understands that he or she that Board members will receive confidential information that cannot be shared;
- 13. Recognizes that the superintendent is the Board's employee and designated as the chief executive officer of the ESD and should be present at all meetings, except when the Board is considering the superintendent's evaluation, contract or salary.
- 14. Takes action only after hearing the superintendent's recommendations.
- 15. Refuses to use Board membership for personal or family gain or prestige. Announces conflicts of interest before Board action is taken.
- 16. Refuses to bring personal or family problems into Board considerations.

- 17. Gives the ESD staff the respect and consideration due skilled professional employees.
- 18. Presents personal criticism of district ESD operations to the superintendent, not to district ESD staff or to a Board meeting.
- 19. Respects the right of the public to attend and observe Board meetings.
- 20. Respects the right of the public to be informed about district ESD decisions and school ESD operations as allowed by law-;
- 21. Remember that content discussed in executive session is confidential;
- 22. Use social media, websites, or other electronic communication judiciously, respectfully, and in a manner that does not violate Oregon's Public Meetings Laws;
- 23. Will treat and refer to other Board members, staff, students and the public with respect when posting online or to social media, and will not post confidential information about students, staff or ESD business. When posting online or to social media, Board members will treat and refer to other Board members, staff, students and the public with respect, and will not post confidential information about students, staff or ESD business.
- 24. A Board member Fis a mandatory reporter of child abuse. A Board member having reasonable cause to believe that any child with whom the Board member comes in contact with has suffered abuse or that any person with whom the Board member comes in contact with has abused a child shall immediately make an oral a report by telephone or otherwise to the local Department of Human Services (DHS), to the designee of the department or to a local law enforcement within the county where the person making the report is located at the time of contact.

This information is provided for convenience: report child abuse to the Oregon Child Abuse Hotline by calling 1-855-503-SAFE (7233).

END OF POLICY

Legal Reference(s):

ORS 162.015 - 162.035	ORS Chapter 244	ORS 419B.005
<u>ORS 162</u> .405 - 162.425	ORS 334.095	ORS 419B.010
<u>ORS 192</u> .610 - 192.710	ORS 334.100	ORS 419B.015
ORS 244.040		

Code: BBFC Adopted: 3/16/22

Reporting of Suspected Abuse of a Child

Need to readopt

A Board member is a mandatory reporter of child abuse¹. A Board member having reasonable cause to believe that any child with whom the Board member comes in contact with has suffered abuse or that any person with whom the Board member comes in contact with has abused a child shall immediately notify the Oregon Department of Human Services (DHS) or local law enforcement pursuant to Oregon Revised Statute (ORS) 419B.015.

The Board member making a report of child abuse, as required by ORS 419B.010, shall make-an oral-a report by telephone or otherwise to the local office of through the centralized child abuse reporting system operated by Department of Human Services DHS, to the designee of the department or to a law enforcement agency within the county where the Board member making the report is located at the time of the contact.

The report shall-must contain, if known: the names and addresses of the child and the parents of the child or other persons responsible for the care of the child; the child's age; the nature and extent of the abuse, including any evidence of previous abuse; the explanation given for the abuse; and any other information that the Board member making the report believes might be helpful in establishing the cause of the abuse and the identity of the perpetrator.

This information is provided for convenience: report child abuse to the Oregon Child Abuse Hotline by calling 1-855-503-SAFE (7233).

END OF POLICY

Legal Reference(s):

ORS 334.125 ORS 419B.010 ORS 419B.005 ORS 419B.015 House Bill 242 (2021)

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

Code: CB
Adopted: 7/17/78
Revised/Readopted: 4/20/22
Orig. Code: 1210

Superintendent

Need to readopt

The superintendent, designated by the Board as its <u>chief</u> executive officer, is responsible for implementing Board policy and decisions in the management of the District. In the absence of specific guidelines from the Board, the superintendent is authorized to direct District operations and shall be held accountable for actions taken in the absence of policy. <u>Under the Board's direction</u>, the superintendent exercises general supervision of all ESD programs, services and personnel. The superintendent is responsible for managing the ESD under the Board's policies and is accountable to the Board for that management. The Board may not direct the superintendent to take any action that conflicts with a local, state or federal law² that applies to education service districts or take an adverse employment action against the superintendent for complying with such laws.

The superintendent may delegate to other ESD personnel any powers and duties imposed upon the superintendent by Board policies or by vote of the Board. Delegation of power or duty will not relieve the superintendent of responsibility for action taken under such delegation.

END OF POLICY

Legal Reference(s):

ORS 334.125(5) ORS 334.225 OAR 581-024-0240 OAR 581-024-0245

OAR 584-005-0005(51)

¹ The term "superintendent" includes an interim superintendent.

² "Local, state or federal law" means a local, state or federal directive having the force of law, including an ordinance, a city or county resolution, a statute, a court decision, an administrative rule or regulation, an order issued in compliance with ORS Chapter 183, an executive order or any other directive, declaration or statement that is issued in compliance with the law as having the force of law and that is issued by a local government as defined in ORS 174.116, the state government as defined in ORS 174.111 or the federal government.

Code: CBC
Adopted: 9/19/89
Revised/Readopted: 4/20/22
Orig. Code: 2300

Superintendent's Contract

Need to readopt

The superintendent, upon appointment by the Board, will receive a written contract which will state the terms of employment such as compensation, benefits and other conditions. The Board may not issue a contract that includes terms which direct the superintendent to take any action that conflicts with a local, state or federal law that applies to the ESD, or which allows the Board to take an adverse employment action against the superintendent for complying with such laws.

The compensation and benefits for the position of superintendent will be fixed by the Board and based upon the responsibilities required of the superintendent in performing his/her duties. The Board may not enter into an employment contract that contains provisions that expressly obligate the ESD to compensate the superintendent for work that is not performed.

Provisions for termination of the superintendent's employment, either by the Board or the superintendent, will also be set forth in the superintendent's employment contract. The employment contract, if it includes a mutually agreed to termination-without-cause provision by the Board, will include a 12-month notice of termination for such provision.

END OF POLICY

Legal Reference(s):

ORS 334.125(5) ORS 342.549 ORS 334.225 ORS 342.815

OAR 584-005-0005(51)

¹ The term "superintendent" includes an interim superintendent.

² "Local, state or federal law" means a local, state or federal directive having the force of law, including an ordinance, a city or county resolution, a statute, a court decision, an administrative rule or regulation, an order issued in compliance with ORS Chapter 183, an executive order or any other directive, declaration or statement that is issued in compliance with the law as having the force of law and that is issued by a local government as defined in ORS 174.116, the state government as defined in ORS 174.111 or the federal government.

Code: CBG Adopted: 7/08/81 Revised/Readopted: 4/20/22 Orig. Code: 2203

Evaluation of the Superintendent

Need to readopt

The Board shall annually review the goals, services and performance of the superintendent-clerk, using the position description as a basis for review.

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 executive session, unless the superintendent requests a session open to the public. Such an executive session will not include a general evaluation of any ESD goal, objective or operation. Results of the superintendent's evaluation will be written and placed in the superintendent's personnel file.

At the Board's discretion, it may notify the superintendent in writing of specific areas to be remedied, and the superintendent may be given an opportunity to correct the problem(s). Where the Board provided written notice pursuant to the prior sentence, if the Board determines the superintendent's performance remains unsatisfactory, the Board may dismiss or non-renew the superintendent pursuant to Board policy, the superintendent's employment contract and state law and rules. In those situations where the superintendent's employment contract includes an evaluation, dismissal or non-renewal provision, it shall take precedent over this policy.

END OF POLICY

Legal Reference(s):

ORS 192.660(2), (8) ORS 342.513 ORS 334.225 ORS 342.815

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

OAR 581-024-0245

Code: CCG Adopted: 4/20/22

Evaluation of Licensed Administrators

(Version 1)

See the proposed version for readoption

The superintendent will implement and supervise an evaluation system for licensed administrative personnel. The purpose of administrator evaluations is to assist an administrator with developing and strengthening his/her professional abilities, to improve the instructional program and management of the school system, and for supervisors to make recommendations regarding their employment and/or salary status.

Administrator evaluations shall be based on the core administrator standards adopted by the Oregon State Board of Education. An evaluation using the administrator standards must attempt to:

- 1. Strengthen the knowledge, skills, disposition and administrative practices of the administrator;
- 2. Refine the support, assistance and professional growth opportunities offered to the administrator, based on the individual needs of the administrator and the needs of the students, the school and the district;
- 3. Allow the administrator to establish a set of administrative practices and student learning objectives that are based on the individual circumstances of the administrator, including other assignments of the administrator;
- 4. Establish a formative growth process for each administrator that supports professional learning and collaboration with other administrators;
- 5. Use evaluation methods and professional development, support and other activities that are based on curricular standards and are targeted to the needs of the administrator; and
- 6. Address ways to help all educators strengthen their culturally responsive practices.

Evaluation and support systems established by the district must evaluate administrators on a regular cycle.

The superintendent shall regularly report to the Board on the implementation of the evaluation and support systems and educator effectiveness.

END OF POLICY

Legal Reference(s):

 ORS 192.660(2),(8)
 ORS 342.815
 OAR 581-022-2405

 ORS 332.505
 ORS 342.850
 OAR 581-022-2410

 ORS 342.513
 ORS 342.856
 OAR 581-022-2420

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

Code: CCG Adopted:

Evaluation of Administrators

(Version 2)

{Optional policy. Review any employment contracts before adopting evaluation language to ensure there is no conflicting language; modify policy as needed.}

The superintendent will implement and supervise an evaluation system for administrators. The purpose of administrator evaluations is to assist administrators with developing and strengthening their professional abilities, to improve the instructional program and management of the ESD, and for supervisors to make recommendations regarding their employment and/or salary status.

A formal evaluation will be conducted [regularly] [at least once each year].

The evaluation shall be conducted according to the following guidelines:

- 1. Evaluative criteria for each position will be in written form and made available to the administrator;
- 2. Evaluations will be made by the superintendent and/or a qualified, licensed designee;
- 3. Evaluations will be in writing and discussed with the administrator by the person who conducts the evaluation; and
- 4. The administrator being evaluated will have the right to attach a memorandum to the written evaluation and have the right of appeal through established grievance procedures, if applicable.

An administrator's evaluation shall use the following educational leadership-administrator standards¹ adopted by the State Board of Education.

- 1. Visionary leadership;
- 2. Instructional improvement;
- 3. Effective management;
- 4. Inclusive practice;
- 5. Ethical leadership; and
- 6. Socio-political context.

4/04/24 | SL

¹ These standards are aligned with the Interstate School Leaders Licensure Consortium (ISLLC) and the Educational Leadership Constituents Council (ELCC) standards for Education Leadership.

Administrator evaluations shall be based on the core administrator standards adopted by the Oregon State Board of Education. The standards shall be customized based on collaborative efforts with the administrators and any exclusive bargaining representative of the administration.

Local evaluation and support systems established by the ESD for administrators must be designed to meet or exceed the requirements defined in the Oregon Framework for Teacher and Administrator Evaluation and Support Systems, including:

- 1. Four performance level ratings of effectiveness;
- 2. Consideration of multiple measures of administrator practice and responsibility which may include, but are not limited to:
 - a. Classroom-based assessments including observations, lesson plans and assignments;
 - b. Portfolios of evidence;
 - c. Supervisor reports; and
 - d. Self-reflections and assessments.
- 3. Consideration of evidence of student academic growth and learning based on multiple measures of student progress including performance data of students, schools and districts that is both formative and summative. Evidence may also include other indicators of student success;
- 4. A summative evaluation method for considering multiple measures of professional practice, professional responsibilities, and student learning and growth to determine the administrator's professional growth path;
- 5. Customized by the ESD, which may include individualized weighting and application of the standards.

An evaluation using the administrator standards must attempt to:

- 1. Strengthen the knowledge, skills, disposition and administrative practices the administrator;
- 2. Refine the support, assistance and professional growth opportunities offered to the administrator, based on the individual needs of the administrator and the needs of the students, the schools, districts and the ESD;
- 3. Allow the administrator to establish a set of administrative practices and student learning objectives that are based on the individual circumstances of the administrator, including other assignments of the administrator;
- 4. Establish a formative growth process for each administrator that supports professional learning and collaboration with other teachers and administrators;
- 5. Use evaluation methods and professional development, support and other activities that are based on curricular standards and are targeted to the needs of the administrator; and
- 6. Address ways to help all educators strengthen their culturally responsive practices.

The superintendent shall regularly report to the Board on the implementation of the evaluation and support systems and educator effectiveness.

END OF POLICY

Legal Reference(s):

ORS 192.660(2), (8) ORS 334.125(7) ORS 342.120 ORS 342.815 - 342.856 OAR 581-022-2410 OAR 581-022-2420

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

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OSBA Model Sample Policy

Code: JFCEB-AR Revised/Reviewed:

Request for Personal Electronic Devices Exception

A parent or guardian may request an exception to the personal electronic device prohibition by submitting the following form to the [principal]Superintendent's Office: Name of Student Date If the reason for the request is included in the student's individualized education program, as defined in ORS 343.025 or an education plan developed for the student in accordance with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, this form is not required. This request is: in compliance with the student's medical provider's order for the care and treatment of a medical condition (attach a copy of the order); to accommodate the individual circumstances of the student; []to further specific educational outcomes for the student. Exemption Requested (describe the requested possession and/or use of a personal electronic device to be allowed and reason for the requested exemption): Duration for Requested Exemption: ________1 Signed Date Parent of Guardian Name Parent or Guardian Phone Email FOR COMPLETION BY SCHOOL ADMINISTRATION Expiration of Exemption Request Granted [][] Denied Reason for Denial More information needed. Please submit by [date] for reconsideration. []

8/25 | SL

¹ The maximum duration of an exemption is [one year][the end of the current school year][the end of the student's enrollment at this school].

Date
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School administration decisions will be issued and communicated to the parent or guardian within [ten] school days of receipt and can be appealed [with the superintendent][in accordance with KL-AR(1) – Public Complaint Procedure] within ten school days of issuance. [The superintendent's decision will be final.] Denied requests may be resubmitted if circumstances change or after 12 months, whichever is earlier.

Guidelines for exemption consideration:

- 1. [Exemptions should only be approved for [clearly documented] needs of students and their families, not mere convenience;
- 2. Exemptions should be consistently granted in a non-discriminatory manner;
- 3. Exemptions should be limited to address the specific need, with any limitations communicated to the student regarding other possession and use;
- 4. Exemptions should only be approved when other communication methods and device availability (school phones, laptops, computers, available internet, etc.) are not adequate for the specific need;
- 5. Exemptions should be communicated to necessary staff in a way that protects student privacy;
- 6. Exemptions should minimize disruption to other students, staff and the educational environment.]

OSBA Model Sample Policy

Code: JFCEB

Adopted:

Personal Electronic Devices */**

{This policy is required by ORS 336.840 and EO 25-09. EO-25-09 requires policy to be adopted and in place by October 31, 2025, with full implementation by January 1, 2026.}

Student [possession or] use of a personal electronic device is prohibited from the start of regular instructional hours until the end of regular instructional hours, except as provided below. [Personal electronic devices can be used when students are not on school grounds and are not under the supervision of school personnel (other than a school bus driver)¹.]

Except as otherwise provided in this policy, "personal electronic device" means any portable, electrically powered device that is capable of making and receiving calls and text messages and accessing the internet independently from the school's network infrastructure.^[2] This includes headphones and earbuds attached to personal electronic devices. This does not include a laptop computer or other device required to support academic activities.

Personal electronic devices may be used when use complies with the terms of:

- 1. The student's medical provider's order for the care and treatment of a medical condition;³
- 2. The student's individualized education program, as defined in ORS 343.035 or an education plan developed for the student in accordance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);⁴
- 3. A written exemption provided for the student based on a request received in JFCEB-AR. School administration will respond to such a request within [ten] school days.⁵

Personal electronic devices [must be placed in district-provided pouches or storage] [may be kept by students in lockers or backpacks, but personal electronic devices are not to be stored on the student's person or in the student's clothing][may be stored on the student's person, but may not be used] during regular instructional hours.

R8/25 | SL

¹ If students are under the supervision of school personnel other than a school bus driver, the use of personal electronic devices is prohibited during regular instructional hours. {ODE's guidance, Fostering Student Learning, Well Being, and Belonging provides that districts have discretion related to field trips. The district could include language regarding field trips here.}

² [ODE's guidance, *Fostering Student Learning, Well-Being, and Belonging* provides "This includes personal electronic devices that can make calls, send texts, or access the internet via cellular data are restricted. This includes smartphones, web-enabled flip phones, cellular-capable tablets and e-readers, smartwatches, smart glasses, and connected headphones or earbuds. This does not include laptop computers or other devices required to support academic activities."]

³ JFCEB-AR must be submitted to the building administrator, along with a copy of the order.

⁴ If use of the personal electronic device is included in the individualized education program or education plan, JFCEB-AR submission is not required.

⁵ JFCEB-AR must be submitted to the building administrator.

Students in violation of this policy will be subject to disciplinary action. Discipline for mere possession or use of a personal electronic device may not include loss of instructional time for the student (including suspension or expulsion), but could include [detention, Saturday school, a change to storage requirements, etc. {6}]. However, if the actions taken by a student violate another conduct policy, the student may be subject to discipline up to and including expulsion. [Steps may include:

- 1. First instance of Noncompliance: staff will give the student a verbal reminder of the policy and expectations to reinforce appropriate use of personal electronic devices;
- 2. Second Instance of Noncompliance: the device will be temporarily confiscated and held and the front office until the end of the school day. Parents or guardians will be notified, and a meeting with school administration may be scheduled to discuss ways to support the student;
- 3. Third Instance of Noncompliance: the device will again be temporarily held, and parents or guardians will be informed. A meeting with school administration and family will be arranged to review the policy and plan for improved compliance;
- 4. Beyond Third Instance of Noncompliance: In non-compliance continues, schools will determine additional appropriate consequences, always prioritizing keeping students in class and engaged in learning. [8]

Necessary communications during the school day while on school grounds between students and parents or guardians can be made through the school office or through a staff member.

The superintendent or designee shall ensure this policy is posted on the district website and made available to district personnel, students, parents, guardians, partners who are in school buildings during the school day, and the Oregon Department of Education.

In accordance with ORS 336.840, students may be allowed to use personal electronic devices that support academic activities and independent communications 10, except as prohibited by this policy. In academic activities in which a personal electronic device is required as part of the curriculum, students may be allowed, but not required to use their own personal electronic devices for that portion of the curriculum. Students using their own device must be granted access to any applications or electronic materials that are available to students who do not use their own personal electronic devices. These applications must be free of charge if students who do not use their own devices have access free of charge. {MOVED FROM EARLIER IN POLICY.}

R8/25 | SL

⁶ {Correction may include requiring a student to store their device in a classroom storage space instead of in the backpack.}

⁷ For example: a student could be disciplined with lost instructional time for using a personal electronic device to bully another student or for accessing inappropriate content. Discipline will be in accordance with Board policies.

⁸ {From guidance from the Oregon Department of Education. Consider whether these procedures apply at all grade levels and whether this much detail is desired in policy.}

⁹ The use of "personal electronic device" in this paragraph comes from ORS 336.840, which does not define the term. However, the definition in EO 25-09 wouldn't necessarily apply. Consequently, items like laptop computers or other devices required to support academic activities would likely be considered personal electronic devices within this paragraph.

¹⁰ "Independent communication means communication that does not require assistance or interpretation by an individual who is not part of the conversation, but that may require the use or assistance of an electronic device. ORS 336.840(1).

Requests for exemptions to this policy can be processed in accordance with JFCEB-AR, Request for Personal Electronic Devices Exemption. Appeals can be filed [with the superintendent or designee][in accordance with KL-AR(1) – Public Complaint Procedure[KHI]].

The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.

[This policy takes effect on January 1, 2026.]

END OF POLICY

Legal Reference(s):

ORS 332.107

ORS 336.840

Oregon Executive Order 25-09

Code: KL Adopted:

Public Complaints */**

(Version 2)

The ESD will develop and implement effective means of resolving complaints voiced by employees, students, parents of a student who attends school in the ESD or persons who reside in the ESD 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 ESD's administrative office and on the home page of the ESD'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);3930/4930;
- 4. Sexual harassment (student): Board policy JBA/GBN, JBA/GBN-AR(1), JBA/GBN-AR(2);3930/4930;
- 5. Workplace harassment: GBEA; GBEA-AR;
- 6. Hazing, harassment, intimidation, bullying, menacing or cyberbullying (staff): <u>7500</u>Board policy GBNA, GBNA-AR;
- 7. [Hazing,] [H][h]arassment, intimidation, bullying, [menacing,] cyberbullying, or teen dating violence (student): Board policy JFCF, JFCF-AR3440/4440;
- 8. Sexual conduct with a student (staff): Board policy 3440/4440GBNAA/JHFF, GBNAA/JHFF-AR;
- 9. Sexual conduct with a student (student): Board policy JHFF/GBNAA, JHFF/GBNAA-AR3440/4440;

- 10. Instructional resources or instructional materials: Board policy 7300HA, HA-AR;
- 11. Complaints regarding the Talented and Gifted Program (TAG): Board policy IGBBC, IGBBC-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 an administrator 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 [ESD counsel] [Board vice chair] on behalf of the Board. (See KL-AR[(1)] – Public Complaint Procedure)]

[The ESD 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 ESD.]

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 ESD, a student or a person who resides in the ESD, 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 the ESD'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)].

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

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).



