

Agenda

1. Call to Order and Roll Check

Presenter: Board Chair Rebecca Dyson

2. Land Acknowledgment

Presenter: Board Chair Rebecca Dyson

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

Presenter: Board Chair Rebecca Dyson

4. Convene Budget Hearing 10 min. 5

Presenter: Director of Business Services Sherry Ely

5. ACTION ITEM: Resolution No. 2024-25 B-3 Adopting the 2025-2026 6

Budget

Presenter: Director of Business Services Sherry Ely

6. Honoring Outgoing Board Members 45 min.

Presenter: Board Chair Rebecca Dyson

7. ACTION ITEM: Superintendent Contract Extension 8

Presenter: Board Chair Rebecca Dyson

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

Presenter: Board Chair Rebecca Dyson

A. Approval of Minutes 9

B. <u>Enrollment Report for June 2025</u>	<u>20</u>
C. <u>Personnel Report for June 2025</u>	<u>21</u>
D. <u>OSEA Salary 25-26 MOU</u>	<u>24</u>
E. <u>AEA Choir and 5th Grade Strings MOA</u>	<u>25</u>
F. <u>YMCA MOUs</u>	
G. <u>Policy Updates</u>	<u>31</u>

9. Bond Report 5 min.

Presenter: Executive Director of Operations Steve Mitzel

A. <u>Monthly Report May 2025</u>	<u>66</u>
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10. Recurring Reports 10 min.

A. OSEA Report

Presenter: OSEA Board Member James Johnson

B. AEA Report

Presenter: AEA Board Representative Alan Parowski

11. Board Reports 10 min.

Presenter: Board Chair Rebecca Dyson

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

Presenter: Board Chair Rebecca Dyson

13. Student Board Representative Report 5 min.

Presenter: Student Board Reps Owen Taylor and Azaleah Davis Powell

14. Superintendent Report 5 min.

Presenter: Superintendent Joseph Hattrick

15. Finance Report 10 min.

Presenter: Director of Business Services Sherry Ely

A. Finance Data Ending May 31, 2025 106

Presenter: Director of Business Services Sherry Ely

16. Unfinished Business 30 min.

Presenter: Board Chair Rebecca Dyson

A. Youth Truth Survey Results 112

Presenter: Assistant Superintendent Michelle Cuddeback

B. ACTION ITEM: Exclusive Negotiating Agreement & Property 121

Access Agreement

Presenter: Superintendent Joseph Hattrick

17. New Business 10 min.

Presenter: Board Chair Rebecca Dyson

A. ACTION ITEM: Secondary ELA Curriculum Adoption 137

Presenter: AHS Admin TOSA Hillary Cusenza

18. Announcements and Appointments

Presenter: Board Chair Rebecca Dyson

A. There are no scheduled work sessions in June or July. The board will meet for a 2-day board retreat on July 28th and 29th, 2025, in the District Office, 885 Siskiyou Blvd, Ashland, OR.

B. The Board will hold its next Regular Session on Thursday, July 10, 2025, at 7:00 PM in the City Council Chamber, 1175 E. Main Street, Ashland, OR.

C. A big THANK YOU to our outgoing board members.

19. Adjourn

Presenter: Board Chair Rebecca Dyson

NOTICE OF BUDGET HEARING

A public meeting of the Ashland School District Board of Directors will be held on June 12, 2025 at 7:00 p.m. at Ashland City Council Chambers, 1175 East Main, Ashland, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2025 as approved by the Ashland School District Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Ashland School District Office, 885 Siskiyou Blvd, Ashland between the hours of 8:00 a.m. and 4:00 p.m., or online at www.ashland.k12.or.us. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: Sherry Ely, Director of Business Services

Telephone: 541.482.2811

Email: sherry.ely@ashland.k12.or.us

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount Last Year 2023.2024	Adopted Budget This Year 2024.2025	Approved Budget Next Year 2025.2026
Beginning Fund Balance	\$35,745,373	\$28,153,750	\$8,737,437
Current Year Property Taxes, other than Local Option Taxes	24,972,622	25,739,400	25,414,900
Current Year Local Option Property Taxes	4,796,029	5,200,000	4,802,700
Other Revenue from Local Sources	11,181,452	10,760,000	11,748,712
Revenue from Intermediate Sources	566,357	3,350,000	430,000
Revenue from State Sources	20,075,065	19,123,000	21,910,172
Revenue from Federal Sources	2,020,594	2,545,000	1,932,299
Interfund Transfers	106,186	585,000	675,000
All Other Budget Resources	195,000	160,000	15,040,000
Total Resources	\$99,658,678	\$95,616,150	\$90,691,220

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Salaries	\$23,940,727	\$24,253,952	\$22,145,502
Other Associated Payroll Costs	16,410,255	16,096,720	16,388,888
Purchased Services	15,143,305	15,936,634	17,526,930
Supplies & Materials	2,679,844	4,612,734	3,539,569
Capital Outlay	13,933,405	19,985,000	3,547,058
Other Objects (except debt service & interfund transfers)	1,386,512	1,395,551	1,059,020
Debt Service*	7,813,900	8,353,400	18,700,400
Interfund Transfers*	106,186	585,000	675,000
Operating Contingency	0	1,000,000	5,380,000
Unappropriated Ending Fund Balance & Reserves	18,244,544	3,397,159	1,728,853
Total Requirements	\$99,658,678	\$95,616,150	\$90,691,220

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY FUNCTION			
1000 Instruction	\$27,406,395	\$28,732,307	\$26,647,877
FTE	232.45	233.23	193.75
2000 Support Services	28,491,679	28,665,693	28,881,081
FTE	124.74	124.75	110.4
3000 Enterprise & Community Service	1,329,881	1,506,591	1,573,000
FTE	11.38	11.38	10.63
4000 Facility Acquisition & Construction	16,266,093	23,665,000	7,105,009
FTE	0.0	0	0
5000 Other Uses		0	
5100 Debt Service*	7,813,900	8,064,400	18,700,400
5200 Interfund Transfers*	106,186	585,000	675,000
6000 Contingency	0	1,000,000	5,859,650
7000 Unappropriated Ending Fund Balance	18,244,544	3,397,159	1,249,203
Total Requirements	\$99,658,678	\$95,616,150	\$90,691,220
Total FTE	368.57	369.36	314.78

* not included in total 5000 Other Uses. To be appropriated separately from other 5000 expenditures.

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING	
The main source of State funding the District receives for the General Fund, the main operational fund for the District, is through the State School Fund which is distributed by the Oregon Department of Education. This funding is based solely on the average cumulative daily membership in Ashland schools resulting in the District continuing to adjust spending due to decreased enrollment. Staffing levels are continually being reviewed and adjusted, as reflected in this 2025.2026 Proposed Budget, in response to the decline in enrollment. The significant reduction in beginning fund balance is due to projects that have been funded by the Bond nearing completion.	

PROPERTY TAX LEVIES			
	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (Rate Limit \$4.1601 per \$1,000)	\$4.1601	\$4.1601	\$4.1601
Local Option Levy (Rate per \$1,000)	\$1.2900	\$1.2900	\$1.2900
Levy For General Obligation Bonds	\$7,900,000	\$8,500,000	\$8,800,000

STATEMENT OF INDEBTEDNESS		
LONG TERM DEBT	Estimated Debt Outstanding on July 1	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	\$90,317,800	\$0
Other Bonds	\$0	\$0
Other Borrowings	\$0	\$10,000,000
Total	\$90,317,800	\$10,000,000

**ASHLAND SCHOOL DISTRICT NO. 5
ASHLAND, OR
RESOLUTION NO. 2024.2025 B-3**

RESOLUTION ADOPTING THE 2025.2026 BUDGET

BE IT RESOLVED, That the Board of Directors of Ashland School District No. 5 hereby adopts the budget for 2025.2026 in the sum of **\$90,721,059** now on file in the District Administration Office, 885 Siskiyou Blvd, Ashland, OR 97520

RESOLUTION-MAKING APPROPRIATIONS

BE IT HEREBY RESOLVED, That for the fiscal year beginning July 1, 2025, the amounts shown below are hereby appropriated for the purposes indicated within the funds lists:

GENERAL FUND (100)

1000 Instruction	\$ 22,968,258
2000 Support Services	\$ 15,753,817
3000 Enterprise and Community	\$ 4,900
4000 Facilities	\$ -
5100 Debt Service	\$ 10,220,000
5200 Transfer of Funds	\$ 650,000
6000 Contingency	\$ 2,000,000
Total Appropriations	\$ 51,596,975
7000 Unappropriated Ending Fund Balance	\$ 1,235,453

SPECIAL REVENUE FUNDS (200)

1000 Instruction	\$ 3,709,456
2000 Support Services	\$ 2,388,737
3000 Enterprise and Community	\$ 1,283,100
4000 Facilities	\$ 40,000
5000 Transfer of Funds	\$ -
Total Appropriations	\$ 7,421,293
7000 Unappropriated Ending Fund Balance	\$ -

DEBT SERVICE (300)

5000 Other Uses (Debt Service)	\$ 8,480,400
Total Appropriations	\$ 8,480,400
7000 Unappropriated Ending Fund Balance	\$ -

CAPITAL PROJECTS FUND (400)

1000 Instruction	\$ -
2000 Support Services	\$ 396,515
4000 Facilities/Acquisition	\$ 7,065,009
5000 Other Uses	\$ -
6000 Contingencies	\$ 3,000,000
Total Appropriations	\$ 10,461,524
7000 Unappropriated Ending Fund Balance	\$ -

INTERNAL SERVICE FUNDS (600)

2000 Support Services	\$ 10,342,014
5000 Other Uses	\$ 25,000
6000 Contingency	\$ 859,650
Total Appropriations	\$ 11,226,664
7000 Unappropriated Ending Fund Balance	\$ -

TRUST & AGENCY FUNDS (700)

1000 Instruction	\$ -
2000 Support Service	\$ -
3000 Enterprise and Community	\$ 285,000
5000 Other Users	\$ -
Total Appropriations	\$ 285,000
7000 Unappropriated Ending Fund Balance	\$ 13,750

TOTAL APPROPRIATIONS ALL FUNDS	\$ 89,471,856
TOTAL UNAPPROPRIATED ENDING FUND BALANCE - ALL FUNDS	\$ 1,249,203
<u>TOTAL ADOPTED BUDGET</u>	<u>\$ 90,721,059</u>

RESOLUTION IMPOSING THE TAX

BE IT RESOLVED, that the following ad valorem property taxes are hereby imposed for tax yer 2025.2026 upon the assessed value of all taxable property within the District:

- (1) At the rate of \$4.1601 per \$1,000 of assessed value for the permanent rate tax
- (2) At the rate of \$1.29 per \$1,000 of assessed value for local option tax
- (3) In the amount of \$8,800,000 for debt service of general obligation bonds

RESOLUTION CATEGORIZING THE TAX

BE IT RESOLVED, that the taxes imposed are hereby categorized for purposes of Article XI section 11B as:

Subject to Education Limitation

Permanent Tax	\$4.601/\$1,000
Local Option Tax	\$1.29/\$1,000

Excluded From Limitation

General Obligation Debt Service	\$8,800,000
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ATTEST:

CLERK

DATE

6

CHAIRMAN

ASHLAND SCHOOL DISTRICT NO. 5
Adjustments to Approved 2025.2026 Budget

Resources (Revenue)			
	Proposed	Change	Adopted
Fund 105 Fund Raising_Revenue	\$20	-\$40	-\$20 entered as a positive \$20
Fund 110 Fees_Revenue	\$2	-\$4	-\$2 entered as a positive \$2
Fund 295 Donations_Revenue	\$29,817	-\$59,634	-\$29,817 entered as a positive \$29,817
	\$29,839	-\$59,678	-\$29,839

Increase in Resources

Requirements (Expenditures)			
Fund 105 Fund Raising_Expense	\$0.00	\$20.00	\$20.00
Fund 110 Fees_Expense	\$0.00	\$2.50	\$2.50
Fund 295 Donations_Expense	\$0.00	\$29,817.00	\$29,817.00
	\$0.00	\$29,839.50	\$29,839.50

Increase in Requirements **\$29,839.50**

ALL FUNDS			
	Approved	Adopted	Change
Fund 100	\$52,114,220	\$52,114,220	\$0
Fund 105	\$429,818	\$429,838	\$20
Fund 110	\$288,368	\$288,370	\$2
Fund 200 Consolidated	\$7,391,476	\$7,421,293	\$29,817
Fund 301	\$8,480,400	\$8,480,400	\$0
Fund 400 Consolidated	\$10,461,524	\$10,461,524	\$0
Fund 600 Consolidated	\$11,226,664	\$11,226,664	\$0
Fund 700 Consolidated	\$298,750	\$298,750	\$0
	\$90,691,220	\$90,721,059	\$29,839

Revenue		Expense
105.0000.1920.007.637.407.036	\$20.00	105.1131.0410.007.637.407.036
110.0000.1740.007.000.407.000	\$2.00	110.2230.0640.007.000.407.000
295.0000.1920.001.000.000.001	\$29,817.00	295.1111.0460.001.000.000.001

ADDENDUM TO:
EMPLOYMENT CONTRACT BETWEEN
JOSEPH HATTRICK
AND
THE GOVERNING BOARD OF
SCHOOL DISTRICT NO. 5
JACKSON COUNTY, OREGON

2. TERM

- A. This employment contract shall take effect as of July 1, 2024 and shall continue and remain in effect to and including June 30, 2027, subject to the District's right of termination during the term or the Superintendent's voluntary resignation or retirement as provided in Paragraph 8 below. This contract provides the written notice, as required by ORS 342.513, that the contract will expire on June 30, 2027, unless extended by mutual agreement and by a vote of the Board prior to that date.

- B. On or before May 15th of each year of this contract, the Board shall consider whether this contract should be extended by an additional year. Notification shall be provided to the Superintendent by May 15th of each year of the contract whether the Board has elected to extend the contract, effective the following July 1. In no case, however, shall this contract be for a period of greater than three (3) years. Any modification, extension or renewal that has the effect of changing the term of this contract shall be set forth in writing as either a new contract or an addendum to this contract. Failure on the part of the Board to take action shall not be deemed to have extended this contract.

In accordance with the existing contract, the Ashland School Board approved the extension of this contract through June 30, 2028. This addendum modifies Section 2.A as stated in Section 2.B.

Signed:

Board Chair

Superintendent

Date

Date

Minutes

1. **Call to Order and Roll Check**

Chair Dyson called the meeting to order, and a roll check confirmed that all members were present: Chair Dyson, Vice Chair Franko, Director Ruby, Director Skuratowicz, and Director Hatch.

2. **Land Acknowledgment**

Vice Chair Jill Franko read the Land Acknowledgment.

2. **Adoption of Agenda**

The following amendments were made to the agenda:

- a. Secondary Curriculum Review was tabled
- b. Finance Report was moved up from item 14 to item 9

❖ **Motion:** Director Skuratowicz moved, and Vice Chair Franko seconded the adoption of the agenda as amended. The motion carried by unanimous vote of the five members present.

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

To improve clarity in policy AC Nondiscrimination and Civil Rights, Director Skuratowicz requested the addition of the word "regarding" to the first line in the 4th paragraph so that it now reads, "The superintendent shall appoint individuals to contact *regarding* issues concerning the Americans with Disabilities Act and..."

❖ **Motion:** Vice Chair Franko moved, and Director Hatch seconded approval of the consent agenda as amended. The motion carried by unanimous vote of the five members present.

4.A. Approval of Minutes

4.B. Board Policy Updates

4.B.1) First Read Policies

4.B.2) Second Read Policies

4.C. Personnel Report May 2025

4.D. Enrollment Report May 2025

5. **School Presentation: Helman Elementary School**

Helman Teachers, Kelly Martin, Ashley Schwedes, Anne Cologne, and Tia McLean, along with Helman Dragons Logan, Zoe, Cash, Montgomery, Raelin, and Jojo presented to the board.

First-grade teacher Ashley Schwedes, introduced her students, who shared how many books they'd read as part of the 100 Book Club that all students are doing. Many of them have read over 100 books!

Fourth graders highlighted their BIPOC Notable Humans projects. Anne Cologne's student, Montgomery, shared her PowerPoint presentation on Shirley Chisholm. Students then read aloud their appreciation and love for their teacher, Anne.

Kindergarten teacher, Tia McLean, played an all-inclusive Helman School gratitude video, made by Teacher, Trish Dorr.

6. **ACTION ITEM: 2025-26 Student Board Representative Recommendations** Superintendent Hattrick received the recommended 2025-26 Student Board Representative nominees. He turned it over to outgoing Student Board Reps, Taylor Own and Azaleah Davis Powell, to introduce the nominees.

The Student Board Representative Nominees introduced themselves.

- Alice Carnahan is a 17-year-old junior involved in a leadership class. She enjoys engaging with the community on a larger scale.
- Milo Leiserson (submitted by video) is a 16-year-old junior involved in leadership class and sports. He is interested in representing his peers during school board meetings next year.

The Alternate Student Board Representative Nominees introduced themselves.

- Kaya Lutz is a 16-year-old junior and a Helman Dragon alumni. She is excited for the opportunity to advocate for and support younger students. Kaya wants to study public policy and government.
- Toby Pew - honored to serve as an alternative representative for the second consecutive year. He has experience in leadership class and is excited to support the board representatives and serve the school board as needed.

AHS Principal Ben Bell shared the process for selecting the nominees.

- Applications were open to the entire student body for two weeks.
- Announcements about the application process were made during the daily morning announcements, and current board representatives contacted all student-based affinity groups.
- Nine applications were submitted, and seven students were interviewed.
- The students who had demonstrated a history of participation in improving school culture were recommended.

- ❖ **Motion:** Director Hatch moved, and Director Skuratowicz seconded to accept the candidates as recommended - Milo Leiserson and Alice Carnahan as the 2025-26 Student Board Representatives and Amara Lowe and Toby Pew as the 2025-26 Alternates. The motion carried by unanimous vote of the five members present.

7. Bond Report

7.A. Monthly Report April 2025

HMK Project Manager Josh Whitaker shared the monthly bond report for activities in April.

Completion of the modernization project for the Science and Humanities building is scheduled for July or August.

The seismic project is progressing well. Mr. Whitaker expressed appreciation to the district for the accommodations provided to the contractors, which have enabled them to make significant progress in preparation for the summer work. When completed, the grade on the quad will meet ADA requirements. Mr. Mitzel reported that the district is obtaining quotes to repair, pave, and seal all the parking lots this summer.

8. School Resource Office Report

Officer Mike Bates gave his ASD SRO Report 2024-25 school year. He has been working as the district's SRO full-time for the past nine months and celebrated his 10th year as a police officer in October.

Officer Bates highlighted the following activities and accomplishments this year:

- Multiple Safety & Security Trainings
- Enforcement & Education
- Collaboration with others/ finding resources
- Engagement and building relationships with staff, students, families, and the community
- Collaboration with local emergency management for school drills
- Classroom presentations
- Participation in extracurricular activities

Successes of the SRO Program

- Direct access to many resources for students and families
- Efficiencies to complete mandated reports
- Consistency in processes

- A familiar face for students' lessons trauma

Program Goals

- Data tracking
- Earn Invitations to classrooms, clubs, and affinity groups
- Obtain age-appropriate curriculum to enhance classroom visits

9. Finance Report

9.A. Financial Data Ending April 30, 2025

Director of Business Services Sherry Ely presented the financial data for the period ending April 30, 2025. She reported that on the revenue side, there was an increase in State School Fund revenue. This increase is attributed to the 2023-24 property tax reconciliation, the 2023-24 transportation expense reconciliation, and a minor adjustment for teacher experience, which was lower in 2023-24. Included in the May 2023-24 reconciliation payment is \$80,193.60 for High Cost Disability.

In 2025-26, we are expecting an increase in State School Funding of \$239,973 due to ODE adjusting our Property Tax collections for 2024-25. This is particularly beneficial for us as it provides a cash flow boost for this year, especially since our Property Taxes are coming in lower than we estimated in December of 2023. This brings the projected negative fund balance to (\$812,438).

On the expenses side, Director Ely noted a continuing positive trend in which projected expenditures are lower than budgeted by \$1.967 million. Ms. Ely has diligently tracked the district's spending trends. She has adjusted encumbrances to align with the reduction measures implemented by Dr. Hattrick and the Lead Team in December. This year's staff reductions and furlough day savings are included.

Director Ely explained the meticulous process of rebuilding past budgets within the iVisions. This practice is essential for fine-tuning budgeting projections. The district will need to hold in a special session to review loan options. Board members expressed their gratitude for having Director Ely on the team.

10. Recurring Reports

10.A. AHS Student Report

AHS Co-Presidents Owen Taylor and Azaleah Davis-Powell shared a list of end-of-year activities and updates from the high school. Highlights included a positive turnout for Clash on the Quad, a four-way race for next year's class president, AP testing is happening, strong turnout for the blood drive, spring sports in full swing, and high school graduation on June 6.

10.B. OSEA Report

OSEA Board Member James Johnson expressed gratitude for the high school lunch staff who have been managing all the field trip lunches. The Helman staff has been supporting each other during these challenging times of losing long-term classified staff members. A shout-out to Bridgette Carnes, an EA at AMS, who jumps in when needed, and to the fearless crew that runs the SBS classroom. A shout-out for Teacher Appreciation Week goes to AMS band teacher, Jen Carstensen, who led a seamless field trip to CA and organized multiple fundraisers.

10.C. AEA Report

AEA Board Representative Alan Parowski shared positive highlights from all the school sites during Teacher Appreciation Week.

- Ashland Connect - Seeing an increased interest in the program is promising for its growth. Love the signs and affirmations of support during Teacher Appreciation Week.
- AHS Prom was fantastic, AP testing is in full swing, and teachers are enjoying breakfast, lunches, and neck massages during Teacher Appreciation Week.
- AMS: Teacher Appreciation Potluck, orchestra concert on May 20, band concert and student art show on May 22, play on May 16/17, Farewell Luau for 8th graders on June 5.

- Bellview- Ending the year with field trips, PTO hosted a memorable Teacher Appreciation Week event, uniting together to keep spirits high for next year.
- Helman- Thanks to their community partners for a delicious and delightful Teacher Appreciation Week.
- TRAILS - 8th graders preparing for their 40-mile, 5-day rite of passage trip, students participating in service-learning projects at Lithia Park and EarthTeach, getting kids outside and deepening their connection to nature, and a spring concert on May 20.
- Walker- 5th grade students participated in the first annual Walker Egg Drop, grateful for all the words, flowers, treats, and cards for Teacher Appreciation Week, 1st graders Ashland Reads field trip, 4th and 5th graders practicing for the district-wide track meet.
- WW- 8th graders performed a maypole dance on May Day, followed by a fun run, crafts, and games organized by parent volunteers. A rummage sale on May 17 and a Bike-a-thon on June 2 are two fundraisers that will help support various campus projects. WW teachers would like to express their appreciation to their team of EAs.

11. Board Reports

Director Hatch reported that he enjoyed attending the school board forum. He took a tour of the Little League fields at Hunter Park, which was organized to promote collaboration in finding solutions. He traveled to Salem for OSBA Advocacy Day, where he advocated for our schools. The kinders working in the woodshop were a special sight to see.

Vice Chair Franko noted that it was ASF month and that she had attended the donor appreciation event and participated in an ASF call night. She expressed her gratitude for teachers during Teacher Appreciation Week.

Director Skuratowicz expressed her appreciation for Alan Parowski, with whom she has “shared a microphone” since Cal Berkeley. She noted that student board representative Azaleah Davis Powell was awarded a Soroptimist scholarship for college. She continues to advocate for education and collaborate with others as we face the significant challenges ahead.

Director Ruby has been busy attending field trips and parent events, including a camping trip with TRAILS, prom, and tennis matches. He mentioned that he has been researching various topics and invites anyone who wishes to view his findings to reach out to him directly. His research topics include the impact of vaccination rates on the district, debunking the myth that there are 500 children in Ashland not attending Ashland schools (the actual number is closer to 300), and a study that shows declining enrollment does not correlate with a decline in academics.

Chair Rebecca Dyson has been actively campaigning for reelection. She took part in the candidate forum. She thanked the community for their support in the previous election and expressed gratitude to the board members for electing her as Board Chair. She hopes to continue her work for another four years.

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

- a) Alan Parowski spoke in favor of keeping the high school Alt Ed programs at Lincoln.
- b) Reed Sorensen requested continued funding for the Alt Ed programs and read a student testimony.
- c) Dani West asked the board to protect what has been built and maintain the Alt Ed Programs at Lincoln School.

13. Student Board Representative Report

Student Board Reps Owen Taylor and Azaleah Davis Powell thanked the board for allowing them to serve as their student board reps. It is technically their last meeting since they will be graduating on June 6. They are welcome to attend the June meeting if they are available.

14. Superintendent Report

Superintendent Hattrick began by introducing the Rotary Student of the Month, Nolan Hartt, a 12th grader from Ashland High School. Nolan demonstrated perseverance and camaraderie as a dedicated member of both

the Brain Bowl team and the Cross-Country team. He is described as a natural leader with an “enlightened, positive presence.” He uplifts those around him and is someone who will help guide our society into the future. Congratulations, Nolan.

14.A. Out of State Field Trip Notifications

Per policy IICA, Supt. Hatrick informed the board about the following out-of-state field trips:

- May 16-18 – AHS National Art Honors Society, San Francisco, CA
- May 22 – Bellview 5th grade class to Irongate Dam Removal, Hornbrook, CA
- May 30 – Helman 4th grade classes to Irongate Dam Removal, Hornbrook, CA

Dr. Hatrick announced all the celebrations for school employees that had taken place since the last meeting, including Teacher Appreciation Week, School Bus Driver Appreciation, Principal Appreciation, and School Lunch Hero Day. He expressed his gratitude for our community partners, the Superintendent Advisory Council, and the support of the Ashland Schools Foundation. He was captivated watching the kinders build planter boxes with Mr. Miller’s wood shop students, amazed by the community engagement during Rotary’s Ashland Reads event for our first graders. He thanked Owen, Azaleah, Max, and Toby for their service on the board and for welcoming him to the district.

15. **New Business**

15.A. Secondary ELA Curriculum Review – TABLED

15.B. ACTION ITEM: IXL Assessment Adoption

Assistant Superintendent Michelle Cuddeback reviewed the need, vetting process, and cost of the IXL Real Time Diagnostic program. The review committee used a research-based rubric to evaluate the following assessment programs: IXL, STAR, NWEA MAP Growth, and compared them to i-Ready, the current assessment program. After narrowing their choice to IXL, they conducted a pilot of IXL in several classrooms and age groups this school year. They appreciated the program's flexibility and adaptability. The diagnostic tool provides a personalized learning path, and the reports and data are user-friendly. Normed metrics offer statewide comparisons. The quote for IXL is \$11,497 over three years with delayed payment options, which is less expensive than the \$77,249 per year for i-Ready. Ms. Cuddeback and the rest of the review committee recommend that the board adopt IXL as the district's assessment program.

- ❖ **Motion:** Director Skuratowicz moved, and Director Hatch seconded to approve IXL as the assessment program for ASD. The motion carried by unanimous vote of the five members present.

16. **Announcements and Appointments**

Presenter: Board Chair Rebecca Dyson

16.A. The Budget Committee will convene on **Wednesday, May 21, 2025 and Wednesday, May 28, 2025** at 7:00 PM in the District Office Conference Room, 885 Siskiyou Blvd., Ashland, OR.

16.B. The Board will convene a Work Session on **Thursday, May 22, 2025**, at 7:00 PM via Zoom.

16.C. A Budget Hearing to adopt the budget as approved by the Budget Committee will take place on **Thursday, June 12, 2025**, at 7:00 PM in the City Council Chamber, 1175 E. Main Street, Ashland, OR.

16.D. Directly following the 7:00 PM Budget Hearing, the Board will hold its Regular Session Meeting on **Thursday, June 12, 2025**, in the City Council Chamber, 1175 E. Main Street, Ashland, OR.

17. **Adjourn – 9:34**

There being no further discussion, Chair Dyson adjourned the meeting at 9:34 PM.

Submitted by:
Holly Rosser, Board Secretary

Date for Board Approval: June 12, 2025

Minutes

1. **Call to Order and Roll Check**

Chair Dyson called the meeting to order, and a roll check confirmed that all members were present on Zoom: Chair Dyson, Vice Chair Franko, Director Ruby, Director Hatch, and Director Skuratowicz.

2. **Approval of the Agenda**

❖ **Motion:** Director Skuratowicz moved, and Director Ruby seconded to approve the agenda as presented. The motion passed by unanimous vote of all five directors.

3. **Presentation of Loan Term Sheet**

The School Board Special Session focused on approving a \$10 million tax anticipation note (TAN) from Cashmere Valley Bank. The loan, with a 5.6% fixed interest rate, offers flexibility in drawing down funds and includes a 90-day extension on the initial payment. The board discussed the need to draw down \$5 million initially to cover general fund and capital project expenditures. The total fees for the loan and legal compliance are estimated at \$220,000, and the loan will help the district meet its cash flow needs.

The loan process involved passing a resolution by the board of directors, followed by publishing a Notice of Loan Authorization in the RV Times. Then the district and its financial advisors, Piper Sandler, shopped for bonds with various banks. Although the district received three separate bond offers, only the offer from Cashmere Bank had cleared approval from the bank's credit team. The district would be required to repay the TAN in December 2025, giving them more time to secure a long-term full faith and credit loan for further financial stabilization.

While the Superintendent has the authority to approve the loan, Dr. Hattrick requested that the board be included in the proposal and decision-making process during a public meeting. The board expressed gratitude for being included in the process.

4. **Hear Public Comments**

No public comment was received.

5. **ACTION ITEM: Consider Approval of a Loan with Cashmere Valley Bank**

Interim Director of Business Services Sherry Ely and Superintendent Hattrick recommended that the board approve the district's securing a \$10 million tax anticipation note (TAN) with Cashmere Valley Bank.

❖ **Motion:** Director Hatch moved, and Director Skuratowicz seconded to support the district securing a TAN for up to \$10 million with Cashmere Valley Bank. The motion was approved by a unanimous vote of the five directors.

6. Adjourn

There being no further discussion, Chair Dyson adjourned the meeting at 2:01 PM.

Submitted by:
Holly Rosser, Board Secretary

Date for Board Approval: June 12, 2025

DRAFT

ASHLAND PUBLIC SCHOOLS

JACKSON COUNTY SCHOOL DISTRICT #5

BOARD OF DIRECTORS

REBECCA DYSON

JILL FRANKO

RUSSELL HATCH

DANIEL RUBY

EVA SKURATOWICZ

Dr. Joseph Hattrick
Superintendent



Inspire Learning for Life

MICHELLE CUDEBACK
Assistant Superintendent

STEVE MITZEL
Executive Director, Operations

SHERRY ELY
Interim Business Services Manager

APRIL HARRISON
Director, Student Services

ASHLAND SCHOOL DISTRICT 5 BUDGET COMMITTEE

May 21, 2025

7:00 PM

Location: District Office Conference Room, 885 Siskiyou Blvd.

MINUTES

1. Call to Order / Roll Call

Board Chair Dyson called the meeting to order at 7:03 pm and a roll check confirmed that a quorum was present and that Director Jill Franko had not yet arrived.

Director Franko arrived at 7:11 pm.

The following members were present:

Dave Dotterer

Jeff Pelger

Ann Gaffney

Russell Hatch

Rebecca Dyson

Jill Franko

Dan Ruby

Absent were:

Kristin Milligan

Chris Chambers

Eva Skuratowicz

District Administrators present:

Superintendent Joseph Hattrick

Assistant Superintendent Michelle Cuddeback

Director of Business Services Sherry Ely

Executive Director of Operations Steve Mitzel

Director of Student Services April Harrison

2. Introductions

A round of introductions ensued with all present.

3. Review Budget Committee Role and Process

Director of Business Services Sherry Ely reviewed the Budget Committee's role and process for reviewing the proposed revenues and expenditures and ultimately approving the proposed budget.

4. Adopt Rules of Order

Chair Dyson declared that the Budget Committee operates under a modified version of Robert's Rules of Order.

5. Appoint Committee Presiding Officer

- ❖ Mr. Dotterer nominated Ann Gaffney as the Budget Committee Presiding Officer, and Mr. Pelger seconded. Dr. Gaffney accepted the role. The motion carried by unanimous vote of the committee members.

6. Deliver Budget Message and 2025-2026 Proposed Budget

Superintendent Hatrick read the budget message, summarizing and highlighting key points related to the budget for the 2025-26 school year. The district's commitment to equity is reflected in the Multiple Tiered Systems of Support (MTSS), which focuses on meeting students where they are and providing them with the right support at the right time. The proposed budget ensures continuity of services for our students and community while right-sizing the district and restabilizing the budget for the future.

Director of Business Services Sherry Ely presented the proposed budget, highlighting several key points. The proposed budget for 2025-2026 is \$90,691,220, with a projected beginning fund balance of \$1,235,405. Key points included a 12% increase in health insurance, a 10% reduction in discretionary budgets, property tax revenue reflecting a more realistic collection, deficits in the transportation fund, and the need to allocate \$185,000 for depreciation, along with a \$10 million tax anticipation note (TAN) to address immediate cash flow issues. Ms. Ely noted that the Food Service program has historically not been a self-sustaining fund, requiring the General Fund to transfer up to \$500,000 each year to prevent that fund from ending the year in a deficit. The 2025-2026 budget includes a \$500,000 transfer to the Food Service Fund. The district's operating budget remains flat, with a 3% increase in the ending fund balance. Special revenue funds allocate \$1.3 million for federal programs and \$1.27 million for food service. The district aims to stabilize operations and improve financial stability within three years. Challenges discussed include declining enrollment, rising operational costs, and the need for accurate revenue and expense projections to avoid past financial oversights.

7. Budget Committee Questions and Discussion

The committee discussed multiple topics and made the following requests:

- A breakdown of the number of students compared to the number of instructors over the years and projected.
 - A clearer understanding of the three-year outlook with the proposed budget plan and steps being taken to improve financial accountability.
 - The committee's role is to review the overall picture and avoid getting bogged down in scrutinizing line items.
- ❖ Noticing that it was 9 pm, Director Dyson moved to extend the meeting by 30 minutes. Director Franko seconded. The motion carried by unanimous vote of the committee members.

8. Receive Public Comment

Presiding Officer Gaffney called for public comment.

Audience members expressed their gratitude for Director Ely's work on the district's financial situation.

9. Approval of Proposed Budget or Announce Next Meeting Date

The meeting concluded with plans to address budget questions via email to Superintendent. Hatrick and Director Ely by EOD Monday, May 26.

The next Budget Committee Meeting is scheduled for Wednesday, May 28, 2025, at 7:00 pm in the district office conference room.

10. Adjourn

Presiding Officer Gaffney adjourned the meeting at 9:25 pm.

Submitted by:
Holly Rosser, Board Secretary

Dated for Approval: June 12, 2025

Minutes

1. Call to Order / Roll Call

Committee Presiding Officer Gaffney called the meeting to order at 7:01 pm and a roll check confirmed that a quorum was present and that Jill Franko had not yet arrived.

Ms. Franko arrived at 7:08 pm.

The following members were present:

Dave Dotterrer
Jeff Pelger
Ann Gaffney
Russell Hatch
Rebecca Dyson

Jill Franko
Dan Ruby
Kristin Milligan
Chris Chambers
Eva Skuratowicz

Absent were: none

District Administrators present:

Superintendent Joseph Hattrick
Director of Business Services Sherry Ely
Executive Director of Operations Steve Mitzel
Director of Student Services April Harrison

2. Review Committee Questions / Discuss Budget

Presiding Officer Gaffney reviewed the role of the budget committee, and Director Dyson stated the goal of the meeting: to approve the budget.

Superintendent Hattrick issued a revised Budget Message and clarified the collaborative process for developing the proposed budget, including the overarching strategies within the Integrated Guidance Application.

Director of Business Services, Sherry Ely responded to the questions the budget committee submitted after the first meeting. Highlights included:

- A loan to address a \$5 million budgeting shortfall caused by years of poor accounting practices.
- A multi-year plan to right-size our budget by amortizing the loan to allow for realistic payments, creating an accurate budget, staffing based on enrollment, and establishing a process for ongoing monitoring.
- Review of YAAL expenditures and confirmation of fair spending practices between extracurricular activities and sports.
- Improved business office practices by involving the leadership team in the budgeting process for a more accurate accounting of expenditure allocations, creating fund-specific bank

accounts, ensuring monthly reconciliation by a trained business office staff member, conducting a three-person review of the bank statements, utilizing expenditure and revenue projection reports along with forecasting tools, and continuing to have OASBO review the work of the business services director.

- The projected operating budget presents a more realistic outlook by incorporating an ending fund balance, increased sub costs, and a rise in software expenses.
- The systems that helped save the district \$3 million in 2024-25 and that will continue into 2025-26 include reduced P-card distribution, evaluating positions after resignation, streamlined field trip processes with 70% reimbursement from the state, improved coding, and capturing expenditures in the current school year.
- Discussions regarding budgeting variances included adequate budgeting for 2025-26, an increase in sub costs in both the 1000 and 2000 functions, an increase in COLA and health care premiums, budgeting for grant indirect charges, efficiencies in maintenance fees and special education, and an increase in Community Services due to reduced Title I funding.

Additional discussions included:

- Messaging effective research for mixed-grade classrooms.
- Realistic timeline for balancing the budget after the loan.
- Affirming that the budget reflects a good balance of staff reductions in the first years of the budgeting overhaul.
- Reviewing the language of the Budget Resolution.

3. Receive Public Comment

Presiding Officer Gaffney called for public comment, and one audience member expressed excitement for the proposed 2025-26 budget.

4. Budget Approval

Presiding Officer Gaffney called for a motion to approve the proposed 2025.2026 budget.

- ❖ Mr. Dotterrer moved to approve the 2025-2026 Budget as expressed in Resolution No. 2024.2024 B-2 Adopting the 20205.2026 Budget. Mr. Chambers seconded the motion. Roll call confirmed that the motion carried by unanimous vote of the budget committee.

Roll Call: Yes Vote – Mr. Chambers, Mr. Dotterrer, Mr. Hatch, Ms. Gaffney, Ms. Skuratowicz, Mr. Ruby, Ms. Franko, Mr. Pelger, Ms. Dyson, and Ms. Milligan.

5. Preview Next Steps

Once the budget committee has approved the budget, its work is finished. The district will then publish a summary of the budget (Form ED1) in the local newspaper, announcing the Budget Hearing on June 12, 2025, at 7 PM. A resolution to approve the budget and allocate appropriations will be presented to the school board for adoption during the regular session board meeting on June 12, 2025.

6. Adjourn

Presiding Officer Gaffney adjourned the meeting at 9:00 pm.

ASHLAND PUBLIC SCHOOLS ENROLLMENT SUMMARY

June 2025 Full-Time and Part-Time Enrollment Counts by Site and Grade

SITE	K	1	2	3	4	5	6	7	8	9	10	11	12	
BELLVIEW	49	35	39	47	36	41								247
HELMAN	32	43	46	43	58	43								265
WALKER	37	40	37	38	42	47								241
TRAILS	13	13	14	17	16	17	17	14	18					139
*Ashland CONNECT	0	1	0	3	3	4	4	6	6					27
AMS							161	159	190					510
AHS Full-time										220	190	208	197	815
AHS Part-time										1	1	4	7	13
WW Full-time	19	20	22	21	23	21	25	24	19					194
WW Part-time	1	5	1	4	8	2	5	0	3					29
Level 2 Program	0	0	0	0	1	1	0	1	0	1	1	0	0	5
ASD TOTALS	150/1	152/5	158/1	169/4	179/8	174/2	207/5	204/0	233/3	221/1	191/1	208/4	197/7	2443/42

	Full-Time Enrollment History														
	2010	2011	2012	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
BELLVIEW				315	322	325	315	318	263	256	246	258	254	247	
HELMAN				303	314	351	345	345	286	286	281	315	302	265	
WALKER				299	342	343	337	344	275	277	226	221	241	241	
TRAILS				100	120	122	123	122	105	107	180	135	139	139	
AMS				579	562	565	564	517	485	480	461	527	529	510	
AHS				971	996	971	950	940	942	914	934	888	822	815	
WILLOW				195	192	179	178	180	159	150	150	163	179	194	
Ashland Connect				0	0	0	0	0	0	0	0	24	24	27	
Level 2 Program														5	
ASD TOTALS				2762	2848	2856	2812	2766	2515	2470	2478	2531	2490	2443	

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

NOTES:

1. The Level 2 Program is the new District K-12 Site based at Lincoln
2. Willow Wind has an additional 29 part-time homeschooled students we report semi-annually

Ashland School District
 Board Personnel Report
 June 1, 2025

SITE	NAME	POSITION	STATUS	STATUS CHANGE	SALARY PLACEMENT EXCEPTION
AHS	Eric Schwark	Youth Advocate	Resignation	NO	NONE
AHS	Sarah Weston	Fresh Start Co-Coordinator	Temporary Service	NO	NONE
AHS	Emily Pew	Fresh Start Co-Coordinator	Temporary Service	NO	NONE
AHS	Jennifer Bein	Summer School Teacher	Temporary Service	NO	NONE
AHS	Daren Shaw	Summer School Teacher	Temporary Service	NO	NONE
AHS	Brice McCoy	Summer School Teacher	Temporary Service	NO	NONE
AHS	Robert Joe	Summer School Substitute Teacher	Temporary Service	NO	NONE
AHS	Alexandra Steiner	Teacher, ESL	Resignation	NO	NONE
AHS	Beau Lehnerz	Teacher, PE	Resignation	NO	NONE
AHS	Benjamin Bell	Principal	Resignation	NO	NONE
Student Services	William Beckett	Tutor	Temporary Service	NO	NONE
Student Services	Lauren Slaughter	Teacher, SPED	Resignation	NO	NONE
Student Services	Emily Heiner	EA- Site Based	Resignation	NO	NONE
Student Services	Anirudh Sairam	EA-Site Based	Resignation	NO	NONE
Student Services	Vickie Bates	EA-Site Based	Resignation	NO	NONE
Student Services	David Brendlinger	Teacher, Site Based	Resignation	NO	NONE
Student Services	Susan Hudson	EA- SPED I	Resignation	NO	NONE

Ashland School District
 Board Personnel Report
 June 1, 2025

Student Services	Allison Bingamon	TOSA	Resignation	NO	NONE
Student Services	Katrina Caudill	Teacher, SPED	Resignation	NO	NONE
Transportation	Jason Brooks Torres	Bus Driver	Resignation	NO	NONE
Helman	Susan Hollandsworth	Intermin Principal	1.0 FTE	NO	NONE
Helman	Toni DiMaggio	Teacher, Grade 1	Resignation	NO	NONE
Helman	Emaryia Adams	Office Manager	Resignation	NO	NONE
Maintenance	Daniel Meza	Custodian	1.0 FTE	NO	NONE
Maintenance	Diarmuid Jude Gibson	Head Custodian	Resignation	NO	NONE
Maintenance	Diarmuid Jude Gibson	Custodian	1.0 FTE	NO	NONE
Maintenance	Darren Walker	Custodian	1.0 FTE	NO	NONE
Maintenance	Connor McCollom	Summer Crew	Temporary Service	NO	NONE
Maintenance	James Johnson	Summer Crew	Temporary Service	NO	NONE
Maintenance	Gloria Duran-Garduno	Summer Crew	Temporary Service	NO	NONE
Maintenance	Payson Wallace	Summer Crew	Temporary Service	NO	NONE
Maintenance	Erika Lowe	Summer Crew	Temporary Service	NO	NONE
District Office	Sherry Ely	Business Manager	1.0 FTE	NO	NONE
District Office	Emaryia Adams	Administrative Assistant	1.0 FTE (Temporary)	NO	NONE
TRAILS	Dana Yearsly	Grant Garden Maintenance	Temporary Services	NO	NONE
TRAILS	Zoe Lavier-Fisher	Grant Garden Maintenance	Temporary Services	NO	NONE
TRAILS	Nasser Rihan	Teacher, Grade 3/4	Resignation	NO	NONE
TRAILS	Sage Meadows	Teacher, Music	Resignation	NO	NONE
Walker	J'me Strowbridge	Principal	1.0 FTE	NO	NONE

Ashland School District
Board Personnel Report
June 1, 2025

Walker	Sonia Hill	Summer School Teacher	Temporary Services	NO	NONE
Walker	Kathleen Erickson	Summer School Teacher	Temporary Services	NO	NONE
Walker	Debra Laird	Summer School EA	Temporary Services	NO	NONE
AMS	Jarret Davidson	QSA Affinity Group Advisor (0.50)	Temporary Services	NO	NONE
AMS	Amy VanKuiken	Teacher, 7/8 Language Arts	Resignation	NO	NONE
AMS	Jessica Pinkerton	EA	Resignation	NO	NONE
AMS	Melinda Lindgren	Teacher, 7/8 Spanish	Resignation	NO	NONE
AMS	Josh Desmond	Teacher, Health	Resignation	NO	NONE
AMS	Darian Murphy	Teacher, PE	Resignation	NO	NONE
AMS	Vanessa Grant	Teacher, 7/8 Math	Resignation	NO	NONE
Food Service	Tiffany Sanders	Food Service Worker	0.5 FTE	NO	NONE
Food Service	Sergio Rosales	Summer Lunch	Temporary Services	NO	NONE
Food Service	Joseph Schindler	Summer Lunch	Temporary Services	NO	NONE
Food Service	Casaundra Esposito	Summer Lunch	Temporary Services	NO	NONE
Food Service	Rebekah Davis	Summer Lunch	Temporary Services	NO	NONE
Food Service	Mirna Iturbe	Summer Lunch	Temporary Services	NO	NONE
Food Service	Tiffany Sanders	Summer Lunch	Temporary Services	NO	NONE
Bellview	Emily Heiner	EA	Resignation	NO	NONE
Bellview	Michelle Bolinger	CDS	Resignation	NO	NONE
Bellview	Sage Meadows	Teacher, Music	Resignation	NO	NONE
Willow Wind	Esmeralda Gonzalez	EA	Resignation	NO	NONE

MEMORANDUM of UNDERSTANDING
Between
Ashland School District #5
And
Oregon School Employees Association Ashland Chapter 42

This Memorandum of Understanding (“MOU”) is entered into by and between the Ashland School District #5 (“District”) and the Oregon School Employees Association Ashland Chapter 42 (“Association”). The District and Association are parties to a collective bargaining agreement (“CBA”) with effective dates of July 1, 2025 – June 30, 2027.

RECITALS

Effective July 1, 2025, the wage scale (Appendix A) for the 2025-2026 fiscal year shall increase by 3% for all classified positions.

1. Any provision of the parties’ CBA not expressly modified by this MOU shall remain in full force and effect.
2. Any disputes regarding an alleged violation or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure in the CBA between the parties.
3. This MOU shall become effective upon signature of the parties and ratification by OSEA members if OSEA requires ratification, and it shall expire on June 30, 2027.

For OSEA:

For Ashland School District:

Ashland Chapter 42 President Date

Ashland Superintendent Date

OSEA Field Representative Date

Ashland Board Chair Date

MEMORANDUM OF AGREEMENT
BETWEEN
SOUTHERN OREGON BARGAINING COUNCIL/ASHLAND EDUCATION
ASSOCIATION
AND
ASHLAND SCHOOL DISTRICT NO. 5

This memorandum is entered into on June 3, 2025, between the Southern Oregon Bargaining Council/Ashland Education Association and the Ashland School District.

The District and Association agree to add Elementary Choir, Middle School Choir, and 5th Grade Strings to Group E of the Extra-Duty Schedule outlined in Appendix B for the 2025-2026 school year.

Southern Oregon Bargaining Council

Date

Ashland Education Association

Date

Ashland School District Superintendent

Date

Ashland School Board

Date

Appendix B - Extra Duty Assignments

Compensation schedule for responsibilities exceeding the members' job descriptions or completed outside of the contracted day/year are herein referred to as extra duty assignments.

All extra duty assignments shall be voluntary. Extra duty assignments shall first be made available to the staff, then the community.

This schedule is grouped by position A, B, C, etc., to indicate the level of responsibility and compensation. Prior to the assignment of any person to any group, the District shall list, in writing, the duties to be performed during the year. There shall be evaluations by immediate supervisors and principals of the accomplishments of assigned duties.

EXTRA DUTY SCHEDULE

GROUP A

1. Middle School Athletic Coordinator
2. Football, Head Coach, High School
3. Basketball, Head Coach, High School
4. Dean of Students, High School - Two stipends
5. Volleyball, Head Coach, High School (Girls)
6. CTE Coordinator
7. MTSS Coordinator

GROUP B

1. Wrestling, Head Coach, High School
2. Baseball, Head Coach, High School
3. Track, Head Coach, High School
4. Softball, Head Coach, High School
5. Head Debate Coach – Two stipends
6. Soccer, Head Coach, High School
7. Annual Advisor, High School
8. Journalism Advisor, High School
9. Drama Coach – Three stipends based on three productions
10. Leadership Advisor, High School

GROUP C

1. Cross Country, Head Coach, High School
2. Elementary Coaching (School Year)
3. Cheer Coach, High School
4. Dance Coach, High School
5. Robotics Coach, High School

GROUP D

1. Tennis, Head Coach, High School
2. Assistant Coaches, High School
(Track, Baseball, Football, Basketball, Wrestling, Volleyball, Soccer, Softball, Debate Coach – Two stipends)
3. Head Swim Coach, High School

4. Band, High School
5. Pep Band, High School
6. Orchestra, High School
7. Choir, High School

GROUP E

1. Track, Head Coach, Middle School, 7th and 8th
2. Cross Country Assistant, High School
3. Outdoor School Director, Middle School
4. Football, Head Coach, Middle School, 7th and 8th
5. Cross Country, Head Coach, Middle School, 7th and 8th
6. Athletic Trainer (each season)
7. AHS Extra-Curricular Academic Advisor
8. AHS Musical Advisor
9. Band, Middle School
10. Orchestra, Middle School
11. AMS Drama – Paid out twice each year for a total of one stipend per production

GROUP F

1. Golf, Head Coach, High School
2. Coaches Middle School, 7th and 8th, Football, Basketball, Track, Volleyball, Wrestling
3. Annual Advisor Middle School
4. Weight Room, High School
5. Assistant Athletic Director, High School
6. Tennis Assistant Coach, High School
7. Swim Assistant Coach, High School
8. Assistant Dance Coach, High School
9. AHS Intramural Program Advisor
10. Yearbook Advisor, High School

GROUP G

1. Newspaper Advisor, Middle School

GROUP H

1. High School Club Advisors (FBLA, VICA, DECA, International) Freshman, Sophomore, Junior, Senior Class Advisors
2. National Arts Honor Society
3. LETRS
4. Brain Bowl Advisor
5. Middle School (6th grade) Football, Volleyball, Basketball (limited to step 1 only)
6. Middle School (6th grade) Softball, Track (1/2 of step 1 amount)
7. National Honor Society Advisor, High School
8. Model United Nations Advisor, High School
9. Science Bowl Advisor, High School and Middle School
10. Math Bowl Advisor, High School

11. Mock Trials Advisor, High School
12. Academic Scavenger Hunt, High School and Middle School
13. Dean of Students, Middle School
14. Affinity Group Advisor, K-12

GROUP I

1. Advisors of Activities which are voluntary and principal-approved
2. M.S. Outdoor School Advisors (10 hr./week)

NOTE:

1. Middle School team leaders receive .078 of employee base salary. High School department heads with 10 or more employees = .065 of employee base salary, with 5 to 9 employees = .058 of employee base salary.
2. Individuals in Group I will be paid in accordance with Article 10.
3. Professional Learning Community Leaders receive .066% of employee base salary.
4. Elementary Affinity Group Facilitators shall be paid the hourly equivalent of Step 1/Column 1 of the Licensed Salary Schedule for two hours monthly for preparing and facilitating the group. More than two hours worked and paid per month must receive prior administrator approval.

INCREMENT ADVANCEMENT SALARY SCHEDULE FOR EXTRA DUTY ASSIGNMENTS:

1. The entire schedule is based upon the entry level of the salary schedule for a beginning employee for District licensed staff.
2. Any newly hired or presently assigned personnel can be placed at any level higher than the minimum depending upon the person's experience.
3. Advancement on this schedule is not automatic. Extra duty assignments are for one school year only and must be renewed each year.
4. Licensed personnel shall be notified when advanced on the extra duty schedule.

NEW HIRE MENTOR PROGRAM

1. The purpose of the Ashland School District New Hire Mentor Program is to provide certified staff, new to the District, with a point person who has District and Site specific experience and knowledge. The Mentor makes introductions and connects the new hire to needed resources and procedures, with the goal of easing their transition. A complete list of expectations can be found in the New Hire Mentor job description. While the Mentor is not responsible for training or evaluating the new hire's job performance, Mentors may provide assistance and feedback to the new hire if asked.
2. Members with a minimum of three full years of experience, with at least two years at their current school site, are eligible to apply to be a mentor.

- 3) If possible, Mentors will meet with their mentees during New Hire Orientation. If not possible, Mentors will meet with their mentees during in-service week.
- 4) Mentors are responsible for providing targeted support through daily onsite support and frequent face-to-face check-ins. While there will be an increased need for mentoring in the first weeks of the school year, the mentor will meet with the new member regularly throughout the school year to offer assistance and support.
- 5) Mentors will receive a \$1,000 stipend per mentee.

EXTRA DUTY COMMITTEE

Each year, an Extra Duty Committee shall be seated. Staff members may submit proposals for creating new extra duty positions or for movement of extra duty placements to the committee for consideration. Recommendations from the Extra Duty Committee shall be brought to the Contract Maintenance Committee for consideration. Any added positions or movement on the extra duty schedule shall be memorialized in a Memorandum of Agreement and approved through the process identified in Article 32.

Extra Duty Schedule

2024-2025 Base = The same as the 2023-2024 base = \$47,410

2025-2026 Base = The same as the 2023-2024 base = \$47,410

<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
GROUP A	(15.5%)	(16%)	(16.5%)	(17%)	(17.5%)
GROUP B	(11%)	(11.5%)	(12%)	(12.5%)	(13%)
GROUP C	(9.5%)	(10%)	(10.5%)	(11%)	(11.5%)
GROUP D	(8.5%)	(9%)	(9.5%)	(10%)	(10.5%)
GROUP E	(7.5%)	(8%)	(8.5%)	(9%)	(9.5%)
GROUP F	(5.5%)	(6%)	(6.5%)	(7%)	(7.5%)
GROUP G	(4%)	(4.5%)	(5%)	(5.5%)	(6%)
GROUP H	(2%)	(2.5%)	(3%)	(3.5%)	(4%)

Extended Pay for Post-Season Activity

- A. Coaches listed in Appendix B will be paid an additional stipend for participating in post season OSAA and other state sanctioned competition(s) at 2%/day of the coach's extra duty salary for practice/event days to a maximum of 10%/week. This extended pay will

start with the second week of post-season play/activity.

- B. Non-athletic advisors listed in Appendix B (i.e., rally, band, etc.) will be paid an additional stipend for participating in post season OSAA and other state sanctioned athletic competition(s) at 2%/day of the advisor's extra duty salary for practice/event days to a maximum of 10%/week. This extended pay will start with the second week of post- season play.
- C. Non-athletic advisors as listed in Appendix B involved in an extended season activity as established through competition will be paid at 2%/day of the advisor's extra duty pay up to one week's equivalent maximum of 10% for one week per year.
- D. The number of coaches/advisors per team that will be eligible for extended pay will be determined by the building principal and/or the athletic director.
- E. This section will have full force and effect as long as funds are available.

Ashland School District 5

Code: AC
Adopted: 8/09/10
Revised/Readopted: 5/08/17; 11/09/23; 9/12/24
Orig. Code: AC

Nondiscrimination ~~and Civil Rights~~

The district ~~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 race¹¹, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status or veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status or veterans' status of any other persons with whom the individual associates.

The district prohibits discrimination and harassment in, but not limited to, employment, assignment and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; 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 schools, to respect all individuals and to establish channels through which constituents can communicate their concerns to the administration and the Board.

~~The Board directs the superintendent to designate the district's civil rights coordinator and make contact information available to staff, students, and parents.~~

The superintendent shall appoint individuals to contact ~~regarding on~~ issues concerning the Americans with Disabilities Act and Americans with Disabilities Act Amendments (ADA), Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments, and other civil rights or discrimination issues. The district 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 district's administrative office and available on the home page of the district's website.

The district 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, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

¹¹ 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))~~.

Any complaint alleging discrimination may be made to any civil rights coordinator and will be processed in accordance with administrative regulation AC-AR - Discrimination Complaint Procedure. Depending on the nature of the complaint, additional requirements may apply.

The district will document and track:

1. All reports of discrimination received by the district and all responses to those reports issued by the district, including any investigations completed and remedies provided; and
2. The training completed by each civil rights coordinator.

Civil Rights Coordinator

[The Director of Student Services [insert position title(s)] is the district's civil rights coordinator.]

The civil rights coordinator(s) will:

1. Be knowledgeable of the requirements in OARs 581-021-0038, 581-021-0045, 581-021-0046, and 581-021-0660;
2. Have the independence and authority necessary to carry out the provisions of OAR 581-021-0660;
3. Monitor, coordinate, and oversee district compliance with state and federal laws prohibiting discrimination in education, including ensuring the availability of, and providing to students and staff:
 - a. The notice of nondiscrimination² required by OAR 581-021-0045; and
 - b. The district written complaint process for making reports of discrimination.
4. Oversee and ensure the resolution of district investigations of complaints alleging and substantiating discrimination, including the provision of remedies designed to restore or preserve equal access to an education program or activity;
5. Provide guidance to district staff on civil rights issues in the district;
6. Respond to questions and concerns about civil rights in the district;
7. Coordinate efforts to prevent civil rights violations from occurring in the district; and
8. ^{3} [Satisfy the training requirements in OAR 581-021-0660 (2)-(3)] [Satisfy the following training requirements:

Upon initial designation, a civil rights coordinator must receive the following training in accordance with a schedule established by the Oregon Department of Education (ODE):

² The notice of nondiscrimination will include the name or title, work address, email address, and phone number of each civil rights coordinator.

³ {OAR 581-021-0655(3)(a) requires the district adopt a policy including the requirements in OAR 581-021-0660, including the training requirements referenced and listed here. The district can meet this requirement by choosing either of the two bracketed options.}

Commented [HR1]: We can either list the ORS or list the full list of training requirements.

Commented [JH2R1]: We elected to reference the statute in the event there is modified language to the statute, we would not need to revise policy immediately.

The meaning of discrimination under state and federal nondiscrimination law, including ORS 659.850, Title VI of the Civil Rights Act of 1964 Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990;

The duties of districts under state and federal nondiscrimination law, including ORS 342.700 to 342.708, ORS 659.850 and 659.855, Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the American's with Disabilities Act of 1990, those statutes' implementing rules and regulations, and determinations made by the Oregon Department of Education and the United States Department of Education's Office for Civil Rights;

The coordinators required by Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and those coordinators' duties;

Identifying discrimination and reports of discrimination;

Responding to reports of discrimination;

Conducting civil rights investigations, including identifying conflicts of interest, and using strategies to mitigate conflicts of interest;

Preventing discrimination in public school programs and activities;

Identifying retaliation taken in response to reports of discrimination, responding to reports of such retaliation, and preventing such retaliation in public school programs and activities;

Tracking and documenting reports of discrimination.

In years subsequent to being designated a civil rights coordinator, a civil rights coordinator must annually receive the following training in accordance with a schedule established by ODE:

The meaning of discrimination under state and federal nondiscrimination law, including ORS 659.850, Title VI of the Civil Rights Act of 1964 Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990;

The duties of districts under state and federal nondiscrimination law, including ORS 342.700 to 342.708, ORS 659.850 and 659.855, Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the American's with Disabilities Act of 1990, those statutes' implementing rules and regulations, and determinations made by the Oregon Department of Education and the United States Department of Education's Office for Civil Rights;

The coordinators required by Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and those coordinators' duties;

Reporting discrimination, and responding to reports of discrimination, including through complaint processes and investigations.⁴

END OF POLICY

Legal Reference(s):

⁴ Training must first be completed by June 30, 2025.

ORS 174.100	ORS 659A.003	ORS 659A.321
ORS 192.630	ORS 659A.006	ORS 659A.409
ORS 326.051(1)(e)	ORS 659A.009	OAR 581-002-0001 – 002-0005
ORS 332.505	ORS 659A.029	OAR 581-021-0045
ORS 408.230	ORS 659A.030	OAR 581-021-0046
ORS 659.805	ORS 659A.040	OAR 581-021-0047
ORS 659.815	ORS 659A.103 - 659A.145	OAR 581-022-2310
ORS 659.850 - 659.860	ORS 659A.230 - 659A.233	OAR 581-022-2370
ORS 659.865	ORS 659A.236	OAR 839-003
ORS 659A.001	ORS 659A.309	

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).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (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, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
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).
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).

Cross Reference(s):

- ACB - Every Student Belongs
- JBB - Equity Policy
- GBA - Equal Employment Opportunity
- JB - Equal Educational Opportunity
- KL - Public Complaints

Ashland School District 5

Code: AC-AR
Revised/Reviewed: 12/01/04; 5/08/17
Orig. Code: AC-AR

Discrimination Complaint Procedure

{Required administrative regulation. OAR 581-022-2370 requires districts to have complaint procedures, including for complaints of discrimination. Federal law also requires discrimination complaint procedures. This is the March 2023 published version of this administrative regulation and is the recommendation following the invalidation of the 2024 Title IX regulations.}

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 principal. The principal 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.

Any staff member that receives a written or oral complaint shall report the complaint to the principal.

Step 2: If the complainant wishes to appeal the decision of the principal, he/she may submit a written appeal to the superintendent or designee within 10 school days after receipt of the principal's response to the complaint. The superintendent or designee shall review the principal's decision and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the principal's decision and respond, in writing, to the complaint within 10 school days.

Step 3: If the complainant is not satisfied with the decision of the superintendent or designee, a written appeal may be filed with the Board within 10 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. The Board may meet with the concerned parties and their representative at the next regular or special Board meeting. The Board's decision will be final and will include the legal basis for the decision, findings of fact and conclusions of law. A copy of the Board's final decision shall be sent to the complainant in writing within ~~10-30~~ days of ~~this meeting~~. receipt of the appeal by the Board.

If the principal is the subject of the complaint, the individual may file a complaint with the superintendent or designee. If the superintendent is the subject of the complaint, the complaint 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, should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may be made directly to the Board vice chair.

Timelines may be extended based upon mutual consent of both parties in writing [, but will not be longer than 30 days from the date of the submission of the complaint at any step]. The overall timeline of this

complaint procedure may be extended beyond 90 days from the initial filing of the complaint upon written mutual consent of the district and the complainant.

If the complainant, if a person who resides in the district[,] ~~or~~ a parent or guardian of a student who attends school in the district ~~or a student.~~ is not satisfied after exhausting local complaint procedures, the district 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 of the initial filing of the complaint, ~~or 90 days, whichever occurs first, he/she~~ may appeal the district's final decision in writing to the Deputy Superintendent of Public Instruction under Oregon Administrative Rule (OAR) 581-002-0001 – 581-002-0023. 581-022-1940.

DISCRIMINATION COMPLAINT FORM

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

Name of Person Filing Complaint Date School or Activity

Student/Parent Employee Nonemployee (Job applicant) Other _____

Type of discrimination: ~~Race~~ ~~Color~~ ~~Religion~~
 ~~Sex~~ ~~National Origin~~ ~~Disability~~
 ~~Marital Status~~ ~~Age~~ ~~Sexual Orientation~~
 ~~Other~~ _____

Type of discrimination:

- | | | |
|---|---|--|
| <input type="checkbox"/> <u>Race</u> | <input type="checkbox"/> <u>Mental or physical disability</u> | <input type="checkbox"/> <u>Age</u> |
| <input type="checkbox"/> <u>Color</u> | <input type="checkbox"/> <u>Marital status</u> | <input type="checkbox"/> <u>Sexual orientation</u> |
| <input type="checkbox"/> <u>Religion</u> | <input type="checkbox"/> <u>Familial status</u> | <input type="checkbox"/> <u>Pregnancy</u> |
| <input type="checkbox"/> <u>Sex</u> | <input type="checkbox"/> <u>Economic status</u> | <input type="checkbox"/> <u>Discriminatory use of a Native American mascot</u> |
| <input type="checkbox"/> <u>National or ethnic origin</u> | <input type="checkbox"/> <u>Veterans' status</u> | |
| <input type="checkbox"/> <u>Gender identity</u> | | |
| <input type="checkbox"/> <u>Other</u> | | |

Specific complaint: (Please provide detailed information including names, dates, places, activities and results of the discussion.)

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

Suggested solution/resolution/outcome: _____

The complaint form should be mailed or taken to the principal.

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.

Review: 11.8.21
First Read: 05.08.25
Second Read: 06.12.25

Drug and Alcohol Testing and Record Query - Transportation Personnel

(This policy is required if the district operates their own transportation services, or any district staff that is required to have a commercial driver's license (CDL)).

The district is committed to the establishment of a drug use and alcohol misuse prevention program that meets all applicable requirements of the Omnibus Transportation Employee Testing Act of 1991 (OTETA). The district or its transportation provider shall have an in-house drug and alcohol testing program or be a member of a consortium that provides testing that meets the federal regulations, and shall annually certify this information to the Oregon Department of Education (ODE). The district or its transportation provider shall comply with the reporting and pre-employment and annual query requirements of the Federal Motor Carrier Safety Administration (FMCSA).

Accordingly, all employees subject to commercial driver's license (CDL) requirements shall be prohibited from:

1. The use of drugs, unless a written prescription from a licensed doctor or osteopath is provided, including a statement advising that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle;
2. The use of alcohol including:
 - a. While on duty;
 - b. Eight hours before driving, in accordance with Oregon Administrative Rules;
 - c. Eight hours following an accident;
 - d. Consumption resulting in prohibited levels of alcohol in the system.

"Drugs," as used in this policy, refers to controlled substances as covered by the OTETA, including marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

All covered individuals offered employment with the district and district employees transferring to positions subject to OTETA shall be required to submit to pre-employment drug testing and a pre-employment query with FMCSA. Additionally, covered employees shall be subjected to reasonable suspicion, random and post-accident alcohol and drug testing. Return-to-duty and follow-up testing may also be required.

The district will also require pre-employment alcohol testing in accordance with the following provisions:

1. All candidates for employment or transfer with the district and subject to the OTETA requirements will be tested;

2. All tests will be conducted using the alcohol testing procedures of 49 C.F.R. Part 40.

3. Such tests must be conducted prior to the new or transferred employee's performance of safety-sensitive functions.

Pre-employment [alcohol and] drug testing costs will be paid by the district. All drug and alcohol testing of district employees including reasonable suspicion, random, post-accident, return-to-duty and follow-up testing costs, as applicable, will be paid for by the district. A fee associated with a pre-employment query requested by the district from FMCSA will be paid by the district [and reimbursement sought from the individual]. The district will comply with collective bargaining agreement provisions.

All offers of employment or transfer to covered positions with the district will be made contingent upon testing results and information obtained from a query with FMCSA. An individual who tests positive for drugs [or tests with a breath alcohol content level of 0.02 or higher] will not be hired or transferred. The offer of employment or transfer will be immediately withdrawn.¹

An offer of employment or transfer will also be immediately withdrawn from any individual who refuses [alcohol and] drug testing and/or refuses to give consent for a query with FMCSA.

Covered employees who, under the district's reasonable suspicion, random or post-accident, return-to-duty or follow-up testing program, test positive for drugs or test with a breath alcohol content level of 0.02 or higher, will be subject to immediate disciplinary action up to and including dismissal in accordance with Board policy. Employees who refuse to comply with testing requirements will also be regarded as testing positive for drugs or testing with a breath alcohol content level of 0.02 or higher. Notification of available resources for evaluation and treatment will be made as required by law. Additionally, employees may be subject to CDL prohibitions and penalties under the OTETA and applicable FMCSA regulations. Covered employees who refuse consent for a query with FMCSA when required will be removed from safety sensitive functions.

[The district may, in its continuing effort to enhance safety, request a waiver of the OTETA prohibitions against standing down an employee before the medical review officer (MRO) has completed the verification process as provided by 49 C.F.R. § 40.21(c). "Stand-down" means the practice of temporarily removing an employee from safety-sensitive functions based solely on a report from a laboratory to the MRO of a confirmed positive test for drugs, an adulterated test or a substituted test before the MRO has completed verification of the test results. The written waiver request will be directed to the appropriate Federal Motor Carrier Safety Administrator.

In accordance with the provisions of 49 C.F.R. § 40.21(c)(2), and in its ongoing effort to protect the interests of employees in fairness and confidentiality, the district will ensure:

¹ The district may elect to allow an individual who tests positive for drugs or tests with a breath alcohol content level of 0.02 or higher to reapply for district employment or transfer to a covered position at a later date. At that time, the individual will again be tested for the presence of drugs [and alcohol], if required by the district. A district employee considered for transfer to an OTETA-covered position who tests positive for drugs or tests with a breath alcohol content level of 0.02 or higher will be subject to all district policies and regulations including the district's Drug-Free Workplace policy.

1. The district's policy and administrative regulation are distributed to all covered employees;
2. No information about the confirmed positive, adulterated or substituted test results, or the reason for the employee's temporary removal from performing safety-sensitive functions, becomes available, directly or indirectly to others in the district or subsequently to another employer, other than the employee, the MRO and the designated district official;
3. All covered employees in a particular district job category are treated the same way with respect to "stand-down";
4. A covered employee will be subject to "stand-down" only with respect to the actual performance of safety-sensitive duties;
5. No adverse action affecting the employee's pay and benefits will be taken pending the completion of the MRO's verification process. This includes continuing to pay the employee during the period of the stand-down in the same way the district would have paid him/her/them had he/she/they not been stood down;
6. The verification process will commence no later than the time an employee is temporarily removed from the performance of safety-sensitive functions and that the period of "stand down" for any employee will not exceed five days, unless the district is informed in writing by the MRO that a longer period is needed to complete the verification process; and
7. In the event that the MRO verifies the test negative or cancels it:
 - a. The district will return the employee immediately to the performance of safety-sensitive duties;
 - b. The employee suffers no adverse personnel or financial consequences as a result; and
 - c. No individually identifiable record that the employee had a confirmed laboratory positive, adulterated or substituted test result is maintained. (The district will maintain a record of the test only as a negative or cancelled test.)
8. The district will not "stand down" employees in the absence of a waiver, or inconsistent with the terms of the waiver.]

[The district will establish a voluntary self-identification program consistent with the OTETA requirements. Accordingly, an employee who admits to alcohol misuse or drug use will not be subject to certain referral, evaluation and treatment requirements, provided:

1. The admission is in accordance with the provisions of this policy;
2. The driver does not self-identify in order to avoid testing as required by the OTETA;

3. The driver makes the admission prior to performing a safety-sensitive function (i.e., prior to reporting for duty):

4. The driver does not perform a safety-sensitive function until the district is satisfied that the employee has been evaluated and has successfully completed education or treatment in accordance with the district's self-identification program guidelines.

Adverse action on the part of the district against any employee making a voluntary admission of alcohol misuse or drug use consistent with the provisions of this policy is prohibited. The district is committed to providing sufficient opportunity for the employee to seek evaluation, education or treatment to establish control over their drug or alcohol problem.

Following successful completion of an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert (i.e., employee assistance professional, substance abuse professional or qualified drug and alcohol counselor) the employee will be permitted to return to duty. The district will ensure that prior to the employee participating in a safety-sensitive function, the employee shall be required to undergo a return-to-duty testing with a result indicating a breath alcohol content level of less than 0.02 and/or a verified negative test result for drug use, as appropriate. The district may incorporate employee monitoring and include non-OTETA follow-up testing as part of its return-to-duty procedures under the district's self-identification program.

~~All offers of employment or transfer to covered employment with the district will be made contingent upon testing results. An individual who tests positive for drugs will not be hired or transferred². The offer of employment or transfer will be immediately withdrawn. An offer of employment or transfer will also be immediately withdrawn from any individual who refuses drug testing.~~

~~Covered employees who, under the district's reasonable suspicion, random, post-accident, return-to-duty or follow-up testing program, test positive for drugs or test with a breath alcohol content level of 0.02 or higher, will be subject to immediate disciplinary action up to and including dismissal in accordance with Board policy. Employees who refuse to comply with testing requirements will also be regarded as testing positive for drugs or testing with a breath alcohol content level of 0.02 or higher. Notification of available resources for evaluation and treatment will be made as required by law. Additionally, employees may be subject to CDL prohibitions and penalties under the OTETA and applicable Federal Motor Carrier Safety Administration (FMCSA) regulations.~~

END OF POLICY

Legal Reference(s):

[ORS 657.176](#)

[OAR 581-053-0220\(3\)\(h\)](#)

[OAR 581-053-0230\(9\)\(t\)](#)

[OAR 581-053-0420\(4\)\(b\)\(B\)\(ii\)](#)

[OAR 581-053-0430\(13\),\(14\)](#)

[OAR 581-053-0531\(12\),\(13\)](#)

[OAR 581-053-0615\(2\)\(c\)\(D\)\(ii\)](#)

[OAR 581-053-0620\(1\)\(d\)](#)

SB 193 (2013)

Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317 ([2012](#)); 49 C.F.R. Parts 40, 382, 391-395 ([200619](#)).

Cross Reference(s):

~~EEACA – School Bus Driver Examination and Training~~

²The district may elect to allow an individual who tests positive for drugs to reapply for district employment or transfer to a covered position at a later date. At that time, the individual will again be tested for the presence of drugs. A district employee considered for transfer to an OTETA-covered position who tests positive for drugs will be subject to all district policies and regulations including the district's Drug-Free Workplace policy.

ASHLAND SCHOOL DISTRICT

First Read: 11.8.21

First Read: 05.08.25

Second Read: 06.12.25

Code: **GBEDA-AR**

Revised/Reviewed: 12/01/04; 5/08/17

Orig. Code(s): GBEDA-AR

Drug and Alcohol Testing and Record Query - Transportation Personnel

The following procedures shall govern the district's drug use and alcohol misuse prevention program:

1. Program Coordinator

The superintendent will be designated as the district's drug use and alcohol misuse prevention program coordinator. The superintendent will coordinate the district's responsibilities and compliance efforts with the applicable provisions of the Omnibus Transportation Employee Testing Act of 1991 (OTETA). The superintendent will:

- a. Ensure that all covered employees receive written materials explaining the district's drug use and alcohol misuse prevention program requirements including:
 - (1) The district policy and administrative regulations;
 - (2) A contact person knowledgeable about the materials, policy, administrative regulations and the OTETA;
 - (3) Categories of employees covered;
 - (4) Information about the safety-sensitive functions and what period of the workday the employee is required to be in compliance. Safety-sensitive functions shall include such responsibilities as all on-duty time waiting to be dispatched, driving time, assisting or supervising loading or unloading, repairing, obtaining assistance or remaining in attendance upon a disabled vehicle. All time spent providing drug and alcohol samples, including travel time to and from the collection or testing site as needed to comply with random, reasonable suspicion, post-accident, return-to-duty or follow-up testing, will also be considered as on-duty time;
 - (5) Specific information concerning prohibited conduct;
 - (6) Circumstances under which employees will be tested;
 - (7) Procedures used in the testing process;
 - (8) The requirement that covered employees submit to drug and alcohol testing, administered in accordance with 49 C.F.R. Part 382;
 - (9) Explanation of what constitutes a refusal to submit to a drug and/or alcohol test;
 - (10) Consequences of violations (e.g., discipline up to and including dismissal as may be required by the district and removal from safety-sensitive functions as required by the OTETA) and notification of resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and the use of drugs including the names, addresses and telephone numbers of substance abuse professionals (SAPs) and counseling and treatment programs. Such information will include the consequences for covered employees found to have a breath alcohol concentration rate of 0.02 or greater, but less than 0.04, and for those employees found to have a breath alcohol content level greater than 0.04. Minimally, no driver tested and found to have a breath alcohol

concentration rate of 0.02 or greater but less than 0.04 shall be permitted to perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test;

- (11) Information on the effects of drug use and alcohol misuse on an individual's health, work and personal life; signs and symptoms of an alcohol or drug problem (driver's or coworker's); and available methods of intervening when such problems are suspected, including confrontation, referral to an employee assistance program as available and/or referral to the administration-; and

- (12) Requirement of the district to collect, maintain and report the following information to the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse¹:

- (a) A verified positive, adulterated, or substituted drug test result;
- (b) An alcohol confirmation test with a concentration of 0.04 or higher;
- (c) A refusal to submit to any test required by subpart C of 49 C.F.R. Part 382;
- (d) An employer's report of actual knowledge (as defined at 49 C.F.R. § 382.107) of a violation of regulations, including:

- (i) On duty alcohol use;
- (ii) Pre-duty alcohol use;
- (iii) Alcohol use following an accident;
- (iv) Controlled substance use.

- (e) A SAP's report of the successful completion of the return-to-duty process;
- (f) A negative return-to-duty test; and
- (g) An employer's report of completion of follow-up testing.

- b. Ensure that employees sign statements certifying that they have received the materials;
- c. Ensure that ~~supervisors~~ administrators or their designee, designated to determine reasonable suspicion, receive at least 60 minutes of drug abuse training and an additional 60 minutes of alcohol misuse training. Training will include the physical, behavioral, speech and performance indicators of probable drug use and alcohol misuse;
- d. Ensure district compliance with applicable provisions of the OTETA's requirements regarding the district's management information system, retention and confidentiality of records;
- e. Ensure selection of a site with appropriately trained personnel for the collection of specimens for drug testing;
- f. Ensure selection of a site with a certified breath alcohol technician and evidential breath testing devices for alcohol testing;
- g. Ensure selection of a laboratory certified by the ~~Department of Health and Human Services (DHHS)~~ Oregon Health Authority, Public Health Division ("OHA") to conduct drug specimen analysis;
- h. Ensure selection of a qualified medical or osteopathic doctor to serve as a medical review officer (MRO) to verify laboratory drug test results;
- i. Ensure selection of qualified personnel to provide education and training to employees and supervisors in accordance with employee assistance program requirements as specified in the OTETA;
- j. Ensure the district's drug use and alcohol misuse prevention program is maintained in at least outline form, on file and available for inspection at the district office. The district shall maintain the following:

¹ <https://clearinghouse.fmcsa.dot.gov/>

- (1) Information on the effects and consequences of drug and alcohol use on personal health, safety and the work environment;
 - (2) Information on the manifestations and behavioral changes that may indicate drug and alcohol use or abuse;
 - (3) Documentation that drug training for all supervisory personnel has consisted of at least 60 minutes;
 - (4) Documentation that alcohol training for all supervisory personnel has consisted of at least 60 minutes;
 - (5) Documentation of training given to employees.
- k. Ensure the establishment of clearly defined communication procedures to include the method (e.g., mail, facsimile) and frequency (e.g., monthly, daily, weekly) as well as the authorized individuals to impart and receive information to meet the documentation and confidentiality requirements of the OTETA;
- l. Ensure employee organizations receive written notice of the availability of all pertinent drug use and alcohol misuse prevention program information;
- m. Ensure compliance with stand-down prohibitions as set forth by the OTETA. "Stand-down" means the practice of temporarily removing an employee from the performance of safety-sensitive functions, based on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test or a substituted test, before the MRO has completed verification of the test results. The district will not stand-down employees, except as provided by the ~~Federal Motor Carrier Safety Administration (FMCSA)~~ below:
- (1) The district may seek a waiver of the prohibition against standing down an employee;
 - (2) Requests which include all required information will be submitted to FMCSA for approval.

2. Pre-employment and Annual Queries from, and Required Reporting to FMCSA

The district is required to conduct a pre-employment query with FMCSA on drivers who are subject to controlled substance and alcohol testing regulation, and is required to report information obtained through its controlled substance and alcohol testing program to FMCSA. All offers of employment for positions identified by the district, as required by the OTETA, will be contingent upon the results of a pre-employment query.

- a. The district will obtain written or electronic consent from a driver subject to controlled substances and alcohol testing to conduct a pre-employment query with FMCSA. The consent will include consent to obtain the following information:
- 1) If the driver has a verified positive, adulterated, or substituted controlled substances test result;
 - 2) If the driver has an alcohol confirmation test with a concentration of 0.04 or higher;
 - 3) If the driver has refused to submit to a test (in violation of 49 C.F.R. § 382.211); or
 - 4) If the driver has a report submitted by another employer on actual knowledge (as defined at 49 C.F.R. § 382.107) of a violation of regulations that included:
 - a. On duty alcohol use;
 - b. Pre-duty alcohol use;
 - c. Alcohol use following an accident; or
 - d. Controlled substance use.

The district will conduct annual queries² with the FMCSA on employees subject to such queries as required by law.

b. The district will report³ to FMCSA the following personal information about a driver that is collected and maintained in connection with the district's testing program:

- 1) An alcohol confirmation test with an alcohol concentration of 0.04 or greater;
- 2) A refusal to submit to an alcohol test pursuant to conditions found in 49 C.F.R. § 40.261 or a refusal to drug test determination made in accordance with 49 C.F.R. § 40.191(a)(1)-(4), (a)(8)-(11) or (d)(1), but in the case of a refusal to test under (a)(11), the district may report only those admissions made to the specimen collector;
- 3) A SAP's report of the successful completion of the return-to-duty process;
- 4) A negative return-to-duty test; and
- 5) An employer's report of completion of follow-up testing.

The report will include, as applicable:

- (1) Reason for the test;
- (2) Driver's name, date of birth, and CDL number and State of issuance;
- (3) Employer name, address, and USDOT number;
- (4) Date of the test;
- (5) Date the result was reported; and
- (6) Test result. The test result must be one of the following:
 - (a) Negative (only required for return-to-duty tests administered in accordance with law);
 - (b) Positive; or
 - (c) Refusal to take a test.
- (7) An employer's report of a driver's refusal to submit⁴ to alcohol or drug testing must include the following information:
 - (a) Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the driver was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;
 - (b) Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable); and
 - (c) Documentation, including a certificate of service or other evidence, showing that the employer provided the employee with all documentation reported herein.
- (8) An employer's report of a violation of one of the following will occur by the close of the third business day following the date on which the employer obtains actual knowledge (as defined at 49 C.F.R. § 382.107):

² Written consent from the driver is required. This may be a limited query when allowed. If the limited query indicates that the FMCSA contains information on the driver, the district will conduct a full query within 24 hours and must not allow driver to perform safety-sensitive functions.

³ The district will complete such reporting to FMCSA by close of the third business day following receipt of the information.

⁴ 49 C.F.R. § 40.261(a)(1) or 40.191(a)(1)

- (a) On duty alcohol use;
- (b) Pre-duty alcohol use;
- (c) Alcohol use following an accident;
- (d) Controlled substance use.

This report will include the following information:

- (a) Driver's name, date of birth, CDL number and State of issuance;
- (b) Employer name, address, and USDOT number, if applicable;
- (c) Date the employer obtained actual knowledge of the violation;
- (d) Witnesses to the violation, if any, including contact information;
- (e) Description of the violation;
- (f) Evidence supporting each fact alleged in the description of the violation required under paragraph above in this section, which may include, but is not limited to, affidavits, photographs, video or audio recordings, employee statements (other than admissions pursuant to §382.121), correspondence, or other documentation; and
- (g) A certificate of service or other evidence showing that the employer provided the employee with all information reported under paragraph above in this section.

If the district's program coordinator is the subject of the testing, the district will ensure compliance with applicable consent, testing, and reporting requirements pursuant to law.

2.3 Pre-employment Testing

The district shall conduct preemployment testing as follows:

- a. All offers of employment for positions as identified by Board policy and as required by the OTETA will be contingent upon drug and alcohol test results;
- b. Individuals offered employment with the district and employees transferring to positions subject to the OTETA contingent on drug and alcohol testing, must provide written consent for the release of any prior employer positive drug and failed alcohol testing results, refusals to be tested, other violations of testing regulations and, with respect to any employee who violated drug and alcohol regulations, documentation of the employee's successful completion of return-to-duty requirements (including SAP evaluations and follow-up tests) within the preceding two years;
- c. The district shall obtain and review such drug and alcohol information from previous employers of the past two years before the driver is used for the first time. The district will provide the driver's written permission for release of information to the previous employers;
- d. Release of such information may be by telephone, letters or any other method that ensures confidentiality. The district will maintain a written, confidential record of each past employer contacted;
- e. The district will not use a driver with a positive drug test or a failed alcohol test while employed with a previous employer or who refused to test while under employment with a previous employer unless the driver is in compliance with the SAP's treatment program and the OTETA's return-to-duty test requirements;
- f. Prior to being directed by the district to a collection site for drug and alcohol testing, the applicant will be notified that the urine sample collected shall be tested for the presence of drugs and the breath or saliva sample may be tested for the presence of alcohol;

- g. Failure to report to the collection site for testing within the time frame specified by the district shall constitute a refusal to report for testing and result in immediate withdrawal of the employment or transfer offer;
- h. Preemployment drug and alcohol testing will be paid for by the district;
- i. Tests must indicate negative drug test results and a breath alcohol content level of 0.02. Individuals who fail to meet such drug and alcohol requirements will not be hired or transferred voluntarily or involuntarily to covered positions;
- j. Such testing will also be required of covered employees each time an employee returns to work after a layoff period if the employee was removed from the random testing pool. As long as the employee remains in the random testing pool, additional testing or subsequent preemployment drug and alcohol testing will not be necessary following a layoff;
- k. The district will notify individuals offered employment with the district contingent on drug testing of the results of such testing upon request within 60 days of being notified of the disposition of the employment application;
- l. Refusal to submit to drug and alcohol testing and/or to provide signed permission for the release of past testing information as required by the district shall result in immediate termination from employment or transfer consideration;
- m. The individual may request a screening of the split specimen at his/her own expense. All such requests must be received in writing by the district no later than 72 hours following notification to the applicant of the positive test results.

3.4. Post-accident Testing

The district shall conduct post-accident testing as follows:

- a. It is the responsibility of the employee to report for post-accident drug and alcohol testing as soon as practicable following a motor vehicle accident which occurs while the employee is performing district safety-sensitive functions in which there is a fatality or the employee receives a citation for a moving traffic violation in connection with an injury or tow-away accident:
 - (1) The employee will report to the designated collection site for post-accident drug and alcohol testing as soon as practicable following the occurrence of the accident;
 - (2) If alcohol testing has not been administered within two hours, the district will prepare and maintain on file a record stating the reasons the test was not promptly administered;
 - (3) If alcohol testing is not administered within eight hours, the district will cease attempts to administer an alcohol test and will prepare and maintain on file a record specifying why the test was not administered;
 - (4) If drug testing has not been administered within 32 hours following the accident, the district will cease attempts to administer such tests and will document why the test was not administered;
 - (5) The employee will contact the supervisor or designee as soon as practicable following the accident giving as much detailed information about the accident as possible (e.g., fatalities, injuries, tow-aways, traffic citation issued, etc.).
- b. The district will provide employees with necessary post-accident testing information, procedures and instructions as a part of its employee training program. Additionally, written instructions to follow in the event of an accident will be provided in district vehicles as appropriate. Instructions will include locations of drug specimen collection and alcohol testing sites and telephone number of the district drug use and alcohol misuse prevention program coordinator or other district officials to contact;
- c. The employee shall remain readily available for testing or may be deemed by the district to have refused to submit to testing. Such refusal is treated as if the district received an alcohol test result of 0.04 or greater or received a positive drug test. Nothing in this requirement shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care;
- d. Results of a breath or blood test for the use of alcohol or a urine test for the use of drugs conducted by on-site federal, state and/or local law enforcement officials having independent authority for the test shall be considered to meet necessary requirements provided results of the test are obtained by the district and the tests conform to all applicable federal, state and/or local requirements;
- e. An employee who is involved in an accident involving a fatality, injury and/or tow-away as described by the OTETA is prohibited from using alcohol for eight hours after the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

4.5. Random Testing

The district shall conduct random drug and alcohol testing annually as follows:

- a. Not less than 50 percent of the average number of driver positions shall be tested for drugs and not less than 10 percent shall be tested for alcohol in accordance with current minimum random testing requirements of the OTETA. Any unfilled, covered positions will be included as part of the total number of positions counted by the district for testing rate purposes. The district will meet minimum testing rates.
- b. The testing rate may be adjusted by the FMCSA based on industrywide data;
- c. The testing process shall, in fact, be random. All employees will remain in the pool of drivers for each subsequent period, including vacations, holiday periods and summer recesses, whether or not they have been chosen for testing in the past;
- d. The selection of employees for random testing shall be made by a scientifically valid method. The process selected by the district will ensure that all employees shall have an equal chance of being tested each time selections are made. The district will use the following system:

Computerized system⁵: A random number generating program will be loaded into a computer along with the employees' social security number, payroll identification number or other comparable identification number for the drivers.

- e. All such testing shall be unannounced and dates selected spread reasonably throughout the calendar year to avoid predictability and the perception that testing is "done for the year."
- f. Following notification of testing, selected employees shall proceed to the district-selected collection site immediately or as soon as practicable;
- g. Employees shall only be tested for alcohol just before the driver is scheduled to perform his/her safety-sensitive function, during or just after performing such function;
- h. Employees off work due to leave of absence, vacation and layoff will be informed that they remain subject to random testing. Employees drawn for such testing will be notified and tested as soon as practicable upon return to duty but no later than the next selection cycle (e.g., monthly, quarterly, etc.).

5.6. Reasonable Suspicion Testing

The district shall conduct reasonable suspicion drug and alcohol testing as follows:

- a. The district will test covered employees when there is reasonable suspicion to believe that the employee has engaged in drug use or alcohol misuse;
- b. Reasonable suspicion will be based on specific contemporaneous, articulable observations made by a trained supervisor as designated by the district, concerning appearance, behavior, speech or body odors indicative of employee use of drugs or the misuse of alcohol. Observations of drug use may include indications of chronic and withdrawal effects of drugs and noticeable degradation of job performance that may be associated with the use of drugs;
- c. Hearsay or secondhand information is not sufficient to require an employee to submit to testing;
- d. Alcohol testing may be authorized only if observations resulting in reasonable suspicion are made during, just preceding or just after the period of the workday that the employee is required to be in compliance with this policy, administrative regulations and applicable OTETA provisions;
- e. A written record shall be made of the observations leading to a reasonable suspicion drug test and signed by the supervisor authorized to make such observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier;
- f. The district will ensure that the employee under reasonable suspicion is transported to the designated collection or testing site.

⁵The computerized system, when it can be utilized by the district, is the preferred selection method, under FMCSA guidance.

6.7. Referrals, Evaluation and Treatment

The district shall provide information related to referrals, evaluation and treatment as follows:

- a. The district shall advise covered employees, who violate the drug and alcohol prohibitions, of referral services available for evaluating and resolving problems associated with the use of drugs and the misuse of alcohol. Such information will include the names, addresses and telephone numbers of SAPs and counseling and treatment programs;
- b. An employee who engages in such prohibited conduct shall be evaluated by an SAP;
- c. The SAP will determine what assistance if any the employee needs in resolving problems associated with drug use and alcohol misuse;
- d. This requirement applies only to current employees and not to job applicants who refuse testing or who test positive for drugs;
- e. This requirement shall not be interpreted to require the district to provide or pay for any rehabilitation costs or to hold a job open for an employee with or without salary;
- f. SAPs, as referred to in these administrative regulations, means:
 - (1) Licensed physicians with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders;
 - (2) Licensed or certified psychologists, social workers or employee assistance professionals with like knowledge; and
 - (3) Alcohol and drug abuse counselors certified by the National Association of Alcoholism and Drug Abuse Counselors (NAADAC). This does not include state-certified counselors.

7.8. Return-to-Duty Testing

Employees, if they continue employment and before they return to duty, shall comply with the following:

- a. When an employee has previously tested greater than or equal to 0.04 for alcohol, the employee must retest (return-to-duty test) with an alcohol concentration of less than 0.02;
- b. When an employee has previously tested positive for drug use, the employee must retest (return-to-duty test) with a verified negative test result.

8.9. Follow-up Testing

Employees, if they continue employment, shall comply with the following:

- a. Follow-up testing will be conducted whenever an SAP determines that an employee is in need of resolving problems associated with drug use and/or alcohol misuse;
- b. Follow-up alcohol testing will be conducted only when the employee is performing safety-sensitive functions, just before or just after the driver has performed safety-sensitive functions;
- c. Follow-up drug and alcohol testing will be unannounced⁶;
- d. The number and frequency of such tests shall be determined by the SAP. Minimally, there shall be:
 - (1) At least 6 tests in the first 12 months following the driver's return to duty;
 - (2) Testing shall not exceed 60 months from the date of the employee's return to duty. The SAP, however, may terminate the follow-up testing at any time after the first six tests if he/she determines the testing is no longer needed.

⁶A follow-up test shall not also serve as a random test, and vice versa.

9.10. Drug and Alcohol Testing Procedures

The district, in cooperation with contracted collection and testing facilities, shall maintain drug and alcohol testing procedures as follows:

a. Drugs

- (1) The applicant or employee reports to the district-designated collection site and provides positive identification (e.g., photo ID);
- (2) A urine sample for drug testing is provided. A "split specimen" (two urine specimen bottles) is prepared from the urine sample;
- (3) Following completion of a chain-of-custody form, both specimen bottles are forwarded to the DHHS certified laboratory for analysis. The split specimen is stored at the laboratory for later testing as may be necessary. Initial testing is performed only on one specimen bottle;
- (4) Testing results are reported to the district-selected MRO by mail or electronic transmission. Results may not be given over the phone;
- (5) The MRO will verify both negative and positive testing results;
- (6) The MRO will report the verified negative testing results to the district;
- (7) The MRO will report verified positive testing results to the applicant or employee, discuss the type of illegal substance found and determine whether there is any valid medical reason for the positive testing results;
- (8) A verified valid medical reason for a positive test result will be reported as a negative test result to the district;
- (9) If no legitimate medical reason exists for positive drug testing, the MRO will report a confirmed positive test result and identity of the substance(s) to the district;
- (10) The employee or applicant may request within 72 hours of a positive test notice that the split specimen (second bottle) be screened. Such screening costs will be paid for by the district;
- (11) Unlike the original specimen analyzed for specific levels of controlled substances, the split specimen is analyzed only for the presence of drugs;
- (12) The MRO will report results of the second screening to the employee and the district;
- (13) The MRO will meet all OTETA requirements including review of chain-of-custody control form, administrative processing of negative test results, verification of positive testing results and maintenance of confidentiality requirements as may be applicable;
- (14) Detailed drug testing procedures may be obtained by contacting the district's drug use and alcohol misuse prevention coordinator or designee.

b. Alcohol

- (1) The employee reports to the district-designated testing site and provides positive identification;
- (2) Under the alcohol testing rule, an alcohol test result will be considered failing even if over-the-counter or legally prescribed medication is involved;
- (3) All alcohol screening tests will be conducted by:
 - (a) A qualified breath alcohol technician using evidential breath testing devices; OR
 - (b) A qualified screening test technician using an alcohol screening device other than an evidential breath testing device.
- (4) Testing may be conducted at an [OHA DHHS](#) certified laboratory or other location including mobile facilities equipped for such testing as may meet the requirements of the OTETA;

- (5) District supervisors should generally not be used as a breath alcohol or screening test technician for covered employees. Under certain circumstances, a properly trained district supervisor may conduct such testing in the absence of another technician;
- (6) The employee submits to breath or saliva testing;
- (7) If the result of the testing indicates an alcohol concentration rate of 0.02 or greater, a confirmation breath test is administered after at least 15 minutes, but no longer than 30 minutes, after the initial testing. All confirmation tests will be conducted using evidential breath testing devices;
- (8) The technician will report any invalid tests, confirmed failing and passing results to the district;
- (9) Employee refusal to sign forms as required (i.e., Step 2 on the Alcohol Testing Form) shall be considered as refusal to be tested;
- (10) The breath alcohol or screening test technician will meet all OTETA requirements including such testing procedures, Alcohol Testing Form and confidentiality requirements as may be required;
- (11) Detailed alcohol testing procedures may be obtained by contacting the district's drug use and alcohol misuse prevention program coordinator or designee.

10.11. Positive Test Result

When the MRO determines a positive test result is valid, the MRO will report the finding to the Oregon Department of Transportation (ODOT) and the Oregon Department of Education. The person who is the subject of the test results will be notified by ODOT that the person has a right to a hearing to determine whether the test results reported will be placed in the employee's employment driving record.

11.12. Record Keeping/Record Reporting

The district shall maintain records of its drug use and alcohol misuse prevention program as follows:

a. Records related to the collection process:

- (1) Documents relating to the random selection process;
- (2) Documents generated in connection with decisions to administer reasonable suspicion drug or alcohol testing;
- (3) Documents generated in connection with decisions on post-accident testing;
- (4) Documents verifying the existence of an explanation of the inability of an employee to provide adequate breath or to provide a urine specimen for testing;
- (5) An annual calendar year report summarizing results of the district's drug use and alcohol misuse prevention program will be prepared and maintained when requested by FMCSA as part of an inspection, investigation, special study or for statistical purposes.

b. Records related to a driver's test results, including:

- (1) The district's copy of the alcohol testing form, including the test results;
- (2) The district's copy of the controlled substance test custody and control form;
- (3) Documents sent by the MRO to the district;
- (4) Documents related to the refusal of any employee to submit to drug and/or alcohol testing;
- (5) Documents presented by a driver to dispute the results of a drug and/or alcohol test administered in connection with the requirements of the OTETA.

c. Records related to evaluations as follows:

- (1) Records pertaining to a determination by an SAP concerning his/her evaluation of a covered employee who tested positive for drugs, or failed an alcohol test or refused to test;

(2) Records concerning a driver's compliance with recommendations of the SAP.

d. Records related to education and training as follows:

(1) Materials on drug use awareness and alcohol misuse including a copy of the district's policy and administrative regulations on drug use and alcohol misuse and related information;

(2) Driver's signed receipt of education materials;

(3) Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for drug and/or alcohol testing based on reasonable suspicion;

(4) Certification that any training conducted in compliance with the OTETA meets all pertinent requirements for such training.

e. Records related to alcohol and drug testing as follows:

(1) Agreements with collection site facilities, laboratories, MROs and consortia (includes breath alcohol technicians, screening test technicians and third party providers), as applicable;

(2) Names and positions of officials and their role in the district's drug and alcohol testing program(s);

(3) Semiannual laboratory statistical summaries of urinalysis as required by the OTETA and as reported by the laboratory. The district will document laboratory failures to provide statistical summaries and any district follow-up efforts to obtain such reports.

f. Records will be retained by the district as follows:

(1) Five Years:

- (a) Records of employee alcohol testing results with results indicating an alcohol concentration of 0.02 or greater;
- (b) Records of verified positive drug testing results;
- (c) Documentation of refusals to take required drug and/or alcohol tests;
- (d) Drug testing custody and control forms;
- (e) Employee evaluation and referrals;
- (f) A copy of each annual calendar year report summary.

(2) Two Years: Records related to the drug and alcohol collection process (except calibration of evidential breath testing devices).

(3) One Year: Records of negative and cancelled drug testing results and alcohol test results with a concentration of less than 0.02.

(4) Indefinite Period: Records related to the education and training of breath alcohol technicians, screening test technicians, supervisors and drivers shall be maintained by the district while the individual performs the functions which require training and for two years after ceasing to perform those functions.

g. Records will be maintained in a secure location with controlled access to ensure confidentiality requirements are met as follows:

(1) Drug use and alcohol misuse prevention program records will be maintained at the district office. Records relating to individual employee drug and/or alcohol testing, evaluation and treatment will be maintained separately from the employee's personnel file;

(2) Employees are entitled upon written request to obtain copies;

(3) The district may disclose information in connection with employee benefit proceedings, Department of Transportation agency action against an employee or National Transportation Safety Board safety investigations;

(4) The district shall disclose such information to subsequent employers upon written request from the employee (in accordance with 49 C.F.R. 382.413 (a)(1))⁷.

⁷Information that must be disclosed to subsequent employers, upon receipt of proper authorization form/release signed by the employer's ex-driver: (a) Failed alcohol tests (breath alcohol content of 0.04 or greater); (b) Verified positive drug test; (c) Refusals to test.

Ashland School District 5

Code: JGAB
Adopted: 6/09/14
Revised/Readopted: 6/12/17; 11/08/21
Orig. Code: JGAB

Use of Restraint ~~and~~ or Seclusion

The Board is dedicated to the development and application of best practices within the district's educational/behavioral programs. The Board establishes this policy and its administrative regulation to define the circumstances that must exist and the requirements that must be met prior to, during and after the use of restraint or seclusion as an intervention with district students.

The use of the following types of restraint on a student in the district is prohibited:

1. Chemical restraint.
2. Mechanical restraint.
3. Prone restraint.
4. Supine restraint.
5. Any restraint that involves the intentional and non-incident use of a solid object¹, including a wall or the floor, to impede a student's movement, unless the restraint is necessary to prevent an imminent life-threatening injury or to gain control of a weapon.
6. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, neck or throat.
7. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, unless the restraint is necessary for the purpose of extracting a body part from a bite.
8. Any restraint that impedes, or creates a risk of impeding, breathing.
9. Any restraint that involves the intentional placement of the hands, feet, elbow, knee, or any object on a student's neck, throat, genitals, or other intimate parts.
10. Any restraint that causes pressure to be placed, or creates a risk of causing pressure to be placed, on the stomach or back by a knee, foot, or elbow bone.
11. Any action designed for the primary purpose of inflicting pain.

The use of a seclusion cell is prohibited.

Commented [JH1]: Added

¹ The use of a solid object, including furniture, a wall, or the floor, by district staff performing a restraint is not prohibited if the object is used for the staff's own stability or support while performing the restraint and not as a mechanism to apply pressure directly to the student's body.

Restraint or seclusion may not be used for discipline, punishment, retaliation, or convenience of staff, contractors or volunteers of the district.

Restraint may be imposed on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and substantial physical or bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

Seclusion may be used on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and serious bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

If restraint or seclusion is used on a student, by trained staff or other staff available in the case of an emergency when trained staff are not immediately available due to the unforeseeable nature of the emergency, e.g. teacher, administrator or volunteer, it will be used only for as long as the student's behavior poses a reasonable risk of imminent and substantial physical or bodily injury to the student or others and less restrictive interventions would not be effective. Students will be continuously monitored by staff for the duration of the restraint or seclusion.

Definitions

1. "Restraint" means the restriction of a student's actions or movements by holding the student or using pressure or other means.

"Restraint" does not include:

- a. Holding a student's hand or arm to escort the student safely and without the use of force from one area to another;
- b. Assisting a student to complete a task if the student does not resist the physical contact; or
- c. Providing reasonable intervention with the minimal exertion of force necessary if the intervention does not include a restraint prohibited under Oregon Revised Statute (ORS) 339.288 and the intervention is necessary to:
 - (1) Break up a physical fight;
 - (2) Interrupt a student's impulsive behavior that threatens the student's immediate safety, including running in front of a vehicle or climbing on unsafe structures or objects; or
 - (3) Effectively protect oneself or another from assault, injury, or sexual contact with the minimum physical contact necessary for protection.

2. "Seclusion" means the involuntary confinement of a student alone in a room from which the student is **physically** prevented from leaving. Seclusion includes, but is not limited to, the involuntary confinement of a student alone in a room with a closed door, whether the door is locked or unlocked.

“Seclusion” does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control, if the student is in a setting from which the student is not physically prevented from leaving, or a student being left alone in a room with a closed door for a brief period of time if the student is left alone for a purpose that is unrelated to the student’s behavior.

3. “Seclusion cell” means a freestanding, self-contained unit that is used to isolate the student from other students or physically prevent a student from leaving the unit or cause the student to believe that the student is physically prevented from leaving the unit.

3.4. “Serious bodily injury” means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.

4.5. “Substantial physical or bodily injury” means any impairment of the physical condition of a person that requires some form of medical treatment.

5.6. “Mechanical restraint” means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student.

Mechanical restraint does not include:

- a. A protective or stabilizing device ordered by a licensed physician; or
- b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.

6.7. “Chemical restraint” means a drug or medication that is used on a student to control behavior or restrict freedom of movement that has not been prescribed by a licensed physician or other qualified health professional acting under the professional’s scope of practice for standard treatment of the student’s medical or psychiatric condition; and administered as prescribed by a licensed physician or other qualified health care professional acting under the professional’s scope of practice.

7.8. “Prone restraint” means a restraint in which a student is held face down on the floor.

8.9. “Supine restraint” means a restraint in which a student is held face up on the floor.

Any student being restrained or secluded within the district, whether in an emergency or as a part of a plan, shall be constantly monitored by staff for the duration of the intervention. Any room used for seclusion of a student must meet the standards as outlined in Oregon Administrative Rule (OAR) 581-021-0568.

~~The district shall utilize the Crisis Prevention Institute (CPI) training program of restraint and seclusion for use in the district. As required by state regulation, the selected program shall be one approved by the Oregon Department of Education (ODE) and include, but not limited to, positive behavior support, conflict prevention, de-escalation and crisis response techniques. Any program selected by the district must be in compliance with state and federal law with respect to the use of restraint and/or seclusion.~~

The district shall only utilize a training program for restraint or seclusion to train staff and use in the district which has been approved by the Oregon Department of Education (ODE).

The district shall preserve, and may not destroy, any records related to an incident of restraint or seclusion, including an audio or video recording. The records must be preserved in the original format and without alteration in accordance with law.

An annual review of the use of physical restraint and seclusion during the preceding school year shall be completed and submitted to ODE to ensure compliance with district policies and procedures.

The results of the annual review shall be documented and shall include at a minimum:

1. The total number of incidents of physical restraint;
2. The total number of incidents of seclusion;
3. The total number of seclusions in a locked room;
4. The total number of students placed in restraint;
5. The total number of students placed in seclusion;
6. The total number of incidents that resulted in injuries or death to students or staff as a result of the use of restraint or seclusion;
7. The total number of students placed in restraint or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of restraint and seclusion for each student;
8. The total number of physical restraint and seclusion incidents carried out by untrained individuals;
9. The demographic characteristics² of all students upon whom restraint or seclusion was imposed;
10. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This annual report shall be made available to the public at the district's main office and on the district's website, and to the Board.

At least once each school year the parents and guardians of students of the district shall be notified about how to access the report.

The district shall investigate all complaints regarding the use of restraint and/or seclusion practices according to the procedures outlined in Board policy KL-Public Complaints and KL-AR - Public Complaint Procedure. The complaint procedure is available at the district's administrative office and is available on the home page of the district's website.

² Including race, ethnicity, gender, disability status, migrant status, English proficiency and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

The complainant, whether an organization or an individual, may appeal a district's final decision to the Oregon Department of Education pursuant to OAR 581-002-0001 – 281-002-0023. This appeal process is identified in administrative regulation KL-AR(2) – Appeal to the Deputy Superintendent of Public Instruction.

The superintendent shall develop administrative regulations to carry out the requirements set forth in this policy and to meet any additional requirements established by law related to the use, reporting and written documentation of the use of restraint or seclusion by district staff. A staff member who violates this policy or its administrative regulation may be subject to discipline, up to and including dismissal.

END OF POLICY

Legal Reference(s):

[ORS 161.205](#)
[ORS 339.250](#)
[ORS 339.285](#)
[ORS 339.288](#)
[ORS 339.291](#)
[ORS 339.294](#)
[ORS 339.297](#)

[ORS 339.300](#)
[ORS 339.303](#)

[OAR 581-021-0061](#)
[OAR 581-021-0550](#)
[OAR 581-021-0553](#)
[OAR 581-021-0556](#)

[OAR 581-021-0563](#)
[OAR 581-021-0566](#)
[OAR 581-021-0568](#)
[OAR 581-021-0569](#)
[OAR 581-021-0570](#)
[OAR 581-022-2267](#)
[OAR 581-022-2370](#)

Cross Reference(s):

JGA - Corporal Punishment
JGB - Detention of Students
JGDA/JGEA - Discipline of Students with Disabilities

OSBA Model Sample Policy

Code: JGAB-AR

Revised/Reviewed:

First Read: 05.08.25

Second Read: 06.12.25

Use of Restraint or Seclusion**

{Required administrative regulation. ORS 339.294 requires a district to establish procedures to follow during and after an incident involving the use of restraint or seclusion. This administrative regulation helps support those procedures.}

Procedure

1. If restraint or seclusion continues for more than 30 minutes, school staff will attempt to immediately notify parents or guardians verbally or electronically.
2. Following an incident involving the use of restraint or seclusion, school staff will provide parents or guardians of the student the following:
 - a. Verbal or electronic notice of the incident by the end of the school day when the incident occurred.
 - b. Written documentation of the incident within 24 hours that provides:
 - (1) A description of the restraint or seclusion including:
 - (a) The date of the restraint or seclusion;
 - (b) The times the restraint or seclusion began and ended; and
 - (c) The location of the incident.
 - (2) A description of the student's activity that prompted the use of restraint or seclusion.
 - (3) The efforts used to de-escalate the situation and the alternatives to restraint or seclusion that were attempted.
 - (4) The names of staff of the district who administered the restraint or seclusion.
 - (5) A description of the training status of the staff of the district who administered the restraint or seclusion, including any information that may need to be provided to the parent or guardian.
 - c. Timely notification of a debriefing meeting to be held and of the parent's or guardian's right to attend the meeting.
 - d. Immediate¹, written notification of the existence of any records^{2} related to an incident of restraint or seclusion (including photos or audio or video recording).
3. If the restraint or seclusion was administered by a person without training, the administrator will ensure written notice is issued to the parent or guardian of the student which includes notice of the

¹ "Immediate" means to act as soon as possible without undue delay, but in no case later than within 24 hours of the incident. (OAR 581-021-0556 (2)(e))

² {Such records shall be maintained in accordance with ORS 339.294(9).}

lack of training and the reason restraint or seclusion was administered by a person without training. The administrator will ensure written notice of the same to the superintendent.

4. An administrator will be notified as soon as practicable whenever restraint or seclusion has been used.
5. If restraint or seclusion continues for more than 30 minutes the student must be provided with adequate access to bathroom and water every 30 minutes. If restraint or seclusion continues for more than 30 minutes, every 15 minutes after the first 30 minutes, an administrator for the district must provide written authorization for the continuation of the restraint or seclusion, including providing documentation for the reason the restraint or seclusion must be continued. Whenever restraint or seclusion extends beyond 30 minutes, staff of the district will immediately attempt to verbally or electronically notify a parent or guardian.
6. A district Restraint and/or Seclusion Incident Report must be completed and copies provided to those attending the debriefing meeting for review and comment. The completed Restraint and/or Seclusion Incident Report Form shall include the following:
 - a. Name of the student;
 - b. Name of staff member(s) administering the restraint or seclusion;
 - c. Date of the restraint or seclusion and the time the restraint or seclusion began and ended;
 - d. Location of the restraint or seclusion;
 - e. A description of the restraint or seclusion;
 - f. A description of the student's activity immediately preceding the behavior that prompted the use of restraint or seclusion;
 - g. A description of the behavior that prompted the use of restraint or seclusion;
 - h. Efforts to de-escalate the situation and alternatives to restraint or seclusion that were attempted;
 - i. Information documenting parent or guardian contact and notification.
7. A documented debriefing meeting must be held within two school days after the use of restraint or seclusion. The parent or guardian of the student must be invited to attend the meeting³, and the meeting will include staff members involved in the intervention and any other appropriate personnel. The debriefing team shall include an administrator. At the debriefing meeting, the district shall review, in its entirety, any audio or video recording⁴ preserved as a record of the incident involving restraint or seclusion in accordance with law. Written notes shall be taken and a copy of the written notes shall be provided to the parent or guardian of the student.

³ "Meeting" means the debriefing meeting at which the audio or video recording will be viewed. (OAR 581-021-0556(9))

⁴ [To the extent practicable without altering the meaning of the record, the district shall segregate or redact from such a record any personally identifiable information of other students before disclosure to the student's parent or guardian. If the district is unable to segregate or redact personally identifiable information of other students without altering the meaning of the record, the district shall disclose the record to the student's parent or guardian in its original format and without any alteration. "Disclose" means to inform the student's parent or guardian that the record exists; that the record in its original format and without alteration will be available for review by the parent or guardian privately and in the debriefing meeting; and that a copy of the record will be provided to the student's parent or guardian upon request in its original and unaltered format except to the extent that the redaction is needed to protect the personally identifiable information of another student. (ORS 339.294; OAR 581-021-0556(10))]

The parent or guardian has the right to request another meeting in the event they were unable to attend the debriefing meeting scheduled to be held within two school days of the incident.

8. If serious bodily injury or death of a student occurs in relation to the use of restraint or seclusion:
 - a. Oral notification of the incident must be provided immediately to a parent or guardian of the student and to the Oregon Department of Human Services (DHS); and
 - b. Written notification of the incident must be provided to DHS within 24 hours of the incident.
9. If serious bodily injury or death of a staff member occurs in relation to the use of restraint or seclusion, written notification of the incident must be provided within 24 hours of the incident to the superintendent, to the Superintendent of Public Instruction and, if applicable, to the union representative for the affected person.
10. The district shall maintain a record of each incident in which injuries or death occurs in relation to the use of restraint or seclusion.

~~11. [The district, upon request from DHS regarding an investigation of an incident of restraint or seclusion as suspected child abuse, shall disclose any records preserved to DHS or its designee which are deemed relevant to the subject investigation, in its original format and without any alteration.]~~

Restraint and/or seclusion as a part of a behavioral support plan in the student's Individual Education Program (IEP) or Section 504 plan.

1. Parent participation in the plan is required.
2. The IEP team that develops the behavioral support plan shall include knowledgeable and trained staff, ~~including a behavioral specialist~~ and a district representative who is familiar with the restraint and seclusion training practices adopted by the district.
3. Prior to the implementation of any behavioral support plan that includes restraint and/or seclusion, a functional behavioral assessment must be completed. The assessment plan must include an individual threshold for reviewing the plan.

~~4. [When a behavior support plan includes restraint or seclusion the parents [will] [may] be provided a copy of the district Use of Restraint or Seclusion policy at the time the plan is developed.]~~

5.4. If a student is involved in five incidents in a school year, the team, including a parent or guardian of the student, will form for the purpose of reviewing and revising the student's behavior plan and ensuring the provision of any necessary behavioral supports.

Use of restraint and/or seclusion in an emergency by school administrator, staff or volunteer to maintain order or prevent a student from harming themselves, other students or school staff.

Use of restraint and/or seclusion under these circumstances with a student who does not have restraint and/or seclusion as a part of their IEP or Section 504 plan, is subject to all of the requirements established by Board policy and this administrative regulation with the exception of those specific to plans developed in an IEP or 504 plan.



Ashland High School site wall concrete at the new raised lawn area in the quad!



ASHLAND SCHOOL DISTRICT CAPITAL BOND PROGRAM

END OF MONTH REPORT – MAY 2025



GENERAL PROGRAM UPDATE

Through the month of May, the Ashland High School Modernization project continued to progress through the closeout process. The primary points of focus through this part of the project include commissioning, demonstration and trainings and final punch work to resolve any outstanding issues or conclude open scopes of work.

The Science Building Seismic Retrofit project has been very active with areas of impact extending to every accessible space in order to be positioned for a successful summer completion. The shear wall footings and carpentry at the building perimeter are the most apparent points of progress. These surfaces are scheduled to receive siding starting in early June. The concrete formwork in the quad renovation is starting to hint at what the final layout will be with introduction of site wall elevations which add geometry to the new raised lawn areas.

With Summer break starting at the beginning of June, construction crews are eagerly prepared for full shift workdays and the next few months of unrestricted access. The next phase of this project will move quickly and provide gratifying daily progress. The project is on schedule for summer completion in big part due to the flexibility of AHS staff and students and their willingness to navigate construction enclosures for the early construction access. This will truly be the fundamental piece of the project schedule that ensures summer completion.

PROJECT ADMINISTRATION

Project administration and accounting support are two key areas critical to Program success. This is a combined effort of HMK Company and ASD Accounting Department. In the month of May, we requested 1 additional purchase order and processed 9 invoices.

Contract Type	Number of Contracts	Value
Professional Service Agreements / Design Contracts	--	\$ 22,755,464
Construction Contracts	1	\$ 107,603,085



LOCAL VENDORS AND CONTRACTORS

The following list of local vendors are currently working on the projects.

ASHLAND AREA VENDORS and CONTRACTORS

- | | |
|---------------------------------------|----------------------------|
| Arkitek:design&architecture | Adroit Construction Co. |
| Ciota Engineering | DOBRIN |
| Covey Pardee Landscape Architecture | Infinity Electric |
| Douglas Engineering Pacific | Van Row Mechanical |
| HMK Company | Cascade Communications |
| KenCairn Landscape Architecture | Quality Fence |
| Bean Electric | Pacific 3D Reality Capture |
| Renfro | Welburn Electric |
| Pariani Land Surveying | Britannia |
| Powell Engineering | Patriot Landscaping |
| ZCS Engineering & Architecture | Sandeem Masonry |
| Beflor | Alco |
| Top Notch | Quality Fence |
| Sandeem Masonry | S&S Sheetmetal |
| Metal Masters | Urban Racks |
| Moore Construction | Curtis Huntley |
| Devry | Cut N' Break |
| Precision Electric | Advanced Air |
| Hall of Fame Movers | New Horizons Woodworks |
| Milestone Landscape Group | Viking Concrete Cutting |
| Figueroa's Landscaping & Construction | Artoff Construction |
| North Core Excavation | LLAD |
| Southern Oregon Painting Company | True South Solar |
| Pressure Point Roofing | |

Ashland Area, defined as Rogue Valley



ASHLAND MIDDLE SCHOOL & TRAILS

PROJECT ADDITION & RENOVATIONS TO EXISTING BUILDING

PROJECT DESCRIPTION

- New and renovated classroom space to replace 3 existing classroom wings, approx. 65,000 sq. ft.
- Campus security
- Air Quality improvements and Climate resilience for existing buildings, including new construction
- Required tech infrastructure

SCHEDULE & KEY MILESTONES	START	COMPLETION	% CPL	COMMENT
Pre-Design & Schematics	08/12/19	11/15/19	100%	
Design Development	12/09/19	02/28/20	100%	
Construction Documents	03/23/20	08/07/20	100%	
Bid and Award Site Package	10/27/20	11/02/20	100%	
Bid and Award Building Package	10/27/20	11/02/20	100%	
Construction	11/03/20	10/21/22	100%	
Substantial Completion	10/21/22	03/01/23	100%	
Owner Occupancy	08/24/22	10/31/22	100%	
Post Occupancy Evaluation	03/01/23	12/21/23	100%	
Warranty Period	03/01/23	03/01/24	100%	
Other			0%	

CURRENT ACTIVITIES

Ashland Middle School and TRAILS Outdoor School are complete, and staff and students are fully occupying the new spaces.

Throughout each campus, upgrades in HVAC systems, plumbing, and electrical are prevalent, introducing energy efficiency air quality improvements and climate resilience resulting in more accommodating environments for maximum learning opportunities. Each school has received upgraded windows, new roof systems, new restrooms and redesigned administrative/office spaces. The project also resulted in improvements to overall campus security, technology infrastructure, seismic upgrades and accessibility. Both schools have been retrofitted with fire alarm and fire suppression systems as well. Each school campus has its own vehicle entry and exit with clear-cut pick up and drop off areas to assist with reduced congestion during high traffic periods.



Ashland Middle School comprises about 40,000 sq. ft. of the project including a new library and addition of a newly constructed two-story 6th grade building with an elevator. The campus includes a leadership room with full kitchen designed to host campus events. The SPED area includes multiple classrooms and offices with an additional calming space, private restrooms, and secure outdoor learning area. The covered courtyard is central to the campus with a multifunctional design including reclaimed wood beam stadium style benches for outdoor educational purposes and skateboard accommodating features allowing students a safe and fresh outdoor space for various activities. The kitchen and cafeteria have also been upgraded with new appliances and renewed finishes.

TRAILS Outdoor School has an entirely separate, newly renovated building stretching across 26,000 sq. ft. of useable space. The campus now includes 5 classrooms, a library, art lab, testing room, SPED room, music facility and multi-purpose room. There is also a grand outdoor structure attached to the building, allowing activities in adverse weather, including an integrated rock-climbing wall. The multi-purpose room, also known as the community room, is the highlight of the building. This area not only provides a place for staff and students to congregate for events but is equipped with large windows and roll up doors that can be opened to connect to the outdoors. Designing this aspect of the multi-purpose room was fully intentional and a defining characteristic of the school culture. The adjacent ready room has a full kitchen, which accommodates preparation for outdoor activities as well as daily meal requirements.

ACTIVITIES SCHEDULED FOR NEXT PERIOD

- Warranty Work

ADDITIONAL INFORMATION

For questions, comments or additional information, please contact:

Josh Whitaker, Project Manager
josh.whitaker@hmkco.org
541.601.3638



PROJECT PHOTO GALLERY

Combined Ashland Middle School and TRAILS Outdoor School Campus





TRAILS Outdoor School





Ashland Middle School





HELMAN ELEMENTARY SCHOOL

PROJECT ADDITION & RENOVATIONS TO EXISTING BUILDING

PROJECT DESCRIPTION

- New secure classroom wing to replace 2 classroom pods, approx. 23,000 sq. ft.
- Campus security
- Includes District Wide HVAC improvements which includes Climate resilience for all buildings, rather than just new construction
- Required tech infrastructure upgrades

SCHEDULE & KEY MILESTONES	START	COMPLETION	% CPL	COMMENT
Pre-Design & Schematics	06/17/19	01/23/20	100%	
Design Development	02/01/20	04/30/20	100%	
Construction Documents	05/14/20	09/24/20	100%	
Bid and Award Site Package	09/04/20	10/16/20	100%	
Bid and Award Building Package	10/15/20	12/15/20	100%	
Construction	10/30/20	08/31/22	100%	
Building Commissioning	06/01/22	03/31/23	100%	
Substantial Completion	08/31/22	03/01/23	100%	
Owner Occupancy	08/23/22	08/24/22	100%	
Post Occupancy Evaluation	03/02/23	08/01/23	100%	
Warranty Period	03/01/23	03/01/24	100%	
Other			0%	

CURRENT ACTIVITIES

With the completion of this project, Helman Elementary School staff, students and community members are now able to fully utilize the renovated campus. The renovations included a brand new approximately 23,000 square foot classroom building to replace two of the existing quad buildings.



The construction of this building has a net reduction in the school's energy use that truly models the Ashland School District's adoption of the City of Ashland's Climate and Energy Action Plan (CEAP). The new classroom building also includes a SPED instructional space with exterior play area, sensory room with state-of-the-art furnishings, a large multipurpose room with an operable exterior wall and multiple breakout spaces scattered throughout the building.

The front administration area underwent a full renovation that included an access-controlled entry. New reception area, conference room and staff work room concluded the new spaces included in the administration area.

Campus wide, a new 4-Pipe hydronic HVAC system that includes new high efficiency boilers, new air handlers and a new chiller was installed. A new building controls system, allowing the district to operate the new systems as efficiently as possible and minimize any maintenance or troubleshooting delays, was also included. The campus also received a new fire alarm system bringing everything up to current building codes.

On the exterior of the site, a new entry drive was installed that will aid with traffic congestion during high traffic periods. Additional parking was installed at the south end of the campus. There is a brand new 1/8th mile walking track and new playground that is accessible to all. New landscaping wraps up the remainder of the campus.

ACTIVITIES SCHEDULED FOR NEXT PERIOD

- N/A

ADDITIONAL INFORMATION

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

Mike Freeman, Project Manager
Mike.freeman@hmkco.org
541.499.7996



PROJECT PHOTO GALLERY

Completed Project





ASHLAND HIGH SCHOOL

PROJECT ASHLAND HIGH SCHOOL RENOVATION

PROJECT DESCRIPTION

- Improved accessibility and flexibility for the Humanities and Science Buildings.
- Repurpose or reconfigure existing spaces for science program requirements.
- Upgrades for air quality, security, restrooms, and technology infrastructure.
- Seismic rehabilitation at both Humanities and Science buildings

SCHEDULE & KEY MILESTONES	START	COMPLETION	% CPL	COMMENT
Pre-Design & Schematics	01/27/20	10/02/20	100%	
Design Development	10/02/20	01/29/21	100%	
Construction Documents	01/29/21	1/31/24	100%	
Permits, Bid and Award	05/31/23	3/29/24	100%	
Construction	06/16/23	12/31/24	98%	
Substantial Completion	12/31/24	12/31/24	92%	
Post Occupancy Evaluation	TBD	TBD	0%	
Warranty Period	01/01/25	01/01/26	0%	TBD
Other				

CURRENT ACTIVITIES

The Modernization project is on track to be completed in August. The delayed completion was anticipated due to limitations in timely procurement of electrical gear for the gym chiller system. KNO and their subcontractors have utilized the additional time to work through final punch related items and commissioning of systems that are complete. Contractor provided demonstration and trainings will be the final piece of closeout for this project.

May was the final month that construction activities are limited to off hours work for the Science Building Seismic Retrofit and quad renovation. The challenges of effectively navigating construction through these restricted conditions has proven to be worthwhile allowing Outlier Construction the opportunity to meet the demanding schedule for these scopes of work. The accommodations of AHS staff and students has proven to be the only opportunity to complete the seismic retrofit and quad renovations by the end of summer. While progress is very evident in with the exterior footings, shear walls, interior library work and quad upgrades, the summer push will increase drastically as work ramps up for full time shifts through August.



ACTIVITIES SCHEDULED FOR NEXT PERIOD

- Excavation and prep for quad paver installation
- Completion of commissioning at the Humanities and Science Buildings
- Shear wall siding and finish at the Science Building exterior
- Final concrete wall form work pour in the quad

ADDITIONAL INFORMATION

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

Josh Whitaker, Project Manager

josh.whitaker@hmkco.org

541.601.3638



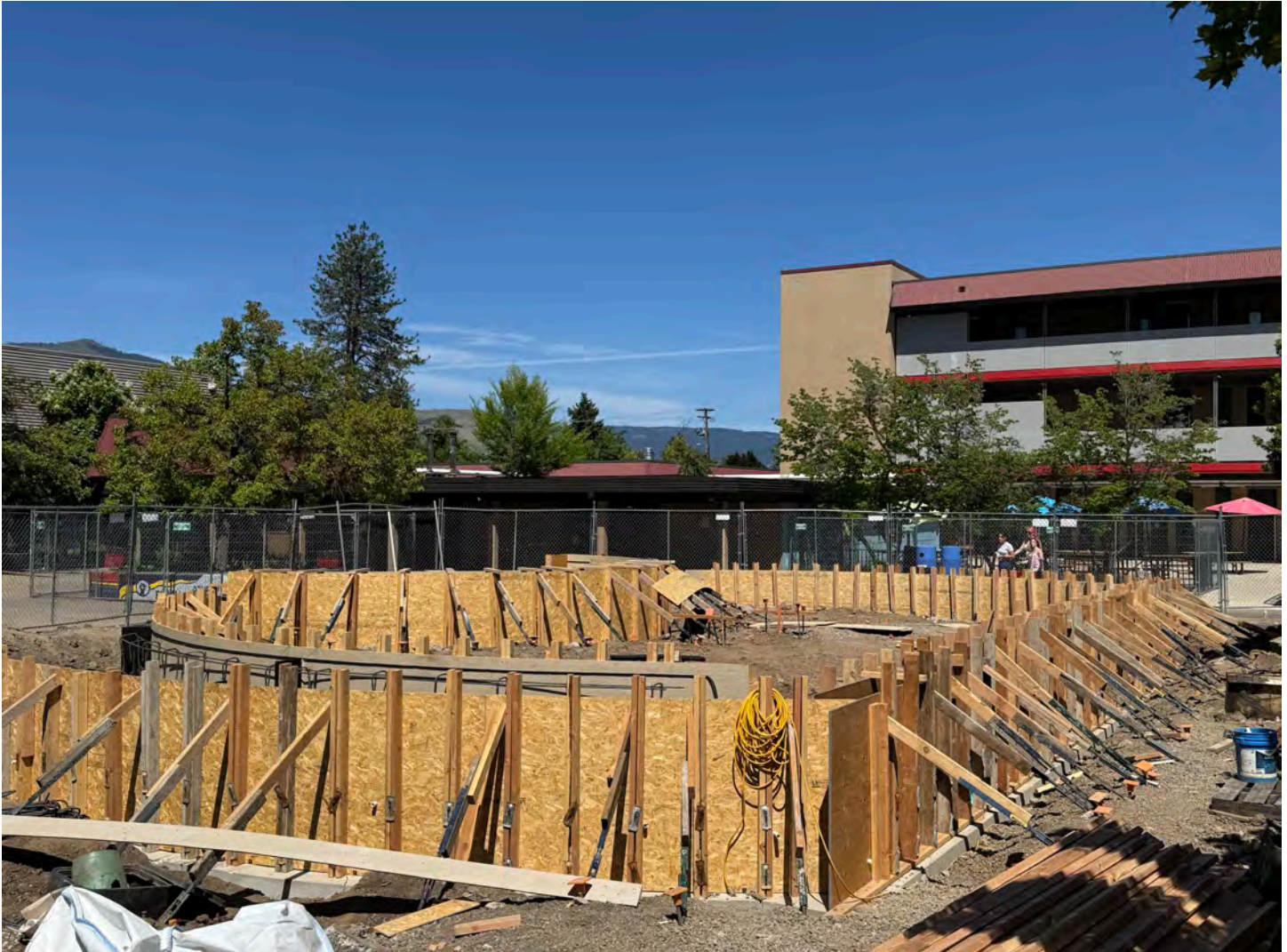
PROJECT PHOTO GALLERY

New Shear Wall Framing at the Lower Level of the Science Building



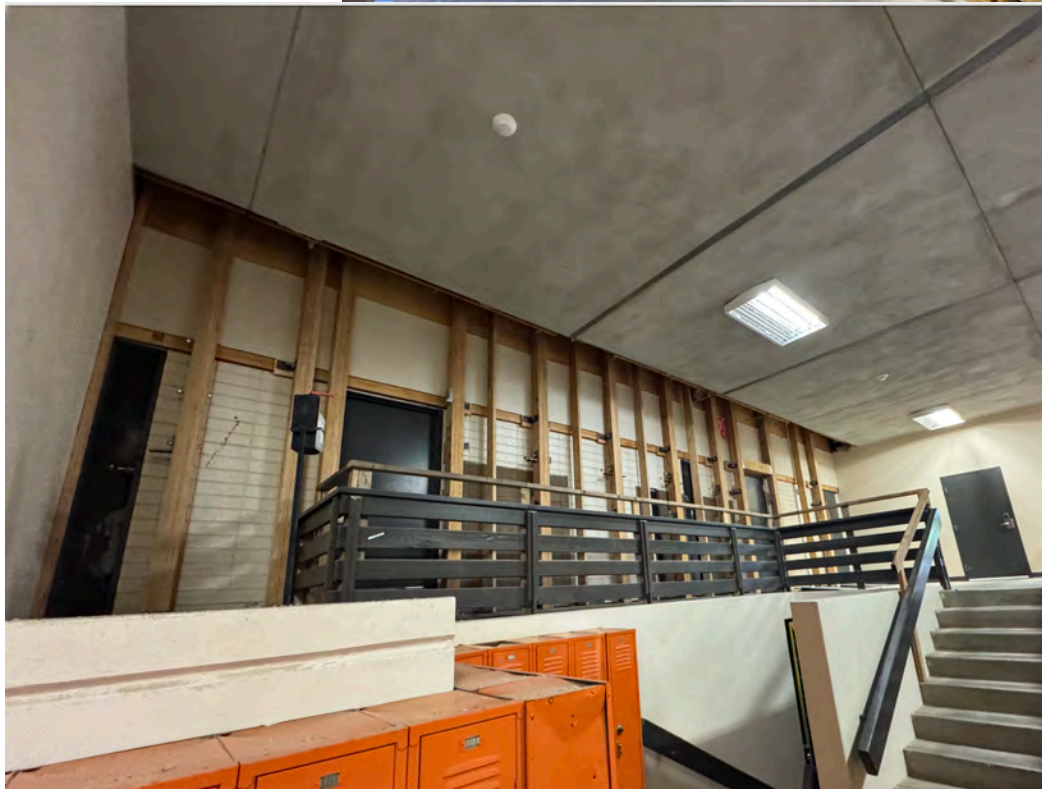
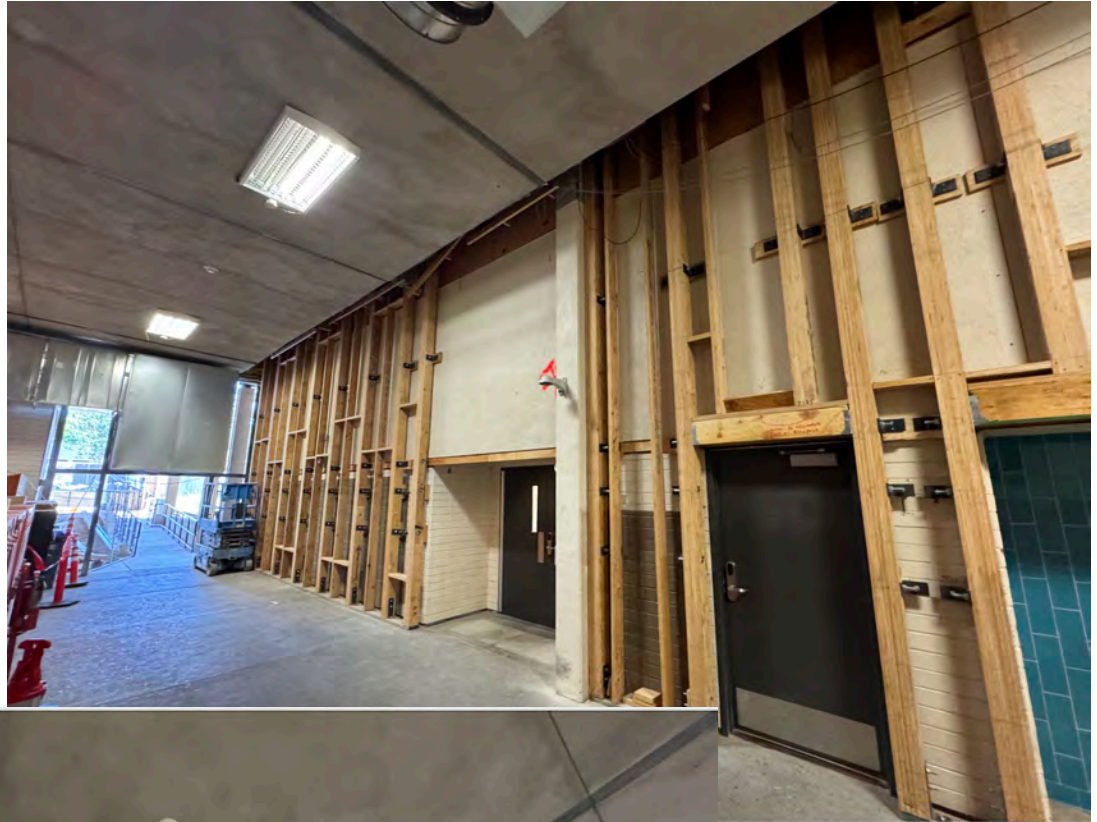


Concrete Formwork in The Quad





Shearwall Framing in the Science Building Breezeway





WALKER ELEMENTARY SCHOOL

PROJECT ADDITION & RENOVATIONS PROJECT

PROJECT DESCRIPTION

- Comprehensive renovation and seismic improvement of historic Walker Elementary School main building and gymnasium
- Includes replacement of classroom wing, with new classrooms, redesigned entry, new finishes, doors, windows and roof
- Also, includes the district wide HVAC improvements

SCHEDULE & KEY MILESTONES	START	COMPLETION	% CPL	COMMENT
Pre-Design & Schematics	01/07/20	09/22/20	100%	Complete
Design Development	09/22/20	12/10/20	100%	Complete
Construction Documents	12/10/20	08/13/21	100%	Complete
Bid and Award	03/22/21	05/14/21	100%	Complete
Construction Documents Phase 2	10/18/20	11/16/21	100%	Complete
Bid and Award Phase 2	03/22/21	12/14/21	100%	Complete
Construction	07/17/21	04/17/23	100%	Complete
Building Commissioning	01/16/23	04/17/23	100%	Complete
Owner Occupancy	04/17/23	04/18/23	100%	Complete
Post Occupancy Evaluation	04/18/23	07/17/23	100%	Complete
Warranty Period	04/18/23	04/18/24	100%	Complete
Other			0%	

CURRENT ACTIVITIES

The Walker Elementary School renovation is now complete. This project brought much needed improvements to the existing Walker School that will provide the community with a state-of-the-art educational facility for many years to come. The older classroom annex was demolished in order to construct a new classroom wing that also allowed the front entrance to be relocated creating a much more intuitive office space. The historical wing of the building received structural upgrades by way of a state funded seismic grant. The entire classroom building received new finishes, upgraded energy efficient exterior envelope that included new windows and new furniture.

The renovation and addition has a net reduction in the school's energy use that truly models the Ashland School District's adoption of the City of Ashland's Climate and Energy Action Plan (CEAP). The



new addition also includes a SPED instructional space with exterior play area, sensory room with state-of-the-art furnishings, dedicated resource rooms and multiple breakout spaces scattered throughout the building.

Campus wide, a new 4-Pipe hydronic HVAC system that includes new high efficiency boilers, new air handlers and a new chiller was installed. A new building controls system, allowing the district to operate the new systems as efficiently as possible and minimize any maintenance or troubleshooting delays, was also included. The campus also received a new fire alarm system bringing everything up to current building codes.

The gym underwent a seismic upgrade making this building now rated to withstand a seismic event. In addition, it received a new roof and exterior paint as well as HVAC upgrades.

The exterior of the site underwent extensive renovations in order to improve campus security and student and automobile circulation. The parking area was extended, and the traffic flow was reconfigured to create a more cohesive format for pick up and drop off that eases congestion in the neighborhood and adjoining streets. The exterior was fenced creating a secure campus and the newly configured front entrance added access control in order to create a single point of entrance. A new fully accessible playground was installed as well. New landscaping wraps up the exterior improvements.

ACTIVITIES SCHEDULED FOR NEXT PERIOD

- N/A

HIGHLIGHTS, CHALLENGES, SOLUTIONS

HIGHLIGHTS:

- Project completion.

CHALLENGES:

- No current challenges to note.

ADDITIONAL INFORMATION

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

Josh Whitaker, Project Manager

josh.whitaker@hmkco.org

541.601.3638



PROJECT PHOTO GALLERY

Aerial Photos of New Renovation and Addition







Placard Depicting the Seismic Upgrade through the Oregon Seismic Rehabilitation Grant





**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
DISTRICT WIDE ROLLUP BUDGET
MAY 31, 2025**

Project Expense	Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost				
Technology	\$ 3,420,000	\$ 3,912,749	\$ (513,525)	\$ 3,399,224
Restrooms	\$ 3,087,500	\$ -	\$ -	\$ -
Security	\$ 2,850,000	\$ 299,527	\$ 7,415	\$ 306,942
HVAC & MEP	\$ 13,569,000	\$ -	\$ -	\$ -
Transportation	\$ -	\$ 559,844	\$ 1	\$ 559,845
Bellview	\$ -	\$ 1,590,709	\$ 106,573	\$ 1,697,282
Maintenance	\$ -	\$ 676,982	\$ -	\$ 676,982
District Office	\$ -	\$ -	\$ -	\$ -
Asbestos Abatement	\$ 316,447	\$ -	\$ -	\$ -
Construction Contingency	\$ 1,348,640	\$ -	\$ 300,769	\$ 300,769
Construction Sub Total	\$ 24,591,587	\$ 7,039,811	\$ (98,767)	\$ 6,941,044
Soft Cost				
Administrative Cost				
Legal Fees	\$ 35,000	\$ -	\$ -	\$ -
Bond Counsel	\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost	* \$ -	\$ -	\$ -	\$ -
Builders Risk Insurance	\$ -	\$ -	\$ -	\$ -
Project Management	\$ 733,063	\$ -	\$ -	\$ -
Reimbursable Expenses	** \$ 48,870	\$ -	\$ -	\$ -
Communications	\$ -	\$ -	\$ -	\$ -
Sustainability	\$ -	\$ -	\$ -	\$ -
Site Cost				
Site Survey	\$ 30,000	\$ 2,270	\$ 30,000	\$ 32,270
Geo-Tech Report	\$ -	\$ -	\$ -	\$ -
Planning Cost				
Design Fees	\$ 2,026,632	\$ 117,637	\$ 164,421	\$ 282,058
A & E Reimbursable Expenses	\$ 41,670	\$ -	\$ 10,000	\$ 10,000
Commissioning	\$ 145,267	\$ 183,995	\$ (15,995)	\$ 168,000
Printing & Plan Distribution	\$ 9,416	\$ -	\$ -	\$ -
Hazardous Materials Consultant	\$ 138,808	\$ 20,890	\$ 460	\$ 21,350
Construction Testing	\$ -	\$ -	\$ -	\$ -
Constructability Review	\$ 72,634	\$ -	\$ -	\$ -
Plan Review & Building Permits	\$ 250,971	\$ 60,724	\$ 46,754	\$ 107,478
Special Inspection and Testing	\$ 50,053	\$ -	\$ 21,000	\$ 21,000
Miscellaneous Fees	\$ -	\$ 43,513	\$ (11,213)	\$ 32,300
Ed Specs	\$ -	\$ -	\$ -	\$ -
Kitchen	\$ -	\$ -	\$ -	\$ -
Miscellaneous				
Legal Advertisements	\$ 4,823	\$ 1,217	\$ 3,690	\$ 4,907
Furniture, Fixtures, and Equipment (FF&E)	\$ -	\$ 7,631	\$ 17,369	\$ 25,000
Technology	\$ -	\$ 40,623	\$ 377	\$ 41,000
Technology (Design)	\$ 210,634	\$ 1,847	\$ 26,830	\$ 28,677
Acoustics	\$ 36,317	\$ -	\$ -	\$ -
Criminal Background Checks	\$ 3,162	\$ -	\$ -	\$ -
System Development Charges	\$ -	\$ -	\$ -	\$ -
Value Engineering	\$ 72,634	\$ -	\$ -	\$ -
Utility Connection Fee	\$ 116,214	\$ -	\$ -	\$ -
Unallocated Owner Contingency	\$ 2,964,431	\$ -	\$ 37,587	\$ 37,587
Inflation	\$ 1,885,566	\$ -	\$ 74,433	\$ 74,433
Sub Total Soft Cost	\$ 8,876,165	\$ 480,347	\$ 405,713	\$ 886,060
Total Project Cost	\$ 33,467,752	\$ 7,520,159	\$ 306,946	\$ 7,827,104

* Budget has been moved to the Project Level
 **Budget has been moved to the Program Level



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
PROGRAM LEVEL BUDGET
MAY 31, 2025**

Program Revenue ¹	Original Budget	Received to Date	Allocated to Date	Unallocated Balance	Revised Budget
Bond and Other Proceeds					
Bond Proceeds	\$ 107,380,000	\$ 107,380,000	\$ 107,380,000	\$ -	\$ 107,380,000
Bond Premium	\$ 22,436,690	\$ 22,436,690	\$ 20,743,997	\$ 1,692,692	\$ 22,436,690
OSCIM Grant (Ashland Middle School)	\$ 1,032,927	\$ 4,000,000	\$ 4,000,000	\$ -	\$ 4,000,000
Seismic (Walker)	\$ 2,500,000	\$ 2,497,447	\$ 2,497,447	\$ -	\$ 2,497,447
Seismic (Walker-Gymnasium)	\$ -	\$ 1,816,151	\$ 1,816,151	\$ -	\$ 1,816,151
Seismic (Ashland High School)	\$ -	\$ 2,011,704	\$ 2,011,704	\$ -	\$ 2,011,704
Seismic (Ashland High School Science)	\$ -	\$ -	\$ 2,500,000	\$ -	\$ 2,500,000
Investment Interest	\$ 5,000,000	\$ 5,919,485	\$ 4,628,566	\$ 1,290,919	\$ 5,919,485
Miscellaneous	\$ -	\$ 428,941	\$ -	\$ 428,941	\$ 428,941
Total Revenue	\$ 138,349,617	\$ 146,490,418	\$ 145,577,865	\$ 3,412,552	\$ 148,990,418

1. Program Revenue is an estimate. Accuracy should be verified by district personnel

The financial statement presentation has been prepared as a courtesy by HMK. They are based on information derived from ledgers provided by the agency, which have not been independently verified. The financial information included in this presentation is unaudited and should be used for informational purposes only and should not be relied upon for any other use.



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
PROGRAM BUDGET
MAY 31, 2025**

	Original Budget	Paid to Date	Remaining Balance	Revised Budget
Program Expense				
District Wide Programs	\$ 24,591,587	\$ 7,039,811	\$ (98,767)	\$ 6,941,044
District Wide Solar Projects	\$ -	\$ 931,886	\$ 718,912	\$ 1,650,798
Helman Elementary	\$ 11,294,084	\$ 15,367,756	\$ (232,685)	\$ 15,135,071
Walker Elementary	\$ 11,252,185	\$ 30,130,377	\$ 87,160	\$ 30,217,537
Ashland Middle School	\$ 21,960,270	\$ 35,813,522	\$ (366,146)	\$ 35,447,376
Ashland High School	\$ 9,124,089	\$ 24,629,279	\$ 2,987,810	\$ 27,617,089
Willow Wind Learning Center	\$ -	\$ 1,732,696	\$ 1,732	\$ 1,734,428
Construction Sub Total	\$ 78,222,215	\$ 115,645,327	\$ 3,098,016	\$ 118,743,343
Soft Cost				
Administrative Cost				
Legal Fees	\$ 100,000	\$ 29,844	\$ (6,430)	\$ 23,414
Bond Counsel	\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost	\$ 625,293	\$ 625,293	\$ -	\$ 625,293
Builders Risk Insurance	\$ -	\$ 80,126	\$ (7,926)	\$ 72,200
Project Management	\$ 2,274,483	\$ 4,637,321	\$ (628,457)	\$ 4,008,864
Reimbursable Expenses	\$ 151,631	\$ 328,755	\$ (1,788)	\$ 326,967
Communications	\$ -	\$ 199,367	\$ (6,095)	\$ 193,272
Sustainability	\$ -	\$ -	\$ -	\$ -
Miscellaneous Fees (Bank, consulting)	\$ -	\$ 415,083	\$ (109,434)	\$ 305,649
Ashland SD Staff	\$ -	\$ 1,322,706	\$ (465,070)	\$ 857,636
Lincoln Elementary	\$ -	\$ 42,354	\$ 446	\$ 42,800
District Wide Roofing Project	\$ -	\$ 46,200	\$ -	\$ 46,200
Site Cost				
Site Survey	\$ 213,903	\$ 149,234	\$ 8,489	\$ 157,723
Geo-Tech Report	\$ 123,179	\$ 111,151	\$ 13,583	\$ 124,734
Planning Cost				
Design Fees	\$ 7,414,694	\$ 8,595,418	\$ (415,617)	\$ 8,179,800
A & E Reimbursable Expenses	\$ 144,431	\$ 35,420	\$ 81,103	\$ 116,523
Commissioning	\$ 334,589	\$ 393,279	\$ (32,970)	\$ 360,309
Printing & Plan Distribution	\$ 31,288	\$ 1,724	\$ 55	\$ 1,779
Hazardous Materials Consultant	\$ 418,761	\$ 560,005	\$ (84,149)	\$ 475,856
Construction Testing	\$ -	\$ -	\$ -	\$ -
Constructability Review	\$ 285,616	\$ 573,003	\$ 470	\$ 573,473
Plan Review & Building Permits	\$ 764,778	\$ 3,355,949	\$ 161,265	\$ 3,517,213
Special Inspection and Testing	\$ 391,469	\$ 899,276	\$ (358,571)	\$ 540,705
Miscellaneous Fees	\$ 205,522	\$ 1,060,432	\$ (218,228)	\$ 842,204
Ed Specs	\$ 73,532	\$ -	\$ -	\$ -
Kitchen	\$ 32,940	\$ -	\$ -	\$ -
Miscellaneous				
Legal Advertisements	\$ 12,823	\$ 1,457	\$ 5,450	\$ 6,907
Furniture, Fixtures, and Equipment (FF&E)	\$ 2,569,031	\$ 2,666,350	\$ 72,489	\$ 2,738,839
Technology	\$ 404,005	\$ 466,937	\$ 20,763	\$ 487,700
Technology (Design)	\$ 467,536	\$ 7,252	\$ 63,223	\$ 70,475
Acoustics	\$ 113,387	\$ -	\$ -	\$ -
Criminal Background Checks	\$ 9,862	\$ 12,213	\$ (130)	\$ 12,083
System Development Charges	\$ 332,544	\$ 19,692	\$ (600)	\$ 19,092
Value Engineering	\$ 194,985	\$ -	\$ -	\$ -
Utility Connection Fee	\$ 116,214	\$ -	\$ -	\$ -
Unallocated Owner Contingency	\$ 9,104,657	\$ -	\$ 38,849	\$ 38,849
Inflation	\$ 6,111,120	\$ -	\$ 74,433	\$ 74,433
Sub Total Soft Cost	\$ 33,022,273	\$ 26,635,840	\$ (1,794,848)	\$ 24,840,992
Total Project Cost	\$ 111,244,488	\$ 142,281,167	\$ 1,303,168	\$ 143,584,335



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
PROGRAM LEVEL BUDGET
MAY 31, 2025**

Program Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Soft Cost					
Legal Fees		\$ -	\$ 26,896	\$ (3,482)	\$ 23,414
Bond Counsel		\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost		\$ 625,293	\$ 625,293	\$ -	\$ 625,293
Builders Risk Insurance		\$ -	\$ -	\$ -	\$ -
Project Management	12	\$ -	\$ 4,275,868	\$ (307,004)	\$ 3,968,864
Reimbursable Expenses	11	\$ -	\$ 311,211	\$ 356	\$ 311,567
Communications	11	\$ -	\$ 199,367	\$ (6,095)	\$ 193,272
Sustainability		\$ -	\$ -	\$ -	\$ -
Criminal Background Checks	10,11	\$ -	\$ 12,213	\$ (130)	\$ 12,083
Printing & Plan Distribution	10	\$ -	\$ 779	\$ -	\$ 779
Miscellaneous Fees (Bank, consulting)	11	\$ -	\$ 415,083	\$ (109,434)	\$ 305,649
Ashland SD Staff	11,12	\$ -	\$ 1,322,706	\$ (465,070)	\$ 857,636
Lincoln Elementary		\$ -	\$ 42,354	\$ 446	\$ 42,800
District Wide Roofing Project		\$ -	\$ 46,200	\$ -	\$ 46,200
Sub Total Soft Cost		\$ 625,293	\$ 7,277,969	\$ (890,412)	\$ 6,387,557

1. Reallocated within budget
2. Reallocated within budget (06.30.21)
3. Reallocated within budget (03.31.22)
4. Reallocated Bond Issuance Costs back to Program Level (06.30.22)
5. Reallocated within budget (06.30.22)
6. Reallocated from investment for add'l staff time (08.31.22)
7. Reallocated from investment income and budget (09.30.22)
8. Reallocated within budget (10.31.22)
9. Reallocated within budget (12.31.22)
10. Reallocated within budget (01.31.23)
11. Reallocated \$360k from Security (04.30.23)
12. Reallocated within budget (05.31.23)

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**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
DW RESTROOMS BUDGET
MAY 31, 2025**

Project Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost					
Maximum Allowable Construction Cost (MACC)	2	\$ 3,087,500	\$ -	\$ -	\$ -
Asbestos		\$ 58,705	\$ -	\$ -	\$ -
Seismic Retro Upgrade		\$ -	\$ -	\$ -	\$ -
1.5% Solar (Total Project Major Building)		\$ -	\$ -	\$ -	\$ -
Construction Contingency	2	\$ 162,500	\$ -	\$ -	\$ -
Construction Sub Total		\$ 3,308,705	\$ -	\$ -	\$ -
Soft Cost					
Administrative Cost					
Legal Fees		\$ 5,000	\$ -	\$ -	\$ -
Bond Counsel		\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost		\$ -	\$ -	\$ -	\$ -
Builders Risk Insurance	3	\$ -	\$ -	\$ -	\$ -
Project Management		\$ 99,261	\$ -	\$ -	\$ -
Reimbursable Expenses		\$ 6,617	\$ -	\$ -	\$ -
Communications		\$ -	\$ -	\$ -	\$ -
Sustainability		\$ -	\$ -	\$ -	\$ -
Site Cost					
Site Survey		\$ -	\$ -	\$ -	\$ -
Geo-Tech Report		\$ -	\$ -	\$ -	\$ -
Planning Cost					
Design Fees	2	\$ 363,958	\$ -	\$ -	\$ -
A & E Reimbursable Expenses	2	\$ 6,617	\$ -	\$ -	\$ -
Commissioning		\$ -	\$ -	\$ -	\$ -
Printing & Plan Distribution		\$ 2,316	\$ -	\$ -	\$ -
Hazardous Materials Consultant	2	\$ 66,174	\$ -	\$ -	\$ -
Construction Testing		\$ -	\$ -	\$ -	\$ -
Constructability Review		\$ -	\$ -	\$ -	\$ -
Plan Review & Building Permits	2	\$ 39,704	\$ -	\$ -	\$ -
Special Inspection and Testing		\$ -	\$ -	\$ -	\$ -
Miscellaneous Fees		\$ -	\$ -	\$ -	\$ -
Ed Specs		\$ -	\$ -	\$ -	\$ -
Kitchen		\$ -	\$ -	\$ -	\$ -
Miscellaneous					
Legal Advertisements	2	\$ 1,323	\$ -	\$ -	\$ -
Furniture, Fixtures, and Equipment (FF&E)		\$ -	\$ -	\$ -	\$ -
Technology		\$ -	\$ -	\$ -	\$ -
Technology (Design)		\$ -	\$ -	\$ -	\$ -
Acoustics		\$ -	\$ -	\$ -	\$ -
Criminal Background Checks		\$ 662	\$ -	\$ -	\$ -
System Development Charges		\$ -	\$ -	\$ -	\$ -
Value Engineering		\$ -	\$ -	\$ -	\$ -
Utility Connection Fee		\$ -	\$ -	\$ -	\$ -
Unallocated Owner Contingency	2	\$ 413,588	\$ -	\$ -	\$ -
Inflation		\$ 258,837	\$ -	\$ -	\$ -
Sub Total Soft Cost		\$ 1,264,057	\$ -	\$ -	\$ -
Total Project Cost		\$ 4,572,762	\$ -	\$ -	\$ -

1. Reallocated \$750,000 to AHS (07.31.21)
1. Reallocated \$641,400 to AHS (07.31.21)
1. Reallocated \$1,100,040 to AMS (07.31.21)
2. Reallocated \$ 684,164 to AHS (09.30.21)
3. Reallocated Bond Issuance Costs back to Program Level (06.30.22)



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
DW SECURITY BUDGET
MAY 31, 2025**

Project Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost					
Maximum Allowable Construction Cost (MACC)	10	\$ 2,850,000	\$ 299,527	\$ 7,415	\$ 306,942
Asbestos		\$ -	\$ -	\$ -	\$ -
Seismic Retro Upgrade		\$ -	\$ -	\$ -	\$ -
1.5% Solar (Total Project Major Building)		\$ -	\$ -	\$ -	\$ -
Construction Contingency		\$ 150,000	\$ -	\$ 137,207	\$ 137,207
Construction Sub Total		\$ 3,000,000	\$ 299,527	\$ 144,622	\$ 444,149
Soft Cost					
Administrative Cost					
Legal Fees		\$ 5,000	\$ -	\$ -	\$ -
Bond Counsel		\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost		\$ -	\$ -	\$ -	\$ -
Builders Risk Insurance		\$ -	\$ -	\$ -	\$ -
Project Management		\$ 90,000	\$ -	\$ -	\$ -
Reimbursable Expenses		\$ 6,000	\$ -	\$ -	\$ -
Communications		\$ -	\$ -	\$ -	\$ -
Sustainability		\$ -	\$ -	\$ -	\$ -
Site Cost					
Site Survey		\$ 30,000	\$ -	\$ 30,000	\$ 30,000
Geo-Tech Report		\$ -	\$ -	\$ -	\$ -
Planning Cost					
Design Fees		\$ 210,000	\$ -	\$ 171,500	\$ 171,500
A & E Reimbursable Expenses		\$ 6,000	\$ -	\$ -	\$ -
Commissioning		\$ -	\$ -	\$ -	\$ -
Printing & Plan Distribution		\$ 2,100	\$ -	\$ -	\$ -
Hazardous Materials Consultant		\$ -	\$ -	\$ -	\$ -
Construction Testing		\$ -	\$ -	\$ -	\$ -
Constructability Review		\$ -	\$ -	\$ -	\$ -
Plan Review & Building Permits		\$ 30,000	\$ -	\$ 18,000	\$ 18,000
Special Inspection and Testing		\$ 21,000	\$ -	\$ 21,000	\$ 21,000
Miscellaneous Fees		\$ -	\$ -	\$ -	\$ -
Ed Specs		\$ -	\$ -	\$ -	\$ -
Kitchen		\$ -	\$ -	\$ -	\$ -
Miscellaneous					
Legal Advertisements		\$ 1,000	\$ -	\$ -	\$ -
Furniture, Fixtures, and Equipment (FF&E)		\$ -	\$ -	\$ -	\$ -
Technology		\$ -	\$ -	\$ -	\$ -
Technology (Design)		\$ 30,000	\$ -	\$ 27,000	\$ 27,000
Acoustics		\$ -	\$ -	\$ -	\$ -
Criminal Background Checks		\$ 500	\$ -	\$ -	\$ -
System Development Charges		\$ -	\$ -	\$ -	\$ -
Value Engineering		\$ -	\$ -	\$ -	\$ -
Utility Connection Fee		\$ -	\$ -	\$ -	\$ -
Unallocated Owner Contingency	6	\$ 375,000	\$ -	\$ 10,852	\$ 10,852
Inflation	7,8,9,10	\$ 228,396	\$ -	\$ 74,433	\$ 74,433
Sub Total Soft Cost		\$ 1,034,996	\$ -	\$ 352,785	\$ 352,785
Total Project Cost		\$ 4,034,996	\$ 299,527	\$ 497,407	\$ 796,934

1. Reallocated \$350,000 to new projects (transportation, bellview, maintenance, and district office)
2. Reallocated \$2,000,000 to AHS (09.30.21)
3. Reallocated Bond Issuance Costs back to Program Level (06.30.22)
4. Reallocated \$50k from Security to Transportation and \$40k to AMS (06.30.22)
5. Reallocated \$24k from Security to Maintenance (08.31.22)
6. Reallocated \$89k from Security to BES for Sentinel (03.31.23)
7. Reallocated \$26k from Security to AMS for Ednetics (03.31.23)
8. Reallocated \$24k from Security to Maintenance for Ednetics (03.31.23)
9. Reallocated \$17k from Security to Transportation for Ednetics(03.31.23)
10. Reallocated \$360k from Security to Program Level (04.30.23)



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
DW HVAC & MEP BUDGET
MAY 31, 2025**

Project Expense		Original Budget		Paid to Date		Remaining Balance		Revised Budget
Hard Cost								
Maximum Allowable Construction Cost (MACC)	3	\$ 13,569,000	\$	-	\$	-	\$	-
Asbestos		\$ 257,742	\$	-	\$	-	\$	-
Seismic Retro Upgrade			\$	-	\$	-	\$	-
1.5% Solar (Total Project Major Building)			\$	-	\$	-	\$	-
Construction Contingency	3	\$ 856,140	\$	-	\$	-	\$	-
Construction Sub Total		\$ 14,682,882	\$	-	\$	-	\$	-
Soft Cost								
Administrative Cost								
Legal Fees		\$ 20,000	\$	-	\$	-	\$	-
Bond Counsel		\$ -	\$	-	\$	-	\$	-
Bond Issuance Cost		\$ -	\$	-	\$	-	\$	-
Builders Risk Insurance	5	\$ -	\$	-	\$	-	\$	-
Project Management		\$ 435,802	\$	-	\$	-	\$	-
Reimbursable Expenses		\$ 29,053	\$	-	\$	-	\$	-
Communications		\$ -	\$	-	\$	-	\$	-
Sustainability		\$ -	\$	-	\$	-	\$	-
Site Cost								
Site Survey		\$ -	\$	-	\$	-	\$	-
Geo-Tech Report		\$ -	\$	-	\$	-	\$	-
Planning Cost								
Design Fees	3	\$ 1,452,674	\$	-	\$	-	\$	-
A & E Reimbursable Expenses	3	\$ 29,053	\$	-	\$	-	\$	-
Commissioning	3	\$ 145,267	\$	-	\$	-	\$	-
Printing & Plan Distribution		\$ 5,000	\$	-	\$	-	\$	-
Hazardous Materials Consultant	3	\$ 72,634	\$	-	\$	-	\$	-
Construction Testing		\$ -	\$	-	\$	-	\$	-
Constructability Review	3	\$ 72,634	\$	-	\$	-	\$	-
Plan Review & Building Permits	3	\$ 145,267	\$	-	\$	-	\$	-
Special Inspection and Testing	3	\$ 29,053	\$	-	\$	-	\$	-
Miscellaneous Fees		\$ -	\$	-	\$	-	\$	-
Ed Specs		\$ -	\$	-	\$	-	\$	-
Kitchen		\$ -	\$	-	\$	-	\$	-
Miscellaneous								
Legal Advertisements		\$ 1,500	\$	-	\$	-	\$	-
Furniture, Fixtures, and Equipment (FF&E)		\$ -	\$	-	\$	-	\$	-
Technology		\$ -	\$	-	\$	-	\$	-
Technology (Design)		\$ 72,634	\$	-	\$	-	\$	-
Acoustics	3	\$ 36,317	\$	-	\$	-	\$	-
Criminal Background Checks		\$ 1,000	\$	-	\$	-	\$	-
System Development Charges		\$ -	\$	-	\$	-	\$	-
Value Engineering	3	\$ 72,634	\$	-	\$	-	\$	-
Utility Connection Fee	3	\$ 116,214	\$	-	\$	-	\$	-
Unallocated Owner Contingency	4	\$ 1,815,843	\$	-	\$	-	\$	-
Inflation	4	\$ 1,144,761	\$	-	\$	-	\$	-
Sub Total Soft Cost		\$ 5,697,340	\$	-	\$	-	\$	-
Total Project Cost		\$ 20,380,222	\$	-	\$	-	\$	-

2. Reallocated \$165,000 to AMS for HVAC upgrade (06.01.21)
3. Reallocated \$1,310,000 to AHS (07.01.21)
3. Reallocated \$7,100,000 to AHS -Phase II (07.01.21)
3. Reallocated \$475,000 to AHS -Phase II (07.01.21)
3. Reallocated \$972,316 to AHS -Phase II (07.01.21)
4. Reallocated \$486,606 to WES (02.28.22)
5. Reallocated Bond Issuance Costs back to Program Level (06.30.22)



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
DW TECHNOLOGY BUDGET
MAY 31, 2025**

Project Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost					
Maximum Allowable Construction Cost (MACC)	8/9	\$ 3,420,000	\$ 3,912,749	\$ (513,525)	\$ 3,399,224
Asbestos		\$ -	\$ -	\$ -	\$ -
Seismic Retro Upgrade		\$ -	\$ -	\$ -	\$ -
1.5% Solar (Total Project Major Building)		\$ -	\$ -	\$ -	\$ -
Construction Contingency		\$ 180,000	\$ -	\$ -	\$ -
Construction Sub Total		\$ 3,600,000	\$ 3,912,749	\$ (513,525)	\$ 3,399,224
Soft Cost					
Administrative Cost					
Legal Fees		\$ 5,000	\$ -	\$ -	\$ -
Bond Counsel		\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost		\$ -	\$ -	\$ -	\$ -
Builders Risk Insurance		\$ -	\$ -	\$ -	\$ -
Project Management		\$ 108,000	\$ -	\$ -	\$ -
Reimbursable Expenses		\$ 7,200	\$ -	\$ -	\$ -
Communications		\$ -	\$ -	\$ -	\$ -
Sustainability		\$ -	\$ -	\$ -	\$ -
Site Cost					
Site Survey		\$ -	\$ -	\$ -	\$ -
Geo-Tech Report		\$ -	\$ -	\$ -	\$ -
Planning Cost					
Design Fees		\$ -	\$ -	\$ -	\$ -
A & E Reimbursable Expenses		\$ -	\$ -	\$ -	\$ -
Commissioning		\$ -	\$ -	\$ -	\$ -
Printing & Plan Distribution		\$ -	\$ -	\$ -	\$ -
Hazardous Materials Consultant		\$ -	\$ -	\$ -	\$ -
Construction Testing		\$ -	\$ -	\$ -	\$ -
Constructability Review		\$ -	\$ -	\$ -	\$ -
Plan Review & Building Permits	9	\$ 36,000	\$ -	\$ -	\$ -
Special Inspection and Testing		\$ -	\$ -	\$ -	\$ -
Miscellaneous Fees		\$ -	\$ -	\$ -	\$ -
Ed Specs		\$ -	\$ -	\$ -	\$ -
Kitchen		\$ -	\$ -	\$ -	\$ -
Miscellaneous					
Legal Advertisements	9	\$ 1,000	\$ -	\$ -	\$ -
Furniture, Fixtures, and Equipment (FF&E)		\$ -	\$ -	\$ -	\$ -
Technology		\$ -	\$ -	\$ -	\$ -
Technology (Design)	9	\$ 108,000	\$ 1,847	\$ (170)	\$ 1,677
Acoustics		\$ -	\$ -	\$ -	\$ -
Criminal Background Checks		\$ 1,000	\$ -	\$ -	\$ -
System Development Charges		\$ -	\$ -	\$ -	\$ -
Value Engineering		\$ -	\$ -	\$ -	\$ -
Utility Connection Fee		\$ -	\$ -	\$ -	\$ -
Unallocated Owner Contingency	6	\$ 360,000	\$ -	\$ -	\$ -
Inflation		\$ 253,572	\$ -	\$ -	\$ -
Sub Total Soft Cost		\$ 879,772	\$ 1,847	\$ (170)	\$ 1,677
Total Project Cost		\$ 4,479,772	\$ 3,914,597	\$ (513,696)	\$ 3,400,901

* Budget has been moved to the Project Level
 **Budget has been moved to the Program Level
 *** Re-allocated \$723,216 to Helman (05.31.20)
 +Budget has been moved to the Program Level (10.31.20)
 ^ Re-allocated \$223,636 to Program Level (11.30.20)
 1. Reallocated \$362,000 to AHS (09.30.21)
 2. Reallocated from Contingency (12.31.21)
 3. Reallocated from Contingency (03.31.22)
 4. Reallocated from Contingency (05.31.22)
 5. Reallocated Bond Issuance Costs back to Program Level (06.30.22)
 6. Reallocated costs to MACC (06.30.22)
 7. Reallocated from Invest Inc (08.31.22)
 8. Reallocated 300k from Invest Inc (09.30.22)
 9. Reallocated within Budget (09.30.22)



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
TRANSPORTATION BUDGET
MAY 31, 2025**

Project Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost					
Maximum Allowable Construction Cost (MACC)	8,10	\$ -	\$ 559,844	\$ 1	\$ 559,845
Asbestos		\$ -	\$ -	\$ -	\$ -
Seismic Retro Upgrade		\$ -	\$ -	\$ -	\$ -
1.5% Solar (Total Project Major Building)		\$ -	\$ -	\$ -	\$ -
Construction Contingency	8,10	\$ -	\$ -	\$ 1,652	\$ 1,652
Construction Sub Total		\$ -	\$ 559,844	\$ 1,653	\$ 561,497
Soft Cost					
Administrative Cost					
Legal Fees		\$ -	\$ -	\$ -	\$ -
Bond Counsel		\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost		\$ -	\$ -	\$ -	\$ -
Builders Risk Insurance		\$ -	\$ -	\$ -	\$ -
Project Management		\$ -	\$ -	\$ -	\$ -
Reimbursable Expenses		\$ -	\$ -	\$ -	\$ -
Communications		\$ -	\$ -	\$ -	\$ -
Sustainability		\$ -	\$ -	\$ -	\$ -
Site Cost					
Site Survey		\$ -	\$ -	\$ -	\$ -
Geo-Tech Report		\$ -	\$ -	\$ -	\$ -
Planning Cost					
Design Fees		\$ -	\$ 32,860	\$ -	\$ 32,860
A & E Reimbursable Expenses		\$ -	\$ -	\$ -	\$ -
Commissioning		\$ -	\$ 19,501	\$ 499	\$ 20,000
Printing & Plan Distribution		\$ -	\$ -	\$ -	\$ -
Hazardous Materials Consultant	10	\$ -	\$ 8,850	\$ 0	\$ 8,850
Construction Testing		\$ -	\$ -	\$ -	\$ -
Constructability Review		\$ -	\$ -	\$ -	\$ -
Plan Review & Building Permits		\$ -	\$ 17,903	\$ 7,152	\$ 25,055
Special Inspection and Testing		\$ -	\$ -	\$ -	\$ -
Miscellaneous Fees	8	\$ -	\$ 4,388	\$ 613	\$ 5,000
Ed Specs		\$ -	\$ -	\$ -	\$ -
Kitchen		\$ -	\$ -	\$ -	\$ -
Miscellaneous					
Legal Advertisements		\$ -	\$ 407	\$ 0	\$ 407
Furniture, Fixtures, and Equipment (FF&E)		\$ -	\$ 7,631	\$ 17,369	\$ 25,000
Technology	9	\$ -	\$ 16,822	\$ 178	\$ 17,000
Technology (Design)		\$ -	\$ -	\$ -	\$ -
Acoustics		\$ -	\$ -	\$ -	\$ -
Criminal Background Checks		\$ -	\$ -	\$ -	\$ -
System Development Charges		\$ -	\$ -	\$ -	\$ -
Value Engineering		\$ -	\$ -	\$ -	\$ -
Utility Connection Fee		\$ -	\$ -	\$ -	\$ -
Unallocated Owner Contingency	8	\$ -	\$ -	\$ -	\$ -
Inflation		\$ -	\$ -	\$ -	\$ -
Sub Total Soft Cost		\$ -	\$ 108,361	\$ 25,812	\$ 134,172
Total Project Cost		\$ -	\$ 668,205	\$ 27,465	\$ 695,669

1. Reallocated from DW Security and HVAC (04.18.21)
2. Reallocated within Budget(12.31.21)
3. Reallocated to Maintenance Bldg (02.28.22)
4. Reallocated to Maintenance Bldg (03.31.22)
5. Reallocated within Budget (05.31.22)
6. Reallocated \$50k from Security to Transportation (06.30.22)
7. Reallocated within Budget (08.31.22)
8. Reallocated within Budget (09.30.22)
9. Reallocated from Security (03.31.23)



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
BELLVIEW BUDGET
MAY 31, 2025**

Project Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost					
Maximum Allowable Construction Cost (MACC)	6	\$ -	\$ 352,879	\$ 54,763	\$ 407,642
Asbestos		\$ -	\$ -	\$ -	\$ -
Seismic Retro Upgrade		\$ -	\$ -	\$ -	\$ -
1.5% Solar (Total Project Major Building)		\$ -	\$ -	\$ -	\$ -
Phase 2	5,6	\$ -	\$ 1,237,830	\$ 51,810	\$ 1,289,640
Construction Contingency	6	\$ -	\$ -	\$ 144,186	\$ 144,186
Construction Sub Total		\$ -	\$ 1,590,709	\$ 250,759	\$ 1,841,468
Soft Cost					
Administrative Cost					
Legal Fees		\$ -	\$ -	\$ -	\$ -
Bond Counsel		\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost		\$ -	\$ -	\$ -	\$ -
Builders Risk Insurance		\$ -	\$ -	\$ -	\$ -
Project Management		\$ -	\$ -	\$ -	\$ -
Reimbursable Expenses		\$ -	\$ -	\$ -	\$ -
Communications		\$ -	\$ -	\$ -	\$ -
Sustainability		\$ -	\$ -	\$ -	\$ -
Site Cost					
Site Survey	4	\$ -	\$ 2,270	\$ -	\$ 2,270
Geo-Tech Report		\$ -	\$ -	\$ -	\$ -
Planning Cost					
Design Fees	4,7	\$ -	\$ 55,927	\$ (7,234)	\$ 48,693
A & E Reimbursable Expenses		\$ -	\$ -	\$ 5,000	\$ 5,000
Commissioning	4,7	\$ -	\$ 141,992	\$ (18,992)	\$ 123,000
Printing & Plan Distribution	7	\$ -	\$ -	\$ -	\$ -
Hazardous Materials Consultant		\$ -	\$ 4,540	\$ 460	\$ 5,000
Construction Testing		\$ -	\$ -	\$ -	\$ -
Constructability Review		\$ -	\$ -	\$ -	\$ -
Plan Review & Building Permits		\$ -	\$ 8,508	\$ 21,405	\$ 29,913
Special Inspection and Testing		\$ -	\$ -	\$ -	\$ -
Miscellaneous Fees		\$ -	\$ 32,270	\$ (13,270)	\$ 19,000
Ed Specs		\$ -	\$ -	\$ -	\$ -
Kitchen		\$ -	\$ -	\$ -	\$ -
Miscellaneous					
Legal Advertisements		\$ -	\$ 404	\$ 2,096	\$ 2,500
Furniture, Fixtures, and Equipment (FF&E)		\$ -	\$ -	\$ -	\$ -
Technology		\$ -	\$ -	\$ -	\$ -
Technology (Design)		\$ -	\$ -	\$ -	\$ -
Acoustics		\$ -	\$ -	\$ -	\$ -
Criminal Background Checks		\$ -	\$ -	\$ -	\$ -
System Development Charges		\$ -	\$ -	\$ -	\$ -
Value Engineering		\$ -	\$ -	\$ -	\$ -
Utility Connection Fee		\$ -	\$ -	\$ -	\$ -
Unallocated Owner Contingency	4,7	\$ -	\$ -	\$ -	\$ -
Inflation		\$ -	\$ -	\$ -	\$ -
Sub Total Soft Cost		\$ -	\$ 245,912	\$ (10,536)	\$ 235,376
Total Project Cost		\$ -	\$ 1,836,621	\$ 240,223	\$ 2,076,844

1. Reallocated from DW Security and HVAC (04.18.21)
2. Reallocate within budget (12.31.21)
3. Reallocate within budget (06.30.22)
4. Reallocate within budget (09.30.22)
5. Reallocate from Premium and DW Security (03.31.23)



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
MAINTENANCE BLDG BUDGET
MAY 31, 2025**

Project Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost					
Maximum Allowable Construction Cost (MACC)		\$ -	\$ 653,092	\$ -	\$ 653,092
Security Fencing	7,10	\$ -	\$ 23,890	\$ -	\$ 23,890
Seismic Retro Upgrade		\$ -	\$ -	\$ -	\$ -
1.5% Solar (Total Project Major Building)		\$ -	\$ -	\$ -	\$ -
Construction Contingency	10	\$ -	\$ -	\$ 17,724	\$ 17,724
Construction Sub Total		\$ -	\$ 676,982	\$ 17,724	\$ 694,706
Soft Cost					
Administrative Cost					
Legal Fees		\$ -	\$ -	\$ -	\$ -
Bond Counsel		\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost		\$ -	\$ -	\$ -	\$ -
Builders Risk Insurance		\$ -	\$ -	\$ -	\$ -
Project Management		\$ -	\$ -	\$ -	\$ -
Reimbursable Expenses		\$ -	\$ -	\$ -	\$ -
Communications		\$ -	\$ -	\$ -	\$ -
Sustainability		\$ -	\$ -	\$ -	\$ -
Site Cost					
Site Survey		\$ -	\$ -	\$ -	\$ -
Geo-Tech Report		\$ -	\$ -	\$ -	\$ -
Planning Cost					
Design Fees	6	\$ -	\$ 28,850	\$ 155	\$ 29,005
A & E Reimbursable Expenses		\$ -	\$ -	\$ 5,000	\$ 5,000
Commissioning		\$ -	\$ 22,501	\$ 2,499	\$ 25,000
Printing & Plan Distribution		\$ -	\$ -	\$ -	\$ -
Hazardous Materials Consultant		\$ -	\$ 7,500	\$ -	\$ 7,500
Construction Testing		\$ -	\$ -	\$ -	\$ -
Constructability Review		\$ -	\$ -	\$ -	\$ -
Plan Review & Building Permits	8	\$ -	\$ 34,313	\$ 197	\$ 34,510
Special Inspection and Testing		\$ -	\$ -	\$ -	\$ -
Miscellaneous Fees	6	\$ -	\$ 6,855	\$ 1,445	\$ 8,300
Ed Specs		\$ -	\$ -	\$ -	\$ -
Kitchen		\$ -	\$ -	\$ -	\$ -
Miscellaneous					
Legal Advertisements		\$ -	\$ 407	\$ 1,593	\$ 2,000
Furniture, Fixtures, and Equipment (FF&E)		\$ -	\$ -	\$ -	\$ -
Technology	8,9	\$ -	\$ 23,801	\$ 199	\$ 24,000
Technology (Design)		\$ -	\$ -	\$ -	\$ -
Acoustics		\$ -	\$ -	\$ -	\$ -
Criminal Background Checks		\$ -	\$ -	\$ -	\$ -
System Development Charges		\$ -	\$ -	\$ -	\$ -
Value Engineering		\$ -	\$ -	\$ -	\$ -
Utility Connection Fee		\$ -	\$ -	\$ -	\$ -
Unallocated Owner Contingency	6	\$ -	\$ -	\$ 26,735	\$ 26,735
Inflation		\$ -	\$ -	\$ -	\$ -
Sub Total Soft Cost		\$ -	\$ 124,227	\$ 37,823	\$ 162,050
Total Project Cost		\$ -	\$ 801,209	\$ 55,547	\$ 856,756

1. Reallocated from DW Security and HVAC (04.18.21)
2. Reallocated from Transportation (02.28.22)
3. Reallocated within Budget (02.28.22)
4. Reallocated within Budget (03.31.22)
5. Reallocated within Budget (05.31.22)
6. Reallocated within Budget (06.30.22)
7. Reallocated from Safety and Security (08.31.22)
8. Reallocate from investment income (09.30.22)
9. Reallocate 24k from Security (01.31.23)

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**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
HELMAN ELEMENTARY SCHOOL BUDGET
MAY 31, 2025**

Project Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost					
Maximum Allowable Construction Cost (MACC)	13	\$ 10,576,000	\$ 15,367,756	\$ (232,685)	\$ 15,135,071
Asbestos		\$ 189,259		\$ -	\$ -
Seismic Retro Upgrade				\$ -	
1.5% Solar (Total Project Major Building)				\$ -	\$ -
Construction Contingency	13	\$ 528,825	\$ -	\$ -	\$ -
Construction Sub Total		\$ 11,294,084	\$ 15,367,756	\$ (232,685)	\$ 15,135,071
Soft Cost					
Administrative Cost					
Legal Fees		\$ 15,000	\$ -	\$ -	\$ -
Bond Counsel		\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost		\$ -	\$ -	\$ -	\$ -
Builders Risk Insurance		\$ -	\$ 10,869	\$ 131	\$ 11,000
Project Management		\$ 338,823	\$ -	\$ -	\$ -
Reimbursable Expenses		\$ 22,588	\$ -	\$ -	\$ -
Communications		\$ -	\$ -	\$ -	\$ -
Sustainability		\$ -	\$ -	\$ -	\$ -
Site Cost					
Site Survey		\$ 22,588	\$ 16,151	\$ -	\$ 16,151
Geo-Tech Report		\$ 33,882	\$ 22,170	\$ 30	\$ 22,200
Planning Cost					
Design Fees	13	\$ 1,129,408	\$ 1,213,367	\$ 0	\$ 1,213,367
A & E Reimbursable Expenses		\$ 22,588	\$ 271	\$ 0	\$ 271
Commissioning		\$ 56,470	\$ 42,420	\$ 1,000	\$ 43,420
Printing & Plan Distribution		\$ 2,500	\$ -	\$ -	\$ -
Hazardous Materials Consultant	13	\$ 56,470	\$ 79,820	\$ 13,200	\$ 93,020
Constructability Review		\$ 56,470	\$ 75,000	\$ 470	\$ 75,470
Plan Review & Building Permits		\$ 112,941	\$ 640,326	\$ 8,448	\$ 648,774
Special Inspection and Testing		\$ 79,059	\$ 144,118	\$ 38,102	\$ 182,220
Miscellaneous Fees	13,14	\$ 45,176	\$ 99,456	\$ 1,978	\$ 101,434
Ed Specs		\$ 22,588	\$ -	\$ -	\$ -
Kitchen		\$ -	\$ -	\$ -	\$ -
Miscellaneous					
Legal Advertisements		\$ 2,000	\$ -	\$ -	\$ -
Furniture, Fixtures, and Equipment (FF&E)		\$ 564,704	\$ 586,301	\$ (3,362)	\$ 582,939
Technology		\$ 112,941	\$ -	\$ -	\$ -
Technology (Design)		\$ 56,470	\$ 5,404	\$ 96	\$ 5,500
Acoustics		\$ 16,941	\$ -	\$ -	\$ -
Criminal Background Checks		\$ 2,000	\$ -	\$ -	\$ -
System Development Charges	13,14	\$ 112,941	\$ -	\$ -	\$ -
Value Engineering		\$ 56,470	\$ -	\$ -	\$ -
Utility Connection Fee		\$ -	\$ -	\$ -	\$ -
Unallocated Owner Contingency		\$ 1,129,408	\$ -	\$ -	\$ -
Inflation		\$ 921,871	\$ -	\$ -	\$ -
Sub Total Soft Cost		\$ 4,992,297	\$ 2,935,673	\$ 60,093	\$ 2,995,766
Total Project Cost		\$ 16,286,381	\$ 18,303,429	\$ (172,592)	\$ 18,130,837

- 12. ReAllocated within Budget (09.30.22)
- 13. ReAllocated within Budget (01.31.23)
- 14. Costs were recategorized (04.30.23)



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
WALKER ELEMENTARY SCHOOL BUDGET
MAY 31, 2025**

Project Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost					
Maximum Allowable Construction Cost (MACC)	15	\$ 8,533,000	\$ 26,829,423	\$ 197,268	\$ 27,026,691
Asbestos		\$ 42,535	\$ -	\$ -	\$ -
Seismic Retro Upgrade		\$ 2,250,000	\$ 1,535,626	\$ 77,795	\$ 1,613,421
Science Works		\$ -	\$ 88,667	\$ 333	\$ 89,000
Modular Rental			\$ 1,676,661	\$ (188,236)	\$ 1,488,425
Construction Contingency	15	\$ 426,650	\$ -	\$ (0)	\$ (0)
Construction Sub Total		\$ 11,252,185	\$ 30,130,377	\$ 87,160	\$ 30,217,537
Soft Cost					
Administrative Cost					
Legal Fees		\$ 15,000	\$ -	\$ -	\$ -
Bond Counsel		\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost		\$ -	\$ -	\$ -	\$ -
Builders Risk Insurance	14	\$ -	\$ 69,257	\$ (8,057)	\$ 61,200
Project Management		\$ 270,066	\$ -	\$ -	\$ -
Reimbursable Expenses		\$ 18,004	\$ -	\$ -	\$ -
Communications		\$ -	\$ -	\$ -	\$ -
Sustainability		\$ -	\$ -	\$ -	\$ -
Site Cost					
Site Survey		\$ 90,022	\$ 28,177	\$ 1,637	\$ 29,814
Geo-Tech Report		\$ 18,004	\$ 26,462	\$ (0)	\$ 26,462
Planning Cost					
Design Fees	14	\$ 1,150,218	\$ 1,986,657	\$ (19,165)	\$ 1,967,492
A & E Reimbursable Expenses		\$ 18,004	\$ 415	\$ 17,589	\$ 18,004
Commissioning		\$ 45,011	\$ 92,144	\$ (18,259)	\$ 73,885
Printing & Plan Distribution		\$ 2,000	\$ 945	\$ 55	\$ 1,000
Hazardous Materials Consultant		\$ 90,022	\$ 147,085	\$ 4,537	\$ 151,622
Construction Testing		\$ -	\$ -	\$ -	\$ -
Constructability Review		\$ 45,011	\$ 75,000	\$ -	\$ 75,000
Plan Review & Building Permits		\$ 90,022	\$ 892,242	\$ 4,718	\$ 896,960
Special Inspection and Testing	14	\$ 63,015	\$ 139,809	\$ (26,719)	\$ 113,090
Miscellaneous Fees	16,17	\$ 36,009	\$ 418,679	\$ (132,529)	\$ 286,150
Ed Specs		\$ 18,004	\$ -	\$ -	\$ -
Kitchen		\$ -	\$ -	\$ -	\$ -
Miscellaneous					
Legal Advertisements		\$ 2,000	\$ -	\$ -	\$ -
Furniture, Fixtures, and Equipment (FF&E)	14	\$ 450,109	\$ 868,562	\$ 3,338	\$ 871,900
Technology	14	\$ 90,022	\$ 238,419	\$ 4,202	\$ 242,621
Technology (Design)		\$ 45,011	\$ -	\$ -	\$ -
Acoustics		\$ 13,503	\$ -	\$ -	\$ -
Criminal Background Checks		\$ 1,200	\$ -	\$ -	\$ -
System Development Charges	16	\$ -	\$ -	\$ -	\$ -
Value Engineering		\$ -	\$ -	\$ -	\$ -
Utility Connection Fee		\$ -	\$ -	\$ -	\$ -
Unallocated Owner Contingency		\$ 1,125,273	\$ -	\$ -	\$ -
Inflation		\$ 746,863	\$ -	\$ -	\$ -
Sub Total Soft Cost		\$ 4,442,393	\$ 4,983,854	\$ (168,653)	\$ 4,815,200
Total Project Cost		\$ 15,694,578	\$ 35,114,231	\$ (81,494)	\$ 35,032,737

- 10. Reallocated Bond Issuance Costs back to Program Level (06.30.22)
- 11. Reallocated within Budget (06.30.22)
- 12. Reallocated within Budget (08.31.22)
- 13. Increase budget with Investment Income (08.31.22)
- 14. Increase budget with Investment Income (03.31.23)
- 15. Reallocated within Budget (03.31.23)
- 16. Costs were recategorized (04.30.23)
- 17. Reallocated within Budget (04.30.23)



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
ASHLAND MIDDLE SCHOOL BUDGET
MAY 31, 2025**

Project Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost					
Maximum Allowable Construction Cost (MACC)	18	\$ 20,500,000	\$ 35,813,522	\$ (366,146)	\$ 35,447,376
Asbestos		\$ 384,870	\$ -	\$ -	\$ -
Seismic Retro Upgrade		\$ -	\$ -	\$ -	\$ -
1.5% Solar (Total Project Major Building)		\$ -	\$ -	\$ -	\$ -
Construction Contingency		\$ 1,075,400	\$ -	\$ 0	\$ 0
Construction Sub Total		\$ 21,960,270	\$ 35,813,522	\$ (366,146)	\$ 35,447,376
Soft Cost					
Administrative Cost					
Legal Fees		\$ 20,000	\$ -	\$ -	\$ -
Bond Counsel		\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost		\$ -	\$ -	\$ -	\$ -
Builders Risk Insurance		\$ -	\$ -	\$ -	\$ -
Project Management		\$ 658,808	\$ -	\$ -	\$ -
Reimbursable Expenses		\$ 43,921	\$ -	\$ -	\$ -
Communications		\$ -	\$ -	\$ -	\$ -
Sustainability		\$ -	\$ -	\$ -	\$ -
Site Cost					
Site Survey	17	\$ 43,921	\$ 24,226	\$ 690	\$ 24,916
Geo-Tech Report		\$ 43,921	\$ 37,264	\$ 2,736	\$ 40,000
Planning Cost					
Design Fees		\$ 2,196,027	\$ 2,359,606	\$ 83,084	\$ 2,442,690
A & E Reimbursable Expenses		\$ 43,921	\$ 34,400	\$ 35,600	\$ 70,000
Commissioning		\$ 87,841	\$ 53,220	\$ -	\$ 53,220
Printing & Plan Distribution		\$ 15,372	\$ -	\$ -	\$ -
Hazardous Materials Consultant		\$ 87,841	\$ 149,293	\$ 2,057	\$ 151,350
Construction Testing		\$ -	\$ -	\$ -	\$ -
Constructability Review		\$ 65,881	\$ 88,403	\$ -	\$ 88,403
Plan Review & Building Permits		\$ 219,603	\$ 1,127,525	\$ 186	\$ 1,127,711
Special Inspection and Testing		\$ 153,722	\$ 115,193	\$ 3,749	\$ 118,942
Miscellaneous Fees	17	\$ 87,841	\$ 300,136	\$ (20,886)	\$ 279,250
Ed Specs		\$ 32,940	\$ -	\$ -	\$ -
Kitchen		\$ 32,940	\$ -	\$ -	\$ -
Miscellaneous					
Legal Advertisements		\$ 2,000	\$ -	\$ -	\$ -
Furniture, Fixtures, and Equipment (FF&E)		\$ 1,098,014	\$ 1,154,444	\$ (4,444)	\$ 1,150,000
Technology	16	\$ 109,801	\$ 56,821	\$ 15,964	\$ 72,785
Technology (Design)		\$ 109,801	\$ -	\$ -	\$ -
Acoustics		\$ 32,940	\$ -	\$ -	\$ -
Criminal Background Checks		\$ 2,000	\$ -	\$ -	\$ -
System Development Charges		\$ 219,603	\$ 4,350	\$ (600)	\$ 3,750
Value Engineering		\$ 65,881	\$ -	\$ -	\$ -
Utility Connection Fee		\$ -	\$ -	\$ -	\$ -
Unallocated Owner Contingency		\$ 2,745,034	\$ -	\$ -	\$ -
Inflation		\$ 1,810,791	\$ -	\$ -	\$ -
Sub Total Soft Cost		\$ 10,030,365	\$ 5,504,880	\$ 118,137	\$ 5,623,017
Total Project Cost		\$ 31,990,635	\$ 41,318,402	\$ (248,009)	\$ 41,070,393

- 15. Reallocated within Budget (01.31.23)
- 16. Reallocated \$26k from Security (03.31.23)
- 17. Reallocated within Budget (05.31.23)
- 18. Reallocated from Investment Inc (06.30.23)



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
ASHLAND HIGH SCHOOL BUDGET
MAY 31, 2025**

Project Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost					
Phase II: HVAC		\$ -	\$ 19,876,055	\$ (9,352,391)	\$ 10,523,664
Maximum Allowable Construction Cost (MACC)		\$ 8,544,000	\$ 4,753,224	\$ 9,088,776	\$ 13,842,000
Asbestos		\$ 152,889	\$ -	\$ 152,889	\$ 152,889
Seismic Retro Upgrade	13	\$ -	\$ -	\$ 2,500,000	\$ 2,500,000
1.5% Solar (Total Project Major Building)		\$ -	\$ -	\$ -	\$ -
Construction Contingency	13	\$ 427,200	\$ -	\$ 598,536	\$ 598,536
Construction Sub Total		\$ 9,124,089	\$ 24,629,279	\$ 2,987,810	\$ 27,617,089
Soft Cost					
Administrative Cost					
Legal Fees		\$ 15,000	\$ 2,948	\$ (2,948)	\$ -
Bond Counsel		\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost		\$ -	\$ -	\$ -	\$ -
Builders Risk Insurance		\$ -	\$ -	\$ -	\$ -
Project Management	18	\$ 273,723	\$ 361,454	\$ (321,454)	\$ 40,000
Reimbursable Expenses	17	\$ 18,248	\$ 17,545	\$ (2,145)	\$ 15,400
Communications		\$ -	\$ -	\$ -	\$ -
Sustainability		\$ -	\$ -	\$ -	\$ -
Site Cost					
Site Survey		\$ 27,372	\$ 52,272	\$ (1,700)	\$ 50,572
Geo-Tech Report		\$ 27,372	\$ 38,293	\$ (2,221)	\$ 36,072
Planning Cost					
Design Fees	19	\$ 912,409	\$ 2,709,640	\$ (633,108)	\$ 2,076,532
A & E Reimbursable Expenses		\$ 18,248	\$ 334	\$ 17,914	\$ 18,248
Commissioning		\$ -	\$ -	\$ -	\$ -
Printing & Plan Distribution		\$ 2,000	\$ -	\$ -	\$ -
Hazardous Materials Consultant		\$ 45,620	\$ 152,023	\$ (104,403)	\$ 47,620
Construction Testing		\$ -	\$ -	\$ -	\$ -
Constructability Review		\$ 45,620	\$ 334,600	\$ 0	\$ 334,600
Plan Review & Building Permits		\$ 91,241	\$ 554,141	\$ 88,829	\$ 642,970
Special Inspection and Testing		\$ 45,620	\$ 496,324	\$ (394,704)	\$ 101,620
Miscellaneous Fees	19	\$ 36,496	\$ 142,386	\$ (57,582)	\$ 84,804
Ed Specs		\$ -	\$ -	\$ -	\$ -
Kitchen		\$ -	\$ -	\$ -	\$ -
Miscellaneous					
Legal Advertisements		\$ 2,000	\$ 240	\$ 1,760	\$ 2,000
Furniture, Fixtures, and Equipment (FF&E)		\$ 456,204	\$ 40,877	\$ 59,123	\$ 100,000
Technology		\$ 91,241	\$ 131,075	\$ 219	\$ 131,294
Technology (Design)		\$ 45,620	\$ -	\$ 36,298	\$ 36,298
Acoustics		\$ 13,686	\$ -	\$ -	\$ -
Criminal Background Checks		\$ 1,500	\$ -	\$ -	\$ -
System Development Charges		\$ -	\$ -	\$ -	\$ -
Value Engineering		\$ -	\$ -	\$ -	\$ -
Utility Connection Fee		\$ -	\$ -	\$ -	\$ -
Unallocated Owner Contingency	17,18	\$ 1,140,511	\$ -	\$ 1,262	\$ 1,262
Inflation	19	\$ 746,029	\$ -	\$ -	\$ -
Sub Total Soft Cost		\$ 4,055,760	\$ 5,034,149	\$ (1,314,857)	\$ 3,719,292
Total Project Cost		\$ 13,179,849	\$ 29,663,428	\$ 1,672,953	\$ 31,336,381

- 14. Reallocated within Budget (10.31.22)
- 15. Reallocated within Budget (01.31.23)
- 16. Reallocated within Budget (02.28.23)
- 17. Reallocated within Budget (03.31.23)
- 18. Reallocated within Budget (06.30.23)

\$ 27,733,921
\$ 1,929,507.17



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
WILLOW WIND LEARNING CENTER
MAY 31, 2025**

Project Expense		Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost					
Maximum Allowable Construction Cost (MACC)	4,8	\$ -	\$ 1,732,696	\$ 1,732	\$ 1,734,428
Other Contractor Costs		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Construction Contingency		\$ -	\$ -	\$ -	\$ -
Construction Sub Total		\$ -	\$ 1,732,696	\$ 1,732	\$ 1,734,428
Soft Cost					
Administrative Cost					
Legal Fees		\$ -	\$ -	\$ -	\$ -
Bond Counsel		\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost		\$ -	\$ -	\$ -	\$ -
Builders Risk Insurance		\$ -	\$ -	\$ -	\$ -
Project Management		\$ -	\$ -	\$ -	\$ -
Reimbursable Expenses		\$ -	\$ -	\$ -	\$ -
Communications		\$ -	\$ -	\$ -	\$ -
Sustainability		\$ -	\$ -	\$ -	\$ -
Site Cost					
Site Survey		\$ -	\$ -	\$ -	\$ -
Geo-Tech Report		\$ -	\$ -	\$ -	\$ -
Planning Cost					
Design Fees	5	\$ -	\$ 128,412	\$ (351)	\$ 128,061
A & E Reimbursable Expenses		\$ -	\$ -	\$ -	\$ -
Commissioning		\$ -	\$ 21,500	\$ 284	\$ 21,784
Printing & Plan Distribution		\$ -	\$ -	\$ -	\$ -
Hazardous Materials Consultant		\$ -	\$ 10,894	\$ -	\$ 10,894
Construction Testing		\$ -	\$ -	\$ -	\$ -
Constructability Review		\$ -	\$ -	\$ -	\$ -
Plan Review & Building Permits		\$ -	\$ 37,164	\$ (1,844)	\$ 35,320
Special Inspection and Testing		\$ -	\$ 3,833	\$ 0	\$ 3,833
Miscellaneous Fees	6,7	\$ -	\$ 54,272	\$ 3,994	\$ 58,266
Ed Specs		\$ -	\$ -	\$ -	\$ -
Kitchen		\$ -	\$ -	\$ -	\$ -
Miscellaneous					
Legal Advertisements		\$ -	\$ -	\$ -	\$ -
Furniture, Fixtures, and Equipment (FF&E)		\$ -	\$ 8,535	\$ 465	\$ 9,000
Technology		\$ -	\$ -	\$ -	\$ -
Technology (Design)		\$ -	\$ -	\$ -	\$ -
Acoustics		\$ -	\$ -	\$ -	\$ -
Criminal Background Checks		\$ -	\$ -	\$ -	\$ -
System Development Charges		\$ -	\$ 15,342	\$ -	\$ 15,342
Value Engineering		\$ -	\$ -	\$ -	\$ -
Utility Connection Fee		\$ -	\$ -	\$ -	\$ -
Unallocated Owner Contingency	5	\$ -	\$ -	\$ -	\$ -
Inflation		\$ -	\$ -	\$ -	\$ -
Sub Total Soft Cost		\$ -	\$ 279,952	\$ 2,548	\$ 282,500
Total Project Cost		\$ -	\$ 2,012,648	\$ 4,280	\$ 2,016,928

- 2. ReAllocated costs within budget (08.01.21)
- 2. ReAllocated costs within budget (08.01.21)
- 3. \$79,500 moved to WES (12.31.21)
- 4. ReAllocated costs within budget (03.31.22)
- 5. ReAllocated costs within budget (08.31.22)
- 6. ReAllocated costs from Investment Inc (09.30.22)
- 7. ReAllocated costs from Investment Inc (05.31.23)



**ASHLAND SCHOOL DISTRICT
CAPITAL CONSTRUCTION
DISTRICT WIDE SOLAR PROJECT
MAY 31, 2025**

Project Expense	Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost				
1.5% Solar (Walker Elementary)	\$ -	\$ 280,779	\$ 1,619	\$ 282,398
1.5% Solar (Helman Elementary)	\$ -	\$ 250,000	\$ -	\$ 250,000
1.5% Solar (Ashland Middle School)	2,3,4 \$ -	\$ 401,106	\$ 17,294	\$ 418,400
1.5% Solar (Ashland High School)	\$ -	\$ -	\$ 200,000	\$ 200,000
1.5% Solar (Willow Wind Learning Center)	\$ -	\$ -	\$ -	\$ -
Construction Contingency	1,5 \$ -	\$ -	\$ 500,000	\$ 500,000
Construction Sub Total	\$ -	\$ 931,886	\$ 718,912	\$ 1,650,798
Soft Cost				
Administrative Cost				
Legal Fees	\$ -	\$ -	\$ -	\$ -
Bond Counsel	\$ -	\$ -	\$ -	\$ -
Bond Issuance Cost	\$ -	\$ -	\$ -	\$ -
Builders Risk Insurance	\$ -	\$ -	\$ -	\$ -
Project Management	\$ -	\$ -	\$ -	\$ -
Reimbursable Expenses	\$ -	\$ -	\$ -	\$ -
Communications	\$ -	\$ -	\$ -	\$ -
Sustainability	\$ -	\$ -	\$ -	\$ -
Site Cost				
Site Survey	3 \$ -	\$ 13,100	\$ (9,100)	\$ 4,000
Geo-Tech Report	\$ -	\$ -	\$ -	\$ -
Planning Cost				
Design Fees	2,3,4 \$ -	\$ 80,100	\$ (10,500)	\$ 69,600
A & E Reimbursable Expenses	\$ -	\$ -	\$ -	\$ -
Commissioning	\$ -	\$ -	\$ -	\$ -
Printing & Plan Distribution	\$ -	\$ -	\$ -	\$ -
Hazardous Materials Consultant	\$ -	\$ -	\$ -	\$ -
Construction Testing	\$ -	\$ -	\$ -	\$ -
Constructability Review	\$ -	\$ -	\$ -	\$ -
Plan Review & Building Permits	3,4,5 \$ -	\$ 43,827	\$ 14,173	\$ 58,000
Special Inspection and Testing	\$ -	\$ -	\$ -	\$ -
Miscellaneous Fees	\$ -	\$ 1,989	\$ (1,989)	\$ -
Ed Specs	\$ -	\$ -	\$ -	\$ -
Kitchen	\$ -	\$ -	\$ -	\$ -
Miscellaneous				
Legal Advertisements	\$ -	\$ -	\$ -	\$ -
Furniture, Fixtures, and Equipment (FF&E)	\$ -	\$ -	\$ -	\$ -
Technology	\$ -	\$ -	\$ -	\$ -
Technology (Design)	\$ -	\$ -	\$ -	\$ -
Acoustics	\$ -	\$ -	\$ -	\$ -
Criminal Background Checks	\$ -	\$ -	\$ -	\$ -
System Development Charges	\$ -	\$ -	\$ -	\$ -
Value Engineering	\$ -	\$ -	\$ -	\$ -
Utility Connection Fee	\$ -	\$ -	\$ -	\$ -
Unallocated Owner Contingency	\$ -	\$ -	\$ -	\$ -
Inflation	\$ -	\$ -	\$ -	\$ -
Sub Total Soft Cost	\$ -	\$ 139,016	\$ (7,416)	\$ 131,600
Total Project Cost	\$ -	\$ 1,070,902	\$ 711,496	\$ 1,782,398

- 1. ReAllocated from Investment Inc (09.30.22) \$1,897,106
- 2. ReAllocated within Budget (09.30.22) \$ (114,708.00)
- 3. ReAllocated within Budget (04.30.23)
- 4. ReAllocated within Budget (06.30.23)

MONTHLY SCHOOL BOARD FINANCIAL REPORT

Ashland School District No. 5
Financial Data through the Month Ending May 31, 2025



June 12, 2025
Board Meeting

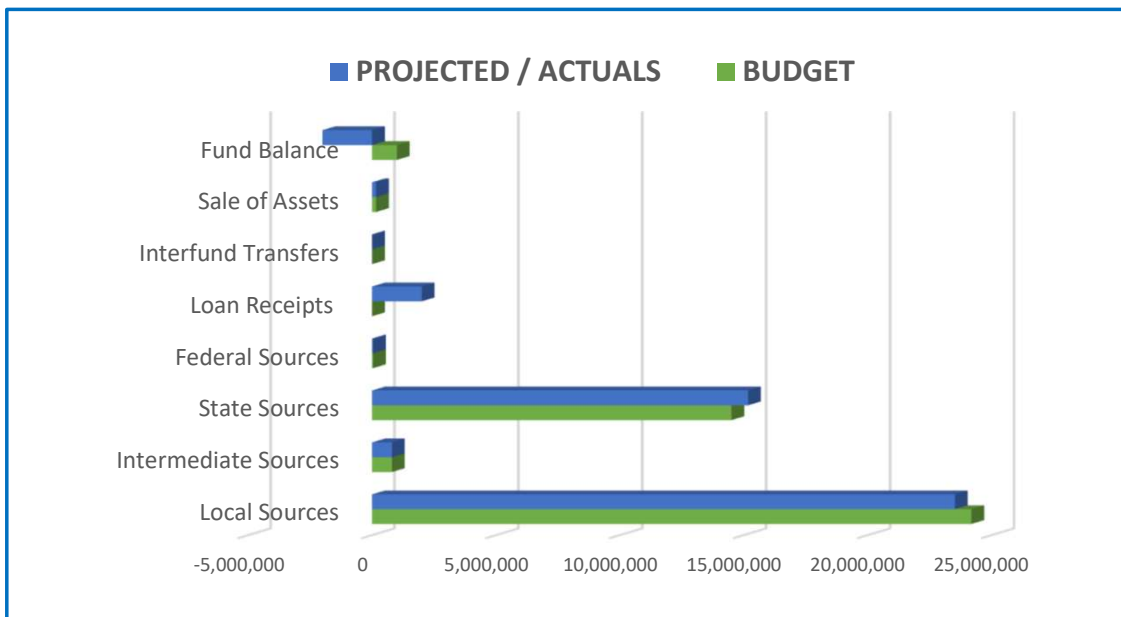
Presented By: Sherry Ely, Director of Business Services

2024.2025 GENERAL FUND (100)

REVENUE

Financial Data Ending May 31, 2025

REVENUE SOURCES BY FUNCTION		BUDGET	PROJECTED / ACTUALS	(Over)/Under Budget
Local Sources	1000	24,185,000.00	23,521,412.23	663,587.77
Intermediate Sources	2000	800,000.00	800,000.00	0.00
State Sources	3000	14,508,000.00	15,180,737.08	(672,737.08)
Federal Sources	4000	40,000.00	40,000.00	0.00
Loan Receipts	5150	0.00	2,004,189.00	(2,004,189.00)
Interfund Transfers	5200	0.00	0.00	0.00
Sale of Assets	5300	160,000.00	160,000.00	0.00
Fund Balance	5400	1,000,000.00	(2,004,189.00)	3,004,189.00
		40,693,000.00	39,702,149.31	990,850.69



NOTES

REVENUE: Revenues are trending very similar to what we have been seeing since February. Local revenue is still trending lower than budgeted; State revenue is trending higher. This report does include the loan amount that will be used to clear the negative GF fund balance. In addition, with the savings we are seeing on the expenditure side - our projected ending fund balance is now at a positive \$1,287,610. In looking at payroll encumbrances, I do believe my projections are conservative so I think we will see an even greater savings when I do the final June report at the July meeting.

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

Intermediate Sources Include: Flowthrough from ESD.

Federal Sources include: Federal Forest Fees

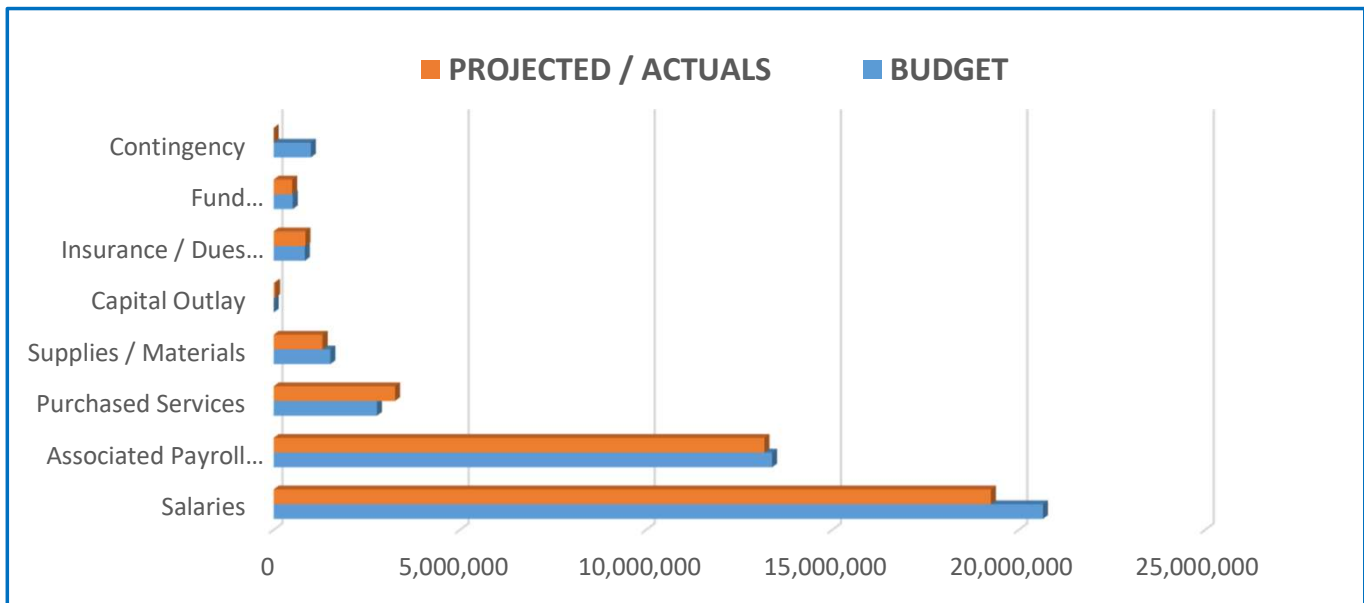
Sale of Assets include: Payment for the Sale of Briscoe

2024.2025 GENERAL FUND (100)

EXPENSES

Financial Data Ending May 31, 2025

EXPENSES BY OBJECT	BUDGET	PROJECTED / ACTUALS	(Over)/Under Budget	
Salaries	100	20,653,696.00	19,260,538.40	1,393,157.60
Associated Payroll Costs	200	13,388,754.00	13,181,383.44	207,370.56
Purchased Services	300	2,774,708.00	3,259,276.62	(484,568.62)
Supplies / Materials	400	1,522,417.00	1,315,731.12	206,685.88
Capital Outlay	500	0.00	41,166.32	(41,166.32)
Insurance / Dues / Fees/Loan Pmnt	600	838,425.00	856,441.31	(18,016.31)
Fund Transfers/Flow Thru	700	515,000.00	500,000.00	15,000.00
Contingency	800	1,000,000.00	0.00	1,000,000.00
		40,693,000.00	38,414,537.21	2,278,462.79



NOTES

EXPENSE: Again, continuing the positive trend - projected expenditures are lower than budgeted by \$2.278 million. I have continued my review of encumbrances and have adjusted where I felt confident to do so. I have adjusted encumbrances to be more in line with those reduction measures that Dr. Hatrick and the Lead Team had implemented back in December - being conservative on the payroll projections until I actually see what a June payroll looks like for Ashland.

	2024-25	Actual YTD EXP	Projected through	Total Estimated		%		2023.2024 YTD	(Over)/Under
	Budget	05.31.2025	06.30.2025	2024-25	(Over)/ Under Budget	Committed	2023.2024 Budget	Expense	Budget
Instruction									
1111 Elementary, K-5 or K-6	6,538,880	4,893,319	1,688,664	6,581,983	(43,103)	100.66%	6,788,573	7,515,609	(727,036)
1113 Elementary Extracurricular	5,487	7,461	752	8,214			4,504	8,199	(3,695)
1121 Middle/Junior High Programs	4,073,028	2,967,108	1,135,785	4,102,893	(29,865)	100.73%	3,889,808	4,221,220	(331,412)
1122 Middle/Junior High School Extracurricular	250,513	217,111	19,505	236,616	13,897	94.45%	196,801	233,407	(36,606)
1131 High School Programs	5,378,092	3,777,066	1,449,248	5,226,314	151,778	97.18%	5,166,672	5,431,969	(265,297)
1132 High School Extracurricular	1,001,076	688,552	49,978	738,530	262,545	73.77%	831,536	810,409	21,127
1210 Programs for the Talented and Gifted	11,872	4,808	4,126	8,934	2,938	75.25%	10,140	7,111	3,029
1220 Restrictive Pgms for Students w/Disabilities	77,941	58,004	7,722	65,725	12,216	84.33%	84,183	66,928	17,255
1227 Extended School Year	5,000	2,961	-	2,961			5,000	4,314	686
1250 Programs for Students w/Severe Disabilities	4,250,890	2,966,179	636,926	3,603,106	647,784	84.76%	3,326,905	3,777,768	(450,863)
1280 Alternative Education	1,695,037	1,244,106	364,366	1,608,471	86,566	94.89%	1,675,890	1,935,584	(259,694)
1291 English Second Language Programs	144,493	99,949	23,593	123,542	20,951	1	179,627	226,686	(47,059)
Total Instruction	\$ 23,432,308	\$ 16,926,624	\$ 5,380,665	\$ 22,307,290	\$ 1,125,706		\$ 22,159,638	\$ 24,239,204	(2,079,565)
	23,432,308	16,926,624	5,380,665	22,307,290					
Support Services									
2110 Attendance and Social Work Services	60,641	54,655	5,374	60,028	613	98.99%	57,626	48,822	8,804
2115 Student Safety	-	-	-	-	-		13,560	-	13,560
2120 Guidance Services	815,859	598,156	145,123	743,280	72,580	91.10%	745,033	810,331	(65,298)
2130 Health Services	307,844	126,902	126,661	253,564	54,280	82.37%	307,864	310,533	(2,669)
2140 Psychological Services	251,482	154	-	154	251,328	0.06%	5,000	187,379	(182,379)
2150 Speech Pathology and Audiology Services	443,150	487,497	87,127	574,624	(131,474)	129.67%	333,153	285,925	47,228
2190 Service Directions, Student Support Svcs	421,685	440,116	49,129	489,244	(67,559)	116.02%	549,153	514,588	34,565
2210 Improvement of Instruction Services	109,473	157,257	8,407	165,664	(56,191)	151.33%	215,977	112,494	103,483
2220 Library/Media Center	295,933	237,194	26,610	263,804	32,129	89.14%	458,611	425,067	33,544
2230 Assessment and Testing	8,150	84,977	117,470	202,447	(194,297)	2484.01%	8,150	91,157	(83,007)
2240 Staff Development	59,565	18,010	-	18,010	41,555	30.24%	78,760	125,162	(46,402)
2310 Board of Education	200,218	255,851	1,125	256,976	(56,758)	128.35%	174,600	334,356	(159,756)
2320 Office of the Superintendent Services	460,536	407,766	32,416	440,182	20,353	95.58%	438,827	497,973	(59,146)
2410 Office of the Principal Services	3,249,747	2,756,340	340,230	3,096,571	153,176	95.29%	3,091,612	3,232,871	(141,259)
2490 Other Support Services—School Administration	900	96,350	32,918	129,268	(128,368)		189,198	187,235	1,964
2520 Fiscal Services	698,012	642,150	45,508	687,657	10,354	98.52%	649,782	768,041	(118,259)
2540 Maintenance	4,285,988	3,833,877	274,906	4,108,784	177,205		3,874,114	4,355,947	(481,833)
2543 Care and Upkeep of Grounds Services	39,000	31,233	975	32,208	6,792	82.59%	39,000	34,731	4,269
2550 Student Transportation Services	1,212,286	1,330,800	47,834	1,378,635	(166,349)	113.72%	1,173,752	1,589,411	(415,659)
2640 Staff Services	406,258	287,626	29,205	316,831	89,427	77.99%	400,788	519,107	(118,318)
2660 Technology Services	2,130,580	1,952,464	112,151	2,064,614	65,965	96.90%	2,140,983	2,121,636	19,347
2700 Supplemental Retirement	283,386	301,070	23,633	324,703	(41,317)		302,316	262,078	40,238
Total Support Services	\$ 15,740,692	\$ 14,100,447	\$ 1,506,800	\$ 15,607,247	\$ 133,445		\$ 15,247,862	\$ 16,814,843	(1,566,982)
	15,740,692	14,100,447	1,506,800	15,607,247	133,445		15,607,247		
Community Services									
3300 Welfare Activities Services	5,000	-	-	-	-		5,000	-	5,000
Total Community Services	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
Other Requirements									
5200 Transfers of Funds	500,000	-	500,000	500,000	-	100.00%	350,000	6,484	343,516
5300 6000 Contingency	15,000	-	-	-	15,000		15,000	-	15,000
7000 Unappropriated Ending Fund Balance	1,000,000	-	-	-	1,000,000	100.00%	500,000	-	500,000
	-	-	-	-	-	100.00%	1,500,000	-	1,500,000
Total Other Requirements	\$ 1,515,000	\$ -	\$ 500,000	\$ 500,000	\$ 1,015,000		\$ 2,365,000	\$ 6,484	2,358,516
Total Requirements	\$ 40,693,000	\$ 31,027,071	\$ 7,387,466	\$ 38,414,537	\$ 2,278,462		\$ 39,777,500	\$ 41,060,531	\$ (1,283,031)

Ashland School District_Appropriations

General Fund (100)	Appropriations	YTD	Encumbrances	Totals	Resolutions	(Over)/Under Budget
1000 Instruction	\$ 23,532,308	\$ 16,926,624	\$ 5,380,665	\$ 22,307,290		\$ 1,225,018
2000 Support Services	\$ 15,640,692	\$ 14,100,447	\$ 1,506,800	\$ 15,607,247		\$ 33,445
3000 Community Services	\$ 5,000	\$ -	\$ -	\$ -		\$ 5,000
5200 Transfers	\$ 515,000	\$ -	\$ 500,000	\$ 500,000		\$ 15,000
6000 Contingency	\$ 1,000,000	\$ -	\$ -	\$ -		\$ 1,000,000
Sub Total	\$ 40,693,000	\$ 31,027,071	\$ 7,387,466	\$ 38,414,537		\$ 2,278,463
Special Revenue Funds						
1000 Instruction	\$ 4,752,000	\$ 2,504,032	\$ 610,451	\$ 3,114,483		\$ 1,637,517
2000 Support Services	\$ 2,648,000	\$ 1,467,541	\$ 740,901	\$ 2,208,442		\$ 439,558
3000 Community Services	\$ 1,291,590	\$ 1,135,028	\$ 82,477	\$ 1,217,505		\$ 74,085
4000 Facility Acquisition	\$ 40,000	\$ -	\$ -	\$ -		\$ 40,000
5200 Transfers	\$ 25,000	\$ 5,500	\$ -	\$ 5,500		\$ 19,500
5300 Approtionment of funds		\$ 1,500	\$ -	\$ 1,500		\$ (1,500)
Sub Total	\$ 8,756,590	\$ 5,106,601	\$ 1,433,829	\$ 6,540,430		\$ 2,209,160
Bond Debt Service (3011)						
5100 Debt Service	\$ 8,164,400	\$ 2,337,200	\$ 5,727,196	\$ 8,064,396		\$ 100,004
Sub Total	\$ 8,164,400	\$ 2,337,200	\$ 5,727,196	\$ 8,064,396		\$ 100,004
Facilities (400)						
2000 Support Services	\$ 1,110,000	\$ 328,299	\$ 25,397	\$ 353,696		\$ 756,304
4000 Facilities Acquisition	\$ 24,150,000	\$ 13,991,714	\$ 3,000,000	\$ 16,991,714		\$ 7,158,286
5200 Transfers	\$ -	\$ -	\$ -	\$ -		\$ -
Sub Total	\$ 25,260,000	\$ 14,320,012	\$ 3,025,397	\$ 17,345,410		\$ 7,914,590
Internal Service Funds (600)						
2000 Support Services	\$ 8,660,000	\$ 7,179,061	\$ 358,035	\$ 7,537,096		\$ 1,122,904
5200 Transfers	\$ -	\$ -	\$ -	\$ -		\$ -
Sub Total	\$ 8,660,000	\$ -	\$ -	\$ 7,537,096		\$ 1,122,904
Trust & Agency Funds (700)						
1000 Instruction	\$ -			\$ -		\$ -
2000 Support Services	\$ -	\$ -	\$ -	\$ -		\$ -
3000 Community Services	\$ 200,000	\$ 158,016	\$ -	\$ 158,016		\$ 41,984
6000 Contingency	\$ -		\$ -	\$ -		\$ -
Sub Total	\$ 200,000	\$ 158,016	\$ -	\$ 158,016		\$ 41,984
111						
Total Appropriations	\$ 91,733,990	\$ -	\$ -	\$ 78,059,885	\$ -	\$ 13,667,105
Total Unappropriated	\$ 4,715,000	\$ -	\$ -	\$ -		\$ 4,715,000
TOTAL	\$ 96,448,990		\$ 11,846,692	\$ 78,059,885		\$ 18,382,105

District-Wide School Climate Survey Results Summary Spring 2025

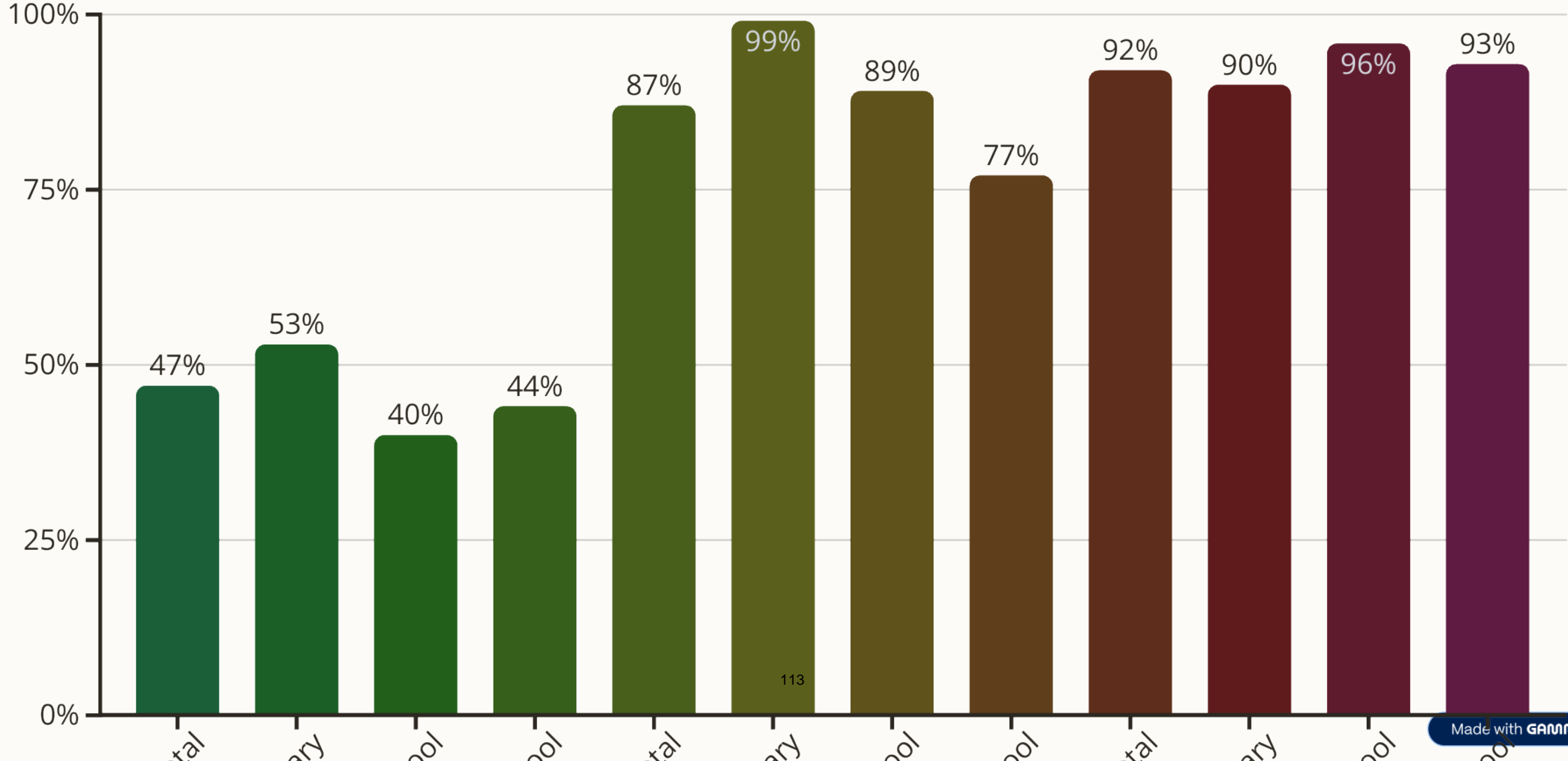
Annual comparison of student, family, and staff perceptions across elementary, middle, and high school levels.

by **Michelle Cuddeback**



Respondents

• 2963 respondents across all schools and constituent groups



Engagement Metrics

High School

Students: 39% (-4)

Families: 29% (+20)

Staff: 61% (+1)

Middle School

Students: 44% (+5)

Families: 22% (-3)

Staff: 84% (-1)

Elementary

Students: 91% (+2)

Families: 65% (-3)

Staff: 84% (-5)

Relationship Quality

1 Elementary

Students: 74% (-5)

Families: 89% (-1)

Staff: 87% (-2)

2 Middle School

Students: 47% (-1)

Families: 66% (no change)

Staff: 91% (+6)

3 High School

Students: 31% (-2)

Families: 66% (-8)

Staff: 65% (-8)



School Culture

Elementary
Students: 23%
Families: 82% (+1)
Staff: 66%



Middle School

Students: 31% (+2)
Families: 52% (+3)
Staff: 72% (+8)

High School

Students: 22%
Families: 43% (+4)
Staff: 29%

Academic Experience

19

Academic Challenge

HS: 33% (-1), MS: 50% (-2), ES: 36% (-5)



Belonging

HS: 46% (+6), MS: 50% (-2), ES: 39% (+2)



Instructional Methods

ES: 60% (-3), MS/HS: No data



College & Career Readiness

HS: 19% (-3), MS/ES: No data





School Safety Perceptions

50%

High School Families

+4% change from previous year

51%

Middle School Families

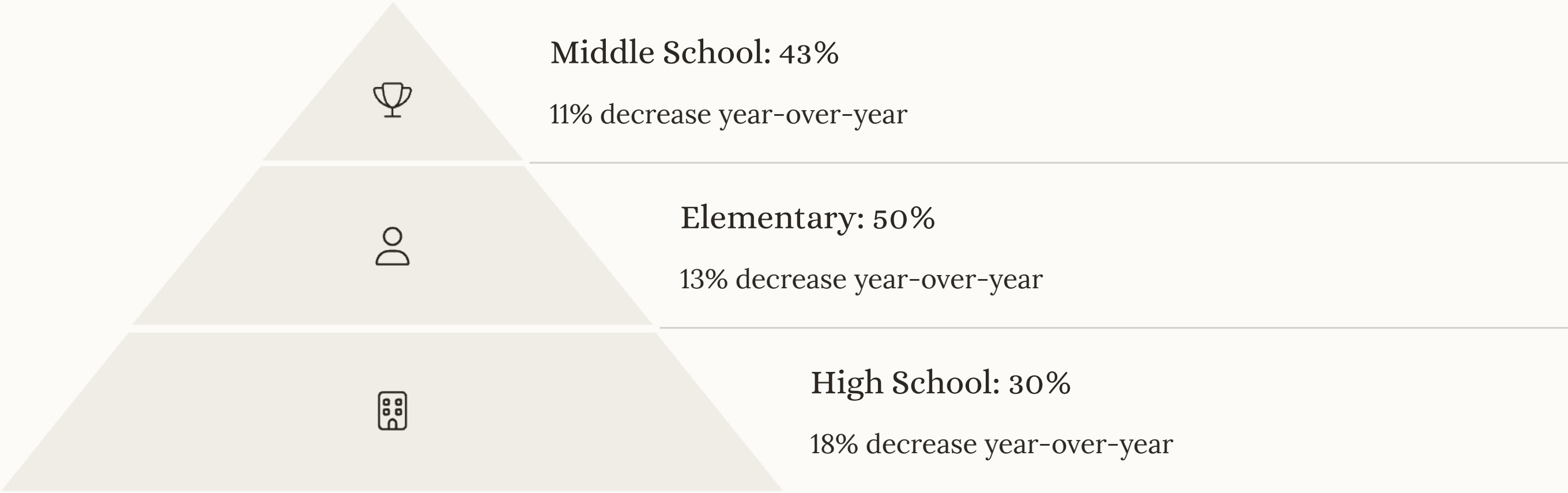
+11% change from previous year

68%

Elementary Families

+3% change from previous year

Staff Professional Support





Key Insights & Action Areas



High School Family Engagement

Significant 20% increase



Professional Development

Concerning declines across all levels



Middle School Safety

Impressive 11% family perception increase



Elementary Engagement

Highest across all levels at 91%

EXCLUSIVE NEGOTIATING AGREEMENT

This Exclusive Negotiating Agreement (this “**Agreement**”) is entered into as of June __, 2025 (the “**Effective Date**”), by the Ashland School District (the “**School District**”), and Edlen & Co. Development, LLC, an Oregon limited liability company (the “**Developer**”). The School District and Developer may sometimes be referred to individually as “**Party**” and collectively as “**Parties**.”

RECITALS

A. The School District is the owner of certain real property in Jackson County, Oregon, in the City of Ashland, more particularly described in the attached Exhibit A, consisting of approximately 4.18 acres of unimproved land located along East Main Street between South Mountain Avenue and Lincoln Street, Jackson County, Tax Parcel number 39-1E-10-1000, referred to herein as the “**Site**” or “**Property**.”

B. In or around July 2024, the School District approved a Master Services Agreement with Sunstone Housing Collaborative, a not-for-profit organization (“**Sunstone**”), pursuant to which Sunstone would provide certain services to the School District, including facilitating a Request for Proposal process to discern the viability of building attainable housing on the Property.

C. On November 6, 2024, Sunstone issued the Ashland Attainable Housing Project Request for Proposals (the “**RFP**”), seeking development partners who are mission driven and equally committed to the vision for the Project expressed in the RFP, and inviting innovative and financially feasible proposals to employ strategies highlighted in the RFP.

D. On December 3, 2024, the Developer responded to the RFP with a Development Team Proposal, a copy of which is attached hereto as Exhibit B (the “**Development Proposal**”). On December 10, 2024, the Developer and team outlined within the Development Proposal attended an interview session led by Sunstone.

E. Following careful consideration, on December 19, 2024, in a special session of the Ashland School District, Sunstone presented its analysis and review of the finalists in consideration for the role of developer in the redevelopment of the Site. That session included the School District as well as members of the general public, both in attendance and online, as well as opportunities for public comment to be submitted in advance of the session. After considerable debate, the School District approved the Development Proposal and approved the recommendation of Sunstone to move forward with the Developer and proceed with negotiations and due diligence for the development of the Site into a new housing community, as generally described in the Development Proposal (the “**Project**”).

F. Developer is a private real estate development and investment firm based in Portland, Oregon. Pursuant to the Development Proposal, Developer proposes to build an approximately 94-unit mixed-use project with one hundred percent of the Project’s residential units being reserved for families with incomes at or below 120% of the area median income (“**AMI**”) and at least fifty-one percent of the Project’s residential units being reserved for families with incomes at or below 80% of AMI (collectively, the “**Affordability Requirements**”).

G. The Project proposed by Developer contains ground floor commercial space (intended to serve infant/toddler and pre-K learning), various community outdoor facilities, including a

playground, and a community gathering space, consistent with the goals outlined in the RFP.

H. The Parties are entering into this Agreement for the purpose of establishing procedures and standards by which the School District and the Developer will negotiate a Disposition and Development Agreement (the “**DDA**”) to govern the disposition (whether pursuant to ground lease or conveyance of fee title) and development of the Site and execution of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

ARTICLE 1. EXCLUSIVE NEGOTIATION RIGHT

Section 1.1 Good Faith Negotiations.

(a) The School District and the Developer agree, for the Negotiating Period (as defined in Section 1.2), that they will work cooperatively and in good faith to make a preliminary feasibility determination and, if the Project is mutually determined by the Parties to be feasible and generally in conformance with the RFP, this Agreement, and the Development Proposal, to negotiate diligently and in good faith the terms of a DDA regarding the Developer’s (i) acquisition of the Site, (ii) construction of the Project on the Site, and (iii) operation and management of the Project, all generally in accordance with the Development Proposal. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory DDA.

(b) The Parties acknowledge and agree that, without limitation, the following issues will be addressed in the negotiations and memorialized in the DDA: (1) the physical and land title conditions of the Site and remediation of any adverse conditions identified by the Developer or the School District, including, but not limited to, Developer’s environmental review; (2) the land uses to be included in the Project, or portions thereof; (3) the entitlements necessary to construct and operate the Project; (4) the Project development schedule; (5) proposed financing sources for acquisition, construction, and operation of the Project; (6) the terms of the Property’s disposition from the School District to the Developer; (7) the Project’s public benefits; and (8) other matters that may be identified by either Party.

(c) The School District and Developer agree that the negotiations under this Agreement to create the DDA may be developed through a term sheet and will be based on the Development Proposal. Preliminary commitments in the Development Proposal have been incorporated into this Agreement, and the Parties expect the negotiations of the DDA may incorporate additional commitments from the Development Proposal.

Section 1.2 Negotiating Period.

(a) For a period of six (6) months commencing with the Effective Date, the Parties will enter into an exclusive negotiating period for the purpose of entering into a binding DDA (the “**Negotiating Period**”). During the Negotiating Period, the School District shall not negotiate with any person or entity other than the Developer regarding the acquisition or development of the Site or solicit, entertain, pursue, or accept bids, proposals, offers, or other expression of interest relating to the acquisition or development of the Site. Notwithstanding anything to the contrary herein, nothing in this Agreement shall preclude the School District from allowing any temporary uses of the Site that the School District deems appropriate, in its sole discretion, provided that, in no event will the School District allow any temporary or other use of the Site that may result in the contamination of or damage to the Property, interfere with the due diligence performed by or at the direction of Developer, or otherwise encumber the Property in a manner that would materially or adversely affect the Developer’s intended development of the Project (in the Developer’s reasonable discretion), and Developer shall have no liability or responsibility for any contamination, damage, or other impact to the Property resulting from a temporary or other use of the Property.

(b) Developer shall have one option to extend the Negotiating Period for a period of three (3) months. The Developer shall deliver prior written notice of its intent to exercise the extension option at least ten (10) days prior to the expiration of the Negotiating Period (“**Extension Notice**”). Concurrently with the delivery of the Extension Notice, the Developer shall deliver to Escrow (as defined below) an extension deposit of Five Thousand Dollars (\$5,000) in the form of a promissory note (an “**Extension Deposit**”). The Extension Deposit shall be non-refundable upon delivery into Escrow, except as otherwise explicitly set forth herein. Upon the execution of the DDA, the Good Faith Deposit and Extension Deposits, if any, shall be credited against any ground lease payments, purchase price, or other amounts due by the Developer to the School District or otherwise payable by Developer under the terms of the DDA. For the purpose of this Agreement, the Negotiating Period shall include the initial six-month period and the extension period if Developer exercises the extension option.

Section 1.3 Opening Escrow and Consideration.

(a) The Developer shall open escrow (the “**Escrow**”) with the Ashland, Oregon, office of First American Title (“**Escrow Officer**”).

(b) In consideration for this Agreement and the Developer’s exclusive right to negotiate under this Agreement, within five (5) business days of the Effective Date, Developer will deposit Twenty Thousand Dollars (\$20,000) (“**Good Faith Deposit**”) in the form of a promissory note with the Escrow Officer and will inform the School District after doing so. Failure by the Developer to provide the promissory note outlined as the Good Faith Deposit within five (5) business days of the due date shall result in the termination of this Agreement and, upon such termination, Developer shall not owe the Good Faith Deposit and the parties shall have no further rights or obligations under this Agreement except those that expressly survive the termination hereof. The Good Faith Deposit is provided in consideration for this Agreement and is refundable except to the extent set forth herein. For the avoidance of doubt, the Good Faith Deposit and the Extension Deposit, if any, shall be refunded to Developer if the Parties do not execute a DDA, unless the reason for failing to enter into a DDA is due to a material default under this Agreement by Developer that is not cured within the applicable cure period.

Section 1.4 Failure to Sign DDA. If a DDA has not been executed prior to the expiration of the Negotiating Period, then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement except for the obligations under Section 3.7(b) and any other provision of this Agreement that is specified to survive termination. Except as otherwise provided in this Agreement, upon termination of this Agreement at the expiration of the Negotiation Period, the Good Faith Deposit and the Extension Deposit, if any, will be refunded to the Developer. The Good Faith Deposit and the Extension Deposit, if any, shall be non-refundable if the termination of this Agreement is due to the Developer's material default under this Agreement, provided that Developer shall not be in default under this Agreement until the School District has first provided notice and opportunity to cure as provided in this Agreement and Developer has failed to cure such default within the applicable cure period.

Section 1.5 Effect of Signing DDA. Upon execution of the DDA, the Parties will cooperate with the Escrow Officer to apply the Good Faith Deposit and any other amounts in accordance with the DDA. The Parties anticipate the Good Faith Deposit will serve as a deposit for the transaction contemplated under the DDA.

Section 1.6 Identification of Representatives.

(a) The School District's authorized representative is Dr. Joseph Hattrick. The School District shall notify the Developer in writing of any changes to the authorized School District representative.

(b) The Developer's authorized representative to negotiate the DDA with the School District is Matt Edlen. The Developer shall notify the School District in writing of any changes to the authorized Developer representative. The Developer shall make full disclosure to the School District of all information reasonably requested by the School District and pertinent to the ownership, control, and financial capacity of the development entity that is proposed to serve as developer under the DDA, including, but not limited to, the members of the Developer's development team.

ARTICLE 2.
NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the DDA, the Parties shall use good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period.

Section 2.2 Financing and Costs of Project. Within the Negotiating Period, the Developer shall provide the School District with a preliminary detailed financial analysis for the Project containing, among other matters, a preliminary development budget and operating proforma (the "**Financing Proposal**"). The Financing Proposal shall identify the proposed sources of funding for each phase, or component of the Project, including, but not limited to, all proposed sources of debt and equity to be utilized for the Project. The financial analysis shall be refined by the Parties during the Negotiating Period, as appropriate, and will be used to evaluate the financial feasibility of the Project given the RFP terms, including those regarding payments to the District for costs of land and unit affordability restrictions, as more particularly set forth in the RFP and Development Proposal.

Section 2.3 Master Plan. The School District acknowledges and agrees that, as of the Effective

Date, the Developer has submitted a conceptual site plan of the Project as part of the Development Proposal, including a schematic design of the various components of the Project (the “**Schematic Plan**”). The Developer shall prepare a preliminary analysis of land use entitlements required for the entire Project for the School District’s review and approval (the “**Master Plan**”). The Schematic Plan and Master Plan, as reasonably approved by the School District, will be included in the DDA.

Section 2.4 Planning Approvals. The Developer acknowledges that the Project requires discretionary approvals and entitlements from the City of Ashland and, potentially, other governmental entities or agencies (the “**Planning Approvals**”). The Developer shall be responsible for entitling and permitting the project and the payment of all application fees associated with the Planning Approvals. The Parties acknowledge that all Planning Approvals may not be obtained prior to entering into the DDA and will work in good faith to complete such Planning Approvals. The School District shall cooperate with Developer in obtaining the Planning Approvals, including execution of documents as Property owner.

Section 2.5 Schedule of Performance. During the Negotiating Period, the Developer shall provide the School District a proposed detailed schedule of performance for the Project (the “**Schedule of Performance**”) which shall include, but not be limited to, the dates for obtaining land use entitlements and financing commitments for the Project, the date for the submittal of construction plans to the City of Ashland, the date for close of Escrow on the Site (whether fee title or ground lease), and the dates for the commencement and completion of construction of the Project. The Schedule of Performance shall be included as an exhibit in the DDA.

Section 2.6 Due Diligence. During the Negotiating Period, the Developer shall conduct due diligence activities it deems necessary to provide Developer with sufficient information to determine the feasibility of the Project on the Site, including, but not limited to, planning requirements, soils reports, noise study, hazardous materials report, financial feasibility study, infrastructure, and title adequacy, as more particularly described in this section (collectively the “**Due Diligence**”). Except as otherwise provided in this Agreement, Developer shall be responsible for all costs incurred by Developer in connection with its Due Diligence.

(a) Physical Adequacy Determination. The Developer shall determine whether the Site is suitable for the Project, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed development improvements, infrastructure, the planning requirements imposed on projects of this type, and the other environmental and regulatory factors that the Developer deems relevant. If, in the Developer’s judgment, any portion is not suitable for development, the Developer shall notify the School District in writing prior to the expiration of the Negotiating Period of its determination (an “**Unsuitability Notice**”). Upon delivery of an Unsuitability Notice by the Developer, this Agreement shall be terminated without further action of any Party, the Good Faith Deposit and Extension Deposits, if any, shall be returned to the Developer, and thereafter no Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except as otherwise expressly set forth herein or in the Property Access Agreement (hereinafter defined). If the Developer does not deliver an Unsuitability Notice during the Negotiating Period, then the Site shall be deemed physically suitable for development of the Project and any executed DDA shall not provide for an additional opportunity for the Developer to determine the physical suitability of the Site or for the Developer to terminate the DDA as a result of purported physical unsuitability, provided, however, that nothing herein shall be deemed to preclude the right of the Developer to terminate the DDA for failure of a condition to close

on the acquisition of the Site including, without limitation, in the event any new matter is disclosed by a re-examination of the Property from and after the expiration of the Negotiating Period that could not otherwise have reasonably been identified during Due Diligence, all as more particularly set forth in the DDA. Any DDA shall provide that the Site is to be conveyed to the Developer in its “as-is” condition as of the date Developer is deemed to have waived its rights to send an Unsuitability Notice under this Agreement.

(b) Right of Entry. The School District shall afford authorized representatives of the Developer access to the Site for the physical adequacy determination as provided in that certain Property Access Agreement by and between the Parties, substantially in the form attached hereto as Exhibit C, incorporated herein by this reference (the “**Property Access Agreement**”). The Property Access Agreement includes customary indemnification obligations on the part of the Developer with respect to the Developer’s (or its consultants’) access to the Property in connection with the Due Diligence and indemnification obligations by the School District as stated in the Property Access Agreement.

(c) Title Adequacy Determination. The School District shall cause First American Title to issue a preliminary title report or title commitment for the Site, and shall provide said report to the Developer. The Developer shall have ninety (90) days from receipt of the report in which to object to any exceptions listed on the report. If the Developer objects to any exception, the School District, within forty-five (45) days of receipt of Developer’s objection shall notify Developer in writing whether School District elects to: (1) cause the exception to be removed of record; (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the Developer, at the School District’s cost, insuring against the objectionable exception to Developer’s satisfaction; or (3) terminate this Agreement unless the Developer elects to take title subject to such exception. If the School District elects in writing either (2) or (3) above, the Developer may elect within thirty (30) days of receipt of the School District’s notice thereof to terminate this Agreement. If any Party elects to terminate this Agreement pursuant to this Section, the Good Faith Deposit and any Extension Deposit shall be returned to the Developer and no Party shall thereafter have any obligations to or rights against the others hereunder, except as otherwise expressly set forth in this Agreement or in the Property Access Agreement. If the Developer fails to provide any notification to the School District regarding this matter prior to the expiration of the time period set forth herein, the condition set forth in this Section shall be deemed satisfied. The DDA may provide for a supplemental opportunity for the Developer to re-examine title to the Site and/or terminate the DDA as a result of any exceptions on title to the Site arising after issuance of the preliminary report. Except for any title matters arising in such supplemental review that are accepted by Developer, any conveyance of the Site to the Developer (whether ground lease or fee) shall be subject only to those exceptions the Developer has agreed to accept pursuant to this Section.

(d) Utilities. During the Negotiating Period, the Developer shall consult with the utility companies to determine preliminarily if existing utility facilities require expansion, relocation, or undergrounding in connection with the Project.

Section 2.7 Preliminary Plan.

(a) The Developer shall submit to the School District during the Negotiating Period a proposed conceptual development program (the “**Preliminary Plan**”) for the Site, and will keep the School District apprised of material changes to the Preliminary Plan including, but not limited to, proposed plans and programs that do not satisfy the Affordability Requirements or contain (i) varying multi-family housing types (apartments, townhomes and cottages), (ii) a combination of one, two and three bedroom units, (iii) a childcare facility, (iv) a playground, (v) a community garden, (vi) covered bicycle parking, and (vii) storage or garage space.

(b) The Preliminary Plan should include: (i) a detailed description of the proposed use of the Site, including the square footage for each type of use; (ii) a proposed development phasing schedule; (iii) proposed housing affordability; (iv) a preliminary financing plan, containing an estimated development budget and operating pro forma; and (v) a preliminary site plan. The preliminary site plan shall show the general location of the proposed buildings, landscaping, and site improvements; the massing of any proposed buildings; roadways, parking, and points of ingress and egress; and any other proposed improvements to be constructed as part of the Project.

Section 2.8 Reports.

(a) Promptly following execution of this Agreement with respect to Documents then in its possession or under its reasonable control, the School District shall provide the Developer with copies of all existing leases, and all non-confidential or nonproprietary reports, studies, analyses, official correspondence, and similar documents (collectively, “**Documents**”), prepared or commissioned by the School District or Sunstone with respect to this Agreement and the Project.

(b) Unless otherwise waived by the School District, the Developer shall provide the School District with copies of final versions of all reports, studies, and analyses prepared by third parties in connection with this Agreement (the “**Third Party Reports**”) and correspondence with third parties regarding the Project, but excluding confidential or proprietary information, or any information protected by the attorney-client privilege or that is attorney work product, provided, however, that Developer shall have no obligation to provide the Third Party Reports if the School District has defaulted or is otherwise not in compliance with the terms of this Agreement.

(c) While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, the Developer acknowledges that the School District will need sufficient, detailed information about the proposed Project (including, without limitation, the financial information described in Section 2.2) to make informed decisions about the content and approval of the DDA. The School District agrees that all information clearly labeled as “CONFIDENTIAL” using conspicuous text that is submitted by Developer during the term of this Agreement, except for any materials, documents, or information submitted as part of a land use process intended for public disclosure, is submitted on the condition that the School District keep said information confidential. Without waiving the School District’s obligation to maintain confidentiality as provided in this Agreement, the Developer acknowledges that the School District may share information provided by the Developer of a financial and potential proprietary nature with third party consultants and school district employees as part of the negotiation and decision-making process. The Developer also recognizes and understands that the School District is subject to Oregon’s public records laws. If a third party requests confidential information through a public records request, the

School District will promptly notify Developer and make a good faith effort to assert any applicable exemptions to disclosure of the confidential information. If this Agreement is terminated without the execution of a DDA, the School District shall return to the Developer any proprietary or confidential information submitted by the Developer under this Agreement.

Section 2.9 Organizational Documents. Concurrent with execution of this Agreement, the Developer shall provide the School District with a copy of a certificate of existence issued by the Oregon Secretary of State evidencing that the Developer exists as an active entity authorized to conduct business in the State of Oregon as necessary to perform its obligations under the DDA.

Section 2.10 Progress Reports. From time to time as reasonably agreed upon by the Parties (at least monthly), each Party shall make oral or written progress reports advising the other Party on studies being made and matters being evaluated by the reporting Party with respect to this Agreement and the Development.

Section 2.11 Community Outreach. All parties acknowledge that community engagement, including community outreach and soliciting community input, is a key component of the Project. The School District and Sunstone have gathered a substantial amount of community input over the course of the Ashland Attainable Housing project and will share their findings with the Developer upon request. Developer shall, throughout the Negotiating Period and following the DDA, regularly engage with the community. All outreach should be intentional and thoughtful.

ARTICLE 3. **GENERAL PROVISIONS**

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate the School District or the Developer to enter into a DDA or any other Agreement regarding the Site. By execution of this Agreement, the School District is not committing itself to or agreeing to undertake disposition of the Site. Execution of this Agreement by the School District and Developer is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent determination by Developer and subsequent School District action the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the School District, following conduct of all legally required procedures, and executed by duly authorized representatives of the School District and the Developer. Until and unless a DDA is signed by the Developer, approved by the School District, and executed by the School District, no agreement drafts, actions, deliverables, or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into or support entering into a DDA or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding document. Notwithstanding the foregoing, each Party agrees to act in good faith in furtherance of this Agreement and each Party intends to proceed with development and construction of the Project if the Parties determine that the Project is feasible and may be completed in general conformance with the RFP and Development Proposal.

Section 3.2 Notices. Formal notices, demands, and communications between the School District and the Developer shall be sufficiently given if, and shall not be deemed given unless, (a) dispatched by certified mail, postage prepaid, return receipt requested, or (b) sent by express

delivery or overnight courier service, or (c) sent via email to the email address set forth below, with a copy of such notice concurrently sent by either of the methods set forth in the preceding clauses (a) or (b), to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

SCHOOL DISTRICT

Ashland School District
Attn: Dr. Joseph Hattrick
885 Siskiyou Blvd
Ashland, OR 97520

WITH A COPY TO:

Miller Nash LLP
Attn: James M. Walker
1140 SW Washington Street, Suite 700
Portland, OR 97205
james.walker@millernash.com

DEVELOPER

Edlen & Co. Development, LLC
Attn: Matt Edlen
151 SW First Ave, Ste 300
Portland, OR 97204
Matt.edlen@edlenandco.com

WITH A COPY TO:

Dunn Carney LLP
Attn: Tim Hering
851 SW Sixth Ave., Suite 1500
Portland, OR 97204
thering@dunnearney.com

Such written notices, demands, and communications shall be effective on the date tendered for delivery in the manner required in (a) and (b) above.

Section 3.3 [Reserved].

Section 3.4 Costs and Expenses. Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement and the performance of each Party's obligations under this Agreement, except as otherwise agreed in writing by the Parties or as otherwise provided herein.

Section 3.5 No Commissions. The School District shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any DDA resulting from this Agreement. The School District represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer represents that it has engaged no broker, agent, or finder in

connection with this transaction.

Section 3.6 Nonliability of Agency Officials and Employees. No board members, officials, employees, representative, member agents, or contractors of the School District shall be personally liable to the Developer in the event of any default or breach by School District or for any amount, which may become due to Developer or on any obligations under the terms of the Agreement.

Section 3.7 Defaults and Remedies.

(a) Default. Failure by either Party to negotiate in good faith as provided in this Agreement or to perform an obligation in any material respect under this Agreement shall constitute an event of default hereunder if not cured as provided herein. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. Promptly upon receipt of such notice, the defaulting Party and the non-defaulting Party shall work diligently with one another to help mutually cure the default, including meeting at least one (1) time in person to discuss and seek to resolve the issue(s) associated with such default. If a default remains uncured thirty (30) days after receipt by the defaulting Party of such notice, or, if the nature of the default requires more than 30 days to correct, then within such time as is necessary to cure the default provided the defaulting Party is exercising good faith efforts to effect the cure, but in no event more than ninety (90) days, the non-defaulting Party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by a Party, the non-defaulting Party shall have the right to terminate this Agreement by written notice given to the defaulting Party. Following such termination, neither Party shall have any further right, remedy, or obligation under this Agreement, except that the following obligations shall survive such termination: (A) Developer's and School District's indemnification obligations pursuant to the Property Access Agreement; and (B) in the event the defaulting party is the School District, the School District's obligation to release from Escrow to the Developer the Good Faith Deposit and any Extension Deposits.

Section 3.8 Discrimination. Developer shall not discriminate against any person related to the performance under this Agreement because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex or any other condition protected by local, state, or federal law, regulation, or ordinance. Developer acknowledges that the School District may require that all contractors engaged by Developer for the Project may be required to adhere to similar anti-discrimination provisions.

Section 3.9 Business License. Developer shall apply for and pay the business tax and registration tax for a business license, in accordance with the state and local law requirements.

Section 3.10 Venue. Jackson County, Oregon, shall be the site and have jurisdiction for the resolution of all actions.

Section 3.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Section 3.12 [Reserved].

Section 3.13 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.

Section 3.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. An electronically executed copy shall be of the same effect as an original. This Agreement may be executed by DocuSign or a similar service.

Section 3.15 Assignment. The Developer may not transfer or assign any or all of its rights or obligations hereunder to any other entity except with the prior written consent of the School District, which consent shall be granted or withheld in the District's sole discretion, and any such attempted transfer or assignment without the prior written consent of the School District shall be void. Notwithstanding the foregoing, the School District shall consent to the Developer's assignment of this Agreement to an affiliate of Developer provided that (a) such affiliate is controlled by Developer, (b) Developer shall not be released from any liability or obligation under his Agreement, and (c) Developer representative shall remain the lead negotiator with the School District with respect to the DDA and Project. A consent by the School District to one assignment shall not be deemed to be a consent to any subsequent assignment. The School District may, at its reasonable discretion, approve more than one assignment for each portion of the Project.

Section 3.16 No Third-Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the School District and the Developer and no other person or entity shall have any right of action under or by reason of this Agreement.

Section 3.17 Developer Not an Agent. Nothing in this Agreement shall be deemed to appoint Developer as an agent for or representative of the School District, and Developer is not authorized to act on behalf of the School District with respect to any matters except those specifically set forth in this Agreement. The School District shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of Developer, whether arising from actions under this Agreement or otherwise.

Section 3.18 Severability. In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

Signatures to Follow on Next Page

Section 3.19 Time Is of the Essence. Time is of the essence for each of the Parties' obligations under this Agreement.

SCHOOL DISTRICT

ASHLAND SCHOOL DISTRICT:

By: _____

_____ Date

Its: _____

DEVELOPER

EDLEN & CO. DEVELOPMENT, LLC,
an Oregon limited liability company

By: _____

_____ Date

Its: _____

PROPERTY ACCESS AGREEMENT

This PROPERTY ACCESS AGREEMENT (this “Agreement”) is dated as June ___, 2025 (the “Effective Date”), by and between Ashland School District (the “School District”), and Edlen & Co. Development, LLC, an Oregon limited liability company (the “Developer”).

BACKGROUND

A. In conjunction with that certain Exclusive Negotiating Agreement entered into by School District and Developer on or about the Effective Date of this Agreement (the “ENA”), Developer is interested in performing an assessment of the Property described therein.

B. That assessment includes, without limitation, the need to perform certain on-site physical inspections and environmental investigations, further described herein, that require Developer, its agents and contractors have access to the Property.

C. In connection with the Property evaluation, Developer requests School District authorization to access to the Property on the conditions provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

1. Assessment. Developer intends to perform an assessment of the Property. Developer’s assessment may include, but is not limited to, physical inspections of the Property as set forth more fully below.

2. Access to Property.

(a) **Right of Temporary Entry.** During the term of this Agreement, which shall commence on the Effective Date of the ENA (“Entry Commencement Date”) and terminate on the latter of: (a) expiration of the Negotiating Period, as defined in the ENA; or (b) the execution of the DDA, as defined in the ENA, subject to the provisions of this Agreement, School District grants to Developer, and its, representative, agents, employees and contractors permission to enter upon the Property for the limited purpose of conducting the following “Investigation Activities”:

(i) Soil, air, and groundwater sampling, subject to and in accordance with the terms of this Agreement;

(ii) Surveys and inspections concerning the condition of the Property, including but not limited to a Phase 1 environmental site assessment (ESA) and, if required by the Phase 1 ESA, a Phase 2 ESA, to investigate the presence or absence of hazardous substances, sensitive areas, wetlands or other matters pertaining to the physical condition of the Property and any improvements thereon;

(iii) Any additional inspections, investigations or determinations relevant for Developer to make the physical adequacy determination pursuant to the ENA, including, without limitation, any inspections, investigations or determinations related to geotechnical and soil condition, the massing of proposed development improvements, infrastructure, the planning requirements imposed on projects of this type and the other environmental and regulatory factors that the Developer deems relevant; and

(iv) Restoration of the Property, pursuant to subsection (3)(d) below. This Agreement is intended and will be construed only as a non-exclusive temporary license to enter and conduct the Investigation Activities upon the Property and not as a grant of easement or any other interest in the Property.

(b) Conditions of Entry. The exercise by Developer of the right of entry granted herein will be expressly subject to the following terms and conditions:

(i) Unless otherwise agreed to in writing, Developer must provide at least twenty-four (24) hours' notice to School District through email of Developer's intent to enter the Property.

(ii) Any Investigation Activities will be performed in compliance with all applicable laws. Developer will not suffer or permit to be enforced against the Property any mechanic's, materialmen's, consultant's, architect's, surveyor's, engineer's, contractor's or subcontractor's liens or any claim for damage resulting from the Investigation Activities and will pay any and all such liens before any action is brought to enforce such liens.

(iii) All costs and expenses incurred in the performance of the Investigation Activities by Developer or on its behalf ("Investigation Costs") will be the sole responsibility of Developer, and Developer agrees to indemnify, protect, hold harmless and defend School District, from and against the Investigation Costs.

(c) Indemnification and Remediation. Developer will indemnify, protect, hold harmless and defend School District and its officers, directors, shareholders, and employees (collectively, "Indemnitees"), from and against any and all liability for damages, losses, liens, costs, expenses, penalties, actions, causes of action or claims ("Claims") including, without limitation, Claims for injury to or death to any person, or damage to any property, natural resources or the environment, resulting from Developer's Investigation Activities. Notwithstanding the foregoing, Developer's obligations under this paragraph do not apply to the extent the Claims are the result of the negligence or willful misconduct of School District, its representative, agents, employees, contractors or any lessees, licensees, employees, invitees, or guests of School District, nor shall Developer have any liability for conditions existing at the Property prior to the Effective Date.

(d) Restoration of Site. Developer will promptly fill any borings or test pits in accordance with all applicable laws, and, at the conclusion of any Investigation Activities, remove any and all equipment or materials placed on the Property pursuant to this Agreement, unless otherwise agreed to by the parties in writing. Upon completion of any Investigation Activities, Developer will restore the Property to the same or better condition as that existing immediately prior to the commencement of the Investigation Activities.

(e) Survival. The provisions of Subsections 2(c) and 2(d) above will survive any termination of this Agreement.

3. School District's Temporary Uses. Consistent with Section 1.2 of the ENA, School District shall be permitted to temporarily use, and to allow temporary uses of, the Property, so long as such uses (i) are not likely to result in the contamination of or damage to the Property; (ii) will not interfere with Developer's rights under this Agreement; and (iii) do not otherwise encumber the Property in a manner that would materially or adversely affect Developer's intended development of the Project, in Developer's reasonable discretion. Developer shall have no liability or responsibility for any contamination, damage, or other impact to the Property resulting from any such temporary use or other use of the Property by the School District, and, subject to the limitation in the Oregon Tort Claims Act and the Oregon Constitution, School District hereby agrees to indemnify, protect, hold harmless and defend Developer, its partners, officers, directors, shareholders, agents and employees (collectively, "Developer Indemnitees") from and against any and all Claims, including, without limitation, Claims for injury to or death to any person, or damage to any property, natural resources or the environment, resulting from School District's temporary use or granting of temporary use of the Property or any other use of the Property. Notwithstanding the foregoing, School District's obligations under this paragraph do not apply to the extent the Claims are the result of the negligence or willful misconduct of Developer, its representatives, agents, employees and contractors. The provisions of this Section 3 shall survive any termination of this Agreement.

4. Attorneys' Fees. In the event either party files suit, or brings an action or other proceeding at law or equity to interpret, enforce, or implement any of the terms of this Agreement, then the prevailing party in such suit, action or proceeding shall be paid all of its reasonable attorneys' fees and costs by the losing party, including any such costs incurred on appeal.

5. No Definitive Agreement. This Agreement does not require either party to enter into any business relationship and does not create any agency or partnership between the parties. Execution of this Agreement and discussions between the parties does not impose upon either party an obligation to disclose any confidential or privileged information to the other.

6. Governing Law and Venue. This Agreement and any claim or dispute arising out of this Agreement, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to its conflicts of law principles, and shall occur and take place in the state and federal courts located in Jackson County, Oregon.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and may not be modified except in writing signed by the parties. This Agreement may not be assigned without the prior written consent of the other party, not to be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties.

8. Authority. Each of the persons signing this Agreement represents and warrants that they have been duly authorized to sign this Agreement. Each of the undersigned Parties hereby warrants that it is authorized to execute this Agreement and that this Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original thereof, and such counterparts shall together constitute but one and the same Agreement.

10. Electronic Signature. All references to and requirements for signatures and delivery of documents in this Agreement may be satisfied through electronic systems. Execution of this Agreement, and any ancillary document execution, through such electronic systems will have the same force and effect as a manual, wet ink signature.

IN WITNESS WHEREOF, each party has executed this Agreement as of the Effective Date.

SCHOOL DISTRICT

ASHLAND SCHOOL DISTRICT:

By: _____

_____ Date

Its: _____



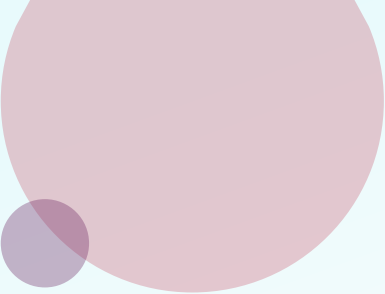
DEVELOPER

EDLEN & CO. DEVELOPMENT, LLC,
an Oregon limited liability company

By: _____

_____ Date

Its: _____



**Ashland School District
Secondary ELA
Curriculum Review and "Adoption"
Committee
2024/25**

Committee Members

AMS Admin: Rebecca Gyarmathy

AMS ELA Teachers: Julie Inada, Wendy Werthaiser

AHS ELA Teachers: Katie Barber, Jesse Burnham

WW ELA Teachers: Russell Copley

AHS Academic Support TOSA: Hillary Cusenza

Objectives

- Identify instructional materials and resources currently in use
- Review current Oregon ELA standards for alignment
- Identify gaps, needs, and areas of opportunity in curriculum and instruction
- Explore open-source materials

Focusing on Key Features



- **Reading:** Text complexity and the growth of comprehension
- **Writing:** Text types, responding to reading, and research
- **Speaking and Listening:** Flexible communication and collaboration
- **Language:** Conventions, effective use, and vocabulary

What materials, resources, strategies, tools, or assessments are you using to address the key features of Oregon ELA Standards?

Resource Inventory 6-8

Core texts	Supplementary materials	Digital resources	Assessment tools
Holt Reader-last adopted	Newsela	iReady/IXL	Essential Learning Rubrics
<u>Novel list</u>	Scholastic Scope	Newsela	iReady/IXL
	Flocabulary	Scholastic Scope (team budget) AMS/WW	EasyCBM (Fluency)
	WriteSource	Flocabulary (not district funded)	SBAC 6-8th
	Jr. Scholastic (team budget)		
	Poetry-Get Lit, anthology program from LA		
	Childrens Version of Shakespeare		
	Dramatized Greek Mythology		
		141	

Resource Inventory 9-12

Core texts	Supplementary materials	Digital resources	Assessment tools
See Humanities Novel Lists	Newsela	Newsela	IXL 9th/10th
	GPSS-grammar	AP Classroom	OSAS interims (new)
	GRAPES-framework	UpFront Magazine (NY Times)	SBAC-11th only
	Right Question Institute		Oregon Writing Rubric
	Tribal History Lessons - SB 13		Oregon Speaking Rubrics
	UpFront Magazine		AP Rubrics


Areas of Opportunity



- **Reading:** Informational Text
- **Language:** Conventions, effective use, and vocabulary
- **Writing:** Text types, responding to reading, and **research**

Artificial Intelligence (AI)

Supporting Resources



Oregon's
Instructional
Frameworks

Oregon's Adolescent Literacy Framework



OREGON
DEPARTMENT OF
EDUCATION

Charting the Course: Crafting AI Usage Policies to Promote Equity

COSA Summer Conference
August 2, 2024

1



OER COMMONS
OPEN EDUCATIONAL RESOURCES



Oregon Open Learning



AI for Education

For The Future

District level PLC time for vertical and horizontal alignment

Continuing to explore open-source materials

- Odell
- Open Up

Professional Development

- AI
- Secondary Science of Reading