

AGENDA

Southern Oregon Education Service District BOARD OF DIRECTORS SPECIAL MEETING

6:00 PM – Wednesday, September 25, 2024
SOESD Administration Office
101 North Grape Street, Medford OR 97501



NOTE: This meeting has been scheduled to address the agenda items from the September 18, 2024 regular meeting that was cancelled due to lack of a quorum.

1. Preliminary

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

2. Consent Agenda

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

3. Communications

SOESD Superintendent's Report

4. Administration

- A. Nominations for OSBA Board of Directors
- B. Contract for Services with Genesis Group, Inc.
- C. Contract for Services with Oasis Center of the Rogue Valley
- D. 2024-2025 Collective Bargaining Agreement Between SOESD and OSEA Chapter 104
- E. MOU Between SOESD and OSEA Chapter 104: Sign Language Interpreter Routines
- F. MOA Between SOESD and SOESDEA/SOBC: Article 13
- G. Superintendent's Goals

5. Business Affairs

- A. SOESD Phoenix Campus Reconstruction Project Contract for Building Construction Package
- B. 2024-2025 SOESD Resolution #5
- C. Related Party Questionnaire

6. Miscellaneous

- A. Next Regular Meeting: October 16, 2024, 6:00 PM, SOESD Administration Office
- B. OSBA Fall Regional Meeting: October 28, 2024, 6:00 PM Dinner; 6:30 PM Business Meeting, Ashland Hills Hotel and Suites
- C. 2024 OSBA Annual Convention: Preconference, November 7, 2024; Main Conference, November 8-9, 2024. Portland Marriott Downtown Waterfront Hotel.

7. Adjournment

*Members of the community will have opportunity to provide public comment regarding a specific agenda topic during the preliminary portion of the meeting. If you wish to speak to a specific agenda item, complete the request form provided at this link by 12:00 noon on Wednesday, September 25, 2024: <https://forms.gle/YYA4ghE8vdcboDPU7>

TO ATTEND VIRTUALLY:
Join by computer: <https://soesd.zoom.us/j/97762491735>
Join by phone: +1 669 900 6833
Meeting ID: 977 6249 1735

The meeting location is accessible to persons with disabilities. In accordance with the ADA, requests for accommodations should be made at least 48 hours before the meeting to: Jessica Bach, Southern Oregon ESD, 101 North Grape Street, Medford OR 97501
Phone: 541-776-8590 ext 1116
Email: jessica_bach@soesd.k12.or.us

ANNOTATED AGENDA
Southern Oregon ESD Board of Directors Special Meeting
SOESD Administration Office
101 North Grape Street, Medford, Oregon
6:00 PM – Wednesday, September 25, 2024

NOTE: This meeting has been scheduled to address the agenda items from the September 18, 2024 regular board meeting that was cancelled due to lack of a quorum.

1. Preliminary

- A. Call to Order/Roll Call
- B. Land Acknowledgment
Southern Oregon Education Service District and the areas in which we serve are located within the ancestral homelands of the Shasta, Takelma, Latgawa, Klamath, Modoc, and the Yahooskin-Paiute peoples who lived here since time immemorial. The full text of SOESD’s land acknowledgement can be read on the SOESD website at this link:
<https://www.soesd.k12.or.us/equity/>.
- C. Pledge of Allegiance
- D. Comments from Representatives of the Associations
- E. Requests to Address Agenda Items

2. Consent Agenda

- A. Approval of Agenda
- B. Approval of Minutes:
 - Organizational Meeting, July 17, 2024 ([Pages 5-9](#))
 - Special Meeting, August 6, 2024 ([Page 10](#))
- C. Personnel Report

New Licensed Hires for Approval

Administration recommends offers of employment contracts for the 2024-2025 academic year to:

- Cassandra Baggaley, Teacher of the Deaf and Hard of Hearing
- Nicole Caro, Special Education Teacher
- McKenzie Hilmer, Autism Spectrum Disorders Consultant
- Nancy Leguis, Speech-Language Pathologist
- Sarah Mortinson, School-Based Mental Health Interventionist
- Shayla Owen, Teacher of the Visually Impaired
- Adrien Roberts, Speech-Language Pathologist
- Joseph Roberts, School Psychologist
- Amy Solometo, School Psychologist
- Ashley Young, Early Intervention Specialist

Request for Unpaid Leave of Absence

Administration has received a request from Sumer Christian, Teaching Assistant I, for an unpaid leave of absence from September 30, 2024, through January 6, 2025. Administration recommends approval of this request.

Resignations and Retirements for the Board’s Information

- Administration has received notice of resignation from Ashley Dibble, Evaluation Specialist, effective August 26, 2024.

- Administration has received notice of resignation from Trish Orr, Teacher of the Deaf and Hard of Hearing, effective August 23, 2024.

D. Financial Report

The financial report for the period ending August 31, 2024, is included for your review.

[\(Pages 11-17\)](#)

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

3. Communications

SOESD Superintendent's Report

4. Administration

A. Nominations for OSBA Board of Directors

OSBA Board of Directors, Position 5, representing the Southern Region, is up for election this year. The position is currently held by Dawn Watson, whose term expires on December 31, 2024. Board members interested in running for a position on the OSBA Board need to be nominated by a member board within their region. Please inform Chair Wright in advance of the meeting if you are interested in being nominated to run for OSBA Board of Directors Position 5. An explanation of the [essential duties of OSBA Board members is available here](#). Candidate nomination materials are due in the OSBA office by 5:00 PM on Friday, September 27, 2024.

B. Contract for Services with Genesis Group, Inc.

Administration requests board approval to enter into a contract with the staffing agency Genesis Group, Inc., to provide 1.0 FTE of in-person occupational therapy services during the 2024-2025 school year at a cost not-to-exceed \$152,000. All efforts to advertise and fill this position through the employment process have been unsuccessful.

PROPOSED MOTION: Move to approve entering into a contract for 2024-2025 with Genesis Group, Inc., not to exceed \$152,000.

C. Contract for Services with Oasis Center of the Rogue Valley

Administration requests board approval to enter into an agreement with Oasis Center of the Rogue Valley. SOESD's Southern Oregon Success (SORS) program has received funding from ODHS for the Family Success Plan Program to expand working with over 320 families this year. A portion of the funds are allocated for the Oasis Center of the Rogue Valley to provide family-centered support to about 130 families, at a cost not to exceed \$234,000.

PROPOSED MOTION: Move to approve entering into a contract for 2024-2025 with Oasis Center of the Rogue Valley not to exceed \$234,000.

D. 2024-2025 Collective Bargaining Agreement Between SOESD and OSEA Chapter 104

Tentative agreement was reached on July 22, 2024 with the classified association, OSEA Chapter 104, to settle the terms of the 2024-2025 Collective Bargaining Agreement (CBA). The Association has provided notice that its members have voted in favor of ratifying the tentative agreement. The CBA is included as a separate email attachment for your review prior to the meeting.

PROPOSED MOTION: Move to approve the 2024-2025 Collective Bargaining Agreement between Southern Oregon ESD and OSEA Chapter 104.

E. Memorandum of Understanding Between SOESD and OSEA Chapter #104: Sign Language Interpreter Routines

The district and OSEA Chapter #104 have negotiated a Memorandum of Understanding (MOU) addressing changes to Sign Language Interpreter Routines. The MOU is included in this packet for your review prior to the meeting. Administration recommends the board approve the MOU.

[\(Page 18-21\)](#)

PROPOSED MOTION: Move to approve the MOU with the classified association regarding Sign Language Interpreter Routines as presented.

- F. Memorandum of Agreement Between SOESD and SOESDEA/SOBC: Article 13
Administration recommends the board approve a Memorandum of Agreement (MOA) with the licensed association addressing changes to Article 13 of the Collective Bargaining Agreement (Layoff and Recall) to bring the language in line with programs currently in existence. The MOA is included in this packet for your review prior to the meeting. ([Pages 22-24](#))

PROPOSED MOTION: Move to approve the MOA with the licensed association addressing changes to Article 13 of the CBA.

- G. Superintendent's Goals
The board will plan to review the superintendent's goals for 2024-2025 at the October meeting.

5. Business Affairs

- A. SOESD Phoenix Campus Reconstruction Project Contract for Building Construction Package
HMK Company recommends delegating authority to the superintendent or CFO to approve Guarantee Maximum Price (GMP) Amendment 2 for the building construction package of the SOESD Phoenix Campus Project with Adroit Construction Company. ([Page 25](#))

PROPOSED MOTION: Move to delegate authority to the Superintendent or CFO to approve GMP Amendment 2 with Adroit Construction Company, bringing the total not-to-exceed amount to \$21,610,685.20.

- B. 2024-2025 SOESD Resolution #5 – Financing Agreement
This resolution authorizes the execution and delivery of a full faith and credit financing agreement. ([Pages 26-31](#))

PROPOSED MOTION: Move to approve 2024-2025 SOESD Resolution #5.

- C. Related Party Questionnaire
The Related Party Questionnaire is completed annually to document any related party activities between public health officials and their respective agencies. Examples of a related party activity: *An agency purchases a property owned by a board member or administrators of that agency.* To document activities of this type, the SOESD's auditors have requested that administrators and board members complete a related party questionnaire. The questionnaire has been sent via US mail for you to complete and return to the board secretary in the enclosed self-addressed stamped envelope before the November board meeting. ([Pages 32-33](#))

6. Miscellaneous

- A. Next Regular Meeting: October 16, 2024, 6:00 PM, SOESD Administration Office
B. OSBA Legislative Roadshow Regional Meeting: October 28, 2024, 6:00 PM Dinner; 6:30 PM Business Meeting, Ashland Hills Hotel and Suites.
Please let the board secretary know if you plan to attend.
C. 2024 OSBA Annual Convention: Preconference, November 7, 2024; Main Conference, November 8-9, 2024. Portland Marriott Downtown Waterfront Hotel.
Please let the board secretary know if you are interested in attending so that lodging arrangements can be made as soon as the reservation window opens.

7. Adjournment

Minutes in Brief SOUTHERN OREGON EDUCATION SERVICE DISTRICT
BOARD OF DIRECTORS ORGANIZATIONAL MEETING
WEDNESDAY, JULY 17, 2024

Call to Order The annual organizational meeting of the Southern Oregon Education Service District Board of Directors was held in the downstairs conference room of the SOESD administration office in Medford and by video/audio conference on Wednesday, July 17, 2024. Chair Wright called the meeting to order at 6:14 PM. Chair Wright read an excerpt from the SOESD’s Land Acknowledgement statement and led those attending in the Pledge of Allegiance.

Attendance Board members in attendance: Board members absent:
Rosie Converse Mary Middleton
Jessie Hecocta Corbin Morell
Ana Mannenbach Maud Powell
Robert Moore
Annie Valtierra-Sanchez
Justin Wright

SOESD staff members in attendance:
Mark Angle-Hobson
Jessica Bach
Scott Beveridge
Ed Grassia
Kylee Harrison
Patty Michiels
Daniel Weaver

Comments from Representatives of the Association No representatives from the classified or licensed associations were in attendance.

Requests to Address Agenda Items There were no requests to address agenda items.

Consent Agenda The consent agenda consisted of the following items:
A. Approval of Agenda
B. Approval of Minutes:
• June 18, 2024 Budget Hearing
• June 18, 2024 Regular Meeting
• June 25, 2024 Special Meeting
C. Personnel Report

IT WAS MOVED BY MEMBER CONVERSE, SECONDED BY MEMBER VALTIERRA-SANCHEZ TO:

Approve all items on the consent agenda.

MOTION CARRIED 6-0

Communication

SOESD Superintendent's Report

- Superintendent Beveridge thanked the board members for attending a special meeting of the board called on June 25, 2024, to close 2023-2024 fiscal year.
- Mr. Beveridge noted assisting the Human Resources office staff with a variety of year-end Human Resources processes performed to set up for the new fiscal year.
- Mr. Beveridge noted two new administrators joining SOESD, and introduced Ed Grassia, who joined the SOESD team on July 1, 2024 as the agency's Chief Information Officer (CIO). Mr. Beveridge also shared his transition of work to new Career Connected Learning Coordinator Brad Capener working to launch a new regional career center.
- Superintendent Beveridge reported on several building projects:
 - New preschool building in Grants Pass for Early Childhood Services (ECS).
 - New offices in Medford for Child Care Resource Network (CCRN)
 - Expansion of School Improvement staff in the West Main office.
 - Moving of CIS staff to new office areas in the Grape Street office.
 - Finalizing settlement with insurance for rebuilding the SOESD Phoenix campus.
- Administrators are preparing for the SOESD All Staff Inservice that will be held on Friday, August 23, 2024, at Southern Oregon University. Superintendent Beveridge encouraged board members to attend if their schedules permit.

Administration

A. SOESD Organizational Structure for 2024-2025

Superintendent Beveridge reviewed the 2024-2025 organizational chart and list of administrative staff presented for board approval.

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

Approve SOESD's organizational structure and approve the new organizational chart as presented for 2024-2025.

MOTION CARRIED 6-0

B. Organizational Items for 2024-2025

1. District Clerk and Deputy Clerk – The superintendent is charged by law to be named as clerk. We recommend that the Chief Financial Officer be named as deputy clerk.
2. Safety Officer – We recommend that the Board appoint the Chief Financial Officer to serve as safety officer.
3. Budget Officer – The superintendent-clerk should be designated as the district's budget officer.
4. Newspaper of Record – We recommend that the Grants Pass Daily Courier be named the newspaper of record.
5. Mileage Reimbursement Rate for Staff and Board – It has been Board practice to pay the IRS-approved rate. We recommend continuation of this practice.
6. Authorization to Submit Grant and Contract Proposals – It is necessary to respond quickly to grant and contract opportunities. We request that the Board continue to authorize the superintendent and the CFO, in the superintendent's absence, to submit proposals for grants and contracts as well as accept awards during the 2024-2025 fiscal year.

7. Authorization to Request Contract Funds – We recommend that the Board continue its practice of authorizing the signatures of the superintendent or CFO to request payments from funding sources.
8. Coordination of Americans with Disabilities Act – We recommend that the Chief Human Resources Officer be named Section 504 / ADA coordinator.
9. Attendance Officer – State law requires ESDs to name an attendance officer. We recommend the appointment of the superintendent to serve in that role.
10. Board Attorney – It is requested that you authorize the superintendent to seek specialized legal counsel, when deemed necessary, from the Hungerford Law Firm.
11. Auditor – Per existing contract, we recommend that Isler Medford LLC serves as the district’s auditor for 2024-2025.
12. Title IX Coordinator – We recommend that the Chief Human Resources Officer be designated as the Title IX Coordinator.
13. Authorized Depositories of Funds – We recommend two depositories of funds: First Interstate Bank for general operation, and State of Oregon Local Government Investment Pool.
14. Local Contract Review – It is recommended that the Southern Oregon ESD Board of Directors act as the district’s Local Contract Review Board.
15. Identifying Purchasing Practices – It is recommended that Southern Oregon ESD continue its practice of following the Attorney General’s Model Public Contract Rules and ORS 279 pertaining to public contracting.
16. Insurance Agent of Record – SOESD’s Insurance Agent of Record is Lloyd Williamson, Protectors Insurance.

IT WAS MOVED BY MEMBER CONVERSE, SECONDED BY MEMBER VALTIERRA-SANCHEZ TO:

Accept administration’s recommendations as presented for organizational items 1 through 16.

MOTION CARRIED 6-0

C. ORS 190 Agreement of the OAESD

The ORS 190 Agreement is a legal agreement for operational structures for OAESD and its members. It enables the OAESD to be recognized governmentally and for liability protections. Superintendent Beveridge provided background on the structure of ESDs across Oregon. He explained how the association is insured and how it operates, manages budgets, dues, conferences, and contracts from ODE and other entities. Member Valtierra-Sanchez noted that she serves on the OAESD Governance Council, and she described the benefits of being a member of OAESD.

IT WAS MOVED BY MEMBER VALTIERRA-SANCHEZ, SECONDED BY MEMBER MOORE TO:

Approve the ORS 190 Agreement of the OAESD.

MOTION CARRIED 6-0

D. Contract for Services with Belong Partners

Administration requested board approval to enter into agreements with Belong Partners (formerly Sound Discipline) not to exceed \$213,250.00 for multiple workshop series, district partnerships, coaching, teacher supports,

and consultation provided to educators throughout the region during the 2024-2025 school year. These services continue to be requested by component districts and were in the SOESD Student Success Act Comprehensive Support Plan as part of the 2024-25 Local Service Plan approved by the board and component districts.

IT WAS MOVED BY MEMBER VALTIERRA-SANCHEZ, SECONDED BY MEMBER HECOCTA TO:

Approve entering into agreements with Belong Partners at a cost not to exceed \$213,250.00.

MOTION CARRIED 5-0

Member Mannenbach was not present at the time of the vote.

E. Contracts for Staffing Services

Administration requested the Board’s approval to enter into agreements for the 2024-2025 school year for staffing services as detailed in the table below. All efforts to advertise and fill these positions through the employment process have been unsuccessful.

Blazerworks	Sign Language Interpreter	2.0 FTE	\$1,750,000.00
	School Psychologist	7.0 FTE	
	Autism Consultant	0.6 FTE	
Epic Special Education Staffing	Virtual School Psychologist	1.0 FTE	\$195,000.00
	Occupational Therapist	0.3 FTE	
PNW Professionals	Speech-Language Pathologist	1.0 FTE	\$149,920.00
Tyler York	Teacher of Visually Impaired (with extended school-year services)	1.0 FTE	\$174,400.00

IT WAS MOVED BY MEMBER CONVERSE, SECONDED BY MEMBER VALTIERRA-SANCHEZ TO:

Approve entering into agreements for staffing services not to exceed the amounts presented.

MOTION CARRIED 6-0

Business Services

A. 2024-2025 SOESD Resolution 1, 2, 3, and 4

Chief Financial Officer Daniel Weaver explained these resolutions are presented annually and provide operational authority in the business areas.

IT WAS MOVED BY MEMBER VALTIERRA-SANCHEZ, SECONDED BY MEMBER HECOCTA TO:

Adopt 2024-2025 SOESD Resolutions 1, 2, 3, and 4.

MOTION CARRIED 6-0

B. Authorization for Staff to Sign Checks

Administration recommended Scott Beveridge, Daniel Weaver, and Jessica Bach be designated as authorized staff to sign checks during fiscal year 2024-2025. The ESD continues to use a facsimile signature for its accounts payable and payroll check runs. Superintendent Beveridge’s signature will appear on that facsimile.

IT WAS MOVED BY MEMBER CONVERSE, SECONDED BY MEMBER MANNENBACH TO:

Approve the recommendations of administration regarding persons authorized to sign checks during the 2024-2025 fiscal year.

MOTION CARRIED 6-0

- C. Filing Budget Documents
CFO Weaver reported that SOESD’s 2024-2025 budget document had been filed with each of the assessors and clerks’ offices in Jackson, Josephine, and Klamath Counties.
- D. PACE Insurance / SOESD Phoenix Campus Reconstruction
Superintendent Beveridge and CFO Weaver provided an update on discussions with PACE regarding insurance settlement and reconstruction of the SOESD Phoenix Campus that was destroyed in the Almeda Wildfire on September 8, 2020. Mr. Beveridge and CFO Weaver, along with SOESD’s legal counsel, met on July 12, 2024 in Salem with staff members and the attorney for Special Districts Association of Oregon (SDAO). The meeting did not result in resolution, but progress was made. The PACE Trust Board will meet in executive session within the next two weeks to discuss and authorize a settlement amount. A response is anticipated soon after the PACE Trust Board meets.

Executive Session At 7:07 PM, Chair Wright announced the board would convene in executive session, pursuant to ORS 192.660(2)(i) to review and evaluate the performance of the superintendent.

Open Session At 8:19 PM, Chair Wright reconvened the board into open session.

IT WAS MOVED BY MEMBER CONVERSE, SECONDED BY MEMBER VALTIERRA-SANCHEZ TO:

Accept the board’s evaluation of the superintendent as presented.

MOTION CARRIED: 6-0

Chair Wright will meet with Superintendent Beveridge on July 18, 2024, at 1:30 PM to review the board’s evaluation with him.

- Miscellaneous**
- A. OSBA Summer Board Conference, Salem Convention Center, August 9, 2024 (Preconference), August 10-11, 2024 (Main Conference)
 - B. All SOESD Staff Inservice, August 23, 2024, Southern Oregon University, 8:30 AM – 12:00 PM.
 - C. SOESD Board of Directors Regular Meeting, September 18, 2024, 6:00 PM, SOESD Administration Office
 - D. 2024 OSBA Annual Convention, Portland Marriott Downtown Waterfront, November 7, 2024 (Preconference), November 8-9, 2024 (Main Conference).

Adjournment The organizational meeting of the SOESD Board of Directors adjourned at 8:25 PM.

Minutes in Brief	SOUTHERN OREGON EDUCATION SERVICE DISTRICT BOARD OF DIRECTORS SPECIAL MEETING TUESDAY, AUGUST 6, 2024	
Call to Order	A special meeting of the Southern Oregon Education Service District Board of Directors was held on Tuesday, August 6, 2024, at the SOESD’s administration office in Medford, Oregon and by video/audio conference. Chair Wright called the meeting to order at 4:39 PM.	
Attendance	Board members in attendance: Jessie Hecocta Ana Mannenbach Mary Middleton Robert Moore Maud Powell Justin Wright Annie Valtierra-Sanchez	Board members absent: Rosie Converse Corbin Morell
	SOESD staff members and guests in attendance: Jessica Bach, Board Secretary Scott Beveridge, Superintendent Jason Gauss, Attorney with Paternoster, Farnell, & Grein, LLP Dan Weaver, Chief Financial Officer	
Executive Session	At 4:41 PM, Chair Wright announced the Board would meet in executive session, pursuant to ORS 192.660(2)(f), to consider records exempt by law from public inspection.	
Open Session	At 5:03 PM, Chair Wright reconvened the Board into open session. Related to the insurance claim to rebuild the SOESD Phoenix Campus that was destroyed in the Almeda Wildfire on September 8, 2020, IT WAS MOVED BY MEMBER MOORE, SECONDED BY MEMBER VALTIERRA-SANCHEZ TO: Authorize Superintendent Beveridge and CFO Weaver to accept the PACE Insurance Trust’s settlement offer, subject to the parties finalizing the terms of the agreement. MOTION CARRIED 7-0	
Adjournment	Chair Wright adjourned the special meeting of the SOESD Board of Directors at 5:12 PM.	

SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 BOARD OF DIRECTORS FINANCIAL REPORT
 August 31, 2024

100	GENERAL FUND	BUDGET	EXPENDED	BALANCE	% SPT	REVENUE	% RECD
101	ADMIN/OPERATIONS	3,563,653.00	631,332.15	2,932,320.85	18%		
102	TECHNOLOGY MEDIA SERVICES	3,457,175.00	591,558.46	2,865,616.54	17%		
103	SPECIAL EDUC SERVICES	13,480,868.00	128,158.18	13,352,709.82	1%		
104	SPEECH	126,720.00	18,452.36	108,267.64	15%		
106	INTERPRETERS	2,115,506.00	36,009.63	2,079,496.37	2%		
107	PSYCHOLOGY	1,794,474.00	29,073.46	1,765,400.54	2%		
108	BRAILLIST	224,631.00	1,363.89	223,267.11	1%		
109	STEPS PLUS PROGRAM	2,211,220.00	57,497.18	2,153,722.82	3%		
110	OT / PT	552,860.00	9,287.56	543,572.44	2%		
113	REGIONAL/STATEWIDE INITIATIVES	308,319.00	38,111.13	270,207.87	12%		
114	CAREER/TECHNICAL ED	325,394.00	54,990.95	270,403.05	17%		
115	ENGLISH SECOND LANG	444,671.00	62,466.22	382,204.78	14%		
117	AUDIOLOGY	198,000.00	6,419.81	191,580.19	3%		
181	STUDENT BEHAVIORAL HEALTH & WELLNESS	595,500.00	2,625.66	592,874.34	0%		
192	CARE	868,780.00	20,915.35	847,864.65	2%		
	TOTAL (100)	30,267,771.00	1,688,261.99	28,579,509.01	6%	5,607,075	19%
	August 31, 2023	29,264,579.00	1,603,334.49	27,661,244.51	5%	5,035,317	17%
	BOARD ACCOUNTS - 2310	BUDGET	EXPENDED	BALANCE	% SPT		
	340-BOARD TRAVEL	19,652.00	1,210.20	18,441.80	6%		
	351-TELEPHONE	562.00	-	562.00	0%		
	381-AUDIT	31,500.00	6,000.00	25,500.00	19%		
	382-LEGAL SERVICES	67,511.00	2,592.85	64,918.15	4%		
	388-ELECTIONS	33,737.00	-	33,737.00	0%		
	390-OTHER SERVICES	-	-	-	N/A		
	410-SUPPLIES	869.00	-	869.00	0%		
	640-DUES & FEES	49,974.00	40,795.00	9,179.00	82%		
	651-LIABILITY INS	6,748.00	-	6,748.00	0%		
	TOTAL BOARD ACCTS.	210,553.00	50,598.05	159,954.95	24%		

210	SP REV -FEDERAL	BUDGET or AWARD EST	EXPENDED	BALANCE	% SPT	REVENUE	% RECD
0	SPECIAL REVENUE-FEDERAL	\$15,654,757.00			0%		N/A
202	CCL PROJECT RESOURCE HUB		-	-	N/A	-	N/A
204	PERKINS BASIC 23-24		27,998.90		N/A	18,058	N/A
205	PERKINS BASIC 22-23		63,907.89		N/A	-	N/A
206	MIG SUMMER SCHL		149,957.79		N/A	229	N/A
208	TITLE 1C MIG RSY 22-23		-		N/A	-	N/A
209	TITLE 1C MIG RSY 23-24		222,825.25		N/A	100,452	N/A
210	TITLE 1C-PRESCHL 23-24		12,755.33		N/A	2,456	N/A
214	IDEA REGIONAL		63,606.11		N/A	-	N/A
215	ESD TECHNICAL ASSISTANCE		-		N/A	(4,244)	N/A
217	PP COORDINATED ENROLLMENT		-		N/A	-	N/A
218	INDIAN EDUCATION SERVICES		95.92		N/A	-	N/A
220	ESDs For S E L		6,545.81		N/A	6,450	N/A
222	GEER - SSPS		5,726.77		N/A	-	N/A
223	COMPUTER SCIENCE - GEER		26,056.78		N/A	(37,219)	N/A
225	SOFRP		47,521.26		N/A	(130,302)	N/A
226	SOESD NATIVE ARTS LESSONS & PD		96,000.00		N/A	-	N/A
229	SPECIAL EDUCATION-TECHNICAL ASSISTANCE		7,677.00		N/A	-	N/A
234	EARLY LEARNING - FPS		62,516.69		N/A	(6,363)	N/A
235	FAMILY SUPPORT SERVICES 23-25		1,840.69		N/A	(6,919)	N/A
247	TITLE III CONSORTIUM 23-24		-		N/A	-	N/A
248	TITLE III CONSORTIUM 22-23		790.03		N/A	790	N/A
261	CHILD CARE RESOURCE NETWORK 23-25		118,955.79		N/A	-	N/A
262	FAMILY SUPPORT & CONNECTIONS		67,097.72		N/A	(25,794)	N/A
270	ARP-ESSER-DESD		-		N/A	-	N/A
271	PDG-GEER DOUGLAS ESD		-		N/A	-	N/A
272	EI/ECSE		15,421.99		N/A	-	N/A
285	PERKINS RESERVE 23-24		1,154.05		N/A	1,154	N/A
289	PERKINS RESERVE 22-23		14,379.44		N/A	-	N/A
297	EXTENDED ASSESSMENT 22-23		-		N/A	-	N/A
307	LTCT IDEA 619		-		N/A	-	N/A
308	LTCT TITLE 1D 21-23		3,416.09		N/A	-	N/A
309	LTCT IDEA 21-23		-		N/A	-	N/A
310	CARL PERKINS TECH PREP		-		N/A	-	N/A

311	MIECHV	-			N/A	-	N/A
312	LTCT ESSER III	52,618.41			N/A	21,267	N/A
313	OCDD	5,429.66			N/A	-	N/A
317	Title VI Native Education ESSER	1,064.14			N/A	(25,896)	N/A
318	HS MATH PATHWAY CONVENING	-			N/A	-	N/A
319	ESSER A3	258,836.43			N/A	52,386	N/A
TOTAL (210)		15,654,757.00	1,335,854.22	14,318,902.78	9%	(33,496)	0%
August 31, 2023		15,877,039.00	1,224,556.11	14,652,482.89	7.7%	(70,747)	0%
		BUDGET or			%		%
290	SP REV -OTHER	AWARD EST	EXPENDED	BALANCE	SPT	REVENUE	RECD
0	SPECIAL REVENUE-OTHER	30,913,256.00					N/A
700	SOAPP		105.86		N/A	18,561	N/A
716	EL-PSP		56,652.07		N/A	2,131	N/A
717	PP COORDINATED ENROLLMENT		6,137.07		N/A	(137,262)	N/A
718	GYO GRANT		22,243.24		N/A	-	N/A
719	REGIONAL PILOT - ONLINE COURSE DELIVERY		282.86		N/A	(29,496)	N/A
720	TEACHER APPRENTICESHIP - TSPC		-		N/A	101,380	N/A
749	EDUCATOR ADVANCEMENT FUND		133,051.55		N/A	(211,623)	N/A
751	ADV MATH IN REAL LIFE		-		N/A	-	N/A
754	MEDIA LIBRARY SERVICES		3,596.93		N/A	(22,210)	N/A
755	EDUCATIONAL INSTRUCTION		23,279.36		N/A	(498)	N/A
756	SUMMER LEARNING GRANT		-		N/A	3,706	N/A
757	LONG TERM CARE TREATMENT		19,794.41		N/A	-	N/A
759	FCCN		282.09		N/A	-	N/A
760	CPDP		-		N/A	6,566	N/A
761	CCRN SUPPORT		-		N/A	7,983	N/A
765	SUPPORT - CTE CAREER PATHWAYS		2,227.66		N/A	26	N/A
767	SHA FAMILY SERVICES HUB		38,233.87		N/A	(11,391)	N/A
768	EMERGING REGIONAL STEM HUB		11,988.60		N/A	18,621	N/A
769	REGIONAL EDUCATOR NETWORK (SOREN)		68,122.15		N/A	(121,799)	N/A
770	LTCT ADDITIONAL SERVICES		-		N/A	4,206	N/A
774	PRESCHOOL PROMISE - COORDINATION		-		N/A	133,195	N/A
778	THREAT ASSESSMENT PROGRAM		-		N/A	(19,510)	N/A
780	CCRR SSA PROFESSIONAL LEARNING		-		N/A	-	N/A
781	CCRR SSA PSP ADMIN		29,883.64		N/A	-	N/A

782	CCRR SSA PSP COACHING	30,470.11	N/A	-	N/A
783	SHARED SERVICES - SSA BUSINESS COACHING	265.12	N/A	-	N/A
803	ELH GRANTS/DONATIONS	1,095.34	N/A	224,903	N/A
807	PERS VARIANCE ACCOUNT	-	N/A	17,300	N/A
810	SOTCE	-	N/A	22,150	N/A
815	SOESD-SPEC ED SERVICES	-	N/A	68	N/A
816	STUDENT SUCCESS ACT	267,119.69	N/A	-	N/A
822	GILBERT CREEK PLAYGROUND	-	N/A	158	N/A
825	STATE - R A C	43,533.89	N/A	11,000	N/A
829	MIGRANT/ELL WORKSHOP	-	N/A	328	N/A
831	CTE WORKSHOP ACCOUNT	-	N/A	3,885	N/A
836	INDIAN ED DONATION ACCOUNT	500.00	N/A	23,184	N/A
839	CC4A PROGRAM SUPPORT	8,281.31	N/A	-	N/A
840	SOBAASS	61,071.92	N/A	-	N/A
841	TRUANCY GRANT	8,000.00	N/A	41,930	N/A
842	FORD FAMILY FOUNDATION	-	N/A	-	N/A
843	STEM INNOVATION	19,599.17	N/A	5,844	N/A
844	MENSTRUAL DIGNATY ACT	-	N/A	-	N/A
847	TRIBAL HISTORY SHARED HISTORY PD	-	N/A	-	N/A
850	WELLNESS GRANT	-	N/A	10,609	N/A
852	ZELZIE REED TRUST	-	N/A	15,370	N/A
853	MENTORING TEACHER	2,910.90	N/A	47,464	N/A
855	MIGRANT DONATIONS	-	N/A	3,728	N/A
857	SPEC ED WORKSHOP ACCT	-	N/A	(12,951)	N/A
858	MEDIA LIBRARY - OVERDRIVE	13,000.00	N/A	14,234	N/A
859	ED TECH SUMMIT	196.09	N/A	(9,000)	N/A
866	KINDERMUSIK	-	N/A	9,453	N/A
867	COW CREEK FOUNDATION	-	N/A	5,980	N/A
869	FOURWAY FOUNDATION	-	N/A	15,349	N/A
870	LICC	807.00	N/A	4,419	N/A
872	EI/ECSE	204,299.68	N/A	-	N/A
873	PROGRAM SUPPORT EI/ECSE	78,753.24	N/A	398,589	N/A
876	TRANSITION NETWORK FACILITATOR	29,545.97	N/A	(149,719)	N/A
882	EARLY LEARNING HUB	99,181.72	N/A	291,649	N/A
887	TNF STUDENT SUMMITS	1,027.74	N/A	1,369	N/A

888	CTE - EQUIPMENT REIMBURSEMENT	-	N/A	122,304	N/A
901	SOESD PROGRAM SUPPORT	40,847.99	N/A	1,512,223	N/A
903	SSPS	120.38	N/A	-	N/A
904	RETIRE/SABATICAL	3,301.40	N/A	1,030,554	N/A
905	FMLA	-	N/A	63,124	N/A
910	SUMMER SP-ED SERVICES	23,008.54	N/A	(12,488)	N/A
911	CC4A - WORKSHOPS	-	N/A	5,054	N/A
915	REGIONAL-LOCAL CONTRACTS	5,658.07	N/A	(70,056)	N/A
916	STATE REGIONAL	239,778.58	N/A	-	N/A
917	AMBITIOUS MATH PRACTICES	19,313.81	N/A	(95,101)	N/A
918	K PARTNERSHIP INNOVATION	54,645.59	N/A	(51,822)	N/A
919	YDD REENGAGEMENT	71.32	N/A	14,483	N/A
920	R & B DONATIONS (Rice & Beans)	-	N/A	193	N/A
921	MEYER MEMORIAL	4,400.00	N/A	67,482	N/A
922	STATE SUMMER LEARNING	43,719.58	N/A	-	N/A
924	SOU TECHNOLOGY	-	N/A	-	N/A
926	AUTISM - PARENT PARTNER	663.12	N/A	13,044	N/A
931	BRAILLIST PRODUCTION	-	N/A	9,515	N/A
935	STAFF CONTRACTS	11,653.67	N/A	58,076	N/A
938	PD NETWORK SERVICES	-	N/A	80,675	N/A
942	FOLLETTE CONTRACT	-	N/A	24,950	N/A
943	YTP PROGRAM	103,411.59	N/A	(84,982)	N/A
945	ESD WORKSHOP	-	N/A	20,550	N/A
946	AURAL IMPRESSION	-	N/A	233,576	N/A
947	CURRICULUM WORKSHOP	-	N/A	1,545	N/A
948	WEB PD	-	N/A	6,884	N/A
949	BVIS FUNDING	-	N/A	17,386	N/A
952	INSURANCE RESERVE	-	N/A	23,693	N/A
953	FINGERPRINTING	-	N/A	33,644	N/A
955	INFRASTRUCTURE-SOESD	19,832.65	N/A	164,162	N/A
957	OR PROJECT	44.33	N/A	33,357	N/A
960	COOP PURCHASING	44,362.79	N/A	22,629	N/A
961	COOP PURCHASING SUPPORT	2,798.69	N/A	-	N/A
964	EMPLOYEE SERVICES	97.20	N/A	323	N/A
965	MIG PROGRAM SUPPORT	13,645.94	N/A	2,836	N/A

966	PDHH DONATIONS	-			N/A	2,810	N/A
967	BRAIN BOWL	-			N/A	6,010	N/A
969	STEPS/TRANSITION DONATIONS	93.72			N/A	498	N/A
972	PVI DONATIONS	-			N/A	6,095	N/A
978	SCHOOL IMPROVEMENT WORKSHOPS	-			N/A	157,113	N/A
981	INTERVENTION SPECIALIST-CARE OREGON	-			N/A	25,382	N/A
983	OREGON ONLINE	-			N/A	38,440	N/A
990	MEDICAID ADMN CLAIMING	20,439.60			N/A	163	N/A
991	MAC DISTRICTS	-			N/A	-	N/A
996	OREGON COMMUNITY FOUNDATION	244.97			N/A	60,029	N/A
999	INDIRECT COST POOL	278,836.09			N/A	3,616,179	N/A

		-					
TOTAL (290)		30,913,256.00	2,216,529.87	28,696,726.13	7%	7,900,408	26%
August 31, 2023		30,542,256.00	2,619,659.05	27,922,596.95	8.6%	7,076,310	23.2%

		BUDGET	EXPENDED	BALANCE	SPT	REVENUE	RECD
400	CAPITAL PROJECTS FUND				%		%
000	CAPITAL PROJECTS FUND				N/A		N/A
410	PHOEINIX FACILITY	22,000,000.00	77,435.17	21,922,564.83	0%	8,855,525	40%
TOTAL (400)		22,000,000.00	77,435.17	21,922,564.83	0%	8,855,525	40%
August 31, 2023		22,000,000.00	493,146.20	21,506,853.80	2%	10,558,280	48%

		BUDGET	EXPENDED	BALANCE	SPT	REVENUE	RECD
600	INTERNAL SERVICE				%		%
000	INTERNAL SERV BUDGET	-			N/A		N/A
651	SUBSTITUTE SERVICES	4,373,538.00	112,972.74	4,260,565.26	3%	(85,486)	-2%
655	WORKER'S COMP/MEDICAL	1,169,931.00	629,817.69	540,113.31	54%	2,314,068	198%
662	SB1049 - PERS	246,376.00	-	246,376.00	0%	167,177	68%
675	INTERNAL IT SUPPORT	277,900.00	-	277,900.00	0%	-	0%
694	PL OREGON	86,081.00	66,973.97	19,107.03	78%	75,428	88%
695	D P B	80,340.00	-	80,340.00	0%	-	0%
696	UNEMPLOYMENT ACCT	561,351.00	12,000.00	549,351.00	2%	878,497	156%
697	COPIES / FAX USAGE	156,976.00	7,866.36	149,109.64	5%	97,391	62%
698	ADA Services	185,680.00	226.97	185,453.03	N/A	75,250	N/A
TOTAL (600)		7,138,173.00	829,857.73	6,308,315.27	12%	3,522,326	49%
August 31, 2023		6,460,025.00	359,518.55	6,100,506.45	6%	2,656,190	41%

RECAP BY FUND	BUDGET or AWARD EST	EXPENDED	BALANCE	% SPT	REVENUE	% RECD
100 GENERAL FUND	30,267,771.00	1,688,261.99	28,579,509.01	6%	5,607,075	19%
210 SP REV - FEDERAL	15,654,757.00	1,335,854.22	14,318,902.78	9%	(33,496)	0%
290 SP REV - OTHER	30,913,256.00	2,216,529.87	28,696,726.13	7%	7,900,408	26%
400 CAPITAL PROJECTS FUND	22,000,000.00	77,435.17	21,922,564.83	0%	8,855,525	40%
600 INTERNAL SERVICE	7,138,173.00	829,857.73	6,308,315.27	12%	3,522,326	49%
TOTAL ALL FUNDS	<u>105,973,957.00</u>	<u>6,147,938.98</u>	<u>99,826,018.02</u>	6%	<u>25,851,838</u>	24%
August 31, 2023	<u>104,143,899.00</u>	<u>6,300,214.40</u>	<u>97,843,684.60</u>	6%	<u>25,255,350</u>	24%
FUND BAL - 8/31/2024	<u>19,703,899.31</u>					
August 31, 2023	<u>18,955,135.58</u>					

MEMORANDUM OF UNDERSTANDING
Between
Oregon School Employees Association, Chapter 104
and
Southern Oregon Education Service District

This Memorandum of Understanding ("MOU" or "Agreement") is effective as of the first (1st) day of July 2024, between Southern Oregon Education Service District and the Oregon School Employees Association, Chapter 104 ("the Association").

Recital

During the bargaining process between the district and the association for the 2024-2025 collective bargaining agreement, the following MOU was agreed to. This MOU shall replace all earlier MOUs regarding Sign Language Interpreter Routines.

Agreement

Routine Document.

The parties agree that the attached revised *Routine for Sign Language Interpreters with DHH Students* (hereinafter "Routine Document") sets forth the protocol for the circumstances under which a sign language interpreter ("SLI") employed by the district can be asked to perform certain tasks related to toileting and tube feeding. The parties agree that changes to the routine document shall be subject to bargaining, upon proper notice of proposed changes by the district and proper demand made by the Association.

Component School Districts

- The parties recognize that SLI's may work in classrooms and related programs located in other school districts ("component school districts"). The district does not have supervisory authority over employees in component school districts and cannot enforce the attached Routine Document on employees of component school districts.
- If a SLI is asked by an employee of a component school district to perform tasks related to toileting and tube feeding, the SLI may refer to the attached Routine Protocol in their performance (or clarification of their role in performing) such tasks, consistent with the Routine Protocol.
- A SLI who performs services in a component school district that refuses to follow the Routine Document may contact their supervisor for assistance. If contacted, the supervisor will assist the SLI by informing the component school district of the SLI's role in performing tasks related to toileting and tube feeding, as set forth in the Routine Document.

Bodily Fluid Stipend:

Any employee within the classified job Sign Language Interpreter who engages in an activity involving exposure to a student's bodily fluid(s) (an "Exposure") two (2) or more times in a single month shall be entitled to a stipend of \$150 (one-hundred-fifty-dollars) for that month. To receive the stipend, the SLJ must document the exposures by submitting a "Interpreter Bodily Fluid Stipend" form.

Routine for Sign Language Interpreters with DHH Students
Revised July 2024

1. Introduction: The goal of a sign language interpreter (“SLI”) employed by the SOESD is to provide access to education for students who are deaf and hard of hearing (“DHH) by facilitating communication.
2. DHH Team: Sign Language Interpreters are part of a team of professionals that serve K-12 DHH students. This team can include licensed teachers, educational assistants with basic sign language, sign language facilitators, and sign language interpreters. While the primary purpose of educational interpreting services is to facilitate communication access, related roles and responsibilities are often appropriate. It is not uncommon for students who are young in age, delayed in development or unfamiliar with interpreting services to require additional support directly from the SLI. Educational interpreters may be expected to support the general safety, productiveness, and operations of the school including duties that are unrelated to interpreting.
3. Routine: routine will be followed for the following tasks:
 - a. Toileting: DHH students may require assistance with toileting defined in OAR 411-015-0006(6)(c) as “cleansing after elimination, changing soiled incontinence supplies or soiled clothing, adjusting clothing to enable elimination, or cueing to prevent incontinence.”
 - i. A sign language interpreter is primarily engaged in “cueing to prevent incontinence” by communicating with a young DHH student about the need to use the bathroom.
 - ii. Exceptional Circumstance: A SLI would be the last person in the DHH team that may be called upon to assist a student with processes of toileting that include contact with body fluid.
 - iii. Order of Responsibility: The order of responsibility for toileting tasks that involve contact with bodily fluid for a student depending on available SOESD staff for the immediate situation is: (1) educational assistant with basic sign language; (2) DHH classroom teacher; (3) sign language facilitator; and (4) sign language interpreter.
 - iv. Supervisor: Sign Language Interpreters assigned to students in traditional classroom settings or classrooms operated by component school districts are not typically responsible for toileting. If a Sign Language Interpreter is asked by a component district staff member to complete duties related to toileting, they will first discuss this with the component district. If the SLI and component school district staff are not in agreement about the appropriateness of a task, the Sign Language Interpreter will complete the task, and afterwards contact their direct supervisor. The direct supervisor will be responsible for clarifying with the component district and SLI whether the assigned task is appropriate.

- b. Tube-Feeding: A sign language interpreter may be asked to receive training from a nurse to provide service to a DHH student.
 - i. Exceptional Circumstance: A SLI would be the last person in the DHH team that may be called upon to tube-feed a DHH student.
 - ii. Order of Responsibility: The order of responsibility for tube-feeding a student depending on available SOESD staff for the immediate situation is: (1) educational assistant with basic sign language; (2) DHH classroom teacher; (3) sign language facilitator; (4) a DHH student's parent or legal guardian; and (5) sign language interpreter.
 - iii. Training and nurse certification: All DHH staff must be properly trained by a nurse and certified to perform tube-feeding before that staff person may be included in the Order of Responsibility.

**MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
SOUTHERN OREGON EDUCATION SERVICE DISTRICT (District)
AND
SOUTHERN OREGON EDUCATION SERVICE DISTRICT EMPLOYEE ASSOCIATION/
SOUTHERN OREGON BARGAINING COUNCIL (Association)**

The following MOA addresses changes to Article 13 – Layoff and Recall to bring it in line with the programs in existence as of the date of this MOA.

The Parties agree to change Article 13 – Layoff and Recall to the following:

Article 13 - Layoff and Recall

The District shall determine when a layoff is necessary and which programs will be affected. However, the District agrees that such layoff shall be implemented in accordance with the following procedure: Whenever the Board determines that a layoff is necessary, it shall notify the Council. Such notice shall be in writing and shall include the specific positions to be affected, the proposed time schedule and the reasons for the proposed action. Reasons shall not be grievable. Affected employees shall be notified at least thirty (30) calendar days prior to the effective date of the layoff. In the event of school closure due to lack of funds, however, the notice shall be ten (10) calendar days.

In the implementation of a layoff or recall, the District shall consider in order:

A. **COMPLIANCE.** Since ORS 342.934 (1) states that reduction of teaching staff shall be as provided therein, the parties agree that in the event of a conflict, ambiguity or inconsistency between its provisions and the provisions of this Agreement, the statutory provisions will prevail. Where applicable, qualified teachers with cultural or linguistic expertise will be retained in accordance with ORS 342.934(4)

B. LAYOFF.

1. The District shall determine the number of positions to be reduced within the following programs.

PROGRAM: AUDIOLOGY
POSITION(S): Educational Audiologist

~~PROGRAM: ASSISTIVE TECHNOLOGY
POSITION(S): Assistive Technology Specialist~~

PROGRAM: STEPS
POSITIONS: ~~Vocational Specialist~~
Teacher - Multiple & Severe Disabilities
~~Teacher, Mentally Multiply Disabled~~
Registered Nurse
~~Transition Specialist~~

PROGRAM: REGIONAL PROGRAMS
POSITIONS: Teacher of Visually Impaired
Autism Spectrum Disorders Consultant
Physical Therapist
Occupational Therapist
Teacher of Deaf/Hard of Hearing
Board Certified Behavior Analyst (BCBA)
~~EL Therapy Specialist~~

~~PROGRAM: TECHNOLOGY AND MEDIA SERVICES
POSITIONS: Media Specialist~~

PROGRAM: PSYCHOLOGICAL SERVICES
POSITIONS: School Psychologist

PROGRAM: SCHOOL IMPROVEMENT
POSITIONS: School Improvement Specialist
~~School Improvement Technology Integration Specialist~~

PROGRAM: SPEECH
POSITIONS: Speech-Language Pathologist
Augmentative Communication Specialist
Feeding/Swallowing Specialist

PROGRAM: EARLY CHILDHOOD
POSITIONS: EI Specialist
EI/ECSE Behavior ~~Specialist~~ Consultant
EI/ECSE Evaluation Specialist
~~Lead~~ Speech Language Pathologist

PROGRAM: ELL MIGRANT ED
POSITIONS: Counselor

PROGRAM: STUDENT BEHAVIOR HEALTH & WELLNESS
POSITIONS: School Improvement Specialist
Board Certified Behavior Analyst (BCBA)
School Mental Health Interventionist
Counselor

2. Upon determination of the least senior bargaining unit member within the above-identified programs, those identified individuals will be placed in the transfer pool.
3. Persons with three (3) years or more service shall be transferred to positions within the programs listed in B (1) above provided such position is held by a person with fewer years of seniority and provided the person is qualified and endorsed to fill such position and the person replaced shall be placed in the transfer pool.

C. TRANSFER POOL

1. Every reasonable effort will be made to transfer persons identified in B above to other positions for which they are endorsed and qualified. Bargaining unit members subject to layoff shall have the right to refuse a transfer to a position outside of their current assignment area. Assignment areas are defined as: Douglas County, Jackson/Josephine Counties, and Klamath County.

2. Seniority shall be defined as length of current continuous service to the District beginning with the first paid contracted day of service. Ties shall be broken by drawing lots.
 - a. The foregoing may be modified to the extent the District determined competence and merit as the same are defined in ORS 342.934 (9) and implemented in ORS 342.934 (4).
3. The District shall be required to confer and consult with the Council representatives prior to notification of the person to be laid off; however, the final determination shall be made by the District subject to the grievance procedure of the Agreement. However the decision of the District to reduce the work force shall not be grievable, arbitrable, nor subject to an unfair labor practice complaint for breach of contract (ORS 243.672(1)(g)).

This Memorandum of Agreement shall become effective upon the signature of the parties below.

Agreed to this 9th day of September, 2024.

Southern Oregon ESD Board Chair or Vice Chair



Rep. Southern Oregon Bargaining Council

Southern Oregon ESD Superintendent



Rep. Southern Oregon ESD Licensed Association



September 18, 2024

Scott Beveridge, Superintendent
Southern Oregon Education Service District
101 N Grape Street
Medford, Oregon 97501

RE: Southern Oregon Education Service District
Construction Manager | General Contractor (CM|GC)
Phoenix Campus Project
Recommendation to Award GMP Amendment 2

Dear Scott,

After thorough review and careful consideration, we recommend that the Southern Oregon Education Service District (ESD) Board authorize the Superintendent or CFO to enter into the contract for Guaranteed Maximum Price (GMP) Amendment 2 for the Building Construction Package of the Phoenix Campus Project with Adroit Construction Company. The contract will not exceed the amount of \$19,199,676.00, pending finalization of exclusions and qualifications.

The original contract amount was \$75,000.00. Along with previous GMP amendments and change orders totaling \$2,336,009.20, this additional GMP Amendment 2 will bring the total not-to-exceed sum to \$21,610,685.20.

We request that the Southern Oregon ESD Board take formal action at the September 18, 2024, Board Meeting to delegate the authority to the Superintendent or CFO to approve GMP Amendment 2 with Adroit Construction Company, bringing the total not-to-exceed amount to \$21,610,685.20.

Should you have any questions, please feel free to reach out.

Sincerely,

Mike Freeman

Mike Freeman
Program Manager
HMK Company

Att: GMP 2 Documents

46 N Front Street, Suite 201, Medford, OR 97501 | 541.210.9845 | www.hmkco.org

**2024-2025 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
RESOLUTION 5**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF
FULL FAITH AND CREDIT OBLIGATIONS IN A PRINCIPAL AMOUNT
NOT TO EXCEED \$12,000,000 FOR THE PURPOSE OF FINANCING
REAL AND PERSONAL PROPERTY; DESIGNATING AN AUTHORIZED
REPRESENTATIVE; AND RELATED MATTERS.**

RECITALS:

- A. The Southern Oregon Education Service District, Jackson, Josephine, and Klamath Counties, Oregon (the “**District**”), is authorized by Oregon Revised Statutes (“**ORS**”) Sections 271.390, 287A.300, and 287A.315 to (i) enter into financing agreements and provide for the issuance of obligations to finance real and personal property that the District determines is needed, (ii) pledge its full faith and credit, and (iii) pay the costs of issuance of such financing agreements and obligations; and
- B. On June 28, 2024, the District entered into a Full Faith and Credit Financing Agreement with First Interstate Bank in the principal amount of \$1,365,000 (the “**Refunded Loan**”) to finance the acquisition and improvements to property located at 711 and 715 Ramsey Avenue in Grants Pass, Oregon (the “**Refunded Project**”); and
- C. The Refunded Loan is prepayable in whole, or in part, at any time with a prepayment fee of 1% of the principal amount prepaid, unless the Refunded Loan is prepaid with District cash on hand, the proceeds of a refunding loan with First Interstate Bank, and/or from the sale of the Refunded Project, in which case no prepayment fee is applied.
- D. The District has determined that certain real and personal property is needed including the Refunded Project and the construction and equipping of the Phoenix Campus Reconstruction Project and related improvements (the “**Reconstruction Project**”); and
- E. The District desires to authorize the execution and delivery of a financing agreement to refinance the Refunded Project and finance the Reconstruction Project, along with paying costs of issuance of the refinancing and the financing (collectively, the “**Projects**”) and related matters; and
- F. The estimated weighted average life of the financing agreement will not exceed the estimated dollar weighted average life of the Projects; and
- G. The District anticipates incurring expenditures (the “**Expenditures**”) to finance the costs of the Projects and wishes to declare its official intent to reimburse its general fund and/or special revenue fund(s) for any Expenditures it may make from District funds on the Projects from the proceeds of a financing agreement, the interest on which may be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SOUTHERN OREGON EDUCATION SERVICE DISTRICT, JACKSON, JOSEPHINE, AND KLAMATH COUNTIES, OREGON RESOLVES AS FOLLOWS:

Section 1. Authorization. The Council of the District hereby authorizes:

- A. Financing Agreement. The District authorizes the execution and delivery of one or more full faith and credit financing agreements (the “**Financing Agreement**”) in a form satisfactory to the Authorized Representative (defined herein). The aggregate principal amount of the Financing Agreement may not exceed \$12,000,000 and the proceeds shall be used to finance and refinance the Projects. The Financing Agreement may consist of one or more financing agreements and may be issued as taxable and/or tax-exempt obligations at true effective rates as determined by the Authorized Representative and shall mature within 20 years of the date of issuance on date(s) set by the Authorized Representative.
- B. Method of Sale. As determined by the Authorized Representative, the Financing Agreement may be entered into directly with a lender (a “**Private Placement**”) or certificates of participation, referred to as Full Faith and Credit Obligations (the “**Obligations**”) representing the principal amount payable under the Financing Agreement may be sold to an underwriter by negotiated or competitive sale (a “**Public Offering**”).
- C. Private Placement. The Financing Agreement may be evidenced by a note and may be entered into with a lender(s) as determined by the Authorized Representative.
- D. Public Offering. The Financing Agreement may be issued through a Public Offering. If the Financing Agreement is issued through a Public Offering, the District authorizes the issuance and sale the Obligations which shall be issued by the escrow agent, for and on behalf of the District, representing the principal amount payable under the Financing Agreement. The Obligations may be issued in one or more series, shall be issued at a true effective rate as determined by the Authorized Representative and shall mature on dates set by the Authorized Representative. The District authorizes the execution and delivery of one or more escrow agreements between the District and the escrow agent (the “**Escrow Agreement**”), in a form satisfactory to the Authorized Representative, pursuant to which the escrow agent shall execute the Obligations representing the principal amount payable under the Financing Agreement, and evidencing the right of the escrow agent to receive the District’s Financing Payments under the Financing Agreement.

Section 2. Security.

The Financing Agreement shall be payable from the lawfully available, non-restricted funds of the District and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the District to make payments under the Financing Agreement shall be a full faith and credit obligation of the District, not subject to annual appropriation. The Financing Agreement shall not be secured by any real or personal property of the District. The District reserves the right to issue additional full faith and credit obligations.

Section 3. Designation of Authorized Representative.

The Board of Directors of the District hereby authorizes the Superintendent or the Chief Financial Officer, or the designee of either one of them (the “**Authorized Representative**”) to act as the authorized representative on behalf of the District and determine the remaining terms of the Financing Agreement and the Obligations as delegated herein.

Section 4. Delegation of Final Terms and Additional Documents.

The Authorized Representative is authorized, on behalf of the District, to:

- A. determine the method of sale, determine the provisions of the notice of sale if sold at a competitive sale, act upon bids received, negotiate the terms of, and execute and deliver a purchase agreement if sold at a negotiated sale, and negotiate the terms of, and execute and deliver documents if privately placed with a lender.
- B. establish the maturity and interest payment dates, dated dates, principal amounts, capitalized interest (if any), optional and/or mandatory redemption provisions, interest rates, draw-down provisions, amortization schedules, covenants, fees, costs of issuance, denominations, defeasance requirements, denominations, and all other terms under which the Financing Agreement and the Obligations shall be issued, sold, executed, and delivered;
- C. negotiate the terms and approve of the Financing Agreement and the Escrow Agreement, if applicable, as the Authorized Representative determines to be in the best interest of the District, and to execute and deliver the Financing Agreement and the Escrow Agreement;
- D. deem final, approve of and authorize the distribution of the preliminary and final official statements to prospective purchasers of the Obligations;
- E. determine whether the Obligations shall be book-entry-system certificates and to take such actions as are necessary to qualify the Obligations for the book-entry system of The Depository Trust Company, including the execution of a related Blanket Issuer Letter of Representations;
- F. apply for ratings for the Obligations and determine whether to purchase municipal bond insurance or other credit enhancement, negotiate and enter into agreements with providers of credit enhancers, and expend proceeds to pay credit enhancement fees;
- G. determine if the Financing Agreement will be issued on a tax-exempt basis and/or a taxable basis; and all other terms of the Financing Agreement and approve, execute and deliver the Financing Agreement;
- H. designate the Financing Agreement and the Obligations as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Code if they qualify for such designation;
- I. approve, execute and deliver a tax exemption and nonarbitrage certificate for that portion of the Financing Agreement issued on a tax-exempt basis;

- J. approve, execute and deliver a continuing disclosure certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, §240.15c2-12) for each series of Obligations issued as a Public Offering;
- K. engage the services of any professionals, including an escrow agent, paying agent and registrar, a financial advisor, or any other service provider whose services the Authorized Representative determines are necessary or desirable for the Financing Agreement and the Obligations;
- L. determine which fund or funds are available to pay the Financing Agreement;
- M. determine if costs of issuance will be paid with proceeds of the Financing Agreement or other funds of the District;
- N. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Financing Agreement and the Obligations in accordance with this Resolution; and
- O. take any other actions which the Authorized Representative determines are necessary or desirable to finance the Projects in accordance with this Resolution.

Section 5. Preservation of Tax Exemption for Interest on Financing Agreement.

The District covenants that it will take all actions necessary to prevent interest on a tax-exempt Financing Agreement from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of a tax-exempt Financing Agreement or other funds of the District treated as proceeds of the Financing Agreement at any time during the term of the Financing Agreement which will cause interest on the Financing Agreement to be included in gross income for federal income tax purposes. The District also covenants that it will, to the extent the arbitrage rebate requirement of Section 148 of the Code, is applicable to the Financing Agreement, take all actions necessary to comply (or to be treated as having complied) with that requirement in connection with the Financing Agreement, including the calculation and payment of any penalties that the District has elected to pay as an alternative to calculating rebatable arbitrage, and the payment of any other penalties if required under Section 148 of the Code to prevent interest on the Financing Agreement from being included in gross income for federal income tax purposes.

Section 6. Conditional Notice of Optional Redemption.

Any notice of optional redemption to the escrow agent or to those who shall own the Obligations from time to time (the "Owners") may state that the optional redemption is conditional upon receipt by the escrow agent and/or Owners of moneys sufficient to pay the redemption price of such Financing Agreement and/or the Obligations or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice

of such rescission or of the failure of any such condition shall be given to affected Owners of the Financing Agreement and/or the Obligations as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Section 7. Appointment of Placement Agent/Underwriter.

The District appoints Piper Sandler & Co. as placement agent/underwriter for the issuance of the Financing Agreement and the Obligations.

Section 9. Appointment of Special Counsel.

The District appoints Foster Garvey P.C. as special counsel for the issuance of the Financing Agreement and the Obligations.

Section 10. Continuing Disclosure.

The District covenants and agrees to comply with and carry out all of the provisions of a continuing disclosure agreement which may be negotiated with an underwriter in the case of a Public Offering. Notwithstanding any other provision of this Resolution, failure by the District to comply with such continuing disclosure agreement will not constitute an event of default; however, Owners may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section and the continuing disclosure agreement.

Section 11. Preliminary and Final Official Statements.

The District may prepare or cause to be prepared a preliminary official statement for the Obligations in the case of a Public Offering, which shall be available for distribution to prospective purchasers. In addition, a final official statement may be prepared and shall be ready for delivery to the purchasers of the Obligations no later than the seventh (7th) business day after the sale of the Obligations. When the District determines that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the District.

Section 12. Defeasance.

The District may defease the Obligations by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the Obligations to be defeased, cash or direct obligations of the United States or obligations the principal of and interest on which are fully and unconditionally guaranteed by United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Obligations until their maturity date or any earlier redemption date. Obligations which have been defeased shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this resolution

except the right to receive payment from such special escrow account. The Authorized Representative is authorized to determine the defeasance terms of the Financing Agreement.

Section 13. Resolution to Constitute Contract.

In consideration of the purchase and acceptance of any or all of the Financing Agreement or the Obligations, the provisions of this Resolution shall be part of the contract of the District with the Owners and shall be deemed to be and shall constitute a contract between the District and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Financing Agreement or the Obligations and the other covenants and agreements herein set forth to be performed by or on behalf of the District shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Financing Agreement and the Obligations over any other thereof, except as expressly provided in or pursuant to this Resolution.

Section 14. Post Issuance Compliance Procedures.

The Authorized Representative is authorized to adopt, or modify existing, procedures regarding post issuance compliance related to continuing disclosure requirements pursuant to SEC Rule 15c2-12, as amended, and tax-exempt and taxable obligations of the District under Section 103(a) of the Code.

Section 15. Reimbursement.

The District hereby declares its official intent to reimburse itself with the proceeds of the Financing Agreement for any of Expenditures incurred by it prior to the issuance of the Financing Agreement.

Section 16. Effective Date.

This resolution shall take effect on the date of its adoption. This resolution is adopted by the Board of Directors of Southern Oregon Education Service District, Jackson, Josephine, and Klamath Counties, Oregon this 18th day of September 2024.

**SOUTHERN OREGON EDUCATION SERVICE DISTRICT,
JACKSON, JOSEPHINE, AND KLAMATH COUNTIES, OREGON**

By _____
Chair

ATTEST:

By _____
Secretary

Related Party Questionnaire

DATE: September 18, 2024

TO: SOESD Board Members Seated in the 2023-2024 Fiscal Year

FROM: Dan Weaver, Chief Financial Officer

RE: Related Party Questionnaire

In connection with an audit of our financial statements, please furnish answers to the following questions, sign your name, and return the questionnaire to Jessica Bach, Board Secretary, Southern Oregon Education Service District. The questionnaire is designed to obtain information about transactions between Southern Oregon Education Service District and any related parties.

Related parties include members of the governing body (city council, commissioners court, etc.); board members (board of education, zoning board, etc.); administrative officials (mayor, city manager, school superintendent, director of public works, etc.); immediate families of administrative officials, board members, and members of the governing body; and affiliated governmental units not included in the financial statements, such as a metropolitan water and sewer system.

Please answer all questions. If the answer to any question is “yes,” please explain in the space provided.

1. Have you or any related party of yours had any interest, direct or indirect, in any of the following transactions or pending or incomplete transactions since July 1, 2023 to which the Southern Oregon Education Service District was, or is to be, a party?

	YES	NO
• Sale, purchase, exchange, or leasing of property?	_____	_____
• Receiving or furnishing of goods, services, or facilities?	_____	_____
• Transfer or receipt of income or assets?	_____	_____
• Maintenance of bank balances as compensating balances for the benefit of another?	_____	_____
• Other transactions?	_____	_____

2. Have you or any related party of yours been indebted to or had a receivable from the Southern Oregon Education Service District at any time since July 1, 2023? Please exclude amounts due for ordinary travel and expense advances.

YES _____ NO _____

3. Are you aware of any other related party transactions, including side agreements, implicit or informal understandings, or other arrangements (whether oral or written), involving Southern Oregon Education Service District, or its related parties other than yourself?

YES _____ NO _____

To: Isler Medford

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Date: _____

Signature: _____

Name: _____

Title: _____