

Yoncalla School District
 BOARD OF DIRECTORS
 REGULAR MEETING
 February 16, 2022
 292 5th Street
 Yoncalla, OR 97499

Until further notice, due to COVID-19 concerns, and the meeting will be available on Facebook Live.

<https://www.facebook.com/yhseagles/>

5:30 EXECUTIVE MEETING. The Yoncalla School District 32 School Board will meet on February 16, 2022 at 5:30 PM in Executive Session under ORS 192.660(2)(a) to consider the employment of a public officer, staff member or individual agent.

6:00 PM CALL TO ORDER

I. AWARDS, RECOGNITION, CORRESPONDENCE

Students of the month

II. PUBLIC FORUM

The public is invited to share any comments they may have with the board via email. Emails should be received by 1:00 PM on February 16, 2022. Please send your comments to laurie.simlness@yoncalla.k12.or.us

III. ADJUSTMENTS TO THE AGENDA

IV. CONSENT AGENDA

- A. Minutes of the Board Meeting, January 19, 2022
- B. Accounts Payable/Funding Update
- C. 2022-2023 recommendations for Contract Actions. The Superintendent recommends that the Board approves contracts as listed below:

2022-23 LICENSED PERSONNEL ACTION

The Superintendent recommends that the Board approve contracts as listed below:

1. The following **TSPC Licensed probationary educators** are offered a one-year renewal for 2022-23 (*The year below indicates the probationary status for the 2022-23 year*):

Year 1	Year 2	Year 3
Kelly Campbell	Hannah Drennen	Cara Crosby
	Leif Forrest	Darren Crosby
	Lisa Long	
	Kristy Westbrooks	

2. The following **TSPC Licensed educators** move from *probationary 3* to *contract status* and are offered a two-year contract extension for 2022-23 & 2023-24:

Alauna Bowen	Peter James	Jessie McHaffie
Grant Pearson	Erika Way	

3. The following **TSPC Licensed contract educators** are offered a two-year contract extension for 2022-23 & 2023-24:

Megan Barber	Sasha Cameron	Pamela Ciullo
Gerald Fauci	Barbara Johnson	Alex Kilmer

Carol Robins	Paul Staudhammer	Jannelle Wilde
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4. The following TSPC Licensed *probationary administrators* move from *probationary 3* to *contract status* and are offered an initial three-year contract for 2022-23; 2023-24; & 2024-25:

Don Hakala		
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5. The following TSPC Licensed *probationary administrators* are offered a one-year renewal for 2022-23 (*The year below indicates the probationary status for the 2022-23 year*):

Year 1	Year 2	Year 3
	Chelsea Ross	

(ORS 334.125) Status of board; powers & duties

(5) The education service district board may employ and fix the compensation of such personnel as it considers necessary for carrying out duties of the board.

(ORS 342.513) Renewal or nonrenewal of contracts for following year

(2) Each district school board shall give written notice of the renewal or nonrenewal of the contract for the following school year by March 15 of each year to all teachers and administrators in its employ who are not contract teachers as defined in ORS 342.815 (Definitions for ORS 342.805 to 342.937). In case the district school board does not renew the contract, the material reason therefor shall, at the request of the teacher or administrator, be included in the records of the school district, and the board shall furnish a statement of the reason for nonrenewal to the teacher or administrator. If any district school board fails to give such notice by March 15, the contract shall be considered renewed for the following school year at a salary not less than that being received at the time of renewal. The teacher or administrator may bring an action of mandamus to compel the district school board to issue such a contract for the following school year.

(3) This section is not effective unless teachers or administrators notify the board in writing on or before April 15 of acceptance or rejection of the position for the following school year.

(ORS 342.895) Contract teacher

(4)(a) Upon recommendation of the district superintendent, the district school board may extend a contract teachers employment for a new two-year term by providing written notice to the teacher no later than March 15 of the first year of the contract. Any new contract that extends the teachers employment for a new term shall replace any prior contracts.

Please Note: A probationary employee must meet the 135 required work days in a year to continue on to the next probationary year.

V. INFORMATION ITEMS

A. Board Policies

- GBL
- IGBAF AR
- IGBAG AR
- IGBB

VI. DISCUSSION ITEM

- A. Mask Optional Discussion
- B. Open Board Meetings

VII. REPORTS

- A. High School Report
- B. Elementary School Report
- C. Dean of Students Report
- D. Financial Update
- E. Superintendent Report

VIII. ACTION ITEMS

- A. Douglas ESD Local Service Plan 2022-2023

IX. ANNOUNCEMENTS

- Next Board Meeting, March 16, 2022

X. ADJOURN

Yoncalla School District
BOARD OF DIRECTORS
REGULAR MEETING MINUTES
January 19, 2022
292 5th Street
Yoncalla, OR 97499

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<https://www.facebook.com/yhseagles/>

BOARD MEMBERS PRESENT

Cathey Grimes, Board Chair
David Anderson, Vice Chair
Eric Gustafson
Jen Bailey
Della Orcutt

ADMINISTRATION PRESENT

Brian Berry
Don Hakala
Erin Helgren
Chelsea Ross
Danielle Littlefield
Laurie Simlness
Cody Reed

PM 5:30 **CALL TO ORDER.** Chair Grimes called the meeting to order, and recessed into executive session, under ORS 192.660(2)(a), to consider the employment of a public officer, staff member or individual agent. The regular meeting was reconvened at 6:00 PM, the pledge of allegiance was conducted.

I. AWARDS, RECOGNITION, CORRESPONDENCE. Students of the were recognized.

II. PUBLIC FORUM

The public was invited to share any comments they may have with the board via email. Emails should be received by 1:00 PM on January 19, 2022, and sent to: laurie.simlness@yoncalla.k12.or.us. No comments were submitted.

III. ADJUSTMENTS TO THE AGENDA. The following adjustment was made to the agenda: Consent Agenda Item C, Hiring of Kelly Campbell as 4th grade teacher was moved to Action Items, as Action Item A.

Director Anderson made a motion to approve the agenda adjusted, Director Orcutt seconded, passed unanimously.

IV. CONSENT AGENDA

- A. Minutes of the December 19, 2021 School Board meeting
- B. Accounts payable/funding update

Director Bailey made a motion to approve the consent agenda, Director Gustafson seconded, passed unanimously.

VII. REPORTS

- A. High School Report, presented by Chelsea Ross
- B. Elementary Report, presented by Erin Helgren
- C. Dean of Students Report, presented by Chelsea Ross
- D. Financial Update, as reported by Danielle Littlefield
- E. Superintendent Report, presented by Brian Berry

VIII. ACTION ITEMS.

- A. Hiring of Kelly Campbell as 4th grade teacher
Director Bailey made a motion to approve the hiring of Kelly Campbell as 4th grade teacher, Director Orcutt seconded, passed unanimously.

IX. FUTURE DATES OF IMPORTANCE

- School Board Meeting, February 16, 2022

X. ADJOURN.

Director Gustafson made a motion to adjourn, Director Anderson seconded, passed unanimously. The meeting was adjourned at 7:31 PM.

DRAFT

**Yoncalla School District
Financial Overview
Actuals As of January 31, 2022**

GENERAL FUND						
	2020-21 Actuals	2021-2022 Adopted Budget	2021-2022		Estimated Totals	Over (Under) Budget
			YTD Actuals	Encumbrances		
Revenue						
Local Revenue:						
1111-Current Taxes	\$ 970,326	\$ 955,000	\$ 995,037	\$ 49,000	\$ 1,044,037	\$ 89,037
1112-Prior Years' Taxes	\$ 63,543	\$ 50,000	\$ 30,967	\$ 22,500	\$ 53,467	\$ 3,467
1113-County Tax Sales	\$ 7,436	\$ -	\$ -	\$ -	\$ -	\$ -
1510-Interest on Investments	\$ 13,691	\$ 20,000	\$ 5,624	\$ 5,450	\$ 11,074	\$ (8,926)
1740-Co-Curricular Fees	\$ 935	\$ 8,000	\$ 4,370	\$ 3,200	\$ 7,570	\$ (430)
1990-Miscellaneous Income	\$ 84,294	\$ 65,000	\$ 55,623	\$ 19,500	\$ 75,123	\$ 10,123
2101-County School Fund	\$ 2,773	\$ 3,500	\$ -	\$ 3,500	\$ 3,500	\$ -
2102-General ESD Funds	\$ 40,465	\$ 38,000	\$ 13,215	\$ 38,000	\$ 51,215	\$ 13,215
2199- Other immediate resources	\$ 937	\$ -	\$ 983	\$ -	\$ 983	\$ 983
State Revenue						
3101-School Support Fund	\$ 3,032,232	\$ 2,768,715	\$ 1,912,221	\$ 920,715	\$ 2,832,936	\$ 64,221
3103-Common School Fund	\$ 22,947	\$ 25,210	\$ 26,383	\$ 12,605	\$ 38,988	\$ 13,778
3299-Other Restricted Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Revenue						
4801-Federal Forest Fees	\$ 24,189	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ -
5300- Sale Comp Fixed Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 4,263,768	\$ 3,943,425	\$ 3,044,423	\$ 1,084,470	\$ 4,128,893	\$ 185,468
Total Expenditures (Below)	\$ 3,867,612	\$ 5,098,425	\$ 2,417,905	\$ 2,200,000	\$ 4,617,905	\$ (480,520)
Revenue Over (Under) Expenditures	\$ 396,156	\$ (1,155,000)	\$ 626,518	\$ (1,115,530)	\$ (489,012)	\$ 665,988
Beginning Fund Balance	\$ 1,314,266	\$ 1,600,000	\$ 1,710,422	\$ -	\$ 1,710,422	\$ 110,422
Ending Fund Balance	\$ 1,710,422	\$ 445,000	\$ 2,336,939	\$ (1,115,530)	\$ 1,221,409	\$ 776,409
Expenditures By Function						
Instruction	\$ 1,988,843	\$ 2,252,512	\$ 971,356	\$ 1,275,000	\$ 2,246,356	\$ (6,156)
Support Services	\$ 1,754,825	\$ 1,905,913	\$ 1,011,549	\$ 865,000	\$ 1,876,549	\$ (29,364)
Enterprise & Community Service	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ -
Transfers	\$ 123,944	\$ 485,000	\$ 435,000	\$ 50,000	\$ 485,000	\$ -
Contingency	\$ -	\$ 445,000	\$ -	\$ -	\$ -	\$ (445,000)
Totals by Function	\$ 3,867,612	\$ 5,098,425	\$ 2,417,905	\$ 2,200,000	\$ 4,617,905	\$ (480,520)

Actuals Through: January 31, 2022		Actuals											
Revenue		JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB				
1111	CURRENT YEAR'S TAXES	\$0.00	\$0.00	\$0.00	\$0.00	\$877,589.30	\$45,850.47	\$71,597.49	\$5,000.00				
1112	PRIOR YEAR'S TAXES	\$6,428.64	\$5,083.63	\$5,181.63	\$3,640.17	\$5,625.08	\$766.84	\$4,240.88	\$9,000.00				
1113	COUNTY TAX SALES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
1510	INTERST ON INVESTMENTS	\$805.89	\$903.28	\$908.15	\$708.35	\$646.23	\$756.30	\$895.68	\$1,250.00				
1740	CO-CURRICULAR FEES	\$0.00	\$0.00	\$1,160.00	\$1,210.00	\$0.00	\$0.00	\$2,000.00	\$1,200.00				
1990	MISCELLANEOUS	\$34,422.25	\$0.00	\$0.00	\$12,090.18	\$7,904.73	\$584.40	\$621.68	\$0.00				
2101	COUNTY SCHOOL FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
2102	GENERAL ESD FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	\$13,215.00	\$0.00	\$0.00	\$12,500.00				
2199	OTHER IMMEDIATE RESOURCES	\$0.00	\$642.37	\$0.00	\$0.00	\$340.16	\$0.00	\$0.00	\$0.00				
3101	SSF - GENERAL SUPPORT	\$473,808.00	\$236,762.00	\$236,762.00	\$236,762.00	\$242,709.00	\$242,709.00	\$242,709.00	\$230,715.00				
3103	COMMON SCHOOL FUND	\$12,281.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,101.93	\$12,605.00				
3299	RESTRICTED GRANTS-IN-AID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
4801	FEDERAL FOREST FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
5300	SALE/COMP FIXED ASSETS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
5400	BEGINNING FUND BAL	\$1,710,421.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
	Total Monthly Revenue	\$2,238,167.57	\$243,391.28	\$244,011.78	\$254,410.70	\$1,148,029.50	\$290,667.01	\$336,166.66	\$272,270.00				
Expenditures by Function													
1000	INSTRUCTION	(\$977.20)	(\$143,945.39)	(\$162,701.82)	(\$170,881.37)	(\$153,157.16)	(\$180,707.33)	(\$158,985.66)	(\$200,000.00)				
2000	SUPPORT SERVICES	(\$170,730.15)	(\$88,287.44)	(\$169,329.78)	(\$157,586.04)	(\$113,289.98)	(\$173,608.28)	(\$128,117.57)	(\$200,000.00)				
3000	Enterprise & Community Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$10,000.00)				
5000	TRANSFERS	\$0.00	\$0.00	\$0.00	\$0.00	(\$435,000.00)	\$0.00	\$0.00	(\$50,000.00)				
6000	CONTINGENCIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
7000	UNAPPROP ENDING BAL												
	Total Monthly Expenditures	(\$171,707.35)	(\$242,232.83)	(\$332,631.60)	(\$328,467.41)	(\$701,447.14)	(\$354,315.61)	(\$287,103.23)	(\$460,000.00)				
	Ending Balance	\$2,066,460.22	\$1,158.45	(\$88,619.82)	(\$74,056.71)	\$446,582.36	(\$63,648.60)	\$49,063.43	(\$187,730.00)				

ESTIMATES									
MAR	APR	MAY	JUNE	BUDGET ORIGINAL	YTD Actual	YTD Est.	YTD Adj + Act. + Est.		
\$19,000.00	\$4,000.00	\$2,000.00	\$19,000.00	\$955,000.00	\$995,037.26	\$49,000.00	\$1,044,037.26		
\$1,000.00	\$2,000.00	\$7,000.00	\$3,500.00	\$50,000.00	\$30,966.87	\$22,500.00	\$53,466.87		
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
\$1,000.00	\$1,000.00	\$1,200.00	\$1,000.00	\$20,000.00	\$5,623.88	\$5,450.00	\$11,073.88		
\$1,200.00	\$415.00	\$360.00	\$25.00	\$8,000.00	\$4,370.00	\$3,200.00	\$7,570.00		
\$0.00	\$14,500.00	\$1,000.00	\$4,000.00	\$65,000.00	\$55,623.24	\$19,500.00	\$75,123.24		
\$0.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00		
\$0.00	\$12,500.00	\$13,000.00	\$0.00	\$38,000.00	\$13,215.00	\$38,000.00	\$51,215.00		
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$982.53	\$0.00	\$982.53		
\$230,000.00	\$230,000.00	\$230,000.00	\$0.00	\$2,768,715.00	\$1,912,221.00	\$920,715.00	\$2,832,936.00		
\$0.00	\$0.00	\$0.00	\$0.00	\$25,210.00	\$26,383.13	\$12,605.00	\$38,988.13		
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00		
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
\$0.00	\$0.00	\$0.00	\$0.00	\$1,600,000.00	\$1,710,421.59	\$0.00	\$1,710,421.59		
\$252,200.00	\$264,415.00	\$268,060.00	\$27,525.00	\$5,543,425.00	\$4,754,844.50	\$1,084,470.00	\$5,839,314.50		
(\$175,000.00)	(\$200,000.00)	(\$200,000.00)	(\$500,000.00)	(\$2,252,512.00)	(\$971,355.93)	(\$1,275,000.00)	(\$2,246,355.93)		
(\$125,000.00)	(\$155,000.00)	(\$165,000.00)	(\$220,000.00)	(\$1,905,913.00)	(\$1,011,549.24)	(\$865,000.00)	(\$1,876,549.24)		
\$0.00	\$0.00	\$0.00	\$0.00	(\$10,000.00)	\$0.00	(\$10,000.00)	(\$10,000.00)		
\$0.00	\$0.00	\$0.00	\$0.00	(\$485,000.00)	(\$435,000.00)	(\$50,000.00)	(\$485,000.00)		
\$0.00	\$0.00	\$0.00	\$0.00	(\$445,000.00)	\$0.00	\$0.00	\$0.00		
				(\$445,000.00)	\$0.00	\$0.00	\$0.00		
(\$300,000.00)	(\$355,000.00)	(\$365,000.00)	(\$720,000.00)	(\$5,543,425.00)	(\$2,417,905.17)	(\$2,200,000.00)	(\$4,617,905.17)		
(\$47,800.00)	(\$90,585.00)	(\$96,940.00)	(\$692,475.00)						
End Fund Balance							\$1,221,409.33		

Yoncalla School District #32

***** BOARD REPORT APPROPRIATIONS*****

Fiscal Year: 2021-2022

From Date: 1/1/2022

To Date: 1/31/2022

- Subtotal by Collapse Mask
 Include pre encumbrance
 Print accounts with zero balance
 Filter Encumbrance Detail by Date Range
 Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
100.0000.0000.000.000.000.00	UNDESIGNATED	(\$5,543,425.00)	(\$287,103.23)	(\$2,417,905.17)	(\$3,125,519.83)	\$0.00	(\$3,125,519.83)	56.38%
100.1000.0000.000.000.000.00	UNDESIGNATED	\$2,252,512.00	\$158,985.66	\$971,355.93	\$1,281,156.07	\$884,455.24	\$396,700.83	17.61%
100.2000.0000.000.000.000.00	UNDESIGNATED	\$1,905,913.00	\$128,117.57	\$1,011,549.24	\$894,363.76	\$864,093.30	\$30,270.46	1.59%
100.3000.0000.000.000.000.00	UNDESIGNATED	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	100.00%
100.5000.0000.000.000.000.00	UNDESIGNATED	\$485,000.00	\$0.00	\$435,000.00	\$50,000.00	\$0.00	\$50,000.00	10.31%
100.6000.0000.000.000.000.00	UNDESIGNATED	\$445,000.00	\$0.00	\$0.00	\$445,000.00	\$0.00	\$445,000.00	100.00%
100.7000.0000.000.000.000.00	UNDESIGNATED	\$445,000.00	\$0.00	\$0.00	\$445,000.00	\$0.00	\$445,000.00	100.00%
	FUND: GENERAL FUND - 100	\$0.00	\$0.00	\$0.00	\$0.00	\$1,748,548.54	(\$1,748,548.54)	0.00%
	Grand Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$1,748,548.54	(\$1,748,548.54)	0.00%

End of Report

Yoncalla School District #32

***** BOARD REPORT EOM-Revenues*****

From Date: 1/1/2022 To Date: 1/31/2022

Fiscal Year: 2021-2022

- Subtotal by Collapse Mask
 Include pre encumbrance
 Print accounts with zero balance
 Filter Encumbrance Detail by Date Range
 Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
100.0000.1111.000.000.000.00	CURRENT YEAR TAXES	(\$955,000.00)	(\$71,597.49)	(\$995,037.26)	\$40,037.26	\$0.00	\$40,037.26	-4.19%
100.0000.1112.000.000.000.00	PRIOR YEARS' TAXES	(\$50,000.00)	(\$4,240.88)	(\$30,966.87)	(\$19,033.13)	\$0.00	(\$19,033.13)	38.07%
100.0000.1510.000.000.000.00	EARNINGS ON INVESTMENTS	(\$20,000.00)	(\$895.68)	(\$5,623.88)	(\$14,376.12)	\$0.00	(\$14,376.12)	71.88%
100.0000.1740.000.000.000.00	CO-CURRICULAR FEES	(\$8,000.00)	(\$2,000.00)	(\$4,370.00)	(\$3,630.00)	\$0.00	(\$3,630.00)	45.38%
100.0000.1990.000.000.000.00	MISC. LOCAL SOURCES	(\$65,000.00)	(\$621.68)	(\$55,623.24)	(\$9,376.76)	\$0.00	(\$9,376.76)	14.43%
100.0000.2101.000.000.000.00	COUNTY SCHOOL FUND	(\$3,500.00)	\$0.00	\$0.00	(\$3,500.00)	\$0.00	(\$3,500.00)	100.00%
100.0000.2102.000.000.000.00	GENERAL ESD FUNDS	(\$38,000.00)	\$0.00	(\$13,215.00)	(\$24,785.00)	\$0.00	(\$24,785.00)	65.22%
100.0000.2199.000.000.000.00	OTHER INTERMEDIATE SOURCES	\$0.00	\$0.00	(\$982.53)	\$982.53	\$0.00	\$982.53	0.00%
100.0000.3101.000.000.000.00	SCHOOL SUPPORT FUND	(\$2,768,715.00)	(\$242,709.00)	(\$1,912,221.00)	(\$856,494.00)	\$0.00	(\$856,494.00)	30.93%
100.0000.3103.000.000.000.00	COMMON SCHOOL FUND	(\$25,210.00)	(\$14,101.93)	(\$26,383.13)	\$1,173.13	\$0.00	\$1,173.13	-4.65%
100.0000.4801.000.000.000.00	FEDERAL FOREST FEES	(\$10,000.00)	\$0.00	\$0.00	(\$10,000.00)	\$0.00	(\$10,000.00)	100.00%
100.0000.5400.000.000.000.00	BEGINNING FUND BALANCE-GENERAL FUND: GENERAL FUND - 100	(\$1,600,000.00)	\$0.00	(\$1,710,421.59)	\$110,421.59	\$0.00	\$110,421.59	-6.90%
		(\$5,543,425.00)	(\$336,166.66)	(\$4,754,844.50)	(\$788,580.50)	\$0.00	(\$788,580.50)	14.23%
201.0000.3299.000.000.000.00	OTHER RESTRICTED GRANTS-IN-AID	(\$124,000.00)	\$0.00	(\$7,827.87)	(\$116,172.13)	\$0.00	(\$116,172.13)	93.69%
201.0000.4501.000.000.000.00	ESSER REVENUE	(\$1,561,000.00)	(\$361,322.53)	(\$408,071.36)	(\$1,152,928.64)	\$0.00	(\$1,152,928.64)	73.86%
201.0000.5400.000.000.000.00	ESSER - BEGINNING FUND BALANCE FUND: ESSER - 201	\$0.00	\$0.00	(\$20,313.84)	\$20,313.84	\$0.00	\$20,313.84	0.00%
		(\$1,685,000.00)	(\$361,322.53)	(\$436,213.07)	(\$1,248,786.93)	\$0.00	(\$1,248,786.93)	74.11%
202.0000.1510.000.000.000.00	INTEREST ON INVESTMENTS	(\$1,000.00)	(\$8.04)	(\$61.05)	(\$938.95)	\$0.00	(\$938.95)	93.90%
202.0000.5200.000.000.000.00	TRANSFER FROM GENERAL FUND	(\$435,000.00)	\$0.00	(\$435,000.00)	\$0.00	\$0.00	\$0.00	0.00%
202.0000.5400.000.000.000.00	BEGINNING FUND BALANCE-BLDG IM FUND: BLDG IMP/REPR - 202	(\$15,000.00)	\$0.00	(\$24,496.35)	\$9,496.35	\$0.00	\$9,496.35	-63.31%
		(\$451,000.00)	(\$8.04)	(\$459,557.40)	\$8,557.40	\$0.00	\$8,557.40	-1.90%
206.0000.1610.000.000.000.00	DAILY SALES - LUNCH	\$0.00	\$0.00	(\$204.50)	\$204.50	\$0.00	\$204.50	0.00%
206.0000.3102.000.000.000.00	SCHOOL SUPPORT LUNCH MATCH	(\$900.00)	\$0.00	\$0.00	(\$900.00)	\$0.00	(\$900.00)	100.00%
206.0000.3299.000.000.000.00	NATL SCHOOL LUNCH REIMBURSEME	\$0.00	(\$499.75)	(\$2,558.30)	\$2,558.30	\$0.00	\$2,558.30	0.00%
206.0000.4504.000.000.000.00	NATL SCHOOL BREAKFAST REIMB	(\$120,000.00)	(\$3,831.65)	(\$38,145.01)	(\$81,854.99)	\$0.00	(\$81,854.99)	68.21%
206.0000.4505.000.000.000.00	NATL SCHOOL LUNCH REIMBURSEME	(\$200,000.00)	(\$7,785.96)	(\$66,561.64)	(\$133,438.36)	\$0.00	(\$133,438.36)	66.72%
206.0000.4910.000.000.000.00	USDA COMMODITIES	(\$5,000.00)	\$0.00	\$0.00	(\$5,000.00)	\$0.00	(\$5,000.00)	100.00%
206.0000.5200.000.000.000.00	INTERFUND TRANSFER	(\$15,000.00)	\$0.00	\$0.00	(\$15,000.00)	\$0.00	(\$15,000.00)	100.00%
206.0000.5400.000.000.000.00	BEGINNING FUND BALANCE-FOOD SE FUND: FOOD SERVICES - 206	(\$20,000.00)	\$0.00	(\$34,111.11)	\$14,111.11	\$0.00	\$14,111.11	-70.56%
		(\$360,900.00)	(\$12,117.36)	(\$141,580.56)	(\$219,319.44)	\$0.00	(\$219,319.44)	60.77%
208.0000.1510.000.000.000.00	INTEREST ON INVESTMENTS	(\$295.00)	(\$14.30)	(\$108.61)	(\$186.39)	\$0.00	(\$186.39)	63.18%
208.0000.5400.000.000.000.00	BEGINNING FUND BALANCE-UNEMPL FUND: UNEMPLOYMENT RESERVE - 208	(\$67,000.00)	\$0.00	(\$64,108.30)	(\$2,891.70)	\$0.00	(\$2,891.70)	4.32%
		(\$67,295.00)	(\$14.30)	(\$64,216.91)	(\$3,078.09)	\$0.00	(\$3,078.09)	4.57%
209.0000.1510.000.000.000.00	INTEREST ON INVESTMENTS	(\$1,100.00)	(\$54.00)	(\$410.12)	(\$689.88)	\$0.00	(\$689.88)	62.72%
209.0000.1970.000.000.000.00	PERS RESERVE	(\$22,000.00)	(\$1,722.67)	(\$10,579.71)	(\$11,420.29)	\$0.00	(\$11,420.29)	51.91%
209.0000.5400.000.000.000.00	BEGINNING FUND BALANCE FUND: PERS RESERVE - 209	(\$176,235.00)	\$0.00	(\$162,668.76)	(\$13,566.24)	\$0.00	(\$13,566.24)	7.70%
		(\$199,335.00)	(\$1,776.67)	(\$173,658.59)	(\$25,676.41)	\$0.00	(\$25,676.41)	12.88%
210.0000.1760.000.000.000.00	CLUB FUNDRAISING	(\$105,000.00)	\$0.00	\$0.00	(\$105,000.00)	\$0.00	(\$105,000.00)	100.00%
210.0000.5400.000.000.000.00	BEGINNING FUND BALANCE-STUDENT FUND: STUDENT BODY - 210	(\$40,000.00)	\$0.00	(\$39,461.75)	(\$538.25)	\$0.00	(\$538.25)	1.35%
		(\$145,000.00)	\$0.00	(\$39,461.75)	(\$105,538.25)	\$0.00	(\$105,538.25)	72.79%
211.0000.5200.000.000.000.00	INTERFUND TRANSFER	(\$35,000.00)	\$0.00	\$0.00	(\$35,000.00)	\$0.00	(\$35,000.00)	100.00%
211.0000.5400.000.000.000.00	BEGINNING FUND BALANCE-TECHNO FUND: TECHNOLOGY FUND - 211	(\$5,000.00)	\$0.00	(\$25,537.21)	\$20,537.21	\$0.00	\$20,537.21	-410.74%
		(\$40,000.00)	\$0.00	(\$25,537.21)	(\$14,462.79)	\$0.00	(\$14,462.79)	36.16%

Yoncalla School District #32

***** BOARD REPORT EOM-Revenues*****

From Date: 1/1/2022 To Date: 1/31/2022

Fiscal Year: 2021-2022

- Subtotal by Collapse Mask
 Include pre encumbrance
 Print accounts with zero balance
 Filter Encumbrance Detail by Date Range
 Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
251.0000.3299.000.000.000.00	OTHER RESTRICT GRANTS - SIA	(\$248,000.00)	\$0.00	\$0.00	(\$248,000.00)	\$0.00	(\$248,000.00)	100.00%
251.0000.5400.000.000.000.00	BEGINNING FUND BALANCE	\$0.00	\$0.00	(\$52,715.99)	\$52,715.99	\$0.00	\$52,715.99	0.00%
	FUND: STUDENT INVESTMENT ACCOUNT - 251	(\$248,000.00)	\$0.00	(\$52,715.99)	(\$195,284.01)	\$0.00	(\$195,284.01)	78.74%
280.0000.3299.000.000.000.00	PROMISE PRESCHOOL GRANT	(\$366,000.00)	(\$87,372.58)	(\$136,920.97)	(\$229,079.03)	\$0.00	(\$229,079.03)	62.59%
280.0000.5400.000.000.000.00	BEGINNING FUND BALANCE	\$0.00	\$0.00	(\$5,147.84)	\$5,147.84	\$0.00	\$5,147.84	0.00%
	FUND: PROMISE PRESCHOOL - 280	(\$366,000.00)	(\$87,372.58)	(\$142,068.81)	(\$223,931.19)	\$0.00	(\$223,931.19)	61.18%
281.0000.1920.000.000.000.00	CONTRIBUTIONS/PRIVATE	(\$115,000.00)	\$0.00	(\$9,500.00)	(\$105,500.00)	\$0.00	(\$105,500.00)	91.74%
281.0000.3299.000.000.000.00	OTHER RESTRICTED GRANTS-IN-AID	(\$250,000.00)	(\$30,863.04)	(\$109,049.94)	(\$140,950.06)	\$0.00	(\$140,950.06)	56.38%
281.0000.4510.000.000.000.00	ESSA	(\$55,000.00)	\$0.00	(\$2,965.22)	(\$52,034.78)	\$0.00	(\$52,034.78)	94.61%
281.0000.5400.000.000.000.00	BEGINNING FUND BALANCE-SPECIAL	(\$54,650.00)	\$0.00	(\$61,824.84)	\$7,174.84	\$0.00	\$7,174.84	-13.13%
	FUND: SPECIAL PROJECTS - 281	(\$474,650.00)	(\$30,863.04)	(\$183,340.00)	(\$291,310.00)	\$0.00	(\$291,310.00)	61.37%
286.0000.4590.000.000.000.00	FED VIA ST-TITLE I (A)	(\$140,000.00)	(\$27,238.03)	(\$42,967.61)	(\$97,032.39)	\$0.00	(\$97,032.39)	69.31%
	FUND: TITLE I (A) - 286	(\$140,000.00)	(\$27,238.03)	(\$42,967.61)	(\$97,032.39)	\$0.00	(\$97,032.39)	69.31%
289.0000.4590.000.000.000.00	FED REV VIA STATE	(\$16,000.00)	(\$200.00)	(\$200.00)	(\$15,800.00)	\$0.00	(\$15,800.00)	98.75%
	FUND: REAP/SRSA - 289	(\$16,000.00)	(\$200.00)	(\$200.00)	(\$15,800.00)	\$0.00	(\$15,800.00)	98.75%
290.0000.4506.000.000.000.00	PERKINS II VOCATIONAL GRANT	(\$4,000.00)	\$0.00	(\$1,048.15)	(\$2,951.85)	\$0.00	(\$2,951.85)	73.80%
	FUND: PERKINS GRANT - 290	(\$4,000.00)	\$0.00	(\$1,048.15)	(\$2,951.85)	\$0.00	(\$2,951.85)	73.80%
296.0000.4590.000.000.000.00	FED REV VIA STATE	(\$85,000.00)	(\$18,180.00)	(\$23,147.59)	(\$61,852.41)	\$0.00	(\$61,852.41)	72.77%
	FUND: IDEA - 296	(\$85,000.00)	(\$18,180.00)	(\$23,147.59)	(\$61,852.41)	\$0.00	(\$61,852.41)	72.77%
297.0000.4590.000.000.000.00	TITLE II REVENUE	(\$32,000.00)	(\$9,748.78)	(\$15,034.06)	(\$16,965.94)	\$0.00	(\$16,965.94)	53.02%
297.0000.5400.000.000.000.00	BEGINNING FUND BALANCE	(\$15,700.00)	\$0.00	(\$15,696.29)	(\$3.71)	\$0.00	(\$3.71)	0.02%
	FUND: TITLE II (A) - 297	(\$47,700.00)	(\$9,748.78)	(\$30,730.35)	(\$16,969.65)	\$0.00	(\$16,969.65)	35.58%
298.0000.4300.000.000.000.00	INDIAN EDUCATION GRANT	(\$19,000.00)	(\$6,489.36)	(\$8,131.38)	(\$10,868.62)	\$0.00	(\$10,868.62)	57.20%
	FUND: INDIAN EDUCATION GRANT - 298	(\$19,000.00)	(\$6,489.36)	(\$8,131.38)	(\$10,868.62)	\$0.00	(\$10,868.62)	57.20%
700.0000.1510.000.000.000.00	INTEREST ON INVESTMENTS	(\$75.00)	(\$3.37)	(\$25.57)	(\$49.43)	\$0.00	(\$49.43)	65.91%
700.0000.1920.000.000.000.00	CONTRIBUTIONS & DONATIONS	(\$1,000.00)	\$0.00	(\$2,500.00)	\$1,500.00	\$0.00	\$1,500.00	-150.00%
700.0000.5400.000.000.000.00	BEGINNING FUND BALANCE-SCHOLAF	(\$15,000.00)	\$0.00	(\$20,146.09)	\$5,146.09	\$0.00	\$5,146.09	-34.31%
	FUND: SCHOLARSHIP - 700	(\$16,075.00)	(\$3.37)	(\$22,671.66)	\$6,596.66	\$0.00	\$6,596.66	-41.04%
Grand Total:		(\$9,908,380.00)	(\$891,500.72)	(\$6,602,091.53)	(\$3,306,288.47)	\$0.00	(\$3,306,288.47)	33.37%

End of Report

OSBA Model Sample Policy

Code: GBL
Adopted:

Personnel Records *

An official personnel file will be established for each person employed by the district. Personnel files will be maintained in a central location.

All records containing employee medical condition information such as workers' compensation reports and release or permission to return to work forms will be kept confidential, in a separate file from personnel records. Such records will be released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

The superintendent will be responsible for establishing procedures regarding the control, use, safety and maintenance of all personnel records. Employees will be given a copy of evaluations, complaints and written disciplinary actions placed in their personnel file. All charges resulting in disciplinary action shall be considered a permanent part of a teacher's personnel file and shall not be removed for any reason. Employees may submit a written response to any materials placed in their personnel file.

Except as provided below, or required by law, district employees'¹ personnel records will be available for use and inspection only by the following:

1. The individual employee. An employee may arrange with the [personnel] office to inspect the contents of their personnel file on any day the [personnel] office is open for business;
2. Others designated by the employee in writing may arrange to inspect the contents of the employee's personnel file in the same manner described above;
3. The comptroller or auditor, when such inspection is pertinent to carrying out their respective duties, or as otherwise specifically authorized by the Board. Information so obtained will be kept confidential. No files will be removed from their central location for personal inspection;
4. A Board member when specifically authorized by the Board. Information will be kept confidential. No files will be removed from their central location for personal inspection;
5. The superintendent and members of the central administrative staff designated by the superintendent;
6. District administrators and supervisors who currently or prospectively supervise the employee;
7. [Employees of the personnel office];
8. Attorneys for the district or the district's designated representative on matters of district business;
9. Upon receiving a request from a prospective employer issued under Oregon Revised Statute (ORS) 339.374(1)(b), the district, pursuant to ORS 339.378(1), shall disclose the requested information if it

¹ Includes former employees.

has or has had an employment relationship with a person who is the subject of the request, no later than 20 days after receiving such request. The records created by the district pursuant to Oregon Revised Statute (ORS) 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);

10. Upon request from a law enforcement agency, the Oregon Department of Human Services, the Teacher Standards and Practices Commission, or the Oregon Department of Education, in conducting an investigation related to suspected abuse or suspected sexual conduct, to the extent allowable by state and federal law, including laws protecting a person from self-incrimination;
11. Upon request from a prospective employer or a former employee, authorized district officials may disclose information about a former employee's job performance to a prospective employer and such disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was knowingly false or deliberately misleading, was rendered with malicious purpose or violated any civil right of the former employee protected under ORS 659 or ORS 659A.

The superintendent may permit persons other than those specified above to use and to inspect personnel records when, in their opinion, the person requesting access has a legitimate official purpose. The superintendent will determine in each case, the appropriateness and extent of such access.

Release of personnel records to parties other than those listed above, will be in line with [the district's public records procedures] [Board policy KBA - Public Records]. [The district will attempt to notify the employee of the request and that the district believes it is legally required to disclose certain records.]

END OF POLICY

Legal Reference(s):

[ORS 30.178](#)
[ORS 339.370 – 339.374](#)
[ORS 339.378](#)
[ORS 339.388](#)

[ORS 342.143](#)
[ORS 342.850](#)
[ORS 652.750](#)
[ORS Chapter 659](#)

[ORS Chapter 659A](#)
[OAR 581-022-2405](#)

OSEA v. Lake County Sch. District, 93 Or. App. 481 (1988).

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).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. § 2000ff-1 (2018).

OSBA Model Sample Policy

Code: IGBAF-AR

Adopted:

Special Education - Individualized Education Program (IEP)**

1. General IEP Information

- a. The district ensures that an IEP is in effect for each eligible student:
 - (1) Before special education and related services are provided to a student;
 - (2) At the beginning of each school year for each student with a disability for whom the district is responsible; and
 - (3) Before the district implements all the special education and related services, including program modifications, supports and/or supplementary aids and services, as identified on the IEP.
- b. The district uses:
 - (1) The Oregon standard IEP; or
 - (2) An IEP form that has been approved by the Oregon Department of Education.
- c. The district develops and implements all provisions of the IEP as soon as possible following the IEP meeting.
- d. The IEP will be accessible to each of the student's regular education teacher(s), the student's special education teacher(s) and the student's related services provider(s) and other service provider(s).
- e. The district takes steps to ensure that parent(s) are present at each IEP meeting or have the opportunity to participate through other means.
- f. The district ensures that each teacher and service provider is informed of:
 - (1) Their specific responsibilities for implementing the IEP specific accommodations, modifications and/or supports that must be provided for, or on behalf of the student; and
 - (2) Their responsibility to fully implement the IEP including any amendments the district and parents agreed to make between annual reviews.

The district takes whatever action is necessary to ensure that parents understand the proceedings of the IEP team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.

- g. The district provides a copy of the IEP to the parents at no cost.

2. IEP Meetings

- a. The district conducts IEP meetings within 30 calendar days of the determination that the student is eligible for special education and related services.

- b. The district convenes IEP meetings for each eligible student periodically, but not less than once per year.
- c. At IEP meetings, the team reviews and revises the IEP to address any lack of expected progress toward annual goals and in the general curriculum, new evaluation data or new information from the parent(s), the student's anticipated needs, or the need to address other matters.
- d. Between annual IEP meetings, the district and the parent(s) may amend or modify the student's current IEP without convening an IEP team meeting using the procedures in the Agreement to Amend or Modify IEP subsection.
- e. When the parent(s) requests a meeting, the district will either schedule a meeting within a reasonable time or provide timely written prior notice of the district's refusal to hold a meeting.
- f. If an agency other than the district fails to provide agreed upon transition services contained in the IEP, the district convenes an IEP meeting to plan alternative strategies to meet the transition objectives and, if necessary, to revise the IEP.

3. IEP Team Members

- a. The district's IEP team members include the following:
 - (1) The student's parent(s);
 - (2) The student, if the purpose of the IEP meeting is to consider the student's postsecondary goals and transition services (beginning for IEPs in effect at age 16), or for younger students, when appropriate;
 - (3) At least one of the student's special education teachers or, if appropriate, at least one of the student's special education providers;
 - (4) At least one of the student's regular education teachers if the student is or may be participating in the regular education environment. If the student has more than one regular education teacher, the district will determine which teacher or teachers will participate;
 - (5) A representative of the district (who may also be another member of the team) who is qualified to provide or supervise the provision of special education and is knowledgeable about district resources. The representative of the district will have the authority to commit district resources and be able to ensure that all services identified in the IEP can be delivered;
 - (6) An individual, who may also be another member of the team, who can interpret the instructional implications of the evaluation results; and
 - (7) At the discretion of the parent or district, other persons who have knowledge or special expertise regarding the student.
- b. Student participation:
 - (1) Whenever appropriate, the student with a disability is a member of the team.
 - (2) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, the district includes the student in the IEP team meeting.
 - (3) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, and the student does not attend the meeting, the

district will take other steps to consider the student's preferences and interests in developing the IEP.

c. Participation by other agencies:

- (1) With parent or adult student written consent, and where appropriate, the district invites a representative of any other agency that is likely to be responsible for providing or paying for transition services if the purpose of the IEP meeting includes the consideration of transition services (beginning at age 16, or younger if appropriate); and
- (2) If the district refers or places a student in an education service district, state-operated program, private school or other educational program, IEP team membership includes a representative from the appropriate agencies. Participation may consist of attending the meeting, conference call or participating through other means.

4. Agreement for Nonattendance and Excusal

- a. The district and the parent may consent to excuse an IEP team member from attending an IEP meeting, in whole or in part, when the meeting involves a discussion or modification of team member's area of curriculum or service. The district designates specific individuals to authorize excusal of IEP team members.
- b. If excusing an IEP team member whose area is to be discussed at an IEP meeting, the district ensures:
 - (1) The parent and the district consent in writing to the excusal;
 - (2) The team member submits written input to the parents and other members of the IEP team before the meeting; and
 - (3) The parent is informed of all information related to the excusal in the parent's native language or other mode of communication according to consent requirements.

5. IEP Content

- a. In developing the IEP, the district considers the student's strengths, the parent's concerns, the results of the initial or most recent evaluation, and the academic, developmental and functional needs of the student.
- b. The district ensures that IEPs for each eligible student includes:
 - (1) A statement of the student's present levels of academic achievement and functional performance that:
 - (a) Includes a description of how the disability affects the progress and involvement in the general education curriculum;
 - (b) Describes the results of any evaluations conducted, including functional and developmental information;
 - (c) Is written in language that is understood by all IEP team members, including parents;
 - (d) Is clearly linked to each annual goal statement;
 - (e) Includes a description of benchmarks or short-term objectives for children with disabilities who take alternative assessments aligned to alternate achievement standards.

- (2) A statement of measurable annual goals, including academic and functional goals, or for students whose performance is measured by alternate assessments aligned to alternate achievement standard, statements of measurable goals and short-term objectives. The goals and, if appropriate, objectives:
 - (a) Meet the student’s needs that are present because of the disability, or because of behavior that interferes with the student’s ability to learn, or impedes the learning of other students;
 - (b) Enable the student to be involved in and progress in the general curriculum, as appropriate; and
 - (c) Clearly describe the anticipated outcomes, including intermediate steps, if appropriate, that serve as a measure of progress toward the goal.

- (3) A statement of the special education services, related services, supplementary aids and services that the district provides to the student:
 - (a) The district bases special education and related services, modifications and supports on peer-reviewed research to the extent practicable to assist students in advancing toward goals, progressing in the general curriculum and participating with other students (including those without disabilities), in academic, nonacademic and extracurricular activities.
 - (b) Each statement of special education services, related or supplementary services, aids, modifications or supports includes a description of the inclusive dates, amount or frequency, location and who is responsible for implementation.

- (4) A statement of the extent, if any, to which the student will not participate with nondisabled students in regular academic, nonacademic and extracurricular activities.
- (5) A statement of any individual modifications and accommodations in the administration of state or districtwide assessments of student achievement.
 - (a) A student will not be exempt from participation in state or districtwide assessment because of a disability unless the parent requests an exemption;
 - (b) If the IEP team determines that the student will take the alternate assessment instead of the regular statewide or a districtwide assessment, a statement of why the student cannot participate in the regular assessment and why the alternate assessment is appropriate for the student.

- (6) A statement describing how the district will measure student’s progress toward completion of the annual goals and when periodic reports on the student’s progress toward the annual goals will be provided.

6. Agreement to Amend or Modify IEP

Between annual IEP meetings, the district and the parent may agree to make changes in the student’s current IEP without holding an IEP meeting. These changes require a signed, written agreement between the district and the parent.

- a. The district and the parent record any amendments, revisions or modifications on the student's current IEP. If additional IEP pages are required these pages must be attached to the existing IEP.
- b. The district files a complete copy of the IEP with the student's education records and informs the student's IEP team and any teachers or service providers of the changes.
- c. The district provides the parent prior written notice of any changes in the IEP and upon request, provides the parent with a revised copy of the IEP with the changes incorporated.

7. IEP Team Considerations and Special Factors

- a. In developing, reviewing and revising the IEP, the IEP team considers:
 - (1) The strengths of the student and concerns of the parent for enhancing the education of the student;
 - (2) The results of the initial or most recent evaluation of the student;
 - (3) As appropriate, the results of the student's performance on any general state or districtwide assessments;
 - (4) The academic, developmental and functional needs of the child.
- b. In developing, reviewing and revising the student's IEP, the IEP team considers the following special factors:
 - (1) The communication needs of the student; and
 - (2) The need for assistive technology services and/or devices.
- c. As appropriate, the IEP team also considers the following special factors:
 - (1) For a student whose behavior impedes ~~his or her~~ their learning or that of others, strategies, positive behavioral intervention and supports to address that behavior;
 - (2) For a student with limited English proficiency, the language needs of the student as those needs relate to the IEP;
 - (3) For a student who is blind or visually impaired, instruction in Braille and the use of Braille unless the IEP team determines (after an evaluation of reading and writing skills, needs and media, including evaluation of future needs for instruction in Braille or the use of Braille, appropriate reading and writing), that instruction in Braille or the use of Braille is not appropriate;
 - (4) For a student who is deaf or hard of hearing, the student's language and communication needs, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the student's language and communication mode; ~~and~~
 - (5) If a student is deaf, deafblind, or hard of hearing, the district will provide information about relevant services and placements offered by the school district, the education service district, regional programs, and the Oregon School for the Deaf; and
 - (6) A statement of any device or service needed for the student to receive a free appropriate public education (FAPE).
- d. In addition to the above IEP contents, the IEP for each eligible student of transition age includes:

- (1) Beginning not later than the first IEP in effect when the student turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)), and updated annually thereafter, the IEP must include:
 - (a) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training education, employment, and where appropriate, independent living skills; and
 - (b) The transition services (including courses of study) needed to assist the student in reaching those goals.
 - (i) Regarding employment planning, the parent shall be provided information about and opportunities to experience employment services provided by Oregon Vocational Rehabilitation or the Oregon Office of Developmental Disability Services. These services must be provided in a competitive integrated employment setting, as defined by Oregon Administrative Rule 441-345-0020. Information about these services shall also be provided to the parent by the district at each annual review for IEPs to be in effect when the child turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)).
 - (2) At least one year before a student reaches the age of majority (student reaches the age of 18, or has married or been emancipated, whichever occurs first), a statement that the district has informed the student that all procedural rights will transfer at the age of majority; and
 - (3) If identified transition service providers, other than the district, fail to provide any of the services identified on the IEP, the district will initiate an IEP meeting as soon as possible to address alternative strategies and revise the IEP if necessary.
- e. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary education goals and transition services.

8. Incarcerated Youth

- a. For students with disabilities who are convicted as adults, incarcerated in adult correctional facilities and otherwise entitled to FAPE, the following IEP requirements do not apply:
 - (1) Participation of students with disabilities in state and districtwide assessment; and
 - (2) Transition planning and transition services, for students whose eligibility will end because of their age before they will be eligible to be released from an adult correctional facility based on consideration of their sentence and eligibility for early release.
- b. The IEP team may modify the student's IEP, if the state has demonstrated a bona fide security or other compelling interest that cannot be otherwise accommodated.

9. Extended School Year Services

- a. The district makes extended school year (ESY) services available to all students for whom the IEP team has determined that such services are necessary to provide FAPE.
- b. ESY services are:
 - (1) Provided to a student with a disability in addition to the services provided during the typical school year;
 - (2) Identified in the student's IEP; and
 - (3) Provided at no cost to the parent.
- c. The district does not limit consideration of ESY services to particular categories of disability or unilaterally limit the type, amount or duration of service.
- d. The district provides ESY services to maintain the student's skills or behavior, but not to teach new skills or behaviors.
- e. The district's criteria for determining the need for extended school year services include:
 - (1) Regression (a significant loss of skills or behaviors) and recoupment time based on documented evidence; or
 - (2) If no documented evidence, on predictions according to the professional judgment of the team.
- f. "Regression" means significant loss of skills or behaviors in any area specified on the IEP as a result of an interruption in education services.
- g. "Recoupment" means the recovery of skills or behaviors specified on the IEP to a level demonstrated before the interruption of education services.

10. Assistive Technology

- a. The district ensures that assistive technology devices or assistive technology services, or both, are made available if they are identified as part of the student's IEP. These services and/or devices may be part of the student's special education, related services or supplementary aids and services.
- b. On a case-by-case basis, the district permits the use of district-purchased assistive technology devices in the student's home or in other settings if the student's IEP team determines that the student needs access to those devices to receive a free appropriate public education. In these situations, district policy will govern liability and transfer of the device when the student ceases to attend the district.

11. Transfer Students

- a. In state:

If a student with a disability (who had an IEP that was in effect in a previous district in Oregon) transfers into the district and enrolls in a district school within the same school year, the district (in consultation with the student's parents) provides a free appropriate public education to the student (including services comparable to those described in the student's IEP from the previous district), until the district either:

- (1) Adopts the student's IEP from the previous district; or

- (2) Develops, adopts and implements a new IEP for the student in accordance with all of the IEP provisions.

b. Out of state:

If a student transfers into the district with a current IEP from a district in another state, the district, in consultation with the student's parents, will provide a free appropriate public education to the student, including services comparable to those described in the student's IEP from the previous district, until the district:

- (1) Conducts an initial evaluation (if determined necessary by the district to determine Oregon eligibility) with parent consent and determines whether the student meets eligibility criteria described in Oregon Administrative Rules.
- (2) If the student is eligible under Oregon criteria, the district develops, adopts and implements a new IEP for the student using the Oregon Standard IEP or an approved alternate IEP.
- (3) If the student does not meet Oregon eligibility criteria, the district provides prior written notice to the parents explaining that the student does not meet Oregon eligibility criteria and specifying the date when special education services will be terminated.

OSBA Model Sample Policy

Code: IGBAG-AR
Adopted:

Special Education - Procedural Safeguards**

1. Procedural Safeguards

- a. The district provides procedural safeguards to:
 - (1) Parents, guardians (unless the guardian is a state agency) or persons in parental relationship to the student;
 - (2) Surrogate parents; and
 - (3) Students who have reached the age of 18, the age of majority or are considered emancipated under Oregon law and to whom rights have transferred by statute, identified as adult students (called “eligible students”).
- b. The district gives parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education (ODE):
 - (1) At least once a year;
 - (2) At the first referral or parental request for evaluation to determine eligibility for special education services;
 - (3) When the parent (or adult student) requests a copy; and
 - (4) To the parent and the student one year before the student’s 18th birthday or upon learning that the student is emancipated.
- c. The *Procedural Safeguards Notice* is:
 - (1) Provided written in the native language or other communication of the parents (unless it is clearly not feasible to do so) and in language clearly understandable to the public.
 - (2) If the native language or other mode of communication of the parent is not a written language, the district takes steps to ensure that:
 - (a) The notice is translated orally or by other means to the parent in ~~his/her~~ their native language or other mode of communication;
 - (b) The parent understands the content of the notice; and
 - (c) There is written evidence that the district has met these requirements.

2. Content of *Procedural Safeguards Notice*

The procedural safeguards notice includes all of the content provided in the *Procedural Safeguards Notice* published by ODE.

3. Parent or Adult Student Meeting Participation

- a. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, individualized education program (IEP) and

- educational placement of the student, and the provision of a free appropriate public education (FAPE) to the student.
- b. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:
- (1) States the purpose, time and place of the meeting and who is invited to attend;
 - (2) Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
 - (3) Advises the parents or adult student that the team may proceed with the meeting even if they are not in attendance;
 - (4) Advises the parent or adult students who to contact before the meeting to provide information if they are unable to attend; and
 - (5) Indicates if one of the meeting's purposes is to consider transition services or transition service needs. If so:
 - (a) Indicates that the student will be invited; and
 - (b) Identifies any agencies invited to send a representative.
- c. The district takes steps to ensure that one or both of the parents of a student with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate, including:
- (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- d. If neither parent can participate, the district will use other methods to ensure participation, including, but not limited to, individual or conference phone calls or home visits.
- e. The district may conduct an evaluation planning or eligibility meeting without the parent or adult student if the district provided meeting notice to the parent or adult student sufficiently in advance to ensure an opportunity to attend.
- f. The district may conduct an IEP or placement meeting without the parent or adult student if the district is unable to convince the parents or adult students that they should participate. Attempts to convince the parent to participate will be considered sufficient if the district:
- (1) Communicates directly with the parent or adult student and arranges a mutually agreeable time and place and sends written notice to confirm the arrangement; or
 - (2) Proposes a time and place in the written notice stating that a different time and place might be requested and confirms that the notice was received.
- g. If the district proceeds with an IEP meeting without a parent or adult student, the district must have a record of its attempts to arrange a mutually agreed upon time and place such as:
- (1) Detailed records of telephone calls made or attempted and the results of those calls;
 - (2) Copies of correspondence sent to the parents and any responses received; and
 - (3) Detailed records of visits made to the parents' home or place of employment and the results of those visits.

- h. The district takes whatever action is necessary to ensure that the parent or adult student understands the proceedings at a meeting, including arranging for an interpreter for parents or adult students who are deaf or whose native language is other than English.
- i. After the transfer of rights to an adult student at the age of majority, the district provides written notice of meetings to the adult student and parent, if the parent can be reasonably located. After the transfer of rights to an adult student at the age of majority, a parent receiving notice of an IEP meeting is not entitled to attend the meeting unless invited by the adult student or the district.
- j. An IEP meeting does not include:
 - (1) Informal or unscheduled conversations involving district personnel;
 - (2) Conversations on issues such as teaching methodology, lesson plans or coordination of service provision if those issues are not addressed in the student's IEP; or
 - (3) Preparatory activities that district or public personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

4. Surrogate Parents

- a. The district protects the rights of a student with a disability, or suspected of having a disability, by appointing a surrogate parent when:
 - (1) The parent cannot be identified or located after reasonable efforts;
 - (2) The student is a ward of the state or an unaccompanied homeless youth and there is reasonable cause to believe that the student has a disability, and there is no foster parent or other person available who can act as the parent of the student; or
 - (3) The parent or adult student requests the appointment of a surrogate parent.
- b. The district secures nominations of persons to serve as surrogates. The district appoints surrogates within 30 days of a determination that the student needs a surrogate, unless a surrogate has already been appointed by juvenile court.
- c. The district will only appoint a surrogate who:
 - (1) Is not an employee of the district or ODE;
 - (2) Is not an employee of any other agency involved in the education or care of the student;
 - (3) Is free of any personal or professional interest that would interfere with representing the student's special education interests; and
 - (4) Has the necessary knowledge and skills that ensure adequate representation of the student in special education decisions. The district will provide training, as necessary, to ensure that surrogate parents have the requisite knowledge.
- d. The district provides all special education rights and procedural safeguards to appointed surrogate parents.
- e. A surrogate will not be considered an employee of the district solely on the basis that the surrogate is compensated from public funds.
- f. The duties of the surrogate parent are to:
 - (1) Protect the special education rights of the student;
 - (2) Be acquainted with the student's disability and the student's special education needs;

- (3) Represent the student in all matters relating to the identification, evaluation, IEP and educational placement of the student; and
 - (4) Represent the student in all matters relating to the provision of FAPE to the student.
- g. A parent may give written consent for a surrogate to be appointed.
- (1) When a parent requests that a surrogate be appointed, the parent shall retain all parental rights to receive notice and all of the information provided to the surrogate. When the district appoints a surrogate at parent request, the district will continue to provide to the parent a copy of all notices and other information provided to the surrogate.
 - (2) The surrogate, alone, shall be responsible for all matters relating to the special education of the student. The district will treat the surrogate as the parent unless and until the parent revokes consent for the surrogate's appointment.
 - (3) If a parent gives written consent for a surrogate to be appointed, the parent may revoke consent at any time by providing a written request to revoke the surrogate's appointment.
- h. An adult student to whom rights have transferred at age of majority may give written consent for a surrogate to be appointed. When an adult student requests that a surrogate be appointed, the student shall retain all rights to receive notice and all of the information provided to the surrogate. The surrogate, alone, shall be responsible for all matters relating to the special education of the student. The district will treat the surrogate as the adult student unless and until the adult student revokes consent for the surrogate's appointment. If an adult student gives written consent for a surrogate to be appointed, the adult student may revoke consent at any time by providing a written request to revoke the surrogate's appointment.
- i. The district may change or terminate the appointment of a surrogate when:
- (1) The person appointed as surrogate is no longer willing to serve;
 - (2) Rights transfer to the adult student or the student graduates with a regular diploma;
 - (3) The student is no longer eligible for special education services;
 - (4) The legal guardianship of the student is transferred to a person who is able to carry out the role of the parent;
 - (5) A foster parent or other person is identified who can carry out the role of parent;
 - (6) The parent, who previously could not be identified or located, is now identified or located;
 - (7) The appointed surrogate is no longer eligible;
 - (8) The student moves to another district; or
 - (9) The student is no longer a ward of the state or unaccompanied homeless youth.
- j. The district will not appoint a surrogate solely because the parent or student to whom rights have transferred is uncooperative or unresponsive to the special education needs of the student.

5. Transfer of Rights at Age of Majority

- a. When a student with a disability reaches the age of majority, marries or is emancipated, rights previously accorded to the student's parents under the special education laws, transfer to the student. A student for whom rights have transferred is considered an "adult student" under OAR 581-015-2000(1).

- b. The district provides notice to the student and the parent that rights (accorded by statute) will transfer at the age of majority. This notice is provided at an IEP meeting and documented on the IEP:
 - (1) At least one year before the student's 18th birthday;
 - (2) More than one year before the student's 18th birthday, if the student's IEP team determines that earlier notice will aid transition; or
 - (3) Upon actual knowledge that within a year the student will likely marry or become emancipated before age 18.
- c. The district provides written notice to the student and to the parent at the time of the transfer.
- d. These requirements apply to all students, including students who are incarcerated in a state or local adult or juvenile correctional facility or jail.
- e. After transfer of rights to the student, the district provides any written prior notices and written notices of meetings required by the special education laws to the adult student and to the parent if the parent can be reasonably located.
- f. After rights have transferred to the student, receipt of notice of an IEP meeting does not entitle the parent to attend the meeting unless invited by the student or the district.
- g. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary goals and transition services.

6. Prior Written Notice

- a. The district provides prior written notice to the parent of a student, or student, within a reasonable period of time, before the district:
 - (1) Proposes to initiate or change, the identification, evaluation or educational placement of the student, or the provision of a FAPE to the child; or
 - (2) Refuses to initiate or change the identification, evaluation or educational placement of the student, or the provision of a FAPE to the child.
- b. The content of the prior written notice will include:
 - (1) A description of the action proposed or refused by the district;
 - (2) An explanation of why the district proposed or refused to take the action;
 - (3) A description of each evaluation procedure, test, assessment, record or report used as a basis for the proposal or refusal;
 - (4) A statement that the parents of a student with a disability have procedural safeguards and, if this notice is not an initial referral for evaluation, how a copy of the *Procedural Safeguards Notice* may be obtained;
 - (5) Sources for parents to contact to obtain assistance in understanding their procedural safeguards;
 - (6) A description of other options the IEP team considered and the reasons why those options were rejected; and
 - (7) A description of other factors that are relevant to the agency's proposal or refusal.

- c. The prior written notice is:
 - (1) Written in language understandable to the general public; and
 - (2) Provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so;
 - (3) If the native language or other mode of communication of the parent is not a written language, the district shall take steps to ensure that:
 - (a) The notice is translated orally or by other means to the parent in the parent’s native language or other mode of communication;
 - (b) The parent understands the content of the notice; and
 - (c) There is written evidence that the requirements of this rule have been met.

7. Consent¹ – Initial Evaluation

- a. The district provides notice and obtains informed written consent from the parent or adult student before conducting an initial evaluation to determine whether a student has a disability (as defined by Oregon law) and needs special education. Consent for initial evaluation is not consent for the district to provide special education and related services.
- b. The district makes reasonable efforts to obtain informed consent from a parent for an initial evaluation to determine a child’s eligibility for special education services. If a parent does not provide consent for an initial evaluation or does not respond to a request for consent for an initial evaluation, the district may, but is not required to, pursue the initial evaluation of the child through mediation or due process hearing procedures. The district does not violate its child find obligations if it declines to pursue the evaluation using these procedures.

8. Consent – Initial Provision of Special Education Services

- a. The district provides notice and obtains informed written consent from the parent or adult student before the initial provision of special education and related services to the student.
- b. The district makes reasonable efforts to obtain informed consent, but if a parent or adult student does not respond or refuses consent for initial provision of special education and related services, the district does not convene an IEP meeting, develop an IEP or seek to provide special education and related services through mediation or due process hearing procedures. The district will not be considered to be in violation of the requirement to make FAPE available to the student under these circumstances. The district stands ready to serve the student if the parent or adult student later consents.

9. Consent – Re-evaluation

- a. The district obtains informed parent consent before conducting any re-evaluation of a child with a disability, except:

¹ “Consent” means that the parent or adult student: a) has been fully informed, in his/her/their native language or other mode of communication, of all information relevant to the activity for which consent is sought; and b) understands and agrees in writing to the carrying out of the activity for which his/her/their consent is sought. Consent is voluntary on the part of the parent and meeting the requirements of consent provision for OAR 581-015-2090, IDEA and Family Education Rights and Privacy Act (FERPA).

- (1) The district does not need written consent for a re-evaluation if the parent does not respond after reasonable efforts to obtain informed consent. However, the district does not conduct individual intelligence tests or tests of personality without consent.
 - (2) If a parent refuses to consent to the re-evaluation, the district may, but is not required to, pursue the re-evaluation by using mediation or due process hearing procedures.
- b. A parent or adult student may revoke consent at any time before the completion of the activity for which they have given consent. If a parent or adult student revokes consent, that revocation is not retroactive.

10. Consent – Other Requirements

- a. The district documents its reasonable efforts to obtain parent consent, such as phone calls, letters and meeting notes.
- b. If a parent of a student who is home schooled or enrolled by the parents in a private school does not provide consent for the initial evaluation or the re-evaluation, or if the parent does not respond to a request for consent, the district:
 - (1) Does not use mediation or due process hearing procedures to seek consent; and
 - (2) Does not consider the child as eligible for special education services.
- c. If a parent or adult student refuses consent for one service or activity, the district does not use this refusal to deny the parent or child any other service, benefit or activity, except as specified by these rules and procedures.
- d. If, at any time subsequent to the initial provision of special and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the district:
 - (1) May not continue to provide special education and related services to the child, but must provide prior written notice before ceasing the provision of special education and related services;
 - (2) May not use mediation or due process procedures to obtain an agreement or ruling that the services may be provided to the child;
 - (3) The district will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services; and
 - (4) The district is not required to convene an IEP team meeting or develop an IEP for the child for further provision of special education or related services.

11. Exceptions to Consent

- a. The district does not need written parent or adult student consent before:
 - (1) Reviewing existing data as part of an evaluation or re-evaluation;
 - (2) Administering a test or other evaluation administered to all students without consent unless, before administration of that test or evaluation, consent is required of parents of all students;
 - (3) Conducting evaluations, tests, procedures or instruments that are identified on the student's individualized education program (IEP) as a measure for determining progress; or

- (4) Conducting a screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation.
- b. The district does not need written parent consent to conduct an initial special education evaluation of a student who is a ward of the state and not living with the parent if:
 - (1) Despite reasonable efforts to do so, the district has not been able to find the parent;
 - (2) The parent's rights have been terminated in accordance with state law; or
 - (3) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.
- c. The district does not need written parental consent if an administrative law judge (ALJ) determines that the evaluation or re-evaluation is necessary to ensure that the student is provided with a free appropriate public education.

12. Independent Educational Evaluations (IEE)

- a. A parent of a student with a disability has a right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the district.
- b. If a parent requests an independent educational evaluation at public expense, the district provides information to parents about where an independent educational evaluation may be obtained, and the district criteria applicable for independent educational evaluations.
- c. If a parent requests an independent educational evaluation at public expense, the district, without unnecessary delay, either:
 - (1) Initiates a due process hearing to show that its evaluation is appropriate; or
 - (2) Ensures that an independent educational evaluation is provided at public expense unless the district demonstrates in a hearing that the evaluation obtained by the parent did not meet district criteria.
- d. The district criteria for independent educational evaluations are the same as for district evaluations including, but not limited to, location, examiner qualifications and cost.
 - (1) Criteria established by the district do not preclude the parent's access to an independent educational evaluation.
 - (2) The district provides the parents the opportunity to demonstrate the unique circumstances justifying an IEE that does not meet the district's criteria.
 - (3) A parent may be limited to one independent educational evaluation at public expense each time the district conducts an evaluation with which the parent disagrees.
- e. If a parent requests an independent educational evaluation, the district may ask why the parent disagrees with the public evaluation. The parent may, but is not required to provide an explanation. The district may not:
 - (1) Unreasonably delay either providing the independent educational evaluation at public expense or initiating a due process hearing to defend the public evaluation;
 - (2) Except for the criteria listed above in c., impose conditions or timelines related to obtaining an IEE at public expense.

- f. The district considers an independent educational evaluation submitted by the parent, in any decision made with respect to the provision of a free appropriate public education to the student, if the submitted independent evaluation meets district criteria.

13. Dispute Resolution – Mediation

- a. The district or parent may request mediation from ODE for any special education matter, including before the filing of a complaint or due process hearing request.
- b. The district acknowledges that:
 - (1) Mediation must be voluntary on the part of the parties, must be conducted by a qualified and impartial mediator who is trained in effective mediation techniques and may not be used to deny or delay a parent’s right to a due process hearing or filing a complaint.
 - (2) Each mediation session must be scheduled in a timely manner and must be held in a location that is convenient to the parties to the dispute.
 - (3) An agreement reached by the parties to the dispute in the mediation process must be set forth in a legally binding written mediation agreement that:
 - (a) States the terms of the agreement;
 - (b) States that all discussions that occurred during the mediation process remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding; and
 - (c) Is signed by the parent and a representative of the district who has the authority to bind the district to the mediation agreement.
 - (4) Mediation communication is not confidential if it relates to child or elder abuse and is made to a person who is required to report abuse, or threats of physical harm, or professional conduct affecting licensure.
 - (5) The mediation agreement is enforceable in any state court of competent jurisdiction or in a district court of the United States.

14. Dispute Resolution – Complaint Investigation

- a. Any organization or person may file a signed, written complaint with the State Superintendent of Public Instruction alleging that a district or education service district (ESD) is violating or has violated the Individuals with Disabilities Education Act (IDEA) or associated regulations within one year before the date of the complaint. Upon receiving a parent complaint, the ODE forwards the complaint to the district or ESD along with a request for a district response to the allegations in the complaint.
- b. Upon receiving a request for response from ODE, the district responds to the allegations and furnishes any requested information or documents within 10 business days.
- c. The district sends a copy of the response to the complainant. If ODE decides to conduct an on-site investigation, district personnel participate in interviews and provide additional documents as needed.
- d. The district and the complainant may attempt to resolve a disagreement that led to a complaint through mediation. If they decide against mediation, or if mediation fails to produce an agreement, ODE will pursue the complaint investigation.
- e. If ODE substantiates some or all of the allegations in a complaint, it will order corrective action. The district satisfies its corrective action obligations in a timely manner.

- f. If the district disagrees with the findings and conclusions in a complaint final order, it may seek reconsideration by ODE or judicial review in county circuit court.

15. Due Process Hearing Requests

- a. The district acknowledges that parents may request a due process hearing if they disagree with a district proposal or refusal relating to the identification, evaluation, educational placement or provision of a free appropriate education to a student who may have a disability and be eligible for special education.
- b. The district may request a due process hearing regarding the identification, evaluation, educational placement or provision of a free appropriate education to a student who may have a disability and be eligible for special education.
- c. When requesting a due process hearing, the district or the attorney representing the district provides notice to the parent and to ODE.
- d. The party, including the district, that did not file the hearing request must, within 10 days of receiving the request for a hearing, send to the other party a response that specifically addresses the issues raised in the hearing request.
- e. If the parent had not yet received prior written notice of the district's proposal or refusal, the district, within 10 days of receiving the hearing request for a due process hearing, sends to the parent a response that includes:
 - (1) An explanation of why the district proposed or refused to take the action raised in the hearing request;
 - (2) A description of other options that the district considered and the reasons why those options were rejected;
 - (3) A description of each evaluation procedure, assessment, record or report the district used as the basis for the proposed or refused action; and
 - (4) A description of the factors relevant to the district's proposal or refusal.

16. Resolution Session

- a. Within 15 days of receiving a due process hearing request, the district will hold a resolution session with the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request.
- b. This meeting will include a representative of the district who has decision-making authority for the district.
 - (1) The district will not include an attorney unless the parent brings an attorney.
 - (2) The district will provide the parent with an opportunity for the parent to discuss the hearing request and related facts so that the district has an opportunity to resolve the dispute.
 - (3) The district and parent may agree in writing to waive the resolution meeting. If so, the 45-day hearing timeline will begin the next business day, unless the district and parent agree to try mediation in lieu of the resolution session.

17. Time Limitations and Exception

- a. A parent must request a due process hearing within two years after the date of the district act or omission that gives rise to the parent's hearing request.

- b. This timeline does not apply to a parent if the district withheld relevant information from the parent or incorrectly informed the parent that it had resolved the problem that led the parent's hearing request.

18. Hearing Costs

- a. The district reimburses ODE for costs related to conducting the hearing, including pre-hearing conferences, scheduling arrangement and other related matters.
- b. The district provides the parent with a written or, at the option of the parent, an electronic verbatim recording of the hearing, within a reasonable time of the close of the hearing
- c. The district does not use IDEA funds to pay attorney's fees or other hearing costs.

19. Discipline and Placement in Interim Alternative Setting

See Board policy JGDA - Discipline of Students with Disabilities.

OSBA Model Sample Policy

Code: IGBB
Adopted:

Talented and Gifted Program

The district is committed to an educational program that recognizes, identifies and serves the unique needs of talented and gifted students. Talented and gifted students are those who have been identified as academically talented and/or intellectually gifted.

The Board directs the superintendent to develop a written identification process for identifying academically talented and intellectually gifted students in grades K through 12.

A written plan shall be developed that identifies programs or services needed to address the assessed levels of learning and accelerated rates of learning of identified students and provides an opportunity for the student's parents to discuss with the district the programs and services available to the student and to provide input on the programs and services to be made available to the student.

The plan will be provided at the school or the district office when requested and on the district's website. The website shall also provide the name and contact information of the district's coordinator of special education and programs for talented and gifted.

[The district may also identify and provide programs for students who demonstrate creative abilities, leadership abilities or unusual abilities in visual or performing arts.]

END OF POLICY

Legal Reference(s):

[ORS 343.391-343.401](#)

[ORS 343.407-343.413](#)

[OAR 581-022-2325](#)

[OAR 581-022-2330](#)

[OAR 581-022-2500](#)

SB 486(2021)

2022-23 Executive Summary

One of the many roles of the Douglas ESD is to provide services to administrators, teachers, staff and students in our 13 local component school districts.

Douglas ESD administers a number of grants and programs to serve children in Douglas County schools and beyond. Some Douglas ESD programs offer services statewide. Others provide programs in Douglas, Josephine, Jackson, Klamath and Lake counties. Additional employees in Jackson County provide direct services to preschool children.

In adapting our services to meet the priorities identified annually by superintendents, we have helped to boost mental health services for students and increase preschool enrollment. We have also assisted with recruiting teachers and helped to expand CTE programs. Douglas ESD is dedicated to helping our component school districts provide students access to the same quality education and learning tools available in metropolitan areas.

Douglas Education Service District serves

13 SCHOOL DISTRICTS

45 SCHOOLS

13,000 STUDENTS

School District Support • Local Service Plan

Special Needs Services and Behavioral Support

- Speech Language Therapy Program
- Low Incidence Itinerant/Consultative Services
- Nursing Services
- Program for Vision/Hearing Impaired
- School Psychologists
- Special Education Administration Support
- Complex Needs Classroom (CNC)
- Regional Autism Support
- Transition Network
- Special Ed Evaluation Consultation and Support
- Behavior Svcs Coordination/Intervention Specialist
- Behavior Support Services
- Therapeutic Learning Classroom

Education/Instructional Services

- Instructional Services Coordination
- Instructional Technology Support
- Secondary Transitions Support
- Data Collections Support
- Registration of Home Schooled Children
- Basic Attendance
- District Test Coordination
- Regional Educator Network
- Safe Routes to School
- STEM/STEAM
- Teacher Recruitment

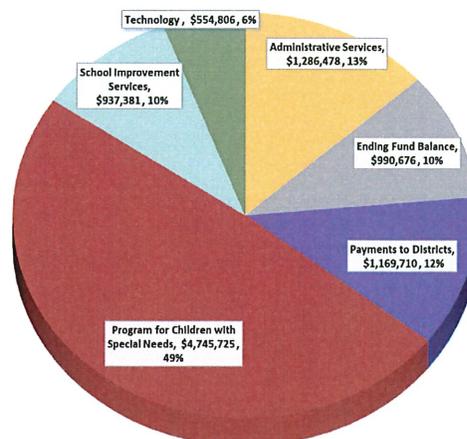
Technology and Administrative Services

- Network Services
- Site Based IT Services
- Digital Curriculum
- Video Surveillance
- Desktop Support
- Telephone Systems
- Human Resource Services
- Communications
- Business Services
- Courier - Equipment & Kit Delivery
- Print Services
- Electronic Information & Design

SCHOOL DISTRICTS Douglas County

- North Douglas
- Yoncalla
- Elkton
- Oakland
- Sutherlin
- Roseburg
- Glide
- Winston/Dillard
- South Umpqua
- Riddle
- Days Creek
- Camas Valley
- Glendale

General Fund Expenditures by Area



- Program for Children with Special Needs
- Ending Fund Balance
- School Improvement Services
- Administrative Services
- Payments to Districts
- Technology

Mission of an Education Service District

To assist school districts and the Department of Education in achieving Oregon's educational goals by providing equitable, high quality, cost-effective and locally responsive educational services at a regional level.

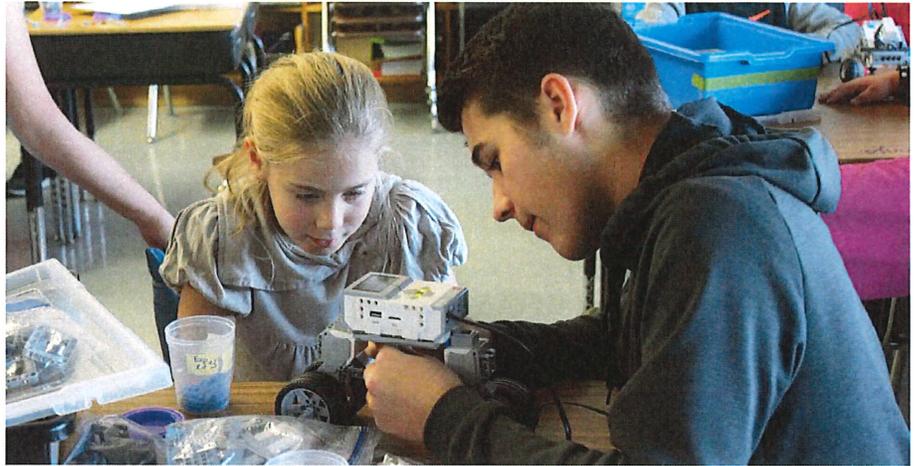
Goals of the Douglas County Superintendents

Expand Behavioral Intervention across K-12

- Continue to support Early Childhood Initiatives

- Increase career pathways opportunities for secondary students including Career and Technical Education, increased electives and alternative learning opportunities

- Expand teacher recruitment, retention and training efforts across Douglas County



Major Contracts & Grants

Early Learning

South Central Oregon Early Learning Hub
 Kindergarten Partnership Innovation (KPI) and Prenatal to Third Grade (P-3)
 Take Root (Parenting Hub)
 EI/ECSE Regional Services
 EI/ECSE for Douglas & Jackson County
 Childcare Resource and Referral

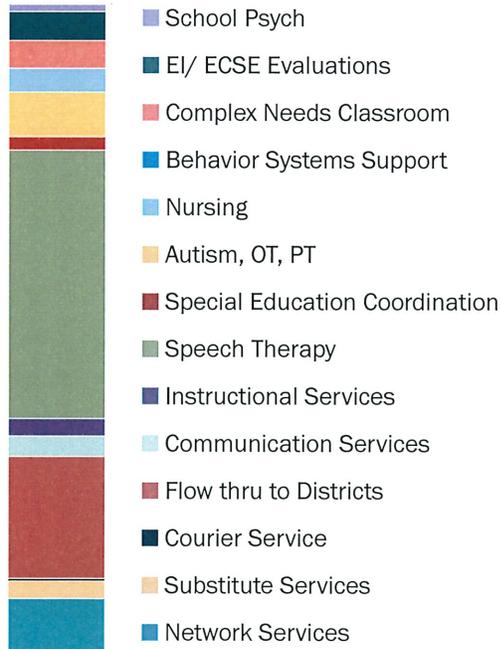
Major Contracts & Grants

Oregon Technology Access Program (OTAP)
 Regional & Statewide Services for Students with Orthopedic Impairments (RSOI)
 Perkins Grant Coordination
 Juvenile Dept. Education Program
 Business Champions for Kids
 Therapeutic Learning Center



2020-21 General Fund Expenditures of Tax and SSF Revenue

\$6,245,429



\$0