

**Yoncalla School District  
BOARD OF DIRECTORS  
REGULAR MEETING  
September 20, 2017  
Yoncalla High School, Library  
292 5<sup>th</sup> St.**

**6:00 PM CALL TO ORDER**

**I. AWARDS, RECOGNITION, CORRESPONDENCE**

**II. PUBLIC FORUM**

The public is invited to attend Board Meetings and will be given limited time of 3 (three) minutes per person to voice opinions or problems, except that all public or board criticism of personnel of the district shall be heard only in executive session. Such items shall be brought to the attention of the superintendent at least 5 (five) business days prior to the board meeting.

**III. ADJUSTMENTS TO THE AGENDA**

**IV. CONSENT AGENDA**

- A. Minutes of School Board meetings, August 16, 2017
- B. Accounts Payable/Funding Update

**V. REPORTS/DISCUSSIONS**

- A. Audit Report presented by Jeff Cooley, Neuner, Davidson & Cooley, LLC
- B. High School Principal
- C. Elementary School Principal
- D. Preschool/Early Works Report
- E. Superintendent Report
  - Maintenance Report
  - Development of Health and Safe Schools Plan Information

**ACTION ITEMS**

- A. UCC Service Provider Agreement 2017-2018
- B. Consider for approval reinstatement of full time custodial position

**VI. ANNOUNCEMENTS**

- A. OSBA Fall Regional Dinner/Meeting Tuesday, October 17<sup>th</sup>
- B. Next regularly scheduled Board meeting October 18<sup>th</sup>

**VII. OTHER BUSINESS**

**VIII. ADJOURN**

**YONCALLA SCHOOL DISTRICT  
BOARD OF DIRECTORS  
REGULAR MEETING MINUTES  
August 16, 2017  
Yoncalla High School, Library  
292 5<sup>th</sup> St.**

**BOARD MEMBERS PRESENT**

Carl Van Loon-Chair  
Scott Sublette  
Dave Anderson-Vice Chair  
Eric Gustafson  
Jen Bailey-Absent

**ADMINISTRATION PRESENT**

Brian Berry  
Kelly Campbell  
Angie Brownson  
Laurie Simlness

**CALLED TO ORDER.** Chair Van Loon called the regular meeting to order at 6:00 PM. The recessed into executive session, to conduct deliberations with persons designated by the governing body to negotiate real property transactions, ORS 192.660(2)(e). The regular meeting was reconvened at 6:20 PM The pledge of allegiance was conducted. Also present: Richard and Sheryl Brawn, Kent Smith, Erin Helgren.

**AWARDS, RECOGNITION AND CORRESPONDENCE:** None.

**PUBLIC FORUM:** Sheryl Brawn expressed concern about the black berries on the southwest side of the high school property.

**ADJUSTMENTS TO THE AGENDA:** None.

**CONSENT AGENDA:**

- A. Minutes of School Board meetings, July 19, 2017
- B. Accounts Payable/Funding Update
- C. Hiring of LaNae Nelson for Instructional Assistant
- D. Adopt Board Policy CBG– Evaluation of the Superintendent
- E. Adopt Board Policy EFA – Local Wellness Program
- F. Adopt Board Policy EFAA – Nutrition and Food Services
- G. Adopt Board Policy EFAA R – Reimbursable Meals and Milk Programs
- H. Adopt Board Policy EFAH –Child Nutrition
- I. Adopt Board Policy EFAL – Child Nutrition – Second Meals
- J. Adopt Board Policy GBMA – Whistleblowers
- K. Adopt Board Policy GCBDA/GDBDA – Family Medical Leave
- L. Adopt Board Policy GCL – Staff Development – Licensed
- M. Adopt Board Policy GCL/GDL – Staff Development
- N. Adopt Board Policy JECBD – Homeless Students

Director Anderson declared a potential conflict of interest. Director Anderson made a motion to approve, Director Sublette seconded, passed unanimously.

**REPORTS:**

High School Report was presented by Superintendent Berry.

- High School Sports have begun.

Elementary Report. Principal Campbell shared the following:

- Seven individuals from our district attended the Conscious Discipline training in Arkansas.
- Yoncalla Early Works and Children's Institute are working on attendance.
- Early registration is happening now.

Preschool Report. Erin Helgren shared the following:

- Play to Learn groups are wrapping up now, having been serving approximately 75 people twice a week.
- YEW retreat. A BBQ dinner was served to 200 people.
- Yoncalla Festival was very successful.

Superintendent Report. Superintendent Berry shared the following:

- At YES, the K-6 building is ready for students to start on time. Preschool will be mid to late October. Erin is working with ODE to ensure that preschool students will be able to get 900 hours in for this school year.
- Elementary Seismic update. Ausland Group has shared that there has been a \$40,000.00 savings on the asbestos abatement on the B4 building. Superintendent Berry also noted that he has only positive things to say about the work that Ausland Group is doing at the elementary school, and they will be doing a walk-thru at the high school.
- Next Steps for High School were discussed at length. Items discussed include attempting another bond, will the state still provide matching funds, having fall back plans, prioritizing urgent issues, move money as possible towards maintenance priorities, having a work session with the Ausland group after their walk thru.
- Priority List for the Elementary School. Items on the list are exterior and interior paint, windows in B4 building, carpet to tile in lower hallway, heaters in gym, and heat valves in classrooms. Director Gustafson also noted that all drains need to be draining.

#### **ACTION ITEMS:**

- A. YSD Priorities. Director Sublette made a motion to approve, Director Gustafson seconded, passed unanimously.
- B. Superintendent/Board Working Agreement. Director Anderson made a motion to approve, Director Sublette seconded, passed unanimously.

#### **ANNOUNCEMENTS**

Future dates of importance

- 2017 Fall Regionals, September 14-October 26
- OSBA 71<sup>st</sup> Annual Fall Convention, November 9-12

**OTHER BUSINESS:** None.

**ADJOURN:** Director Gustafson made a motion to adjourn, Director Anderson seconded, passed unanimously. Chair Van Loon adjourned the meeting at 7:32 PM.

**DATE OF BOARD APPROVAL:**

## SERVICE PROVIDER AGREEMENT

This agreement is entered into between Yoncalla School District #32, (hereinafter "District") and Umpqua Community College (hereinafter UCC).

1. Purpose The District recognizes that in order to retain some students in school, it is necessary to provide those students with a variety of alternative education programs that are better suited to a student's individual learning style and educational needs. The District realizes that in order to accommodate the educational needs of some students, it is necessary to provide those students with GED and college credit courses. The District is also aware, that in order to achieve their curriculum goals, some students need non-credit life skills training, pre-employment job-training and work experience programs. The District recognizes that UCC is a local facility that has the staff and resources to provide these programs.
2. Authority: This agreement is authorized by ORS 332.111 and Board action taken on \_\_\_\_\_.
3. Term: Services under this agreement shall commence on July 1, 2017 and shall continue through June 30, 2018.
4. Administrative Representatives of the District and UCC
  - 4.1 The superintendent of the District or the superintendent's designee shall have the authority to administer this agreement on behalf of the District.
  - 4.2 The Chief Financial Officer shall have authority to administer this agreement on behalf of UCC.
  - 4.3 Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail, email or facsimile transmission to the representative noted above.
5. Responsibilities of the District

The District shall:

  - 5.1 In consultation with UCC, develop and maintain a referral and placement process which ensures that students are referred to the UCC program which best suits each student's individual educational needs. The District referral and placement process will insure that students participating in UCC programs are eligible for alternative education under ORS 339.250(9), and are residents of the District.
  - 5.2 Have the option to review and require revision of all instructional material, whether written or visual, which UCC intends to distribute or convey to any District students enrolled in a program for credit toward a high school diploma or GED during the term of this agreement.
  - 5.3 Designate appropriately certified staff to ensure any course work completed at a UCC site for credit toward a high school diploma or GED meets the requirements as authorized in ORS 336.615 to ORS 336.625 and OAR 581022-1350. In addition,

appropriately certified staff may review assessment data, verify and approve credits and grades for all students participating in a UCC program for credit toward a high school diploma or GED.

- 5.4 Provide UCC with a copy of the school calendar and coordinate with UCC to ensure that grades for course work at UCC are recorded at the same time as all other District grades.
- 5.5 Provide UCC with a copy of the District's Consolidated District Improvement Plan and all amendments and additions thereto.

## 6. Responsibilities of UCC

UCC shall:

- 6.1 For any UCC program offered to District students for credit toward a high school diploma or GED develop and maintain a plan that supports and compliments the District's Consolidated District Improvement Plan and any amendments or additions to that plan. In developing its plan, UCC shall prepare a profile of student performance and provide the District with a copy of both the profile and improvement plan. UCC's plan shall serve as one of the benchmarks for evaluating UCC's performance under this agreement.
- 6.2 Ensure that instruction and assessment practices to all District students enrolled in a UCC program for credit toward a high school diploma or GED meets state content standards at appropriate benchmark levels.
- 6.3 Upon request, provide the District with planned course outlines and written standards for credit attainment in a UCC program for credit toward a high school diploma and cooperate with the District staff assigned to review UCC's curriculum and instructional materials in a UCC program for credit toward a high school diploma or GED and non-credit life skills programs.
- 6.4 Cooperate with the District in developing a referral procedure which insures that students participating in UCC's programs are enrolled in the District's alternative education program.
- 6.5 Not in any manner (by express advocacy or other affirmative conduct) compete with the District for the attendance of students or engage in any conduct for the purpose of inducing students eligible for attendance in schools of the District to refuse such attendance. District supported enrollment in UCC programs must be initiated by a referral through the District's Alternative Program Office.
- 6.6 UCC will make its staff available for consultation with parents or guardians of participating students when necessary or requested by the parents or guardians.

## 7. Financial Obligations

- 7.1 Attendance in any UCC program for credit toward a high school diploma or non-credit life skills program shall be documented and submitted to the District on a monthly basis in accordance with the guidelines described in OAR 581-23-3201.

- (7)
- 7.2 All attendance reports must reflect equivalent student attendance hours from all UCC programs. Actual hourly attendance that documents teachers and instructional group size will be available to the District upon request. UCC programs will use Form 581-3201 A to report enrollment and attendance as part of the state reporting requirements
  - 7.3 The district will pay UCC 80% of the amount as indicated on the official estimate for the State School Fund Grant for the fiscal year. This per-pupil funding amount would be the highest of the AFlat funding formula revenue (d)@, Stop Loss at 100%, and ATotal Revenue under Equalization formula (f)@ calculations. The current year ATransportation Grant@ will be deducted from the highest of these calculations, then that figure would be divided by the current year ADM to arrive at the applicable per-pupil to which the above mentioned 80% will apply. This number will be the per-pupil rate that will be paid for Alternative Programs. In addition to the 80%, the District will pay for one GED test per student per year.
  - 7.4 The equivalent ADM for full-time instruction of students enrolled in UCC life skills programs that are scheduled to operate less than full time shall be computed as follows: a large group of 16 or more students 30 hours per week, an intermediate group of 6-15 students 22.5 hours per week, a small group of 2-5 students 15 hours per week, a tutorial of one student 5 hours per week with one instructor in accountable activities; or some combination thereof which is the equivalent of a maximum of 30 hours of large group instruction, according to individual student needs. Case management services (not limited to student contact) may be counted as large group instruction and constitute up to 10% of equivalent ADM.
  - 7.5 For ADM accounting, the Oregon School Register, or an equivalent that is approved by the District, will be used to track daily attendance and must be submitted monthly to the District from UCC. Programs that are using ADM accounting methods will follow a District school calendar approved by the District and will use the Student Personnel Accounting Report Form 581-3200 to report enrollment, membership and attendance information as part of the state reporting requirements.
  - 7.6 Payment will be made to UCC within 30 days of receipt of invoice.
  - 7.7 Programs for pregnant and parenting teens will qualify for two times the daily rate for full attendance, as described in 7.3 above, once the program has been described and approved by the District and a student referral has been made through the District. Further, for purposes of reporting enrollments, eligible students must be receiving individualized programs or services in accordance with ORS 336.640(4).
  - 7.8 Work Experience programs through UCC will be in compliance with traditional District approved Work Experience Guidelines and Practices (see Exhibit B). Full day programs through UCC that use ADM accounting methods may offer up to two periods release time for students who work. Employed students who are enrolled full time in UCC programs that use ADM accounting methods, may offer up to two periods of work experience. To obtain credit for such release time as part of a work experience program, the student, the employer and UCC must comply with the approved Guidelines and Practices (Exhibit B) and

document the work experience as being part of the overall educational goal for the student. Part time programs through UCC that use ADM equivalent accounting practices may offer credit according to the Guidelines and Practices (Exhibit B) and utilize documented attendance for ADM purposes to a maximum of 10 actual hours per week but not to exceed .5 of equivalent academic attendance. Any exceptions to the District's Work Experience Guidelines and Practices must be specifically outlined and approved by both the District and UCC on the student's PEP or have been approved by the District as part of an overall modification to existing policies.

- 7.9 Pursuant to ORS 339.141, tuition for the regular school program will not be charged to any student who is referred by the District and for whom UCC reports for reimbursement from basic school support funds.

Allowable fees charged by UCC must be subject to ORS 339.147 and ORS 339.155. Textbooks will be purchased by the District with net cost to the District subtracted from the year-end billing.

- 7.10 Upon expiration or termination of this agreement, all charges to the District and payments to UCC will be justified. The District will pay UCC for services to the date of termination or expiration of the contract and UCC will reimburse the District for any amount paid but not earned.

- 7.11 UCC will maintain all financial records used to justify payments from the District for a period of not less than six (6) years from the date of request for payment. UCC will make its financial records used to justify payment from the District available for inspection by the District or the District's auditors for a period of six (6) years following the request for payment for services.

- 7.12 The District's obligation to make payments under this agreement is conditioned upon appropriation of funds pursuant to the Oregon Local Budget Law. The District has appropriated funds for services under this agreement for the fiscal year that ends on June 30th following the date this agreement is signed. If the District determines that funds will not be appropriated for any subsequent fiscal year, the District will notify the administrative representative as soon as this decision is reached by the District Board.

- 7.13 UCC shall allow a representative of the District to examine and copy records that are pertinent to the performance of this contract at reasonable times while the contract is in effect, within six (6) years after termination of this agreement and while any dispute between the parties concerning services provided hereunder is unresolved.

- 7.14 UCC shall be financially responsible for the cost of additional or subsequent training to maintain UCC employee certification, license or professional standing. The District may request that UCC's employees attend or participate in additional training specifically related to District's schools and District's school children. The District shall be financially responsible for the cost of any District specific training that it requests of UCC's employees.

8. Staff

- 8.1 UCC shall provide and properly supervise competent, qualified service providers. Service providers must have any licenses or certificates required by law for performing tasks to which they are assigned. UCC will honor reasonable requests of the District to remove providers who are careless, incompetent or unqualified.
- 8.2 UCC's employees shall not be considered agents or employees of the District. UCC's employees will not be entitled to any benefits from the District that are generally granted to school employees including, but not limited to: vacation, holiday and sick leave, other leaves with pay, medical and dental coverage, life and disability insurance, overtime, Social Security, workers' compensation, unemployment compensation or retirement benefits.
- 8.3 UCC shall comply with all the rules and statutes applicable to alternative education programs, including criminal background checks (ORS 181.539) as set forth in OAR 581-022-1350.

#### 9. Confidentiality of Records

- 9.1 Consistent with Board policy and other applicable rules, regulations and statutes concerning confidential student communications and records, the District staff and staff of UCC will endeavor to share and exchange information needed to provide necessary and appropriate services to students.
- 9.2 UCC agrees that it shall not disclose personally identifiable student information, confidential student communications, or confidential student records to any individual or agency other than the District unless appropriate and lawful written consent to such disclosure is obtained from the parent or guardian or surrogate for the student or any student eighteen (18) years of age or older.
- 9.3 The District and UCC acknowledge that in receiving, storing, processing or otherwise dealing with any personally identifiable information, confidential communications, or confidential records about a student receiving services pursuant to this agreement, it is fully bound by the following specific statutes or regulations: The Family Educational Rights and Privacy Act, 20 USC, 1232 and all subsequent amendments; ORS 326.565; OAR 581-21-210 to 440 and OAR 581-022.1660.

#### 10. Program/Performance Evaluation and Audits

- 10.1 Annually, the District may perform an evaluation of the services provided pursuant to this agreement. Prior to the evaluation, District staff will meet with UCC to review the evaluation criteria and procedure. The District will provide the administrative representative of UCC with a copy of its final program audit or evaluation.
- 10.2 In the event that the District program audit results in areas of concern and a need for improvement, the parties agree to meet and establish an appropriate and reasonable program improvement plan which will be incorporated into and made a part of this agreement.
- 10.3 UCC shall give the District representative the opportunity to provide data, observations, opinions or other useful information to assist UCC in its performance evaluations of

employees who provide services pursuant to this agreement.

- 10.4 Annually upon request, UCC will submit to the District a copy of that portion of its budget that pertains to program services provided under this agreement as well as copies of relevant portions of any audited financial reports concerning pertinent UCC programs.
- 10.5 UCC shall report student progress to the District representative. A report will not be required for summer months. Each report shall contain the following information:
  - (A) Number of students accessing services;
  - (B) Number of referrals;
  - (C) Dates of referrals;
  - (D) Date of initial contact;
  - (E) Frequency of service delivered per referral;
  - (F) Number of completions; and
  - (G) Number of terminations short of completion (and cause).

Reports shall contain such other information that the District and UCC deem necessary to evaluate the quality and quantity of services provided by UCC.

## 11. Insurance

- 11.1 UCC shall, at its own expense, at all times during the term of this contract, maintain the following:
  - (A) A commercial, general liability insurance policy;
  - (B) A comprehensive automobile liability insurance policy, including owned and non-owned automobiles; and
  - (C) An employer's liability insurance policy.

The coverage under each insurance policy must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims, or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.) The insurance provided pursuant to this section will be primary insurance for all third-party claims. The District must be named as an additional insured. UCC shall provide certificates of insurance acceptable to the District upon reasonable request by the District.

- 11.2 UCC is a "subject employer" as defined by Oregon Workers Compensation laws. All persons performing services pursuant to this agreement must be covered by workers' compensation insurance regardless of whether they are "subject workers." Before services are provided to the students of the District, UCC shall provide the District a certificate of insurance for worker's compensation coverage in a form acceptable to the District or a certificate of self-insurance issued by the director of the Oregon Department of Consumer and Business Affairs.

## 12. Hold Harmless/Indemnification

- 12.1 Each party to this Agreement shall be responsible for any and all claims, damages or other liability, including costs of defense and attorney's fees, arising out of the acts or omissions

of its officers, employees and/or agents in the performance of its obligations under this agreement. Neither party assumes any responsibility for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

- 12.2 UCC will not be responsible for third-party claims resulting solely from the negligence or other wrongful acts or omissions of the District or the District's officers, employees or agents.

### 13. Abiding by District Policy/Applicable Laws

- 13.1 The District policies attached hereto as Exhibit A shall be applicable to the administration of this agreement and by this reference are incorporated herein.
- 13.2 UCC shall abide by and comply with all statutes, rules, regulations, orders, policies or other legal requirements of any state, federal or local governmental agency that affect this agreement or the provision of services to students of the District, including, but not limited to: Title VI and IX of the Civil Rights Act of 1964 and subsequent amendments, '504 of the Rehabilitation Act of 1973 and subsequent amendments, the Individuals with Disabilities in Education Act and subsequent amendments, and the Americans with Disabilities Act of 1990.
- 13.3 In performance of this agreement, UCC agrees that it shall not discriminate against any person because of race, religion, color, gender, national origin, marital status, sexual orientation, disabilities or need for special care.
- 13.4 UCC shall not provide or offer to provide any appreciable, pecuniary or material benefit in connection with this agreement to any officer or employee of the District in violation of ORS Chapter 244 or District policy.

### 14. Default/Resolution of Disputes Arising under this Agreement

- 14.1 Both parties enter upon this Agreement in good faith and in the spirit of fair dealing. In the event of a dispute between the parties, the parties shall first seek in good faith to resolve the dispute through negotiation. Either party may request mediation of the dispute and such mediation shall be initiated and be completed within no more than thirty (30) days after the request. Either party may request other non-binding alternative dispute resolutions or may request that the dispute be submitted to binding arbitration. Submission of any dispute to binding arbitration shall be optional.
- 14.2 Either party to this agreement shall be in default of this agreement if that party fails to comply with any provision of this agreement within thirty (30) days after the other party gives notice specifying the breach. If the breach specified in the notice cannot be completely cured within the thirty-day period, no default will occur if the party receiving the notice begins curative action within the thirty-day period and diligently proceeds to cure the breach.
- 14.3 If a default occurs and it is not resolved under subsection 14.1, the party injured by the default may elect to terminate this agreement and pursue any legal rights or remedies available under Oregon law. Any litigation arising out of this agreement shall be conducted

In Douglas County, Oregon and the law of the State of Oregon shall govern. In any litigation arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees to be awarded pursuant to Oregon law.

14.4 Termination under this section will not affect the rights of the parties existing at the time of termination and if UCC is not in default, UCC will be paid for all services performed prior to termination. UCC will not be entitled to payment for lost profits for any services that are not performed prior to termination.

14.5 Unless the District directs otherwise, upon receiving a notice of termination, UCC shall stop providing services and deliver copies of all student records in UCC's possession that are not privileged.

15. Third Party Beneficiary Rights

15.1 UCC is an independent contractor and shall not for any purpose be deemed or represented to be an agent or employee of the District.

15.2 Subcontractors and employees of UCC are not third party beneficiaries of this agreement. The District is not obligated to pay any person or entity who performs services pursuant to this agreement other than UCC.

16. Subcontractors/Assignment

16.1 UCC shall not enter into any subcontracts for services, or assign its obligations under this agreement to any subcontractor or assignee without prior, express written approval of the District.

17. Condition of UCC Facilities or Premises

17.1 UCC shall be responsible for any and all modifications/renovations/ modernization of its site including those that may be mandated by outside agencies in order to receive or maintain any required licensing or funding.

17.2 UCC shall assure the District that any facility that is the site for delivering services to District students will comply with city and state building, fire and health codes and complies with the Environmental Protection Agency's identification and notice standards relative to asbestos. Furthermore, UCC shall assure that any services provided to District students will be accessible to District students with handicapping conditions.

18. Entire Agreement/Amendments and Revisions/Extension

18.1 This document constitutes the final and complete agreement of the parties concerning provision of the services and supercedes all prior and existing written or oral understandings except as otherwise contained and affected by the terms of this agreement.

18.2 On written request from either party, proposed changes to this agreement will be discussed and such changes as are agreed to will become a part of this agreement when reduced to writing and signed by both parties. No portion of this agreement may be

modified or revised based on oral statements or agreements.

- 18.3 Prior to the expiration date of this agreement, the parties may meet and discuss conditions for an extension of this agreement. In the event that either party decides not to renew or extend this agreement, the non-renewing party shall give the other party sufficient notice to enable the other party to make arrangements for a change in service. In the event of non-renewal or non-extension, UCC agrees to continue providing services for a reasonable period beyond the termination date in order to minimize disruptions and inconvenience to Camas Valley High School students. UCC shall be entitled to reasonable reimbursement for continuation of services under this provision.

19. Student Withdrawal

- 19.1 The District may withdraw a student from a UCC program if they are no longer benefiting from the program due to:
  - 19.1.1 Erratic attendance patterns;
  - 19.1.2 Violation of behavior policies or contracts;
  - 19.1.3 Other good cause agreed upon by the District and UCC.
- 19.2 UCC may terminate services to a student for the same reasons listed above.

YONCALLA SCHOOL DISTRICT NO. 32

UMPQUA COMMUNITY COLLEGE