



# YAMHILL CARLTON SCHOOL DISTRICT

120 N. Larch Place - Yamhill, OR 97148 | PH: 503-852-6980 - FX: 503-662-4931 | [www.ycsd.k12.or.us](http://www.ycsd.k12.or.us)

## BOARD OF DIRECTORS WORK SESSION AGENDA

LOCATION; 120 N Larch PL. YAMHILL OR 97148

Or VIA ZOOM <https://zoom.us/j/91341315065?pwd=WEVMZmhoSmkxdE8zcGFqZ3BsQnh5UT09>  
Password: sW66uH

Thursday, December 08, 2022

Work Session: 5:00pm

### AGENDA

- I. Call to Order Work Session
- II. District Financial Review
- III. Adjournment

**Note:** Unless approved, Regular Meetings of the Board of Directors will be no longer than 3 hours in length at any single session. **INTERPRETERS FOR THE HEARING IMPAIRED:** To request interpreter services for this meeting call 503-852-6983 at least 24 hours prior to the meeting.



# YAMHILL CARLTON SCHOOL DISTRICT

120 N. Larch Place - Yamhill, OR 97148 | PH: 503-852-6980 - FX: 503-662-4931 | www.ycsd.k12.or.us

## BOARD OF DIRECTORS REGULAR SESSION AGENDA

LOCATION;120 N LARCH PL. YAMHILL OR 97148

Or VIA ZOOM <https://zoom.us/j/91341315065?pwd=WEVMZmhoSmkxdE8zcGFqZ3BsQnh5UT09>  
Password: sW66uH

Thursday, December 08, 2022

Regular Session: 6:00pm

### AGENDA

- I. **Call to Order Regular Session**
- II. **Flag Salute**
- III. **Individuals, Delegations, Recognitions, and Communications**
  - A. YCHS – Scott Henderson & Brad Post – Student Spot Light
  - B. YCHS Student body Representative – Verbal report
  - C. YCES – Amanda Dallas – Verbal Report
  - D. YCIS – Matt Wiles & Chad Tollefson – Verbal Report

*Public Comment – The Board welcomes you to its monthly meeting. We ask that you complete an Intent to Speak Form by sending an email to the Board Secretary at [vertnert@ycschools.org](mailto:vertnert@ycschools.org). The Board will receive public comments at this time but will defer issues to the appropriate administrator. During public comment, the Board listens but neither discusses, nor responds to questions and concerns. Speakers are limited to three minutes.*

- IV. **Review of Agenda (Action Item)**
- V. **Regular Session- Consent Agenda (Action Item)**
  - A. Approval of Board of Directors minutes
    1. Regular meeting November 10, 2022
  - B. Personnel
  - C. Enrollment
- VI. **Announcements and Reports**
  - A. Superintendent's Report – Clint Raever – Verbal Report
  - B. District Facilities Report- Ian Barr – Verbal Report
  - C. Financials & List of Bills for November 2022 – Tami Zigler (Action Item)

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**VII. New Business**

- A. Approval for out of state travel for YCHS Rocketry Team- April 2023
- B. School Improvement Act (SIA) Annual Report (Action Item)
- C. 1<sup>st</sup> Read of Policies
  - 1. Interscholastic Activities (IGDJ)
  - 2. Criminal Records Checks & Fingerprinting (GCDA/GDDA-AR)
  
- D. Approve Updated Policies (Action Item)
  - 1. Personnel Records (GBL)
  - 2. Special Education - Individualized Education Program (IEP) (IGBAF)
  - 3. Special Education - Individualized Education Program (IEP) (IGBAF-AR)
  - 4. Special Education - Procedural Safeguards\*\* (IGBAG-AR)
  - 5. Workplace Harassment (GBEA)

VIII. Board of Directors Comments

IX. Adjournment

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120 N. Larch Place - Yamhill, OR 97148 | PH: 503-852-6980 - FX: 503-662-4931 | www.ycsd.k12.or.us

## BOARD OF DIRECTORS REGULAR SESSION MINUTES

LOCATION; YCSD BOARDROOM, 120 N LARCH PL. YAMHILL OR 97148

Or VIA ZOOM <https://zoom.us/j/91341315065?pwd=WEVMZmhoSmkxdE8zcGFqZ3BsQnh5UT09>  
Password: sW66uH

Thursday, November 10, 2022

Regular Session: 6:00pm

### MINUTES

**School Board Members in attendance:** Susan Fitzgerald, Ken Watson, Erin Galyean, Jajetta Dumdi

**District members in attendance:** Clint Raever, John Horne, Tami Zigler, Scott Henderson, Matt Wiles, Amanda Dallas, Ian Barr & Tina Vertner

**Community members in attendance:** Morgan Bishop, Jennifer Tuning, Maddy Tuning, Kaden Raever, & Hans Nordstrom

- I. **Flag Salute**
- II. **Call to Order Regular Session**
- III. **Individuals, Delegations, Recognitions, and Communications**

A. YCES – Amanda Dallas – Verbal Report

- Shout out to staff for the great Trunk or Treat turn out.
- Conferences will be Monday and Tuesday of Thanksgiving week.
- Dibels progress report is showing a lot of growth and are trending upwards.
- DESSA data is looking good. YCES will be focusing on goal directed behavior building wide. Cruz is finalizing small groups for targeted intervention.
- Math intervention data pulled data from the red zone students in iReady and gave them the intervention assessment and pulled the lowest students.

B. YCIS – Matt Wiles & Chad Tollefson – Student Spot Light

- YCIS spotlight was treating the board to a sneak peek of the Play Tinkerbell. Play showtimes start November 17<sup>th</sup> and run through November 19<sup>th</sup>.
- Shout out to Ally Milner for all of her hard work with the Fall play Tinkerbell.
- Parent conferences will be Monday and Tuesday of Thanksgiving week.
- Progress reports sent out Tuesday of this week.
- 5<sup>th</sup> Grade teacher hired and starting 11/21/2022

C. YCHS – Scott Henderson & Brad Post – Verbal Report

Scott Henderson:

- Looking at adopting a new math curriculum to better help the students.
- 3 more seniors are now on track to graduate, thanks to the hard work of the students and staff members.
- Working with families to find ways to improve attendance among the students who have a low attendance rate.

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Brad Post:

- YC had a great athletic fall season.
- Girls soccer, Volleyball and football made 2<sup>nd</sup> in league.
- Working with coaches and district office to streamline onboarding and requirements.

D. YCHS Student body Representative – Verbal report

- Maddy Tuning, Vice President of ASB joined the board meeting tonight.
- Had a great Leadership conference and the team was able to attend both leadership and mental health workshops.
- Can food drive is currently going on. The leadership team has set a goal of 5, 000 cans.

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**IV. Review of Agenda (Action Item)**

K. Watson moved to approve the agenda as presented. E. Galyean seconded. All in Favor, Motion passes.

**V. Regular Session- Consent Agenda (Action Item)**

A. Approval of Board of Directors minutes

1. Regular meeting October 13, 2022
2. Work Session meeting October 27, 2021

B. Personnel

C. Enrollment

E. Galyean moved to approve the Consent Agenda as presented. J. Dumdi seconded. All in Favor, Motion passes.

**VI. Announcements and Reports**

A. Superintendent's Report – Clint Raever – Verbal Report

- Shout out to Bailey's Nursery for donating the beautiful plants in from of the District Office.
- Shout out to Amanda and the YCES Crew for an amazing turn out at the Trunk or Treat event.
- Met with local Police Departments and the Yamhill Fire station to discuss emergency protocols. Making sure everyone is on the same page and prepared.
- Brightside will be installing a new intercom system, at YCHS next week. Project should be completed in 3 weeks.
- CDC made recommendations to the states to have the Covid Vaccine added to the list of required vaccines to attend school. It will be up to each state to take the next steps.
- Covid Vaccine requirements or a Medical or Religious exception are still required for all staff, coaches or volunteers at the schools.

B. District Facilities Report- Ian Barr – Verbal Report

- Faulty Radon meter at YCES gave off alarming measurements. To be safe district had a Radon test completed and numbers were in the green.
- YCES is having issues with heat pump, Ian will continue to work on coming up with a solution

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- #91 building at YCES will need to have walls replaced due to mold in the walls. Ian feels good knowing that most of the work can be done in house, which will save money.
- Extra sanitizing has been going on through the schools to help control Hand, Foot & mouth, along with other flu bugs going around at this time.
- Football Stadium is still waiting on the Engineer for the layout of what needs to be replaced and what can be saved from current structure.

C. Financials & List of Bills for October 2022 – Tami Zigler (Action Item)

*E. Galyean moved to accept the Financials & List of Bills for October 2022 as presented. J. Dumdi seconded. All in Favor, Motion passes.*

**VII. New Business**

A. Out of State travel for Amanda Dallas to attend the Innovative Conferences

- San Francisco, CA: 2/17/2023 – 2/19/2023
- Houston, TX: 2/19/2023 – 2/24/2023
- New York, NY: 4/21/2023 – 4/23/2023

E. Galyean moved to approve the out of state travel for Amanda Dallas to attend the Innovative Conferences. K. Watson seconded. All in favor, motion passes.

B. Approve State Report card (Action Item)

E. Galyean moved to accept the State Report Card as presented. J. Dumdi seconded. All in Favor, Motion passes.

C. 1<sup>st</sup> Reading of Policies

1. Personnel Records (GBL)
2. Special Education - Individualized Education Program (IEP) (IGBAF)
3. Special Education - Individualized Education Program (IEP) (IGBAF-AR)
4. Special Education - Procedural Safeguards\*\* (IGBAG-AR)
5. Workplace Harassment (GBEA)

VIII. Board of Directors Comments

IX. Adjournment

S. Fitzgerald adjourned meeting @ 8:05 pm

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Yamhill Carlton School District  
Human Resources  
Board Report  
December , 2022



**New Hires**

Wendy Garland, 5th grade teacher

**Resign/Retire/Term Employees**

Laurie Busse, YCES Custodian

Meg Amerson, YCIS 8th Grade Language Arts Teacher

Lisa Challinor, YCES Custodian

**Current Employees: Position Changes**

Jennifer Tuning, From YCIS Gen Ed IA to YCIS Office Secretary

**Currently Open Positions**

YCIS Gen Ed IA

2- YCES Custodian

YCIS 8th Grade Language Arts Teacher

**Yamhill Carlton School District Enrollment Report**

**November**

**2022**

**District Enrollment for 2022-23 School Year**

	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>
YCES	301	297	299	-	-	-	-	-	-	-
YCIS	332	329	330	-	-	-	-	-	-	-
YCHS	293	290	288	-	-	-	-	-	-	-
Alliance	192	194	191	-	-	-	-	-	-	-
<b>Total</b>	<b>1,118</b>	<b>1,110</b>	<b>1,108</b>	-	-	-	-	-	-	-

**YCES Enrollment for 2022-23 School Year**

	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>
Kindergarten	73	71	72	-	-	-	-	-	-	-
1st Grade	66	65	65	-	-	-	-	-	-	-
2nd Grade	73	72	71	-	-	-	-	-	-	-
3rd Grade	89	89	91	-	-	-	-	-	-	-
<b>22/23 Total</b>	<b>301</b>	<b>297</b>	<b>299</b>	-	-	-	-	-	-	-
21/22 Total	265	269	271	264	273	274	270	268	268	266
20/21 Total	231	229	230	228	225	221	225	223	223	223
19/20 Total	362	365	366	361	363	361	358	364	367	366
18/19 Total	336	337	337	337	332	332	330	332	332	331

**YCIS Enrollment for 2022-23 School Year**

	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>
4th Grade	57	57	55	-	-	-	-	-	-	-
5th Grade	66	66	65	-	-	-	-	-	-	-
6th Grade	75	75	78	-	-	-	-	-	-	-
7th Grade	70	70	70	-	-	-	-	-	-	-
8th Grade	64	61	62	-	-	-	-	-	-	-
<b>22/23 Total</b>	<b>332</b>	<b>329</b>	<b>330</b>	-	-	-	-	-	-	-
21/22 Total	343	342	347	349	351	348	343	347	349	345
20/21 Total	291	287	276	276	272	273	282	291	282	282
19/20 Total	308	312	311	313	307	303	303	307	307	307
18/19 Total	325	310	312	310	310	305	304	305	304	303

*For FY 18/19 19/20, the 4th grade was counted at YCES.*



**YCHS Enrollment for 2022-23 School Year**

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
9th Grade	74	75	76	-	-	-	-	-	-	-
10th Grade	77	75	74	-	-	-	-	-	-	-
11th Grade	73	71	70	-	-	-	-	-	-	-
12th Grade	69	69	68	-	-	-	-	-	-	-
Transition	-	-	-	-	-	-	-	-	-	-
<b>22/23 Total</b>	<b>293</b>	<b>290</b>	<b>288</b>	-	-	-	-	-	-	-
21/22 Total	284	283	285	285	278	281	281	278	276	277
20/21 Total	290	290	292	290	290	290	291	291	276	291
19/20 Total	299	300	298	295	295	290	286	287	284	284
18/19 Total	277	277	279	281	278	281	279	274	275	261

**Alliance Academy Enrollment 2022-23**

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Kindergarten	16	16	16	-	-	-	-	-	-	-
1st Grade	27	27	27	-	-	-	-	-	-	-
2nd Grade	25	25	25	-	-	-	-	-	-	-
3rd Grade	21	21	21	-	-	-	-	-	-	-
4th Grade	25	26	24	-	-	-	-	-	-	-
5th Grade	23	23	23	-	-	-	-	-	-	-
6th Grade	21	21	21	-	-	-	-	-	-	-
7th Grade	12	13	13	-	-	-	-	-	-	-
8th Grade	8	8	8	-	-	-	-	-	-	-
9th Grade	4	3	3	-	-	-	-	-	-	-
10th Grade	5	5	5	-	-	-	-	-	-	-
11th Grade	5	6	5	-	-	-	-	-	-	-
12th Grade	-	-	-	-	-	-	-	-	-	-
<b>22/23 Total</b>	<b>192</b>	<b>194</b>	<b>191</b>	-	-	-	-	-	-	-
21/22 Total	137	134	135	134	127	125	129	130	129	128
20/21 Total	255	258	266	269	267	254	250	234	247	247
19/20 Total	91	91	91	92	89	90	88	88	88	88
18/19 Total	88	89	94	94	99	105	106	106	103	103

*For FY 18/19 19/20, the 4th grade was counted at YCES.*

*Mission*

*The Yamhill-Carlton School District champions the growth of its students. Our students recognize their individual strengths and talents, overcome their challenges, grow past proficiency, and succeed in their aspirations so each may contribute positively to a local and global society.*



To: Board of Directors – Yamhill Carlton School District  
Clint Raever, Superintendent

From: Tami Zigler, Business Manager

Date: December 8, 2022

Re: District Financial Report

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**SUMMARY for Fiscal Year 2022-2023**

**This General Fund summary excludes Beginning Fund Balance (5400-5499).**

For the current period, total revenue was \$479,771 more than planned and total expenditures were \$370,934 less than planned. The combined result is a \$850,704 favorable surplus condition for the current year period.

**REVENUES**

**TAXES:** Taxes are \$573,221 over plan. This favorable condition represents 19.1% of the year-to-date plan amount of \$3,002,417. The current year variance amount is considered material, and was primarily driven by an increase in 1111 CURRENT YEAR TAXES. For the current year period, Taxes increased 10.9% over the prior year period compared to an average increase of 7.9% over the preceding 4 years.

**TUITION, FEES, OTHER:** Tuition, Fees, Other is \$37,273 under plan. This unfavorable condition represents -60.2% of the year-to-date plan amount of \$61,941. This variance amount is considered material, and was primarily driven by a decrease in 1990 MISCELLANEOUS. For the current year period, Tuition, Fees, Other decreased 71.0% over the prior year period compared to an average increase of 16.2% over the preceding 4 years.

**EARNINGS ON INVESTMENTS:** Earnings on Investments are \$27,321 over plan. This favorable condition represents 384.3% of the year-to-date plan amount of \$7,109. The current year variance amount is considered material, and was primarily driven by an increase in 1510 INTEREST ON INVESTMENTS. For the current year period, Earnings on Investments increased 489.0% over the prior year period compared to an average decrease of 7.7% over the preceding 4 years.

**INTERMEDIATE REVENUE:** Intermediate Revenue is \$105 over plan. This amount is considered trivial and meets expectations based on budget appropriations.

**STATE UNRESTRICTED AID AND SSF:** State Unrestricted Aid and SSF is \$83,604 under plan. This unfavorable condition represents -2.4% of the year-to-date plan amount of \$3,556,288. This variance amount is considered tolerable, and was primarily driven by a decrease in 3101 STATE SCHOOL FUND - GENERAL SUPPORT. For the current year period, State Unrestricted Aid and SSF increased 5.8% over the prior year period compared to an average increase of 0.3% over the preceding 4 years.

## **EXPENDITURES**

**SALARIES:** Salaries are \$79,568 under plan. This favorable condition represents -4.7% of the year-to-date plan amount of \$1,695,043. This variance amount is considered tolerable, and was primarily driven by decreases in 0111 LICENSED SALARIES, 0112 CLASSIFIED SALARIES, and 0130 ADDITIONAL SALARY. For the current year period, Salaries increased 5.0% over the prior year period compared to an average increase of 1.7% over the preceding 4 years.

**ASSOCIATED PAYROLL COSTS:** Associated Payroll Costs are \$104,620 under plan. This favorable condition represents -11.1% of the year-to-date plan amount of \$940,893. This variance amount is considered material, and was primarily driven by a decrease in 0241 EMPLOYEES INSURANCE. For the current year period, Associated Payroll Costs increased 4.0% over the prior year period compared to an average increase of 3.6% over the preceding 4 years.

**PURCHASED SERVICES:** Purchased Services are \$184,055 under plan. This favorable condition represents -24.5% of the year-to-date plan amount of \$749,926. This variance amount is considered material, and was primarily driven by a decrease in 0310 INSTR, PROF & TECH SRVS. For the current year period, Purchased Services increased 0.4% over the prior year period compared to an average decrease of 2.2% over the preceding 4 years. The largest Purchased Services groups - 0331 REIMBURSABLE STUDENT TRANSPORTATION, 0310 INSTR, PROF & TECH SRVS, 0325 ELECTRICITY, 0327 WATER AND SEWAGE, and 0311 SUBSTITUTE SERVICES, representing 74.9% of total Purchased Services, increased by 7.4%.

**SUPPLIES:** Supplies are \$124,305 under plan. This favorable condition represents -31.8% of the year-to-date plan amount of \$391,234. This amount is considered material, and was primarily driven by decreases in 0420 TEXTBOOKS, and 0470 COMPUTER SOFTWARE. For the current year period, Supplies increased 48.7% over the prior year period compared to an average decrease of 2.8% over the preceding 4 years.

**CAPITAL OUTLAY:** Capital Outlay is \$47,026 under plan. This favorable condition represents -39.6% of the year-to-date plan amount of \$118,842. The current year variance amount is considered material, and was primarily driven by a decrease in 0550 TECHNOLOGY. For the current year period, Capital Outlay decreased 4.7% over the prior year period. The largest Capital Outlay group - 0541 INITIAL & ADDITIONAL EQUIPMENT PURCHASE, representing 91.4% of total Capital Outlay, increased by 741.2%.

**OTHER OBJECTS:** Other Objects are \$3,967 over plan. This unfavorable condition represents 1.7% of the year-to-date plan amount of \$231,809. This variance amount is considered trivial and meets expectations based on budget appropriations. For the current year period, Other Objects increased 7.5% over the prior year period compared to an average increase of 9.7% over the preceding 4 years.

**TRANSFERS:** Transfers are \$164,675 over plan. This unfavorable condition represents 127.7% of the year-to-date plan amount of \$128,942. The current year variance amount is considered material, and was primarily driven by increases in 0791 TRANSFER TO BUILDING FUND, and 0790 OTHER TRANSFERS. For the current year period, Transfers decreased 6.7% over the prior year period. The largest Transfers groups - 0791 TRANSFER TO BUILDING FUND, and 0790 OTHER TRANSFERS, representing 81.3% of total Transfers, decreased by 0.4%.

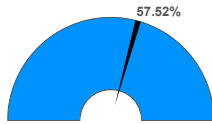
**OTHER USES OF FUNDS:** Other Uses of Funds are on plan. This amount is considered trivial and meets expectations based on budget appropriations.

*Information provided by Frontline Analytics powered by Forecast5.*

# 100 GENERAL FUND Revenue Dashboard Summary

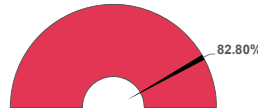
For the Period Ending November 30, 2022

Actual YTD Revenues



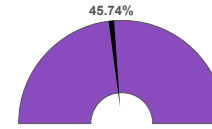
Projected YTD Revenues  
53.64%

Actual YTD Local Sources



Projected YTD Local Sources  
69.97%

Actual YTD State Sources



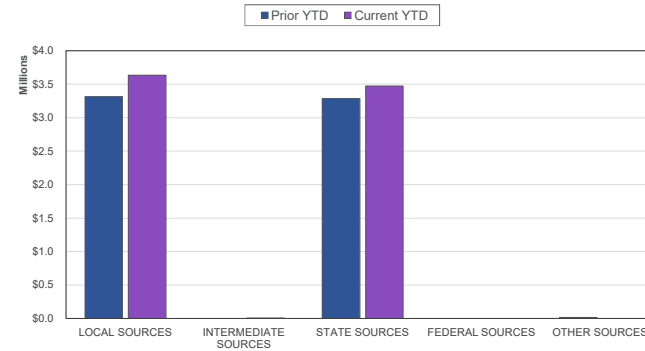
Projected YTD State Sources  
46.84%

## General Fund Revenues

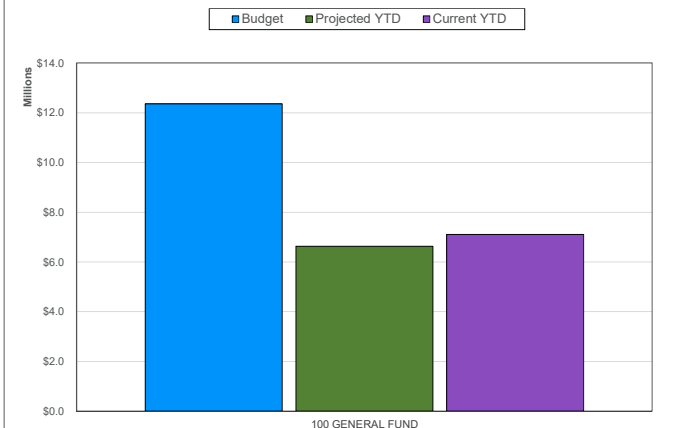
Top 10 GENERAL FUND Sources of Revenue (Year-to-Date)

Ad Valorem Taxes Levied By District	\$3,570,126
State School Fund	\$3,472,684
Resources - Beginning Fund Balance	\$2,229,182
Interest On Investments	\$34,430
Fees	\$15,750
Miscellaneous	\$6,451
Penalties And Interest On Taxes	\$5,511
Rentals	\$1,320
Fees Charged To Grants	\$1,146
Intermediate   Tax (City And County Income Taxes)	\$105
<b>Percent of Total Revenues Year-to-Date</b>	<b>100.00%</b>

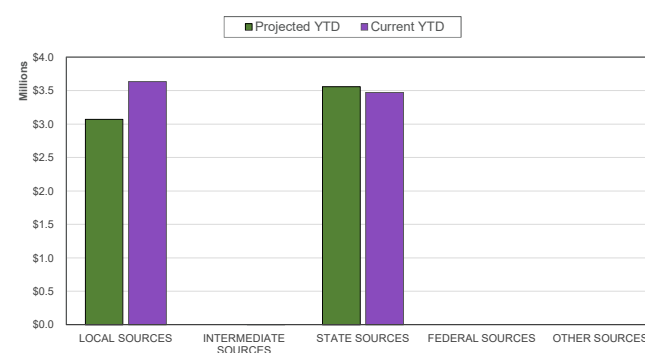
GENERAL FUND Revenue by Source | Prior YTD vs. Current YTD



Revenues by Fund | Budget / Projected YTD / Current YTD



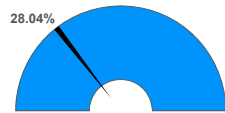
GENERAL FUND Revenue by Source | Projected YTD vs. Current YTD



# 100 GENERAL FUND Expense Dashboard Summary

For the Period Ending November 30, 2022

Actual YTD Expenditures



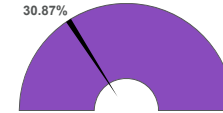
Projected YTD Expenditures  
30.72%

Actual YTD Salaries/Benefits



Projected YTD Salaries/Benefits  
29.10%

Actual YTD Other Objects



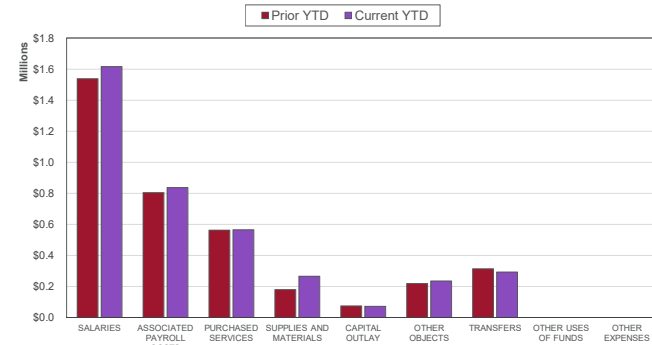
Projected YTD Other Objects  
31.89%

## General Fund Expenditures

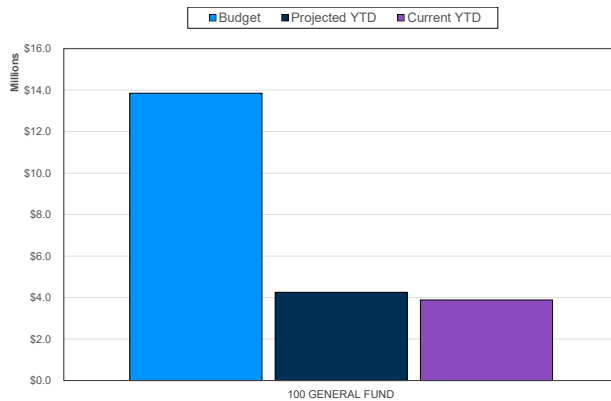
Top 10 GENERAL FUND Expenditures by Program (Year-to-Date)

Licensed Salaries	\$728,254
Classified Salaries	\$364,085
Employees Insurance	\$328,986
Administrators	\$287,628
Pers Ual Contribution	\$280,673
Reimbursable Student Transportation	\$203,748
Property Insurance Premiums	\$180,444
Textbooks	\$153,449
Transfer To Building Fund	\$121,100
Fica/Medicare	\$120,384
<b>Percent of Total Expenditures Year-to-Date</b>	<b>71.25%</b>

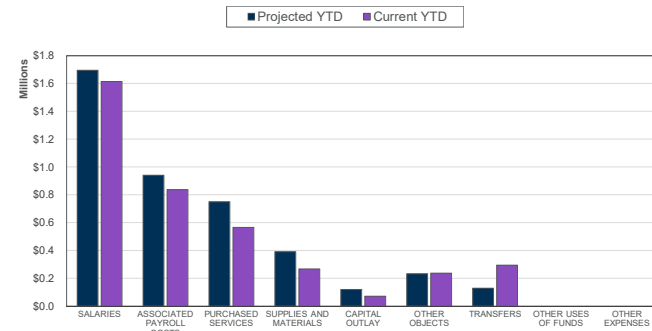
GENERAL FUND Expenditures by Object | Prior YTD vs. Current YTD



Expenditures by Fund | Budget / Projected YTD / Current YTD



GENERAL FUND Expenditures by Object | Projected YTD vs. Current YTD

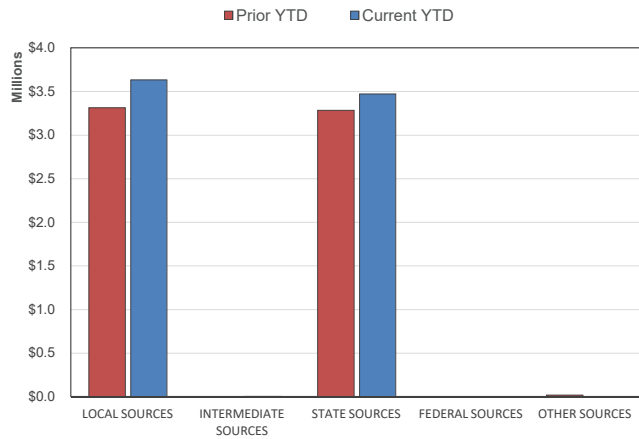


# 100 GENERAL FUND | Financial Summary by Object

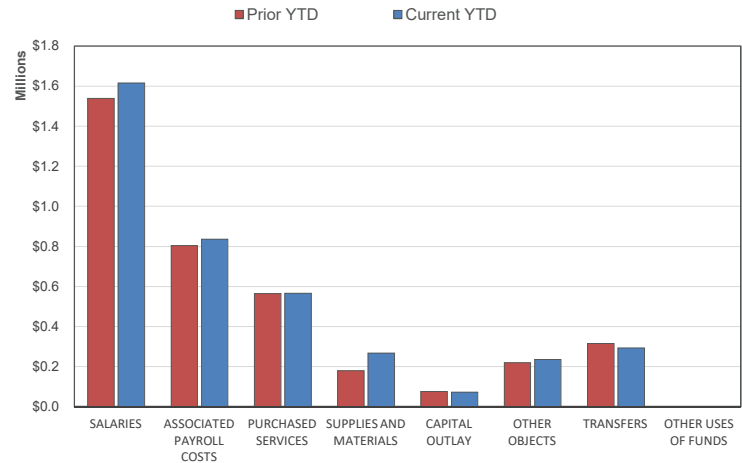
For the Period Ending November 30, 2022

	Prior YTD		YTD % of PY Actual		Current YTD		Annual Budget		YTD % of Budget	
	\$		\$		\$	\$				
<b>Beginning Fund Balance</b>	\$ 1,899,600		\$ 1,899,600		\$ 2,229,182	\$ 1,500,000				
<b>REVENUES</b>										
Local Sources	3,314,644		4,092,569	80.99%	3,634,736	4,389,725		82.80%		
Intermediate Sources	-		166,694	0.00%	105	375,000		0.03%		
State Sources	3,283,214		7,164,071	45.83%	3,472,684	7,591,710		45.74%		
Federal Sources	-		-		-	-				
Other Sources	17,273		17,273	100.00%	-	-				
<b>TOTAL REVENUE</b>	<b>\$ 6,615,131</b>		<b>\$ 11,440,607</b>	<b>57.82%</b>	<b>\$ 7,107,525</b>	<b>\$ 12,356,435</b>		<b>57.52%</b>		
<b>EXPENDITURES</b>										
Salaries	\$ 1,538,348		\$ 5,155,869	29.84%	\$ 1,615,475	\$ 5,726,471		28.21%		
Associated Payroll Costs	803,763		2,780,466	28.91%	836,273	3,365,472		24.85%		
Purchased Services	563,761		1,985,625	28.39%	565,871	2,444,433		23.15%		
Supplies and Materials	179,497		289,972	61.90%	266,929	607,234		43.96%		
Capital Outlay	75,375		101,283	74.42%	71,816	137,400		52.27%		
Other Objects	219,383		225,729	97.19%	235,776	240,750		97.93%		
Transfers	314,579		514,579	61.13%	293,617	313,617		93.62%		
Other Uses of Funds	-		-		-	1,021,058		0.00%		
Other Expenses	-		-		-	-				
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,694,705</b>		<b>\$ 11,053,523</b>	<b>33.43%</b>	<b>\$ 3,885,756</b>	<b>\$ 13,856,435</b>		<b>28.04%</b>		
<b>SURPLUS / (DEFICIT)</b>	<b>\$ 2,920,426</b>		<b>\$ 387,084</b>		<b>\$ 3,221,768</b>	<b>\$ (1,500,000)</b>				
<b>ENDING FUND BALANCE</b>	<b>\$ 4,820,026</b>		<b>\$ 2,286,684</b>		<b>\$ 5,450,950</b>	<b>\$ -</b>				

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD



# Yamhill-Carlton School District No. 1

## Approval of Bills Report

Fiscal Year: 2022-2023

**Criteria:** **From Check Date:** 11/01/2022 **To:** 11/30/2022 **Voucher:** ALL  
**Report Sort:** FUND **From Fund:** 100 **To:** 900

Page Break

Exclude Invoice Description

Check Number	Vendor	Amount
<b>100 - GENERAL FUND</b>		
0	ALEXANDRA TODD	\$179.00
0	ALISON CHEATHAM	\$379.90
60260	ALL ABOUT LEARNING PRESS, INC.	\$287.75
60281	ALPHA ENVIRONMENTAL SERVICES INC	\$1,189.58
0	AMANDA GREENE	\$703.00
0	AMAZON CAPITAL SERVICES	\$2,226.99
0	AMERSON, MEGAN M	\$183.59
0	AMUZU, NICOLE M	\$169.06
0	AMY BRITTELL	\$284.00
0	AMY LYNN LONG	\$175.00
0	BARROWS, ARMON C	\$132.95
0	BELT-VERHOEF, STEPHANIE	\$164.37
0	BOTTEN'S EQUIPMENT RENTAL INC	\$74.00
60309	BRIGHTSIDE ELECTRIC AND	\$1,430.00
0	BRYAN LONG	\$888.00
0	CALEB WELLBROCK	\$167.05
60313	CARISSA COLLINS	\$675.00
0	CARNEGIE LEARNING INC	\$1,500.00
0	CENTURY LINK	\$203.78
60317	CHAD SCOTT	\$250.00
0	CHELSEA PETERSON	\$465.00
0	CHELSEA POGUE	\$279.87
60261	CHOWN INC	\$426.14
60282	CHOWN INC	\$171.08
60297	CHOWN INC	\$18.86
60283	CITY OF CARLTON	\$1,890.51
60262	CITY OF YAMHILL	\$6,467.51





# Yamhill-Carlton School District No. 1

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**Report Sort:** FUND **From Fund:** 100 **To:** 900

Page Break

Exclude Invoice Description

Check Number	Vendor	Amount
<b>100 - GENERAL FUND</b>		
0	LOMELI, JASMINE	\$90.00
60322	LORI BROUILLETTE	\$90.00
0	LUCIANA RUMAGIT	\$144.00
0	MCCATHRON, EMILY D	\$40.00
60301	MCMINNVILLE GAS INC.	\$250.00
0	MEGHAN PLIES	\$896.86
0	MICHAEL CRISP	\$150.00
0	MID COLUMBIA BUS CO., INC	\$155,144.59
0	MOLLY PANIDA	\$656.00
60272	OFFICE DEPOT, INC	\$399.90
60286	OREGON EQUIPMENT SALES LLC	\$410.00
60310	OREGON SMALL SCHOOLS ASSOC	\$1,026.00
60302	OREGON WRESTLING CLASSIC	\$350.00
60273	PACIFIC FIRE SUPPRESSION LLC	\$2,250.00
60287	PACIFIC FIRE SUPPRESSION LLC	\$235.00
60311	PACIFIC FIRE SUPPRESSION LLC	\$3,860.00
0	PACIFIC OFFICE AUTOMATION (LEASE)	\$1,555.00
60323	PARKER BALDWIN	\$260.00
60288	PORTLAND GENERAL ELECTRIC	\$13,426.83
0	PROCARE THERAPY	\$3,489.00
60274	RAINBOW RESOURCE CENTER, INC	\$882.65
0	REBECCA KENT	\$258.00
60289	RECOLOGY OREGON COMPOST, MCMINNVILLE	\$338.00
60306	RECOLOGY OREGON COMPOST, MCMINNVILLE	\$140.00
60275	RECOLOGY WESTERN OREGON GARBAGE	\$1,040.64
0	RHONDA BONHAM	\$538.00
60276	SALEM ACADEMY	\$225.00



# Yamhill-Carlton School District No. 1

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 Report Sort: FUND From Fund: 100 To: 900

Page Break

Exclude Invoice Description

Check Number	Vendor	Amount
<b>233 - MEASURE 98</b>		
0	AMAZON CAPITAL SERVICES	\$59.64
0	VANDERZANDEN, BRENDA R	\$47.99
<b>Total for 233 - MEASURE 98</b>		<b>\$107.63</b>
<b>250 - FOOD SERVICES</b>		
0	AMAZON CAPITAL SERVICES	\$17.99
60265	ECOLAB	\$249.69
60300	ECOLAB	\$2,442.80
0	GOODY MAN DISTRIBUTING INC	\$377.91
0	SPRING VALLEY DAIRY INC	\$979.09
60279	SYSCO FOOD SERVICES	\$7,065.80
60291	SYSCO FOOD SERVICES	\$1,123.35
60303	SYSCO FOOD SERVICES	\$3,135.18
60307	SYSCO FOOD SERVICES	\$168.10
60315	SYSCO FOOD SERVICES	\$1,194.12
<b>Total for 250 - FOOD SERVICES</b>		<b>\$16,754.03</b>
<b>261 - TAP GRANT ODE</b>		
60259	ALEXIN ANALYTICAL LABORATORIES INC	\$1,000.00
<b>Total for 261 - TAP GRANT ODE</b>		<b>\$1,000.00</b>
<b>280 - STUDENT BODY FUNDS</b>		
0	AMAZON CAPITAL SERVICES	\$1,519.02
0	AMERSON, MEGAN M	\$266.11
60298	DAVISON AUTO PARTS	\$755.88
60264	DOUBLE EAGLE SILKSCREEN & EMBROIDERY	\$1,242.00
60269	JACKSON CO 4-H FFA HERITAGE CLUB	\$205.00
0	MCKINNEY, RENEE R	\$87.31
0	NASSP	\$385.00

# Yamhill-Carlton School District No. 1

## Approval of Bills Report

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**Report Sort:** FUND **From Fund:** 100 **To:** 900

Page Break

Exclude Invoice Description

Check Number	Vendor	Amount
<b>280 - STUDENT BODY FUNDS</b>		
60314	OMSI	\$1,556.00
0	REGALADO, KRISTEN	\$30.99
0	SENN, MINDY L	\$51.51
0	VANDERZANDEN, BRENDA R	\$152.51
60308	YC INTERMEDIATE SCHOOL	\$200.00
<b>Total for 280 - STUDENT BODY FUNDS</b>		<b>\$6,451.33</b>
<b>283 - YCHS STUDENT BODY</b>		
20671	LEGACY HEALTH	\$44.00
0	MCGHEHEY, TRACIE S	\$97.97
<b>Total for 283 - YCHS STUDENT BODY</b>		<b>\$141.97</b>
<b>300 - DEBT SERVICE FUNDS</b>		
60304	US BANK ST PAUL	\$237,872.74
<b>Total for 300 - DEBT SERVICE FUNDS</b>		<b>\$237,872.74</b>
<b>410 - SEISMIC GRANT 20-21</b>		
0	BROCKAMP & JAEGER INC	\$195,448.55
0	WRK ENGINEERS INC	\$14,196.00
<b>Total for 410 - SEISMIC GRANT 20-21</b>		<b>\$209,644.55</b>
Grand Total:		<b>\$770,495.60</b>

End of Report

Yamhill-Carlton School District No. 1

Expenditure Summary Report

Fiscal Year: 2022-2023

Criteria: Report Sort: Fund

From Date: 10/01/2022

To Date: 10/31/2022

Fund: 100	GENERAL FUND					
Remit Name		Check#	FUND	FUNCTION	OBJECT	Amount
<hr/>						
UMPQUA BANK-CC						
		0	GENERAL FUND	EXECUTIVE ADMINISTRATION SERVICES	CONSUMABLE SUPPLIES & MATERIALS	\$50.88
		0	GENERAL FUND	HIGH SCHOOL PROGRAMS	CONSUMABLE SUPPLIES & MATERIALS	\$61.71
		0	GENERAL FUND	HIGH SCHOOL-EXTRACURRICULAR	DUES AND FEES	\$381.60
		0	GENERAL FUND	OFFICE OF THE PRINCIPAL	CONSUMABLE SUPPLIES & MATERIALS	\$25.56
		0	GENERAL FUND	OPERATION & MAINTENANCE - PLANT SERVICES	CONSUMABLE SUPPLIES & MATERIALS	\$246.40
		0	GENERAL FUND	OPERATION & MAINTENANCE - PLANT SERVICES	NON-CONSUMABLE ITEMS	\$98.98
		0	GENERAL FUND	OPERATION & MAINTENANCE - PLANT SERVICES	REPAIRS & MAINTENANCE SERVICES	\$89.96
		0	GENERAL FUND	TECHNOLOGY SERVICES	CONSUMABLE SUPPLIES & MATERIALS	\$1,580.14
				Total for UMPQUA BANK-CC		\$2,535.23
				Total for GENERAL FUND		\$2,535.23

Fund: 212	ESSER II FUNDS 2020-2023					
Remit Name		Check#	FUND	FUNCTION	OBJECT	Amount
<hr/>						
UMPQUA BANK-CC						
		0	ESSER II FUNDS 2020-2023	HIGH SCHOOL PROGRAMS	NON-CONSUMABLE ITEMS	\$1,499.96
				Total for ESSER II FUNDS 2020-2023		\$1,499.96

Fund: 230	MISC GRANTS					
Remit Name		Check#	FUND	FUNCTION	OBJECT	Amount
<hr/>						
UMPQUA BANK-CC						
		0	MISC GRANTS	HIGH SCHOOL PROGRAMS	TRAVEL, OUT OF DISTRICT	\$118.18
				Total for MISC GRANTS		\$118.18

Fund: 280	STUDENT BODY FUNDS					
Remit Name		Check#	FUND	FUNCTION	OBJECT	Amount
<hr/>						
UMPQUA BANK-CC						

Yamhill-Carlton School District No. 1

Expenditure Summary Report

Fiscal Year: 2022-2023

Criteria: Report Sort: Fund

From Date: 10/01/2022

To Date: 10/31/2022

Fund: 280	STUDENT BODY FUNDS						
Remit Name	Check#	FUND	FUNCTION	OBJECT			Amount
	0	STUDENT BODY FUNDS	UNDESIGNATED	ACCOUNTS RECEIVABLE			\$437.71
			Total for STUDENT BODY FUNDS				\$437.71
				Grand Total:			\$4,591.08

Recap for FUND for GENERAL FUND		
100	GENERAL FUND	\$2,535.23
212	ESSER II FUNDS 2020-2023	\$1,499.96
230	MISC GRANTS	\$118.18
280	STUDENT BODY FUNDS	\$437.71

End of Report



# YAMHILL CARLTON SCHOOL DISTRICT

120 N. Larch Place - Yamhill, OR 97148 | PH: 503-852-6980 - FX: 503-662-4931 | www.ycsd.k12.or.us

## Yamhill Carlton School District Student Investment Account (SIA) 2021-2022 Annual Report

Required Question	Responses
<p>1. What changes in behavior, actions, policies or practices have you observed related to SIA implementation during the 2021-22 school year? How do you see these changes contributing to the goals and outcomes in your SIA plan?</p>	<p>Increased staffing levels has been important in our effort to accelerate the academic and behavioral learning that was lost for our students due to the COVID-19 pandemic. The addition of a counselor and behavior support staff, as well as the purchase of a social and emotional learning curriculum, has increased our ability to support the wellbeing of our students and their families. The development of systems and processes for a multi-tiered system of supports has allowed instructional staff to be proactive as they provide intervention support based on the needs of our students.</p>
<p>2. What barriers or challenges to SIA implementation have you experienced that are helpful for your community and/or state leaders to be aware of? What adjustments, if any, did you make to your SIA plan as a result of these challenges?</p>	<p>We have not experienced any barriers with the implementation of our SIA plan, other than the challenge of finding qualified personnel during a difficult hiring market.</p>
<p>3. SIA implementation includes ongoing engagement with all students, focal students, families, staff, and community partners. How have relationships with or between those groups changed and/or been maintained throughout this academic year? Consider the Community Engagement Toolkit and where your efforts might land on the Levels of Community Engagement spectrum as you complete your response.</p>	<p>This year we disseminated information to our YC community about our SIA plans. Moving forward, we plan to engage with the stakeholders of our school community through surveys and focus groups. While we are currently at the inform level of the SIA Community Engagement Spectrum, we plan to move to the consult/involve level in the coming year.</p>
<p>4. As you think about what guided your choices and prioritization efforts in this year of SIA implementation, what stands out? How will what you've learned this year impact future SIA implementation efforts?</p>	<p>We prioritized student emotional, behavioral, and academic support in an effort to combat learning loss in those areas that was the result of the COVID-19 pandemic. We established systems to guide instructional decisions and to accelerate academic growth. We increased behavioral and emotional support staffing who shepherded systems and programs of support in those areas. These things stand out as the correct focus as we came back to in person instruction this year. Based on the current level of student need, we feel that this will continue to be the correct priority moving forward.</p>



Code: IGDJ  
Adopted: 1/09/20  
Readopted: \_\_\_\_\_

**Interscholastic Activities\*\***

The Board recognizes the integral role interscholastic activities<sup>1</sup> play in the character development and general enhancement of the education of its students. Accordingly, administrators, coaches, advisors, student participants, and others associated with the district’s high school activities programs and events<sup>2</sup> shall conduct themselves in a manner that is consistent with the letter and spirit of policies, rules, and regulations of the district and of the Oregon School Activities Association (OSAA) and the fundamental values of sportsmanship any associated voluntary organization<sup>3</sup>. Each will be held accountable for their actions.

The district and its schools may only be members of and pay fees, if any, to a voluntary organization that administers interscholastic activities or that facilitates the scheduling and programming of interscholastic activities if the organization:

1. Implements and adheres to equity focused policies that:
  - a. Address the use of derogatory or inappropriate names, insults, verbal assaults, profanity, or ridicule that occurs at an interscholastic activity, including by spectators of the interscholastic activity;
  - b. Prohibit discrimination;
  - c. Permit a student to wear religious clothing in accordance with the student’s sincerely held religious belief and consistent with any safety and health requirements; and
  - d. Balance the health, safety, and reasonable accommodation needs of participants on an activity-by-activity basis;
  
2. Maintains a transparent complaint process that:
  - a. Has a reporting system to allow participants of interscholastic activities or members of the public to make complaints about student, coach, or spectator behavior;
  - b. Responds to a complaint made within 48 hours of the complaint being received; and
  - c. Resolves a complaint within 30 days of the complaint being received unless the organization determines that there is good cause to extend the timeline for resolving the complaint;
  
3. Develops and implements a system of sanctions against schools, students, coaches, and spectators if a complaint is verified; and

<sup>1</sup> Interscholastic activities includes: for students any grade from kindergarten through grade 12, athletics, music, speech and other similar or related activities; for students in any grade from kindergarten through grade eight, activities that are offered only before or after regular school hours and that may, but are not required to, involve interaction among other schools.

<sup>2</sup> This applies to only OSAA-sanctioned activities and events.

<sup>3</sup> Includes a voluntary organization that administers interscholastic activities or that facilitates the scheduling and programming of interscholastic activities.

4. Performs an annual survey of students and their parents to understand and respond to potential violations of equity focused policies or other discrimination.

The district shall allow homeschooled students that reside in the district, students eligible to attend school and enrolled in a district- or ESD-provided General Education Development (GED)high school equivalency program<sup>4</sup> that reside in the district, and students attending a public charter school that does not provide interscholastic activities that reside in the district, the opportunity to participate in available interscholastic activities when the requirements found in Oregon law are met.

Interscholastic activities when provided by the district will comply with Title IX and other nondiscrimination laws.

District employees, students, parents, alumni, and activity volunteers are prohibited from inducing or attempting to induce a student to attend a district school for interscholastic activity eligibility or participation. The principal, activities director, advisors and coaches are each responsible for ensuring student participants meet all district and OSAA eligibility requirements of participation and those of the associated voluntary organization. The principal or designee is responsible for ensuring accurate certification regarding the eligibility of participating students and for verifying that athletic directors, coaches of sports, and activity advisors have all required certifications prior to assuming their duties. The principal or designee shall ensure that a program is in place to effectively evaluate the performance of all coaches and activity advisors under their supervision.

Volunteers may be approved to assist with district activities with prior approval from the principal.

The principal or designee shall investigate all allegations of district student ineligibility, staff recruitment violations or other student or staff conduct that may violate Board policies, administrative regulations, and/or OSAA the rules and regulations of the associated voluntary organization. The principal shall notify the superintendent or designee of conduct that violates the terms of this policy and report to the associated voluntary organization OSAA as if required.

An employee determined to have violated Board policies and/or rules and regulations of the associated voluntary organization OSAA may be subject to discipline, up to and including, dismissal. A student in violation of Board policies and/or the OSAA rules and regulations of the associated voluntary organization will be subject to discipline, up to and including, dismissal from an interscholastic activity or program, suspension and/or expulsion from school. Volunteers in violation of Board policies and/or the OSAA rules and regulations of the associated voluntary organization shall be subject to discipline, up to and including, removal from district programs and activities and such other sanctions as may be deemed appropriate by the district.

Employees, volunteers, or students in violation of OSAA such policies, rules and/or regulations will be required to remunerate the district in the event of fines are assessed by OSAA as a result of their actions.

The superintendent will develop procedures, as necessary, to implement this policy, including a process to ensure that all district rules governing the conduct of students, staff, and volunteers engaged in district activities are regularly reviewed and updated.

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<sup>4</sup> “High school equivalency program” means a program provided to assist a student in earning a certificate for passing an approved high school equivalency test such as the General Educational Development (GED) test.

The district will annually review interscholastic activities and participation to determine whether the current offerings reflect the students the district serves.]

END OF POLICY

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**Legal Reference(s):**

[ORS 326.051](#)

[ORS 332.075\(1\)\(e\)](#)

[ORS 332.107](#)

[ORS 339.450 - 339.460](#)

[OAR 581-015-2255](#)

[OAR 581-021-0045 – 0049](#)

[OAR 581-022-2308\(2\)](#)

[OAR 581-026-0005](#)

[OAR 581-026-0700](#)

[OAR 581-026-0705](#)

[OAR 581-026-0710](#)

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2022).

OREGON SCHOOL ACTIVITIES ASSOCIATION, OSAA HANDBOOK.

Montgomery v. Bd. of Educ., 188 Or. App. 63 (2003).

Senate Bill 1522 (2022).

Code: GCDA/GDDA-AR  
Adopted: 10/09/06  
Revised/Reviewed: 2/13/12; 8/08/16; 12/14/17; 1/09/20, \_\_\_\_\_

**Criminal Records Checks and Fingerprinting**

**Requirements**

1. Any individual newly hired employee<sup>1</sup>, whether full-time or part-time, and not requiring licensure under Oregon Revised Statute (ORS) 342.223 as a teacher, administrator, personnel specialist or school nurse, shall submit to a criminal records check and fingerprinting.
2. Any individual applying for reinstatement of an Oregon license with the Teacher Standards and Practices Commission (TSPC) that has lapsed for more than three years shall be required to undergo a criminal records check and fingerprinting with TSPC.
3. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to submit to a criminal records check and fingerprinting with TSPC.
4. Any individual hired as or by a contractor<sup>2</sup>, whether part-time or full-time, into a position having direct, unsupervised contact with students as determined by the district shall be required to submit to a criminal records check and fingerprinting.

The superintendent will identify contractors who are subject to such requirements.

5. Any community college faculty member providing instruction at the site of an early childhood education program, a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day, shall be required to undergo a criminal records check and fingerprinting.
6. Any individual who is an employee of a public charter school not requiring licensure under ORS 342.223 shall be required to undergo a criminal records check and fingerprinting.
7. {<sup>3</sup>A volunteer allowed by the district into a position that has direct, unsupervised contact with students shall undergo an in-state criminal records check.

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<sup>1</sup> Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

<sup>2</sup> A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

<sup>3</sup> {If the district allows volunteers to have direct, unsupervised contact with students, districts are required to conduct criminal records checks on these volunteers. Choose the bracketed language options in 7, 8 and/or 9 of this policy that aligns with district practice. If the district allows volunteers to have direct, unsupervised contact with students the presented language is required. Align policy IICC – Volunteers with chosen language here.}

8. A volunteer allowed to have direct, unsupervised contact with students, into a volunteer position identified in Board policy<sup>4</sup> by the district as requiring a fingerprint-based criminal records check, shall undergo a state and national criminal records check based on fingerprints.
9. A volunteer that is not likely to have direct, unsupervised contact with students will be required to undergo an in-state criminal records check.

### **Exceptions**

A newly hired employee<sup>5</sup> is not subject to fingerprinting if:

1. The district has evidence on file that the employee person successfully completed a state and national criminal records check for a previous employer that was a school district or private school, and has not resided outside the state between the two periods of employment.; or
2. {<sup>6</sup>}The Oregon Department of Education (ODE) determines the person:
  - a. Submitted to a criminal records check for the person’s immediately previous employer, the employer is a school district or private school and the person has not lived outside this state between the two periods of employment;
  - b. Submitted to a criminal records check conducted by TSPC within the previous three years; or
  - c. Remained continuously licensed or registered with the TSPC.

### **Notification**

1. The district will provide the following notification to individuals subject to criminal records checks and/or fingerprinting:
  - a. Such criminal records checks and/or fingerprinting are required by law or Board policy;
  - b. Any action resulting from such checks completed by the Oregon Department of Education (ODE) that impact employment, contract or volunteering may be appealed as a contested case to ODE;
  - c. All employment or contract offers or the ability to volunteer are contingent upon the results of such checks;
  - d. A refusal to consent to a required criminal records check and/or fingerprinting shall result in immediate termination from employment or contract status or the ability to volunteer in the district;
  - e. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts or ODE forms (written or electronic) may result in immediate termination from employment or contract status;
  - f. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status;

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<sup>4</sup> See policy GCDA/GDDA – Criminal Records Checks and Fingerprinting.

<sup>5</sup> Any individual hired within the last three months.

<sup>6</sup> {This revision to TSPC rules sunsets July 1, 2024.}

- g. A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number, will result in immediate termination from the ability to volunteer in the district. The district will remove the volunteer from the position allowing direct, unsupervised contact with students.
2. The district will provide the written notice described above through means such as staff handbooks, employment applications, contracts or volunteer forms.

### **Processing and Reporting Procedures**

1. Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and/or fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprinter as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.
2. Fingerprints may be collected by one of the following:
  - a. Employing district staff;
  - b. Contracted agent of employing district; or
  - c. Local or state law enforcement agency.
3. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.
4. The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime, has knowingly made a false statement as to conviction of any crime or has a conviction of a crime prohibiting employment or contract or volunteering.
5. A copy of the fingerprinting results will be kept by the district.

### **Fees**

1. Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district and not requiring licensure, including persons hired as or by contractors<sup>7</sup>, shall be paid by the individual.
2. Fees associated with required criminal records checks for volunteers shall be paid by the district.
3. Fees associated with a required fingerprinting for volunteers shall be paid by the district.

### **Termination of Employment or Withdrawal of Employment/Contract Offer/Volunteer Status**

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<sup>7</sup> A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

1. A subject individual required to submit to a criminal records check and/or fingerprinting in accordance with law and/or Board policy will be terminated from employment or contract status, or withdrawal of offer of employment or contract will be made by the district upon:
  - a. Refusal to consent to a criminal records check and/or fingerprinting; or
  - b. Notification<sup>8</sup> from the Superintendent of Public Instruction that the employee has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.
2. A subject individual will be terminated from employment or contract status upon notification from the Superintendent of Public Instruction that the employee has knowingly made a false statement as to the conviction of any crime.
3. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.
4. A volunteer who refuses to submit, when required, to a criminal records check or a fingerprint-based criminal records check in accordance with law and/or Board policy will be denied such ability to volunteer in the district.
5. If the district has been notified by the Superintendent of Public Instruction that a volunteer knowingly made a false statement or has a conviction for any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number, the individual [will] [may] be denied the ability to volunteer.
6. A volunteer who knowingly makes a false statement, as determined by the district, on a district volunteer application form may be denied the ability to volunteer in the district.

## **Appeals**

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

A volunteer may appeal a determination from a fingerprint-based criminal records checks by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

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<sup>8</sup> Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

# Yamhill-Carlton School District 1

Code: GBL  
Adopted: 10/09/06  
Revised/Readopted: 11/12/20, \_\_\_\_\_

## 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'<sup>1</sup> 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



<sup>1</sup> 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 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

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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).



# Yamhill Carlton School District 1

Code: IGBAF  
Adopted: 10/09/06  
Readopted: \_\_\_\_\_

## Special Education - Individualized Education Program (IEP)\*\*

An individualized education program (IEP) shall be developed and implemented for each student with disabilities in the district, kindergarten through 21 years of age, including those who attend a public charter school located in the district, are placed in or referred to a private school or facility by the district; or receive related services from the district. The district is responsible for initiating and conducting the meetings to develop, review and revise the IEP of a student with disabilities. The district will ensure that one or both parents are present at each meeting or are afforded the opportunity to participate and are given a copy of the IEP. A meeting to develop an IEP shall be held within 30 calendar days of a determination that the student needs special education and related services, once every 365 days thereafter and when considering a change in the IEP or placement.

If a student is to be placed or referred to a private school or facility or attends a private or parochial school, the district will ensure that a representative of the private school or facility attends the IEP meeting. If the representative of the private school or facility is unable to attend the IEP meeting, the district shall use other methods to ensure participation including but not limited to, individual or conference telephone calls or individual meetings.

END OF POLICY

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Legal Reference(s):

[ORS 343.151](#)  
[ORS 343.155](#)

[OAR 581-015-2000](#)  
[OAR 581-015-2190](#)  
[OAR 581-015-2195](#)  
[OAR 581-015-2200](#)

[OAR 581-015-2205](#)  
[OAR 581-015-2210](#)  
[OAR 581-015-2215](#)  
[OAR 581-015-2220](#)  
[OAR 581-015-2225](#)  
OAR 581-015-2229  
[OAR 581-015-2230](#)

[OAR 581-015-2235](#)  
[OAR 581-015-2055](#)  
[OAR 581-015-2600](#)  
[OAR 581-015-2065](#)  
[OAR 581-015-2265](#)

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.5 to -300.6, 300.22 to -300.24, 300.34, 300.43, 300.105 to -106, 300.112, 320.325, 300.328, 300.501 (2012).

# Yamhill Carlton School District 1

Code: IGBAF-AR  
Adopted: 10/09/06  
Revised/Reviewed: \_\_\_\_\_

## 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. Individualized COVID-19 Recovery Services<sup>1</sup>

Individualized COVID-19 Recovery Services are defined as those services determined necessary for eligible students based on the unique needs that arise from their disability due to the impact of the COVID-19 pandemic, which may include but are not limited to:

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<sup>1</sup> The requirements of this section are in effect until July 1, 2023 unless extended by the State Board of Education.

- a. Special education and related services;
- b. Supplementary aides and services;
- c. Additional or intensified instruction;
- d. Social emotional learning support; and
- e. Peer or adult support.

The IEP team for each eligible student shall consider the need for Individualized COVID-19 Recovery Services at least at each initial IEP meeting and each regularly scheduled annual review meeting.

- a. IEP teams shall consider the impact COVID-19 on the eligible student's ability to engage in their education, develop and re-establish social connections with peers and school personnel, and adapt to the structure of in-person learning.
- b. For initial IEPs, IEP teams shall also review the impact of COVID-19 on the eligible student's initial evaluation timeline and eligibility determination in considering the need for Individualized COVID-19 Recovery Services.
- c. For annual reviews, IEP teams shall also consider the impact of COVID-19 on the implementation of the eligible student's IEP considering the need for Individualized COVID-19 Recovery Services.

Any member of the IEP team, including parents and eligible students, may request that the IEP team meet to review the need for Individualized COVID-19 Recovery Services at any time.

- a. IEP teams are not required to meet more than once annually to consider the need for Individualized COVID-19 Recovery Services unless updated information indicates the eligible student's circumstances have changed or there is reason to suspect that the eligible student may need any additions or modifications to their Individualized COVID-19 Recovery Services.
- b. IEP teams that considered the need for Individualized COVID-19 Recovery Services at an initial IEP or annual review meeting on or after June 24, 2021 shall review the need for Individualized COVID-19 Recovery Services at the next annual review, but are not required to do so before then unless the eligible student's circumstances have changed or there is reason to suspect that the eligible student may need any additions or modifications to their Individualized COVID-19 Recovery Services.

When Individualized COVID-19 Recovery Services are recommended, the eligible student's IEP must be updated to reflect the recommendation.

The district or program shall provide written notice to the parents of each eligible student regarding the opportunity for the IEP team to meet to consider Individualized COVID-19 Recovery Services.

After each determination is made, the district or program shall provide written notice to the parent and/or adult student with a disability regarding the determination of need for Individualized COVID-19 Recovery Services. This notice shall include the following documentation:



- a. A statement of the Individualized COVID-19 Recovery Services recommended based on the meaningful input of all IEP team members, including parents and eligible students, as appropriate;
- b. The projected dates for initiation and duration of Individualized COVID-19 Recovery Services
- c. The anticipated frequency, amount, location, and provider of the services described in item a. above and whether these services are being provided within the standard instructional day for the eligible student.

If the district and parent hold an IEP meeting to discuss the need for Individualized COVID-19 Recovery Services and do not reach an agreement regarding such services, the district and parent may request a Facilitated IEP meeting. If the district and the parent choose to participate in a Facilitated IEP meeting, the district shall notify ODE.

Nothing in this section shall affect or otherwise alter a parent’s right to seek mediation under OAR 581-015-2335, request a due process hearing under OAR 581-015-2345, a complaint under OAR 581-015-2030, or other parental rights under the procedural safeguards.

Nothing in this section relieves the district of its duty to create an appropriate IEP for every eligible student, regardless of whether the eligible student requires Individualized COVID-19 Recovery Services.

7. 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.

8. 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 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;
  - (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.

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 (OAR) 411-345-0020. 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.

## 9. 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.

## 10. 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.

11. 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.

12. 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 the OARs.
- (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.

# Yamhill Carlton School District 1

Code: IGBAG-AR  
Adopted: 10/09/06  
Revised/Readopted: 9/09/13, \_\_\_\_\_

## 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 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. Consent<sup>1</sup> – 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:

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<sup>1</sup> “Consent” means that the parent or adult student: a) has been fully informed, in 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 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.

# Yamhill Carlton School District 1

Code: GBEA  
Adopted: 4/09/20  
Revised/Readopted: 12/02/21, \_\_\_\_\_

## Workplace Harassment \*

Workplace harassment is prohibited and shall not be tolerated. This includes workplace harassment that occurs between district employees or between a district employee and the district in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district and a district employee off district premises. Elected school board members, volunteers and interns are subject to this policy.

Any district employee who believes they have been a victim of workplace harassment may file a report with the district employee designated in the administrative regulation GBEA-AR - Workplace Harassment Reporting and Procedure, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process or under any other available law. The reporting of such information is voluntary. The district employee making the report is advised to document any incidents of workplace harassment.

“Workplace harassment” means conduct that constitutes discrimination prohibited by Oregon Revised Statute (ORS) 659A.030 (discrimination in employment based on race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age, or expunged juvenile record), including conduct that constitutes sexual assault<sup>1</sup> or that constitutes conduct prohibited by ORS 659A.082 (discrimination against person in uniformed service) or 659A.112 (discrimination in employment based on disability).

The district, upon receipt of a report from a district employee who believes they are a victim of workplace harassment, shall provide information about legal resources and counseling and support services, including any available employee assistance services. The district employee receiving the report, whether a supervisor of the employer or the district employee designated to receive reports, is advised to document any incidents of workplace harassment, and shall provide a copy of this policy and accompanying administrative regulation to the victim upon their disclosure about alleged workplace harassment.

All incidents of behavior that may violate this policy shall be promptly investigated.

Any person who reports workplace harassment has the right to be protected from retaliation.

The district may not require or coerce a district employee to enter into a nondisclosure<sup>2</sup> or non-disparagement<sup>3</sup> agreement.

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<sup>1</sup> “Sexual assault” means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

<sup>2</sup> A “nondisclosure” agreement or provision prevents either party from disclosing the contents of or circumstances surrounding the agreement.

<sup>3</sup> A “non-disparagement” agreement or provision prevents either party from making disparaging statements about the other party.



The district may not enter into an agreement with an employee or prospective employee, as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, that contains a nondisclosure provision, a non-disparagement provision or any other provision that has the purpose or effect of preventing the employee from disclosing or discussing workplace harassment that occurred between district employees or between a district employee and the district, in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district employee and employer off district premises.

The district may enter into a settlement agreement, separation or severance agreement that includes one or more of the following provisions only when a district employee claiming to be aggrieved by workplace harassment requests to enter into the agreement: 1) a nondisclosure or non-disparagement provision; 2) a provision that prevents disclosure of factual information relating to the claim of workplace harassment; or 3) a no-rehire provision that prohibits the employee from seeking reemployment with the district as a term or condition of the agreement. The agreement must provide the district employee at least seven days after signing the agreement to revoke it.

If the district determines in good faith that an employee has engaged in workplace harassment, the district may enter into a settlement, separation or severance agreement that includes one or more of the provisions described in the previous paragraph.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop workplace harassment, prevent its recurrence and address negative consequences. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional workplace harassment awareness training, as appropriate. Other individuals (e.g., board members, witnesses, and volunteers) whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

The district shall make this policy available to all district employees and shall be made a part of district orientation materials provided and copied to new district employees at the time of hire.

The superintendent will establish a process of reporting incidents of workplace harassment and the prompt investigation.

## END OF POLICY

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### Legal Reference(s):

[ORS 174.100](#)  
[ORS 243.317 - 243.323](#)  
[ORS 659A.001](#)  
[ORS 659A.003](#)  
[ORS 659A.006](#)

[ORS 659A.029](#)  
[ORS 659A.030](#)  
[ORS 659A.082](#)  
[ORS 659A.112](#)  
[ORS 659A.370](#)

[ORS 659A.820](#)  
[ORS 659A.875](#)  
[ORS 659A.885](#)  
[OAR 584-020-0040](#)  
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).