



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; YCIS LIBRARY: 310 E MAIN STREET. YAMHILL OR 97148

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

Thursday, November 10, 2022

Regular Session: 6:00pm

AGENDA

- I. Flag Salute
- II. Call to Order Regular Session
- III. Individuals, Delegations, Recognitions, and Communications
 - A. YCES – Amanda Dallas – Verbal Report
 - B. YCIS – Matt Wiles & Chad Tollefson – Student Spot Light
 - C. YCHS – Scott Henderson & Brad Post – Verbal Report
 - D. YCHS Student body Representative – 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. 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 October 13, 2022
 - 2. Work Session meeting October 27, 2021
 - 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 October 2022 – Tami Zigler (Action Item)

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.

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
- B. Approve State Report card (Action Item)
- C. 1st 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

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BOARD OF DIRECTORS

REGULAR SESSION Minutes

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

Thursday, October 13, 2022

Regular Session: 6:00pm

Minutes

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

District office members in attendance: Clint Raever, Tami Zigler, Scott Henderson, Matt Wiles, Chad Tollefson, Amanda Dallas & Tina Vertner

Community members in attendance: Julia Howard, Kaylani Cruz, Morgan Bishop, Madison Gregor, Gordon

Attendance via Zoom: John Horne and Luke OHalloran

- I. Flag Salute
- II. Call to Order Regular Session
- III. Individuals, Delegations, Recognitions, and Communications
 - A. YCES – Amanda Dallas –Student Spot Light
 - *Excited to see that the Dibels Report is not showing a lot of summer loss.*
 - *IReady Report assesses end of the year standards, YCES has a good Chunk of students headed in the right direction.*
 - *Tiger run Friday October 21, 2022*
 - *Costume Parade October 31st at 1:30pm.*
 - *November 17,2022 is the Very Important person's lunch starting at 10:35 and going until 12:30 pm.*
 - *Board members are welcome to join and be there for students that may not have adults that can make the event.*
 - B. YCIS – Matt Wiles & Chad Tollefson – Verbal Report
 - Shout out to Chad Tollefson for all his hard work with data collection*
 - *5th Grade Teacher position approved but currently no applicants*
 - *Spirit week coming up October 24th -28th and the week will end with YCIS's first dance of the year.*
 - *Celebrating student progress, no matter how large or small.*
 - *Teachers using data in their goals*
 - C. YCHS – Scott Henderson & Brad Post – Verbal Report
 - Senior night for Volleyball*
 - *Working hard with seniors. Going through transcripts and verifying who was and wasn't on track to graduate.*
 - *29% of current seniors are not on track to graduate*

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- D. YCHS Student body Representative – Verbal report
- 75% of Freshman turned out for Freshman Orientation this year.
 - Homecoming was moved up 3 weeks this year causing leadership to be very busy.
 - October 5, 2022 was club rush week. 75 students signed up for a club.
 - Pickle Ball was added to the list of clubs at YC.
 - Football Senior night coming up on Friday, October 14,2022.

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IV. Review of Agenda (Action Item)

E. Galyean motioned to approve the agenda as presented. J. Dumdi seconded. All in favor, motion carried.

V. Regular Session- Consent Agenda (Action Item)

A. Approval of Board of Directors minutes

1. Budget Committee May 09, 2022
2. Regular meeting September 08, 2022
3. Work Session meeting September 22, 2021

B. Personnel

C. Enrollment

D. Surplused Items

E. Galyean motioned to approve the consent agenda with date correction in Article 5. Section A-3 from September 22,2021 to September 22, 2022. J. Eglund seconded. All in favor, motion carried.

VI. Announcements and Reports

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

- October 14, 2022 State Wide In-service day
- Pace training October 14,2022
- Cleaning up and putting on a fresh ace to the District Office. Baileys Nursery will donate new shrubs to the District Office.
- Engineer coming out to look over the Football stadium. They will provide update on what is needed for the structure and the plans/cost to fix it.
- October is National Principal Month. Thank you to our amazing Principals.

B. District Facilities Report- Clint Raever– Verbal Report

- Ian and the maintenance crew are doing a great job stepping up and getting jobs done.
- Conducting lead water testing
- Working on YCES Tiger Den repairs. Coming along nicely.

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

J. Eglund motioned to approve the List of Bills and Financials for September 2022 as presented. E. Galyean seconded. All in favor, motion carried.

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VII. New Business

A. Approve Division 22 Report (Action Item)

J. Egland motioned to approve the Division 22 Report as presented. J. Dumdi seconded. All in favor, motion carried.

B. Approval of JUUL Litigation and Approve contract with Attorney Keller Rohrback LLP & WESD (Action Item)

J. Egland motioned to approve the JUUL Litigation and Approve contract with Attorney Keller Rohrback LLP & WESD as presented. E. Galyean seconded. All in favor, motion carried.

VIII. Board of Directors Comments

IX. Adjournment

S. Fitzgerald adjourned the meeting at 7:45 pm

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BOARD OF DIRECTORS WORK SESSION Minutes

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

Thursday, October 27, 2022

Work Session: 5:00pm

Minutes

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

District office members in attendance: Clint Raever, & Tina Vertner

OSBA Member in attendance: Janet Avila- Medina

I. Flag Salute

II. Call to Order Work Session

S. Fitzgerald called meeting to order at 5pm.

III. DEMSP Session #1 Recap

- 6 work sessions
- Open to public
- Full board participation
- Board self-evaluation
- \$5,000 award to be used as a scholarship
- Will Work on Board Project and 5-year plan.
- Board Evaluation

IV. Board Project Overview

- Discussed the importance of board projects and how to effectively monitor the projects process.

V. District Goals & Board Project Examples

- Discussed & reviewed YC's previous District Strategic plan.
 - A. Board didn't feel the previous strategic plan was a strong plan and is excited to form a new plan to better represent YC's future.
- Explored examples of other school plans and their Board Roles in the collaborative process.

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VI. Executive Sessions

- *Executive Session is “any meeting or part of a meeting of a governing body which is closed to certain persons for deliberation on certain matters”*
- *Reviewed when an executive session can/can’t be held.*
- *Reviewed when media outlets are allowed to be present during an Executive Session.*
- *Reviewed common mistakes boards make during an executive session.*
- *Attorney General’s Public Records and Meeting Manual by Ellen Rosenlum is a great source for answering questions regarding board meetings and executive sessions.*

VII. Board Committees

-Committee’s formed by and reporting to the board have to follow all of the same public meetings law requirements that the board has to follow.

VIII. Parliamentary Procedure

- *Parliamentary law has 3 main purposes*
 - A. *Enables a board to transact business with speed & efficiency*
 - B. *Protects the right of each board member*
 - C. *Preserves a spirit of harmony.*

-

IX. Adjournment

S. Fitzgerald adjourned meeting at 8pm.

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Yamhill Carlton School District
Human Resources
Board Report
November 10, 2022



New Hires

Hailey Morrison, YCHS Behavior IA

Resign/Retire/Term Employees

Rylan Larsen, YCHS IA

Current Employees: Position Changes

Kim Kennedy, From Food Services to YCIS Life Skills IA.

Joy Sullens, From YCIS office Secretary to YCIS SPED - LRC Teacher as of 12/1/22

Karen Lind, From 3.75 hour Kitchen help to 5 hour kitchen helper.

Currently Open Positions

5th Grade Teacher

3.75 hr. Kitchen Helper

YCIS Secretary

YCES Custodian

Yamhill Carlton School District Enrollment Report

October

2022

District Enrollment for 2022-23 School Year

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
YCES	301	297	-	-	-	-	-	-	-	-
YCIS	332	329	-	-	-	-	-	-	-	-
YCHS	293	290	-	-	-	-	-	-	-	-
Alliance	192	194	-	-	-	-	-	-	-	-
Total	1,118	1,110	-	-	-	-	-	-	-	-

YCES Enrollment for 2022-23 School Year

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Kindergarten	73	71	-	-	-	-	-	-	-	-
1st Grade	66	65	-	-	-	-	-	-	-	-
2nd Grade	73	72	-	-	-	-	-	-	-	-
3rd Grade	89	89	-	-	-	-	-	-	-	-
22/23 Total	301	297	-	-	-	-	-	-	-	-
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

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
4th Grade	57	57	-	-	-	-	-	-	-	-
5th Grade	66	66	-	-	-	-	-	-	-	-
6th Grade	75	75	-	-	-	-	-	-	-	-
7th Grade	70	70	-	-	-	-	-	-	-	-
8th Grade	64	61	-	-	-	-	-	-	-	-
22/23 Total	332	329	-	-	-	-	-	-	-	-
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	-	-	-	-	-	-	-	-
10th Grade	77	75	-	-	-	-	-	-	-	-
11th Grade	73	71	-	-	-	-	-	-	-	-
12th Grade	69	69	-	-	-	-	-	-	-	-
Transition	-	-	-	-	-	-	-	-	-	-
22/23 Total	293	290	-	-	-	-	-	-	-	-
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	-	-	-	-	-	-	-	-
1st Grade	27	27	-	-	-	-	-	-	-	-
2nd Grade	25	25	-	-	-	-	-	-	-	-
3rd Grade	21	21	-	-	-	-	-	-	-	-
4th Grade	25	26	-	-	-	-	-	-	-	-
5th Grade	23	23	-	-	-	-	-	-	-	-
6th Grade	21	21	-	-	-	-	-	-	-	-
7th Grade	12	13	-	-	-	-	-	-	-	-
8th Grade	8	8	-	-	-	-	-	-	-	-
9th Grade	4	3	-	-	-	-	-	-	-	-
10th Grade	5	5	-	-	-	-	-	-	-	-
11th Grade	5	6	-	-	-	-	-	-	-	-
12th Grade	-	-	-	-	-	-	-	-	-	-
22/23 Total	192	194	-	-	-	-	-	-	-	-
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: November 10, 2022

Re: District Financial Report

SUMMARY for Fiscal Year 2022-2023

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

For the current period, total revenue was \$104,208 less than planned and total expenditures were \$381,002 less than planned. The combined result is a \$276,795 favorable surplus condition for the current year period.

REVENUES

TAXES: Taxes are \$3,118 under plan. This unfavorable condition represents -14.2% of the year-to-date plan amount of \$21,935. This amount is considered trivial and meets expectations based on budget appropriations. For the current year period, Taxes increased 20.5% over the prior year period compared to an average decrease of 13.3% over the preceding 4 years.

TUITION, FEES, OTHER: Tuition, Fees, Other is \$40,549 under plan. This unfavorable condition represents -67.6% of the year-to-date plan amount of \$60,015. This amount is considered material, and was primarily driven by a decrease in 1990 MISCELLANEOUS. For the current year period, Tuition, Fees, Other decreased 76.5% over the prior year period compared to an average increase of 17.8% over the preceding 4 years.

EARNINGS ON INVESTMENTS: Earnings on Investments are \$22,018 over plan. This favorable condition represents 417.8% of the year-to-date plan amount of \$5,270. This 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 475.4% over the prior year period compared to an average increase of 0.1% over the preceding 4 years.

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

STATE UNRESTRICTED AID AND SSF: State Unrestricted Aid and SSF is \$82,664 under plan. This unfavorable condition represents -2.8% of the year-to-date plan amount of \$2,976,683. 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 6.3% over the prior year period compared to an average increase of 0.1% over the preceding 4 years.

EXPENDITURES

SALARIES: Salaries are \$74,564 under plan. This favorable condition represents -6.1% of the year-to-date plan amount of \$1,216,826. This variance amount is considered tolerable, and was primarily driven by decreases in 0111 LICENSED SALARIES, and 0114 MANAGERIAL-CLASSIFIED- CONF. For the current year period, Salaries increased 3.7% over the prior year period compared to an average increase of 1.9% over the preceding 4 years.

ASSOCIATED PAYROLL COSTS: Associated Payroll Costs are \$95,837 under plan. This favorable condition represents -14.0% of the year-to-date plan amount of \$685,932. 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 2.8% over the prior year period compared to an average increase of 3.8% over the preceding 4 years.

PURCHASED SERVICES: Purchased Services are \$200,433 under plan. This favorable condition represents -37.8% of the year-to-date plan amount of \$530,244. This amount is considered material, and was primarily driven by decreases in 0310 INSTR, PROF & TECH SRVS, and 0331 REIMBURSABLE STUDENT TRANSPORTATION. For the current year period, Purchased Services decreased 17.2% over the prior year period compared to an average decrease of 1.6% over the preceding 4 years.

SUPPLIES: Supplies are \$79,041 under plan. This favorable condition represents -23.6% of the year-to-date plan amount of \$335,563. This variance amount is considered material, and was primarily driven by decreases in 0420 TEXTBOOKS, and 0470 COMPUTER SOFTWARE. For the current year period, Supplies increased 64.0% over the prior year period compared to an average decrease of 2.4% over the preceding 4 years.

CAPITAL OUTLAY: Capital Outlay is \$102,047 under plan. This favorable condition represents -85.9% of the year-to-date plan amount of \$118,842. The current year variance amount is considered material, and was primarily driven by decreases in 0541 INITIAL & ADDITIONAL EQUIPMENT PURCHASE, and 0550 TECHNOLOGY. For the current year period, Capital Outlay decreased 75.1% over the prior year period.

OTHER OBJECTS: Other Objects are \$6,245 over plan. This unfavorable condition represents 2.8% of the year-to-date plan amount of \$226,921. This amount is considered trivial and meets expectations based on budget appropriations. For the current year period, Other Objects increased 7.9% over the prior year period compared to an average increase of 10.2% 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. This 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%.

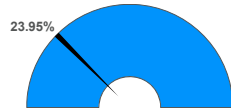
OTHER USES OF FUNDS: Other Uses of Funds are on plan. This amount is considered trivial and meets expectations based on budget appropriations.

Information provided by Frontline Analytics powered by Forecast5.

100 GENERAL FUND Revenue Dashboard Summary

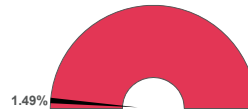
For the Period Ending October 31, 2022

Actual YTD Revenues



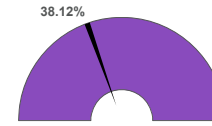
Projected YTD Revenues
24.80%

Actual YTD Local Sources



Projected YTD Local Sources
1.99%

Actual YTD State Sources



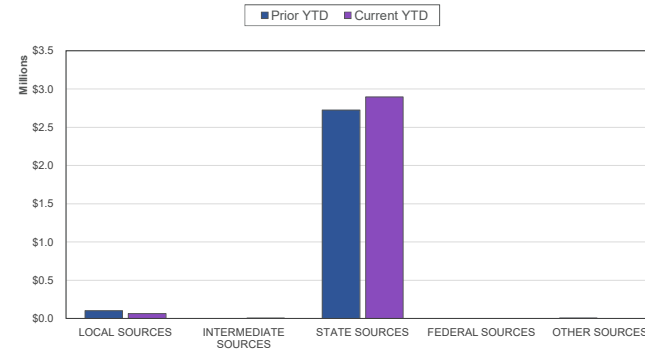
Projected YTD State Sources
39.21%

General Fund Revenues

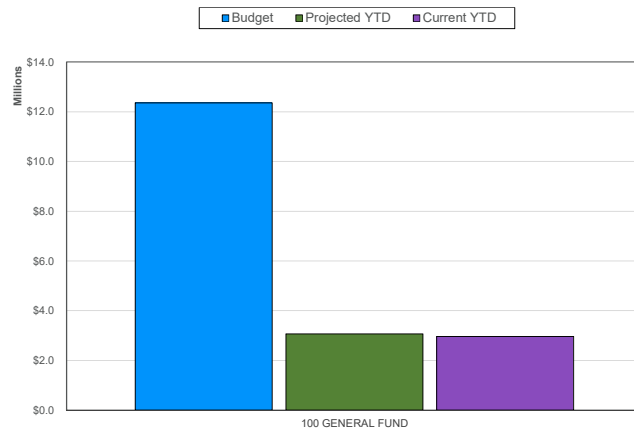
Top 10 GENERAL FUND Sources of Revenue (Year-to-Date)

State School Fund	\$2,894,019
Resources - Beginning Fund Balance	\$2,229,182
Interest On Investments	\$27,288
Ad Valorem Taxes Levied By District	\$16,331
Fees	\$12,000
Miscellaneous	\$6,446
Penalties And Interest On Taxes	\$2,487
Rentals	\$1,020
Intermediate I Tax (City And County Income Taxes)	\$105
Regular Day School Tuition	\$0
Percent of Total Revenues Year-to-Date	100.00%

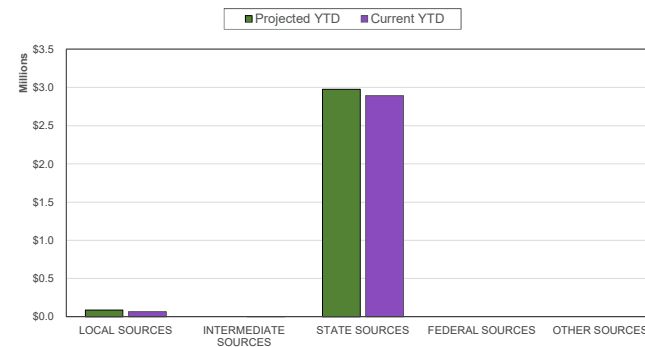
GENERAL FUND Revenue by Source | Prior YTD vs. Current YTD



Revenues by Fund | Budget / Projected YTD / Current YTD



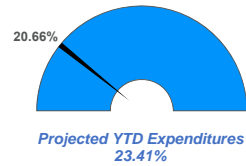
GENERAL FUND Revenue by Source | Projected YTD vs. Current YTD



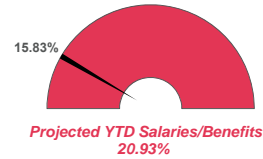
100 GENERAL FUND Expense Dashboard Summary

For the Period Ending October 31, 2022

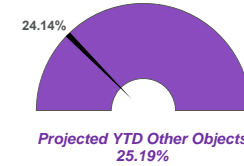
Actual YTD Expenditures



Actual YTD Salaries/Benefits



Actual YTD Other Objects

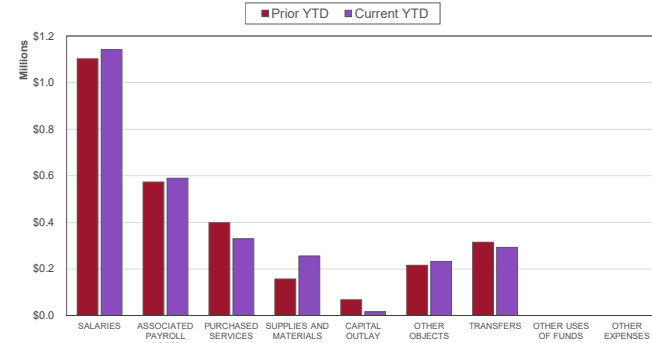


General Fund Expenditures

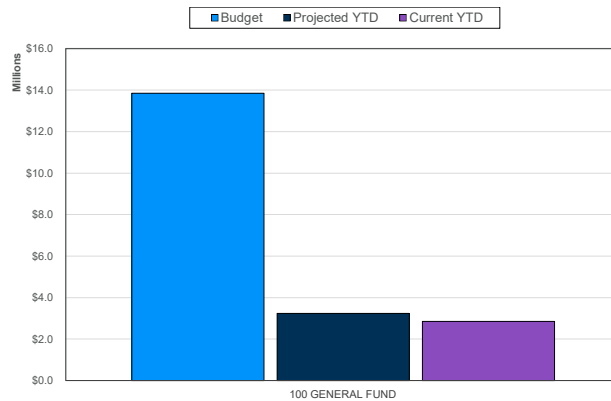
Top 10 GENERAL FUND Expenditures by Program (Year-to-Date)

Licensed Salaries	\$483,573
Classified Salaries	\$261,040
Administrators	\$230,102
Employees Insurance	\$229,460
Pers Ual Contribution	\$199,413
Property Insurance Premiums	\$180,444
Textbooks	\$151,789
Transfer To Building Fund	\$121,100
Other Transfers	\$117,517
Fica/Medicare	\$85,176
Percent of Total Expenditures Year-to-Date	71.96%

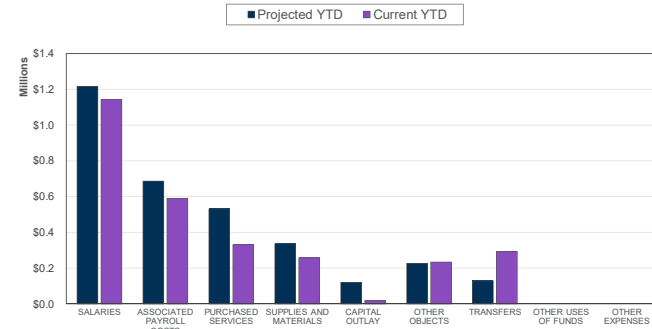
GENERAL FUND Expenditures by Object | Prior YTD vs. Current YTD



Expenditures by Fund | Budget / Projected YTD / Current YTD



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

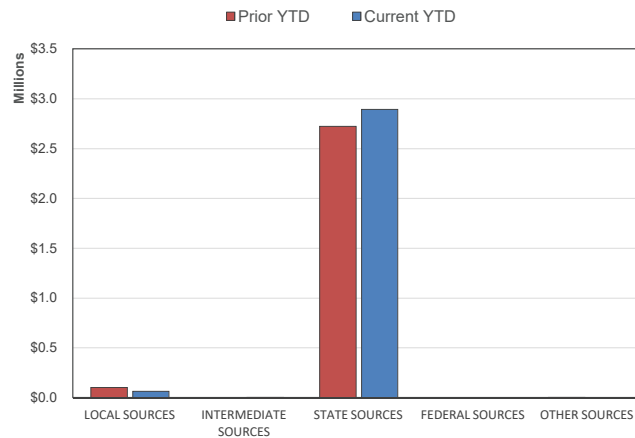


100 GENERAL FUND | Financial Summary by Object

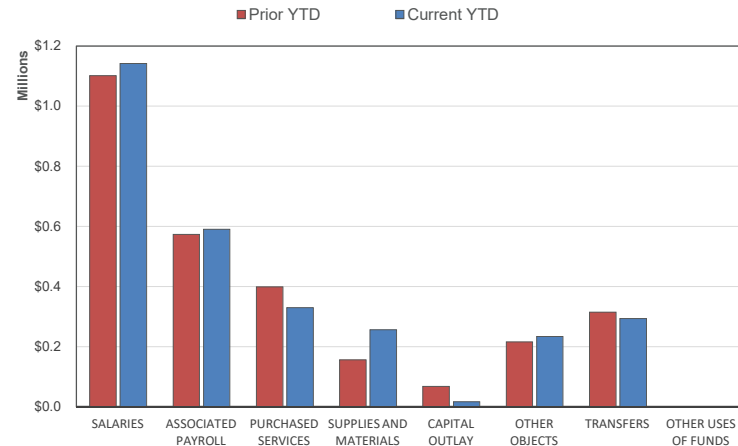
For the Period Ending October 31, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
Beginning Fund Balance	\$ 1,899,600	\$ 1,899,600		\$ 2,229,182	\$ 1,500,000	
REVENUES						
Local Sources	103,167	4,092,569	2.52%	65,572	4,389,725	1.49%
Intermediate Sources	-	166,694	0.00%	105	375,000	0.03%
State Sources	2,722,674	7,164,071	38.00%	2,894,019	7,591,710	38.12%
Federal Sources	-	-		-	-	
Other Sources	4,510	17,273	26.11%	-	-	
TOTAL REVENUE	\$ 2,830,351	\$ 11,440,607	24.74%	\$ 2,959,696	\$ 12,356,435	23.95%
EXPENDITURES						
Salaries	\$ 1,101,378	\$ 5,155,869	21.36%	\$ 1,142,262	\$ 5,726,471	19.95%
Associated Payroll Costs	573,805	2,780,466	20.64%	590,094	3,365,472	17.53%
Purchased Services	398,346	1,985,625	20.06%	329,811	2,444,433	13.49%
Supplies and Materials	156,434	289,972	53.95%	256,522	607,234	42.24%
Capital Outlay	67,365	101,283	66.51%	16,796	137,400	12.22%
Other Objects	216,010	225,729	95.69%	233,166	240,750	96.85%
Transfers	314,579	514,579	61.13%	293,617	313,617	93.62%
Other Uses of Funds	-	-		-	1,021,058	0.00%
Other Expenses	-	-		-	-	
TOTAL EXPENDITURES	\$ 2,827,918	\$ 11,053,523	25.58%	\$ 2,862,268	\$ 13,856,435	20.66%
SURPLUS / (DEFICIT)	\$ 2,433	\$ 387,084		\$ 97,428	\$ (1,500,000)	
ENDING FUND BALANCE	\$ 1,902,033	\$ 2,286,684		\$ 2,326,610	\$ -	

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: 10/01/2022 To: 10/31/2022 Voucher: ALL
Report Sort: FUND From Fund: 100 To: 900

☐ Page Break

☒ Exclude Invoice Description

Check Number	Vendor	Amount
100 - GENERAL FUND		
60199	A & E SAFE AND ALARM INC	\$60.85
60220	A & E SAFE AND ALARM INC	\$54.92
60177	ACTIVITIES FOR LEARNING	\$3,079.54
0	ALEXANDRA TODD	\$320.00
0	ALISON CHEATHAM	\$1,496.48
0	AMAZON CAPITAL SERVICES	\$6,029.15
0	AMY LYNN LONG	\$287.99
60178	ARMOR ZONE ATHLETICS LLC	\$1,275.00
0	AVEANNA HEALTHCARE	\$2,600.00
0	BERTRAND, PATRICIA L	\$88.20
0	BETHANY HAGGARD	\$1,000.00
0	BLICK ART MATERIALS	\$160.50
60200	BRIGHTSIDE ELECTRIC AND	\$880.00
60222	BRIGHTSIDE ELECTRIC AND	\$1,614.55
0	BRIHANA NEE	\$334.36
60201	BRIM TRACTOR COMPANY INC	\$9,709.36
0	BRITTANY GREGG	\$336.00
0	BRITTNEY JEFFRIES	\$278.00
0	CDW-GOVERNMENT, INC	\$170.12
0	CENTURY LINK	\$398.51
60179	CITY OF CARLTON	\$2,832.15
60180	CITY OF YAMHILL	\$10,482.75
60224	CLASSROOM LAW PROJECT	\$300.00
0	CORRENA BRIX	\$300.00
60225	COSA	\$295.00
0	CRYSTAL SHULMIRE	\$279.12
60181	CVE TECHNOLOGIES GROUP INC	\$2,384.00

Yamhill-Carlton School District No. 1

Approval of Bills Report

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☐ Page Break

☒ Exclude Invoice Description

Check Number	Vendor	Amount
100 - GENERAL FUND		
0	DALLAS, AMANDA L	\$152.54
0	DANNA JOHNSON	\$176.12
0	DARRIN WIENS	\$414.00
60182	DAVISON AUTO PARTS	\$139.46
60217	DAVISON AUTO PARTS	\$15.06
60226	DAVISON AUTO PARTS	\$16.16
0	DEBTBOOK	\$5,850.00
60227	DEMME LEARNING	\$615.00
0	ERIN CONNAUGHTON	\$287.47
0	ESS WEST LLC	\$16,986.87
60247	GEORGIA CONRAD	\$253.00
60183	GEORGIES CERAMIC AND CLAY	\$818.00
60248	GIUDICE, BEN	\$400.00
60184	GORMLEY PLUMBING AND HEATING	\$4,945.00
0	HAYWARD, CHYNA R	\$20.38
0	HEIDI MAE HEGE	\$1,000.00
0	HOOKE, SAMANTHA J	\$180.00
0	HUDSON, KARL R	\$65.00
60205	IRON MOUNTAIN INCORPORATED	\$325.99
60249	JAMES RASKE	\$55.00
60250	JOHN DORT	\$97.00
0	JOHNSON CONTROLS	\$8,195.00
0	JONATHAN GROVER	\$339.33
60251	JONATHAN MARTLING	\$350.00
60230	JOSTENS	\$27.30
60185	JUNIOR LIBRARY GUILD	\$1,531.75
0	KARISSA PETERSON	\$65.00

Yamhill-Carlton School District No. 1

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☐ Page Break

☒ Exclude Invoice Description

Check Number	Vendor	Amount
100 - GENERAL FUND		
0	KATIE PORRITT	\$1,048.24
0	KONE INC	\$660.90
0	KYLE FINDLEY	\$76.63
0	LACEY BURT	\$192.00
0	LATISHA BARKER	\$199.95
60231	LAWRENCE COMPANY	\$100.00
60186	LES SCHWAB TIRE CENTER	\$223.96
60232	LES SCHWAB TIRE CENTER	\$31.98
60252	LOMELI, JASMINE	\$60.00
60253	LORI BROUILLETTE	\$90.00
60187	LOWE'S COMPANIES INC.	\$820.35
60206	LOWE'S COMPANIES INC.	\$167.86
0	LUCIANA RUMAGIT	\$317.50
0	MARSTELLER, ASHLEIGH N	\$96.27
60218	MCMINNVILLE GAS INC.	\$183.25
0	MICHAEL CRISP	\$509.00
0	MICHAEL ERWIN	\$279.00
0	MID COLUMBIA BUS CO., INC	\$59,520.46
60234	MIKES RESTAURANT EQUIPMENT LLC	\$172.50
60188	MOBYMAX, LLC	\$239.00
0	NCS PEARSON, INC	\$790.65
0	NORTHWEST REGIONAL ESD	\$17.25
60235	OADA	\$130.00
60190	OETC	\$5,714.74
60236	OREGON GOVERNMENT ETHICS COMMISSION	\$768.35
60237	OREGON STATE UNIVERSITY	\$190.00
60209	OSBA	\$1,462.50

Yamhill-Carlton School District No. 1

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☐ Page Break

☒ Exclude Invoice Description

Check Number	Vendor	Amount
100 - GENERAL FUND		
60219	OSFMA	\$35.00
0	PACIFIC OFFICE AUTOMATION	\$2,182.99
0	PACIFIC OFFICE AUTOMATION (LEASE)	\$3,150.08
60254	PARKER BALDWIN	\$1,493.37
0	PATT-MCKINNEY, ELIZABETH ELLEN HENRY	\$54.55
60210	PORTLAND GENERAL ELECTRIC	\$11,634.21
0	PROCARE THERAPY	\$8,141.00
60239	PROPER PRINT SOURCE LLC	\$180.00
0	QUILL CORPORATION	\$213.20
0	RABUNG, ANDREW	\$79.96
60192	READ NATURALLY	\$297.00
0	REBECCA KENT	\$230.25
60240	RECOLOGY OREGON COMPOST, MCMINNVILLE	\$247.50
60193	RECOLOGY WESTERN OREGON GARBAGE	\$1,040.64
0	RHONDA BONHAM	\$178.37
60241	SAFEGUARD FIRE EXTINGUISHER	\$630.60
60242	SALEM FOOTBALL OFFICIALS	\$2,774.24
60255	SARAH PIEPER	\$60.00
0	SAVVAS LEARNING COMPANY LLC	\$1,392.85
60256	SHANNON DUMMER	\$228.00
60243	SHERWIN WILLIAMS CO.	\$834.03
0	SIERRA SPRINGS	\$60.40
0	TAD BECKWITH	\$81.95
60195	THE HOME DEPOT PRO	\$1,119.49
60245	THE HOME DEPOT PRO	\$2,610.59
60196	TYLER TECHNOLOGIES INC	\$340.00
60246	UNITED RENTALS (NORTH AMERICA) INC	\$112.20

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
100 - GENERAL FUND		
0	VAN DOMELEN, KAYLIN M	\$131.99
0	VANCE, CHRISTI	\$94.27
0	VANHORN, KELLY	\$51.20
0	VON, MELISSA	\$44.19
0	WAYLON KNIGHT	\$500.00
60197	WILCO	\$98.98
0	WILES, MATTHEW	\$157.14
0	YAMHILL SHELL STATION	\$192.45
60213	ZIPLY FIBER	\$3,456.91
Total for 100 - GENERAL FUND		\$208,558.92
201 - TITLE IA		
0	ESS WEST LLC	\$2,279.79
Total for 201 - TITLE IA		\$2,279.79
212 - ESSER II FUNDS 2020-2023		
0	BEST BUY STORES LP	\$1,632.73
60223	CHRIS LIVINGSTON	\$891.78
0	DELL INC	\$63,208.49
Total for 212 - ESSER II FUNDS 2020-2023		\$65,733.00
213 - ESSER III FUNDS		
60216	BRIGHTSIDE ELECTRIC AND	\$16,000.00
60228	EDPUZZLE INC	\$1,440.00
60212	TEACHERS SYNERGY LLC	\$4,000.00
Total for 213 - ESSER III FUNDS		\$21,440.00
214 - OR SUMMER SCHOOL GRANTS		
0	MID COLUMBIA BUS CO., INC	\$18,099.39

Yamhill-Carlton School District No. 1

Approval of Bills Report

Fiscal Year: 2022-2023

Criteria: From Check Date: 10/01/2022 To: 10/31/2022 Voucher: ALL
 Report Sort: FUND From Fund: 100 To: 900

☐ Page Break

☒ Exclude Invoice Description

Check Number	Vendor	Amount
Total for 214 - OR SUMMER SCHOOL GRANTS		\$18,099.39
230 - MISC GRANTS		
0	AMAZON CAPITAL SERVICES	\$310.30
Total for 230 - MISC GRANTS		\$310.30
250 - FOOD SERVICES		
60229	GENERAL PARTS LLC	\$462.40
0	GOODY MAN DISTRIBUTING INC	\$287.74
60207	MARLIN BRETHER	\$26.25
60208	MEALTIME	\$734.02
0	SPRING VALLEY DAIRY INC	\$1,541.44
60194	SYSCO FOOD SERVICES	\$1,698.89
60211	SYSCO FOOD SERVICES	\$2,584.81
60244	SYSCO FOOD SERVICES	\$5,553.97
Total for 250 - FOOD SERVICES		\$12,889.52
266 - TUITION REIMBURSEMENT		
0	BARROWS, ARMON C	\$1,155.00
0	MARSTELLER, ASHLEIGH N	\$2,107.00
Total for 266 - TUITION REIMBURSEMENT		\$3,262.00
280 - STUDENT BODY FUNDS		
60221	ADAMS SCREENPRINT LLC	\$1,502.00
0	AMAZON CAPITAL SERVICES	\$196.36
0	BOTTEN'S EQUIPMENT RENTAL INC	\$131.87
0	BSN SPORTS LLC.	\$2,739.28
60203	DISCOUNT SCHOOL SUPPLY	\$179.40
60204	ENTOURAGE YEARBOOKS	\$3,923.50
60233	LOWER WILLAMETTE FFA DISTRICT	\$1,650.00

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
280 - STUDENT BODY FUNDS		
0	MCGHEHEY, TRACIE S	\$223.69
60189	OASC	\$225.00
60191	OREGON BEVERAGE RECYCLING COOPERATIVE	\$9,294.60
60238	POSEYLAND FLORIST	\$165.00
0	VANDERZANDEN, BRENDA R	\$200.64
60176	VISTA OUTDOOR SALES LLC	\$9,999.90
Total for 280 - STUDENT BODY FUNDS		\$30,431.24
410 - SEISMIC GRANT 20-21		
0	BROCKAMP & JAEGER INC	\$188,404.95
60202	CARLSON TESTING, INC.	\$566.50
Total for 410 - SEISMIC GRANT 20-21		\$188,971.45
Grand Total:		\$551,975.61
End of Report		

**YAMHILL CARLTON SCHOOL DISTRICT
FOR THE FISCAL YEAR 2022-2023
DEBT SERVICES, CAPITAL PROJECT, AND FIDUCIARY FUNDS
AS OF OCTOBER 31, 2022**

FUND DESCRIPTION	BUDGET	BEGINNING FUND BALANCE	REVENUE	EXPENDITURE	ENCUMBRANCE	PROJECTED BALANCE*	CASH BALANCE
300 GENERAL OBLIGATION DEBT	966,350.00	104,498.93	7,221.48	-	966,350.00	-	111,720.41
301 QZAB DEBT	143,517.00	3,496.85	122,074.50	143,514.57	-	2.43	(17,943.22)
302 PERS UAL DEBT	1,861,684.00	556,602.20	249,470.08	-	1,146,372.00	715,312.00	806,072.28
304 JCI PROJECT DEBT	121,100.00	18,600.43	121,291.68	60,550.00	60,550.00	-	79,342.11
TOTAL DEBT SERVICES	3,092,651.00	683,198.41	500,057.74	204,064.57	2,173,272.00	715,314.43	979,191.58

FUND DESCRIPTION	BUDGET	BEGINNING FUND BALANCE	REVENUE	EXPENDITURE	ENCUMBRANCE	PROJECTED BALANCE*	CASH BALANCE
400 CET CAPITAL PROJECTS	125,707.48	55,378.79	70,328.69	2,815.54	-	122,891.94	122,891.94
405 BOND PROJECT 2016	-	-	-	-	-	-	-
410 SEISMIC REHABILITATION GRANT	1,174,267.00	-	-	1,114,917.29	-	59,349.71	(1,114,917.29)
475 CAPITAL PROJECT FUND	18,000.00	18,487.92	6,244.68	-	-	18,000.00	24,732.60
480 JCI CAPITAL PROJECT FUND	-	-	-	-	-	-	-
TOTAL CAPITAL PROJECTS	1,317,974.48	73,866.71	76,573.37	1,117,732.83	-	200,241.65	(967,292.75)

FUND DESCRIPTION	BUDGET	BEGINNING FUND BALANCE	REVENUE	EXPENDITURE	ENCUMBRANCE	PROJECTED BALANCE*	CASH BALANCE
785 LAUGHLIN SCHOLARSHIP FUND	49,000.00	51,827.47	2,429.09	-	-	49,000.00	54,256.56
TOTAL TRUST IN AGENCY	49,000.00	51,827.47	2,429.09	-	-	49,000.00	54,256.56
TOTAL OTHER FUNDS	4,459,625.48	808,892.59	579,060.20	1,321,797.40	2,173,272.00	964,556.08	66,155.39

**Projected Balance is the Budget column minus Expenditures and Encumbrances. Cash Balance is actual revenues and expenditures to date.*

**YAMHILL CARLTON SCHOOL DISTRICT
SPECIAL REVENUE FUNDS
FOR THE FISCAL YEAR 2022-2023
AS OF OCTOBER 31, 2022**

FUND DESCRIPTION	GRANT AWARD	REVENUE	EXPENDITURE	ENCUMBRANCE	BUDGET BALANCE
201 TITLE I	135,635.82	2,187.82	26,721.27	111,444.51	(2,529.96)
204 TITLE II-A & TITLE IV-D	10,763.00	-	-	-	10,763.00
206 IDEA PART B 611	170,133.00	-	29,797.03	93,759.49	46,576.48
212 ESSER II FUNDS	254,256.13	-	71,830.32	14,054.96	168,370.85
213 ESSER III FUNDS	795,189.28	-	168,122.42	187,767.89	439,298.97
214 SUMMER LEARNING GRANTS - 2022 K-8	123,257.85	-	70,027.01	6,899.99	46,330.85
214 SUMMER LEARNING GRANTS - 2022 9-12	52,535.84	-	19,064.97	-	33,470.87
215 MEDICAID ADMIN CLAIMING (MAC)	10,000.00	-	-	-	10,000.00
218 ORTII	3,326.64	3,326.64	3,326.84	-	(0.20)
231 FUEL UP TO PLAY 60	771.40	771.40	-	-	771.40
233 HIGH SCHOOL SUCCESS (M-98)	237,912.42	-	43,926.78	178,675.48	15,310.16
235 CTE REVITALIZATION FUNDS	30,000.00	29,596.74	-	-	30,000.00
238 CAREER PATHWAYS	6,000.00	-	-	-	6,000.00
239 OUTDOOR SCHOOL (M-99)	20,000.00	-	-	-	20,000.00
241 ESSA SUPPORT	45,770.00	-	6,379.66	34,417.61	4,972.73
251 STUDENT INVESTMENT ACCOUNT (SIA)	771,634.00	15,105.59	140,502.60	540,570.70	90,560.70
259 RECRUITMENT & RETENTION GRANT	129,866.73	-	-	249.00	129,617.73
261 TAP GRANTS - FACILITIES ASSESSMENT	20,000.00	-	-	-	20,000.00
261 TAP GRANTS - LONG RANGE PLANNING	25,000.00	-	-	-	25,000.00
261 TAP GRANTS - AHERA	25,000.00	-	8,500.00	13,000.00	3,500.00
261 TAP GRANTS - LEAD TESTING	5,880.00	-	750.00	5,130.00	-
LOCAL/STATE/FED GRANTS	2,872,932.11	50,988.19	588,948.90	1,185,969.63	1,098,013.58
230 MISCELLANEOUS GRANTS	GRANT AWARD	REVENUE	EXPENDITURE	ENCUMBRANCE	GRANT BALANCE
000 MISCELLANEOUS GRANTS	1,500.00	822.08	55.56	1,250.00	194.44
401 ASPIRE	2,500.00	-	451.10	1,804.21	244.69
802 AG DRONE PROJECT	1,474.57	1,474.57	-	-	1,474.57
803 VETERANS LEGACY GRANT	785.03	785.03	-	-	785.03
809 STUDENT TEACHING	3,477.75	1,705.02	884.06	72.36	2,521.33
814 FTC ROBOTICS DONATION	1,274.00	1,274.00	-	-	1,274.00
821 OSCU ROCKETRY GRANT	16.17	16.17	-	-	16.17
824 EHS GRANT	3,055.00	-	-	-	3,055.00
825 MENSTRUAL DIGNITY ACT	4,676.22	-	-	-	4,676.22
SUB TOTAL MISC GRANTS	18,758.74	6,076.87	1,390.72	3,126.57	14,241.45
FUND OTHER SPECIAL REVENUE	BUDGET	REVENUE	EXPENDITURE	ENCUMBRANCE	BUDGET BALANCE
250 FOOD SERVICE	444,252.00	107,580.53	64,549.93	312,476.49	67,225.58
265 EARLY RETIREMENT	81,000.00	90,033.81	5,600.00	21,200.00	54,200.00
266 PROFESSIONAL DEVELOPMENT	60,000.00	65,273.01	6,854.00	11,832.00	41,314.00
280 STUDENT BODY ACCOUNTS	-	-	-	-	-
281 STUDENT BODY ACCOUNTS - YCES	50,000.00	-	-	-	50,000.00
282 STUDENT BODY ACCOUNTS - YCIS	200,000.00	-	-	-	200,000.00
283 STUDENT BODY ACCOUNTS - YCHS	265,000.00	223,543.76	-	-	265,000.00
SUB TOTAL OTHER SPECIAL REVENUE	1,100,252.00	486,431.11	77,003.93	345,508.49	677,739.58
TOTAL ALL 200 FUNDS	3,991,942.85	543,496.17	667,343.55	1,534,604.69	1,789,994.61

*Balance is the Budget column minus Expenditures and Encumbrances. Actual Balance will change based on Revenues received.



OREGON
DEPARTMENT OF
EDUCATION

Oregon achieves... together!

OREGON AT-A-GLANCE DISTRICT PROFILE

Yamhill Carlton SD 1

SUPERINTENDENT: Clint Raever | 120 N Larch Pl, Yamhill 97148 | 503-852-6980

2021-22

Students We Serve

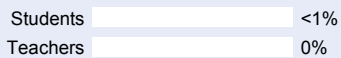


1,016

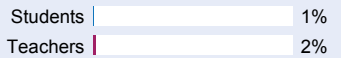
Student Enrollment

DEMOGRAPHICS

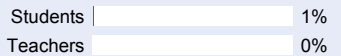
American Indian/Alaska Native



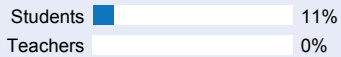
Asian



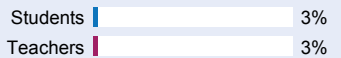
Black/African American



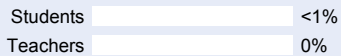
Hispanic/Latino



Multiracial



Native Hawaiian/Pacific Islander



White



<5%

Ever English
Learners



14

Languages
Spoken

14%

Students
with
Disabilities

15%

Mobile
Students

23%

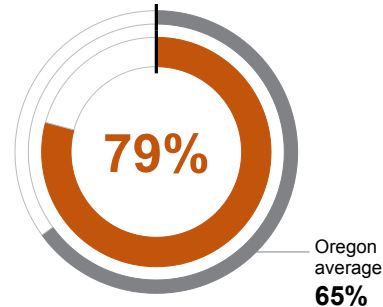
Free/
Reduced
Price Lunch

*<10 students or data unavailable

Start Strong

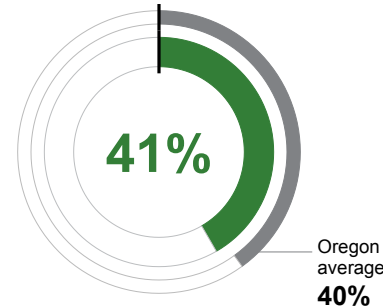
Grades K-2 REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.



Grade 3 ENGLISH LANGUAGE ARTS

Students meeting state grade-level expectations.



Academic Progress

Grades 3-8 INDIVIDUAL STUDENT PROGRESS

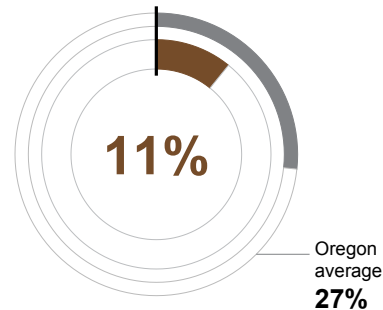
Year-to-year progress in English language arts and mathematics.

Data not available in 2021-22

High School Success

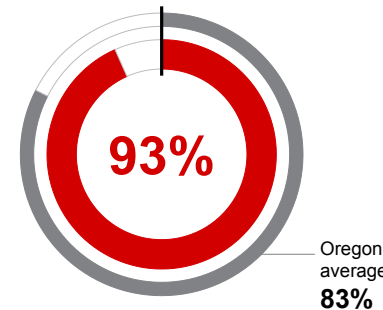
Grade 8 MATHEMATICS

Students meeting state grade-level expectations.



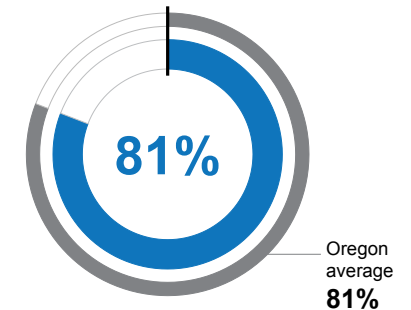
Grade 9 ON-TRACK TO GRADUATE

Students earning one-quarter of graduation credits in their 9th grade year.



Grade 12 ON-TIME GRADUATION

Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2017-18 graduating in 2020-21.



District Goals

- All students will show measured growth toward grade level benchmarks or show growth beyond grade level benchmarks, as measured by Dibels, iReady data and state assessment data.
- All schools will have established and functioning MTSS teams as evidenced by regular meeting minutes and an established intervention process to improve student outcomes.
- All schools will implement an SEL curriculum and establish teams to monitor and address SEL needs in their building.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.



OREGON AT-A-GLANCE DISTRICT PROFILE CONTINUED

Yamhill Carlton SD 1

2021-22

Outcomes

Our Staff (rounded FTE)



7

Administrators



54

Teachers



19

Educational
assistants



2

Counselors



0

Licensed
Librarians



0

Psychologists



74%

% of licensed teachers
with more than 3 years
of experience

Grades K-2 REGULAR ATTENDERS

American Indian/Alaska Native	<10 students or data unavailable
Asian	<10 students or data unavailable
Black/African American	<10 students or data unavailable
Hispanic/Latino	83%
Multiracial	<10 students or data unavailable
Native Hawaiian/Pacific Islander	<10 students or data unavailable
White	78%
Free/Reduced Price Lunch	75%
Ever English Learner	<10 students or data unavailable
Students with Disabilities	70%
Migrant	<10 students or data unavailable
Homeless	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable
Female	74%
Male	84%
Non-Binary	<10 students or data unavailable

Grade 8 MATHEMATICS

American Indian/Alaska Native	<10 students or data unavailable
Asian	<10 students or data unavailable
Black/African American	<10 students or data unavailable
Hispanic/Latino	<10 students or data unavailable
Multiracial	<10 students or data unavailable
Native Hawaiian/Pacific Islander	<10 students or data unavailable
White	9%
Free/Reduced Price Lunch	11%
Ever English Learner	<10 students or data unavailable
Students with Disabilities	<10 students or data unavailable
Migrant	<10 students or data unavailable
Homeless	<10 students or data unavailable
Students in Foster Care	<10 students or data unavailable
Talented and Gifted	<10 students or data unavailable
Female	12%
Male	11%
Non-Binary	<10 students or data unavailable

Grade 3 ENGLISH LANGUAGE ARTS

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
45%
41%
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
38%
46%
<10 students or data unavailable

Grade 9 ON-TRACK TO GRADUATE

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
>95%
93%
<10 students or data unavailable
87%
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
89%
>95%
<10 students or data unavailable

Grades 3-8 INDIVIDUAL STUDENT PROGRESS

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable

Grade 12 ON-TIME GRADUATION

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
80%
72%
<10 students or data unavailable
50%
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
85%
77%
Coming in 2022-23

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'¹ personnel records will be available for use and inspection only by the following:

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

¹ Includes former employees.

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

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

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

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

END OF POLICY

Legal Reference(s):

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

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

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

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

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

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

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

Legal Reference(s):

ORS 343.151	OAR 581-015-2205	OAR 581-015-2235
ORS 343.155	OAR 581-015-2210	OAR 581-015-2055
	OAR 581-015-2215	OAR 581-015-2600
OAR 581-015-2000	OAR 581-015-2220	OAR 581-015-2065
OAR 581-015-2190	OAR 581-015-2225	OAR 581-015-2265
OAR 581-015-2195	OAR 581-015-2229	
OAR 581-015-2200	OAR 581-015-2230	

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).

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 Services¹

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:

¹ 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.

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. Consent¹ – Initial Evaluation

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

8. Consent – Initial Provision of Special Education Services

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

9. Consent – Re-evaluation

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

¹ "Consent" means that the parent or adult student: a) has been fully informed, in 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.

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 assault¹ 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 nondisclosure² or nondisparagement³ agreement.

¹ “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.

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

³ A “nondisparagement” 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 nondisparagement 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 nondisparagement 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

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).