

# Yamhill Carlton School District

## Board of Directors - Executive and Regular Session Agendas

### Zoom Meeting – Via Link: <https://zoom.us/j/99870428782>

Thursday, November 12, 2020

Regular Session - 6:00pm

#### (AMENDED) AGENDA – REGULAR SESSION

- I. Flag Salute
- II. Call to Order
- III. Individuals, Delegations, Recognition, and Communications

- a. Building Principal Comments

*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 [krafte@ycschools.org](mailto:krafte@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. Approval of Agenda - (Action Item)

- V. Consent Agenda – (Action Item)

- 1. Approval of Board of Directors Minutes
    - a. October 8, 2020 - Regular Session – (Pg. 1)
    - b. October 13, 2020 - Special Session – (Pg. 4)
    - c. October 22, 2020 - Work Session - (Pg. 5)
  - 2. Personnel Report – (Pg. 7)
  - 3. Donations - (Pg. 8)

- VI. Announcements and Reports – (30 minutes)

- 1. Superintendent’s Report – Bill Rhoades – Verbal Report – (Pg. 9)
    - a. School Reopening Metrics and Revised Guidance
    - b. Operational Blueprint Revisions
  - 2. Enrollment Report – Bill Rhoades – Verbal Report – (Pg. 10)
  - 3. District Facilities Report – Todd Hendrickson – Verbal Report
  - 4. Financial Report & List of Bills for October 2020 – Tami Ziglar – (Action Item)- (Pg. 12)
    - a. Propane Contract

- VII. New Business:

- 1. OSBA Board of Director Vote - (Action Item)- (Pg. 29)
  - 2. OSBA Resolution to Adopt the OSBA 2021-2022 Legislative Priorities and Principles - (Action Item) - (Pg. 30)
  - 3. Approval of SIA Agreement – (Action Item) - (Pg. 35)
  - 4. Adoption of All Students Belong Policy and AR-1<sup>st</sup> Reading (Pg. 59)
    - a. All Students Belong ACB - (Pg. 60)
    - b. Bias Incident Complaint Procedure ACB-AR - (Pg. 62)
  - 5. Approval of Updated Policies - (Pg. 65)
    - a. Personnel Records (GBL) - (Pg. 66)
    - b. Disclosure of Information (GBLA) - (Pg. 68)
    - c. Sexual Harassment (GBN/JBA) - (Pg. 69)
    - d. Sexual Harassment (JBA/GBN) - (Pg. 72)

**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 503-852-6980 at least 24 hours prior to the meeting.

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Board of Directors - Executive and Regular Session Agendas  
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- e. Sexual Harassment Complaint Procedure (GBN/JBA-AR) - (*Pg. 75*)
- f. Sexual Harassment Complaint Procedure (JBA/GBN-AR) - (*Pg. 80*)
- g. Special Education - Evaluation and Eligibility Procedures (IGBAH-AR)  
- (*Pg. 85*)
- 6. Superintendent Search - Sarah Herb, OSBA
  - a. Public Comment on Qualities and Qualifications
  - b. Discuss and Adopt Desired Board Qualities - (Action Item)
  - c. Identify Potential Screen Committee Make Up
  - d. Determine Salary Range

**VIII. Board of Directors Comments**

*Adjournment*

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**YAMHILL CARLTON SCHOOL DISTRICT NO.1**

**BOARD OF DIRECTORS**

Yamhill Carlton School District

Via Zoom

Thursday, October 8, 2020

Executive Session – 6:00 PM

Regular Session - 6:30 pm

**MINUTES - Executive Session**

Board Members: Susan FitzGerald, Jami Egland, Jack Bibb, Ken Watson. Erin Galyean,

DO/Administration Staff: Superintendent Bill Rhoades, Ed.D, Special Programs/HR Director John Horne, Director of Fiscal Services Tami Zigler, Board Secretary Eric Kraft, Communications Specialist/Confidential Secretary Brenna Diede, YCHS Principal Clint Raever, YCIS Principal Matt Wiles, YCES Principal Chad Tollefson, Facilities Manager Todd Hendrickson

- I. Call to Order - 6:00pm by Susan FitzGerald
- II. Review of Agenda
- III. New Business:

- a. Executive Session per ORS192.660(2)(d) To conduct deliberations with persons designated to carry on labor negotiations.*

The Executive Session adjourned at 6:29 p.m.

**MINUTES - Regular Session**

Board Members: Susan FitzGerald, Jami Egland, Jack Bibb, Ken Watson. Erin Galyean,

DO/Administration Staff: Superintendent Bill Rhoades, Ed.D, Special Programs/HR Director John Horne, Director of Fiscal Services Tami Zigler, Board Secretary Eric Kraft, YCHS Principal Clint Raever, YCIS Principal Matt Wiles, YCES Principal Chad Tollefson

Also Present: E. Chadwick, J. Hurley, C. Slater, C. Lawson, Sarah Herb (OSBA)

- I. Flag Salute
- II. Call to Order - 6:30pm by Susan FitzGerald
- III. Individuals, Delegations, Recognition, and Communications

- a. Building Principal Comments

YCES Principal Chad Tollefson - Attendance rate slightly over 90%, highlighted Title I teacher Lisa Heatherly.

YCIS Principal Matt Wiles - Many students with perfect attendance, have held two virtual assemblies, have started home visits for students of concern., held suicide prevention month training on state-wide in-service day

YCHS Principal Clint Raever - Erin Sunday, Jenna Schaljo, Jodan Slavish highlighted for creating new parent portal (ycparentportal.org), have started home visits for students of concern, held suicide prevention month training on state-wide in-service day

b. Public Comment

J. Hurley provided public comment.

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

*J. Egland motioned to approve the Agenda as presented. J. Bibb seconded. All in favor, motion carries.*

V. Consent Agenda – (*Action Item*)

*K. Watson motioned to approve the Consent Agenda as presented. J. Egland seconded. All in favor, motion carries.*

VI. Announcements and Reports

1. Superintendent's Report – Bill Rhoades - COVID metrics update, cases on the rise, COVID testing to be increased in Oregon soon, policy and guidance updates.
2. Enrollment Report – Bill Rhoades - Attendance being taken daily, multiple ways for students to be marked as “attended”, District currently at expected enrollment, YCES 4<sup>th</sup> grade moved to YCIS, large increase in Alliance Academy
3. Alliance Academy Report – John Horne - Parents are the teachers, Support provided by teachers to parents, currently four (4) teachers and one (1) half-time secretary, approximately ten (10) YCSD teachers doing extra duty teacher support for Alliance, online & textbook curriculum, extracurricular stipend of \$1,000 per student, Alliance teachers make home visits, usually one (1) field trip per month, a number of in-building students moved to Alliance for 20/21
4. District Facilities Report – Todd Hendrickson - Propane tank has been set, Fall weather readiness, Seismic and locker room RFPs, HVAC filters are backordered, looking at UV filter system

5. Financial Report & List of Bills for September 2020 – Tami Ziglar – *(Action Item) - \$1.8 million ending balance, \$450k over projection, Forecast 5 has been uploaded, PERS rates released 9/24/20, SIA contract finalized and approved, finishing up audit.*

*K. Watson motioned to approve the List of Bills for September 2020. J. Bibb seconded. All in favor, motion carries.*

## VII. New Business:

1. Superintendent Search Presentation
  - a. Sarah Herb – OSBA – Presented OSBA’s Yamhill Carlton School District Superintendent Search 2020/2021 Proposal. Sarah has participated in 40+ searches in four (4) years, OSBA is able to be flexible in the process, YCSD will receive a roll-over credit from OSBA from the interim search.

*J. Bibb motioned to elect to contract with OSBA as the firm to represent the Board in their superintendent search. J. Egland seconded. All in favor, motion carries.*

With no further discussion the Regular Session adjourned at 8:39 p.m.

Minutes by: Eric Kraft, Board Secretary

**YAMHILL CARLTON SCHOOL DISTRICT NO.1**

**BOARD OF DIRECTORS**

Yamhill Carlton School District

Via Zoom

Tuesday, October 13, 2020

Special Session – 4:30 PM

**MINUTES - Special Session**

Board Members: Susan FitzGerald, Jami Egland, Jack Bibb, Erin Galyean, (Absent) Ken Watson

DO/Administration Staff: Superintendent Bill Rhoades, Ed.D, Director of Fiscal Services Tami Zigler,

Board Secretary Eric Kraft, Facilities Manager Todd Hendrickson

I. Call to Order - 4:30pm by Susan FitzGerald

II. Approval of Agenda - (Action Item)

*J. Bibb motioned to approve the Agenda as presented. J. Egland seconded. All in favor, motion carries.*

III. New Business:

1. Awarding of Contract for Seismic RFP - Tami Zigler - (Action Item)  
- Four (4) proposal received, reviewed by evaluation committee, consensus recommendation reached.

*E. Galyean motioned to approve the recommendation and approve a Notice of Intent to Award to WRK Engineers, Inc; and to authorize the administration to negotiate and execute a contract with the firm. J. Bibb seconded. All in favor, motion carries.*

With no further discussion the Special Session adjourned at 5:15 p.m.

Minutes by: Eric Kraft, Board Secretary

**YAMHILL CARLTON SCHOOL DISTRICT NO.1**

**BOARD OF DIRECTORS**

Yamhill Carlton School District

Via Zoom

Thursday, October 22, 2020

Work Session – 6:00 PM

**MINUTES - Regular Session**

Board Members: Susan FitzGerald, Jami Egland, Jack Bibb, Ken Watson. Erin Galyean,

DO/Administration Staff: Superintendent Bill Rhoades, Ed.D, Director of Fiscal Services Tami Zigler,  
Board Secretary Eric Kraft, YCHS Principal Clint Raever, YCIS Principal Matt Wiles

Also Present: Sarah Herb (OSBA)

I. Call to Order - 6:11pm by Susan FitzGerald

II. Approval of Agenda - (*Action Item*)

*K. Watson motioned to approve the Agenda as presented. J. Egland seconded. All in favor, motion carries.*

III. New Business:

1. Division 22 Report - Bill Rhoades - Verbal Report - We must post report to ODE as to our level of compliance and submit any corrective actions, standards streamlined this year due to COVID-19, normally 54, only 17 this year, must post by 11/1/20 and submit to ODE by 11/15/20, YCSD has met minimal standards in all areas except comprehensive school counseling.

2. Approve Calendar Update - Bill Rhoades - (*Action Item*) - 11/5/20 is official end of semester, changing 11/6/20 to a grading/work day, no school for students.

*E. Galyean motioned to approve adopted calendar change as presented. K. Watson seconded. All in favor, motion carries*

3. Superintendent Search Planning - Sarah Herb, OSBA
  - a. Declare Superintendent Position as Vacant - (*Action Item*)

*K. Watson motioned to declare the Superintendent position as vacant as of July 1, 2021. J. Bibb seconded. All in favor, motion carries*

b. Approve Search Process Calendar - (Action Item)

*K. Watson motioned to adopt the Superintendent Search Calendar as presented. J. Egland seconded. All in favor, motion carries*

With no further discussion the Work Session adjourned at 7:09 p.m.

Minutes by: Eric Kraft, Board Secretary

Yamhill Carlton School District  
Human Resources  
Board Report  
October 8, 2020



**New Hires**

Kristie Al-Rashidi - Alliance Academy Teacher / YCES P.E. Teacher

**Resignation/Retirements**

Jay Crystal - YCES - Physical Education

Jessica Zmuda - YCES - Instructional Assistant

**Currently Open Postitions**



## YAMHILL CARLTON SCHOOL DISTRICT

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

October 26, 2020

Rabbi Joel E. Soffin  
Yad Soffin Foundation:  
Jewish Helping Hands, Inc.  
90 Riverside Dr.  
New York, NY 10024-2102

Dear Rabbi Soffin,

Thank you for your generous donation to the Yamhill Carlton School District. The donation of \$10,010.40 for the purpose of purchasing 20 Lenovo laptops is greatly appreciated!

Your generous support of our district is appreciated and we could not do what we do for kids without committed partners such as yourself.

For your records, Yamhill-Carlton School District's tax ID number is # 93-6001098.

With Deepest Gratitude!

A handwritten signature in blue ink that reads "Bill Rhoades".

Bill Rhoades, Ed.D  
Superintendent

*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: Yamhill Carlton School District Board of Directors  
From: Bill Rhoades, Superintendent  
Date: November 9, 2020  
Re: Superintendent Report

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**Background Information:**

On October 30<sup>th</sup> the governor issued new metrics and guidance related to school reopening. Superintendent Rhoades will provide updates on recent guidance from ODE, updated metrics from OHA, and the implications for YCSD. Superintendents are attend guidance update sessions with ODE on Monday afternoons.

This report will also share draft updates to the school operational blueprints for the hybrid instructional model presented in August.

**District Enrollment Report  
October 2020**

	Female	Male	X	Total	
Kindergarten	46	47		93	
1st Grade	52	46		98	
2nd Grade	37	42		79	
3rd Grade	41	55		96	
K- 3rd Subtotal:	176	190	0	366	
4th Grade	36	51		87	
5th Grade	35	43		78	
6th Grade	34	29		63	
7th Grade	42	45		87	
8th Grade	49	44		93	
4th-8th Subtotal:	196	212	0	408	
9th Grade	43	39	1	83	
10th Grade	30	42		72	
11th Grade	27	36		63	
12th Grade	29	41		70	
Transition	2			2	
9th – 12th Subtotal:	131	158	1	290	
District Total:		503	560	1	1064

**District Enrollment for 2020-21 School Year**

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
YCES	231	229								
YCIS	291	287								
YCHS	290	290								
Alliance	255	258								
<b>Total</b>	1067	1064	0	0	0	0	0	0	0	0

**YCES Enrollment for 2020-21 School Year**

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Kindergarten	58	59								
1st Grade	62	59								
2nd Grade	51	50								
3rd Grade	60	61								
<b>20/21 Total</b>	231	229	0	0	0	0	0	0	0	0
<b>19/20 Total</b>	361.5	364.75	365.75	360.75	362.75	360.5	357.75	363.75	366.75	365.75
<b>18/19 Total</b>	336	337	337	337	332	332	329.75	331.75	332	331

**YCIS Enrollment for 2020-21 School Year**

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
4th Grade	57	53								
5th Grade	59	56								
6th Grade	47	44								
7th Grade	61	62								
8th Grade	67	72								
20/21 Total	291	287	0	0	0	0	0	0	0	0
19/20 Total	308.25	311.5	310.5	312.5	306.5	302.5	302.5	306.5	306.5	306.5
18/19 Total	325	310	312	310	310	305	304	304.75	304	303

**YCHS Enrollment for 2020-21 School Year**

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Transition	2	2								
9th Grade	83	83								
10th Grade	72	72								
11th Grade	63	63								
12th Grade	70	70								
20/21 Total	290	290	0	0	0	0	0	0	0	0
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 2020-21**

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Kindergarten	34	34								
1st Grade	36	39								
2nd Grade	27	29								
3rd Grade	33	35								
4th Grade	32	34								
5th Grade	21	22								
6th Grade	18	19								
7th Grade	27	25								
8th Grade	27	21								
20/21 Total	255	258	0	0	0	0	0	0	0	0
19/20 Total	91.25	90.75	90.75	91.75	88.75	90	87.75	87.75	87.75	87.75
18/19 Total	88	89	94	94	99	105	105.5	105.5	103	103

*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: Bill Rhoades, Superintendent  
From: Tami Zigler, Business Manager  
Date: November 12, 2020  
Re: District Financial Report

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**Background Information:**

**SUMMARY**

This General Fund summary excludes Beginning Fund Balance (5400-5499). For the current period, total revenue was \$14,918 less than planned and total expenditures were \$478,194 less than planned. The combined result is a \$463,275 favorable surplus condition for the current year period.

**EXPENSE VARIANCE**

Material variance (deviation about 8.0% of planned) was observed for Capital Outlay, Other Objects and Other Uses of Funds.

**Salaries:** \$102,834 under plan (-8.8%), driven by decreases in 0130 ADDITIONAL SALARY, and 0112 CLASSIFIED SALARIES.

**Associated Payroll Costs:** \$51,421 under plan (-8.5%), driven by decreases in 0213 PERS UAL CONTRIBUTION, and 0241 EMPLOYEES INSURANCE, and partially offset by an increase in 0242 HSA EMPLR PD INS.

**Purchased Services:** \$145,452 under plan (-29.9%), driven by decreases in 0331 REIMBURSABLE STUDENT TRANSPORTATION, and 0311 SUBSTITUTE SERVICES, and partially offset by an increase in 0310 INSTR, PROF & TECH SRVS.

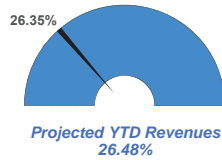
**Supplies:** \$51,899 under plan (-23.1%), driven by decreases in 0410 CONSUMABLE SUPPLIES & MATERIALS, 0480 COMPUTER HARDWARE, and 0420 TEXTBOOKS.

**Transfers:** \$115,884 under plan (-100.0%), driven by decreases in 0795 TRANSFER TO EMP BENEFIT FUND, and 0790 OTHER TRANSFERS.

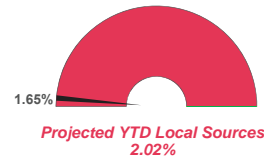
## 100 GENERAL FUND Revenue Dashboard Summary

For the Period Ending October 31, 2020

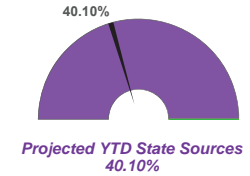
Actual YTD Revenues



Actual YTD Local Sources



Actual YTD State Sources

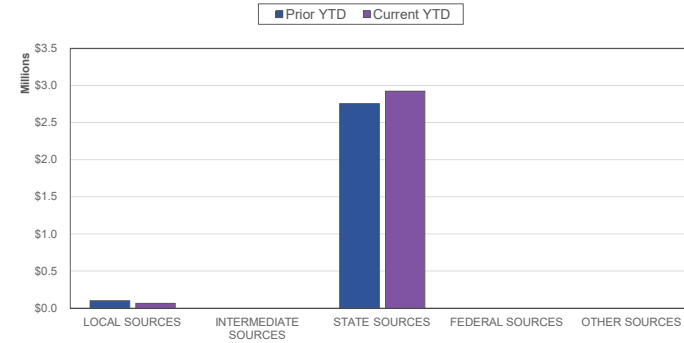


### General Fund Revenues

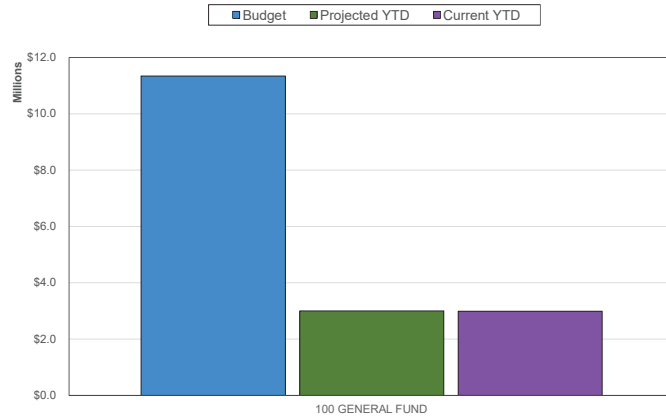
Top 10 GENERAL FUND Sources of Revenue (Year-to-Date)

State School Fund	\$2,924,021
Resources - Beginning Fund Balance	\$1,819,360
Ad Valorem Taxes Levied By District	\$21,985
Miscellaneous	\$20,864
Interest On Investments	\$16,522
Penalties And Interest On Taxes	\$2,507
Fees	\$2,251
Recovery Of Prior Years' Expenditure	\$1,012
Regular Day School Tuition	\$0
Percent of Total Revenues Year-to-Date	100.00%

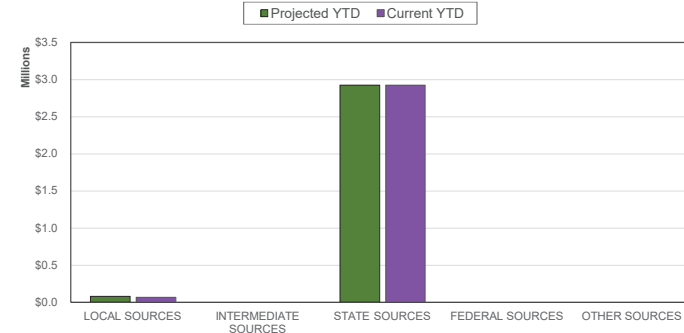
GENERAL FUND Revenue by Source | Prior YTD vs. Current YTD



Revenues by Fund | Budget / Projected YTD / Current YTD



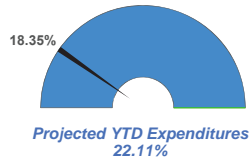
GENERAL FUND Revenue by Source | Projected YTD vs. Current YTD



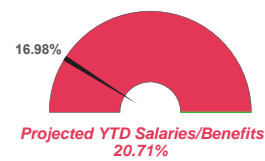
# 100 GENERAL FUND Expense Dashboard Summary

For the Period Ending October 31, 2020

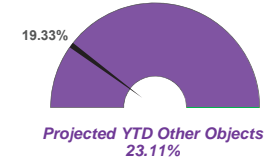
## Actual YTD Expenditures



## Actual YTD Salaries/Benefits



## Actual YTD Other Objects

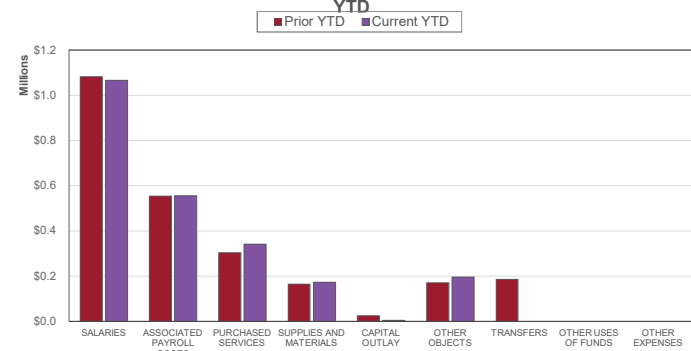


## General Fund Expenditures

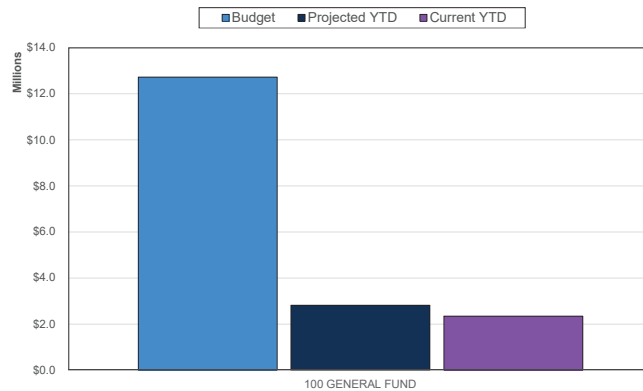
### Top 10 GENERAL FUND Expenditures by Program (Year-to-Date)

Licensed Salaries	\$485,667
Administrators	\$227,525
Classified Salaries	\$226,877
Employees Insurance	\$223,954
Pers Ual Contribution	\$177,463
Instr, Prof & Tech Srvs	\$162,834
Property Insurance Premiums	\$155,738
Fica/Medicare	\$78,787
Reimbursable Student Transportation	\$77,646
Managerial-Classified- Conf	\$70,761
Percent of Total Expenditures Year-to-Date	80.82%

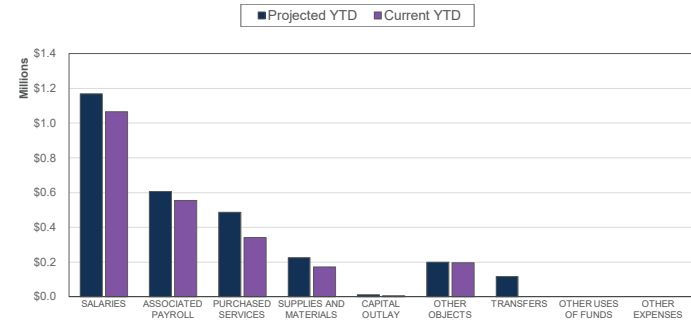
### GENERAL FUND Expenditures by Object | Prior YTD vs. Current YTD



### Expenditures by Fund | Budget / Projected YTD / Current YTD



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

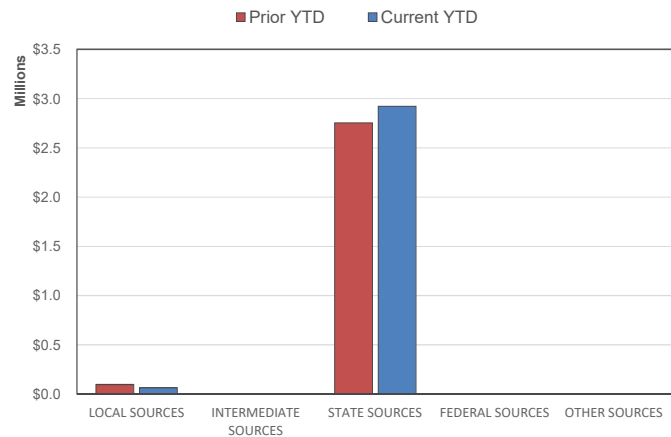


## 100 GENERAL FUND | Financial Summary by Object

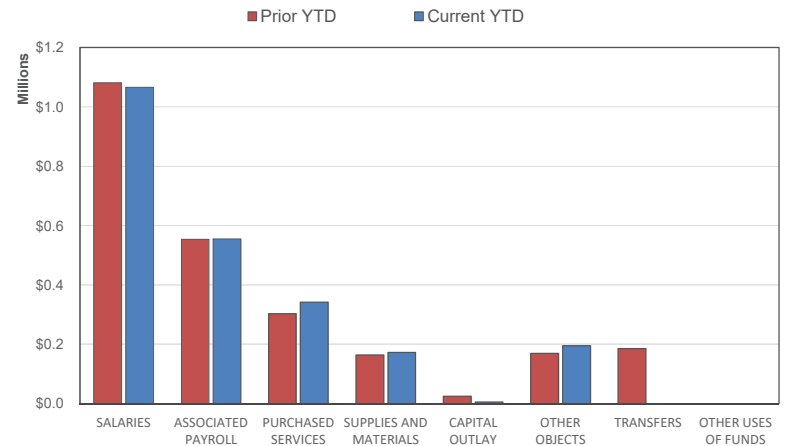
For the Period Ending October 31, 2020

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>Beginning Fund Balance</b>	\$ 1,176,211	\$ 1,176,211		\$ 1,819,360	\$ 1,380,000	
<b>REVENUES</b>						
Local Sources	97,127	3,602,219	2.70%	65,140	3,949,500	1.65%
Intermediate Sources	-	160,617	0.00%	-	103,300	0.00%
State Sources	2,754,126	6,601,037	41.72%	2,924,021	7,291,570	40.10%
Federal Sources	-	-		-	-	
Other Sources	-	-		-	-	
<b>TOTAL REVENUE</b>	<b>\$ 2,851,253</b>	<b>\$ 10,363,873</b>	<b>27.51%</b>	<b>\$ 2,989,161</b>	<b>\$ 11,344,370</b>	<b>26.35%</b>
<b>EXPENDITURES</b>						
Salaries	\$ 1,081,608	\$ 4,955,049	21.83%	\$ 1,066,196	\$ 5,449,220	19.57%
Associated Payroll Costs	553,988	2,691,467	20.58%	554,905	3,028,004	18.33%
Purchased Services	303,141	1,568,644	19.33%	341,568	2,252,430	15.16%
Supplies and Materials	164,202	294,895	55.68%	172,468	452,605	38.11%
Capital Outlay	24,400	24,400	100.00%	5,000	67,000	7.46%
Other Objects	169,485	173,630	97.61%	195,132	208,185	93.73%
Transfers	185,029	185,029	100.00%	-	266,926	0.00%
Other Uses of Funds	-	-		-	1,000,000	0.00%
Other Expenses	-	-		-	-	
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,481,853</b>	<b>\$ 9,893,114</b>	<b>25.09%</b>	<b>\$ 2,335,268</b>	<b>\$ 12,724,370</b>	<b>18.35%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$ 369,400</b>	<b>\$ 470,758</b>		<b>\$ 653,894</b>	<b>\$ (1,380,000)</b>	
<b>ENDING FUND BALANCE</b>	<b>\$ 1,545,611</b>	<b>\$ 1,646,970</b>		<b>\$ 2,473,254</b>	<b>\$ -</b>	

**Revenues by Source | Prior YTD vs. Current YTD**



**Expenditures by Object | Prior YTD vs. Current YTD**



# Yamhill-Carlton School District No. 1

## Approval of Bills Report

Fiscal Year: 2020-2021

Criteria: From Check Date: 10/01/2020 To: 10/31/2020 Voucher: ALL  
 Report Sort: FUND From Fund: 100 To: 900

☐ Page Break

☒ Exclude Invoice Description

Check Number	Vendor	Amount
<b>100 - GENERAL FUND</b>		
58568	ALENA WASSON	\$250.00
0	ALEX NUSSE	\$500.00
0	ALISON CHEATHAM	\$750.00
0	ALYSSA BUSSE	\$750.00
0	AMANDA GREENE	\$500.00
58569	AMANDA HILL	\$250.00
0	AMANDA NEAL	\$250.00
0	AMAZON CAPITAL SERVICES	\$2,956.01
0	AMUZU, NICOLE M	\$250.00
0	AMY HOFF	\$250.00
0	AMY STOKES	\$750.00
0	ANDREA AVOILO	\$250.00
0	ANDREW DAVIS	\$750.00
58570	APRIL WOODRUFF	\$250.00
58571	ASHLI FARNSWORTH	\$750.00
58498	AVEANNA HEALTHCARE	\$696.00
0	BELL, ARDIS	\$94.67
58572	BENJAMIN BROUILLET	\$250.00
0	BETH EDDINGS	\$250.00
58573	BETHANY BAKER	\$250.00
0	BETHANY HAGGARD	\$500.00
58574	BETHANY JERNIGAN	\$500.00
58509	BRAINPOP LLC	\$1,795.00
58575	BRIDGET PERKINS	\$500.00
0	BRITTANI JOHNSON	\$1,250.00
58576	CAITLIN WRIGHT	\$250.00
0	CASEY WARD	\$250.00

# Yamhill-Carlton School District No. 1

## Approval of Bills Report

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Criteria: From Check Date: 10/01/2020 To: 10/31/2020 Voucher: ALL  
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☐ Page Break

☒ Exclude Invoice Description

Check Number	Vendor	Amount
<b>100 - GENERAL FUND</b>		
0	CASSIE SORIC	\$500.00
0	CENTURY LINK	\$182.46
0	CHALLINOR, LISA A	\$77.60
0	CHELSEA THAYER	\$250.00
58577	CHELSEY BRIX	\$0.00
0	CHRIS FEATHERSTON	\$500.00
0	CHRISTOPHER HARDY	\$1,000.00
0	CHRISTY SULLENS	\$250.00
0	CINDY ERICKSON-ROBERTS	\$46.77
58578	CINDY TORGERSEN	\$250.00
58512	CITY OF CARLTON	\$4,735.98
58513	CITY OF YAMHILL	\$4,466.82
0	CJ BRACCIALINI	\$500.00
58537	COMCAST NETWORK SERVICES	\$4,324.58
0	CRYSTAL SCHEESE	\$500.00
0	CRYSTAL SHULMIRE	\$250.00
0	D-N-D ELECTRICAL CONTRACTORS	\$149.94
58514	DAILY JOURNAL OF COMMERCE	\$65.34
0	DANIELLE BARTON	\$500.00
58579	DARCI ASHFORD	\$250.00
0	DAVID HITE	\$250.00
0	DAVID MATTHEW BAILEY	\$500.00
0	EMILEE AMMANN	\$500.00
58580	EMILY LEVIN	\$1,000.00
0	ERIKA BARBER	\$1,000.00
0	ERIN CONNAUGHTON	\$250.00
0	ERIN GALYEAN	\$250.00

# Yamhill-Carlton School District No. 1

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Check Number	Vendor	Amount
<b>100 - GENERAL FUND</b>		
0	ERIN KUTTER	\$250.00
0	ERIN PAYNE	\$500.00
58538	ERNST IRRIGATION	\$2,117.28
0	ESS WEST LLC	\$94.66
58539	FLUENCY MATTERS	\$189.00
58540	GARRETT, HEMANN, ROBERTSON	\$1,000.00
58581	GARY NEAL	\$250.00
0	GAYLE BIZEAU	\$1,000.00
58582	GIUDICE, BEN	\$250.00
0	GONNUSCIO, JENNIFER	\$197.65
58501	GORMLEY PLUMBING AND HEATING	\$6,857.06
0	HADASSAH SHEPARD	\$500.00
58583	HAYLEY MCCULLOUGH	\$500.00
0	HEATHER MCINNIS	\$250.00
0	HEATHER NICHOLS	\$250.00
0	HEIDI WISMER	\$750.00
58584	HEILI HARRIS-BRANT	\$750.00
58585	HOLLY DOUGLAS	\$250.00
0	IRENE LUGO	\$500.00
58516	IRON MOUNTAIN INCORPORATED	\$100.92
58542	IXL LEARNING INC.	\$1,439.00
58586	JAMIE BARKER	\$500.00
0	JANA FERRIS	\$750.00
0	JASON BEHRING	\$250.00
0	JASON BOURNE	\$500.00
0	JAYLYNN REA	\$250.00
58587	JENIFER TUNING	\$500.00

# Yamhill-Carlton School District No. 1

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☒ Exclude Invoice Description

Check Number	Vendor	Amount
<b>100 - GENERAL FUND</b>		
0	JENNIFER JOHNSON	\$500.00
58588	JENNIFER MAPLETHORPE	\$500.00
0	JENNIFER MILLER	\$500.00
58589	JENNIFER MOLLOY	\$250.00
0	JENNIFER PAYNE	\$250.00
58590	JESSICA ZMUDA	\$250.00
58591	JHANNA EDWARDS	\$250.00
0	JILL SORENSON	\$250.00
58592	JOHNSTON, CARALEE	\$250.00
0	JONATHAN GROVER	\$500.00
0	JONATHAN WHITE	\$1,000.00
0	JOSHUA MILTON	\$750.00
58593	JULIE WARNER	\$500.00
58594	KARA BOWDER	\$500.00
58595	KARA WEBER	\$250.00
58596	KAREN PARR	\$500.00
0	KARISSA PETERSON	\$250.00
58597	KARLY SIMS	\$250.00
58598	KATHRYN CALVERT	\$500.00
0	KATIE LEN WAI	\$500.00
0	KATIE PORRITT	\$750.00
58599	KAYLA NAGELY	\$250.00
0	KENNETH BROWN	\$750.00
0	KIM MYERS	\$250.00
0	KNAPP, WHITNEY A	\$250.00
0	KONE INC	\$619.59
0	KOOPMAN, KRISTY	\$250.00

# Yamhill-Carlton School District No. 1

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Check Number	Vendor	Amount
<b>100 - GENERAL FUND</b>		
58600	KYLE BEEHNER	\$250.00
0	LATISHA BARKER	\$250.00
0	LAURA MACKIE	\$250.00
58601	LAURA ROLFSON	\$500.00
0	LAURYN MYERS	\$250.00
58560	LAWRENCE COMPANY	\$100.00
58517	LEARNING WITHOUT TEARS	\$1,495.48
58543	LEHMANN PEST CONTROL CO INC	\$381.14
0	LINDSEY MOORE	\$250.00
0	LISA JACOBS	\$115.00
58544	LITERACY RESOURCES	\$359.91
58602	LOMELI, JASMINE	\$750.00
58603	LORI BROUILLETTE	\$500.00
58518	LOWE'S COMPANIES INC.	\$67.36
0	LUCIANA RUMAGIT	\$250.00
0	MAHON, BRIAN	\$250.00
58604	MARIA BRAITHWAITE	\$250.00
0	MARIE-CHRISTINE GOODWORTH	\$500.00
58605	MARISA MACH	\$250.00
0	MARY HULL	\$250.00
0	MATTHEW FREY	\$250.00
0	MEGAN BALDWIN	\$500.00
0	MEGHAN DALTON	\$500.00
0	MEGHAN PLIES	\$500.00
0	MELISSA FREDRICKSON	\$250.00
0	MICHAEL ERWIN	\$250.00
58606	MICHELLE GREGOR	\$500.00

# Yamhill-Carlton School District No. 1

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☒ Exclude Invoice Description

Check Number	Vendor	Amount
<b>100 - GENERAL FUND</b>		
0	MID COLUMBIA BUS CO., INC	\$77,645.52
0	MIRIAM TAYLOR	\$500.00
0	MISTY STAFFORD	\$250.00
58519	MOBYMAX, LLC	\$1,023.36
0	MOLLY ROBERTSON	\$500.00
0	MONIQUE BICKLE	\$250.00
58607	MORGAN, LAURA R.	\$500.00
58608	NATASHA LOVE	\$250.00
58502	NEWS REGISTER	\$96.09
0	NIKKI BRIGGS	\$250.00
58609	NORA COOK	\$250.00
0	NORTHWEST REGIONAL ESD	\$71,900.00
58520	OASBO	\$150.00
58521	OETC	\$5,553.58
58522	OREGON STATE UNIVERSITY	\$370.00
58545	OSAA	\$2,510.00
58546	OSFMA	\$90.00
58562	PAC-VAN	\$105.00
0	PACIFIC OFFICE AUTOMATION (LEASE)	\$1,689.84
0	PHYLICIA REED	\$500.00
58548	PORTLAND GENERAL ELECTRIC	\$7,556.88
0	PRADO, RANDI R	\$40.00
58526	PROPANE NORTHWEST	\$28.38
0	QUILL CORPORATION	\$193.71
58610	RACHAEL BOYLE	\$1,000.00
0	RACHAEL NICHOLS	\$250.00
58611	RACHAEL OLIVEIRA	\$250.00

# Yamhill-Carlton School District No. 1

## Approval of Bills Report

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Criteria: From Check Date: 10/01/2020 To: 10/31/2020 Voucher: ALL  
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☒ Exclude Invoice Description

Check Number	Vendor	Amount
<b>100 - GENERAL FUND</b>		
0	RAEVER, CLINT R	\$250.00
58549	RECOLOGY OREGON COMPOST, MCMINNVILLE	\$933.20
58550	ROTH HEATING & COOLING	\$349.00
0	RUBY LOWE	\$250.00
0	RYAN STICKA	\$250.00
58551	SAFEGUARD FIRE EXTINGUISHER	\$428.00
0	SAMANTHA ELLIS	\$250.00
58612	SAMUEL STETSER	\$250.00
58613	SAMUELSON, CAROLINE A	\$500.00
0	SAPORITO, GIAVANNA M	\$25.80
0	SARA MORALES	\$250.00
0	SARAH HOLLENBECK	\$250.00
0	SARAH SITTON	\$500.00
58527	SAVVAS LEARNING COMPANY LLC	\$7,387.49
58552	SAVVAS LEARNING COMPANY LLC	\$7,145.33
0	SCHALJO, JENNY	\$79.00
58553	SCHOLASTIC INC.	\$425.43
58528	SCHOOL LIFE	\$130.80
0	SHAYNA BEATTY	\$500.00
0	SHELBY WILCOX	\$500.00
58614	SHEMYA SHORE	\$250.00
58615	SUSAN COOLEY	\$1,000.00
0	SUSAN GARAY	\$250.00
0	SUSAN TURNER	\$250.00
0	TAD BECKWITH	\$250.00
0	TAMARA DERBYSHIRE	\$500.00
0	TANYA BRAUKMAN	\$250.00

# Yamhill-Carlton School District No. 1

## Approval of Bills Report

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Check Number	Vendor	Amount
<b>100 - GENERAL FUND</b>		
58616	TASHINA GORDON	\$250.00
58531	TEACHERS PAY TEACHERS	\$3,600.00
0	TESSA WITHAM	\$500.00
58532	THE HOME DEPOT PRO	\$640.52
58556	THE HOME DEPOT PRO	\$373.96
0	THERESA BREITHAUP	\$500.00
0	THOMAS HOSKINS	\$250.00
58617	TIFFANY PISCITELLI	\$250.00
58618	TINDALL, ERIKA	\$500.00
0	TRACY ZUMWALT	\$500.00
0	UMPQUA BANK-CC	\$696.73
58507	UNIVERSITY OF OREGON-CTL	\$200.00
58619	VALERIE BREWER	\$500.00
0	VAN DOMELLEN, KAYLIN M	\$141.92
58508	VERIZON WIRELESS	\$13,413.01
0	VERTNER, TINA M	\$500.00
0	VICTOR COOK	\$1,000.00
0	VOYAGER SOPRIS LEARNING INC	\$120.89
0	WILLIAMSON, JODY	\$750.00
58533	YAMHILL SHELL STATION	\$224.18
58565	YAMHILL SHELL STATION	\$13.87
<b>Total for 100 - GENERAL FUND</b>		<b>\$303,006.71</b>
<b>201 - TITLE IA</b>		
0	UMPQUA BANK-CC	\$154.00
<b>Total for 201 - TITLE IA</b>		<b>\$154.00</b>
<b>228 - YCCO - KINDERGARTEN TRANSITION</b>		

# Yamhill-Carlton School District No. 1

## Approval of Bills Report

Fiscal Year: 2020-2021

Criteria: From Check Date: 10/01/2020 To: 10/31/2020 Voucher: ALL  
 Report Sort: FUND From Fund: 100 To: 900

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☒ Exclude Invoice Description

Check Number	Vendor	Amount
<b>228 - YCCO - KINDERGARTEN TRANSITION</b>		
0	AMAZON CAPITAL SERVICES	\$1,016.06
<b>Total for 228 - YCCO - KINDERGARTEN TRANSITION</b>		<b>\$1,016.06</b>
<b>230 - MISC GRANTS</b>		
0	AMAZON CAPITAL SERVICES	\$69.98
0	MCKINNEY, RENEE R	\$99.00
58525	PACIFIC ACE LLC	\$7,000.00
0	UMPQUA BANK-CC	\$275.00
<b>Total for 230 - MISC GRANTS</b>		<b>\$7,443.98</b>
<b>231 - FUEL UP TO PLAY 60</b>		
58558	COPY CATS	\$100.00
<b>Total for 231 - FUEL UP TO PLAY 60</b>		<b>\$100.00</b>
<b>233 - MEASURE 98</b>		
58504	PIERSON INDUSTRIES INC	\$2,568.60
0	UMPQUA BANK-CC	\$12.00
<b>Total for 233 - MEASURE 98</b>		<b>\$2,580.60</b>
<b>250 - FOOD SERVICES</b>		
0	AMAZON CAPITAL SERVICES	\$68.99
58499	BRETHOWER, JEAN R	\$140.46
58510	BRETHOWER, JEAN R	\$33.60
58557	BRETHOWER, JEAN R	\$26.40
58500	GOODY MAN DISTRIBUTING INC	\$265.80
58515	GOODY MAN DISTRIBUTING INC	\$225.00
58541	GOODY MAN DISTRIBUTING INC	\$378.45
58559	GOODY MAN DISTRIBUTING INC	\$581.60
58503	OUR TABLE COOPERATIVE	\$257.40

# Yamhill-Carlton School District No. 1

## Approval of Bills Report

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Criteria: From Check Date: 10/01/2020 To: 10/31/2020 Voucher: ALL  
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Check Number	Vendor	Amount
<b>250 - FOOD SERVICES</b>		
58524	OUR TABLE COOPERATIVE	\$808.20
58547	OUR TABLE COOPERATIVE	\$333.00
58561	OUR TABLE COOPERATIVE	\$313.20
58506	SPRING VALLEY DAIRY INC	\$429.83
58529	SPRING VALLEY DAIRY INC	\$375.40
58554	SPRING VALLEY DAIRY INC	\$351.20
58563	SPRING VALLEY DAIRY INC	\$870.75
58530	SYSCO FOOD SERVICES	\$1,655.68
58555	SYSCO FOOD SERVICES	\$2,428.28
58564	SYSCO FOOD SERVICES	\$1,798.22
<b>Total for 250 - FOOD SERVICES</b>		<b>\$11,341.46</b>
<b>280 - STUDENT BODY FUNDS</b>		
0	AMAZON CAPITAL SERVICES	\$523.33
58511	CHEMEKETA COMMUNITY COLLEGE	\$250.00
0	MCMaster-CARR SUPPLY COMPANY	\$36.96
0	OPITZ, MATTHEW B	\$22.00
58523	OREGON STATE UNIVERSITY	\$1,500.00
<b>Total for 280 - STUDENT BODY FUNDS</b>		<b>\$2,332.29</b>
<b>475 - CAPITAL CONSTRUCTION FUND</b>		
0	FIELDTURF USA INC	\$8,580.40
<b>Total for 475 - CAPITAL CONSTRUCTION FUND</b>		<b>\$8,580.40</b>
<b>480 - CAPITAL CONSTRUCTION JCI</b>		
58505	PROPANE NORTHWEST	\$14,184.59
<b>Total for 480 - CAPITAL CONSTRUCTION JCI</b>		<b>\$14,184.59</b>

## Yamhill-Carlton School District No. 1

### Approval of Bills Report

Fiscal Year: 2020-2021

Criteria:

From Check Date: 10/01/2020

To: 10/31/2020

Voucher: ALL

Report Sort: FUND

From Fund: 100

To: 900

☐ Page Break

☒ Exclude Invoice  
Description

Check Number

Vendor

Amount

Grand Total: \$350,740.09

End of Report

# Yamhill-Carlton School District No. 1

## Expenditure Summary Report

Fiscal Year: 2020-2021

Criteria: Report Sort: Fund

From Date: 07/01/2020

To Date: 10/31/2020

Fund: 100 GENERAL FUND		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
UMPQUA BANK-CC						
		0	GENERAL FUND	BOARD OF EDUCATION SERVICES	CONSUMABLE SUPPLIES & MATERIALS	\$2,545.83
		0	GENERAL FUND	EXECUTIVE ADMINISTRATION SERVICES	COMPUTER SOFTWARE	\$45.90
		0	GENERAL FUND	EXECUTIVE ADMINISTRATION SERVICES	CONSUMABLE SUPPLIES & MATERIALS	\$181.58
		0	GENERAL FUND	EXECUTIVE ADMINISTRATION SERVICES	INSTR, PROF & TECH SRVS	\$233.00
		0	GENERAL FUND	EXECUTIVE ADMINISTRATION SERVICES	NON-CONSUMABLE ITEMS	\$12.98
		0	GENERAL FUND	EXECUTIVE ADMINISTRATION SERVICES	PERIODICALS	\$35.00
		0	GENERAL FUND	EXECUTIVE ADMINISTRATION SERVICES	PRINTING AND BINDING	\$360.00
		0	GENERAL FUND	HIGH SCHOOL PROGRAMS	CONSUMABLE SUPPLIES & MATERIALS	\$17.88
		0	GENERAL FUND	HIGH SCHOOL PROGRAMS	PERIODICALS	\$4.00
		0	GENERAL FUND	HIGH SCHOOL-EXTRACURRICULAR	CONSUMABLE SUPPLIES & MATERIALS	\$780.00
		0	GENERAL FUND	OFFICE OF THE PRINCIPAL	COMPUTER SOFTWARE	\$79.00
		0	GENERAL FUND	OFFICE OF THE PRINCIPAL	POSTAGE	\$148.25
		0	GENERAL FUND	STAFF SERVICES	INSTR, PROF & TECH SRVS	\$135.00
		0	GENERAL FUND	TECHNOLOGY SERVICES	COMPUTER SOFTWARE	\$2,927.04
		0	GENERAL FUND	TECHNOLOGY SERVICES	DUES AND FEES	\$297.55
		0	GENERAL FUND	UNDESIGNATED	ACCOUNTS RECEIVABLE	\$19.97
Total for UMPQUA BANK-CC						\$7,822.98
Total for GENERAL FUND						\$7,822.98

Fund: 201 TITLE IA		Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
UMPQUA BANK-CC						
		0	TITLE IA	TITLE I	TEXTBOOKS	\$154.00
Total for TITLE IA						\$154.00

# Yamhill-Carlton School District No. 1

## Expenditure Summary Report

Fiscal Year: 2020-2021

Criteria: Report Sort: Fund

From Date: 07/01/2020

To Date: 10/31/2020

Fund: 230	MISC GRANTS					
Remit Name		Check#	FUND	FUNCTION	OBJECT	Amount
UMPQUA BANK-CC						
		0	MISC GRANTS	HIGH SCHOOL-EXTRACURRICULAR	DUES AND FEES	\$275.00
					Total for MISC GRANTS	\$275.00
Fund: 233	MEASURE 98					
Remit Name		Check#	FUND	FUNCTION	OBJECT	Amount
UMPQUA BANK-CC						
		0	MEASURE 98	HIGH SCHOOL PROGRAMS	CONSUMABLE SUPPLIES & MATERIALS	\$12.00
					Total for MEASURE 98	\$12.00
Fund: 405	GO - CAPITAL CONSTRUCTION					
Remit Name		Check#	FUND	FUNCTION	OBJECT	Amount
UMPQUA BANK-CC						
		0	GO - CAPITAL CONSTRUCTION	BUILDING ACQUISITION, CONSTRUCTION, IMPROVEMENT	CONSUMABLE SUPPLIES & MATERIALS	\$180.00
					Total for GO - CAPITAL CONSTRUCTION	\$180.00
					Grand Total:	\$8,443.98

Recap for FUND for GENERAL FUND

100	GENERAL FUND	\$7,822.98
201	TITLE IA	\$154.00
230	MISC GRANTS	\$275.00
233	MEASURE 98	\$12.00
405	GO - CAPITAL CONSTRUCTION	\$180.00

End of Report

*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: Yamhill Carlton School District Board of Directors  
From: Eric Kraft, Assistant to the Superintendent  
Date: November 9, 2020  
Re: OSBA Board of Director Vote

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**Background Information:**

At the September 10<sup>th</sup> Regular Session Meeting, the Board voted to nominate incumbent Brandy Penner, Chair, Newberg School Board of Directors, for the Yamhill/Polk Region Board Position.

OSBA elections will be held November 16<sup>th</sup> - December 18<sup>th</sup>. OSBA is asking the Board to vote on OSBA Director representatives, and to vote on supporting one resolution, "Resolution to adopt the OSBA 2021-2022 Legislative Priorities and Principles as recommended by the Legislative Policy Committee".

**Action 1** - Vote on OSBA Director Representatives: A Board member must motion to vote "yes", "no", or "abstain" for Brandy Penner, Newberg SD, for OSBA Board of Directors Position 13.

**Action 2** - Adopt the proposed 2021-22 OSBA Legislative Priorities and Principles: Action is not required, but a Board member may motion to vote "yes - adopt", "no - do not adopt", or "abstain" regarding the resolution as presented.



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## **Resolution to adopt the OSBA 2021-2022 Legislative Priorities and Principles as recommended by the Legislative Policy Committee**

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**WHEREAS**, the OSBA Legislative Policy Committee is charged under the OSBA Bylaws with developing the association's recommended Legislative Priorities and Principles, and

**WHEREAS**, the OSBA Legislative Policy Committee met in January, May and June to develop the Proposed OSBA Legislative Priorities and Principles for 2021-22, and

**WHEREAS**, the OSBA Legislative Policy Committee sent the Proposed OSBA Legislative Priorities and Principles for 2021-22 out to the membership of OSBA for comment and suggested changes, and

**WHEREAS**, the overwhelming majority of the comments received by the membership were in support of the Proposed OSBA Legislative Priorities and Principles for 2021-22 developed by the OSBA Legislative Policy Committee, and

**WHEREAS**, the OSBA Legislative Policy Committee met via Zoom video conference call in August to review the feedback received by the membership, and

**WHEREAS**, the OSBA Legislative Policy Committee discussed the feedback from the membership and made no modifications to the Proposed OSBA Legislative Priorities and Principles for 2021-22, and

**WHEREAS**, the OSBA Legislative Policy Committee approved the Proposed OSBA Legislative Priorities and Principles for 2021-22 at its August meeting and urged the OSBA Board of Directors to approve the Proposed OSBA Legislative Priorities and Principles for 2021-22 and place them before the membership for approval.

**THEREFORE, BE IT RESOLVED** by the OSBA Board of Directors that the Proposed OSBA Legislative Priorities and Principles for 2021-22 be placed before the membership for consideration during the 2020 OSBA election season, and

**BE IT FURTHER RESOLVED** that the Proposed OSBA Legislative Priorities and Principles for 2021-22 and a copy of this resolution be forwarded to all member boards of the Association in accordance with the OSBA Board of Directors adopted elections calendar.



## 2021-2022 Legislative Priorities and Principles

Proposed: August 25, 2020

### Preamble

The Oregon School Boards Association (OSBA) remains fiercely committed to advocating on behalf of equity for Oregon's students. Equity is the driving force behind the Student Success Act (HB 3427), and OSBA will remain dedicated to advancing legislation that makes significant impacts for equity across the education spectrum, including investments targeting increased academic achievement for students and legislation to reduce academic disparities for historically underserved students.

OSBA is committed to social justice and assuring Oregon's education system is free of institutional bias through such means as culturally relevant teaching and professional development that promotes cultural competence, and discipline that is free of bias.

OSBA believes funding a strong public education system is the best investment Oregonians can make to strengthen our economy, create thriving communities, and improve the quality of life for every Oregonian.

To accomplish these goals, OSBA will introduce and support legislation to:

# Priorities

## **Promote Adequate, Predictable, and Stable Funding**

The State School Fund rises and falls every two years because Oregon's revenue-raising and funding systems have substantial variance. Stable and adequate funding is crucial to providing a quality education to all students across the education continuum. To ensure stable and adequate funding, OSBA will actively promote legislation that accurately calculates current service level funding for school districts.

## **Protect the 2019 Student Success Act**

The Student Success Act provides local school districts and education service districts unprecedented opportunities to target new funding toward educational programs. OSBA will actively promote legislation to protect the funding allocated for the Student Success Act in order to deliver equitable outcomes for all K-12 students.

## **Close the Opportunity Gap**

In every community a disparity in academic achievement exists between student groups. OSBA will support legislation aimed at closing achievement and opportunity gaps that exist across Oregon's public schools.

## **Contain Cost Drivers**

The costs associated with health care and retirement benefits are eating into funding available for instructional opportunities for students. OSBA will promote legislation that provides relief for districts related to benefit costs controlled by the State.

## **Support Local Governance and Oppose Mandates**

Locally elected officials, local education professionals, and the local community are in the best position to respond to the needs of all students. New mandates must have necessary funding and be researched-based with results indicating increased achievement for all students.

## **Support Capital Improvements**

Students need schools that are safe, comfortable, and appropriate for a modern and/or digital learning environment. OSBA will actively promote the allocation of state-level resources to help pay for construction and capital improvement. OSBA will promote legislation aimed at diversifying the funding methods available to school districts.

## **Ensure Access to Post-Secondary Credits**

All students should have access to post-secondary credit opportunities. OSBA will advocate for a seamless transfer of credits throughout Oregon's higher education system.

## **Address Education Workforce Shortages**

OSBA will promote efforts both state and at the local level to preserve and improve initiatives that combat the workforce shortage. OSBA will advocate for programs that will help districts recruit and retain a diverse and well-prepared workforce.

# Principles

## **Finance**

OSBA supports the allocation of state resources to ensure school districts and education service districts have the necessary resources to equitably and fully support all students' instructional, behavioral, and programmatic needs. OSBA supports appropriate financial tax policy to make Oregon schools competitive, nationally, and globally, including the preservation of other funding options for local district consideration.

## **Student Programs**

OSBA supports high-quality programs that equitably serve all students in obtaining a comprehensive and well-rounded education. OSBA supports new and continued partnerships with education stakeholders to increase educational and career opportunities for students.

## **Student Safety and Wellness**

OSBA supports safe and secure school environments, the physical health and overall well-being of all students, and services that promote social, emotional, and behavioral health.

## **Personnel**

OSBA supports attracting and retaining effective employees to create a healthy, diverse, culturally responsible, safe, and sustainable workforce. OSBA supports local management, local contract negotiations, and continued conversations regarding professional development, licensure, and career advancement for personnel.

## **Governance and Operations**

OSBA believes locally elected school district, ESD, and community college boards are best equipped to make decisions in the best interest of students and communities. OSBA supports cross-system collaboration, alignment, and accountability among education stakeholders and partners.

## **Federal Education Issues**

OSBA will advocate for the federal government to prioritize, streamline, and fully fund programs that support students.

The Oregon School Boards Association is dedicated to improving student success and education equity through advocacy, leadership, and service to Oregon public school boards.



1201 Court St. NE, Ste. 400, Salem, OR 97301  
503-588-2800 | 800-578-OSBA  
[info@osba.org](mailto:info@osba.org) | [www.osba.org](http://www.osba.org)

*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: Bill Rhoades, Superintendent  
From: Tami Zigler, Business Manager  
Date: November 9 , 2020  
Re: Recommendation for Approval of the SIA Grant Agreement

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**Background Information:**

The Yamhill Carlton School District has finalized its SIA grant agreement the Oregon Department of Education. The Student Success Act requires that our SIA Grant Agreement with ODE be presented to the local school board in a public meeting with opportunity for public comment. This is in addition to the presentation that was made to the board earlier in the year.

This agreement is for the foundational year only, a year in which funding was reduced approximately two-thirds. Funding priorities have been maintained and we expect updated guidance later in the week allowing districts to move forward their three year plans into the next biennium.

**Recommendation:** it is recommended that the Board approve the YCSD SIA Grant Agreement with the Oregon Department of Education.

# STATE OF OREGON GRANT AGREEMENT

GRANT NO. 13772

## **“Student Success Act -Student Investment Account”**

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Yamhill Carlton SD 1** (“Grantee”), each a “Party” and, together, the “Parties”.

## **SECTION 1: AUTHORITY**

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”). Agency is authorized to distribute funding from the Statewide Education Initiative Account for the purposes described in Section 9 of the Act. Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

## **SECTION 2: PURPOSE**

The purpose of this grant is to provide funding to assist in meeting students’ mental or behavioral health needs, and increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

## **SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2021.

## **SECTION 4: GRANT MANAGERS**

### **4.1 Agency’s Grant Manager is:**

Rachael Moser  
Office of Education Innovation & Improvement  
255 Capitol St NE  
Salem, OR 97310-0203  
[SIInfo@ode.state.or.us](mailto:SIInfo@ode.state.or.us)

### **4.2 Grantee’s Grant Manager is:**

Charan Cline  
Yamhill Carlton SD 1  
120 N Larch Pl  
Yamhill, OR 97148-8667

**4.3** A Party may designate a new Grant Manager by written notice to the other Party.

## **SECTION 5: PROJECT ACTIVITIES**

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2021 (the “Performance Period”).

## **SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$253,048.35 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Student Investment Account (“Funding Source”).

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3 Grantee may use the Grant Funds for indirect or administrative costs up to the amount allowed by OAR 581-014-0004 (currently the lesser of five percent of Grantee's total expenditures or \$500,000 per annum). The rates described in OAR 581-014-0004 control over any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

### 7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
  - 7.2.2 No default as described in Section 15 has occurred; and
  - 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

### **8.1 Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1** Grantee is eligible to accept Grand Funds for this purpose and is duly organized and validly existing under the laws of the State of Oregon;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

### **8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

### **8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 9: OWNERSHIP**

### **9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

### **9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

## SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit C.
- 12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit C or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit C, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. If the parties cannot resolve the dispute at the direct management level, it will be resolved as provided in OAR 581-014-0004.

## SECTION 15: DEFAULT

**15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
- 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
- 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

**15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

**18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

**18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

**18.3 By Grantee.** Grantee may terminate this Grant as follows:

**18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

**18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

**18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

**18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

## SECTION 19: MISCELLANEOUS

**19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

**19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

**19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

**19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.8.1 FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by the Agency. If Grantee has access to personally identifiable education records, Grantee shall not disclose them to anyone and upon completion of the education program and expiration of the Grant, Grantee shall destroy the records. Grantee shall comply with all applicable statutes and rules related to FERPA and education records.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.

- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
  - Exhibit A (the "Project")
  - Exhibit B (Common and Customized Framework)
  - Exhibit C (Insurance)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

## SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### STATE OF OREGON acting by and through its Department of Education

By: \_\_\_\_\_  
 Name, Title Date

### GRANTEE Yamhill Carlton SD 1

By: \_\_\_\_\_  
 Authorized Signature Date

\_\_\_\_\_  
 Printed Name, Title

\_\_\_\_\_  
 Federal Tax ID Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

By: Cynthia Byrnes, Senior Assistant Attorney General      8/27/2020 via email  
 Name, Title Date

## EXHIBIT A THE PROJECT

### SECTION I – BACKGROUND AND GOALS

Signed into law in May of 2019, the Student Success Act (SSA) is a historic opportunity for Oregon schools. The law is rooted in equity, authentic community engagement and shared accountability for student success.

SSA establishes the Student Investment Account (SIA) to provide Oregon school districts and eligible charter schools with access to non-competitive grant funds. Each SIA applicant is required to work alongside educators, students, families and their community to develop a plan and outline priorities and activities that align to the allowable uses in the law.

The SIA grants are for two purposes:

- 1) Meeting students' mental or behavioral health needs, and
- 2) Increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

### SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B.

**“Act”** means the “Student Success Act” codified in 2019 Oregon Laws Chapter 122, as amended from time to time, inclusive.

**“Allowable Costs of the Project”** means Grantee’s actual costs that are reasonable, necessary and directly related to the implementation of the SIA Plan and are allowable uses of the Grant Funds under the Act.

**“Baseline Targets”** means the minimum expectations for improvement set forth in the SIA Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further defined in the December 2019 “Guidance for Eligible Applicants”.

**“Common Metrics”** means the Five-Year Completion Rate, Third-Grade Reading Proficiency Rate, Ninth-Grade On-Track Rate, Regular Attendance Rate, and Four-Year On-Time Graduation rate used by the Agency to measure the success of activities funded by the SIA.

**“Disaggregated”** has the meaning give in section 12(a) of the Act.

**“Five-Year Completion Rate”** has the meaning given in section 12(b) of the Act.

**“Focal Student Groups”** means students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged, students who are homeless and students who are foster children.

**“Foundational Year”** means the first year of Grantee’s three-year SIA Plan.

**“Four-Year on-Time Graduation Rate”** means the percentage of students who received a high school diploma or a modified diploma within four years of the student beginning the ninth grade.

**“Gap Closing Targets” or “Closing Gap Targets”** means the reduction of academic disparities between groups of students especially for Focal Student Groups set forth in the SIA Plan, based on the December 2019 “Guidance for Eligible Applicants”.

**“Longitudinal Performance Growth Targets (LPGT)”** means the required common metrics and optional locally defined metrics included in Grantee’s SIA Plan.

**“Ninth-grade On-Track Rate”** has the meaning given in section 12(d) of the Act.

**“Optional Local Metrics”** means additional Progress Markers toward the Common Metrics included in the SIA Plan.

**“Progress Markers”** means sets of indicators set forth in the SIA Plan that identify the kinds of changes Agency expects to see in policies, practices and approaches over the next three years that lead to Grantee reaching its LPGT.

**“Regular Attendance Rate”** has the meaning given in section 12(f) of the Act.

**“SIA Account”** means the Student Investment Account established, pursuant to ORS 327.175, within the Fund for Student Success for the purpose of distributing grants under ORS 327.195.

**“SIA Plan”** means the plan developed and implemented by Grantee that focuses on increasing academic achievement and, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs.

**“Stretch Targets”** means significant improvement set forth in the SIA Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further described in the December 2019 “Guidance for Eligible Applicants”.

**“Third-Grade Reading Proficiency Rate”** has the meaning given in section 12(g) of the Act.

## SECTION III – PROJECT ACTIVITIES

**This Grant Agreement is for the Foundational Year only.**

### **Subsection 1. Continuous SIA Plan Implementation**

Agency will disburse Grant Funds for Allowable Costs of the Project that implement Grantee's SIA Plan during the Performance Period in accordance with formula and activities described in the Act.

At the start of the 2020-2021 School Year, Grantee must begin to implement its SIA Plans.

Grantees must use the Grant Funds only for:

(a) Increasing instructional time, which may include: (A) More hours or days of instructional time; (B) Summer programs; (C) Before-school or after-school programs; or (D) Technological investments that minimize class time used for assessments administered to students.

(b) Addressing students' health or safety needs, which may include: (A) Social-emotional learning and development; (B) Student mental and behavioral health; (C) Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school; (D) Student health and wellness; (E) Trauma-informed practices; (F) School health professionals and assistants; or (G) Facility improvements directly related to improving student health or safety.

(c) Reducing class sizes, which may include increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.

(d) Expanding availability of and student participation in well-rounded learning experiences, which may include: (A) Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade; (B) Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers; (C) Broadened curricular options at all grade levels, including access to: (i) Art, music and physical education classes; (ii) Science, technology, engineering and mathematics education; (iii) Career and technical education, including career and technical student organization programs; (iv) Electives that are engaging to students; (v) Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs; (vi) Dropout prevention programs and transition supports; (vii) Life skills classes; or (viii) Talented and gifted programs; or (D) Access to licensed educators with a library media endorsement

Grantee must periodically review its progress toward meeting Grantee's Progress Markers and LPGT described in the Exhibit B Common and Customized Framework.

### **Subsection 2. Foundational Year SIA Plan Refinement and Extension**

During the Foundational Year, Grantee must re-visit each aspect of its SIA Plan and engage with Focal Student Groups, families, staff and community to develop a four-year SIA Plan that will extend from 2021-2024 with two biannual implementation periods.

## **ODE SIA**

Grantee must also revisit its LPGT and develop Baseline Targets and Stretch Targets for each of the five Common Metrics and develop Gap Closing Targets that Focal Student Groups will be expected to meet over a five-year period.

As part of the application process for follow-up funding to this Foundational Year Grant, Grantee must work with Agency to co-develop LPGT, Progress Markers and Optional Local Metrics in the spring and summer of 2021.

## **SECTION IV – REPORTING REQUIREMENTS**

Grantee must submit quarterly financial and performance progress reports as well as a final yearly report on the dates set forth in Section V. This reporting requirement shall survive termination of this Agreement.

### **Financial Reports**

Beginning in January of 2021 and continuing each quarter thereafter, Grantee must submit a financial report detailing its expenditure of Grant Funds to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the fiscal year.

If Grantee does not use the Grant Funds for Allowable Project Costs Agency may exercise the remedies provided in Section 17 of this Grant, including without limitation deducting amounts from future disbursements of Grant Funds.

Any Grant Funds that are not used by Grantee by June 30, 2021 must be returned to Agency for deposit in the Student Investment Account. If Grantee has not used all of its Grant Funds by June 30, 2021, Grantee may submit a request to Agency no later than June 15 for an extension until September 30, 2021 to use the Grant Funds. The Agency may approve the request at its discretion based upon a determination as to whether the extension and proposed use constitute Allowable Project Costs that further Grantee's SIA Plan or targets.

### **SIA Plan Performance Reporting**

The Agency will closely monitor and evaluate Grantee's progress towards its Progress Markers.

Beginning in January of 2021 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its SIA Plan activities to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the fiscal year.

### **SIA grant monitoring**

The Agency will monitor Grantee's performance under this Grant in person, video conferencing or by phone. Agency will provide written notice to Grantee, as provided in Section 19.4 of the Grant, at least 15 days in advance of Agency's monitoring activities and will schedule in person visits, video conferencing and phone calls.

## **ODE SIA**

A Grant monitoring visit or call may cover a variety of topics at Agency's discretion including but not limited to: Grantee's compliance with the SIA Account purposes; challenges faced by the Grantee in implementing its Plan; SIA Plan outcomes; its budget and expenditure of moneys received from the SIA Account, Grantee's progress toward achieving its Progress Markers; financial reporting, any expenditure changes, and reconciliation of Grant Funds; or Grantee's training and technical assistance needs.

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board.

Each grant recipient must conduct a performance review every four years as required by standards adopted in board rule.

## **SECTION V – DISBURSEMENT and REPORTING PROVISIONS**

Agency will disburse the Grant Funds using its Electronic Grants Management System ("EGMS"), on a quarterly basis as outlined below:

<b><u>Disbursement Date</u></b>	<b><u>Amount</u></b>
<b><u>October 1, 2020</u></b>	<b><u>40%</u></b>
<b><u>January 1, 2021</u></b>	<b><u>30%</u></b>
<b><u>April 1, 2021</u></b>	<b><u>30%</u></b>

\*If this Grant is not fully executed by October 1, 2020, Agency will disburse the Grant Funds within 30 days of the Execution Date.

Agency will disburse the Grant Funds in quarterly disbursements in advance of expenditures, not on a reimbursement basis.

Grantee must submit its financial and performance progress reports on the following dates:

**January 31, 2021**

**April 30, 2021**

**August 30, 2021 (Yearly Report)**

## EXHIBIT B

### COMMON AND CUSTOMIZED FRAMEWORK

#### YAMHILL CARLTON SD 1

#### SECTION I – PROGRESS MARKERS FOR SCHOOL YEAR 2020-2021

The Progress Markers are a mechanism to support a developmental approach to evaluation with a focus on learning about the kinds of changes that happen from distinct investments. The following fifteen Progress Markers are arranged into three categories that represent the advancement in degree of change from minimum to profound as described and listed below:

- A. **“Expect to see”** progress makers represent initial, easy to achieve changes that indicate a recognition of and commitment to SIA plan goals.
- B. **“Would like to see”** progress markers represent longer term likely changes and indicate more active learning and engagement.
- C. **“Would love to see”** progress markers describe the kinds of profound changes ideal for any program or investment to make or contribute towards. Note: In this first year, this would be unusual to see.

#### A. Expect to see

1	Every school recognizes and honors the strengths that educators, students and their families bring to the educational experience through active and consistent community engagement.
2	An equity lens is in place, adopted, and woven through all policies, procedures and practices.
3	Data teams are forming, and they frequently review data that inform a school’s decision-making processes, including barriers to engagement and attendance. <sup>1</sup>
4	Schools and districts have an inventory of literacy assessments, tools, and curriculum being used.
5	Increased communication exists between educators and families about student growth, literacy trajectory, areas for improvement, and individualized supports are provided.
6	Schools and districts co-develop and communicate a shared understanding (among educators, students, families and community members) of what it means to be on track by the end of the 9th Grade.

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<sup>1</sup> Providing sufficient time for teachers and staff to review data is an eligibility requirement for High School Success (Measure 98) funding in high schools. This suggests the value of that practice when well designed for all developmental levels. Duplication in focus is acceptable and strategic in this case. Funds should be braided but grantees can’t use funding for the same purpose with both initiatives.

**B. Would like to see**

7	Every school has effective foundational learning practices in place including safe, welcoming classroom environments, social-emotional learning, trauma-informed practices, behavioral supports, and culturally sustaining practices.
8	Educators use student-centered approaches to foster student voice, reinforce student engagement and motivation, and increase academic achievement.
9	Dedicated time for professional learning and evaluation tools are in place to see if policies/procedures are adequately meeting the needs of students.
10	Comprehensive literacy strategies, including professional development plans for educators, are documented and communicated to staff, students (developmentally appropriate), and families.
11	An audit of 9th grade course scheduling is conducted, accounting for student core and support course placement, and disaggregated by student focal groups. <sup>2</sup>
12	Schools strengthen partnerships with active community organizations and partners, including local public health, businesses, faith communities, tribal leaders, and others.

**C. Would love to see**

13	Educators have a balanced assessment system in place to help them identify student learning in the areas of reading, writing, research, speaking, and listening that are clearly connected to Oregon's English Language Arts and Literacy Standards.
14	School districts have a process to identify and analyze the barriers that disconnect students from their educational goals and/or impede students from graduating on time <sup>3</sup> .
15	Students have avenues to share and communicate their dreams and aspirations at all levels, including a clear picture of the contributions and next steps they plan to take after they graduate from high school.

**SECTION II – APPROVED OPTIONAL LOCAL METRICS (IF APPLICABLE)**

NA

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<sup>2</sup> Again, this is intentionally aligned with High School Success goals and best practices. Changes in progress that might come in part from SIA investments and in part from HSS investments are acceptable to include as “contributions to change” as what we are most interested in is that change is occurring and learning from what is unfolding.

<sup>3</sup> ODE considered and received substantial but mixed feedback about the value of mapping the math strategy, and while we chose not to include formally, SIA recipients are encouraged to review the literature and develop an understanding of what Math proficiency is, what it looks like for students and how shared competencies are taught in 9th grade Math.

## EXHIBIT C INSURANCE

### INSURANCE REQUIREMENTS:

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit C prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

### WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

### COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

### AUTOMOBILE LIABILITY INSURANCE:

☒ **Required**    ☐ **Not required**

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Grantee termination of this Grant Agreement, or, (iii) The expiration of all warranty periods provided under this Grant Agreement.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement. Grantee must furnish acceptable insurance certificates to: [ode.insurance@ode.state.or.us](mailto:ode.insurance@ode.state.or.us) or by mail to: **Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310** prior to commencing the work.

**NOTICE OF CHANGE OR CANCELLATION:**

## ODE SIA

The Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

### **INSURANCE REQUIREMENT REVIEW:**

Grantee agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Grantee and Agency.

### **STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

### **Additional Coverages That May Apply:**

#### **DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

☒ **Required (If Grantee is a Non-Profit or if a first tier contractor or subgrantee is a Non-Profit)**

**Directors, Officers and Organization** insurance covering the Grantee's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than \$1,000,000.00 per claim.

#### **PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

☒ **Required**    ☐ **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.00. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

*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: Yamhill Carlton School District Board of Directors  
From: Bill Rhoades, Superintendent  
Date: November 9 , 2020  
Re: Recommendation for Adoption of Policies ACB and ACB-AR

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**Background Information:**

In October the State Board of Education Established the All Students Belong rule. The Rule as an important step in creating safe and inclusive school climates where all who participate in our school communities feel welcome. The All Students Belong rule is to also help insure that staff, school leaders, and visitors to our schools are able to work and participate in activities in environments free from discrimination or harassment based on hatred, race, color, religion, gender identity, sexual orientation, disability, or national origin.

The rule prohibits hate symbols, specifically three of the most recognizable symbols of hate in the United States, the swastika, The Confederate flag, and the noose. The rule requires districts to adopt and implement policies and procedures that prohibit these displays in any program or school sponsored activity except where used in teaching curricula that are aligned with the Oregon State Standards by January 1, 2021.

The recommended policies have been reviewed by Board policy liaisons and administrative team members. The policies reflect changes that align to the recently adopted rules and to related Board policy.

**Recommendation:** it is recommended that the Board consider policy ACB-All Students Belong and administrative rule ACB-AR-Bias Incident Complaint Procedure for a first reading.

# **Yamhill Carlton School District**

Code: **ACB**

Adopted:

## **All Students Belong**

District statement on equity.

All students are entitled to a high quality educational experience, free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

All employees are entitled to work in an environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

All visitors are entitled to participate in an environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

“Bias incident” means a person’s hostile expression of animus toward another person, relating to the other person’s perceived race, color, religion, gender identity, sexual orientation, disability or national origin, of which criminal investigation or prosecution is impossible or inappropriate. Bias incidents may include derogatory language or behavior directed at or about any of the preceding demographic groups.

“Symbol of hate” means a symbol, image, or object that expresses animus on the basis of race, color, religion, gender identity, sexual orientation, disability or national origin including, the noose, swastika, or confederate flag, and whose display:

1. Is reasonably likely to cause a substantial disruption of or material interference with school activities; or
2. Is reasonably likely to interfere with the rights of students by denying them full access to the services, activities, and opportunities offered by a school.

The district prohibits the use or display of any symbols of hate on district grounds or in any district- or school-sponsored program, service, school or activity that is funded in whole or in part by monies appropriated by the Oregon Legislative Assembly, except where used in teaching curriculum that is aligned to the Oregon State Standards.

In responding to the use of any symbols of hate, the district will use non-disciplinary remedial action whenever appropriate.

The district prohibits retaliation against an individual because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

Nothing in this policy is intended to interfere with the lawful use of district facilities pursuant to a lease or license.

The district will use administrative regulation ACB-AR - Bias Incident Complaint Procedure to process reports or complaints of bias incidents.

END OF POLICY

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**Legal Reference(s):**

[ORS 659](#).850  
[ORS 659](#).852

[OAR 581](#)-002-0005  
[OAR 581](#)-022-2312

[OAR 581](#)-022-2370

*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503 (1969).  
*Dariano v. Morgan Hill Unified Sch. Dist.*, 767 F.3d 764 (9th Cir. 2014).  
*State v. Robertson*, 293 Or. 402 (1982).

# Yamhill Carlton School District

Code: **ACB-AR**

Adopted:

## **Bias Incident Complaint Procedure**

The term “bias incident” is defined in policy. Persons impacted by a bias incident shall be defined broadly to include individuals at whom an incident was directed as well as students in the larger school community likely to be impacted by the incident.

- Step 1: When a staff member learns of a potential bias incident, the staff member will prioritize the safety and well-being of all persons impacted and immediately report the incident to the building or program administrator.
- Step 2: The administrator or designee shall acknowledge receipt of the complaint, reduce the complaint to writing, and investigate any complaint of a bias incident. Responding staff will recognize the experience of all persons impacted, acknowledge the impact, commit to taking immediate action, and prevent further harm against those persons impacted from taking place. Redirection procedures, if any, will include:

- Educational components that address the history and impact of hate;
- Procedural components to ensure the safety, healing, and agency of those impacted by hate;
- Accountability and transformation for people who cause harm; and
- Transformation of the conditions that perpetuated the harm.

The administrator or designee must consider whether the behavior implicates other district policies or civil rights laws, and if so, respond accordingly.

The administrator or designee will determine responsibility within 10 days of receiving the complaint.

All persons impacted will be provided with information relating to the investigation and the outcome of the investigation. At a minimum, the information provided must include:

- That an investigation has been initiated;
- When the investigation has been completed;
- The findings of the investigation and the final determination based on those findings; and
- Actions taken with the person or persons who committed the harassing behavior to remedy the behavior and prevent reoccurrence when the actions relate directly to a person impacted by the event.

If any of the above information cannot be shared, a citation to the law prohibiting release and an explanation of how that law applies to the current situation will be provided.<sup>1</sup>

Step 3: If complainant or a respondent wishes to appeal the decision of the administrator or designee, the complainant or respondent may submit a written appeal to the superintendent within five school days after receipt of the administrator or designee's response to the complaint.

The superintendent or designee shall acknowledge receipt of the appeal and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the administrator or designee's decision. The superintendent or designee will respond in writing to the complainant within 10 school days.

The superintendent or designee will ensure that the requirements in Steps 1 and 2 (redirection procedures, notice, etc.) are continued to be met through Step 3, as appropriate.

Step 4: If the complainant or respondent is not satisfied with the decision of the superintendent or designee, a written appeal may be filed with the Board within five school days of receipt of the superintendent or designee's response to Step 3. The Board may decide to hear or deny the request for appeal at a Board meeting. The Board may use an executive session if the subject matter qualifies under Oregon law. If the Board decides to hear the appeal, the Board may meet with the concerned parties and their representative at the next regular or special Board meeting at a Board meeting. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing within 10 days of this meeting.

The Board will ensure that the requirements in Steps 1 and 2 (redirection procedures, notice, etc.) are continued to be met through Step 4, as appropriate.

Complaints can be filed with or communicated directly to the administrator or designee, in which case Step 1 will be skipped. Complaints against the administrator can be directed to the superintendent or designee and will begin at Step 3. Complaints against the superintendent or a Board member(s) can be directed to the Board and will begin at Step 4. If complaints begin later than Step 1, the individuals reviewing the complaint will ensure that all requirements are met.

The complainant, if a person who resides in the district, a parent or guardian of a student who attends school in the district or a student, is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days of the initial filing of the complaint, may appeal<sup>2</sup> the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.

Complaints may also be filed directly with the U.S. Department of Education Office for Civil Rights.

Building administrators will develop and implement instructional materials to ensure that all school employees and staff are made aware of this procedure and related practices. The materials will include reporting procedures, educational processes, and possible consequences.

When necessary, timelines may be adjusted by the district by communicating to all parties in writing. This communication must include a new timeline and an explanation of why the timeline must be adjusted.



### *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: Yamhill Carlton School District Board of Directors  
From: Bill Rhoades, Superintendent  
Date: September 21 , 2020  
Re: Recommendation for Adoption of Policies GBL, GBLA, GBN/GBA, GBN/GBA-AR, and IGBAH

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### **Background Information:**

In their May Policy Update OSBA presented sample updates for the following required policies:

- GBL-Personnel Records
- GBLA-Disclosure of information
  - Senate Bill 155 (2019) updates language relating to the release of personnel records when requests are received.
- GBN/JBA- Sexual Harassment
- GBN/JBA-AR Sexual Harassment Complaint Procedure
- JBA/GBN-Sexual Harassment
- JBA/GBN-AR-Sexual Harassment Complain Procedure
  - House Bill 3077 (2019) provides a new definition of sexual harassment (includes sexual assault), clarifies certain aspects of the reporting and investigating process, and requires the allocation of resources to support individuals who report sexual harassment.
- IGBAH-AR- Special Education Evaluation and Eligibility Procedures
  - Updates and clarifies processes related to Special Education Evaluation and Eligibility Procedures based on Senate Bills 13 and 16

The recommended updates have been reviewed by Board policy liaisons and administrative team members. Updates reflect changes that align the policies with recent legislation.

**Recommendation:** it is recommended that the Board adopt these policy updates as presented.

# **Yamhill Carlton School District**

Code: GBL

Adopted:

## **Personnel Records \***

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

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

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

Except as provided below, or required by law, district employees' 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. Records created pursuant to 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.

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. The district will attempt to notify the employee of the request and that the district believes it is legally required to disclose certain records.

END OF POLICY

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**Legal Reference(s):**

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

[ORS 342.143](#)  
[ORS 342.850](#)

[ORS 652.750](#)  
[OAR 581-022-2405](#)

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

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

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

# Yamhill Carlton School District

Code: GBLA  
Adopted:

## Disclosure of Information

Authorized district officials may disclose information about a former employee's job performance to a prospective employer. District officials are immune from civil liability for such disclosures under the following conditions:

1. The disclosure of information regarding the former employee's job performance is upon request of the prospective employer or the former employee. This disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was:
  - a. Knowingly false;
  - b. Deliberately misleading;
  - c. Rendered with malicious purpose; or
  - d. Violated civil right of the former employee protected under Oregon Revised Statute (ORS) 659 or ORS 659A.
2. Records created pursuant to 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);
3. The disclosure is a result of a request from law enforcement, Oregon Department of Human Services, 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;
4. No later than 20 days after receiving a request under ORS 339.374(1)(b), the district, if it has or has had an employment relationship with the applicant shall disclose the information requested

END OF POLICY

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### Legal Reference(s):

[ORS 30.178](#)  
[ORS 339.370 - 339.374](#)

[ORS 339.378](#)  
[ORS 339.388](#)

[ORS Chapter 659](#)  
[ORS Chapter 659A](#)

OR. ATTORNEY GENERAL'S PUBLIC RECORDS AND MEETINGS MANUAL.

# Yamhill Carlton School District

Code: GBN/JBA  
Adopted:

## Sexual Harassment

The district is committed to the elimination of sexual harassment in district schools, activities and programs. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment: of students by staff members, other students or third parties; of staff members by students, other staff members or third parties; and of third parties by staff members and students. This policy applies to third parties who are on or immediately adjacent to school grounds or district property, are at any school-sponsored or district-sponsored activity or program, or are off school or district property, if a student or staff member acts toward the person in a manner that creates a hostile environment for the person while at school or a school-sponsored or district-sponsored activity or program. "Third parties" include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events. "District" includes: district facilities; district premises and nondistrict property if the student or staff member is at any district-sponsored, district-approved or district-related activity or function, such as field trips or athletic events, where students are under the jurisdiction of the district; or where the staff member is engaged in district business. The prohibition also includes off duty conduct which is incompatible with a staff member's district job responsibilities.

All staff members, students, and third parties are subject to this policy.

Sexual harassment of students, staff members or third parties shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal or nonverbal and that interferes with a student's educational program or activity or that creates an intimidating, offensive or hostile educational environment; unwelcome conduct of a sexual nature that is physical, verbal or nonverbal and that interferes with the staff member's ability to perform the job or that creates an intimidating, offensive or hostile work environment; or unwelcome conduct of a sexual nature that is physical, verbal or nonverbal and that creates an intimidating, offensive or hostile environment; and
3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexuality in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

All complaints or reports about behavior that may violate this policy shall be promptly investigated.

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a district official so that the district official (and the reporting staff member when the victim of the harassment is a student or third party) may coordinate efforts to take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions that are necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the staff member who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to immediately report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Upon receipt of a complaint from a student or the student's parents, a staff member or a third party alleging behavior that may violate this policy, the district shall provide written notice as required by Oregon Revised Statute (ORS) 342.704(5) to the complainant.

The person who initiated the complaint and if applicable the student's parents or person's parents shall be notified when the investigation is initiated and concluded and as to whether a violation of this policy was found to have occurred to the extent allowable under state and federal student confidentiality laws.

The initiation of a complaint, and the participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the educational assignments or any terms or conditions of employment or of work or educational environment of the person who initiated the complaint or who participates in the investigation. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals 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. Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff members and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available upon request to all students, parents of students, staff members and third parties, posted on the district's website and published in student/parent and staff handbooks. The district's policy shall be posted on a sign in all schools. Posted signs shall be at least 8-1/2 inches by 11 inches in size.

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

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**Legal Reference(s):**

[ORS 243.706](#)  
[ORS 332.107](#)  
[ORS 342.700](#)  
[ORS 342.704](#)  
[ORS 342.708](#)

[ORS 342.850](#)  
[ORS 342.865](#)  
[ORS 659.850](#)  
[ORS 659A.006](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[OAR 581-021-0038](#)  
[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 (2019).

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

# Yamhill Carlton School District

Code: JBA/GBN  
Adopted:

## Sexual Harassment

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The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff members and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available upon request to all students, parents of students, staff members and third parties, posted on the district's website and published in student/parent and staff handbooks. The district's policy shall be posted on a sign in all schools. Posted signs shall be at least 8-1/2 inches by 11 inches in size.

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

---

**Legal Reference(s):**

[ORS 243.706](#)  
[ORS 332.107](#)  
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[ORS 659A.006](#)  
[ORS 659A.029](#)

[ORS 659A.030](#)  
[OAR 581-021-0038](#)  
[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 (2019).

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

# Yamhill Carlton School District

Code: GBN/JBA-AR  
Revised/Reviewed:

## Sexual Harassment Complaint Procedure

Principals, the human resources director, and the superintendent have responsibility for reports, complaints and investigations concerning sexual harassment. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Step 1 Any sexual harassment information (i.e., reports, complaints, rumors, etc.) shall be presented to district officials, this includes officials such as the principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

The district official receiving the complaint shall cause the district to provide written notice from the district to the complainant that includes:

1. The rights of the student, student's parents, staff member, person or person's parents who filed the complaint;
2. Information about the internal complaint processes available through the school or district that the student, student's parents, staff member, person or person's parents may pursue, including the person designated for the school or district for receiving complaints;
3. Notice that civil and criminal remedies that are not provided by the school or district may be available to the complainant through the legal system and that those remedies may be subject to statutes of limitation;
4. Information about services available to the student or staff member complainant through the school or district including any counseling services, nursing services or peer advising;
5. Information about the privacy rights of the student, student's parents, staff member, person or person's parents and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
6. Information about, and contact information for, state and community-based services and resources that are available to persons who have experienced sexual harassment; and
7. Notice that students who report information about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

This written notification must:

1. Be written in plain language that is easy to understand;
2. Use print that is of the color, size and font that allow the notification to be easily read; and
3. Be made available to students, students' parents, staff members and members of the public at each school office, at the district office and on the school or district website.

**Step 2** The district official receiving the information or complaint shall promptly initiate an investigation and will notify the complainant when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The official conducting the investigation shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. The parties will have an opportunity to submit evidence and a list of witnesses.

A copy of the notification letter provided in step 1 and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

**Step 3** If a complainant is not satisfied with the decision at step 2, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the step 2 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.

**Step 4** If a complainant is not satisfied with the decision at step 3, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the complainant shall be given an opportunity to present the appeal. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

Complaints against the principal may start at step 3 and may be filed with the superintendent. The superintendent will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The superintendent will investigate the complaint and will notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent, the complainant may appeal to the Board in step 4.

Complaints against the superintendent may start at step 4 and should be referred to the Board chair on behalf of the Board. The Board chair will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board chair shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

**YAMHILL CARLTON SCHOOL DISTRICT**  
**120 N. Larch Place, Yamhill, OR 97148 | (503) 852-6980**

**SEXUAL HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

\_\_\_\_\_

Description of misconduct: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**YAMHILL CARLTON SCHOOL DISTRICT**  
**120 N. Larch Place, Yamhill, OR 97148 | (503) 852-6980**

**WITNESS DISCLOSURE FORM**

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Yamhill Carlton School District

Code: JBA/GBN-AR  
Revised/Reviewed:

## Sexual Harassment Complaint Procedure

Principals, the human resources director, and the superintendent have responsibility for reports, complaints and investigations concerning sexual harassment. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Step 1 Any sexual harassment information (i.e., reports, complaints, rumors, etc.) shall be presented to district officials, this includes officials such as the principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

The district official receiving the complaint shall cause the district to provide written notice from the district to the complainant that includes:

1. The rights of the student, student's parents, staff member, person or person's parents who filed the complaint;
2. Information about the internal complaint processes available through the school or district that the student, student's parents, staff member, person or person's parents may pursue, including the person designated for the school or district for receiving complaints;
3. Notice that civil and criminal remedies that are not provided by the school or district may be available to the complainant through the legal system and that those remedies may be subject to statutes of limitation;
4. Information about services available to the student or staff member complainant through the school or district including any counseling services, nursing services or peer advising;
5. Information about the privacy rights of the student, student's parents, staff member, person or person's parents and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
6. Information about, and contact information for, state and community-based services and resources that are available to persons who have experienced sexual harassment; and
7. Notice that students who report information about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

This written notification must:

1. Be written in plain language that is easy to understand;
2. Use print that is of the color, size and font that allow the notification to be easily read; and
3. Be made available to students, students' parents, staff members and members of the public at each school office, at the district office and on the school or district website.

**Step 2** The district official receiving the information or complaint shall promptly initiate an investigation and will notify the complainant when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The official conducting the investigation shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. The parties will have an opportunity to submit evidence and a list of witnesses.

A copy of the notification letter provided in step 1 and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

**Step 3** If a complainant is not satisfied with the decision at step 2, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the step 2 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.

**Step 4** If a complainant is not satisfied with the decision at step 3, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the complainant shall be given an opportunity to present the appeal. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

Complaints against the principal may start at step 3 and may be filed with the superintendent. The superintendent will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The superintendent will investigate the complaint and will notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent, the complainant may appeal to the Board in step 4.

Complaints against the superintendent may start at step 4 and should be referred to the Board chair on behalf of the Board. The Board chair will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board chair shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

**YAMHILL CARLTON SCHOOL DISTRICT**  
**120 N. Larch Place, Yamhill, OR 97148 | (503) 852-6980**

**SEXUAL HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

\_\_\_\_\_

Description of misconduct: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): \_\_\_\_\_

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**YAMHILL CARLTON SCHOOL DISTRICT**  
**120 N. Larch Place, Yamhill, OR 97148 | (503) 852-6980**

**WITNESS DISCLOSURE FORM**

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Yamhill Carlton School District

Code: IGBAH-AR  
Adopted:

## Special Education - Evaluation and Eligibility Procedures\*\*

1. Request for Initial Evaluation
  - a. Consistent with its child find and parent consent obligations, the district responds promptly to requests initiated by a parent or public agency for an initial evaluation to determine if a child is a child with a disability.
  - b. Upon receiving a request from a parent or public agency for an initial evaluation, the district designates a team to determine whether an initial evaluation will be conducted.
    - (1) The district team includes the parent and at least two professionals, at least one of whom is a specialist knowledgeable and experienced in the evaluation and education of children with disabilities.
      - (a) The team may make the decision to evaluate with or without a meeting.
      - (b) The district documents team members' input, including parents, whether or not the district convenes a meeting.
  - c. If a meeting is held, the district invites parents to participate.
  - d. If the district agency refuses an evaluation requested by the parent, the district provides the parent with prior written notice of its refusal to conduct an evaluation.
  - e. The district acknowledges the parent's rights to challenge its refusal to conduct an evaluation.
2. The initial evaluation consists of procedures:
  - a. To determine if the child has a disability; and
  - b. To identify the child's educational needs.
3. The district conducts the initial evaluation within 60 school days of receiving parental consent for evaluation unless:
  - a. The district and the parents agree in writing to extend the timeline for an evaluation to determine eligibility for specific learning disabilities;
  - b. The child moves from another district during the evaluation, the district is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and the district agree in writing to a specific time when the evaluation will be completed; or
  - c. The parent repeatedly fails or refuses to produce the child for evaluation.
4. Re-evaluation
  - a. The district conducts re-evaluations:
    - (1) When the educational or related services needs, including improved academic achievement and functional performance of the child, warrant an evaluation;
    - (2) When the child's parents or teacher request a re-evaluation; and
    - (3) At least every three years, unless that parent and the district agree that a re-evaluation is unnecessary.
  - b. The district does not conduct re-evaluation more than once a year unless the parent and district agree otherwise.

## 5. Evaluation Planning

- a. As part of an initial evaluation (if appropriate) and as part of any re-evaluation, the child's individualized education program (IEP) or individualized family service plan (IFSP) team, including the parents and other qualified professionals as appropriate, must review existing information on the child, including:
  - (1) Evaluations and information provided by the child's parents;
  - (2) Current classroom-based, local or state assessments and classroom-based observations;
  - (3) Observations by teachers and related service providers; and
  - (4) Medical, sensory, and health information.
- b. On the basis of that review and input from the child's parents, identify what additional data if any is needed to determine:
  - (1) Whether the child has a disability;
  - (2) The child's present levels of academic achievement and related development needs;
  - (3) Whether the child needs, or continues to need, early intervention/early childhood special education (EI/ECSE) or special education and related services; and
  - (4) For re-evaluation, whether the child needs any additions or modifications to the special education and related services or, for a preschool child, any additions or modification to ECSE services:
    - (a) To enable the child to meet the measurable annual goals in the child's IEP or IFSP; and
    - (b) To participate, as appropriate, in the general education curriculum or, for preschool children, appropriate activities.

## 6. Evaluation Procedures

- a. The district assesses the child in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities.
- b. The evaluation is sufficiently comprehensive to identify all of the child's special education and related needs, whether or not commonly linked to the disability category in which the child has been classified.
- c. The evaluation includes information provided by the parent and a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the child that assist in determining:
  - (1) Whether the child has a disability; and
  - (2) The content of the child's IEP, including information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child, to participate in appropriate activities).
- d. The district ensures that assessments and other evaluation materials, including those tailored to assess specific areas of educational need, used to assess a child:
  - (1) Are selected and administered so as not to be discriminatory on a racial or cultural basis;
  - (2) Are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally and functionally, unless it is clearly not feasible to do so;
  - (3) Are used for the purposes for which the assessments or measures are valid and reliable;
  - (4) Are administered by trained and knowledgeable personnel; and

- (5) Are administered in accordance with any instructions provided by the producer of the assessments.
- e. The district selects and administers assessments to ensure that if an assessment is administered to a child with impaired sensory, manual or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual or speaking skills (unless those skills are the factors that the test purports to measure).
- f. The district uses technically sound instruments that may assess the relative contribution of cognitive factors and behavioral factors in addition to physical or developmental factors.
- g. The district does not use any single measure of assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child.

7. Requirements if Additional Evaluation Data is not Needed to Determine Eligibility

- a. If the child's IEP or IFSP team determines that no additional data is needed to determine whether or not the child is or continues to be a child with a disability, and to determine the child's educational and developmental needs, the district provides prior written notice of that decision, the reasons for it, and the right of parents to request an assessment.
- b. When the IEP or IFSP team determines that no additional data is needed to determine eligibility, the district does not conduct an assessment of the child unless requested to do so by the parents.

8. Evaluation Procedures for Transfer Students

When a child with disabilities transfers from one district to another district in the same school year, the district coordinates with the previous district to complete any pending assessment as quickly as possible.

9. Eligibility Determination

- a. Once evaluation is completed, the district designates an eligibility team to determine whether the child is eligible for special education services.
- b. This team includes:
  - (1) Two or more professionals, one of whom will be knowledgeable and experienced in evaluating and teaching students with the suspected disability; and
  - (2) The student's parent(s).
- c. For consideration of eligibility in the area of specific learning disabilities, the district eligibility team includes:
  - (1) A group of qualified professionals and the parent;
  - (2) The child's regular classroom teacher or, if the child does not have a regular classroom teacher, a regular classroom teacher qualified to teach a child of his or her age, or for a child of less than school age, a preschool teacher; and
  - (3) A person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist or other qualified professional.
- d. In interpreting evaluation data, each district team carefully considers and documents information from a variety of sources, including but not limited to, aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background and adaptive behavior and all required elements of the evaluation.
- e. Each eligibility team prepares a written eligibility statement that includes:

- (1) Identification of the evaluation data considered in determining the child's eligibility, including the required evaluation components for the disability under consideration;
  - (2) A determination of whether the child meets the minimum evaluation criteria for one or more of the disability categories in Oregon Administrative Rule;
  - (3) A determination of whether the primary basis for the suspected disability is:
    - (a) A lack of appropriate instruction in reading (including the essential components of reading) or math; or
    - (b) Limited English proficiency.
  - (4) A determination of whether the child's disability has an adverse impact on the child's educational performance;
  - (5) A determination of whether, as a result of the disability, the child needs special education services;
  - (6) The signature of every team member and an indication of whether each agrees with the eligibility determination;
  - (7) For a child suspected of having a specific learning disability, the team's written report includes additional specific documentation as required by Oregon Administrative Rule.
- f. The team does not find a child eligible as a child with a disability if the determinant factor for that eligibility decision is:
- (1) Lack of appropriate instruction in reading, including the essential components of reading instruction or lack of appropriate instruction in math; or
  - (2) Limited English proficiency; and
  - (3) The child does not otherwise meet the eligibility criteria found in Oregon Administrative Rule for the category(ies) of disability under consideration.
- g. The team finds a child eligible if the child has a disability and needs special education and related services, even though the child is advancing from grade to grade.
- h. A child may have disabilities in more than one disability category, but the team needs to find the child eligible in only one category. However, the district evaluates the child in all areas related to the suspected disability or disabilities, and the child's IEP addresses all of the child's special education needs.