

Yamhill Carlton School District  
Board of Directors - Regular Session Agenda  
Zoom Meeting – Via Link: <https://zoom.us/j/94421565624>

Thursday, September 24, 2020

Work Session- 6:00pm

**AGENDA**

- I. Call to Order
- II. New Business:
  - I. Recommendation to Adopt Policy JHH – Student Suicide Prevention – (Action Item) - (Pg. 1)
  - II. Recommendation to Approve Crop Lease Agreement – (Action Item) - (Pg. 4)
  - III. Recommendation to Declare Surplus Piece of Equipment – (Action Item) – (Pg. 9)
- III. Work Session
  - I. Legislative and Policy Updates

*Adjournment*

**INTERPRETERS FOR THE HEARING IMPAIRED:** To request interpreter services for this meeting call 503-852-6980 at least 24 hours prior to the meeting.

*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 Policy JHH-Student Suicide Prevention

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**Background Information:**

Senate Bill (SB) 52, also known as Adi's Act and passed by the 2019 Legislature directs districts to adopt a policy requiring a comprehensive plan on student suicide prevention in kindergarten through grade 12. Policy JHH is a new policy recommended by OSBA. The legislation went into effect on July 1<sup>st</sup>, 2020.

**Recommendation:** Staff recommends that the Board adopt Policy JHH as presented.

# Yamhill Carlton School District

Code: **JHH**  
Adopted:  
Revised:

## Student Suicide Prevention

The district shall develop a comprehensive student suicide prevention plan for students in kindergarten through grade 12.

The plan shall include, at a minimum:

1. Procedures relating to suicide prevention, intervention and activities that reduce risk and promote healing after a suicide;
2. Identification of the school officials responsible for responding to reports of suicidal risk;
3. A procedure by which a person may request the district to review the actions of a school in responding to suicidal risk;
4. Methods to address the needs of high-risk groups, including:
  - a. Youth bereaved by suicide;
  - b. Youth with disabilities, mental illness or substance abuse disorders;
  - c. Youth experiencing homelessness or out of home settings, such as foster care; and
  - d. Lesbian, gay, bisexual, transgender, queer and other minority gender identity and sexual orientation, Native American, Black, Latinx, and Asian students.
5. A description of, and materials for, any training to be provided to employees as part of the plan, which must include:
  - a. When and how to refer youth and their families to appropriate mental health services; and
  - b. Programs that can be completed through self-review of suitable suicide prevention materials.
6. Supports that are culturally and linguistically responsive;
7. Procedures for reentry into a school environment following a hospitalization or behavioral health crisis<sup>1</sup>; and
8. A process for designating staff to be trained in an evidence-based suicide prevention program.<sup>2</sup>

The plan must be written to ensure that a district employee acts only within the authorization and scope of the employee's credentials or licenses.

The plan must be available annually to the community of the district, including district students, their parents and guardians, and employees and volunteers of the district, and readily available at the district office and on the district website.

<sup>1</sup> “Behavioral health crisis” as defined by Oregon Administrative Rule (OAR) 581-022-2510, means a disruption in an individual’s mental or emotional stability or functioning resulting in an urgent need for immediate treatment to prevent a serious deterioration in the individual’s mental or physical health.

<sup>2</sup> ODE will provide a list of available programs.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)

[ORS 339.343](#)

[OAR 581-022-251](#)

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To: Yamhill Carlton School District Board of Directors  
From: Bill Rhoades, Superintendent  
Date: September 21 , 2020  
Re: Recommendation to Approve Crop-Lease Agreement with Tiger Vines

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**Background Information:**

This summer Clint Raever, YCHS Principal approached the District with a proposal to grow the YCHS viticulture program by establishing a crop lease agreement with the newly formed Oregon non-profit Tiger Vines. The District would lend the land to the Tiger Vines non-profit and Tiger Vines would support the viticulture program by providing the necessary guidance, mentoring, and technical support for viticulture sciences and education for Yamhill-Carlton students. District legal counsel and insurance agents have read and edited the agreement.

**Recommendation:** Staff recommends that the Board adopt the crop-lease agreement between the Yamhill-Carlton School District and the Oregon non-profit Tiger Vines as presented.

## AGREEMENT

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between YAMHILL/CARLTON SCHOOL DISTRICT herein referred to as the First Party, and TIGER VINES, an Oregon non-profit corporation, hereinafter referred to as the Second Party.

WHEREAS, the First Party is the owner of land and equipment more particularly described on Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the first Party, because of budget cuts, has need for community to assist with certain specialized education; and

WHEREAS, the First Party will not be using said land for the forthcoming school year, and

WHEREAS, the Second Party has been organized for assistance in the education of Yamhill/Carlton High School students in wine making or viticultural sciences; and

WHEREAS, the Second Party is in need of the land for its program; and

NOW, THEREFORE, the Parties agree as follows:

1. The First Party agrees to lend the Second Party the land described on Exhibit "A" commencing on the date of this Agreement and continuing through\_\_\_\_\_.
2. The Second Party agrees that it will maintain said land in the same condition in which it was received, normal wear and tear excepted.
3. The Second Party shall include and submit evidence to First Party that either the First Party is a named insured under a liability insurance policy owned by the Second Party or the Second Party is a named insured under a liability policy owned by the First Party. Such insurance policy shall be for an amount and on terms acceptable to the First Party, in First Party's sole discretion.
4. The Second Party shall indemnify First Party against, and hold First Party harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, or connected with, or resulting from the use of the land and equipment, including without limitation the delivery, possession, use, or return thereof.
5. Upon request by the Second Party and in the sole discretion of the First Party this Agreement may be extended on a year to year basis determined annually on the first day of each school year.

6. Second Party shall use the land for viticulture purposes only. Second Party shall not engage in any use of the land other than as provided in this lease without the prior written consent of the First Party.
7. Second Party shall manage cultivate, and utilize the land in good husbandlike manner to the standards of similar vineyards in the Willamette Valley, and shall not to injure the land or cause the land to deteriorate, and shall keep and, at the end of the term, leave the land in good repair and condition.
8. Second Party will not use, generate, manufacture, treat, handle, refine, produce, process, store, discharge, release, dispose of or allow to exist on, within, under or about the land, any hazardous material, except for those types and amounts of materials customarily used in accordance with the highest standards and best practices applicable to similar viticulture operations and vineyards within the Willamette Valley, and such use is in full and strict compliance with all instructions on the materials manufacturer's label and all applicable laws, regulations and ordinances.
9. Second Party shall comply with all relevant and current legislation relating to health and safety and emissions and release of any kind, and shall prevent the contamination of the soil or any water bodies, water courses or ground water by chemicals, metals or waste water.
10. First Party may enter the land at all reasonable times to monitor Second Party's compliance with this Agreement and all applicable laws, rules, and regulations.

## **INSURANCE**

### Commercial General Liability:

Second Party shall obtain, at Second Party's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate.

### Workers' Compensation:

The Second Party, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

Automobile Liability Insurance:

Second Party shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

Pollution Liability:

Second Party shall obtain at contractor's expense Pollution Liability coverage applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

Property Coverage:

The Second Party shall obtain at the Second Party's expense or have enforceable an all-risk property policy to insure the Second Party's own equipment and property for losses and risk of direct physical loss, earthquake, flood, and theft



IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and the year first above written.

FIRST PARTY:  
YAMHILL/CARLTON SCHOOL DISTRICT

SECOND PARTY:  
TIGER VINES

By: \_\_\_\_\_  
Board Chair

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Secretary

Exhibit "A": 1.5 acres of established vineyard located Northeast the Yamhill/Carlton High School donated to the viticulture program by Tim Pfiffer and planted and maintained since that time by Ken Wright Cellars in kind along with funds that have been previously maintained by the Yamhill Carlton FFA Alumni Viticulture Account, now maintained by the Second Party.

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To: Bill Rhoades, Superintendent  
From: Tami Zigler, Business Manager  
Date: September 22, 2020  
Re: Authorization for Disposal of Surplus Property

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**Background Information:**

The Yamhill Carlton School District has identified assets that are no longer needed within the District, and is requesting disposal of these items. The items are a HydroCycle Pro Aquaponic System 12 x 20 and components. These assets became unneeded and were identified by the Agriculture Teacher due to lack of space in the Ag Building, other similar systems in place, and missing components. The District will solicit offers for the system and/or dispose of in a manner deemed appropriate by District staff.

Approval of this agenda item will declare this item surplus and allow the District to dispose of the item.

Recommendation: The Business Manager recommends the disposal of the HydroCyle Pro Aquaponic System and components.

Requested Action: Approval of Disposal