

Yamhill Carlton School District
Board of Directors – Special Session Agenda
Zoom Meeting – Via Link: <https://zoom.us/j/92656828671>

Tuesday, May 4th, 2020

Special Session- 6:45 PM

AGENDA

Special Session

I. Call to Order

Public Comment – The Board welcomes you to its meeting. We ask that you complete an Intent to Speak Form and turn it in to the Board secretary. 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.

II. Review of Agenda

III. New Business:

- I. Appoint Budget Committee Member Ralph (Action Item)
- II. Approve WESD LSP (Action Item)

Adjournment

Note: Unless approved, Regular Meetings of the Board of Directors will be no longer than 3 hours in length at any single session.

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

DISTRICT SERVICE AGREEMENT

between

Yamhill Carlton School District

and

WILLAMETTE EDUCATION SERVICE DISTRICT

THIS AGREEMENT is entered into by and between Yamhill Carlton School District (“District”) and **Willamette Education Service District** (“WESD”).

RECITALS

WHEREAS, ORS 334.125 allows WESD to provide services required by the local service plan; and

WHEREAS, the local service plan has been approved by the boards of WESD and the component districts; and

WHEREAS, the District and WESD wish to enter into an agreement for the purpose of WESD providing greater detail regarding the services WESD will provide to the District;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties enter into the following:

AGREEMENT

1. Effective Date of Contract.

1.1 This Contract becomes effective upon execution by both parties and shall commence on July 1, 2020, and remains in effect until June 30, 2021.

2. Duties and Responsibilities of the District.

2.1 The District will provide information regarding any additional services they will purchase from WESD no later than April 15 of the preceding school year.

3. Duties and Responsibilities of WESD. Duties and responsibilities may include, but are not limited to:

3.1 WESD will provide the services requested by the District pursuant to the Local Service Plan. The estimated costs for these services are provided in further detail in the Local Service Plan report (“District Local Service Plan”) attached and incorporated as Exhibit 1. The attached District Local Service Plan is subject to change pursuant to Section 4 of this Agreement.

3.2 WESD will update funding allocations dependent on State School Fund allocations to WESD.

3.3 Transit funds allocated to the District that are not expended on requested services provided by WESD will be sent to the District in quarterly payments in December, February, April and June. The transit funds allocated to the District will not exceed 80.5% of the Districts total allocation as computed with the following formula:

$$\frac{\text{State School Fund} + \text{property taxes} + \text{delinquent property taxes} + \text{taxes in lieu of}}{X 90\%} = \text{Total Allocation.}$$

The total allocation is distributed to each District as a percentage of the total ADMw provided by Oregon Department of Education in the month of March of the preceding fiscal year. The “2019-21 Local Service Plan Agreements and Understandings” is attached and incorporated as Exhibit 2.

4. **Amendments and Service Plan Adjustments.**

4.1 Any changes to this Agreement must be in writing, in the form of an amendment to this Contract and signed by both parties.

4.2 WESD may amend the District Local Service Plan at any time to reflect updated allocation amounts.

4.3 The District must submit all requests for District Local Service Plan adjustments using the online amendment form located at <https://www.wesd.org/cms/lib/OR01915639/Centricity/domain/16/Documents-and-Forms/Intergovernmental%20Agreement.pdf>. The District’s requested District Local Service Plan adjustment is subject to the approval of the WESD Superintendent.

4.4 Pursuant to the “2019-21 Local Service Plan Agreements and Understandings,” attached and incorporated as Exhibit 2, if a District Local Service Plan adjustment requested by the District affects WESD staffing, such a change will only be allowed if there is a reduction in available Local Service Plan revenue.

4.5 If there are reductions in Local Service Plan revenue, adjustments to District Local Service Plan will be made through mutual agreement of the District Superintendent and WESD Superintendent.

4.6 Any early termination fees incurred by WESD as a result of the District’s requested District Local Service Plan adjustments will be the responsibility of the District.

5. **Indemnification.**

5.1 The District and WESD are each independent governmental agencies. Neither the District nor WESD is an agent for one another. The District and WESD shall not be responsible for any legal liability, loss, practice, damages, costs and expenses arising in favor of any person, account of personal injuries, death, property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this Service Agreement.

5.2 Both the District and WESD shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270.

6. **Assignment.** Neither party to this agreement may assign its interest in the agreement without the express written consent of the other party.

7. **Compliance With Laws.** During the entire term of this agreement, the parties shall comply in every respect with all laws, rules and regulations of the State of Oregon as well as agency policies affecting their rights and responsibilities under the contract.

7.1 **FERPA Re-disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information. Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement, unless otherwise allowed by law.

8. **Waiver.** No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.

9. **Contract Disputes.** The parties agree that any disagreement regarding the interpretation, meaning or any provision of this agreement shall be settled by arbitration if so requested by either party in writing. The arbitration decision will be binding upon the parties. The cost of such arbitration shall be shared equally between the parties.

10. **Integration Clause.** The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding upon the other party except to the extent incorporated in this agreement.

Signed this _____ day of _____.

Signed this _____ day of _____.

Willamette Education Service District

By: _____

By: _____

Director, Business Services

Local Service Plan

Yamhill Carlton School District, Years: 2020-2021

Year	Resolution Funds								Contracted Funds		Overall Total Used
	Allocation	Prior Year Carryover	Prior Year Reconciliation	Total Allocation	Transit Approved	Resolution Funds Committed	Total Used	Total Remaining	Total Used		
2020-2021	\$439,534.00	\$24,341.49	\$0.00	\$463,875.49	\$125,000.00	\$318,425.68	\$443,425.68	\$20,449.81	\$0.00	\$443,425.68	

Year	Unit Measure	Unit Cost	Transit Units	Total Transit Cost	Total Resolution Units	Total Resolution Cost	Contracted Units	Contracted Cost	Total Cost
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Administrative Support Services for Districts

Adm - Criminal History Background Checks	20-21	Fee	\$4.25	0.0000	\$0.00	300.0000	\$1,275.00	0.0000	\$0.00	\$1,275.00
Ctr - Data Analysis Technical Assistance	20-21	Hour	\$85.10	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
Ctr - Grant Writing Services	20-21	Hour	\$92.26	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
Ctr - ODS - Oregon Data Suite	20-21	ADMw	\$5.13	0.0000	\$0.00	1,212.6900	\$6,221.10	0.0000	\$0.00	\$6,221.10
Ctr - Program & Project Evaluation Services	20-21	Hour	\$85.10	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
					\$0.00		\$7,496.10		\$0.00	\$7,496.10

Programs for Children with Special Needs

Audiology	20-21	Hour	\$90.94	0.0000	\$0.00	4.0000	\$363.76	0.0000	\$0.00	\$363.76
Augmentative Communication (MOE)	20-21	Hour	\$77.02	0.0000	\$0.00	45.0000	\$3,465.90	0.0000	\$0.00	\$3,465.90
Autism Specialist (MOE)	20-21	FTE	\$119,248.00	0.0000	\$0.00	0.1000	\$11,924.80	0.0000	\$0.00	\$11,924.80
Behavior Intervention Program	20-21	Slot	\$38,811.00	0.0000	\$0.00	3.0000	\$116,433.00	0.0000	\$0.00	\$116,433.00
Certified Occupational Therapy Assistant (COTA)	20-21	FTE	\$85,533.00	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
Customizable Trainings	20-21	District Unit	\$1.00	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
Evaluations - Audiology	20-21	Eval	\$357.27	0.0000	\$0.00	2.0000	\$714.54	0.0000	\$0.00	\$714.54
Evaluations - Autism - Initial	20-21	Eval	\$2,108.30	0.0000	\$0.00	4.0000	\$8,433.20	0.0000	\$0.00	\$8,433.20
Evaluations - EI/ECSE	20-21	ADMw	\$19.62	0.0000	\$0.00	1,212.6900	\$23,792.98	0.0000	\$0.00	\$23,792.98
K-8 Therapeutic Behavior Classrooms	20-21	Slot	\$49,408.00	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00

Local Service Plan

Yamhill Carlton School District, Years: 2020-2021

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2020-2021	\$439,534.00	\$24,341.49	\$0.00	\$463,875.49	\$125,000.00	\$318,425.68	\$443,425.68	\$20,449.81	\$0.00	\$443,425.68

	Year	Unit Measure	Unit Cost	Transit Units	Total Transit Cost	Total Resolution Units	Total Resolution Cost	Contracted Units	Contracted Cost	Total Cost
Mental and Behavior Intervention Coach (Classified)	20-21	FTE	\$81,709.00	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
Nursing	20-21	FTE	\$118,174.00	0.0000	\$0.00	0.3000	\$35,452.20	0.0000	\$0.00	\$35,452.20
Occupational Therapy Specialist (MOE)	20-21	Hour	\$72.62	0.0000	\$0.00	60.0000	\$4,357.20	0.0000	\$0.00	\$4,357.20
Physical Therapy Specialist (MOE)	20-21	Hour	\$76.71	0.0000	\$0.00	70.0000	\$5,369.70	0.0000	\$0.00	\$5,369.70
Regional Behavior Training and Coaching	20-21	Per Team	\$26,792.00	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
Social Worker	20-21	FTE	\$103,551.00	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
Speech/Language Pathologist (MOE)	20-21	FTE	\$120,634.00	0.0000	\$0.00	0.6000	\$72,380.40	0.0000	\$0.00	\$72,380.40
Transit - Other Sped Services	20-21	Transit	\$1.00	125,000.0000	\$125,000.00	0.0000	\$0.00	0.0000	\$0.00	\$125,000.00
Transition Specialist Program - YTP Match (MOE)	20-21	Slot	\$1,353.14	0.0000	\$0.00	6.0000	\$8,118.84	0.0000	\$0.00	\$8,118.84
					\$125,000.00		\$290,806.52		\$0.00	\$415,806.52

School Improvement Services

Control Tower (Student Internships)	20-21	ADMw	\$2.05	0.0000	\$0.00	1,212.6900	\$2,486.01	0.0000	\$0.00	\$2,486.01
Library Media Specialist	20-21	Hour	\$59.00	0.0000	\$0.00	64.0000	\$3,776.00	0.0000	\$0.00	\$3,776.00
Mid-Willamette Education Consortium	20-21	ADMw	\$0.80	0.0000	\$0.00	1,212.6900	\$970.15	0.0000	\$0.00	\$970.15
School Safety - Suicide Prevention (No Cost)	20-21	ADMw	\$0.00	0.0000	\$0.00	1,212.6900	\$0.00	0.0000	\$0.00	\$0.00
School Safety - Threat Assessment/Sexual Incident	20-21	ADMw	\$2.99	0.0000	\$0.00	1,212.6900	\$3,625.94	0.0000	\$0.00	\$3,625.94
Willamette Curriculum Coalition (WCC)	20-21	ADMw	\$4.42	0.0000	\$0.00	1,212.6900	\$5,360.09	0.0000	\$0.00	\$5,360.09

Local Service Plan

Yamhill Carlton School District, Years: 2020-2021

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2020-2021	\$439,534.00	\$24,341.49	\$0.00	\$463,875.49	\$125,000.00	\$318,425.68	\$443,425.68	\$20,449.81	\$0.00	\$443,425.68

	Year	Unit Measure	Unit Cost	Transit Units	Total Transit Cost	Total Resolution Units	Total Resolution Cost	Contracted Units	Contracted Cost	Total Cost
Willamette Promise	20-21	ADMw	\$3.22	0.0000	\$0.00	1,212.6900	\$3,904.86	0.0000	\$0.00	\$3,904.86
					\$0.00		\$20,123.06		\$0.00	\$20,123.06

Technology Support

Jamf IOS	20-21	Per License	\$6.00	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
Jamf MAC	20-21	Per License	\$12.00	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
Sophos - Server Software and Management	20-21	Per License	\$40.25	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
Sophos - Server Software Only	20-21	Per License	\$25.25	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
Sophos - Software and Management	20-21	Per License	\$15.25	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
Sophos - Software Only	20-21	Per License	\$10.25	0.0000	\$0.00	0.0000	\$0.00	0.0000	\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00

2019-21
Local Service Plan
Agreements & Understandings

Approved by Executive Council on: 10.18.2018

Approved by the WESD Board of Directors on: 11.6.2018

KEY DATES:

October	Next year's LSP developed by LSP Subcommittee
November	LSP approved by Executive Council
December	LSP approved by WESD Board of Directors
By March 1 st	LSP approved by component school district boards
By April 15 th	Districts finalize LSP service plan and submit transit requests for the following year
By April 30 th	Districts return signed agreements/IGAs for LSP services for the following year
June	WESD Board modifies/approves/denies/accepts transit requests

1. The services offered through the local service plan process must be approved by two-thirds of the member districts in Marion, Polk and Yamhill Counties' school district boards enrolling a majority of regions students. The array of services are adopted by districts, however, not all services need to be utilized by all districts. District Boards are asked to adopt the full plan of resolution services no later than March 1, 2019.
2. The local service plan funding allocation will be made based on WESD's State School Fund Estimate and property tax from the Department of Education in March of each year.
3. WESD will allocate 90% of its SSF to the member Districts using the March ADMw count. ADMw adjustments that are made after this date will not change the original adoption of the March count.
4. An individual service plan will be finalized with each District. Superintendents will be asked to review the service levels and finalize the district service plan no later than April 15th each year. ***Services requested after April 30th of each school year will be billed at the actual cost of the service at the time of request.***
5. Any service that does not have sufficient component district participation may be eliminated.
6. If LSP funds are allocated and not used, they can be carried over into the following fiscal year by request of the District or up to 10% of the carry over can be reimbursed to the District at the end of the biennium.

7. Changes in LSP Services-
 - No decreases in service plan areas that would affect WESD staffing after April 30th, will be made unless there is a reduction in available LSP revenue.
 - If such a revenue change occurs, adjustments to service plans will be made through mutual agreement between the Superintendent of the local school district and the WESD.
8. Rates for the preceding school year will be reconciled annually during the second semester for component districts, based on actual revenue and expenditures. If revenue has exceeded expenses, excess revenue will be credited to LSP allocations for the districts that purchased the service for the preceding year. If expenses exceeded revenue, deficits will be debited to LSP allocations for districts that purchased the service.
9. Annual Performance Measures- Districts will rate services on a 4 point rating scale.
10. WESD will participate in the Medicaid Administrative Claiming (MAC) program during the term of this agreement. Once baseline information is established, a subcommittee of school district superintendents and the WESD superintendent will meet to develop recommendations for use of these funds. The recommendations will be brought to the full Executive Council for approval of these potential MAC projects.
11. All districts may request transit funds annually as a part of their Local Service Plan meeting.
12. The approval is for a specific percentage of 90% of the WESD SSF and property tax x district ADMw. For school years 2019-21, the percentage of transit approved for a member district will be up to 80.5%.
13. Transit funds may be requested and spent on:
 - Services offered in the WESD LSP or the LSP of another ESD
 - Services offered by the Cascade Education Alliance (CEA)
 - Contracts with WESD or another ESD
 - Contracts with another entity
 - Services within the school districts' budget
14. Transit funds may be limited by the WESD Board in any year to a specific percentage of the portion of the State School Fund (SSF) and other funds available for resolution services.
15. Any increase/decrease to WESD in SSF or property tax revenue during the school year will be passed on to districts by the percentage of the change. *Example: If WESD's SSF is reduced or increased by 5% during the school year, the district's transit funds will be reduced or increased by 5%.*
16. Transit requests may be modified during the school year by using the Local Service Plan Adjustment Request form on the WESD website. If the transit request is for a change from purchased services to transit funds involving personnel, the mid-year transit request may not be granted.
17. Classroom-based services funded with transit funds must maintain open boundaries for non-hosting districts to access in order to maintain regional accessibility.

18. Behavior Intervention Program Classrooms Slot Costs:

- Slots for the program are purchased for the entire school year.
- Once a slot is purchased through contract or resolution services, the District owns the slot.
- If a slot is purchased after the 15th of the month, the cost will be prorated for that month only. The district continues to own the slot for the rest of the school year.
- WESD will assist the district in selling the slot to another district, if possible. This transaction will be completed by using the LSP adjustment process. If the slot is not sold, the District is responsible for the entire cost for the year.
- The LSP adjustment form must be approved by the WESD prior to beginning or ending service.

19. Behavior Intervention Program Classroom Maintenance of Effort (MOE):

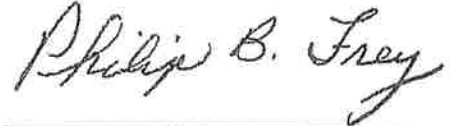
- WESD will only submit MOE to the Oregon Department of Education **if the district resolves for this service**. The district will submit the MOE if it is a contracted service. WESD will not calculate the MOE until the school year has ended. Not all students in the program are on an IEP, therefore, only students who are on an IEP are eligible for MOE. If a slot is vacated by a student or is vacant, MOE will not be counted.
- The following processes are followed when the students is:
 - On an IEP for the entire year, WESD will include this in the Direct Support Survey.
 - On an IEP for part of the year, the MOE calculation will be prorated.
 - On an IEP, but is not in the program for an entire school year, the MOE will be prorated based on the time of attendance.



Carrie Zimbrick, Chair
Executive Council



Dave Novotney, Supt.
Willamette ESD



Phil Frey, Chair
Willamette ESD Board

Duties and Responsibilities of School District:

In addition to agreements held with the LSP process with Willamette ESD, the District agrees to:

- 1) Pay their Willamette Promise teachers a stipend between \$500-\$1000 for participation in a course in the program. The stipend amount includes associated payroll costs. Teachers are aware of this. Districts may pay from their general funds or with other agreements with their local ESD.
- 2) Cover sub and travel costs for teacher, counselors, and staff member participation in Willamette Promise training.
- 3) Cover or accept funds for student activities that are agreed upon by WP and district staff.
- 4) The district will work with WESD to support the reimbursement for any student who has paid, but has not received credit, any student who pays more than once, or any student who pays in a district that covers student fees. WESD will invoice, itemized by high school, the district of any gap between student fees owed and student fees received by June 26th of each year. This cost is to be covered by districts and then collected at the district level from individual students. .
- 5) Assist in processing of any stipends, grant funds, or other monetary details that are accessible throughout the year as part of Willamette Promise or Mid Valley Prosper Regional Achievement Collaborative work.
 - These funds may include but are not limited to:
 - Teacher Externship stipends
 - Training Stipends
 - Grant funds for student transportation or opportunities

**Please note that any stipend amounts include associated payroll costs. If you are receiving funds from the WESD there will be no funds added to the total amount for APC. Teachers and staff are aware of this and are notified.

Duties and Responsibilities of WESD:

WP staff agrees to:

- 1) Notify the district of teacher participation and potential stipend costs for WP courses by October 1. (Participation may vary throughout the year and we will update.) Final stipend information to be communicated in May.
- 2) Collect student fees using an electronic system. WESD will invoice, itemized by high school, the district of any gap between student fees owed and student fees received by June 26th of each year.
- 3) Notify the district of any potential grant funds or allocations for services that may come available to them throughout the year to be covered in this IGA.
- 4) Be available to support the district with any needs that may arise concerning the WP and MVP RAC programs.
- 5) Provide all services associated with the Willamette Promise courses and career and college services.