

BOARD OF EDUCATION

May 9, 2022

Administration Building Board Room 640 A Street, Springfield, OR 97477

En español

6:00pm Executive Session (non-public)

The Board will meet in Executive Session (non-public) pursuant to ORS 192.660(2)(b) to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing and under ORS 192.660(2)(f) to discuss information or records exempt by law from public inspection.

Executive Session (non-public) pursuant to ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

7:00 pm Board Meeting, Board Room

Streaming Meeting URL:

http://www.vimeo.com/SpringfieldPS

	AGENDA	TA	<u>AB</u>
1.	Call Meeting to Order and Pledge of Allegiance	Board Chair Naomi Raven	
2.	Approval of the Agenda	Chair Raven	
3.	Presentations		
	A. School Presentation: Two Rivers Dos Ríos Elementary School	Principal Charlie Jett Assistant Principal Kristen No	or
	B. Student Board Representative Communication	Chair Raven	
4.	Public Comments (Three (3) minutes each; maximum time 20 minutes. Speakers	may not yield their time to other spear	kers.)
5.	Action Items		
	A. Approve Consent Agenda		
	1. April 11, 2022 Board Meeting Minutes		1
	2. April 25, 2022 Board Work Session Minutes		2
	3. Financial Statement	Brett Yancey	3
	4. Personnel Report, Resolution #21-22.034	Dustin Reese	4
	5. 2022-2023 Academic Calendar, Resolution #21-22.035	David Collins	5
	B. Approve Board Policy, First Read	Jenna McCulley	6
	C. Action on Complaint Discussed in Executive Session	Chair Raven	
	D. Approve Agreement Between Springfield Education Assoc (SEA)	Dustin Reese	7
_	And Springfield School District No. 19, Res. #21-22.036		
6.	Discussion		
	A. Land Acknowledgement	Taylor Madden	
7.	Information/Reports		
	A. Superintendent Communication	Superintendent Hamilton	
	B. Board Communication	Chair Raven	
	 Board Committee Reports 		
8.	Next Meetings: May 12, 2022, 6:00pm Second Budget Committee Me		
	May 19, 2022, 6:00pm Third Budget Committee Me	eeting (if necessary)	
9.	Adjournment	Chair Raven	



8.

9.

Aplazamiento

CONSEJO DE EDUCACIÓN

9 de mayo 2022 Sala del Consejo de Administración 640 A Street Springfield, OR 97477

6:00pm Sesión Ejecutiva (no pública)

La Junta se reunirá en Sesión Ejecutiva (no pública) de conformidad con la norma ORS 192.600(2)(b) para considerar el despido o disciplinario de, o para escuchar quejas o cargos presentados contra un funcionario público, empleado, miembro del personal o agente que no solicite una audiencia abierta y ORS 192.600(2)(f) para considerar información o registros exentos por ley de la inspección pública.

Sesión ejecutiva (no pública) de acuerdo con ORS 192.660(2)(d) para llevar a cabo deliberaciones con personas designadas por el cuerpo gobernante para llevar a cabo negociaciones laborales.

7:00 pm Reunión del Consejo, Sala del Consejo

Junta Transmitida a través de: http://www.vimeo.com/SpringfieldPS

AGENDA TAB Declarar Abierta la Sesión y Juramento de Lealtad 1. Presidenta del Consejo Naomi Raven 2. Aprobar la Agenda Presidenta Raven 3. **Presentaciones** A. Presentación de Escuela: Primaria Two Rivers Dos Ríos Director Charlie Jett Subdirectora Kristen Noor B. Comunicación de los Representantes de la Junta de Alumnos Presidenta Raven 4. Comentarios Públicos (Tres (3) minutos cada uno; tiempo máximo de 20 minutos. Los ponentes no podrán ceder su tiempo a otros ponentes). 5. Medidas a Tomar A. Aprobar la Agenda de Consentimiento 6. 11 de abril 2022 Actas de la Reunión de la Junta Directiva 1 7. 25 de abril 2022 Actas de la Sesión de Trabajo de la Junta 2 8. Informe Financiero **Brett Yancey** 3 9. Informe sobre el Personal, Resolución #21-22.034 **Dustin Reese** 4 10. Calendario Académico 2022-2023, Resolución #21-22.035 **David Collins** 5 B. Aprobar la Póliza de la Junta, Primera Lectura Jenna McCulley 6 C. Acción sobre la Queja Discutida en la Sesión Ejecutiva Presidenta Raven D. Aprobar el Acuerdo Entre Springfield Education Assoc (SEA) **Dustin Reese** 7 y el Distrito Escolar de Springfield No. 19, Res. #21-22.036 6. B. Reconocimiento de la Tierra Taylor Madden 7. Información/Reportes A. Comunicación del Superintendente Superintendente Hamilton B. Comunicación del Consejo Presidenta Raven • Informes de los Comités del Consejo

Próximas Reuniones: 12 de mayo, 2022, 6:00pm Segunda Reunión del Comité de Presupuestos

19 de mayo, 2022, 6:00pm Tercera Reunión del Comité de Presupuestos (si es necesario)

Presidenta Raven

BUSINESS MEETING MINUTES

A Business Meeting of the Springfield School District No. 19 Board of Education was held on April 11, 2022

1. CALL MEETING TO ORDER AND FLAG SALUTE

Board Chair Naomi Raven called the Springfield Board of Education meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

Attendance

Board Members attending the meeting included Board Chair Naomi Raven, Jonathan Light, Todd Mann and Kelly Mason. Vice Chair Emilio Hernandez was excused due to illness.

District staff and community members identified included Superintendent Todd Hamilton, David Collins, Judy Bowden, Jeff Michna, Brett Yancey, Kassandra McLennan, Mieli Ward, Skyleigh McKibben, Taylor Madden, Jeff Mather, Mindy LeRoux, Jenna McCulley, Dustin Reese, Joyce Johnson, Melissa Locke, Brian Megert, Brian Flick, Katie Dawson, Jeff Mather, Jessica Lember, Mark J., Megan Knight, James Synder, Lacey Macdonald, Lesa Haley, Mieli Ward, Brandi Starck, Becky Willis, Dave Hulbert, José da Silva, Jonathan Gault, Cheryl Sauer, Ron Sauer, Andy Price, Whitney McKinley, Karri Thiele, Violet Olszyk, Johanis Tadeo, Sammy Alcantar and Marlene Hockema, minutes recorder.

2. APPROVAL OF THE AGENDA

There were no changes to the agenda.

MOTION: Mr. Light moved, seconded by Mr. Mann, to approve the April 11, 2022 agenda as presented.

Chair Raven called for a roll call vote. Ms. Raven asked each Board member to indicate if they supported the motion in favor of approving the April 11, 2022 agenda as presented: Mr. Light – yes, Mr. Mann – yes, Ms. Mason – yes, and Ms. Raven – yes.

Motion passed, 4:0.

3. INTRODUCTION OF NEW ADMINISTRATOR

Director of High School Education Mindy LeRoux introduced Brian Flick as the Interim Principal for Thurston High School. Mr. Flick informed the group that he had worked in the Bethel School District for 31 years as a teacher, principal and director of curriculum, adding that it was day number ten on the job and he was excited to have joined the Thurston High School staff. He stated that his priorities were building relationships with students and staff and mentoring the current assistant principals.

4. CERTIFIED APPRECIATION WEEK PROCLAMATION

Chair Raven read the following proclamation in honor of Certified Appreciation Week:

Teacher Appreciation Week Proclamation May 2 – 6, 2022

WHEREAS, teachers mold future citizens through guidance and education; and WHEREAS, teachers encounter students of widely differing backgrounds; and

WHEREAS, our country's future depends upon providing quality education to all students; and WHEREAS, teachers spend countless hours preparing lessons, evaluating progress, counseling and coaching students and performing community service; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community.

NOW, THEREFORE BE IT RESOLVED that the Springfield Board of Directors proclaims May 2 – 6, 2022 to be TEACHER APPRECIATION WEEK; and

BE IT FURTHER RESOLVED that the Springfield Board of Directors strongly encourages all members of our community to join with it in personally expressing appreciation to our teachers for their dedication and devotion to their work.

DATED this 11th day of April, 2022.

5. PRESENTATIONS

A. School Presentation: Briggs Middle School

Briggs Middle School Principal Jeff Mather and Assistant Principal Katie Dawson provided a slide presentation updating the Board on activities at the school. Mr. Mather noted the goal was to promote growth and success for every student adding that each day would begin with a 20 minute advisory class. Mr. Mather commended staff member Ashley Cary and the health and well-being program being implemented this year. He informed the group that there would be several activities to acknowledge student achievement such as: postcards sent to parents, personal calls to parents, student of the month, acts of kindness, and POW and WOW awards. Mr. Mather was pleased to report students were participating in the Sheds of Hope project and currently working on two sheds with plans to deliver one soon, up the McKenzie River for fire victims. Ms. Dawson delighted to announce that goals for Personal Learning Opportunities had been met and surpassed with student learning improvement as high as 100%. Mr. Mather added that the school had started clubs, such as the gardening club where students would be harvesting vegetables they had planted. Mr. Mather interjected other programs are Student Voice (equity issues), WIFT (Students with Involved Family and Teachers) and the addition of a fulltime family center coordinator. Mr. Mann questioned continuation of nutritional services to which Mr. Yancey replied programs are under federal governance and have strict regulations but private contributions are possible.

B. Student Board Representative Communication

Thurston High School's Board Representative Mieli Ward shared that the tutoring center now has two U of O students participating and teachers would be available for specific subjects. Forthcoming events include Prom (4/23) and the Mr. and Ms. THS pageant (4/16).

Springfield High School's Board Representative Kassandra McLennan shared student elections would be April 22nd and plans were being made for Prom (5/6) at the Wheeler Pavilion.

A3's School Board Representative Skyleigh McKibben shared they had a big celebration for Earth Day which included a cleanup of the downtown area; current projects include: a massive art project and Prom which would be held at the Downtown Athletic Center.

6. PUBLIC COMMENT

Chair Raven read the following statement concerning public comment:

This is the portion of our agenda for public comment. The board provides three ways for community members to share public comment: written public comment, in person oral public comment and virtual public comment. Written public comment is received via email. Public comment received via email for this evening has been reviewed by the Board and has also been posted on the District's website. The deadline for submitting a request for oral public comment was today at noon. Those who requested an opportunity to speak this evening were notified by the board secretary about their request.

We encourage groups with a common purpose to designate a spokesperson. If your comments will be covered by a group spokesperson, please indicate so when your name is called. I want to remind those members of the public who have indicated a desire to make comments that our policy provides for a limitation of three (3) minutes per person.

The Board will not hear comments regarding any school personnel. We ask those speaking to refrain from using names and titles of school personnel. Any complaints regarding a particular employee must be processed through the procedure set forth in Board policy KL, which requires that complaints be submitted in writing to the Superintendent. This procedure must be followed before there is any Board involvement with such issues. A compliment involving a staff member should be sent to the superintendent, who will forward it to the employee, their supervisor and the Board.

Speakers are reminded that their public comments will be limited to three (3) minutes.

Karri Thiele, a teacher of 22 years, informed the group that she had resigned due to negativity in the workplace as well as a lack of trust in the Board, adding that decisions would be made without public input and results were driven by money and test scores. She added that dozens of other teachers would be leaving the district's employ and it was time to return to kids first and restoration of trust.

Violet Olszyk, Maple Elementary mother of two, lamented the fact that she had not been allowed access to the school building to walk her children to class and asked that the building be reopened.

Johanis Tadeo expressed concerns regarding COVID-19 regulations, a lack of transparency with the Board and asked the Board to postpone the vote regarding the naming of Hamlin Baseball Stadium and Artificial Turf Field.

Samantha Alcantar stated there was no apparent record of a public meeting regarding the naming of Hamlin Baseball Stadium and Artificial Turf Field and requested the postponement of the vote.

Written public comment submitted by noon today for the Board to review prior to the meeting is below:

Written public comment

Lou Woodford < l.woodford@comcast.net>

Mon 4/11/2022 10:02 AM

To:public comment <public.comment@springfield.k12.or.us>;

This message is from a non-SPS email address. Please use caution and only click links and attachments if you are sure they are safe.

I notice that one of the action items on tonight's agenda is the naming of the fields at Hamlin. Having served on the district building committee where we recommended the closure of Camp Creek Elementary and the conversion of Springfield Middle School, I understand the importance of respectfully receiving community input.

When passing by something that is "named," it's important that the name has strong meaning and stirs nostalgic memories, reminding the people of Springfield that we are a community that remembers and honors its own. No one has done more for our community and our district than Bill Medford.

According to Board policy, in order to name the new fields at Hamlin Middle School, the board will assemble a naming committee. I would like to apply to be a member of that committee. My 31 years of teaching and coaching in the district would offer much needed historical perspective.

Lou Woodford 2177 Fireside Ct. Springfield, Oregon 97477

Written Public Comment

Steve Dustrude <dustrude@teleport.com>

Mon 4/11/2022 10:45 AM

To:public comment <public.comment@springfield.k12.or.us>;

This message is from a non-SPS email address. Please use caution and only click links and attachments if you are sure they are safe.

Springfield School Board -

I worked in the Springfield School District for 30 years and our two daughters graduated from Thurston High School in 1997 and 2001. My wife and I continue to live in the District and have been strong supporters of the Springfield Education Foundation.

In looking at Action Items under the Agenda for tonight's Board Meeting, I see there will be discussion regarding "Naming Hamlin Baseball Stadium and Artificial Turf Field." I am unsure of the process or Board policy re the naming of schools and facilities in the District, but I'm fairly certain the process would involve community input, if not the formation of a committee comprised of District and community members. I'would certainly be interested in serving on such a committee.

I recall the former site of the current new stadium was named for John Young, a long time Springfield High School teacher and baseball coach. I would like to suggest honoring the legacy of Bill Medford in naming these new facilities. Bill was a Springfield High graduate and served on the School Board for 18 years. A pillar in this community, Bill was an ardent supporter of the Springfield School District and it's athletic programs, especially baseball. Bill Medford's positive impact on the Springfield School District and the city of Springfield can't be overstated.

Please consider honoring Bill Medford in the naming of these new facilities.

Thank you for considering my input.

Steve Dustrude

Steve Dustrude dustrude@teleport.com

7. ACTION ITEMS

- A. Approve Consent Agenda
 - 1. March 14, 2022 Board Meeting Minutes
 - 2. Financial Report
 - 3. Personnel Action, Resolution #21-22.032

MOTION: Ms. Mason moved, Mr. Mann seconded the motion to approve the Consent Agenda.

Chair Raven called for a roll call vote. Ms. Raven asked each Board member to indicate if they supported the motion favor of approving the Consent Agenda: Mr. Light – yes, Mr. Mann – yes, Ms. Mason – yes, and Ms. Raven – yes.

Motion passed, 4:0.

B. Approve Naming Hamlin Baseball Stadium and Artificial Turf Field, Resolution #21-22.033

Throughout the past two years, the Springfield School District has actively partnered with Bushnell University and the Springfield Drifters baseball team to significantly improve the baseball complex at Hamlin Middle School into a valued community asset. As Bushnell University re-established a collegiate baseball program and the Springfield Drifters were accepted into the West Coast Baseball League, the agreement was finalized for a major investment and shared use of the facility. While the complex will continue to remain the home field(s) for Springfield High School baseball (March – June), Bushnell University will utilize the field for their fall season (September/October) and spring season (February – April). The Springfield Drifters baseball program will utilize the complex during their summer season (June – August), beginning summer 2022.

Improvements of the facility include: a new artificial turf playing surface on the west field, construction of two (2) bullpens behind the right field and left field fence (with new lighting), improvement to the existing hitting facility, replacement and construction of safety netting and backstop, construction of two (2) below grade dugouts, construction of a 1,900 seat bleacher system, construction of a press box, new scoreboard with sound system, construction of infrastructure for concessions, and a shared use restroom facility serving the baseball and track/turf field facility. Following the success of constructing an artificial turf field at Maple Elementary School and the recognition that financial limitations impact the district's ability to build facilities of this magnitude, generous supporters offered to donate a majority of the construction costs.

The goals of Bushnell University and Springfield Drifters are consistent with the success from Maple Elementary School, which to ensure access for students to exceptional facilities at minimal additional cost to the district. Through the efforts of these organizations/individuals and the generous contributions from cooperating businesses, the field is nearing completion and is on schedule to be in full use this summer. This facility is an asset that will be valued throughout our community and provide community entertainment for years to come.

Board Policy FF/FFA (attached) outlines two options for how the School Board shall name new facilities. The traditional process is through a committee similar to how naming Two River/Dos Rios Elementary School was named. The other option is that "the Board reserves the right to consider the naming of a facility or portion of a facility after an individual, corporation, or other entity that has made a significant financial contribution to a major project".

Due to the generosity and abundance of support from Ike Olsson (and family), Kelly Richardson (and family), and Bushnell University, the school district is requesting the School Board to exercise its discretion with Board Policy FF/FFA and name the west baseball facility, OAR Stadium after the Olsson

and Richardson families. The school district administration is requesting the School Board to name the artificial turf field, Bushnell Field after the contribution made by Bushnell University.

Brett Yancey recommended that the Springfield School District, Board of Directors approve naming the Hamlin Baseball complex, "OAR Stadium" and the artificial turf (west) baseball field, "Bushnell Field".

MOTION: Mr. Mann moved, Ms. Mason seconded the motion to send the above stated recommendation to a middle school sports complex naming committee.

Discussion followed with Mr. Mann stating it was apparent the public wanted more information and postponing the date would likely come to the same conclusion without repercussions. Mr. Yancey responded that a postponement would pause construction at the entry gates which are tied to the naming. Ms. Mason stated the community had contributed to the project and should have an input in the naming of the facility. Mr. Light added that the naming policy is clear and inclusive and the Board has the authority to assign a name if a contributor has donated over 51% of the cost or create a committee to put forward a name for the complex. Chair Raven noted that one party had actually contributed 70% and was well above the requirement for the Board to put forward a name without sending it to a committee recommendation. Superintendent Hamilton indicated that a postponement had not been anticipated and he would prepare a proposal for a future meeting regarding the formation of a naming committee.

Chair Raven called for a roll call vote. Ms. Raven asked each Board member to indicate if they supported the motion in favor of sending the naming recommendation to committee: Mr. Light – yes, Mr. Mann – yes, Ms. Mason – yes, and Ms. Raven – no.

Motion passed, 3:1.

Every Student, Every Day

COMMUNITY VERSION

SEPTEMBER								
	NO SCHOOL Teacher	1 FIRST DAY OF SCHOOL	2 FIRST DAY OF SCHOOL	NO SCHOOL				
Labor Day6	120	8	9	10 Early release (all students)				
20	14 21	15 22	23	24				
27	28	29	30	L				

1.00	71 +	(OBE)		M. Sala
Early release (all students)	7	6	5	4
15	14	13	12	11
Early release (all students)	21	20	19	18
29	28	27	26	25

	NOV	/EME	BER	7.00		
1	2	3	NO SCHOOL Secondary (grading) 4	Secondary		
8	9	10	NO SCHOOL Veterans Day 11	Early release (all students)		
15	16	17	18	19		
22	23	24	NO SCHOOL Thanksgiving 25	NO SCHOOL		
29	30					

建设	BER	CEME	DE			
grading +	Elementary (g conferences) 2	NO SCHOO				
Early release (all students)	9	8	7	6		
17	16	15		13		
·····	NO SCHOOL	· · · Winter Break -	***************************************	20		
NO SCHOOL	NO SCHOOL	22 NO SCHOOL Winter Break	21 NO SCHOOL	NO SCHOOL		
31	30	29	28	27		

	JAN	NUARY	7	
NO SCHOOL All students	4	5	6	7
10	11	12	13	Early release (all students)
NO SCHOOL MLK Jr. Day 17	18	19	20	21
24	25	26	27	Early release (all students)
31				

FEBRUARY							
NO SCHOOL NO SCH							
7	8	9	10	Early release (all students)			
14	15	16	17	18			
NO SCHOOL Presidents Day 21	22	23	24	Early release (ell students) 25			
28							

1.1		MARC	H.				
1 2 3							
. 7	8	9	10	Early release (all students)			
14	15	16	17	NO SCHOOL Elementary			
NO SCHOOL	NO SCHOOL	NO SCHOOL	NO SCHOOL	NO SCHOOL			
21	22	Spring Break 23	24	25			
28	29	30	31				

APRIL							
Early release (all students)	7	6	5	4			
NO SCHOOL Secondary	14	13	12	11			
Early release (all students)	21	20	19	18			
29	28	27	26	25			

MAY							
Early release (all students)	5	4	3	2			
13	12	11	10	9			
Early release (all students)	19	18	17	16			
27	26	25	24	23 NO SCHOOL Memorial Day			
			31	30			

建筑	N. J	UNE		
		1	2	3
6	7	8	9	10
13	14	15	LAST DAY Early release (all attodays) 16	Staff orading
20	21	22	23	24
27	28		44	

Key Dates:

- In-district transfers accepted during January.
 All transfers accepted during the month of March.
- Kinder welcome events typically set in early March.
- School registration is in late August.

LEGEND

All students will begin school either on September 8 or September 9.

Sept. 8: Half of kinders, grades 1-5, 6 & 9 Sept. 9: Other half of kinders, grades 7-8 and 10-12.

Kindergarten students do not report on Sept. 10.

Elementary / Trimester Schedule

Dec. 1: End of Trimester 1 Dec. 1-3: Grading / Conf March 18: End of Trimester 2 June 16: End of Trimester 3

Secondary / Semester Schedule

Nov. 4: End of Quarter 1 Nov. 5: Grading/planning/conf. Feb. 3-4: End of Quarter 2/ Sem. 1/ grading day April 15: End of Quarter 3/ grading day

June 16: End of Quarter 4/ Sem. 2 Snow Days

Should more than two school days be missed due to inclement weather, those days will be added during or at the end of the school year to meet minimum instruction minutes required by the state.

*This is the districtwide calendar for Springfield Public Schools. For specific information regarding your school, please contact your school. Please see the district's online calendar for information about district-wide events.



2022-2023 DISTRICT CALENDAR

Staff -Elementary: Trimester **IMPORTANT DATES**

PROPOSED 175A 1.0

MTWTF	Day	IMPORTANT DATES	1			
JULY 2022	Day	Month	M	T	W	TF
1 2	30 8 21	August				2023
(5) 6 7 8 9	30 & 31	Staff Inservice Days	[2]	3	4	5 6
12 13 14 15 16	1-2 8 6	September	9	10	11	12 13
19 20 21 22 23	5	Staff Inservice Day	16	17	18	19 20
26 27 28 29 30	7	Labor Day Holiday	23	24	25	26 27
AUGUST 2022	8	First Day of School - 1/2 Kinders, Gr 1-5, 6 & 9		31		
1 2 3 4 5		First Day of School - 1/2 Kinders, Gr 7, 8 & 10-12	I.	BK		Y 2023
8 9 10 11 12	23	Kinder Teacher Collaboration Day - Only Kinder students do not Early Release - Collaboration Day (all students)	New 2000	-	1	2 3
15 16 17 18 19		, recess consociation bay (an students)	6	7	8	9 10
22 23 24 25 26		October	13	14	15	16 17
29 (30 (31)	7 & 21	Early Release - Collaboration Day (all students)	27	21 28	22	23 24
SEPTEMBER 2022	, 0.21	cony release - conaboration bay (an students)	*********	*******	CH	2023
1 (2)		November	1		1	2 3
(5) 6 (7) (8) (9)	11	No School - Veterans Day Holiday	6	7	8	9 10
12 13 14 15 16	####	Early Release - Collaboration Day (all students)	13	14	15	16 17
19 20 21 22 23	11-MAYOUNG MINOR SKY	Holiday - Thanksgiving - No School	20	21	22	23 24
26 27 28 29 30	30	Grading/Conf Day, End of 1st Trimester (Elem Only	Callege			30 31
OCTOBER 2022		December December) 		*******	023
3 4 5 6 7	1-2	Grading/Conf Day, End of 1st Trimester (Elem Only) 3	4	5	6 7
10 11 12 13 14	9	Early Release - Collaboration Day (all students)	10	11	12	13 14
17 18 19 20 21	19-30		17	18	19	20 21
24 25 26 27 28	1 4 14		24	25	26	27 28
31		January		×		
NOVEMBER 2022	2	Holiday - New Years Day (Jan. 1)			Y 20)23
1 2 3 4	3	No School - Collaboration Day (all students)	1	2	3	4 5
7 8 9 10 (11)	13 & 27	Early Release - Collaboration Day (all students)	8	9	10	11 12
14 15 16 17 18	16	No School - Non-Contract Holiday (all students)	15	16	17	18 19
21 22 23 (24) 25			22	23	24	25 26
28 29 30			(29)	30	31	
DECEMBER 2022		February		JUI	IE 2	023
1 2	3	Teacher Prep Day (Elementary Only)				1 2
5 6 7 8 9	10 & 24	Early Release - Collaboration Day (all students)	5	6	7	8 9
12 13 14 15 16	20	No School - Non-Contract Holiday (all students)	12	13	14	15 (16)
19 20 21 22 23		March	19/	20	21	22 23
26 27 28 29 30	10	Early Release - Collaboration Day (all students)	26	27	28	29
Key:	17	No School-Grading Day/End of 2nd Trimester (Elem	Only)			
End of Trimester	27-31	No School - Spring Break				
Non-Contract Hollday						
First & Last Day of School	7 9, 21	April		(8)		
Holidays Grading-Planning Days/	7 & 21	Early Release - Collaboration Day (all students)				
Parent Conference Days		May				
Inservice Days:	5 & 19	Early Release - Collaboration Day (all students)				
Staff Dev, Planning & Collab		Holiday - Memorial Day				
Early Release		June				
Collaboration Days	16	Last Day of School/Early Release-Collaboration Day				
(certified & classified report) Kinder Only	19	(all students) Non-Contract Holiday (Juneteenth)				
	20	Staff Grading Day				
			•			

^{*}This is Springfield Public School's district-wide calendar. For specific information pertaining to your school, please contact your school.

NOTE: In the event of budget constraints, the school board reserves the right to adjust the district's

Should more than two school days be missed for inclement weather, those days will be added during the year or to the end of the school year in order to meet minimum instruction minutes required by the State. See 'Other Key Dates' for details.



2022-2023 DISTRICT CALENDAR

Staff - Secondary: Semester IMPORTANT DATES

PROPOSED 175A 1.0

MTWTF		I OKTANT DATES	1
JULY 2022	Day	Month	M T W T F
	20.0.24	August	JANUARY 2023
[4] 5 6 7 8	30 & 31	Staff Inservice Day	(2) <u>3</u> 4 5 <u>6</u>
			9 10 11 12 13
10 11 15		September	16 17 18 19 20
25 20 21 22		Staff Inservice Day	23 24 25 26 27
25 26 27 28 29 AUGUST 2022	5	Labor Day Holiday	30 31
	7	First Day of School - 1/2 Kinders, Gr 1-5, 6 & 9	FEBRUARY 2023
	8	First Day of School - 1/2 Kinders, Gr 7, 8 & 10-12	1 2 3
45 44	23	Early Release - Collaboration Day (all students)	6 7 8 9 10
20 20 10	-		13 14 15 16 17
22 23 24 25 26 29 30 31)		October	20 21 22 23 24
SEPTEMBER 2022	7 & 21	Early Release - Collaboration Day (all students)	27 28
~ ~			MARCH 2023
(5) (7) (2)		November	1 2 3
(5) 6 (7 (8) 9 12 13 14 15 16		No School-Grading/Conf Day (Sec Only)-End of 1st Qtr	6 7 8 9 10
10 10	11	No School - Veterans Day Holiday	13 14 15 16 17
19 20 21 22 23	18	Early Release - Collaboration Day (all students)	20 21 22 23 24
26 27 28 29 30	24 & 25	Holiday - Thanksgiving - No School	27 28 29 30 31
OCTOBER 2022			APRIL 2023
3 4 5 6 7		December	3 4 5 6 7
10 11 12 13 14	9	Early Release - Collaboration Day (all students)	10 11 12 13 14
17 18 19 20 21	19-30	Winter Break - No School	17 18 19 20 21
24 25 26 27 28			24 25 26 27 28
31		January	
NOVEMBER 2022	2	Holiday - New Years Day (Jan. 1)	MAY 2023
1 2 3 4	3	No School - Collaboration Day (all students)	1 2 3 4 5
7 8 9 10 (11)	13 & 27	Early Release - Collaboration Day (all students)	8 9 10 11 12
14 15 16 17 18	16	No School - Non-Contract Holiday (all students)	15 16 17 18 19
21 22 23 (24) 25			22 23 24 25 26
28 29 30			(29) 30 31
DECEMBER 2022		February	JUNE 2023
1 2		No School-Grading Day (Sec Only), End of 1st Sem	1 2
5 6 7 8 9	10 & 24	Early Release - Collaboration Day (all students)	5 6 7 8 9
12 13 14 15 16	20	No School - Non-Contract Holiday (all students)	12 13 14 15 (16)
19 20 21 22 23		March	19/20 21 22 23
26 27 28 29 30	10	Early Release - Collaboration Day (all students)	26 27 28 29
	27 - 31	No School - Spring Break	
Key:			
End of Quarter	70.01	April	
Non-Contract Holiday		Early Release - Collaboration Day (all students)	
First & Last Day of School Holidays	14	No School-Conf/Grading Day (Sec Only)-End of 3rd Q	tr
Grading-Planning Days/		May	
Parent Conference Days	5 & 19	Early Release - Collaboration Day (all students)	
Inservice Days:	:	Holiday - Memorial Day	
Staff Dev, Planning & Collat		June	
Early Release	16	Last Day of School/Early Release-Collaboration Day	
Collaboration Days		(all students)	
(certified & classified report)	2500	Non-Contract Holiday (Juneteenth)	
	20	Staff Grading Day	

*This is Springfield Public School's district-wide calendar. For specific information pertaining to your school, please contact your school.

Should more than two school days be missed for inclement weather, those days will be added during the year or to the end of the school year in order to meet minimum instruction minutes required by the State. See 'Other Key Dates' for details.

NOTE: In the event of budget constraints, the school board reserves the right to adjust the district's

8. DISCUSSION

A. 2022-2023 Academic Calendar

Assistant Superintendent David Collins shared the proposed 2022-2023 Academic Calendars stating preparation had been a 5-6 month project starting in late fall/early winter. He added that other sectors (i.e. neighboring school districts and U of O) had been contacted to avoid conflicts on calendars and added changes would be needed to accommodate Juneteenth (6/13) which had been determined to be a state holiday, New Year's Day celebrated on January 3rd and any inclement weather days. Mr. Collins noted that several versions of the calendar had been available for staff review for the two-week time period prior to spring break in March.

9. INFORMATION/REPORTS

A. Land Acknowledgement

Equity and Inclusion Coordinator Taylor Madden and Jimmy Snyder of the Chifin Native Youth Center shared the new Land Acknowledgement statement they have been working on this year.

Springfield Public Schools Statement of Land Acknowledgement

We acknowledge that we are in the traditional homeland of the Kalapuya people, and specifically the community that was known as Chifin, the area that we now call Springfield. Kalapuya people, who have lived in this region since "Time Immemorial", were illegally dispossessed of their land and forcibly removed to what are now the Grand Ronde and Siletz reservations over several years, but most notably in treaties between 1851 and 1855. The Kalapuya are now members of the Confederated Tribes of the Grand Ronde and the Confederated Tribes of Siletz Indians, and members of the Kalapuya still live, work, study, and thrive in this area, and continue to make important contributions here in Springfield, across the land we now refer to as Oregon, and around the globe. This information is shared out of a responsibility to prevent the erasure of Native culture, heritage, and people, and to ensure a quality contemporary education for future generations.

Mr. Madden presented a Land Acknowledgement proposal and expressed the need to present accurate history noting that SB13 now mandates teachers be trained and displays visible in each facility. Mr. Snyder added that teachers start by simply reading the acknowledgement and build on that knowledge.

B. United Front Trip

Board Chair Raven shared a report about her recent United Front advocacy trip to Washington D.C. exclaiming it was a wonderful experience and she was both overwhelmed and thankful for the opportunity. She indicated that she had the privilege of meeting with the Director of Education, members of the White House, Senator Merkley, Senator Wyden, Representative DeFazio and members of the After School Alliance and National Endowment of the Arts. Additionally, she advised those leaders of the need to continue to support programs that had succeeded and therefore benefited students. Superintendent Hamilton confirmed that Chair Raven had been a strong advocate for Springfield while in Washington D.C.

C. Superintendent Communication

Superintendent Hamilton recognized the concern raised regarding access to prescriptions for members of the Oregon Health Plan and acknowledged that he had not seen evidence of the situation in Springfield but wanted the Board to be made aware. He informed the Board that Lane County agencies would be working together to prepare kindergarteners for transitioning using the KIT (Kinders in Transition) program.

D. Board Communication

Chair Raven shared she had attended another OSBA meeting for board chairs from around the state and the main concerns was around the well-being of children and providing advocacy. She noted that the OSBA Summer Conference was scheduled for July 8-July 10 in Bend, OR.

Mr. Light shared the workshops at the National School Boards Association Conference he had attended in San Diego had been very good and he had especially enjoyed a presentation which incorporated childhood education based on a book written by Mr. Rogers. He noted that the conference would take place in Orlando next year. He reported that the LCOG executive board meeting would be April 12th.

Mr. Mann shared that SEF would be working to find a venue for Night of 11,000 Stars which has been scheduled for October 15th and tickets are available for a luau to be held June 25th.

10. NEXT MEETING

The next Board meetings are as follows:

- April 25, 2022, Time TBD Board Work Session
- May 5, 2022, 6:00 p.m. First Budget Committee Meeting
- May 9, 2022, 7:00 p.m. Board Meeting
- May 12, 2022, 6:00 p.m. Second Budget Committee Meeting
- May 19, 2022, 6:00 p.m. Third Budget Committee Meeting (if necessary)

Chair Raven thanked everyone for attending and noted that the Executive Session had been cancelled.

11. ADJOURNMENT

Chair Raven adjourned the meeting at 8:55 p.m.

(Minutes recorded by Marlene Hockema)

WORK SESSION MINUTES

A Work Session of the Springfield School District No. 19 Board of Education was held on April 25, 2022.

CALL MEETING TO ORDER

Board Chair Naomi Raven called the Springfield Board of Education Work Session to order at 5:30 p.m. and led the Pledge of Allegiance.

Attendance

Board Members attending the meeting included Board Chair Naomi Raven, Board Vice Chair Emilio Hernandez, Jonathan Light, Kelly Mason and Todd Mann.

District staff and community members identified included Superintendent Todd Hamilton, David Collins, Brett Yancey, Terry Rutledge, Jeff Michna, Jessica Lemley, Karri Thiele, Mindy LeRoux, Whitney McKinley, Taylor Madden, Joyce Johnson, Brian Megert, Judy Bowden and Marlene Hockema, minutes recorder.

BOARD EVALUATION TOOL

Vincent Adams from the Oregon School Boards Association (OSBA) shared a presentation about the current tool that OSBA is recommending school boards use for their evaluation which would be a product of Alsbury and Gore (2015) and the nationwide normal. Mr. Adams stated SB 334 (Mandatory Board Training) failed due to a short legislature session but would likely be resubmitted to the next long session. Mr. Adams introduced evaluation methods for both boards and individuals which would be required every two years. Topics addressed in the review would include: cohesive teaming with superintendent and a public meeting, good Board governance versus dysfunctional Board governance, how to manage and measure assessments, include 12 standards rather than the previous five which would encompass expectations, strengths, areas of growth, and evidence-based standards of performance. Mr. Adams reported that 70% graduation rates were acceptable in the 1980's but today each student needs to graduate to move on to work and/or additional education. The cycle for assessment would consist of: roles, assessment, debrief, goals, individual member mentoring, training and activities; then repeat. The survey would be available online for board members to complete and new information would overlay old data.

Dr. Hernandez questioned what measures would be needed to protect the Board and Administration from actions taken by groups or individuals. Additionally, he queried how the behavior of individual Board members would affect the Board as a whole. Chair Raven noted she

had used the previous evaluation tool for two previous assessments and found it to be helpful and would like to see the evaluations completed by June so goals would be clear for the 2022-2023 school year. Mr. Mann asked how many Board sessions would be necessary to complete the process; Mr. Adams responded, one. Mr. Light inquired as to the cost of the evaluation process and Mr. Adams stated \$575 plus mileage.

FACILITIES UPDATE

Mr. Yancey and Mr. Rutledge shared a presentation regarding the status of the district's HVAC upgrade project which is being funded with ESSER dollars, noting the total cost to be \$23.6M. Progress to date:

- June 14, 2021- Board conducts public hearing and adopts exemption for alternate procurement method,
- June 14, 2021- Board adopts resolution for Design-Build procurement process,
- October 11, 2021- Board approves Design-Build contract for Alliant Systems,
- January 2022- Successful negotiations and fully executed contract for Design-Build of district-wide HVAC systems,
- Mt. Vernon/Riverbend Elementary Schools: Completed HVAC installations (March 2022),
- Walterville Elementary School: Coordinating replacement system with flood repairs to be completed Summer 2022.

Schools would be categorized A (system replacement), B (controls and commissioning), and C (controls, cooling, and ventilation).

Category A schools: THS, TMS, TRDR, Walterville

Category B schools: Maple, Page, TES, ASMS, BMS, SHS, Admin Server Room

Category C schools: Centennial, Douglas Gardens, Guy Lee, Ridgeview, Yolanda, Brattain Campus, A3

Future steps include: Finalize design and system solutions, order equipment and long-lead time items, establish project priorities and timeline for work (by beginning of 2022-2023 school year).

Discussion concluded the HVAC projects would be a wise investment of ESSER funds and would benefit staff and students.

WILLAMETTE LEADERSHIP ACADEMY (WLA) CHARTER AGREEMENT RENEWAL PROCESS

The board listened to a video prepared by Kristen Miles from OSBA. The district had engaged her services to assist them and WLA with the charter renewal process. She shared the following during her short video: the charter school must notify the district 100 days prior to renewal or expiration date of the contract, the first renewal must follow the same contract as the original and

additional renewals would be no less than five years or more than ten years. Within 45 days the Board would hold a public hearing with a one-hour presentation. 30 days after the hearing, the Board would vote using the following criteria: 1) compliance, 2) contract, 3) students meeting or working towards meeting performance goals, 4) financial stability and 5) compliance with renewal criteria.

NEXT MEETING

The next Board/Budget Committee Work Session will be held on Thursday, May 5, 2022 beginning at 6:00pm. The next Board Meeting will take place on Monday, May 9, 2022 beginning at 7:00pm.

ADJOURNMENT

With no further business, Chair Raven adjourned the Work Session at 7:22 p.m.

(Minutes recorded by Marlene Hockema)

BOARD REPORT May 9, 2022

SPRINGFIELD PUBLIC SCHOOLS 2021-2022 Revenue/Expenditure Forecast As of April 30, 2022 **Please see attached report**

REVENUES:

- Both current year and prior year tax collections are projected for 100% collection. To date there has been a majority of current year tax revenue received (98%) and the remainder is expected over the next two months. Prior year property taxes are currently collected at 67% of anticipated collections. This report is based on the information received through the Lane County Tax and Assessment office.
- The District's most significant portion of revenue is the District's scheduled Basic School Support payments through the Oregon Department of Education. The District projects to receive approximately \$81.03 million for the current year based on 2021-22 projected enrollment and the allocation designated by the Oregon Department of Education. Due to the decline in enrollment Statewide, it is anticipated that the State School Fund will be increased in the per pupil allotment. In addition to this allocation, the final reconciliation for the 2019-20 year has been finalized and the District received an additional 1.09 million in SSF reconciliation and \$237,415 in High Cost Disability funds. Federal Forest fees have been removed from the equalization formula and are therefore reflected in the State School Fund.
- The District is anticipating receiving approximately \$300,000 in County School Funds. To date the District has not received anticipated funds.
- The District is anticipated receiving approximately \$1.05 million in Common School Funds. To date the District has received \$1,213,248 of the funds, which is greater than originally budgeted.
- The District is anticipating receiving approximately 68% of budgeted resource from the Lane ESD apportionment. The resulting reduction is due to the District utilizing transit dollars for student-based services.

EXPENDITURES:

 Projected salary expenditures are based upon actual staff allocations adopted during the budgeting process and actual ability to hire and staff vacant positions. This anticipated expenditure is estimated using actual and projected data (per previous year-end estimates). At this point in the year, and based on projections through the end of the year it is projected that the District will expend approximately 96% of the adopted budget for salaries.

- Benefit amounts are based upon projected staffing expenditures and are directly tied to the salary assumptions, with the exception of PERS expenditures. The District participated in the recent offering of a PERS pension bond and the decreased rates were in effect on September 1, 2021. With the updated salary projections and the decreased PERS rate, It is projected this combined decrease in benefit expenditures will total approximately \$6.2 million, or 14.95% of the adopted budget in this area. In addition the District is anticipating having to assess the General Fund for insurance costs associated with increased usage and a lack of premiums collected by employees, which is reflected in the numbers presented.
- The purchased services, supplies and capital outlay expenditure projections are based upon budgeted expenditures and anticipated to be expended similar to past trends. This assumption may be revised if comprehensive distance learning continues throughout a majority of the year.
- Other objects include the cost for property and liability insurance and is based upon premiums negotiated after the 2021-2022 adopted budget.
- Fund transfers allocated during the 2021-22 budget process include \$1.5 million (Co-Curricular Fund) and \$471,516 (Debt Service Fund).

Additional Notes: For the 2021-2022 budget year the current estimate of ending fund balance is \$19,445,525. Included in this number is the audited ending fund balance from the 2020-2021 fiscal year (\$17,331,150). As with previous years, this is an estimate and accounts for the reductions/adjustments & assumptions made throughout the current year operating budget.

Submitted by:

Brett M. Yancey Chief Operations Officer

SPRINGFIELD SCHOOL DISTRICT 19 2021-2022 REVENUE/EXPENDITURE FORECAST as of 4/30/22

	BUDGET	ACTUAL through 04/30/22	ESTIMATED from 04/30/22 to year end	PROJECTED 2018-2019	PROJECTED as % of BUDGET
REVENUES:					
Property taxes - current	28,491,016	27,916,644	574,372	28,491,016	100.00%
Property taxes - prior years	350,000	235,490	114,510	350,000	100.00%
Other local sources	744,000	387,279	356,721	744,000	100.00%
Lane ESD Apportionment	2,288,083	746,682	813,922	1,560,604	68.21%
County School Fund	300,000	0	300,000	300,000	100.00%
State School Fund	78,508,305	72,406,773	10,650,874	83,057,647	105.79%
Federal Forest Fees	400,000	0	0	0	0.00%
Common School Fund	1,051,611	1,213,248	0	1,213,248	115.37%
Total revenues	112,133,015	102,906,116	12,810,399	115,716,515	103.20%
Beginning fund balance	16,600,000	17,331,150	0	17,331,150	104.40%
Total Beginning fund balance	16,600,000	17,331,150	0	17,331,150	104.40%
Total resources	128,733,015	120,237,266	12,810,399	133,047,665	103.35%
EXPENDITURES: Personal services Employee benefits Purchased services	64,070,714 41,255,410 9,940,860	43,563,304 23,819,657 6,274,355	17,968,347 11,268,536 3,467,688	61,531,651 35,088,193 9,742,043	96.04% 85.05% 98.00%
Supplies & materials	3,483,633	2,573,018	916,168	3,489,186	100.16%
Capital outlay	682,700	261,775	420,925	682,700	100.00%
Other objects	1,096,851	1,037,809	59,042	1,096,851	100.00%
Fund transfers	1,971,516	1,971,516	0	1,971,516	100.00%
Total expenditures	122,501,684	79,501,435	34,100,705	113,602,140	92.74%
Unappropriated	5,231,331	0	0	0	_
Contingency	1,000,000	0	0	0	0.00%
Contingency	1,000,000				0.0070
Total appropriations	128,733,015	79,501,435	34,100,705	113,602,140	88.25%
Total resources Total appropriations		120,237,266 79,501,435	12,810,399 34,100,705	133,047,665 113,602,140	-
Ending fund balance Less: contingency		40,735,831	(21,290,306)	19,445,525 0	_
Net fund balance		40,735,831	(21,290,306)	19,445,525	=

PERSONNEL ACTION

DATE: MAY 09, 2022

RELEVANT DATA:

Each month the board of Directors is asked to approve personnel action involving licensed employees. Tonight the Board is being asked to approve the attached resignations, retirements and leave of absences. If the Board of Directors would like to discuss any of these recommendations in executive session, in accordance with ORS 192.660(2)(f) Exempt Public Records, the employee should be identified by the number preceding the name and it will be withdrawn pending further instruction from the Board. Dustin Reese is available for questions.

RECOMMENDATION:

It is recommended the Board of Directors approve the personnel action for licensed employees as reflected in this resolution and any addendum presented along with this resolution. Categories include:

- Resignations
- Retirements
- Leave of Absences

SUBMITTED BY: APPROVED BY:

Dustin Reese Todd Hamilton
Director of Human Resources Superintendent

NO	NAME OR EMPLOYEE ID	CURRENT STATUS	FTE	EFFECTIVE DATE	NOTES
	RESIGNATIONS				
1	1573551	CONTRACT TEACHER	FT	04/22/2022	RESIGNATION
2	1554964	CONTRACT TEACHER	FT	04/01/2022	RESIGNATION
3	2087693	CONTRACT TEACHER	FT	06/17/2022	RESIGNATION
4	294527	CONTRACT ADMINISTRATOR	FT	06/30/2022	RESIGNATION
5	1720260	PROBATIONARY 1	FT	06/17/2022	RESIGNATION
6	2431556	PROBATIONARY 1	FT	06/17/2022	RESIGNATION
7	1749196	CONTRACT TEACHER	FT	06/17/2022	RESIGNATION
8	1699288	PROBATIONARY 1	FT	06/17/2022	RESIGNATION
9	395420	CONTRACT SLP	PT	06/17/2022	RESIGNATION
10	393088	CONTRACT TEACHER	FT	04/01/2022	RESIGNATION
11	1974629	PROBATIONARY 2	FT	06/17/2022	RESIGNATION
12	108650	CONTRACT TEACHER	PT	06/17/2022	RESIGNATION
13	1451340	CONTRACT TEACHER	FT	06/17/2022	RESIGNATION
14	1860690	CONTRACT TEACHER	FT	06/17/2022	RESIGNATION

	RETIREMENTS				
15	390437	CONTRACT TEACHER	FT	06/30/2022	RETIRED
16	205100	CONTRACT TEACHER	ГT	06/20/2022	DETIDED
16	385190	CONTRACT TEACHER	FT	06/30/2022	RETIRED
17	385085	CONTRACT TEACHER	FT	06/30/2022	RETIRED
18	1071459	CONTRACT TEACHER	FT	06/30/2022	RETIRED
	A FLAVE OF A POPMOF				
	LEAVE OF ABSENCE				
19	384607	CONTRACT TEACHER	FT	2022-2023	FULL TIME LEAVE OF ABSENCE
17	301007	CONTINUE I ILLICIEN	1.1	2022 2023	TODE THUE DELITE OF TIDOETTOE
20	393851	CONTRACT TEACHER	FT	2022-2023	FULL TIME LEAVE OF ABSENCE

2022-2023 ACADEMIC CALENDAR

DATE: MAY 9, 2022

RELEVANT DATA:

The attached 2022-2023 academic calendar is presented to the Board for approval.

This calendar includes 175 school days for students, one (1) full day collaboration (January 3), 15 early release/collaboration days, and recognition of Juneteenth (June19).

David Collins will be available to answer any questions the Board may have about the academic calendar for the 2022-2023 school year.

RECOMMENDATION:

It is recommended that the Board of Directors approve the 2022-2023 academic calendar as presented.

SUBMITTED BY: RECOMMENDED BY:

David Collins Todd Hamilton Assistant Superintendent Superintendent



2022-2023 DISTRICT CALENDAR

Staff - Secondary: Semester IMPORTANT DATES

PROPOSED 175A 1.0 May-22

MITWIF	Dov	Month	М	т	w	ТЕ
JULY 2022	Day	Month August		-		2023
1	20 8 21		(2)	3	4	5 6
[4] 5 6 7 8	30 & 31	Staff Inservice Day	9	10	11	12 13
11 12 13 14 15		September	\1 6 /	17	18	19 20
18 19 20 21 22	1-2 & 6	Staff Inservice Day	23	24	25	26 27
25 26 27 28 29	_	'	30	31	23	20 27
AUGUST 2022		Labor Day Holiday First Day of School - 1/2 Kinders, Gr 1-5, 6 & 9			JAR'	Y 2023
1 2 3 4 5		First Day of School - 1/2 Kinders, Gr 7, 8 & 10-12			1	2 3
8 9 10 11 12	23	Early Release - Collaboration Day (all students)	6	7	8	9 10
15 16 17 18 19		, i i i i i i i i i i i i i i i i i i i	13	14	15	16 17
22 23 24 25 26		October	√20/	21	22	23 24
29 (30)(31)	7 & 21	Early Release - Collaboration Day (all students)	27	28		
SEPTEMBER 2022		.,		MAR	CH :	2023
12		November			1	2 3
(5) 6 (7×8) 9	3 & 4	No School-Grading/Conf Day (Sec Only)-End of 1st Qtr	6	7	8	9 10
12 13 14 15 <u>16</u>	11	No School - Veterans Day Holiday	13	14	15	16 17
19 20 21 22 23	18	Early Release - Collaboration Day (all students)	20	21	22	23 24
26 27 28 29 30	24 & 25	Holiday - Thanksgiving - No School	<u>27</u>	<u>28</u>	<u>29</u>	<u>30 31</u>
OCTOBER 2022				APF	RIL 2	023
3 4 5 6 7		December	3	4	5	6 7
10 11 12 13 14	9	Early Release - Collaboration Day (all students)	10	11	12	13 14
17 18 19 20 21	19-30	Winter Break - No School	17	18	19	20 21
24 25 26 27 28			24	25	26	27 28
31		January				
NOVEMBER 2022	2	Holiday - New Years Day (Jan. 1)		MA	Y 20)23
1 2 3 4	3	No School - Collaboration Day (all students)	1	2	3	4 5
7 8 9 10 [11]	13 & 27	Early Release - Collaboration Day (all students)	8	9	10	11 12
14 15 16 17 18	16	No School - Non-Contract Holiday (all students)	15	16	17	18 19
21 22 23 [24] <u>25</u>			22	23	24	25 26
28 29 30			[29]	30	31	
DECEMBER 2022	2.0.0	February		JUI	NE 2	
1 2		No School-Grading Day (Sec Only), End of 1st Sem	_	_	7	1 2
5 6 7 8 9 12 13 14 15 16		Early Release - Collaboration Day (all students)	5 12	6	7 14	8 9
12 13 14 15 16 19 20 21 22 23	20	No School - Non-Contract Holiday (all students)	19/	13 20	14 21	15 <16 > 22 23
26 27 28 29 30	10	March Farly Release - Collaboration Day (all students)	26	27	28	22 23 29
<u> </u>		Early Release - Collaboration Day (all students) No School - Spring Break	20		20	23
Key:	27 - 31	No School - Spring bleak				
End of Quarter		April				
Non-Contract Holiday	7 & 21	Early Release - Collaboration Day (all students)				
First & Last Day of School	14	No School-Conf/Grading Day (Sec Only)-End of 3rd Q	tr			
Holidays						
Grading-Planning Days/ Parent Conference Days	E 0 10	May				
		Early Release - Collaboration Day (all students)				
Inservice Days: Staff Dev, Planning & Collai	29	Holiday - Memorial Day June				
Early Release		Last Day of School/Early Release-Collaboration Day				
Collaboration Days		(all students)				
(certified & classified report)	[] :	Non-Contract Holiday (Juneteenth)				
	20	Staff Grading Day				

^{*}This is Springfield Public School's district-wide calendar. For specific information pertaining to your school, please contact your school.

Should more than two school days be missed for inclement weather, those days will be added during the year or to the end of the school year in order to meet minimum instruction minutes required by the State. See 'Other Key Dates' for details.

 $\textbf{NOTE:} \ \ \textbf{In the event of budget constraints, the school board reserves the right to adjust the district's}$



2022-2023 DISTRICT CALENDAR

Staff -Elementary: Trimester IMPORTANT DATES

PROPOSED 175A 1.0 May-22

MITWITE	Davi	Month	М	т	wt	FI
JULY 2022	Day	Month August		ΔNII	ARY 2023	_
	20 9 21		(2)	3		
1 2 (5) 6 7 8 9	30 & 31	Staff Inservice Days				6 .3
(-, -	1 2 0 6	September	9	10	<u></u>	_
12 13 14 15 16 19 20 21 22 23	_	Staff Inservice Day		17 24		20
		Labor Day Holiday	23	31	25 26 2	. <mark>7</mark>
26 27 28 29 30 AUGUST 2022		First Day of School - 1/2 Kinders, Gr 1-5, 6 & 9	30	• • • • • • • • • • • • • • • • • • • •	JARY 2023	
1 2 3 4 5	8	First Day of School - 1/2 Kinders, Gr 7, 8 & 10-12		-DICC	1 2	2
8 9 10 11 12	9 23	Kinder Teacher Collaboration Day - Only Kinder students do not Early Release - Collaboration Day (all students)	report 6	7		0
15 16 17 18 19	23	Early Release Collaboration Day (all stadents)	13	14		.7
22 23 24 25 26		October	20/	21		4
29 (30(31)	7 & 21	Early Release - Collaboration Day (all students)	27	28	22 23 2	<u> </u>
SEPTEMBER 2022	7 0 21	Larry Release - Collaboration Day (all students)			CH 2023	•••••
12		November				3
(5) 6 (7 × 8 × 9)	11	No School - Veterans Day Holiday	6	7		0
12 13 14 15 16		Early Release - Collaboration Day (all students)	13	14		.7
19 20 21 22 23		Holiday - Thanksgiving - No School	20	21		24
26 27 28 29 30	30	Grading/Conf Day, End of 1st Trimester (Elem Only		28		1
OCTOBER 2022	30	December	7 .	• • • • • • • • •	RIL 2023	
3 4 5 6 7	1-2	Grading/Conf Day, End of 1st Trimester (Elem Only	ı v) 3	4		7
10 11 12 13 14	9	Early Release - Collaboration Day (all students)	10	11		.4
17 18 19 20 21		Winter Break - No School	17	18		1
24 25 26 27 28	15 50	White Break No Selloof	24	25		28
31		January				····
NOVEMBER 2022	2	Holiday - New Years Day (Jan. 1)		MA	Y 2023	
1 2 3 4	3	No School - Collaboration Day (all students)	1	2	3 4	5
7 8 9 10 (11)	13 & 27	Early Release - Collaboration Day (all students)	8	9		.2
14 15 16 17 18	16	No School - Non-Contract Holiday (all students)	15	16		9
21 22 23 [24] 25		, , , ,	22	23	24 25 2	26
28 29 30			[29]	30	31	
DECEMBER 2022		February		JUI	NE 2023	•••••
1 2	3	Teacher Prep Day (Elementary Only)			1 2	2
5 6 7 8 9		Early Release - Collaboration Day (all students)	5	6	7 8 9	9
12 13 14 15 16	20	No School - Non-Contract Holiday (all students)	12	13	14 15 🔨	<u>6</u> >
<u>19 20 21 22 23</u>		March	19/	20	21 22 2	23
<u>26 27 28 29 30</u>	10	Early Release - Collaboration Day (all students)	26	27	28 29	
Key:		No School-Grading Day/End of 2nd Trimester (Elem	Only)			
End of Trimester	27-31	No School - Spring Break				
Non-Contract Holiday						
First & Last Day of School		April				
Holidays	7 & 21	Early Release - Collaboration Day (all students)				
Grading-Planning Days/						
Parent Conference Days	E 0 10	May				
Inservice Days: Staff Dev, Planning & Colla		Early Release - Collaboration Day (all students) Holiday - Memorial Day				
Early Release	23	June				
Collaboration Days	16	Last Day of School/Early Release-Collaboration Day				
(certified & classified report))	(all students)				
Kinder Only	19	Non-Contract Holiday (Juneteenth)				
	20	Staff Grading Day				

^{*}This is Springfield Public School's district-wide calendar. For specific information pertaining to your school, please contact your school.

Should more than two school days be missed for inclement weather, those days will be added during the year or to the end of the school year in order to meet minimum instruction minutes required by the State. See 'Other Key Dates' for details.

NOTE: In the event of budget constraints, the school board reserves the right to adjust the district's

BOARD POLICIES FOR REVIEW

DATE: May 9, 2022

RELEVANT DATA:

From time to time, changes in laws or operating practice require changes or additions to board policies. In addition, the district subscribes to a policy review service with Oregon School Boards Association and receives samples that are used to craft policy for Springfield Public Schools. Administrative Rules (ARs) are brought to the board for first reading only or when approval is required.

The below three policies along with two administrative rules are presented for Board first reading and review to reflect updated procedures and to reflect legislative changes.

RECOMMENDATION:

It is recommended the Board of Directors review the following board policy as a first reading:

- GBL Personnel Records
- GBLA Disclosure of information (Delete information incorporated and combined into GBL updates)
- IGBAF AR Special Education Individualized Education Program
- IGBAG AR Special Education Procedural Safegaurds
- IGBB Talented and Gifted Program

SUBMITTED BY: RECOMMENDED BY:

Jenna McCulley Todd Hamilton
Community Engagement Officer Superintendent

Springfield School District 19

Code: GBL Adopted: 4/23/07 Revised/Readopted: 5/11/20 Orig. Code: GBL

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 human resource office to inspect the contents of their personnel file on any day the human resource office is open for business;
- 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;
- 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 human resources office;
- 8. Attorneys for the district or the district's designated representative on matters of district business;

¹ Includes former employees.

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- 9. Upon receiving a request from a prospective employer issued under Oregon Revised Statute (ORS) 339.374(1)(b), the district, pursuant to ORS 339.378(1), shall disclose the requested information if it has or has had an employment relationship with a person who is the subject of the request, no later than 20 days after receiving such request. The records created by the district pursuant 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;
- Upon request from a prospective employer or a former employee, authorized district officials may disclose information about a former employee's job performance to a prospective employer and such disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was knowingly false or deliberately misleading, was rendered with malicious purpose or violated any civil right of the former employee protected under ORS 659 or ORS 659A.

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

Release of personnel records to parties other than those listed above, will be in line with Board policy KBA - Public Records.

No files will be removed from their central location for personal inspection.

END OF POLICY

Legal Reference(s):

ORS 30.178	ORS 342.143	ORS Chapter 659A
ORS 339.370 - 339.374	ORS 342.850	OAR 581-022-2405
ORS 339.378	ORS 652.750	
ORS 339 388	ORS Chapter 659	

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) Cross Reference(s):

ACA - Americans with Disabilities Act EH - Records and Data Management

Deleted: <#>The disciplinary records of a district employee convicted of a crime listed in Oregon Revised Statute (ORS) 342.143 are not exempt from disclosure under ORS 192.501 or 192.502 and shall be released to any person upon request. "Disciplinary records" is defined as records related to a personnel discipline action or materials or documents supporting that action. Prior to the release of disciplinary records, the district shall remove any personally identifiable information from the record that would disclose the identity of a child, a crime victim or a district employee who is not the subject of the disciplinary record.

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<#>An employee or designee may arrange with the human resources office to inspect the contents of their human resources file on any day

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Springfield School District 19

Code: GBLA Adopted: 4/23/07 Revised/Readopted: 5/11/20 Orig. Code: GBLA

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 under the following conditions:

- 1. Disclosure of information is upon request of the prospective employer; or
- 2. Disclosure of information is upon request of the former employee;
- 3. The information is related to job performance;
- 4. The action is presumed to be in good faith;
- 5. The disclosure is of the disciplinary records of a district employee who has been convicted of a crime listed in Oregon Revised Statute (ORS) 342.143. These records are generally not exempt from disclosure under ORS 192.501 or ORS 192.502. Prior to the disclosure of a disciplinary record an education provider shall remove any personally identifiable information from the record that would disclose the identity of a child, a crime victim or a school employee who is not the subject of the disciplinary record;
- 6. The disclosure is the result of a request from a law enforcement agency, the Department of Human Services or the Teachers Standards and Practices Commission regarding the records of investigations of suspected child abuse by a district employee;
- 7. No later than 20 days after receiving a request under ORS 339.374, an education provider that has or has had an employment relationship with the applicant shall disclose the information requested and any disciplinary records that must be disclosed as provided by ORS 339.388(7)

Presumption of good faith is rebutted by showing the information disclosed was:

- 1. Knowingly false;
- 2. Deliberately misleading;
- 3. Rendered with malicious purpose;
- 4. Violated civil rights.

END OF POLICY

Legal Reference(s):

 ORS 30.178
 ORS 339.378
 ORS Chapter 659

 ORS 339.370 to -339.374
 ORS 339.388(7),(8),(9)
 ORS Chapter 659A

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

Springfield School District 19

Code: IGBAF-AR Adopted: 4/11/16 Revised/Readopted: 6/22/20

Special Education - Individualized Education Program (IEP)**

1. General IEP Information

- a. The district ensures that an IEP is in effect for each eligible student:
 - (1) Before special education and related services are provided to a student;
 - At the beginning of each school year for each student with a disability for whom the district is responsible; and
 - (3) Before the district implements all the special education and related services, including program modifications, supports and/or supplementary aids and services, as identified on the IEP.

b. The district uses:

- (1) The Oregon standard IEP; or
- (2) An IEP form that has been approved by the Oregon Department of Education.
- The district develops and implements all provisions of the IEP as soon as possible following the IEP meeting.
- d. The IEP will be accessible to each of the student's regular education teacher(s), the student's special education teacher(s) and the student's related services provider(s) and other service provider(s).
- e. The district takes steps to ensure that parent(s) are present at each IEP meeting or have the opportunity to participate through other means.
- f. The district ensures that each teacher and service provider is informed of:
 - Their specific responsibilities for implementing the IEP specific accommodations, modifications and/or supports that must be provided for, or on behalf of the student; and
 - (2) Their responsibility to fully implement the IEP including any amendments the district and parents agreed to make between annual reviews.

The district takes whatever action is necessary to ensure that parents understand the proceedings of the IEP team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.

g. The district provides a copy of the IEP to the parents at no cost.

2. IEP Meetings

- a. The district conducts IEP meetings within 30 calendar days of the determination that the student is eligible for special education and related services.
- The district convenes IEP meetings for each eligible student periodically, but not less than once per year.

Special Education - Individualized Education Program (IEP)** - IGBAF-AR

- c. At IEP meetings, the team reviews and revises the IEP to address any lack of expected progress toward annual goals and in the general curriculum, new evaluation data or new information from the parent(s), the student's anticipated needs, or the need to address other matters
- d. Between annual IEP meetings, the district and the parent(s) may amend or modify the student's current IEP without convening an IEP team meeting using the procedures in the Agreement to Amend or Modify IEP subsection.
- e. When the parent(s) requests a meeting, the district will either schedule a meeting within a reasonable time or provide timely written prior notice of the district's refusal to hold a meeting.
- f. If an agency other than the district fails to provide agreed upon transition services contained in the IEP, the district convenes an IEP meeting to plan alternative strategies to meet the transition objectives and, if necessary, to revise the IEP.

3. IEP Team Members

- a. The district's IEP team members include the following:
 - (1) The student's parent(s);
 - (2) The student, if the purpose of the IEP meeting is to consider the student's postsecondary goals and transition services (beginning for IEPs in effect at age 16), or for younger students, when appropriate;
 - (3) At least one of the student's special education teachers or, if appropriate, at least one of the student's special education providers;
 - (4) At least one of the student's regular education teachers if the student is or may be participating in the regular education environment. If the student has more than one regular education teacher, the district will determine which teacher or teachers will participate;
 - (5) A representative of the district (who may also be another member of the team) who is qualified to provide or supervise the provision of special education and is knowledgeable about district resources. The representative of the district will have the authority to commit district resources and be able to ensure that all services identified in the IEP can be delivered;
 - (6) An individual, who may also be another member of the team, who can interpret the instructional implications of the evaluation results; and
 - (7) At the discretion of the parent or district, other persons who have knowledge or special expertise regarding the student.

b. Student participation:

- (1) Whenever appropriate, the student with a disability is a member of the team.
- (2) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, the district includes the student in the IEP team meeting.
- (3) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, and the student does not attend the meeting, the district will take other steps to consider the student's preferences and interests in developing the IEP.

- c. Participation by other agencies:
 - (1) With parent or adult student written consent, and where appropriate, the district invites a representative of any other agency that is likely to be responsible for providing or paying for transition services if the purpose of the IEP meeting includes the consideration of transition services (beginning at age 16, or younger if appropriate); and
 - (2) If the district refers or places a student in an education service district, state-operated program, private school or other educational program, IEP team membership includes a representative from the appropriate agencies. Participation may consist of attending the meeting, conference call or participating through other means.

4. Agreement for Nonattendance and Excusal

- a. The district and the parent may consent to excuse an IEP team member from attending an IEP meeting, in whole or in part, when the meeting involves a discussion or modification of team member's area of curriculum or service. The district designates specific individuals to authorize excusal of IEP team members.
- b. If excusing an IEP team member whose area is to be discussed at an IEP meeting, the district ensures:
 - (1) The parent and the district consent in writing to the excusal;
 - (2) The team member submits written input to the parents and other members of the IEP team before the meeting; and
 - (3) The parent is informed of all information related to the excusal in the parent's native language or other mode of communication according to consent requirements.

IEP Content

- a. In developing the IEP, the district considers the student's strengths, the parent's concerns, the results of the initial or most recent evaluation, and the academic, developmental, and functional needs of the student
- b. The district ensures that IEPs for each eligible student includes:
 - (1) A statement of the student's present levels of academic achievement and functional performance that:
 - Includes a description of how the disability affects the progress and involvement in the general education curriculum;
 - (b) Describes the results of any evaluations conducted, including functional and developmental information;
 - Is written in language that is understood by all IEP team members, including parents;
 - (d) Is clearly linked to each annual goal statement;
 - (e) Includes a description of benchmarks or short -term objectives for children with disabilities who take alternative assessments aligned to alternate achievement standards
 - (2) A statement of measurable annual goals, including academic and functional goals, or for students whose performance is measured by alternate assessments aligned to alternate

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Special Education - Individualized Education Program (IEP)** - IGBAF-AR

achievement standard, statements of measurable goals and short -term objectives. The goals and, if appropriate, objectives:

- (a) Meet the student's needs that are present because of the disability, or because of behavior that interferes with the student's ability to learn, or impedes the learning of other students;
- (b) Enable the student to be involved in and progress in the general curriculum, as appropriate; and
- (c) Clearly describe the anticipated outcomes, including intermediate steps, if appropriate, that serve as a measure of progress toward the goal.
- (3) A statement of the special education services, related services, supplementary aids, and services that the district provides to the student:
 - (a) The district bases special education and related services, modifications and supports on peer-reviewed research to the extent practicable to assist students in advancing toward goals, progressing in the general curriculum and participating with other students (including those without disabilities), in academic, nonacademic and extracurricular activities.
 - (b) Each statement of special education services, related or supplementary services, aids, modifications or supports includes a description of the inclusive dates, amount or frequency, location and who is responsible for implementation.
- (4) A statement of the extent, if any, to which the student will not participate with nondisabled students in regular academic, nonacademic and extracurricular activities.
- (5) A statement of any individual modifications and accommodations in the administration of state or districtwide assessments of student achievement.
 - (a) A student will not be exempt from participation in state or districtwide assessment because of a disability unless the parent requests an exemption;
 - (b) If the IEP team determines that the student will take the alternate assessment instead of the regular statewide or a districtwide assessment, a statement of why the student cannot participate in the regular assessment and why the alternate assessment is appropriate for the student.
- (6) A statement describing how the district will measure student's progress toward completion of the annual goals and when periodic reports on the student's progress toward the annual goals will be provided.
- Agreement to Amend or Modify IEP

Between annual IEP meetings, the district and the parent may agree to make changes in the student's current IEP without holding an IEP meeting. These changes require a signed, written agreement between the district and the parent.

- a. The district and the parent record any amendments, revisions or modifications on the student's current IEP. If additional IEP pages are required these pages must be attached to the existing IEP.
- b. The district files a complete copy of the IEP with the student's education records and informs the student's IEP team and any teachers or service providers of the changes.

 $Special\ Education\ -\ Individualized\ Education\ Program\ (IEP)**-IGBAF-AR$

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c.	The district provides the parent prior written notice of any changes in the IEP and upon request, provides the parent with a revised copy of the IEP with the changes incorporated.			
IEP	Team Considerations and Special Factors			
a.	In developing, reviewing and revising the IEP, the IEP team considers:			
	(1) The strengths of the student and concerns of the parent for enhancing the education of the student;			
	 (2) The results of the initial or most recent evaluation of the student; (3) As appropriate, the results of the student's performance on any general state or districtwide assessments; 			
	(4) The academic, developmental and functional needs of the child.		Deleted: ,	_
b.	In developing, reviewing and revising the student's IEP, the IEP team considers the following special factors:			
	 The communication needs of the student; and The need for assistive technology services and/or devices. 			
c.	As appropriate, the IEP team also considers the following special factors:			
	(1) For a student whose behavior impedes their learning or that of others, strategies, positive		Deleted: his or her	5
	behavioral intervention and supports to address that behavior; (2) For a student with limited English proficiency, the language needs of the student as those	;		
	needs relate to the IEP; (3) For a student who is blind or visually impaired, instruction in Braille and the use of			
	Braille unless the IEP team determines (after an evaluation of reading and writing skills,			
	needs and media, including evaluation of future needs for instruction in Braille or the use of Braille, appropriate reading and writing), that instruction in Braille or the use of		Deleted: ,	
	Braille is not appropriate;			_
	(4) For a student who is deaf or hard of hearing, the student's language and communication needs, including opportunities for direct communication with peers and professional		Deleted: ,	ر
	personnel in the student's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the student's language			
	and communication mode;		Deleted: and	5
	(1) If a student is deaf, deafblind, or hard of hearing, the district will provide information about relevant services and placements offered by the school district, the education service district, regional programs, and the Oregon School for the Deaf; and			
	(5) A statement of any device or service needed for the student to receive a free appropriate public education (FAPE).			
d.	In addition to the above IEP contents, the IEP for each eligible student of transition age includes:			
	(1) Beginning not later than the first IEP in effect when the student turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)), and		Deleted: ,	
	updated annually thereafter, the IEP must include:			
	Special Education - Individualized Education Program (IEP)** – IGBAF-AR 5-8			

7.

- (a) Appropriate measurable postsecondary goals based upon age -appropriate transition assessments related to training education, employment, and where appropriate, independent living skills; and
- (b) The transition services (including courses of study) needed to assist the student in reaching those goals.

Regarding employment planning, the parent shall be provided information about and opportunities to experience employment services provided by Oregon Vocational Rehabilitation or the Oregon Office of Developmental Disability Services. These services must be provided in a competitive integrated employment setting, as defined by Oregon Administrative Rule 441-345-0020. Information about these services shall also be provided to the parent by the district at each annual review for IEPs to be in effect when the child turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)).

- (2) At least one year before a student reaches the age of majority (student reaches the age of 18, or has married or been emancipated, whichever occurs first), a statement that the district has informed the student that all procedural rights will transfer at the age of majority; and
- (3) If identified transition service providers, other than the district, fail to provide any of the services identified on the IEP, the district will initiate an IEP meeting as soon as possible to address alternative strategies and revise the IEP if necessary.
- e. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary education goals and transition services.

8. Incarcerated Youth

- For students with disabilities who are convicted as adults, incarcerated in adult correctional facilities and otherwise entitled to FAPE, the following IEP requirements do not apply:
 - (1) Participation of students with disabilities in state and districtwide assessment; and
 - (2) Transition planning and transition services, for students whose eligibility will end because of their age before they will be eligible to be released from an adult correctional facility based on consideration of their sentence and eligibility for early release.
- b. The IEP team may modify the student's IEP, if the state has demonstrated a bona fide security or other compelling interest that cannot be otherwise accommodated.

9. Extended School Year Services

- a. The district makes extended school year (ESY) services available to all students for whom the IEP team has determined that such services are necessary to provide FAPE.
- ESY services are:

- Provided to a student with a disability in addition to the services provided during the typical school year;
- (2) Identified in the student's IEP; and
- (3) Provided at no cost to the parent.
- c. The district does not limit consideration of ESY services to particular categories of disability or unilaterally limit the type, amount or duration of service.
- The district provides ESY services to maintain the student's skills or behavior, but not to teach new skills or behaviors.
- e. The district's criteria for determining the need for extended school year services include:
 - Regression (a significant loss of skills or behaviors) and recoupment time based on documented evidence; or
 - If no documented evidence, on predictions according to the professional judgment of the team
- f. "Regression" means significant loss of skills or behaviors in any area specified on the IEP as a result of an interruption in education services.
- g. "Recoupment" means the recovery of skills or behaviors specified on the IEP to a level demonstrated before the interruption of education services.

10. Assistive Technology

- a. The district ensures that assistive technology devices or assistive technology services, or both, are made available if they are identified as part of the student's IEP. These services and/or devices may be part of the student's special education, related services or supplementary aids and services.
- b. On a case-by-case basis, the district permits the use of district-purchased assistive technology devices in the student's home or in other settings if the student's IEP team determines that the student needs access to those devices to receive a free appropriate public education. In these situations, district policy will govern liability and transfer of the device when the student ceases to attend the district.

11. Transfer Students

a. In state:

If a student with a disability (who had an IEP that was in effect in a previous district in Oregon) transfers into the district and enrolls in a district school within the same school year, the district (in consultation with the student's parents) provides a free appropriate public education to the student (including services comparable to those described in the student's IEP from the previous district), until the district either:

- (1) Adopts the student's IEP from the previous district; or
- Develops, adopts, and implements a new IEP for the student in accordance with all of the IEP provisions.

b. Out of state:

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Special Education - Individualized Education Program (IEP)** - IGBAF-AR

If a student transfers into the district with a current IEP from a district in another state, the district, in consultation with the student's parents, will provide a free appropriate public education to the student, including services comparable to those described in the student's IEP from the previous district, until the district:

- Conducts an initial evaluation (if determined necessary by the district to determine Oregon eligibility) with parent consent and determines whether the student meets eligibility criteria described in Oregon Administrative Rules.
- (2) If the student is eligible under Oregon criteria, the district develops, adopts and implements a new IEP for the student using the Oregon Standard IEP or an approved alternate IEP.
- (3) If the student does not meet Oregon eligibility criteria, the district provides prior written notice to the parents explaining that the student does not meet Oregon eligibility criteria and specifying the date when special education services will be terminated.

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Springfield School District 19

Code: IGBAG-AR Adopted: 2/24/14 Revised/Readopted: 6/22/20 Orig. Code: IGBAG-AR

Special Education - Procedural Safeguards**

- 1. Procedural Safeguards
 - a. The district provides procedural safeguards to:
 - (1) Parents, guardians (unless the guardian is a state agency) or persons in parental relationship to the student;
 - (2) Surrogate parents; and
 - (3) Students who have reached the age of 18, the age of majority or are considered emancipated under Oregon law and to whom rights have transferred by statute, identified as adult students (called "eligible students").
 - b. The district gives parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education (ODE):
 - (1) At least once a year;
 - (2) At the first referral or parental request for evaluation to determine eligibility for special education services;
 - (3) When the parent (or adult student) requests a copy; and
 - (4) To the parent and the student one year before the student's 18th birthday or upon learning that the student is emancipated.
 - c. The Procedural Safeguards Notice is:
 - (1) Provided written in the native language or other communication of the parents (unless it is clearly not feasible to do so) and in language clearly understandable to the public.
 - (2) If the native language or other mode of communication of the parent is not a written language, the district takes steps to ensure that:
 - (a) The notice is translated orally or by other means to the parent in their native language or other mode of communication;
 - (b) The parent understands the content of the notice; and
 - (c) There is written evidence that the district has met these requirements.
- 2. Content of Procedural Safeguards Notice

The procedural safeguards notice includes all of the content provided in the *Procedural Safeguards Notice* published by ODE.

- 3. Parent or Adult Student Meeting Participation
 - a. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, individualized education program (IEP) and educational placement of the student, and the provision of a free appropriate public education (FAPE) to the student.
 - b. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:

Special Education - Procedural Safeguards** - IGBAG-AR

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States the purpose, time and place of the meeting and who is invited to attend;

- Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
- Advises the parents or adult student that the team may proceed with the meeting even if they are not in attendance;
- Advises the parent or adult students who to contact before the meeting to provide information if they are unable to attend; and
- Indicates if one of the meeting's purposes is to consider transition services or transition service needs. If so:
 - Indicates that the student will be invited; and
 - Identifies any agencies invited to send a representative.
- The district takes steps to ensure that one or both of the parents of a student with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate,
 - Notifying parents of the meeting early enough to ensure that they will have an (1) opportunity to attend; and
 - Scheduling the meeting at a mutually agreed on time and place.
- If neither parent can participate, the district will use other methods to ensure participation, including, but not limited to, individual or conference phone calls or home visits.
- The district may conduct an evaluation planning or eligibility meeting without the parent or adult student if the district provided meeting notice to the parent or adult student sufficiently in advance to ensure an opportunity to attend.
- The district may conduct an IEP or placement meeting without the parent or adult student if the district is unable to convince the parents or adult students that they should participate. Attempts to convince the parent to participate will be considered sufficient if the district:
 - Communicates directly with the parent or adult student and arranges a mutually agreeable time and place and sends written notice to confirm the arrangement; or
 - Proposes a time and place in the written notice stating that a different time and place might be requested and confirms that the notice was received.
- If the district proceeds with an IEP meeting without a parent or adult student, the district must have a record of its attempts to arrange a mutually agreed upon time and place such as:
 - Detailed records of telephone calls made or attempted and the results of those calls;

 - Copies of correspondence sent to the parents and any responses received; and Detailed records of visits made to the parents' home or place of employment and the results of those visits.
- The district takes whatever action is necessary to ensure that the parent or adult student understands the proceedings at a meeting, including arranging for an interpreter for parents or adult students who are deaf or whose native language is other than English.
- After the transfer of rights to an adult student at the age of majority, the district provides written notice of meetings to the adult student and parent, if the parent can be reasonably located. After the transfer of rights to an adult student at the age of majority, a parent receiving notice of an IEP meeting is not entitled to attend the meeting unless invited by the adult student or the district.
- An IEP meeting does not include:
 - Informal or unscheduled conversations involving district personnel;
 - Conversations on issues such as teaching methodology, lesson plans or coordination of service provision if those issues are not addressed in the student's IEP; or

(3) Preparatory activities that district or public personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

4. Surrogate Parents

- a. The district protects the rights of a student with a disability, or suspected of having a disability, by appointing a surrogate parent when:
 - (1) The parent cannot be identified or located after reasonable efforts;
 - (2) The student is a ward of the state or an unaccompanied homeless youth and there is reasonable cause to believe that the student has a disability, and there is no foster parent or other person available who can act as the parent of the student; or
 - (3) The parent or adult student requests the appointment of a surrogate parent.
- b. The district secures nominations of persons to serve as surrogates. The district appoints surrogates within 30 days of a determination that the student needs a surrogate, unless a surrogate has already been appointed by juvenile court.
- c. The district will only appoint a surrogate who:
 - (1) Is not an employee of the district or ODE;
 - (2) Is not an employee of any other agency involved in the education or care of the student;
 - (3) Is free of any personal or professional interest that would interfere with representing the student's special education interests; and
 - (4) Has the necessary knowledge and skills that ensure adequate representation of the student in special education decisions. The district will provide training, as necessary, to ensure that surrogate parents have the requisite knowledge.
- d. The district provides all special education rights and procedural safeguards to appointed surrogate parents
- A surrogate will not be considered an employee of the district solely on the basis that the surrogate is compensated from public funds.
- f. The duties of the surrogate parent are to:
 - (1) Protect the special education rights of the student;
 - (2) Be acquainted with the student's disability and the student's special education needs;
 - Represent the student in all matters relating to the identification, evaluation, IEP and educational placement of the student; and
 - (4) Represent the student in all matters relating to the provision of FAPE to the student.
- g. A parent may give written consent for a surrogate to be appointed.
 - When a parent requests that a surrogate be appointed, the parent shall retain all parental rights to receive notice and all of the information provided to the surrogate. When the district appoints a surrogate at parent request, the district will continue to provide to the parent a copy of all notices and other information provided to the surrogate.
 The surrogate, alone, shall be responsible for all matters relating to the special education
 - (2) The surrogate, alone, shall be responsible for all matters relating to the special education of the student. The district will treat the surrogate as the parent unless and until the parent revokes consent for the surrogate's appointment.
 - (3) If a parent gives written consent for a surrogate to be appointed, the parent may revoke consent at any time by providing a written request to revoke the surrogate's appointment.
- h. An adult student to whom rights have transferred at age of majority may give written consent for a surrogate to be appointed. When an adult student requests that a surrogate be appointed, the student shall retain all rights to receive notice and all of the information provided to the surrogate. The surrogate, alone, shall be responsible for all matters relating to the special

education of the student. The district will treat the surrogate as the adult student unless and until the adult student revokes consent for the surrogate's appointment. If an adult student gives written consent for a surrogate to be appointed, the adult student may revoke consent at any time by providing a written request to revoke the surrogate's appointment.

- i. The district may change or terminate the appointment of a surrogate when:
 - (1) The person appointed as surrogate is no longer willing to serve;
 - (2) Rights transfer to the adult student or the student graduates with a regular diploma;
 - (3) The student is no longer eligible for special education services;
 - (4) The legal guardianship of the student is transferred to a person who is able to carry out the role of the parent;
 - (5) A foster parent or other person is identified who can carry out the role of parent;
 - (6) The parent, who previously could not be identified or located, is now identified or located.
 - (7) The appointed surrogate is no longer eligible;
 - (8) The student moves to another district; or
 - (9) The student is no longer a ward of the state or unaccompanied homeless youth.
- j. The district will not appoint a surrogate solely because the parent or student to whom rights have transferred is uncooperative or unresponsive to the special education needs of the student.
- 5. Transfer of Rights at Age of Majority
 - a. When a student with a disability reaches the age of majority, marries or is emancipated, rights previously accorded to the student's parents under the special education laws, transfer to the student. A student for whom rights have transferred is considered an "adult student" under OAR 581-015-2000(1).
 - b. The district provides notice to the student and the parent that rights (accorded by statute) will transfer at the age of majority. This notice is provided at an IEP meeting and documented on the IEP:
 - (1) At least one year before the student's 18th birthday;
 - (2) More than one year before the student's 18th birthday, if the student's IEP team determines that earlier notice will aid transition; or
 - (3) Upon actual knowledge that within a year the student will likely marry or become emancipated before age 18.
 - c. The district provides written notice to the student and to the parent at the time of the transfer.
 - d. These requirements apply to all students, including students who are incarcerated in a state or local adult or juvenile correctional facility or jail.
 - e. After transfer of rights to the student, the district provides any written prior notices and written notices of meetings required by the special education laws to the adult student and to the parent if the parent can be reasonably located.
 - f. After rights have transferred to the student, receipt of notice of an IEP meeting does not entitle the parent to attend the meeting unless invited by the student or the district.
 - g. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary goals and transition services.
- 6. Prior Written Notice

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- a. The district provides prior written notice to the parent of a student, or student, within a reasonable period of time, before the district:
 - (1) Proposes to initiate or change, the identification, evaluation or educational placement of the student, or the provision of a FAPE to the child; or
 - (2) Refuses to initiate or change the identification, evaluation or educational placement of the student, or the provision of a FAPE to the child.
- b. The content of the prior written notice will include:
 - (1) A description of the action proposed or refused by the district;
 - (2) An explanation of why the district proposed or refused to take the action;
 - (3) A description of each evaluation procedure, test, assessment, record or report used as a basis for the proposal or refusal:
 - (4) A statement that the parents of a student with a disability have procedural safeguards and, if this notice is not an initial referral for evaluation, how a copy of the *Procedural* Safeguards Notice may be obtained;
 - (5) Sources for parents to contact to obtain assistance in understanding their procedural safeguards:
 - (6) A description of other options the IEP team considered and the reasons why those options were rejected; and
 - (7) A description of other factors that are relevant to the agency's proposal or refusal.
- c. The prior written notice is:
 - (1) Written in language understandable to the general public; and
 - (2) Provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so;
 - (3) If the native language or other mode of communication of the parent is not a written language, the district shall take steps to ensure that:
 - (a) The notice is translated orally or by other means to the parent in the parent's native language or other mode of communication;
 - (b) The parent understands the content of the notice; and
 - (c) There is written evidence that the requirements of this rule have been met.

7. Consent¹ – Initial Evaluation

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

¹ "Consent" means that the parent or adult student: a) has been fully informed, in their native language or other mode of communication, of all information relevant to the activity for which consent is sought; and b) understands and agrees in writing to the carrying out of the activity for which their consent is sought. Consent is voluntary on the part of the parent and meeting the requirements of consent provision for OAR 581-015-2090, IDEA and Family Education Rights and Privacy Act (FERPA).

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2000, IDEA and Family Education Rights and Frivacy Act (FERFA).

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

9. Consent - Re-evaluation

- a. The district obtains informed parent consent before conducting any re-evaluation of a child with a disability, except:
 - (1) The district does not need written consent for a re-evaluation if the parent does not respond after reasonable efforts to obtain informed consent. However, the district does not conduct individual intelligence tests or tests of personality without consent.
 - (2) If a parent refuses to consent to the re-evaluation, the district may, but is not required to, pursue the re-evaluation by using mediation or due process hearing procedures.
- b. A parent or adult student may revoke consent at any time before the completion of the activity for which they have given consent. If a parent or adult student revokes consent, that revocation is not retroactive.

10. Consent - Other Requirements

- The district documents its reasonable efforts to obtain parent consent, such as phone calls, letters, and meeting notes.
- b. If a parent of a student who is home schooled or enrolled by the parents in a private school does not provide consent for the initial evaluation or the re-evaluation, or if the parent does not respond to a request for consent, the district:
 - (1) Does not use mediation or due process hearing procedures to seek consent; and
 - (2) Does not consider the child as eligible for special education services.
- c. If a parent or adult student refuses consent for one service or activity, the district does not use this refusal to deny the parent or child any other service, benefit or activity, except as specified by these rules and procedures.
- d. If, at any time subsequent to the initial provision of special and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the district:
 - (1) May not continue to provide special education and related services to the child, but must provide prior written notice before ceasing the provision of special education and related services:
 - (2) May not use mediation or due process procedures to obtain an agreement or ruling that the services may be provided to the child;
 - (3) The district will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services; and
 - (4) The district is not required to convene an IEP team meeting or develop an IEP for the child for further provision of special education or related services.

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Special Education - Procedural Safeguards** - IGBAG-AR

11. Exceptions to Consent

- a. The district does not need written parent or adult student consent before:
 - Reviewing existing data as part of an evaluation or re-evaluation;
 - (2) Administering a test or other evaluation administered to all students without consent unless, before administration of that test or evaluation, consent is required of parents of all students:
 - (3) Conducting evaluations, tests, procedures or instruments that are identified on the student's individualized education program (IEP) as a measure for determining progress; or
 - (4) Conducting a screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation.
- b. The district does not need written parent consent to conduct an initial special education evaluation of a student who is a ward of the state and not living with the parent if:
 - (1) Despite reasonable efforts to do so, the district has not been able to find the parent;
 - (2) The parent's rights have been terminated in accordance with state law; or
 - (3) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.
- c. The district does not need written parental consent if an administrative law judge (ALJ) determines that the evaluation or re-evaluation is necessary to ensure that the student is provided with a free appropriate public education.

12. Independent Educational Evaluations (IEE)

- A parent of a student with a disability has a right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the district.
- b. If a parent requests an independent educational evaluation at public expense, the district provides information to parents about where an independent educational evaluation may be obtained, and the district criteria applicable for independent educational evaluations.
- c. If a parent requests an independent educational evaluation at public expense, the district, without unnecessary delay, either:
 - (1) Initiates a due process hearing to show that its evaluation is appropriate; or
 - (2) Ensures that an independent educational evaluation is provided at public expense unless the district demonstrates in a hearing that the evaluation obtained by the parent did not meet district criteria.
- d. The district criteria for independent educational evaluations are the same as for district evaluations including, but not limited to, location, examiner qualifications and cost.
 - Criteria established by the district do not preclude the parent's access to an independent educational evaluation.
 - (2) The district provides the parents the opportunity to demonstrate the unique circumstances justifying an IEE that does not meet the district's criteria.
 - (3) A parent may be limited to one independent educational evaluation at public expense each time the district conducts an evaluation with which the parent disagrees.
- e. If a parent requests an independent educational evaluation, the district may ask why the parent disagrees with the public evaluation. The parent may, but is not required to provide an explanation. The district may not:

- (1) Unreasonably delay either providing the independent educational evaluation at public expense or initiating a due process hearing to defend the public evaluation;
- (2) Except for the criteria listed above in c., impose conditions or timelines related to obtaining an IEE at public expense.
- f. The district considers an independent educational evaluation submitted by the parent, in any decision made with respect to the provision of a free appropriate public education to the student, if the submitted independent evaluation meets district criteria.

13. Dispute Resolution – Mediation

- The district or parent may request mediation from ODE for any special education matter, including before the filing of a complaint or due process hearing request.
- b. The district acknowledges that:
 - (1) Mediation must be voluntary on the part of the parties, must be conducted by a qualified and impartial mediator who is trained in effective mediation techniques and may not be used to deny or delay a parent's right to a due process hearing or filing a complaint.
 - (2) Each mediation session must be scheduled in a timely manner and must be held in a location that is convenient to the parties to the dispute.
 - (3) An agreement reached by the parties to the dispute in the mediation process must be set forth in a legally binding written mediation agreement that:
 - (a) States the terms of the agreement;
 - (b) States that all discussions that occurred during the mediation process remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding; and
 - (c) Is signed by the parent and a representative of the district who has the authority to bind the district to the mediation agreement.
 - (4) Mediation communication is not confidential if it relates to child or elder abuse and is made to a person who is required to report abuse, or threats of physical harm, or professional conduct affecting licensure.
 - (5) The mediation agreement is enforceable in any state court of competent jurisdiction or in a district court of the United States.

14. Dispute Resolution - Complaint Investigation

- a. Any organization or person may file a signed, written complaint with the State Superintendent of Public Instruction alleging that a district or education service district (ESD) is violating or has violated the Individuals with Disabilities Education Act (IDEA) or associated regulations within one year before the date of the complaint. Upon receiving a parent complaint, the ODE forwards the complaint to the district or ESD along with a request for a district response to the allegations in the complaint.
- b. Upon receiving a request for response from ODE, the district responds to the allegations and furnishes any requested information or documents within 10 business days.
- c. The district sends a copy of the response to the complainant. If ODE decides to conduct an onsite investigation, district personnel participate in interviews and provide additional documents as needed.
- d. The district and the complainant may attempt to resolve a disagreement that led to a complaint through mediation. If they decide against mediation, or if mediation fails to produce an agreement, ODE will pursue the complaint investigation.
- e. If ODE substantiates some or all of the allegations in a complaint, it will order corrective action. The district satisfies its corrective action obligations in a timely manner.
- f. If the district disagrees with the findings and conclusions in a complaint final order, it may seek reconsideration by ODE or judicial review in county circuit court.

15. Due Process Hearing Requests

- a. The district acknowledges that parents may request a due process hearing if they disagree with a district proposal or refusal relating to the identification, evaluation, educational placement or provision of a free appropriate education to a student who may have a disability and be eligible for special education.
- b. The district may request a due process hearing regarding the identification, evaluation, educational placement or provision of a free appropriate education to a student who may have a disability and be eligible for special education.
- When requesting a due process hearing, the district or the attorney representing the district provides notice to the parent and to ODE.
- d. The party, including the district, that did not file the hearing request must, within 10 days of receiving the request for a hearing, send to the other party a response that specifically addresses the issues raised in the hearing request.
- e. If the parent had not yet received prior written notice of the district's proposal or refusal, the district, within 10 days of receiving the hearing request for a due process hearing, sends to the parent a response that includes:
 - An explanation of why the district proposed or refused to take the action raised in the hearing request;
 - A description of other options that the district considered and the reasons why those options were rejected;
 - (3) A description of each evaluation procedure, assessment, record or report the district used as the basis for the proposed or refused action; and
 - (4) A description of the factors relevant to the district's proposal or refusal.

16. Resolution Session

- a. Within 15 days of receiving a due process hearing request, the district will hold a resolution session with the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request.
- b. This meeting will include a representative of the district who has decision-making authority for the district.
 - (1) The district will not include an attorney unless the parent brings an attorney.
 - (2) The district will provide the parent with an opportunity for the parent to discuss the hearing request and related facts so that the district has an opportunity to resolve the dispute.
 - (3) The district and parent may agree in writing to waive the resolution meeting. If so, the 45 day hearing timeline will begin the next business day, unless the district and parent agree to try mediation in lieu of the resolution session.

17. Time Limitations and Exception

- a. A parent must request a due process hearing within two years after the date of the district act or omission that gives rise to the parent's hearing request.
- b. This timeline does not apply to a parent if the district withheld relevant information from the parent or incorrectly informed the parent that it had resolved the problem that led the parent's hearing request.

18. Hearing Costs

- The district reimburses ODE for costs related to conducting the hearing, including pre-hearing conferences, scheduling arrangement and other related matters.
- b. The district provides the parent with a written or, at the option of the parent, an electronic verbatim recording of the hearing, within a reasonable time of the close of the hearing

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c. The district does not use IDEA funds to pay attorney's fees or other hearing costs.	
19. Discipline and Placement in Interim Alternative Setting	
See Board policy JGDA, - Discipline of Students with Disabilities.	Deleted: /JGEA
Special Education - Procedural Safeguards** – IGBAG-AR 10-10	
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Springfield School District 19

Code: IGBB Adopted: 6/25/07 Revised/Readopted: 6/22/20 Orig. Code: IGBB

Talented and Gifted Program

The district is committed to an educational program that recognizes, identifies and serves the unique needs of talented and gifted students. Talented and gifted students are those who have been identified as academically talented and/or intellectually gifted.

The Board directs the superintendent to develop a written identification process for identifying academically talented and intellectually gifted students in grades K through 12.

A written plan shall be developed that identifies programs or services needed to address the assessed levels of learning and accelerated rates of learning of identified students and provides an opportunity for the student's parents to discuss with the district the programs and services available to the student and to provide input on the programs and services to be made available to the student.

The district may also identify and provide programs for students who demonstrate creative abilities, leadership abilities or unusual abilities in visual or performing arts.

END OF POLICY

Legal Reference(s):

ORS 343.391 - 343.401 ORS 343.407 - 343.413

OAR 581-022-2325 OAR 581-022-2330 OAR 581-022-2500

Senate Bill 486 (2021)

AGREEMENT BETWEEN SPRINGFIELD EDUCATON ASSOCIATION (SEA) AND SPRINGFIELD SCHOOL DISTRICT NO. 19

DATE: MAY 09, 2022

RELEVANT DATA:

The District and SEA bargaining teams met beginning in February 2022 to negotiate a successor collective bargaining agreement for licensed teaching employees. The new agreement will be effective July 1, 2022 – June 30, 2025. The school board is being asked to approve the new three-year agreement. Dustin Reese is available for questions.

RECOMMENDATION:

It is recommended that the Board of Directors approve the new three-year agreement between Springfield School District No. 19 and Springfield Education Association, effective July 1, 2022 through June 30, 2025.

SUBMITTED BY: APPROVED BY:

Dustin Reese Todd Hamilton
Director of Human Resources Superintendent