



Hillsboro School District 1J

October 23, 2018
Board Meeting

Board of Directors

Lisa Allen • Martin Granum • Erika Lopez • Yadira Martinez • Jaci Spross • Kim Strelchun • Mark Watson

Student Representatives to the Board of Directors

Jessica Jose-Nickerson • Samanta Vega Contreras

HILLSBORO SCHOOL DISTRICT 1J BOARD OF DIRECTORS
Administration Center, 3083 NE 49th Place, Hillsboro, OR

Board Meeting Agenda
October 23, 2018
5:15 PM

Please note that the estimated times listed below for specific agenda items are subject to change; if audience members wish to be present for specific agenda items, they are encouraged to arrive at least 15 minutes prior to the estimated time.

1. 5:00 PM - Board Member Technology Updates
2. 5:15 PM - Work Session
 - A. Budget Committee Selection Process 6
Presenter: Michelle Morrison
Time: 5:15 PM, 5 minutes
 - B. Teaching and Learning Report: Special Programs and Inclusive Schools 8
Presenter: Elaine Fox, Sarah Crane, Wendy Ramos, Matt Nova
Time: 5:20 PM, 30 minutes
 - C. Bond Update 9
Presenter: Adam Stewart
Time: 5:50 PM, 10 minutes
 - D. Discuss Intergovernmental Agreement with the City of Hillsboro 10
Presenter: Don Wolff
Time: 6:00 PM, 15 minutes
 - E. Legislative Priorities Input and Planning 22
Presenter: Beth Graser
Time: 6:15 PM, 10 minutes
 - F. Discuss 2018-19 Board Goals 23
Presenter: Lisa Allen
Time: 6:25 PM, 5 minutes
 - G. Policy Discussion 24
Presenter: Mike Scott, Casey Waletich, Dayle Spitzer, Kona Lew-Williams,
Michelle Morrison
Time: 6:30 PM, 10 minutes
 - H. Discussion Time
Time: 6:40 PM, 10 minutes
 1. OSBA Conference Planning
Presenter: Lisa Allen
 2. Discussion Time
 - I. Recess Board Meeting
Time: 6:50 PM
3. 7:00 PM - Regular Session
 - A. Call to Order and Flag Salute
Presenter: Lisa Allen
Time: 7:00 PM, 5 minutes
 - B. Recognition / Student Presentation

1. OSBA Presentation of Scholarship Funds (Promise Scholarship Program)	26
Presenter: Lisa Allen, Kristen Miles	
Time: 7:05 PM, 10 minutes	
C. Approval of Agenda	
Time: 7:15 PM	
D. Audience Time	
Time: 7:15 PM, 10 minutes	
E. Reports and Discussion	
1. NWRESD Update	27
Presenter: Lisa Poehlitz	
Time: 7:25 PM, 10 minutes	
2. October 1 Enrollment Report (<i>see written report</i>)	28
Presenter: Kona Lew-Williams, Michelle Morrison	
Time: 7:35 PM, 5 minutes	
3. Strategic Plan Goals Update	30
Presenter: Mike Scott	
Time: 7:40 PM, 15 minutes	
4. Financial Report (<i>see written report</i>)	31
Presenter: Michelle Morrison	
Time: 7:55 PM, 5 minutes	
5. Policies - First Reading	
<i>Policies that are scheduled for first reading are included in the Board meeting packet. Staff members will not formally present the first reading of policies, unless the Board requests information that is not already included in the Board meeting packet. If no public comments or questions are received regarding these policies during the review period, they may be placed on the consent agenda for approval during the next regular meeting.</i>	
Time: 8:00 PM, 10 minutes	
a. Policy EHA: Health Insurance Portability and Accountability Act	36
Presenter: Michelle Morrison	
b. Policies Related to Safety and Security	39
1. EB: Safety Program	41
Presenter: Casey Waletich	
2. EBAC: Site Safety Committees	42
Presenter: Casey Waletich	
3. EBC/EBCA: Emergency Procedures and Disaster Plans	43
Presenter: Casey Waletich	
4. EBCB: Emergency Drills and Instruction	44
Presenter: Casey Waletich	
5. EBCC: Hazardous Threats (<i>delete</i>)	46
Presenter: Casey Waletich	
6. EBCD: Emergency School Closures	48
Presenter: Casey Waletich	
7. EC: Management and Inspection of Buildings and Grounds (<i>delete</i>)	49
Presenter: Casey Waletich	
8. ECA: Security of Buildings and Grounds (<i>delete</i>)	50

Presenter: Casey Waletich	
9. ECAA: Access to Buildings Presenter: Casey Waletich	51
10. ECAAA: Employee Identification Badge System (<i>proposed</i>) Presenter: Kona Lew-Williams, Casey Waletich	52
11. ECAB: Vandalism, Malicious Mischief, or Theft Presenter: Casey Waletich	53
12. ECAD: School Resource Officer (<i>delete</i>) Presenter: Casey Waletich	55
13. EI: Risk Management (<i>delete</i>) Presenter: Michelle Morrison	56
14. JFCJ: Weapons in the Schools Presenter: Casey Waletich, Dayle Spitzer	57
15. JFCM: Threats of Violence Presenter: Casey Waletich, Dayle Spitzer	60
16. JH: Student Welfare Presenter: Casey Waletich, Dayle Spitzer	62
17. JHF: Student Safety Presenter: Casey Waletich, Dayle Spitzer	63
18. JHFE: Reporting of Suspected Abuse of a Child Presenter: Casey Waletich, Dayle Spitzer	65
19. JHFE-AR(1): Reporting of Suspected Abuse of a Child Presenter: Casey Waletich, Dayle Spitzer	67
20. JHHA: Crisis Prevention and Response (<i>delete</i>) Presenter: Casey Waletich, Dayle Spitzer	70
21. KK: Visitors to District Facilities (<i>delete current version; adopt proposed new version</i>) Presenter: Casey Waletich, Dayle Spitzer	72
22. KN: Relations with Law Enforcement Agencies Presenter: Casey Waletich, Dayle Spitzer	75
F. Consent Agenda	
<i>Consent agenda items are distributed to Board members in advance for study, and enacted with a single motion.</i>	
Time: 8:10 PM, 5 minutes	
1. Approve Minutes of September 11, 2018, Board Meeting	76
2. Approve Minutes of September 25, 2018, Board Meeting	79
3. Approve Routine Personnel Matters	87
4. Accept Gifts and Donations	89
G. Action Items	
1. Proclaim American Education Week Presenter: Lisa Allen Time: 8:15 PM, 5 minutes	90
2. Appoint Budget Committee Members Presenter: Michelle Morrison	92

- Time: 8:20 PM, 5 minutes
3. Adopt 2018-19 Board Goals 94
Presenter: Lisa Allen
Time: 8:25 PM, 5 minutes
4. Award Security Systems Implementation Contract for Century High School, Hillsboro High School, Brown Middle School, Poynter Middle School, South Meadows Middle School, and Miller Big Picture to Reece Complete Security Solutions 95
Presenter: Casey Waletich / Adam Stewart / Don Wolff
Time: 8:30 PM, 5 minutes
5. Authorize the Approval of Intergovernmental Agreement with the City of Hillsboro 96
Presenter: Don Wolff
Time: 8:35 PM, 5 minutes
- H. HCU / HEA Reports
Time: 8:40 PM, 5 minutes
- I. Discussion Time
Time: 8:45 PM, 20 minutes
1. Student Representatives' Time
 2. Superintendent's Time
 3. Board of Directors' Time
- J. Executive Session
If needed, the Board may wish to go into executive session to discuss matters according to ORS 192.660. (Only used if the Board needs to come back to the regular session to take action.)
- K. Adjourn Regular Session
Time: 9:05 PM
4. Next Meetings of the Board of Directors
- November 13, 2018, Regular Session
 - December 11, 2018, Regular Session

The complete Board meeting packet may be downloaded from the District website at: <https://www.hsd.k12.or.us/board>.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
BUDGET COMMITTEE SELECTION PROCESS

SITUATION

State law and policy DBEA provide for the establishment of a Budget Committee to review the District's proposed budget. The Hillsboro School District Budget Committee consists of seven members appointed by the Board, plus the seven elected Board members. To be eligible for appointment, Budget Committee members must live and be registered to vote in the District, and must not be officers, agents, or employees of the District. The appointed positions are for three-year terms, with staggered expiration dates.

Two Budget Committee positions will be filled in October 2018.

Position	Expires	Member through June 30, 2018	Notes
3	June 30, 2021	Nina Carlson	Ms. Carlson was reappointed to a three-year term in 2015.
4	June 30, 2021	Elizabeth Christensen	Ms. Christensen was appointed in 2017 to fill the final year of this term, as a result of the previous incumbent's election to the Board of Directors.*

*Oregon law provides that if an appointive member is unable to serve the full term for which the member was appointed, or an appointive member resigns prior to completion of the term, the governing body shall fill the vacancy by appointment for the unexpired term (ORS 294.414).

Vacancies on the Budget Committee were publicly announced in June, and applications were received through September 4. The following candidates submitted applications:

- Nina Carlson (request for reinstatement)
- Elizabeth Christensen (request for reinstatement)
- Kyle Taylor (new application)

On September 25, Board members reviewed the Budget Committee applications, and applicants had an opportunity to be introduced to Board members and share their reasons for applying to serve on the committee. During tonight's work session, the Board is scheduled to select candidates, who will be officially appointed during the tonight's regular session.

RECOMMENDATION

The Superintendent recommends that the Board of Directors identify the candidates to be appointed to the Budget Committee during the regular session.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
TEACHING AND LEARNING REPORT:
SPECIAL PROGRAMS AND INCLUSIVE SCHOOLS

SITUATION

Throughout the year, the Board will be presented with program information related to the District's teaching and learning work. Tonight's report will provide information regarding how the District serves students with Individualized Education Plans (IEP's)

RECOMMENDATION

The Superintendent recommends that the Board of Directors listen to this report and ask any questions they may have.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
BOND UPDATE: 2019 ELEMENTARY SCHOOL BOND PROJECTS

SITUATION

The District's Capital Projects Officer will provide an update on activities that are currently taking place to prepare for summer 2018 bond construction projects. He will present the up-to-date project list and calendar, information regarding the initial Citizens' Bond Oversight Committee, and information regarding the progress of other bond projects.

The District's Capital Projects Officer will provide an update and overview of 2019 elementary school bond projects. These projects include:

- 1) Replacement of Brookwood Elementary School
- 2) Possible Construction of Elementary School #28 in North Plains
- 3) Eastwood Elementary School improvements, including new gymnasium and modular classroom building
- 4) Mooberry Elementary School improvements, including new gymnasium and modular classroom building
- 5) Lenox Elementary School improvements, including parent/bus drop-off improvement.
- 6) West Union Elementary School improvements
- 7) Jackson Elementary School parent/bus drop-off and relocation of Jacob's Field

RECOMMENDATION

The Superintendent recommends that the Board of Directors listen to this report and ask any questions they may have.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
DISCUSS INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HILLSBORO

SITUATION

The Hillsboro School District has, as one of its 2017 bond projects, committed to build a District-owned fiber network that will connect all District schools and support facilities. A fiber network provides the essential pathways to connect schools and support facilities together for essential operations of phone systems, environmental control communication, and access to the Internet and digital applications and resources.

Currently, the City of Hillsboro is also beginning the construction of a Fiber to the Premises (FTTP) project whose backbone fiber paths will align with the School District's build.

The City and the District have been working together to align their work, share pathways and the responsibility for maintaining the completed network, and share the financial burden where possible. In order to move forward with this cooperative work, an intergovernmental agreement (IGA) has been drafted, defining the shared responsibilities and how the two entities will work together.

Specifically, the District and the City will agree to the following, through the execution of this IGA:

- 1) The Hillsboro School District will pay for the backbone construction where it is needed.
- 2) The City of Hillsboro can increase the amount of fiber being constructed and pay for the additional construction costs.
- 3) The Hillsboro School District cedes management of all fiber being built to the City of Hillsboro for the length of the IGA.
- 4) The City of Hillsboro will manage and maintain all aspects of the fiber network, including locates, breaks and fixes, and all other components that come with owning a large fiber installation.
- 5) The Hillsboro School District will retain complete control of 12 strands of fiber throughout the network for use as the District sees fit.

This IGA has been reviewed and approved by the District's legal counsel, and input and guidance have been received from the bond finance attorneys who oversee the implementation of the District's bond. During this evening's regular session, the Board will be asked to authorize the Superintendent to sign this agreement on behalf of the District.

RECOMMENDATION

The Superintendent recommends that the Board of Directors listen to this report and ask any questions they may have.



INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between the City of Hillsboro, a municipal corporation of the State of Oregon ("City"), and the Hillsboro School District ("District").

RECITALS

Whereas, the Hillsboro School District desires to build a fiber optic network connecting all its facilities; and

Whereas, the City of Hillsboro desires to build a fiber optic cable network capable of reaching every building within the city; and

Whereas, both recognize the value in cooperating on the construction and operation of the fiber networks to minimize duplicated efforts and costs; and

Whereas, the Hillsboro School District does not desire to operate and maintain a fiber network once completed; and

Whereas, the Hillsboro School District will pay for cost of building the network to meet their requirements and the City of Hillsboro will pay any cost increases resulting from expanding the design to meet City requirements.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1) **Start and End dates.**

The **effective date** of this Agreement is: the last date signed by the parties below. This Agreement shall continue until June 30, 2038. Agreement may be terminated earlier, or term may be extended, as provided in this Agreement.

2) **Agreement documents.**

This Agreement consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence. The Exhibits to this contract are:

- Exhibit A: Map of fiber path.
- Exhibit B: List of each school facility to be served

3) **Responsibilities of the Parties.**

a) City of Hillsboro Responsibilities:

- Provide design, engineering, and construction management services for the initial build of a network to provide for the fiber optic cable connectivity of every District facility listed in Exhibit B according to a final design approved by the District (the "Network").
- Maintain and operate the entire backbone of the Network infrastructure including all conduit, junction boxes, aerial connections, fiber cabling, and splice enclosures. This will include providing services such as locates, repairing damaged infrastructure, and tree

trimming. The City's responsibility for maintaining and operating the backbone of the Network infrastructure as described above will end at the property line of each District facility described in Exhibit B, provided that the City's responsibility for maintaining the fiber cabling will end at the fiber distribution unit installed in each facility. City shall have no responsibility for providing, running or maintaining an actual data network used by the District Facilities.

- Payment of all costs associated with maintaining and operating the backbone of the Network Infrastructure including costs for materials, labor and right-of-way fees, provided that City's payment obligations shall not extend to any costs to repair damages that result directly from any act or omission by the District, its officers, employees or agents.
- Subject to agreement by the Parties regarding cost and design, provide design, engineering, and construction management services for extending the Network to future District facilities.
- Pay for the portion of the Network construction costs resulting from City requirements in excess of District requirements.
- Ensure that the District has access to at least twelve strands of usable fiber cable at each location and throughout the designed network.
- Within thirty (30) days of receiving an invoice from the District, pay the City's portion of the Network construction costs resulting from building the Network to meet City Requirements.

b) Hillsboro School District Responsibilities:

- Coordinate with City to approve final Network design. District's approval of the final design of the Network shall not be unreasonably withheld.
- Provide a physical path on District property to connect the Network from the right of way into an appropriately equipped and maintained telecommunications room at each District facility listed in Exhibit B.
- Providing, running and maintaining a data network, which includes but is not limited to all equipment, employees, contractors and expertise, on the Network.
- Coordinate with the City on the design of future District facilities to ensure they can be connected to the Network in an efficient and timely manner, if the District so desires for such connection to occur.
- Subject to agreement by the Parties regarding cost and design, pay for the portion of any construction costs resulting from extending the Network to future District facilities.
- Provide an invoice to the City for its portion of the Network construction costs.

4) **Compliance with applicable laws.**

Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap. In addition, each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

5) **Recitals.**

The recitals above are incorporated herein as if fully set forth.

6) **Independent Contractor.**

Each party is an independent contractor with regard to each other party and agrees that the performing party has no control over the work or the manner in which it is performed. No party is an agent or employee of any other. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and

each party hereby specifically disclaims any such relationship.

7) **Ownership.**

The City and District will own a proportional share of the backbone of the Network infrastructure based on the total strand count allocated to the City or the District. The District will have twelve stands allocated. The City's count is dependent on the final network design.

8) **Termination.**

a) Termination for convenience.

This Agreement may be terminated at any time by the mutual consent of the Parties. In addition, this Agreement may be terminated, with or without cause and at any time, by a party by providing 180 days' written notice of intent to the other party.

If either party terminates for convenience, ownership of the backbone of the Network infrastructure will be conveyed to the other party, and they will be responsible for all operation and maintenance of the backbone moving forward. Thereafter, the non-terminating party may take whatever action necessary to protect the backbone of the Network infrastructure for its continued use, including, but not limited to removing cables that the terminating party used previously. The terminating party will have no right to any repayment of any funds. If City terminates prior to it making any payment required by paragraph 3(a) above, City shall within thirty (30) days of providing its termination notice, pay to District the City's portion of any construction costs incurred prior to or on the termination date as well as reasonable expenses associated with winding down the project. Upon receiving City's termination notice, District shall immediately cease any uncompleted work other than winding down the project as necessary to permit the continuation of construction District's portion of the backbone of the Network infrastructure.

b) Termination for cause.

Either party may terminate this Agreement, in whole or in part, immediately upon notice, or at such later date as may be established in such a notice, to the other party upon the occurrence of the following events: One party commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Agreement, fails to perform the work or services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work or services as to endanger the performance under this Agreement in accordance with its terms.

9) **Changes.**

Modifications to this Agreement are valid only if made in writing and signed by all parties.

10) **Indemnification.**

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that party or its officers, employees or agents.

11) **Action, suits or claims.**

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement.

12) **Insurance.**

Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the

duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

13) **No Third Party Beneficiaries.**

Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

14) **Remedies, non-waiver.**

The remedies provided under this Agreement shall not be exclusive. The parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

15) **Oregon law, Dispute Resolution and Forum.**

This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen (14) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

16) **Assignment.**

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party or parties.

17) **Severability/Survival of terms.**

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

18) **Force Majeure.**

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, other acts of nature or acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

19) **Interpretation of Agreement.**

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

20) **Integration.**

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or

communications of every kind on the subject.

21) **Other Necessary Acts.**

The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

- 22) **Notice.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing, postage prepaid, to City or the District at the address or number set forth below.

City:	City of Hillsboro
Contact Name:	Greg Mont
Title:	Information Services Director
Department:	Information Services
Contact Phone:	503-681-5401
Contact Address:	150 E Main St
Contact Email:	Greg.Mont@Hillsboro-Oregon.gov
Hillsboro School District:	Hillsboro School District
Contact Name:	
Title:	
Department:	
Contact Phone:	
Contact Address:	
Contact Email:	

23) **Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

All of the aforementioned is hereby agreed upon by the parties and executed by the duly authorized representatives of the parties signing on the next page.

|

The City and the District hereby agree to all provisions of this Agreement:

FOR THE CITY:

FOR HILLSBORO SCHOOL DISTRICT

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date

Date

Exhibit A: Map of Fiber Path

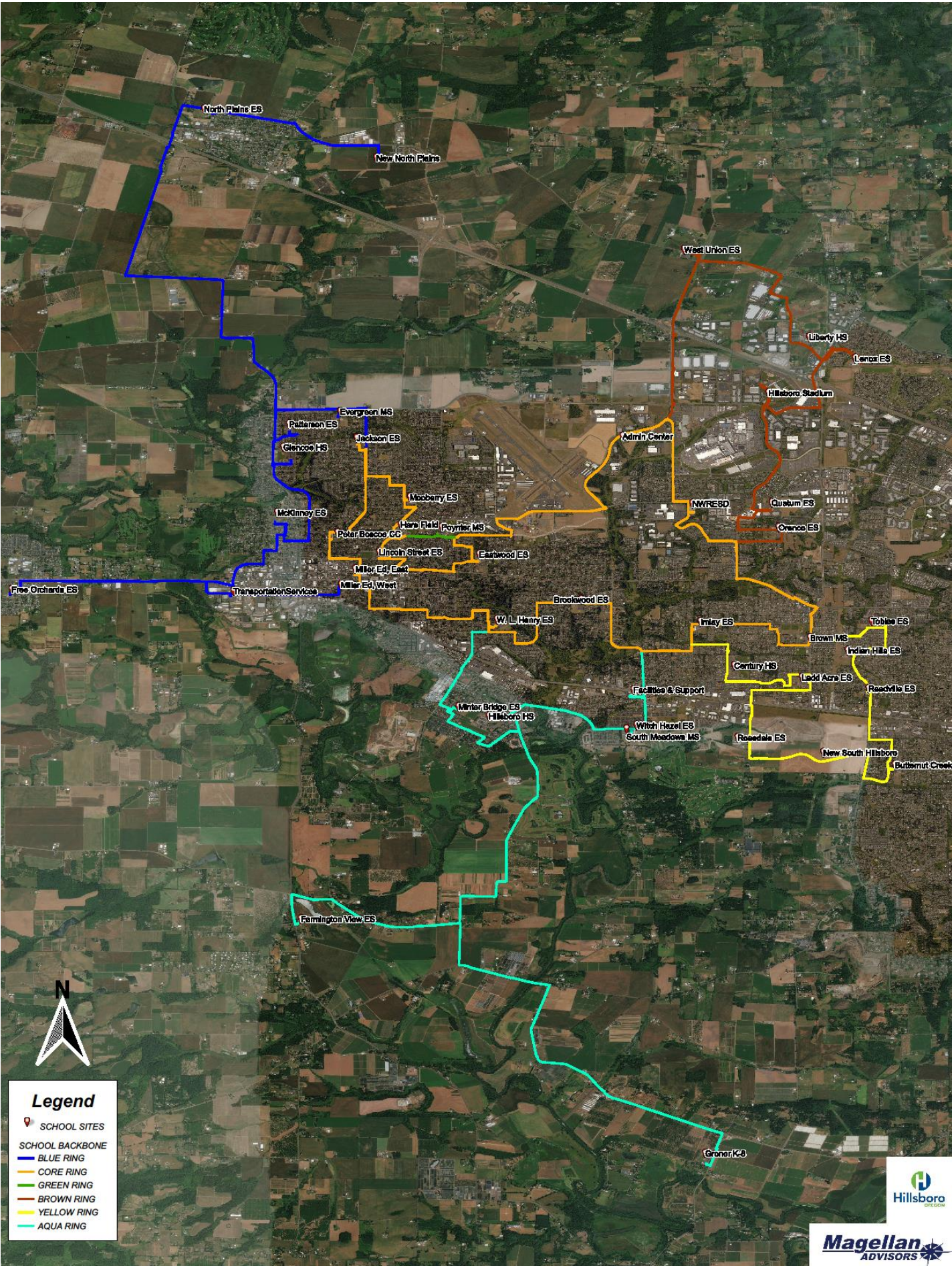


Exhibit B: List of each school facility to be served.

Administration Center

3083 NE 49th Place
Hillsboro, OR 97124

Facilities & Support Services

4901 SE Witch Hazel Rd.
Hillsboro, OR 97123

Transportation Services

1220 SW Walnut St.
Hillsboro, OR 97123

Hare Field

1151 NE Grant St.
Hillsboro, OR 97124

Hillsboro Online Academy

(HOA, grades 3-12) and
Peter Boscow Conf. Ctr.
452 NE 3rd Ave.
Hillsboro, OR 97124

NWRES D

5825 NE Ray Cir
Hillsboro, OR 97124

HIGH SCHOOLS

Century

2000 SE Century Blvd.
Hillsboro, OR 97123

Glencoe

2700 NW Glencoe Rd.
Hillsboro, OR 97124

Hilhi

3285 SE Rood Bridge Rd.
Hillsboro, OR 97123

Liberty

7445 NE Wagon Dr.
Hillsboro, OR 97124

Miller Education Ctr. West

440 SE Oak St.
Hillsboro, OR 97123

Miller Education Ctr. East

215 SE 6th Ave.
Hillsboro, OR 97123

MIDDLE SCHOOLS

Brown

1505 SE Cornelius Pass Rd.
Hillsboro, OR 97123

Evergreen

456 NE Evergreen Rd.
Hillsboro, OR 97124

Groner K-8

23405 SW Scholls Ferry Rd.
Hillsboro, OR 97123

J.W. Poynter

1535 NE Grant St.
Hillsboro, OR 97124

South Meadows

4690 SE Davis Rd.
Hillsboro, OR 97123

Miller Education Ctr. (7/8)

560 SE 3rd Ave.
Hillsboro, OR 97123

ELEMENTARY SCHOOLS

Brookwood

3960 SE Cedar St.
Hillsboro, OR 97123

Butternut Creek

20395 SW Florence St.
Aloha, OR 97078

Exhibit B: List of each school facility to be served.

Eastwood

2100 NE Lincoln St.
Hillsboro, OR 97124

Farmington View

8300 SW Hillsboro Hwy.
Hillsboro, OR 97123

Free Orchards

2499 S Beech St.
Cornelius, OR 97113

W.L. Henry

1060 SE 24th Ave.
Hillsboro, OR 97123

Imlay

5900 SE Lois St.
Hillsboro, OR 97123

Indian Hills

21260 SW Rock Rd.
Aloha, OR 97003

Jackson

675 NE Estate Dr.
Hillsboro, OR 97124

Ladd Acres

2425 SE Cornelius Pass Rd.
Hillsboro, OR 97123

Lenox

21200 NW Rock Creek Blvd.
Portland, OR 97229

Lincoln Street

801 NE Lincoln St.
Hillsboro, OR 97124

W. Verne McKinney

535 NW Darnielle St
Hillsboro, OR 97124

Minter Bridge

1750 SE Jacquelin Dr.
Hillsboro, OR 97123

Mooberry

1230 NE 10th Ave.
Hillsboro, OR 97124

North Plains

32030 NW North Ave.
North Plains, OR 97133

Orencia

7050 NE Birch St.
Hillsboro, OR 97124

Paul L. Patterson

261 NE Lenox St.
Hillsboro, OR 97124

Quatama

6905 NE Campus Way
Hillsboro, OR 97124

Reedville

2695 SW 209th Ave.
Aloha, OR 97003

Rosedale

3901 SE 67th Ave.
Beaverton, OR 97078

L.C. Tobias

1065 SW 206th Ave.
Aloha, OR 97003

West Union

23870 NW West Union Rd.
Hillsboro, OR 97124

Witch Hazel

4950 SE Davis Rd.
Hillsboro, OR 97123

Exhibit B: List of each school facility to be served.

New North Plains

TBD

New South Hillsboro

TBD

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
LEGISLATIVE PRIORITIES INPUT AND PLANNING

SITUATION

In February 2019, elected officials in Oregon will enter into a full legislative session. Within this session, they will determine the budget allocation for K-12 education over the 2019-21 biennium and will consider hundreds of changes to existing law, some of which will directly impact the Hillsboro School District.

So that Board Members can talk to elected officials and advocate for funding and other matters of importance to the District, a slate of Legislative Priorities will be created and acted upon in advance of the session.

This fall, a subcommittee of the Board is convening outside of existing work and regular session meetings to devote additional time to familiarizing themselves with District needs and priorities, as well as likely legislation that may surface during the session. Information gathered and discussed during these meetings will be used to create the set of Legislative Priorities that will be presented to the full Board for first reading in November and adoption in December.

The preliminary recommendations of the subcommittee will be shared during this evening's meeting.

RECOMMENDATION

The Superintendent recommends that the Board of Directors listen to this update and provide any input they have to the development of 2019-21 Legislative Priorities.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
DISCUSS 2018-19 BOARD GOALS

SITUATION

The ongoing duties of the Board include resource allocation, formulating policy, and interacting with the community in support of the District mission. During the September 11 and 25 Board work sessions, the Board discussed goals for the 2018-19 school year. Based on these discussions, the following goals have been drafted.

Proposed Board goals for 2018-19, moving into 2019-20

- The Board will have an intentional and advertised presence at all of the Superintendent's coffee chats that are scheduled during the spring season of 2019; Board members are also encouraged to attend school and district events throughout the year, including choir performances, athletic events, etc.
- Board and / or Advocacy Committee members will:
 - Meet with all State legislators within the District boundaries, participating in 14 documented meetings:
 - Senate Districts: 12, 13, 14, 15, 16, 17, 18, 19
 - House Districts: 24, 26, 28, 29, 30, 34
 - Participate in orchestrated revenue reform lobbying (emails, calls, visits)
This work can include OSBA*-directed advocacy
(*Oregon School Boards Association)
- The Board will seek 360-degree feedback in the summer / fall 2020 evaluation process

The Board is scheduled to discuss the draft goals during this evening's work session, and adopt their goals during this evening's regular session.

RECOMMENDATION

The Superintendent recommends that the Board of Directors discuss their goals for 2018-19.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
POLICY DISCUSSION

SITUATION

Hillsboro School District has contracted with Oregon School Boards Association (OSBA) to review the District's policy manual, with a goal of reviewing and updating the entire manual within a period of 12 to 18 months. The policies will be scheduled for first reading and approval during regular Board meeting sessions, with additional time for discussion scheduled during work sessions.

Policy language must meet the following criteria:

1. Legally mandated or legally wise
2. Harmonize with District's existing collective bargaining agreements
3. Reflect current District practice

The following policies will be presented this evening for first reading:

- EB: Safety Program
- EBAC: Site Safety Committees
- EBC/EBCA: Emergency Procedures and Disaster Plans
- EBCB: Emergency Drills and Instruction
- EBCC: Hazardous Threats (delete)
- EBCE: Emergency School Closures
- EC: Management and Inspection of Buildings and Grounds (delete)
- ECA: Security of Buildings and Grounds (delete)
- ECAA: Access to Buildings
- ECAAA: Employee Identification Badge System (proposed new policy)
- ECAB: Vandalism, Malicious Mischief, or Theft
- ECAD: School Resource Officer (delete)
- EI: Risk Management (delete)
- JFCJ: Weapons in the Schools
- JFCM: Threats of Violence
- JH: Student Welfare
- JHF: Student Safety
- JHFE: Reporting of Suspected Abuse of a Child
- JHFE-AR(1): Reporting of Suspected Abuse of a Child
- JHHA: Crisis Prevention and Response (delete)
- KK: Visitors to District Facilities (delete current version; adopt proposed new version)
- KN: Relations with Law Enforcement Agencies

RECOMMENDATION

The Superintendent recommends that the Board of Directors ask any questions they may have regarding the first reading of these policies.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
RECOGNITION: OREGON SCHOOL BOARDS ASSOCIATION
PRESENTATION OF SCHOLARSHIP FUNDS
(PROMISE SCHOLARSHIP PROGRAM)

SITUATION

In June 2017, the Hillsboro School District Board of Directors approved the decision to participate in the Oregon School Boards Association (OSBA) Promise Scholarship Program, a training program for school boards that, upon completion, provides a \$5000 scholarship for district students. Throughout the 2017-18 school year, the Board participated in the program, which includes the following components:

- Superintendent evaluation
- Board self-evaluation
- Boardsmanship training series
- Board project (HSD's selected project was community engagement)

On September 11, the Board completed the program, and this evening a representative of OSBA will present the Board with \$5000 in scholarship funds. On November 13, the Board is scheduled to determine the process and timeline for awarding the scholarship funds.

RECOMMENDATION

The Superintendent recommends that the Board of Directors accept \$5000 in scholarship funds from the Oregon School Boards Association.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT UPDATE

SITUATION

Lisa Poehlitz represents Hillsboro School District on the Northwest Regional Education Service District (NWRES D) Board of Directors. This evening, Director Poehlitz will provide an update on the work of the ESD.

RECOMMENDATION

The Superintendent recommends that the Board of Directors listen to this report and ask any questions they may have.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
OCTOBER 1, 2018, ENROLLMENT REPORT

SITUATION

On October 1, 2018, the Hillsboro School District had 20,355 registered students. This is a decrease of 18 students from October 2, 2017, and represents a 0.09 percent decrease in student growth.

Level	10/1/2018	Student Growth	Percentage Growth
Kinder	1,573	23	1.48
Grades 1-6	9,578	-19	-0.20
Grades 7-8	3,087	-57	-1.81
Grades 9-12	6,117	35	0.58
TOTALS	20,355	-18	-0.63

Over the past 14 years, the District has experienced gradual and sustained growth. From October 1, 2004, to October 1, 2018, the Hillsboro School District has grown by 1,012 students or 5.2 percent.

HISTORICAL DATA

Date	Total Enrollment
October 1, 2004	19,343
October 1, 2005	19,568
October 2, 2006	19,942
October 1, 2007	19,959
October 1, 2008	20,206
October 1, 2009	20,375
October 1, 2010	20,499
October 1, 2011	20,571
October 1, 2012	20,505
October 1, 2013	20,760
October 1, 2014	20,719
October 1, 2015	20,654
October 3, 2016	20,502
October 2, 2017	20,373
October 1, 2018	20,355

Allocated staffing ratios for October 1, 2011, through October 1, 2018, are shown below.

	Allocated 10/1/11	Allocated 10/1/12	Allocated 10/1/13	Allocated 10/1/14	Allocated 10/1/15	Allocated 10/3/16	Allocated 10/2/17	Allocated 10/1/18
K-6	29:1	30.5:1	30:1	K: 26:1 1-2: 28:1 3-6: 29:1	*K: 26:1 1-2: 28:1 3-6: 29:1	K: 26:1 1-2: 28:1 3-6: 29:1	K: 26:1 1-2: 28:1 3-6: 29:1	K: 26:1 1-2: 28:1 3-6: 29:1
7-12	29:1	30.5:1	30:1	29:1	29:1	29:1	29:1	29:1

* First year of full-day Kindergarten

The table below shows race percentages of student enrollment for school years 2014-15 through October 1, 2018.

Race	Percentage 2014-15	Percentage 2015-16	Percentage 2016-17	Percentage 2017-18	Percentage 2018-19
Asian	6.43%	6.51%	6.69%	6.74%	6.72%
African American	2.31%	2.17%	2.28%	2.18%	2.28%
American Indian/Alaskan Native	0.72%	0.67%	0.70%	0.69%	0.68%
Native Hawaiian/Other Pacific Islander	0.73%	0.78%	0.76%	0.74%	0.72%
Multiple	5.19%	5.59%	5.96%	6.44%	6.5%
White	48.92%	47.86%	47.15%	46.14%	45.73%
Hispanic	35.69%	36.42%	36.46%	37.07%	37.38%

RECOMMENDATION

The Superintendent recommends that the Board of Directors review and discuss this enrollment report.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
STRATEGIC PLAN GOALS UPDATE

SITUATION

This is year three of the District's current five-year Strategic Plan, which focuses on maximizing the student experience and has as its overall objective ensuring that all students graduate with career- and college-readiness skills.

Staff have identified six SMART goals for the 2018-19 school year to advance the District's efforts toward its strategic objective:

- Community
 - Train 100% of secondary school administrators, counselors, and graduation coaches to use our student information system and data warehouse to identify which students are known by name, strength, and need by spring 2019.
 - Increase by 10% the number of students participating in career-related internships by spring 2019.
- Culture
 - Offer professional development regarding trauma-informed practices to all staff, with a goal of growing the skill set of 200 classified staff, by spring 2019.
 - Increase by 5% the number of students in historically underserved groups on track to graduate in 9th grade (achieving at least 6 credits) in 2018-19 vs. 2017-18.
- Career
 - Increase SBAC math scores by 3% overall and 5% for historically underserved groups in 2018-19 vs. 2017-18.
 - Increase by 5% the number of highly effective instructional strategies used in classrooms from fall 2018 to spring 2019.

Updates on the progress toward each of these goals will be presented.

RECOMMENDATION

The Superintendent recommends that the Board of Directors listen to this update and ask any questions they may have.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
FINANCIAL REPORT

Business Office – General Update. The Business Office collaborates with all departments in the District Office to provide a system of support for schools, so that principals can focus their attention on instructional leadership. Financial reports in upcoming months will feature examples of this collaboration, which promotes a culture of continuous improvement, learning, and responding to the changing needs of schools.

Example 22: Operations Leadership – Operational Equity Training.

Operations Professional Learning Communities (PLCs) will collectively review and discuss the *Paper Tigers* documentary to better understand the focus on trauma informed care. The Operations PLCs will discuss methods for principals to give candid feedback about operational activities that may inhibit equity work in schools.

Finance Team – Accounts Payable, Banking, and Student Body Accounting. Fiscal Planning Specialist Jennifer Zavatsky has been working with office managers and bookkeepers to maintain alignment with best practices. Evergreen Middle School is the first secondary school to transition its student body account from an outside bank to a District account, with internal account tracking in the District financial software, Infinite Visions. Student body accounts for elementary schools were transitioned last year in an effort to streamline accounting at the school level and provide a clear centralized view of school activities and controls. Funds raised by students will continue to be maintained at the school level in Infinite Visions and can be carried over from year to year.

Finance Team – Financial Reporting and Grants. Manager of Business Services Jeff Jones has been focused on working with the District's independent audit team from Grove, Swank, and Mueller, P.C., during the final fieldwork, and preparing the 2017-18 Comprehensive Annual Financial Report (CAFR). Mr. Jones anticipates that, in spite of the new reporting requirements, the CAFR will be completed and adopted by the Board in December.

Fiscal Planning Specialist Christy Woodard continues to support federal program coordinators (i.e., Title I, Title II, IDEA, and Nutrition Services) with reporting actuals, collecting reimbursements, and budget guidance. In addition to being a key member of a new revenue watch team, which includes Communications and Office for School Performance staff, Ms. Woodard is also working to identify potential opportunities with local partners.

Payroll Team and Employee Benefits. Payroll Supervisor Kim Grannis and the Payroll team have resumed collaboration with Transportation staff members on the TimeClock Plus payroll data automation project. The project was placed on hold while the September payroll was being processed, but the TimeClock Plus project team is now moving forward with test configurations of the time clock software and financial system.

Benefits Supervisor Lynette Coffman and the Benefits team provide information about insurance plans, supplemental benefits, and technical support to District employees. The licensed and classified internal insurance pools, which help reduce family out-of-pocket costs, involve complex calculations of employees' monthly payroll premium deductions and may require final adjustments. The Oregon Employee Benefits Board deadline for making plan corrections and adjustments is October 31, 2018.

Workers' Compensation Report. In order to ensure accurate reports to the Board, and allow adequate time for the claims submitted each month to be fully processed, there is a one-month delay in reporting workers' compensation claims to the Board. The table below includes workers' compensation claims reported in August 2018.

The District received two (2) worker's compensation claims in August 2018. As of August 31, 2018, there were 21 open claims; 11 were for medical costs only, and 10 included time loss. There were no employees on modified work plans during August.

Workers' Compensation Reports			
	2016-17	2017-18	2018-19
July	3	3	1
August	6	2	2
September	7	6	
October	15	18	
November	17	13	
December	7	11	
January	5	4	
February	11	10	
March	12	11	
April	13	8	
May	10	18	
June	149	8	
Yearly Total:	120	112	3

Student Incident Report. There is a one-month delay in reporting student incidents to the Board, in order to allow adequate time to ensure that these reports are complete and accurate. There were seven (7) student incidents reported in August.

Student Incident Reports						
	2017-18 Total Incidents	Average Incidents Per School Day	Serious Injuries With 911 Transport	2018-19 Total Incidents	Average Incidents Per School Day	Serious Injuries With 911 Transport
July	8	N/A	0	2	N/A	0
August	1	N/A	0	7	N/A	1
September	267	14.0	2			
October	298	14.9	1			
November	191	11.9	0			
December	177	16.1	1			
January	324	16.2	1			
February	192	11.3	2			
March	237	13.9	2			
April	255	12.7	0			
May	363	16.5	1			
June	168	15.3	2			
Yearly Total:	2,481		12	9		1

Vehicle Accidents. There is a one-month delay in reporting vehicle accidents to the Board, in order to allow adequate time to ensure that monthly reports are accurate and complete. There were no bus accidents in August.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
MONTHLY FINANCIAL REPORT - as of September 30, 2018

Revenues	July Actual	August Actual	September Actual	1st Quarter Actual	Fiscal YTD 2018-19	Budget 2018-19	% of 2018-19 Budget Expended	Fiscal YTD 2017-18	% of 2017-18 Budget Expended
Taxes	\$0.00	\$0.00	\$1,669,972.39	\$1,669,972.39	\$1,669,972.39	\$74,411,338.00	2.24%	\$109,310.56	0.16%
Interest	\$40,967.55	\$49,422.27	\$52,715.89	\$143,105.71	\$143,105.71	\$432,960.00	33.05%	\$81,966.99	20.26%
Local Sources	\$3,909.81	\$43,966.22	-\$951.10	\$46,924.93	\$46,924.93	\$1,946,433.00	2.41%	\$171,595.72	9.58%
Total Local	\$44,877.36	\$93,388.49	\$1,721,737.18	\$1,860,003.03	\$1,860,003.03	\$76,790,731.00	2.42%	\$362,873.27	0.50%
County/ESD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,572,545.00	0.00%	\$1,231,316.67	34.64%
State Sources	\$21,003,956.00	\$10,495,597.00	\$10,495,597.00	\$41,995,150.00	\$41,995,150.00	\$129,148,385.00	32.52%	\$42,832,700.76	32.94%
Federal Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	0.00%
Other Sources	\$11.24	\$36,213.24	\$0.00	\$36,224.48	\$36,224.48	\$1,000,000.00	3.62%	\$1,299.83	0.00%
Beginning Balance	\$12,487,099.66	\$0.00	\$0.00	\$12,487,099.66	\$12,487,099.66	\$13,392,374.00	93.24%	\$14,558,454.24	125.52%
Total Revenue	\$33,535,944.26	\$10,625,198.73	\$12,217,334.18	\$56,378,477.17	\$56,378,477.17	\$223,904,035.00	25.18%	\$58,986,644.77	26.98%
Expenditures									
Instruction									
Salaries	\$26,021.45	\$106,295.27	\$6,771,404.35	\$6,903,721.07	\$6,903,721.07	\$73,582,790.06	9.38%	\$6,480,126.87	8.31%
Benefits	\$11,200.22	\$38,470.91	\$3,421,198.59	\$3,470,869.72	\$3,470,869.72	\$39,425,261.32	8.80%	\$2,857,346.21	7.39%
Purchased Service	\$261,414.03	\$191,375.69	\$164,086.75	\$616,876.47	\$616,876.47	\$12,202,173.73	5.06%	\$1,132,357.72	26.94%
Supplies/Materials	\$122,968.56	\$94,896.16	\$207,700.09	\$425,564.81	\$425,564.81	\$3,056,652.63	13.92%	\$471,897.15	24.45%
Capital Purchases	\$0.00	\$700.00	\$0.00	\$700.00	\$700.00	\$0.00	0.00%	\$3,000.00	0.00%
Other	\$71,432.00	\$2,211.25	\$60,273.89	\$133,917.14	\$133,917.14	\$1,064,722.26	12.58%	\$92,659.90	50.25%
Total Instruction	\$493,036.26	\$433,949.28	\$10,624,663.67	\$11,551,649.21	\$11,551,649.21	\$129,331,600.00	8.93%	\$11,037,387.85	8.98%
Support Services									
Salaries	\$1,642,534.02	\$1,786,702.96	\$3,463,804.27	\$6,893,041.25	\$6,893,041.25	\$48,376,347.38	14.25%	\$6,794,743.65	17.10%
Benefits	\$931,620.29	\$965,786.89	\$1,899,362.13	\$3,796,769.31	\$3,796,769.31	\$25,919,785.53	14.65%	\$3,338,967.85	13.41%
Purchased Service	\$1,769,272.93	\$1,020,410.45	\$554,911.76	\$3,344,595.14	\$3,344,595.14	\$8,022,210.02	41.69%	\$3,066,862.75	20.48%
Supplies/Materials	\$338,765.62	\$530,634.65	\$443,990.63	\$1,313,390.90	\$1,313,390.90	\$1,869,430.55	70.26%	\$2,184,561.24	61.40%
Capital Purchases	\$8,283.00	\$78,116.45	\$30,225.75	\$116,625.20	\$116,625.20	\$0.00	0.00%	\$658,886.00	646.21%
Other	\$29,924.20	\$1,185,154.73	\$2,801.20	\$1,217,880.13	\$1,217,880.13	\$840,130.52	144.96%	\$1,125,621.02	76.27%
Total Support	\$4,720,400.06	\$5,566,806.13	\$6,395,095.74	\$16,682,301.93	\$16,682,301.93	\$85,027,904.00	19.62%	\$17,169,642.51	20.26%

<i>Expenditures (continued)</i>	July Actual	August Actual	September Actual	1st Quarter Actual	Fiscal YTD 2018-19	Budget 2018-19	% of 2018-19 Budget Expended	2017-18 Fiscal YTD	% of 2017-18 Budget Expended
Community Services									
Salaries	\$14,305.41	\$14,305.41	\$26,934.44	\$55,545.26	\$55,545.26	\$310,265.99	17.90%	\$70,120.53	22.13%
Benefits	\$6,846.38	\$6,845.82	\$16,771.54	\$30,463.74	\$30,463.74	\$166,238.84	18.33%	\$27,206.11	16.85%
Purchased Service	\$0.00	\$35.73	\$18,245.78	\$18,281.51	\$18,281.51	\$51,451.16	35.53%	\$16,710.96	18.78%
Supplies/Materials	\$0.00	\$85.28	\$0.00	\$85.28	\$85.28	\$12,951.80	0.66%	\$1,974.63	30.41%
Capital Purchases	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,426.21	0.00%	\$0.00	0.00%
Total Community Services	\$21,151.79	\$21,272.24	\$61,951.76	\$104,375.79	\$104,375.79	\$545,334.00	19.14%	\$116,012.23	20.19%
Capital Projects									
Purchased Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Capital Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Total Capital Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Debt Service Payment	\$0.00	\$0.00	-\$35.60	-\$35.60	-\$35.60	\$0.00	0.00%	\$38,205.05	7.23%
Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,999,197.00	0.00%	\$0.00	0.00%
Total Expenditures	\$5,234,588.11	\$6,022,027.65	\$17,081,675.57	\$28,338,291.33	\$28,338,291.33	\$223,904,035.00	12.66%	\$28,361,247.64	12.97%

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
FIRST READING – POLICY EHA:
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

SITUATION

Federal Law requires that school districts fulfill the confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA), and comply with the national electronic transaction standards and applicable requirements for all confidential records and information. Board policy EHA: Health Insurance Portability and Accountability Act is required for school districts that bill for Medicaid or use a contracted service to bill for Medicaid. Revisions to this policy have been recommended by Oregon School Boards Association (OSBA).

RECOMMENDATION

The Superintendent recommends that the Board of Directors review the first reading of policy EHA: Health Insurance Portability and Accountability Act.

Health Insurance Portability and Accountability Act

The District has determined that it meets the definition of a hybrid of covered entities¹ under the Health Insurance Portability and Accountability Act (HIPAA). As the District offers health care provider programs and services that include electronic billing for the reimbursement of services under Oregon Medicaid programs, or contracts with another entity to provide such services, it is subject to HIPAA. ~~self-administers an Internal Revenue Service Section 125 plan, it meets the health plan definition under HIPAA. As a covered entity, the District will meet the requirements of federal law.~~

As a covered entity, the district will meet the national electronic transaction standards and applicable requirements of federal law. In all electronic transactions involving student education records information, the district will adhere to the confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA).

The superintendent will ensure that training is provided to appropriate staff with access to, and responsibility for, electronic transactions of student education record information as required by HIPAA. Notice will be provided to students and parents of their rights pertaining to the disclosure of personally identifiable information, complaint procedures and the district official to contact in the event of questions, as provided in established student education record related Board policies and administrative regulations.

~~Accordingly, the District will safeguard the protected health information of employees from use or disclosure that may violate standards and implementation specifications to the extent required by law. The electronic exchange of financial and administrative transactions related to an employee's protected health information will meet the requirements of HIPAA, including national standards for electronic transactions designed to ensure the security of health information created or received by the District.~~

~~The Superintendent will designate an individual responsible for responding to HIPAA inquiries, complaints, and for providing adequate notice of employee rights and District duties under the health plan provisions of the Act. Notice will include the privacy provisions of the law and uses of employee protected health information and disclosures that may be made by the District.~~

¹ A "covered entity" is an entity subject to HIPAA. These include those entities defined under the Act as a health plan, health-care clearinghouse, health care provider or a hybrid entity. A hybrid of covered entities is a single legal entity that is a covered entity and whose covered functions are not its primary function. Self-insured health plans and Internal Revenue Service Section 125 plans with 50 or more participants operated or maintained by public schools entities are covered health plans for HIPAA privacy rule purposes. Similarly, any provider of services, a provider of medical or health services as defined in section 1861 of the Act (42 U.S.C. § 1395X(s)), and any person or organization who furnishes, bills or is paid for health care in the normal course as defined by 45 C.F.R. § 160.103 is also subject to HIPAA requirements as a health care provider. District's should review their programs and services with their legal counsel in determining HIPAA applicability.

~~Training will be provided to all current staff and new employees determined by the District to have access to the protected health information of employees. Training will be provided within a reasonable period of time after the individual's hiring, and to those employees when their duties may be impacted by a change in the District's policy and/or procedures.~~

~~Employees who believe their privacy rights have been violated may file a complaint in accordance with established District procedures. Complaints may also be filed directly with the U. S. Secretary of Health and Human Services. There shall be no retaliation by the District against any person who files a complaint or otherwise participates in an investigation or inquiry into an alleged violation of an individual's protected privacy rights. All complaints received will be promptly investigated and documented, including their final disposition.~~

~~The Superintendent will ensure that satisfactory assurance has been obtained from any business associate performing HIPAA covered activities or functions on behalf of the District that the protected health information it receives from the District will be protected. Such assurance will be in the form of a written agreement, or may be included as a part of the District's contract with the business associate.~~

~~Employees in violation of this policy or procedures established to safeguard the protected health information of employees will be subject to discipline up to and including dismissal.~~

~~The Superintendent is directed to ensure that an assessment of District operations is conducted to determine the extent of the District's responsibilities as a covered entity under HIPAA and to develop internal controls and procedures necessary to implement this policy and meet the requirements of law. The procedures shall include provisions for record keeping; documentation of the District's compliance efforts; appropriate administrative, technical, and physical safeguards to protect employee protected health information; and ensuring that any request is limited to information reasonably necessary to accomplish the purpose for which the request is made.~~

~~In the event of a change in the law that may impact this policy or established District procedures, the Superintendent shall ensure appropriate revisions are recommended for Board approval, necessary changes are implemented, and notification is made to staff and others as appropriate.~~

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d-d-8 (2006~~12~~); 45 C.F.R. Parts 160, 164 (2006~~16~~).

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2006~~12~~); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2006~~16~~).

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
FIRST READING – POLICIES RELATED TO SAFETY AND SECURITY

SITUATION

Hillsboro School District has contracted with Oregon School Boards Association (OSBA) to review the District's policy manual, beginning with the security-related policies that are listed below.

Policy language must meet the following criteria:

1. Legally mandated or legally wise
2. Harmonize with District's existing collective bargaining agreements
3. Reflect current District practice

The Superintendent and Cabinet members reviewed the following policies with OSBA's representative on September 19. These policies are scheduled for first reading during tonight's Board meeting.

- EB: Safety Program
- EBAC: Site Safety Committees
- EBC/EBCA: Emergency Procedures and Disaster Plans
- EBCB: Emergency Drills and Instruction
- EBCC: Hazardous Threats (delete)
- EBCE: Emergency School Closures
- EC: Management and Inspection of Buildings and Grounds (delete)
- ECA: Security of Buildings and Grounds (delete)
- ECAA: Access to Buildings
- ECAAA: Employee Identification Badge System (proposed new policy)
- ECAB: Vandalism, Malicious Mischief, or Theft
- ECAD: School Resource Officer (delete)
- EI: Risk Management (delete)
- JFCJ: Weapons in the Schools
- JFCM: Threats of Violence
- JH: Student Welfare
- JHF: Student Safety
- JHFE: Reporting of Suspected Abuse of a Child
- JHFE-AR(1): Reporting of Suspected Abuse of a Child
- JHHA: Crisis Prevention and Response (delete)
- KK: Visitors to District Facilities (delete current version; adopt proposed new version)
- KN: Relations with Law Enforcement Agencies

RECOMMENDATION

The Superintendent recommends that the Board of Directors review the first reading of these safety- and security-related policies.



Code: EB
Adopted: 11/03/08
Orig. Code(s): EB

Safety Program

~~It is the intent of the Board to provide all employees, students and visitors with a healthy and safe environment and working conditions, and it directs the Superintendent to keep the Board informed of hazardous and unhealthy conditions that may be found on District properties, with suggestions for their improvement.~~

Safe buildings, grounds and equipment will be maintained in order to prevent accidents or injury to students, employees and others from fire, natural disasters, mechanical and electrical malfunction and other hazards.

Buildings will be planned, constructed, equipped and maintained in accordance with appropriate local, state and federal safety regulations.

Buildings will be provided with alarm systems, fire extinguishers and other safety devices required by state and federal laws and regulations.

The Superintendent will develop and implement a safety program which will include, but not be limited to, compliance with and enforcement of all state and federal laws, rules and regulations.

END OF POLICY

Legal Reference(s):

[ORS 329.095](#)
[ORS 654.003 to -654.022](#)

[OAR 437-001-0760](#)
[OAR 437-002-0020 to -0081](#)
[OAR 437-002-0100](#)
[OAR 437-002-0140](#)

[OAR 437-002-0144](#)
[OAR 437-002-0145](#)
[OAR 437-002-0180 to -0182](#)
[OAR 437-002-0260 to -0268](#)
[OAR 437-002-0360](#)
[OAR 437-002-0368](#)
[OAR 437-002-0377](#)

[OAR 437-002-0390](#)
[OAR 437-002-0391](#)
[OAR 581-022-2030](#)
[OAR 581-022-2225](#)
[OAR 581-022-2250](#)

Fazzolari v. Portland Sch. Dist. No. 1J, 303 Or. 1 (1987).

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2006); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2006).

Corrected 9/19/18



Code: **EBAC**
Adopted: 11/03/08
Orig. Code(s): EBAC

Site Safety Committees

Site safety committees shall be established to represent the safety and health concerns of District employees and students.

The site safety committees shall be composed of an equal number of administrative and employee representatives or the best available representation thereof for each group. Employee representatives shall be volunteers or elected by their peers unless there is a provision in the collective bargaining agreement that addresses the selection of employee representatives. Members of the committee shall serve at least a continuous one-year term. Terms shall be staggered to provide continuity. Members shall represent major areas of activity in the District whenever possible. There shall be a chair elected by the safety committee. Employee representatives attending safety committee meetings outside regularly scheduled workday shall be compensated by the employer.

END OF POLICY

Legal Reference(s):

[ORS 654.176](#)
[ORS 654.182](#)

[OAR 437-001-0765](#)
[OAR 581-022-2225\(7\)](#)

Corrected 9/19/18



Code: EBC/EBCA
Adopted: 4/25/17
Orig. Code: EBC/EBCA

Emergency Procedures and Disaster Plans

The Superintendent will develop and maintain a plan specifying procedures to be used in such emergencies as disorderly behavior, unlawful assembly, disturbances at school activities, natural disasters, fire, illness, injury of a student or staff member, and ~~use of force~~ safety threats on school-District property. The Superintendent will consult with community and county agencies while developing this plan.

The District's eEmergency pProcedures pPlan will meet the standards of the State Board of Education.

Copies of the eEmergency pProcedures pPlan will be available in all District buildings. Parents will be informed of the District's plan for the care of students during an emergency.

The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the District.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\)\(k\)](#)
[ORS 332.107](#)
[ORS 433.260](#)

[ORS 433.441](#)
[OAR 437-002-0161](#)

[OAR 581-022-2030\(3\)\(c\)](#)
[OAR 581-022-2220](#)
[OAR 581-022-2225](#)

Corrected 9/19/18



Code: EBCB
Adopted: 4/25/17
Orig. Code(s): EBCB

Emergency Drills and Instruction

Each building administrator will conduct emergency drills in accordance with the provisions of Oregon Revised Statutes (ORS).

All schools are required to instruct and drill students on emergency procedures, so that students can respond to an emergency without confusion and panic. The emergency procedures shall include drills and instruction on fires; earthquakes, ~~which shall include tsunami procedures in a tsunami hazard zones;~~ and safety threats.

Instruction on fires, earthquakes, and safety threats, and drills for students, shall be conducted for at least 30 minutes each school month.

Fire Emergencies

Each school in the District will conduct monthly fire drills. At least one fire drill will be held within the first 10 days of the school year. Drills and instruction on fire emergencies shall include routes and methods of exiting the school building.

Earthquake Emergencies

At least two drills on earthquakes shall be conducted each year at each school in the District. Drills and instruction for earthquake emergencies shall include the earthquake emergency response procedure of “drop, cover, and hold on” during the earthquake. When based on the evaluation of specific engineering and structural issues related to a building, the District may include additional response procedures for earthquake emergencies.

Safety Threats

At least two drills on safety threats shall be conducted each year at each school in the District. Drills and instruction on safety threats shall include procedures related to lockdown, lockout, shelter in place, evacuation, and other appropriate actions to take when there is a threat to safety.

The Board may use ORS 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the District.

Local units of government and state agencies associated with emergency procedures training and planning shall review the emergency procedures and assist the District with the instruction and the conducting of drills for students in these emergency procedures.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\)\(k\)](#)
[ORS 336.071](#)

[ORS 476.030\(1\)](#)

[OAR 581-022-2225](#)

OREGON STATE FIRE MARSHAL, OREGON FIRE CODE (2014).

Corrected 9/19/18



Code: EBCC
Adopted: 7/16/08
Orig. Code: EBCC

Hazardous Threats

When a call is made or written notice is found that a hazardous device or substance has been placed in a school or any other District facility, the following procedures shall be followed. In the event of such a threat, law enforcement will be contacted immediately to assist in assessing the threat and to determine the appropriate response. If the threat is determined credible or imminent, the school or building will be evacuated immediately.

Listed are steps to be followed in the event of a threat:

1. A search of the building or premises should be conducted in consultation with police or emergency responders. Since staff members know what belongs in the school/building, they may be asked to assist in visually searching their immediate area;
2. While conducting a visual search, personnel should avoid using all radio frequency electronic devices, including, but not limited to, cell phones, walkie-talkies, and other wireless electronic devices. Students will also be instructed to turn off IPODS and cell phones;
3. If a suspicious item is found, evacuate all students and staff to a safe place immediately;
4. Any suspicious or foreign object found in the school/building will be reported to law enforcement or emergency responders. Staff members should not remove any suspicious object. The suspicious object should be left for removal by a qualified professional (e.g. bomb squad);
5. If a thorough search has been conducted and nothing found, the site administrator or District administrator, in consultation with police or other emergency responders, will determine when re-entry is permitted;
6. Information on hazardous threats will be communicated to the staff by the site administrator;
7. An investigation of the incident shall be made by the local police department with assistance from the school and other emergency responders, if necessary.

Any decision concerning students' dismissal and subsequent action after the above procedures have been followed is the Superintendent's/designee's prerogative.

END OF POLICY

Legal Reference(s):

[OAR 581-022](#) 14202225

Corrected 9/19/18

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Code: **EBCD**
Adopted: 11/01/16
Orig. Code: EBCD

Emergency School Closures**

In case of fog, snow, ice, or other hazardous or emergency conditions, the Superintendent may alter District and transportation schedules as appropriate for the particular condition. Such alterations include closure¹ of all schools, closure of selected schools or grade levels, adjustment of routes, delayed openings of schools, and early dismissal of students.

The Superintendent ~~or~~ designee will develop and maintain such plans and procedures as are necessary to carry out alternate school and bus schedules.

Students, parents, and staff will be informed at the beginning of each school year as to the procedures that will be used to notify them in case of an emergency closure.

END OF POLICY

Legal Reference(s):

[OAR 437-002-0360](#)
[OAR 437-002-0377](#)

[OAR 581-022-2225](#)
[OAR 581-022-2320](#)

[OAR 581-053-0004](#)

Corrected 9/19/18

¹ Upon approval by the Board, per OAR 581-022-1620, up to 14 hours of emergency school closures due to adverse weather conditions and facilities failure may be included in the calculation of instructional time, beginning in the 2015-16 school year. "Instructional time" is defined in OAR 581-022-0102.



Code: EC
Adopted: 11/03/08
Orig. Code: EC

Management and Inspection of Buildings and Grounds

The Superintendent will develop and maintain plans and procedures necessary to assure the security of District properties and to provide for a continuing program of preventive maintenance designed to ensure that buildings are clean, safe and efficiently operated. The Superintendent will have overall responsibility for the maintenance and security of the District's buildings and grounds.

The Superintendent will keep the Board informed about District properties and will make other such reports as the Board requests.

The Board expects operation and maintenance of District facilities and equipment to set high standards of safety, to promote the health of students and staff, and to provide an environment that supports the efforts of the staff to provide a good education.

END OF POLICY

Legal Reference(s):

[ORS 332.172](#)

[OAR 437-001-0760](#)

[OAR 437-002-0020 to -0081](#)

[OAR 437-002-0140](#)

[OAR 437-002-0144](#)

[OAR 437-002-0145](#)

[OAR 437-002-0180 to -0182](#)

[OAR 437-002-0360](#)

[OAR 437-002-0368](#)

[OAR 437-002-0377](#)

[OAR 437-002-0390](#)

[OAR 437-002-0391](#)

[OAR 581-022-2305](#)

Fazzolari v. Portland Sch. Dist. No. 1J, 303 Or. 1 (1987).

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).

Corrected 9/19/18

[Date] [Initials]

Management and Inspection of Buildings and Grounds – EC

1-1



Code: ECA
Adopted: 11/03/08
Orig. Code: ECA

Security of Buildings and Grounds

Buildings constitute one of the greatest investments of the District and should be protected. Security includes:

1. Minimizing fire or other safety hazards;
2. Reducing the probability of faulty equipment;
3. Keeping records and funds in a safe place;
4. Protecting against vandalism and burglary;
5. Having site managers control the keys.

The Superintendent is directed to establish regulations as may be needed to provide for security of buildings and grounds.

Incidents of illegal entry, theft of school property, vandalism or damage to school property by any cause shall be reported to the Superintendent/designee and to the appropriate law enforcement agency as soon as discovered. A written report of the incident shall be made within 24 hours of discovery and forwarded to the Superintendent's office.

END OF POLICY

Legal Reference(s):

[ORS 332.172](#)

[OAR 437-002](#)-0020 to -0075

Corrected 9/19/18



Code: ECAA
Adopted: 11/03/08
Orig. Code: ECAA

Access to Buildings

The Board directs the Superintendent will to control access to District buildings as appropriate and necessary to protect property, students, and personnel.

The Board's objectives for providing controlled access are to:

1. Ensure maximum protection of District property and facilities that minimizes possibilities of theft, vandalism and loss of materials and equipment;
2. Involve staff members in being responsible for District property (e.g. keys) in their possession and to eliminate unnecessary costs for replacing lost or misplaced District property;
3. Establish and maintain an efficient organizational plan for securing District property and facilities.

Principals will control access to school-District buildings and will provide safeguards against unauthorized access to these buildings. Each principal, with the Superintendent's approval, will develop regulations procedures designed to control the use of buildings keys and access, and to ensure that buildings are adequately closed and locked when no authorized personnel are present. ~~Staff or students who fail to obey such regulations may be disciplined, suspended or dismissed.~~ Staff who fail to obey such procedures may be disciplined up to and including dismissal. Students who fail to obey such procedures may be disciplined.

END OF POLICY

Legal Reference(s):

[ORS 164.205 to -164.270](#)

[ORS 332.107](#)

[ORS 332.172](#)

Corrected 9/19/18



Code: ECAAA
Adopted:

Employee Identification Badge System

For the safety of staff and students in the school environment, and to reduce the possibilities of theft, vandalism and loss of district property, all district employees shall be issued and will display an identification badge.

The district's photo identification badge system will serve as an instant identification system for security purposes and will assist students, staff, parents and other visitors to school locations in identifying school employees. District employees, including substitutes and temporary employees, will display the identification card at all times in the performance of their duties.

A badge system, with appropriate designation but without a photograph, shall be used for visitors to schools during regular school hours.

The superintendent is directed to develop guidelines as necessary to implement this policy.

END OF POLICY

Legal Reference(s):

[ORS 192.447](#)

[ORS 332.107](#)

[ORS 332.505](#)

Corrected 9/19/18



Code: ECAB
Adopted: 2/28/12
Orig. Code: ECAB

Vandalism~~/~~, Malicious Mischief~~/~~ or Theft**

Students and ~~citizens~~ patrons are urged to cooperate in reporting any incidents of vandalism~~/~~, malicious mischief~~/~~, or theft and the name or names of the person or persons believed to be responsible.

Each District employee will report to the principal or other person in authority incidents of vandalism~~/~~, malicious mischief~~/~~, or theft and the name of the person or persons responsible, if known.

Principals will submit a report of any incidents of vandalism~~/~~, malicious mischief~~/~~, theft or damage to ~~their buildings~~ District property to the Superintendent or designee. The Superintendent will report forward to the Board regarding major reports of vandalism~~/~~, malicious mischief~~/~~, theft or damage to District property.

The District may offer a reward to an individual(s) who provides information that results in the apprehension of a person(s) guilty of vandalism~~/~~, malicious mischief~~/~~, theft or other criminal acts against the District. The amount of reward shall be determined by the Superintendent or designee on a case-by-case basis within any guidelines set by the Board.

The Superintendent or designee is authorized to sign a criminal complaint and to press charges against those committing acts of vandalism~~/~~ or malicious mischief against District property or theft of District property. ~~Because incidents of willful or malicious abuse, destruction, defacing, and theft of District property are clearly contrary to the best interests of the District and injurious to the rights and welfare of the entire community, it~~ is the policy of the Board to seek all legal remedies against persons found to have committed such acts. Full restitution for the damage will be sought from such persons, or, in the case of minors, from their parents. Until such fees or restitutions are paid, certain restrictions and/or penalties may be imposed.

Records requested by another district to determine a student's appropriate placement may not be withheld.

Students who willfully destroy District property through vandalism~~/~~, malicious mischief~~/~~, theft, or arson, who commit larceny, or who create a hazard to the safety of other people on District property may be disciplined, up to and including suspension or expulsion¹ in accordance with state law and the Board's policies on student suspensions or expulsions, and may be referred to law enforcement authorities.

¹ Use of suspension or expulsion as discipline for a student in violation of this policy is limited to criteria found in Oregon Revised Statute (ORS 339.250).

Any staff member who fails to report such an act, or willfully destroys District property through vandalism, malicious mischief, theft or arson, who commits larceny or who creates a hazard to the safety of other people on District property will be disciplined, up to and including dismissal and referred to law enforcement.

The District is not liable or responsible for personal property brought onto District property.

END OF POLICY

Legal Reference(s):

[ORS 30.765](#)

[ORS 164.345](#)

[ORS 164.365](#)

[ORS 326.575](#)

[ORS 332.107](#)

[ORS 339.240](#)

[ORS 339.250](#)

[ORS 339.270](#)

[ORS 419C.680](#)

Corrected 9/19/18



Code: ECAD
Adopted: 11/03/08
Orig. Code: ECAD

School Resource Officer

The District desires to work cooperatively with the law enforcement agencies that serve the community within the District's boundaries. To this end, the District may enter into agreements with law enforcement agencies to provide a cooperative effort in:

1. Providing a positive image of law enforcement and law enforcement officers for students;
2. Sharing educational resources for instructional programs dealing with law enforcement, health and safety, and drug and alcohol education;
3. Creating an atmosphere of safety and security on school campuses and at school-sponsored activities;
4. Facilitating a more coordinated effort in dealing with youth problems involving school, parents, police and other community agencies;
5. Assisting school administrators with the District's prohibition of the traffic and use of illegal substances in the District's schools; and
6. Assisting school administrators, as requested, in their work with troubled students.

School resource officers shall be employees of the law enforcement agency and subject to the rules and regulations of the agency. Program philosophy and general job responsibilities will be mutually determined by the agency and the District. Agreements developed between the District and the law enforcement agency will be reviewed annually.

The Board directs the Superintendent to develop a memorandum of understanding with law enforcement to implement this policy.

END OF POLICY

Legal Reference(s):

[ORS 181A.355](#)
[ORS 181A.840](#)
[ORS 181A.845](#)
[ORS 181A.850](#)

[ORS 181A.855](#)
[ORS 181A.893](#)
[ORS 451.010](#)

[OAR 259-060-0005](#) to — 0600 (*this is private security provide rules*)

Corrected 9/19/18
School Resource Officer – ECAD

1-1



Code: EI
Adopted: 11/03/08
Orig. Code: EI

Risk Management

The District is dedicated to managing risks of the district and does all it can to prevent losses and create a safe working environment. Recognizing that losses will inevitably occur, the District considers no losses acceptable and will make efforts to identify and treat all loss exposures.

The District will implement a comprehensive risk management program which will include appointing a risk manager and appointing a risk management committee.

The program will cover risk identification, risk evaluation and risk control/monitoring.

Activities of the program will include writing policies and procedures, establishing goals, surveying loss exposures, conducting inspections, analyzing job sites and responsibilities, conducting periodic inventories, assigning dollar values to potential losses, developing a claims history, conducting training/in-services, establishing a safety program to include safety rules/practices, accident/incident reporting and investigating, an emergency plan (preparedness plan), first aid protocol and consequences for not following rules.

END OF POLICY

Legal Reference(s):

[ORS 30.260](#) - 30.265
[ORS 278.005](#) - 278.215

[ORS 332.435](#)
[ORS 332.437](#)

Corrected 9/19/18



Code: JFCJ
Adopted: 7/14
Orig. Code: JFCJ

Weapons in the Schools

Students shall not bring, possess, conceal, or use a weapon on District property or at activities under the jurisdiction of the District or interscholastic activities administered by a voluntary organization.

Further, in accordance with Oregon state law, no person shall possess or discharge a firearm, as defined by Oregon state law, in a school building, on school grounds, or on any site or premises that at the time is being used exclusively for a student program or activity that is sponsored or sanctioned by the District.

For the purpose of this policy, and as defined by state and federal law, a “weapon” includes the following:

1. “Dangerous weapons” —means any weapon, device, instrument, material, or substance, which under the circumstances in which it is used, attempted to be used, or threatened to be used, is readily capable of causing death or serious physical injury.
2. “Deadly weapons” —means any instrument, article, or substance specifically designed for and presently capable of causing death or serious physical injury.
3. “Firearms” —means any weapon (including starter gun or an airsoft gun) which will, is designed to, or may readily be converted to expel or propel a projectile by the action of an explosive, frame, or receiver of any such weapon, any firearm silencer, or any destructive device.
4. “Destructive devices” —means any explosive, incendiary, or poison gas component, or any combination of parts either designed or intended for use in converting any device into any destructive device or from which a destructive device may be readily assembled. A destructive device does not include any device that is designed primarily or redesigned primarily for use as a signaling, pyrotechnic, line-throwing, safety, or similar device.

Weapons may also include, but are not limited to, knives, metal knuckles, straight razors, noxious or irritating gases, poisons, unlawful drugs or other items fashioned with the intent to use, or sell, to harm, threaten, or harass students, staff members, parents, and patrons.

Replicas of weapons, fireworks, and pocket knives are also prohibited by Board policy. Exceptions to the District’s replica prohibition may be granted only with prior principal approval for certain curriculum or school-related activities.

Prohibited weapons, replicas of weapons, fireworks, and pocket knives are subject to seizure or forfeiture.

Reporting Violations

In accordance with Oregon law, employees who have reasonable cause to believe a student or other person has unlawfully been in possession of a firearm or destructive device as defined by this policy within the previous 120 days, shall immediately report such violations to an administrator, his/her or designee, or law enforcement. Employees who report directly to law enforcement shall also immediately inform an administrator.

Administrators shall promptly notify the appropriate law enforcement agency of staff reports received, and at any other time there is reasonable cause to believe that violations have occurred or that a student has been expelled for bringing, possessing, concealing, or using a dangerous or deadly weapon, firearm or destructive device.

Parents or guardians shall be notified of all conduct by their student that violates this policy.

Discipline

Students found to have brought, possessed, concealed, or used a firearm in violation of this policy or state law shall be expelled for a period of not less than one year. All other violations of the policy will result in discipline up to and including expulsion and/or referral to law enforcement, as appropriate. The Superintendent or designee may, on a case-by-case basis, modify this expulsion requirement. The Superintendent may propose alternative programs of instruction or instruction combined with counseling that are age appropriate, and shall provide such information in writing to the student and the parent in accordance with law. The District may also request suspension of a student's driving privileges or the right to apply for driving privileges with the Oregon Department of Transportation, as provided by law. Appropriate disciplinary and/or legal action will be taken against students or others who assist in activity prohibited by this policy.

Students who qualify for Special education students shall be disciplined in accordance with federal law and Board policy JGDA - Discipline of Students with Disabilities and accompanying administrative regulations.

Exceptions

Weapons under the control of law enforcement personnel are permitted. The Superintendent or designee may authorize other persons to possess weapons for courses, programs, and activities approved by the District and conducted on District property, including, but not limited to, hunter safety courses, weapons-related vocational courses, or weapons-related sports.

Notices

The District may post a notice at any site or premise off of District grounds that at the time is being used exclusively for a school program or activity. The notice shall identify the District as the sponsor and the activity as a school function, and state that the possession of firearms or dangerous weapons in or on the site or premises is prohibited under Oregon Revised Statute (ORS) 166.370.

“Gun-Free School Zone” signs may be posted in cooperation with city and/or county officials as appropriate. Violations, unless otherwise ~~exempted~~ ~~excepted~~ by law or this policy, shall be reported to the appropriate law enforcement agency.

END OF POLICY

Legal Reference(s):

ORS 161.015	ORS 339.315	OAR 581-053-0230(9)(k)
ORS 166.210 to -166.370	ORS 339.327	OAR 581-053-0330(1)(r)
ORS 166.382	ORS 809.135	OAR 581-053-0430(17)
ORS 332.107	ORS 809.260	OAR 581-053-0531(16)
ORS 339.115		OAR 581-053-0630
ORS 339.240	OAR 581-021-0050 to -0075	
ORS 339.250	OAR 581-053-0010(5)	

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2012).
Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012).
Youth Handgun Safety Act, 18 U.S.C. §§ 922(x), 924(a)(6) (2012).
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101, 7111-7121 (2012).

Corrected 9/19/18



Code: JFCM
Adopted: 4/28/09
Orig. Code: JFCM

Threats of Violence**

The Board is committed to promoting healthy relationships and a safe learning environment. To this end, student threats of harm to self or others, threatening behavior or acts of violence, including threats to severely damage school or any District property, shall not be tolerated on District property or at activities under the jurisdiction of the District.

Students shall be instructed that they are responsible and expected to inform a teacher, counselor, or administrator of any information or knowledge relevant to conduct prohibited by this policy. Parents and others will be encouraged to report such information to the District. Staff shall immediately notify an administrator of any threat, threatening behavior, or act of violence he/she/the staff member has knowledge of, has witnessed, or received. All reports will be promptly investigated.

Students found in violation of this policy shall be subject to discipline, up to and including expulsion. A referral to law enforcement shall be made for any infraction involving a student bringing, possessing, concealing, or using a dangerous weapon, deadly weapon, firearm, or destructive device as prohibited by state and federal law and Board policy.

The building administrator shall, in determining appropriate disciplinary action, consider:

1. Immediately removing from the classroom setting any student who has threatened to injure another person or to severely damage District property;
2. Placing the student in a setting where the behavior will receive immediate attention including, but not limited to, the office of the school principal, vice principal, counselor or school psychologist licensed by Teacher Standards and Practices Commission (TSPC), or the office of any licensed mental health professional from a school administrator, counselor, licensed mental health professional, or others;
3. Requiring the student to be evaluated by a licensed mental health professional before allowing the student to return to the classroom setting.

The building administrator shall ensure notification is provided to:

1. The parent or legal guardian of any student in violation of this policy and the disciplinary action imposed;

2. The parent or legal guardian of a student whose name appears on a targeted list that threatens violence or harm to the students on the list or when threats of violence or harm to the student are made by another student;
3. Any District employee whose name appears on a targeted list threatening violence or harm to the District employee and when threats of violence or harm are made by a student or others.

Notification to the above shall be attempted by telephone or in person promptly, but not later than 12 hours following discovery of a targeted list or learning of a threat. Written notification shall be sent within 24 hours of discovery of a targeted list or learning of a threat.

The principal will provide necessary information regarding threats of violence to law enforcement, child protective services and health care professionals in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. Additionally, the principal may provide such information to other school officials, including teachers within the District or other districts who have a legitimate educational interest in the student(s) consistent with state and federal education records laws and District policies.

The District may enter into contracts with licensed mental health professionals to perform student evaluations. Funds for evaluations or other disciplinary options as may be required by the law and this policy shall be provided by the District.

As a part of the District's proactive safety efforts, the Superintendent will plan staff development activities designed to alert staff to early warning signs of possible violent behavior. Students so identified, shall be referred to a counselor, licensed mental health professional, and/or multidisciplinary team for evaluation and follow-up as appropriate.

END OF POLICY

Legal Reference(s):

[ORS 161.015](#)
[ORS 166.210](#) to -166.370
[ORS 332.107](#)
[ORS 339.115](#)
[ORS 339.240](#)
[ORS 339.250](#)

[ORS 339.327](#)
[ORS 809.135](#)
[ORS 809.260](#)
[OAR 581-021-0050](#) to -0075
[OAR 581-053-0010](#)(5)

[OAR 581-053-0230](#)(9)(k)
[OAR 581-053-0330](#)(1)(r)
[OAR 581-053-0430](#)(17)
[OAR 581-053-0531](#)(16)
[OAR 581-053-0630](#)

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2012).
 Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012).
 Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).

Corrected 9/19/18



Code: JH
Adopted: 6/09/09
Orig. Code: JH

Student Welfare**

Students' safety will be assured through close supervision of students in all school buildings and grounds during the hours when students are normally present. Such supervision does not include early morning or the time following usual departure, unless students are present for a scheduled activity. Hours when supervision is available shall be included in the student/parent handbook.

The District further assures the following practices:

1. Maintaining a safe school environment; appropriate personnel will be responsible for periodically inspecting the physical condition of all buildings and grounds;
2. Observing safe practices on the part of school personnel and students, particularly in those areas of instruction or extracurricular activities that present special hazards;
3. Offering safety education to students as germane to particular subjects such as laboratory and studio courses in science, professional-technical, the arts, health and physical education;
4. Providing first-aid care for students in case of accident or sudden illness;
5. Providing adequate supervision of school grounds when they are used by students during school hours.

In addition, school personnel will be concerned about ~~and aware of~~ suspicious strangers loitering in or near school buildings or sitting in parked automobiles nearby. The building administrator will notify ~~the police~~ law enforcement if the circumstances warrant such action.

~~Each student, as part of the enrollment or prior to practice and/or participation in certain extracurricular activities and/or interscholastic sports, is required to have an extracurricular activity and emergency procedure card on file at the school office.~~

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[OAR 581-022-2225](#)

Corrected 9/19/18



Code: JHF
Adopted: 6/09/09
Orig. Code: JHF

Student Safety

The Board directs the development and approval of a health, safety, and emergency plan. The plan is designed to assure every student a safe, healthy environment in which to learn. The plan will comply with federal, state, and local laws and regulations, and with Board policy.

Local building safety and health committees will ensure that general safety regulations are reviewed with staff and students as appropriate to assure student safety.

Safety education germane to particular subjects such as laboratory and studio courses in science, professional-technical, the arts, health, and physical education will include and emphasize accident prevention.

Safety instruction will assist students to:

1. Learn how to work, play, and exercise safely, and how to prevent accidents;
2. Learn proper procedures to reduce the possibility of accidents;
3. Develop habits of good housekeeping, proper storage, and proper handling of materials;
4. Become familiar with personal protective ~~devices~~ equipment and the proper clothing to be worn for safety purposes;
5. Develop skills in the safe use of tools and equipment;
6. Learn how to cooperate with others in the promotion and operation of a safety program in the school;
7. Respond to emergency situations in all settings.

Safety instruction will precede the use of materials and equipment by students in applicable units of work in the courses listed above. Instructors will teach and enforce all safety rules set up for these particular courses. Rules will include, but not be limited to, wearing personal protective ~~eye devices~~ equipment in appropriate activities.

Students will be asked to sign off upon completion of reading safety policies and materials, and upon the completion of safety instruction in science labs and professional-technical education classes.

A student will report any accident sustained while on District property to a District staff member. ALL accidents will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

END OF POLICY

Legal Reference(s):

[ORS 329.095](#)

[OAR 581-022-2225](#)

Corrected 9/19/18



Code: JHFE
Adopted: 10/12
Orig. Code: JHFE

Reporting of Suspected Abuse of a Child

Any District employee who has reasonable cause to believe that any child with whom the employee has come in contact has suffered abuse or neglect, as defined in state law, or that any adult or student with whom the employee is in contact has abused a child, will immediately notify the Oregon Department of Human Services (DHS) or the local law enforcement agency. The District employee shall also immediately inform his/her/their supervisor, the building principal, or the Superintendent.

Abuse of a child by District employees or by students will not be tolerated. All District employees are subject to this policy and the accompanying administrative regulation. If a District employee is a suspected abuser, reporting requirements remain the same. The District will designate the assistant superintendent of human resources to receive reports of abuse of a child by District employees and specify the procedures to be followed upon receipt of an abuse report. In the event the designated person is the suspected abuser, the Superintendent shall receive the report of abuse. The District will post in each school building the name and contact information of the person designated to receive child abuse reports, as well as the procedures the Superintendent/designee will follow upon receipt of a report. When the Superintendent/designee takes action on the report, the person who initiated the report must be notified.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

Upon request, the District shall provide records of investigations of suspected abuse of a child by a District employee or former District employee to law enforcement, ~~Oregon Department of Human Services~~ DHS, or the Teachers Standards and Practices Commission.

Any District employee participating in good faith in the making of a report, pursuant to this policy and Oregon law, and who has reasonable grounds for the making thereof, shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed with respect to the making or content of any such report. Further, the initiation of a report in good faith about suspected abuse of a child may not adversely affect any terms or conditions of employment or the work environment of the complainant. If a student initiates a report of suspected abuse of a child by a District employee or a student in good faith, the student will not be disciplined by the Board or any District employee. Intentionally making a false report of abuse of a child is a Class A violation.

The District shall establish written procedures to provide annual training:

1. For District staff in the prevention and identification of the abuse of a child, and on the obligations of District employees under **Oregon Revised Statute (ORS) 419B.005**, as directed by Board policy, to report suspected abuse of a child;

2. For parents and legal guardians of students attending District schools on the prevention and identification of abuse of a child, and the obligation of District employees to report suspected abuse of a child, separate from District staff training; and
3. For students attending District-operated schools designed to prevent abuse of a child.

The Superintendent shall ~~implement such~~ develop administrative regulations as are necessary to ~~accomplish the intent of~~ implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

[ORS 339.370 to -339.400](#)
[ORS 418.746 to -418.751](#)

[ORS 419B.005 to -419B.050](#)

[OAR 581-022-2205](#)

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).

Corrected 9/19/18



Code: JHFE-AR(1)
Adopted: 8/12
Orig. Code: JHFE-AR

Reporting of Suspected Abuse of a Child

Reporting

Any District employee having reasonable cause to believe that any child with whom the employee comes in contact has suffered abuse, or that any person with whom the employee comes in contact has abused a child, shall orally report or cause an oral report to be immediately made by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or to a law enforcement agency within the county where the person making the report is at the time of his/her contact. The District employee should also immediately inform his/her supervisor, building administrator, or Superintendent.

If known, such report shall contain the names and addresses of the child, the child's parents or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, the explanation given for the suspected abuse, any other information which the person making the report believes might be helpful in establishing the possible cause of the suspected abuse, and the identity of a possible perpetrator.

A written record of the abuse report shall be made by the employee suspecting the abuse of a child using the District's Child Abuse/Neglect Report Form.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the employee's supervisor and the executive director of the office for school performance.

When the District receives a report of suspected abuse of a child by one of its employees, and the executive director of the office for school performance and assistant superintendent of human resources determine that there is reasonable cause to support the report, the District shall place the school employee on paid administrative leave until the Department of Human Services (DHS) or a law enforcement agency either determines that the report is unfounded and the report will not be pursued, or determines that the report is founded and the education provider takes the appropriate disciplinary action against the school employee. If the Department of Human Services (DHS) or a law enforcement agency is unable to determine whether the abuse of a child occurred, the District may either reinstate the employee or take disciplinary action at the District's discretion.

The written record of each reported incident of abuse of a child, action taken by the District, and any findings as a result of the report shall be maintained by the District.

Definitions

1. Oregon law recognizes these types of abuse:
 - a. Physical
 - b. Neglect
 - c. Mental injury
 - d. Threat of harm
 - e. Sexual abuse and sexual exploitation
2. “Child” means an unmarried person who is under 18 years of age.

Confidentiality of Records

The name, address, and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

The disciplinary records of a District employee or former District employee convicted of a crime listed in Oregon Revised Statute (ORS) 342.143 are not exempt from disclosure under ORS 192.504~~345~~ or 192.502~~355~~. Therefore, if a District employee or former employee is convicted of a crime listed in ORS 342.143, the District that is or was the employer of that employee when the crime was committed shall disclose the disciplinary records of the employee to any person upon request. However, prior to the disclosure of a disciplinary record, the District shall remove any personally identifiable information from the record that would disclose the identity of a child, crime victim, or District employee who is not the subject of the disciplinary record.

Failure to Comply

Any District employee who fails to report suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A District employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy, the employee will be disciplined.

Cooperation with Investigator

District staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator, unless the school administrator is the subject of the investigation. When the school administrator or designee is notified that the DHS or law enforcement officer would like to interview a student at school, the school administrator or designee must request that the investigating official fill out the appropriate form (see JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises. The school administrator or designee should not deny the interview based on the investigator’s refusal to sign the form. If the student is to be interviewed at the school, the building-school administrator or representative designee shall make a conference-private space available. The building-school administrator or

representative designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the school administrator or designee shall refuse access to the student.

Law enforcement officers wishing to interview or remove a student from the premises shall present themselves at the office and contact the building school administrator or representative designee. The officer shall sign the student out after the school verifies the police officer's identity through his or her supervisor if not known to the building administrator on a form to be provided by the school and after having provide adequate identification.

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, District employees shall not notify parents.
3. The building school administrator or representative designee shall advise the investigator of any conditions of disability prior to any interview with the affected child.
4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Corrected 9/19/18



Code: JHHA
Adopted: 6/09/09
Orig. Code: JHHA

Crisis Prevention and Response

(This language is covered by policy EBC/EBCA and the district's emergency response plan and safety program.)

The District recognizes that schools are subject to a number of potentially disruptive events. These events include major crises. No school is immune, no matter the size or location.

Being prepared for crises can enhance the District's effectiveness in responding to smaller incidents.

The District knows that schools cannot be sanctuaries. The challenge, however, is to protect students and staff as much as possible in an increasingly violent world.

Although there is no guarantee that the District will ever be completely safe from crime, the following security measures will be taken to lessen the chance of violence occurring on school grounds:

1. The District will establish an advisory committee comprised of school officials, law enforcement officials, other youth-service providers, parents, and students. The committee will plan what safety measures are needed and how they can be implemented, as well as regularly review school safety and security measures;
2. Building administrators will participate in staff development activities targeting security and promoting greater responsibility in working with the Board and District to implement site security programs;
3. The District will develop a comprehensive crisis management plan that incorporates resources available through other governmental and community agencies;
4. A school communications network will be established that links classrooms, playground, and other supervisors with the office or security staff, as well as with local law enforcement and fire departments;
5. Staff will be informed and regularly updated on safety plans through in-service training. The training will include licensed staff, classified staff, part-time employees, and substitute teachers, and may include parents and community volunteers;
6. Parents and community volunteers will be used to help monitor surrounding neighborhoods and supervise the District grounds before, during, and after school;
7. Access points to District grounds will be limited and monitored during the school day. Visitors shall sign in at the office. Staff and visitors will wear an identification pass in all schools. Delivery entrances used by vendors will be checked regularly;

Crisis Prevention and Response – JHHA

1-2

8. Students will be taught to take responsibility for their own safety by reporting suspicious individuals or unusual activity on District grounds, and by learning personal safety and conflict-resolution techniques;
9. The District curriculum committee will identify K-12 programs and activities that focus on teaching students nonviolence, pro-social skills, conflict resolution, law-related education, and good decision making;
10. Building safety committees will review, identify, and make recommendations regarding site safety and security concerns as a part of the regular building inspection.

To protect against intrusion, the District will not only analyze the facilities to make illegal entry as difficult as possible, but will develop a crisis plan so that each staff member and student knows what to do in an emergency.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[OAR 581-022-14202225](#)

Corrected 9/19/18



Code: KK
Adopted: 1/22/08
Orig. Code: KK

Visitors to District Facilities**

It is the policy of the Board to encourage parents and all patrons to visit District facilities.

Visitors shall follow the rules established by schools to ensure that visitations do not disrupt educational programs. In the interest of safety and productive instruction, the Superintendent will develop administrative regulations to implement this policy.

All visitors shall report to the building office to arrange for a visit.

All visitors to District schools must report to the main office of the school to obtain permission to visit. Students requesting to bring friends and/or other guests to school during regular school hours must receive prior permission from the principal or designee.

Any person who loiters on or about school buildings or grounds without permission or who causes a disturbance may be prosecuted according to law.

END OF POLICY

Legal Reference(s):

[ORS 164.245](#)
[ORS 164.255](#)

[ORS 166.025](#)
[ORS 166.155 to -166.165](#)

[ORS 332.107](#)
[ORS 339.327](#)

Corrected 9/19/18



Code: KK
Adopted:

R

Visitors to District Facilities**

The Board believes that a better understanding of its educational program and improved relationship between the schools and community can be developed through school and classroom visitations of parents and patrons. Such visitations should be encouraged, arranged and permitted within considerations of the requirements of the educational program, the orderly administration of the school, school grounds and classrooms and the safety and welfare of students and staff.

The District is responsible for the schools' supervision and administration. To ensure that school work is not disrupted and that visitors are properly directed to the areas in which they are interested, all visitors to District facilities must report to the school office upon entering school property.

1. Teachers' work must not be impeded by interruption of visitors or by unreasonable demands on their time.
2. Visitors must not contact individual students except as authorized by the principal and/or teachers.
3. When in the interest of orderly educational programs and the safety of students it is determined by the principal that some specific visitor or visitors shall not be permitted to enter the school facilities, the principal shall do the following:
 - a. Advise the person that admission is refused and give that person an explanation for the refusal;
 - b. If possible and appropriate, attempt to arrange alternative visitation of school facilities.
4. A visitor with permission to visit may be directed to leave when any teacher or administrator reasonably believes the visitor has engaged in physical violence, loud or disruptive speech or behavior, violation of a posted school rule or illegal conduct.

A visitor may also be directed to leave by the staff member administratively in charge of the building if the visit would be disruptive to the educational program or school order; would impede the work of teachers through visitor's interruptions or unreasonable demands on teacher time; or if the visitors' course of conduct would conflict with Board policies, District or building regulations or would violate the law.

5. A direction to leave revokes any permission to visit or license to enter. Whenever possible, the direction should be given in writing or followed by written notice which identifies the issuer and gives a brief statement of the reason for the direction to leave. The principal's office should be notified of any direction to leave and given a copy of any written notice.

6. Those who insist on remaining despite a principal's request to leave and who thereby create a disruption of the carrying on of school business are subject to citizen's arrest and a report made to law enforcement. Failure to leave will render a visitor liable for criminal trespass pursuant to Oregon law.
7. Any visitor who believes they have had a visit unfairly limited, may request a meeting with the Superintendent or designee. The Superintendent or designee shall meet with the visitor, investigate the dispute and render a written decision. A decision rendered by the Superintendent's designee may appeal to the Superintendent. A decision rendered by the Superintendent may be appealed to the Board.
8. Any visitor who commits a violent act or threatens to commit a violent act toward a student or staff member while on school grounds, at a school-sponsored event or on the way to and from school, shall be reported immediately to the principal and the Superintendent. The Superintendent or designee shall immediately contact any student or staff member involved.

END OF POLICY

Legal Reference(s):

[ORS 164.245](#)
[ORS 164.255](#)

[ORS 166.025](#)
[ORS 166.155 to -166.165](#)

[ORS 332.107](#)
[ORS 339.327](#)

Corrected 9/19/18



Code: KN
Adopted: 1/22/08
Orig. Code: KN

Relations with Government Law Enforcement Agencies

It is the intent of the Board to maintain a cooperative relationship with law enforcement agencies. The presence of law officers' presence enforcement at schools and participation in school programs are encouraged to promote students' positive attitude toward police law enforcement.

Whenever a student is suspected of involvement in a crime, the school administrator will make a diligent effort to notify his/her the student's parent(s) prior to any police law enforcement action at school. Exceptions to this would occur only when such notification is contrary to established legal procedures or when immediate police action by law enforcement is required to ensure student welfare.

Whenever a law enforcement officer wishes to confer with or question a student at the school, and the visit is not related to abuse of a child, the principal or his/her designee shall be present at the meeting and the district shall attempt to notify the student's parent(s) shall be notified of the meeting, preferably in advance if possible.

A student may be removed from school by a law enforcement officer or an authorized representative of the Oregon Department of Human Services when adequate identification has been provided and subject to administrative regulation KN-AR(1) – Relations with Law Enforcement Agencies.

Outside agencies delivering subpoenas and/or warrants to students shall do so in coordination with the building administrator.

The district shall not, in accordance with state law, disclose personal information for the purpose of enforcement of federal immigration laws.

END OF POLICY

Legal Reference(s):

[ORS 329.150](#)
[ORS 419B.015](#)

[ORS 419B.045](#)

HB 3464 (2017)

Letter Opinion, Office of the Attorney General (August 18, 1986).

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F. 3d 1201 (9th Cir. 2011).

Corrected 9/19/18

HILLSBORO SCHOOL DISTRICT BOARD OF DIRECTORS—MINUTES
September 11, 2018
District Administration Center, 3083 NE 49th Place, Hillsboro, Oregon

DRAFT

1. **WORK SESSION**

Board Present:

Lisa Allen, Chair
Erika Lopez, Vice Chair
Martin Granum
Yadira Martinez
Jaci Spross
Kim Strelchun
Mark Watson

Staff Present:

Mike Scott, Superintendent
Travis Reiman, Assistant Superintendent, Academic Services
Dayle Spitzer, Assistant Superintendent, School Performance
Beth Graser, Chief Communications Officer
Michelle Morrison, Chief Financial Officer
Casey Waletich, Chief Operations Officer
Val Bokma, Assistant to the Board
Devin Hunter, Technology Support

Others Present:

Peggy Holstedt, OSBA
Leslie Fisher, OSBA
Greg McKenzie, NextUp
Leadership
Tom Hughes, Metro Council
CCAC Candidates:
Chris Adzima
Lizzy Bou

Board Chair Lisa Allen called the meeting to order at 5:15 PM.

A. OSBA Policy Rewrite Process - Orientation

Oregon School Boards Association Director of Policy Services Peggy Holstedt presented an overview of the purpose and function of policies and administrative regulations, in preparation for the policy rewrite process that the District will be engaging in throughout the upcoming year.

B. Board Evaluation Report

Consultant Greg McKenzie presented the Board's self-evaluation report. Board members discussed the report and how it may inform their goals for the 2018-19 school year. They also suggested revising some aspects of the survey language prior to the next evaluation cycle. Board members will provide their suggestions to the Board secretary for future discussion.

C. Discuss Board / Superintendent Working Agreements

Board members reviewed two draft versions of the Board / Superintendent working agreements, with revisions based on input that Board members provided during the August 6 Board retreat. The majority of Board members expressed their preference for the more concise version. The Board is scheduled to readopt the working agreements on September 25.

D. Metro Council's Affordable Housing Ballot Measure - Informational Presentation

Metro Council President Tom Hughes presented information regarding the general obligation bond for affordable housing that the Metro Council has referred to the Portland region's voters for consideration on the November 2018 ballot (ballot measures 102 and 26-199).

E. Recess Meeting

The meeting was recessed at 7:10 PM, and Director Mark Watson left the meeting.

F. Reconvene Meeting

The meeting was reconvened at 7:20.

G. Discuss Citizens' Curriculum Advisory Committee (CCAC) Applications / Introduce Candidates

Assistant Superintendent Travis Reiman introduced the following Citizens' Curriculum Advisory Committee (CCAC) candidates, who spoke to the Board regarding their qualifications and interest in serving on the committee:

- Chris Adzima
- Lizzy Bou (student)

The following candidate was not able to attend the meeting:

- Allan Rodrigo Aguilar Vargas

Assistant Superintendent Reiman explained that an additional candidate had withdrawn his application, due to scheduling conflicts on Monday evenings.

Assistant Superintendent Reiman proposed that a combination of seven (7) new and reinstated committee members and three (3) new student members be appointed. Together with the seven (7) committee members and one (1) student member whose terms are continuing, this would result in a committee of 14 members plus four (4) student members. Assistant Superintendent Reiman explained that CCAC leaders and District staff have agreed to extend the application deadline to September 18. New applications will be shared with the Board as they are received, and additional candidates will be invited to introduce themselves to the Board during the September 25 work session. The Board is scheduled to select and appoint candidates on September 25.

H. Culture of Care Training

Assistant Superintendent Dayle Spitzer and Executive Directors Grant Corliss and Audrea Neville presented information regarding the professional development opportunities and supports that have been developed for school staff related to school culture, care of students, and addressing the impact of trauma on learning. The discussion included opportunities, accomplishments, challenges, goals, partnerships, the use of data, and methods of sharing helpful information with parents.

Board members requested additional information, including the opportunity to read the same books on this topic that staff members are reading.

I. ACTION: Nominate OSBA Board Members

Board Chair Lisa Allen explained that the Washington County region now has a third position on the OSBA Board of Directors, and nominations for this position are open until September 28. Board Chair Allen explained that Director Erika Lopez has been encouraged to run for the position, and has agreed to do so. Board Chair Allen opened the discussion regarding nominations, but no additional candidates were discussed.

Board Chair Allen declared the nominations open for OSBA Board of Directors position 20.

Director Kim Strelchun MOVED, SECONDED by Director Jaci Spross, that the Board of Directors nominate Erika Lopez for the OSBA Board of Director position 20. The MOTION CARRIED (6-0). Director Mark Watson was not present.

J. ACTION: Nominate OSBA Legislative Policy Committee Members

Board Chair Lisa Allen explained that the Washington County region now also has a third position (position 20) on the OSBA Legislative Policy Committee and asked if any Board members were interested in being nominated to serve on this committee. No Board members expressed an interest in this opportunity. Director Kim Strelchun's term in position 15 will continue through June 2019.

K. Board Discussion

1. NSBA Conference Planning

Board members discussed their interest in attending the National School Boards Association conference in Philadelphia, Pennsylvania, on March 30 – April 1, 2019. Board Chair Lisa Allen and Director Kim Strelchun will consider attending the conference and will confirm their plans by September 25.

2. Board Discussion Time

Board members provided brief summaries of their recent and upcoming activities.

L. Adjourn

The meeting was adjourned at 8:10 PM.

HILLSBORO SCHOOL DISTRICT BOARD OF DIRECTORS—MINUTES
September 25, 2018
District Administration Center, 3083 NE 49th Place, Hillsboro, Oregon

DRAFT

1. **WORK SESSION**

Board Present:

Lisa Allen, Chair
Erika Lopez, Vice Chair
Martin Granum
Yadira Martinez
Jaci Spross
Kim Strelchun
Mark Watson

Staff Present:

Mike Scott, Superintendent
Travis Reiman, Assistant Superintendent, Academic Services
Dayle Spitzer, Assistant Superintendent, School Performance
Beth Graser, Chief Communications Officer
Michelle Morrison, Chief Financial Officer
Casey Waletich, Chief Operations Officer
Val Bokma, Assistant to the Board
Diana Kleintob, Technology Support
Sean Patrovsky, Technology Support
Kelli Waibel, Technology Support

Student Representatives Present:

Jessica Jose-Nickerson
Samanta Vega Contreras

Budget Committee Applicants

Present:

Nina Carlson
Elizabeth Christensen
Kyle Taylor

Board Chair Lisa Allen called the meeting to order at 5:16 PM.

A. Discuss Budget Committee Applications / Introduce Applicants

Positions 3 and 4 on the District's Budget Committee are currently vacant, with terms that ended on June 30, 2018. The following candidates have applied to serve on the Budget Committee:

- Nina Carlson (position 3, requesting reinstatement)
- Elizabeth Christensen (position 4, requesting reinstatement)
- Kyle Taylor (new application)

Chief Financial Officer Michelle Morrison introduced the candidates, who briefly addressed the Board regarding their qualifications and interest in serving.

On October 23, Board members are scheduled to select and appoint Budget Committee members to serve in the vacant positions.

B. Citizens' Curriculum Advisory Committee Candidates - Selection Process

Assistant Superintendent Travis Reiman explained that additional community members have applied to serve on the Citizens' Curriculum Advisory Committee (CCAC), and that more candidates are needed in order for a full committee to be appointed. He recommended that the Board select and appoint candidates at this time, and the

application window be extended until a full committee has been appointed. He explained that the CCAC leaders have approved this recommendation.

As of September 25, the following candidates had applied to serve on the CCAC:

- Chris Adzima
- Allan Rodrigo Aguilar Vargas
- Patrick McGuire
- Lizzy Bou (student, Century High School)
- Wendy Romeli Echeverria-Garcia (student, Glencoe High School)

Board members discussed committee membership and recruiting, and agreed that if two students from the same school applied, they could both potentially be appointed to serve on the committee.

Board members selected their preferred candidates, in order to identify a slate of candidates to be appointed during the regular session.

- Board Chair Lisa Allen selected Chris Adzima, Allan Rodrigo Aguilar Vargas, Patrick McGuire, and students Lizzy Bou and Wendy Romeli Echeverria-Garcia
- Director Martin Granum selected Chris Adzima, Allan Rodrigo Aguilar Vargas, Patrick McGuire, and students Lizzy Bou and Wendy Romeli Echeverria-Garcia
- Director Erika Lopez selected Chris Adzima, Allan Rodrigo Aguilar Vargas, Patrick McGuire, and students Lizzy Bou and Wendy Romeli Echeverria-Garcia
- Director Yadira Martinez selected Chris Adzima, Allan Rodrigo Aguilar Vargas, Patrick McGuire, and students Lizzy Bou and Wendy Romeli Echeverria-Garcia
- Director Jaci Spross selected Chris Adzima, Patrick McGuire, and students Lizzy Bou and Wendy Romeli Echeverria-Garcia
- Director Kim Strelchun selected Chris Adzima, Allan Rodrigo Aguilar Vargas, Patrick McGuire, and students Lizzy Bou and Wendy Romeli Echeverria-Garcia
- Director Mark Watson selected Chris Adzima, Allan Rodrigo Aguilar Vargas, Patrick McGuire, and students Lizzy Bou and Wendy Romeli Echeverria-Garcia
- Student Representative Jessica Jose-Nickerson selected Chris Adzima, Allan Rodrigo Aguilar Vargas, Patrick McGuire, and students Lizzy Bou and Wendy Romeli Echeverria-Garcia
- Student Representative Samanta Vega Contreras selected Chris Adzima, Allan Rodrigo Aguilar Vargas, Patrick McGuire, and students Lizzy Bou and Wendy Romeli Echeverria-Garcia

Based on these selections, it was determined that all of the candidates would be appointed during the regular session.

C. Erin's Law Update

Assistant Superintendent Travis Reiman presented an overview of the curriculum requirements of Senate Bill (SB) 856, which expanded Oregon Health Education standards to include annual lessons on sexual abuse prevention. He discussed the steps the District will take to ensure compliance with this law, and responded to questions regarding the cost of implementing these changes.

Assistant Superintendent Reiman also explained that the CCAC will be reviewing the standards and the District's instruction plan this year, and making a recommendation to the Board; and he announced that an informational meeting has been scheduled on October 4 at the library.

D. High School Schedule Update

Assistant Superintendent Dayle Spitzer presented an update on the initial research and discussions of a team of Office for School Performance leaders, high school stakeholders, and interested staff who are analyzing the effectiveness of the District's current high school bell schedule, researching other options that might be more effective, and discussing the possibility of considering a high school schedule change that has been requested by some of the District's teacher leaders. The committee's priorities include maximizing staff members' time with students in order to optimize learning and create more effective connections between students and staff, and meeting the District's goal that all students graduate career- and college- ready. The team's next steps will include surveying stakeholders (students, families, and staff), analyzing data and input received via the survey, evaluating models, and drafting a recommendation. If a change is recommended, a plan will be developed to support students, staff, and families through the transition process.

E. Middle School Redesign Update

Executive Director Audrea Neville presented an update on the work of the middle school redesign committee, which has been meeting over the past year to review best practices and available resources for a possible middle school redesign, with a focus on providing support for middle school students' social, emotional, and academic needs, and their future career and college success. The committee is examining schedule models and considering the length of time students are enrolled at each school level, advisory programs, daily schedules, and the use of technology. After completing their analysis of schedule models, the committee intends to request input from stakeholders.

F. Discuss Board Goals

Board members discussed their goals for the 2018-19 school year. Based on the discussion, Board Chair Lisa Allen will draft goals that the Board will review and discuss during a future meeting.

G. Board Discussion Time

Board members, Student Representatives, and the Superintendent discussed school programs, recent and upcoming activities, and goals and priorities. Director Kim Strelchun expressed her interest in attending the NSBA 2019 Advocacy Conference, rather than the NSBA 2019 Annual Convention. The Board's consensus was in support of Director Strelchun attending the Advocacy Conference.

H. Recess Board Meeting

The meeting was recessed at 6:42 PM.

2. **REGULAR SESSION**

Board Present:

Lisa Allen, Chair
Erika Lopez, Vice Chair
Martin Granum
Yadira Martinez
Jaci Spross
Kim Strelchun
Mark Watson

Student Representatives Present:

Jessica Jose-Nickerson
Samanta Vega Contreras

Others Present:

Sharon Angal, Quatama
Elementary School
Matt Buckingham, Citizens' Bond
Oversight Committee
Aron Carleson, Hillsboro Schools
Foundation
Devin Hunter, HCU
Jill Golay, HEA

Staff Present:

Mike Scott, Superintendent
Travis Reiman, Assistant Superintendent, Academic Services
Dayle Spitzer, Assistant Superintendent, School Performance
Beth Graser, Chief Communications Officer
Michelle Morrison, Chief Financial Officer
Adam Stewart, Capital Projects Officer
Casey Waletich, Chief Operations Officer
Val Bokma, Assistant to the Board
Martha Méndez Bolaños, Bilingual Interpreter / Translator
Gaspar Lopez Lopez, Bilingual Interpreter / Translator
Diana Kleintob, Technology Support
Sean Patrovsky, Technology Support
Kelli Waibel, Technology Support

A. Call to Order and Flag Salute

Board Chair Lisa Allen reconvened the meeting at 7:01 PM and led the Pledge of Allegiance.

B. Action Item

1. Appoint Student Representatives to the Board of Directors and Administer the Oath of Office

Director Jaci Spross MOVED, SECONDED by Director Kim Strelchun, that the Board of Directors appoint Jessica Jose-Nickerson and Samanta Vega Contreras to serve as Student Representatives to the Board of Directors for the 2018-19 school year. The MOTION CARRIED (7-0).

Board Chair Lisa Allen administered the oath of office for the position of Student Representative to the Board of Directors to Jessica Jose-Nickerson and Samanta Vega Contreras.

C. Student Presentation / Recognition

1. Recognition: Sharon Angal, Quatama Elementary School Teacher, Recipient of Presidential Award

Sharon Angal, third grade teacher at Quatama Elementary School, was recognized for her accomplishment in receiving a Presidential Award for Excellence in Mathematics and Science Teaching (PAEMST), and for her excellence in teaching and her commitment to students. The PAEMST is the

highest recognition available for K-12 math and science teachers in the United States.

D. Approval of Agenda

Director Martin Granum MOVED, SECONDED by Director Erika Lopez, to approve the agenda. The MOTION CARRIED (7-0).

E. Audience Time

No requests to address the Board were submitted.

F. Reports and Discussion

Note: The following report was presented at this time: Agenda Item F2: Hillsboro Schools Foundation – Annual Report.

1. Citizens' Bond Oversight Committee Report

Note: This report was presented following agenda item F2: Hillsboro Schools Foundation – Annual Report.

Citizens' Bond Oversight Committee Chair Matt Buckingham and Capital Projects Officer Adam Stewart presented the initial report of the Citizens' Bond Oversight Committee to the Board of Directors. The report included an overview of the progress and expenditures on the 2018 bond projects; preparation, planning, and anticipated challenges for the 2019 bond projects; and the status of the bond contingency funds. The anticipated challenges are primarily related to increased competition for tradespeople and materials, and potential cost increases for materials, as a result of the unprecedented growth in the Portland metro area and potential tariffs on steel and other construction essentials.

2. Hillsboro Schools Foundation - Annual Report

Hillsboro Schools Foundation (HSF) Executive Director Aron Carleson presented an overview of HSF's fundraising work, community partnerships, and recent grants for innovative programs, which benefit students throughout the District. She announced HSF's latest initiative, the funding of robust technology exploration classes in all four middle schools.

HSF has invested nearly \$4 million in Hillsboro Schools since 2001. Fundraising events include the annual phone-a-thon, with District high school students participating, which is scheduled on October 8; and the annual gala, which is scheduled on February 23, 2019.

Superintendent Mike Scott and Board Chair Lisa Allen thanked HSF for their partnership and all of the valuable work they do to benefit students.

3. Present Superintendent's Goals for 2018-19

Superintendent Mike Scott presented his goals for the 2018-19 school year. Superintendent Scott's goals are included in the Board meeting packet.

4. Financial Report

Chief Financial Officer Michelle Morrison presented the monthly financial report. The report is included in the Board meeting packet.

G. Consent Agenda

Consent agenda items are distributed to Board members in advance for study, and enacted with a single motion.

Director Kim Strelchun MOVED, SECONDED by Director Martin Granum, to approve the Consent Agenda as printed. The MOTION CARRIED (7-0).

Consent Agenda items were as follows:

1. Approve Minutes of June 26, 2018, Board Meeting
2. Approve Minutes of August 6, 2018, Board Meeting
3. Approve Routine Personnel Matters
4. Accept Gifts and Donations
5. Readopt Board / Superintendent Working Agreements
6. Approve Policy Revisions (presented for first reading on June 26, 2018)
 - a. Policy DN: Disposal of District Property
 - b. Policy EEACA: School Bus Driver Examination and Training
 - c. Policies Regarding Personnel
 1. Policy GCA: License Requirements
 2. Policy GCI/GDI: Assignments and Transfers
 3. Policy GCPB/GDPB: Resignation of Staff
 - d. Policy ECG: Vehicle Idling

H. Action Items

1. Appoint Citizens' Curriculum Advisory Committee Members

Director Erika Lopez MOVED, SECONDED by Director Jaci Spross, that the Board of Directors appoint the slate of candidates identified during this evening's work session to the open positions on the CCAC, as follows:

- Appoint the following candidates to the CCAC two-year positions: Chris Adzima, Allan Rodrigo Aguilar Vargas, Patrick McGuire
- Appoint the following candidates to the two-year student positions: Lizzy Bou, Wendy Romeli Echeverria-Garcia

The MOTION CARRIED (7-0).

Assistant Superintendent Travis Reiman explained that the CCAC application window will remain open so additional candidates may apply.

2. Appoint Audit Committee

Director Jaci Spross MOVED, SECONDED by Director Kim Strelchun, to appoint directors Yadira Martinez, Martin Granum, and Erika Lopez to the audit committee. The MOTION CARRIED (7-0). Directors Martinez, Granum, and Lopez accepted the appointments.

3. Accept OSCIM Grant and Authorize Signing of Agreement

Chief Financial Officer Michelle Morrison explained that the District has been awarded a \$6 million grant under the Oregon Schools Capital Improvement Matching (OSCIM) grant program. In order to finalize the grant, the Board must accept the grant and authorize the District's Chief Financial Officer to execute the grant agreement. The grant agreement form and the resolution accepting the grant award and authorizing approval of the agreement are included in the Board meeting packet.

Director Mark Watson MOVED, SECONDED by Director Kim Strelchun, that the Board of Directors accept the OSCIM Grant award in the amount of \$6,000,000 and authorize the District's Chief Financial Officer to execute the OSCIM Grant Agreement in substantially the form attached to the resolution. The MOTION CARRIED (7-0).

4. Award Contract for Construction Management / General Contractor Services for 2019 High School, Middle School, and Elementary School Projects

Capital Projects Officer Adam Stewart explained that, in June 2018, the Board of Directors, acting as the Local Contract Review Board, approved the use of the Construction Management / General Contractor alternative construction method for the summer 2019 bond construction projects. Capital Projects Officer Stewart provided information regarding the responses received and the selection process, and presented the interview team's recommendations. This information is included in the Board meeting packet.

Director Kim Strelchun MOVED, SECONDED by Director Erika Lopez, that the Board of Directors award the contract for Construction Management / General Contractor services as follows:

- Glencoe High School addition / renovation, Hillsboro High School renovation, and Miller Big Picture renovation to LCG Pence
- Evergreen Middle School addition / renovation, Brown Middle School renovation, and Poynter Middle School renovation to P&C Construction
- Mooberry Elementary School renovation / gym / portable classroom replacement to Inline Construction
- Eastwood renovation / gym / portable classroom replacement to Five Star Builders

The MOTION CARRIED (7-0).

I. HCU / HEA Reports

HCU President Devin Hunter welcomed the Student Representatives; provided an overview of the work accomplished by classified employees; discussed the bus driver shortage; and emphasized the value of staff recognition, appreciation, respect, guidance, training / tools, and taking action to resolve complaints.

HEA President Jill Golay welcomed the Student Representatives; discussed HEA membership; and provided an overview of HEA's recent work and accomplishments, including the receipt of a \$15,000 grant for implementing the My School My Voice checklist.

J. Student Representatives' Time

Student Representatives briefly discussed recent and upcoming events and topics that are currently impacting students at their schools.

K. Superintendent's Time

Superintendent Mike Scott welcomed the Student Representatives, thanked the carpenters who built the new dais extension, provided a brief summary of his recent activities, and discussed upcoming events.

L. Board of Directors' Time

Board members welcomed the Student Representatives; provided brief summaries of their recent and upcoming activities; expressed appreciation for the work of Hillsboro Schools Foundation, the Citizens' Bond Oversight Committee, and District staff and students; and discussed the importance of advocating for a statewide funding solution for education.

Board Chair Lisa Allen reminded everyone that the October 2 work session will be held at the Hillsboro Civic Center and include a joint session with the Hillsboro City Council.

M. Adjourn Regular Session

The meeting was adjourned at 9:02 PM.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
APPROVE ROUTINE PERSONNEL MATTERS

The Superintendent recommends that the Board of Directors:

- A. Ratify the acceptance of the resignation of the following licensed personnel:

Douglas Knox

Assignment: 1.0 FTE Language Arts
Location: Evergreen Middle School
Effective Date: September 18, 2018

Dixie Mahmud

Assignment: 1.0 FTE 1st/2nd Grade
Location: Lincoln Street Elementary School
Effective Date: September 18, 2018

- E. Approve the employment of the following licensed personnel in the 2018-19 school year:

Cristina Botella Gonzalez

Education: MA – University of Valencia, Valencia, Spain
Experience: 18 years
Assignment: 1.0 FTE Language Arts – South Meadows Middle School

Maria Mercedes Cuevas Trol

Education: BA – University Zaragoza, Zaragoza, Spain
Experience: 9 years
Assignment: 1.0 FTE 4th Grade – Minter Bridge Elementary School

Mindy Gates

Education: MA – Walden University, Minneapolis, MN
Experience: 5 years
Assignment: 1.0 FTE Kindergarten – Indian Hills Elementary School

Stefanie Hui

Education: MA – Oregon State University, Corvallis, OR
Experience: None
Assignment: 1.0 FTE 5th/6th Grade – Reedville Elementary School

Brenna Moreno

Education: MA – Concordia University, Portland, OR
Experience: 5 years
Assignment: 0.5 FTE Health – Century High School

Huy Nguyen

Education: BA – Kennesaw State University, Kennesaw, GA
Experience: None
Assignment: 1.0 FTE Language Arts – Poynter Middle School

Lisa Peeters

Education: MA – Oregon State University, Corvallis, OR
Experience: 13 years
Assignment: 1.0 FTE Mathematics – Glencoe High School

Leslie Wagner

Education: BA – Susquehanna University, Selinsgrove, PA
Experience: 2 years
Assignment: 0.4 FTE Music – Groner K-8 School

Whitney Wagner

Education: MA – Lewis and Clark College, Portland, OR
Experience: 4 years
Assignment: 0.8 FTE Counselor/English Language Learner – Groner K-8 School

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
ACCEPT GIFTS AND DONATIONS
(as of September 30, 2018)

SITUATION

District Policy KH states that the District may receive donations of gifts that may serve to enhance and extend the work of the District, subject to Board approval. Individuals who desire to make contributions are encouraged to consider donations for equipment or services that are not likely to be acquired from public fund expenditures.

The purpose of this report is to describe to the Board the donations received that are valued at \$5,000 or more.

- Donation of \$10,000 from Patterson Booster Club to Patterson Elementary School for teacher classroom supplies.
- Donation of \$16,450 from Quatama Coyote Community Club to Quatama Elementary School for supplies and technology.
- Donation of \$50,000 from the Al Garren Fund to Ladd Acres Elementary School for general education support.

RECOMMENDATION

The Superintendent recommends that the Board of Directors accept these donations.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
PROCLAIM AMERICAN EDUCATION WEEK

SITUATION

The week of November 12 – 16, 2018, has been designated American Education Week. The theme “*Great Public Schools: A Basic Right and Our Responsibility*” serves as a reminder that the future of the community, the state, and the nation is in classrooms now. The education of over 20,000 students in the Hillsboro School District is an important responsibility for every employee, substitute, Board member, volunteer, community partner, and patron. During American Education Week, all partners in the education environment will be acknowledged and recognized.

RECOMMENDATION

The Superintendent recommends that the Board of Directors proclaim November 12 – 16, 2018, as American Education Week in the Hillsboro School District.

PROCLAMATION

WHEREAS public schools are the backbone of our society, providing young people with the tools they need to maintain our nation's precious values of freedom, civility, and equality; and

WHEREAS, by equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and

WHEREAS education employees, be they licensed, classified and technical support staff, or administrators, work tirelessly to serve our children and communities with care and professionalism; and

WHEREAS our nation is celebrating the week of November 12-16, 2018, as American Education Week;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Hillsboro School District does proclaim the week of November 12-16, 2018, as American Education Week in Hillsboro School District, with the theme "Great Public Schools: A Basic Right and Our Responsibility."

The Board of Directors further encourages all citizens to extend their commitment to public education and to the future of our children by supporting our community's schools through the contribution of time and energy.

Dated this 23th day of October, 2018

Lisa Allen, Board Chair

Attested By: Mike Scott, Superintendent



HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
APPOINT BUDGET COMMITTEE MEMBERS

SITUATION

State law and policy DBEA provide for the establishment of a Budget Committee to review the District's proposed budget. The Hillsboro School District Budget Committee consists of seven members appointed by the Board, plus the seven elected Board members. To be eligible for appointment, Budget Committee members must live and be registered to vote in the District, and must not be officers, agents, or employees of the District. The appointed positions are for three-year terms, with staggered expiration dates.

Two Budget Committee positions will be filled in October 2018.

Position	Expires	Member through June 30, 2018	Notes
3	June 30, 2021	Nina Carlson	Ms. Carlson was reappointed to a three-year term in 2015.
4	June 30, 2021	Elizabeth Christensen	Ms. Christensen was appointed in 2017 to fill the final year of this term, as a result of the previous incumbent's election to the Board of Directors.*

*Oregon law provides that if an appointive member is unable to serve the full term for which the member was appointed, or an appointive member resigns prior to completion of the term, the governing body shall fill the vacancy by appointment for the unexpired term (ORS 294.414).

Vacancies on the Budget Committee were publicly announced in June, and applications were received through September 4. The following candidates submitted applications:

- Nina Carlson (request for reinstatement)
- Elizabeth Christensen (request for reinstatement)
- Kyle Taylor (new application)

On September 25, Board members reviewed the Budget Committee applications, and applicants had an opportunity to be introduced to Board members and share their reasons for applying to serve on the committee. During tonight's work session, the Board is scheduled to select candidates, who will be officially appointed during the tonight's regular session.

RECOMMENDATION

The Superintendent recommends that the Board of Directors take action on the following motion:

I move that the Board of Directors appoint the following candidates to the open positions on the Hillsboro School District Budget Committee:

- *Appoint _____ [candidate name] to position 3 on the Budget Committee, with a term expiring on June 30, 2021*
- *Appoint _____ [candidate name] to position 4 on the Budget Committee, with a term expiring on June 30, 2021*

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
ADOPT 2018-19 BOARD GOALS

SITUATION

The ongoing duties of the Board include resource allocation, formulating policy, and interacting with the community in support of the District mission. During the September 11 and 25 Board work sessions, the Board discussed goals for the 2018-19 school year. Based on these discussions, goals have been drafted, which the Board reviewed during this evening's work session.

Proposed Board Goals for 2018-19

- The Board will have an intentional and advertised presence at all of the Superintendent's coffee chats that are scheduled during the spring season of 2019; Board members are also encouraged to attend school and district events throughout the year, including choir performances, athletic events, etc.
- Board and / or Advocacy Committee members will:
 - Meet with all State legislators within the District boundaries, participating in 14 documented meetings:
 - Senate Districts: 12, 13, 14, 15, 16, 17, 18, 19
 - House Districts: 24, 26, 28, 29, 30, 34
 - Participate in orchestrated revenue reform lobbying (emails, calls, visits)
This work can include OSBA*-directed advocacy
(*Oregon School Boards Association)
- The Board will seek 360-degree feedback in this year's evaluation process

The Board is scheduled to discuss the draft goals during this evening's work session, and adopt their goals during this evening's regular session.

RECOMMENDATION

The Superintendent recommends that the Board of Directors take action on the following motion:

I move that the Board of Directors adopt goals, as follows... [or "as printed in the Board meeting packet"].

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
AWARD SECURITY SYSTEMS IMPLEMENTATION CONTRACT FOR
CENTURY HIGH SCHOOL, HILLSBORO HIGH SCHOOL, BROWN MIDDLE
SCHOOL, POYNTER MIDDLE SCHOOL, SOUTH MEADOWS MIDDLE SCHOOL,
AND MILLER BIG PICTURE TO REECE COMPLETE SECURITY SOLUTIONS

SITUATION

As part of the 2017 Bond Program, the District will be implementing security solutions for every building. The first phase of this implementation includes adding / updating cameras, access control, and intrusion alarm systems at Century High School, Hillsboro High School, Brown Middle School, Poynter Middle School, South Meadows Middle School, and Miller Big Picture.

The District issued an Invitation to Bid for these projects on August 8, 2018. A mandatory pre-bid conference was held on August 16, 2018, and bids were due to the District on September 20, 2018, at 2:00 p.m. The District received three qualified responses to the Request for Proposals (RFP), including EC Electric, Long Building Technologies, and Reece Complete Security Solutions. During the week of October 1, the District Security Systems Implementation Team interviewed all three qualified vendors. An evaluation committee, composed of Hillsboro School District Chief Operations Officer Casey Waletich, Security Supervisor Alex Oh, Chief Information Officer Don Wolff, Technology Specialist Brent Gadwa, and consulting firm Northwest Information Services (NIS), reviewed the proposals.

The result of this process is a recommendation to award the security systems implementation contract to Reece Complete Security Solutions for \$1,074,237.15.

RECOMMENDATION

The Superintendent recommends that the Board of Directors take action on the following motion:

I move that the Board of Directors award the security systems implementation contract for Century High School, Hillsboro High School, Brown Middle School, Poynter Middle School, South Meadows Middle School, and Miller Big Picture to Reece Complete Security Solutions for \$1,074,237.15.

HILLSBORO SCHOOL DISTRICT 1J
October 23, 2018
AUTHORIZE THE APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH
THE CITY OF HILLSBORO

SITUATION

The Hillsboro School District has, as one of its 2017 bond projects, committed to build a District-owned fiber network that will connect all District schools and support facilities. A fiber network provides the essential pathways to connect schools and support facilities together for essential operations of phone systems, environmental control communication, and access to the Internet and digital applications and resources.

Currently, the City of Hillsboro is also beginning the construction of a Fiber to the Premises (FTTP) project whose backbone fiber paths will align with the School District's build.

The City and the District have been working together to align their work, share pathways and the responsibility for maintaining the completed network, and share the financial burden where possible. In order to move forward with this cooperative work, an intergovernmental agreement (IGA) has been drafted, defining the shared responsibilities and how the two entities will work together.

Specifically, the District and the City will agree to the following, through the execution of this IGA:

- 1) The Hillsboro School District will pay for the backbone construction where it is needed.
- 2) The City of Hillsboro can increase the amount of fiber being constructed and pay for the additional construction costs.
- 3) The Hillsboro School District cedes management of all fiber being built to the City of Hillsboro for the length of the IGA.
- 4) The City of Hillsboro will manage and maintain all aspects of the fiber network, including locates, breaks and fixes, and all other components that come with owning a large fiber installation.
- 5) The Hillsboro School District will retain complete control of 12 strands of fiber throughout the network for use as the District sees fit.

This IGA has been reviewed and approved by the District's legal counsel, and input and guidance have been received from the bond finance attorneys who oversee the implementation of the District's bond.

RECOMMENDATION

The Superintendent recommends that the Board of Directors take action on the following motion:

I move that the Board of Directors authorize the Superintendent to sign the intergovernmental agreement with the City of Hillsboro, as included in the October 23, 2018, Board meeting packet, on behalf of the Hillsboro School District.



INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between the City of Hillsboro, a municipal corporation of the State of Oregon ("City"), and the Hillsboro School District ("District").

RECITALS

Whereas, the Hillsboro School District desires to build a fiber optic network connecting all its facilities; and

Whereas, the City of Hillsboro desires to build a fiber optic cable network capable of reaching every building within the city; and

Whereas, both recognize the value in cooperating on the construction and operation of the fiber networks to minimize duplicated efforts and costs; and

Whereas, the Hillsboro School District does not desire to operate and maintain a fiber network once completed; and

Whereas, the Hillsboro School District will pay for cost of building the network to meet their requirements and the City of Hillsboro will pay any cost increases resulting from expanding the design to meet City requirements.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1) **Start and End dates.**

The **effective date** of this Agreement is: the last date signed by the parties below. This Agreement shall continue until June 30, 2038. Agreement may be terminated earlier, or term may be extended, as provided in this Agreement.

2) **Agreement documents.**

This Agreement consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence. The Exhibits to this contract are:

- Exhibit A: Map of fiber path.
- Exhibit B: List of each school facility to be served

3) **Responsibilities of the Parties.**

a) City of Hillsboro Responsibilities:

- Provide design, engineering, and construction management services for the initial build of a network to provide for the fiber optic cable connectivity of every District facility listed in Exhibit B according to a final design approved by the District (the "Network").
- Maintain and operate the entire backbone of the Network infrastructure including all conduit, junction boxes, aerial connections, fiber cabling, and splice enclosures. This will include providing services such as locates, repairing damaged infrastructure, and tree

trimming. The City's responsibility for maintaining and operating the backbone of the Network infrastructure as described above will end at the property line of each District facility described in Exhibit B, provided that the City's responsibility for maintaining the fiber cabling will end at the fiber distribution unit installed in each facility. City shall have no responsibility for providing, running or maintaining an actual data network used by the District Facilities.

- Payment of all costs associated with maintaining and operating the backbone of the Network Infrastructure including costs for materials, labor and right-of-way fees, provided that City's payment obligations shall not extend to any costs to repair damages that result directly from any act or omission by the District, its officers, employees or agents.
- Subject to agreement by the Parties regarding cost and design, provide design, engineering, and construction management services for extending the Network to future District facilities.
- Pay for the portion of the Network construction costs resulting from City requirements in excess of District requirements.
- Ensure that the District has access to at least twelve strands of usable fiber cable at each location and throughout the designed network.
- Within thirty (30) days of receiving an invoice from the District, pay the City's portion of the Network construction costs resulting from building the Network to meet City Requirements.

b) Hillsboro School District Responsibilities:

- Coordinate with City to approve final Network design. District's approval of the final design of the Network shall not be unreasonably withheld.
- Provide a physical path on District property to connect the Network from the right of way into an appropriately equipped and maintained telecommunications room at each District facility listed in Exhibit B.
- Providing, running and maintaining a data network, which includes but is not limited to all equipment, employees, contractors and expertise, on the Network.
- Coordinate with the City on the design of future District facilities to ensure they can be connected to the Network in an efficient and timely manner, if the District so desires for such connection to occur.
- Subject to agreement by the Parties regarding cost and design, pay for the portion of any construction costs resulting from extending the Network to future District facilities.
- Provide an invoice to the City for its portion of the Network construction costs.

4) **Compliance with applicable laws.**

Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap. In addition, each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

5) **Recitals.**

The recitals above are incorporated herein as if fully set forth.

6) **Independent Contractor.**

Each party is an independent contractor with regard to each other party and agrees that the performing party has no control over the work or the manner in which it is performed. No party is an agent or employee of any other. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and

each party hereby specifically disclaims any such relationship.

7) **Ownership.**

The City and District will own a proportional share of the backbone of the Network infrastructure based on the total strand count allocated to the City or the District. The District will have twelve stands allocated. The City's count is dependent on the final network design.

8) **Termination.**

a) Termination for convenience.

This Agreement may be terminated at any time by the mutual consent of the Parties. In addition, this Agreement may be terminated, with or without cause and at any time, by a party by providing 180 days' written notice of intent to the other party.

If either party terminates for convenience, ownership of the backbone of the Network infrastructure will be conveyed to the other party, and they will be responsible for all operation and maintenance of the backbone moving forward. Thereafter, the non-terminating party may take whatever action necessary to protect the backbone of the Network infrastructure for its continued use, including, but not limited to removing cables that the terminating party used previously. The terminating party will have no right to any repayment of any funds. If City terminates prior to it making any payment required by paragraph 3(a) above, City shall within thirty (30) days of providing its termination notice, pay to District the City's portion of any construction costs incurred prior to or on the termination date as well as reasonable expenses associated with winding down the project. Upon receiving City's termination notice, District shall immediately cease any uncompleted work other than winding down the project as necessary to permit the continuation of construction District's portion of the backbone of the Network infrastructure.

b) Termination for cause.

Either party may terminate this Agreement, in whole or in part, immediately upon notice, or at such later date as may be established in such a notice, to the other party upon the occurrence of the following events: One party commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Agreement, fails to perform the work or services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work or services as to endanger the performance under this Agreement in accordance with its terms.

9) **Changes.**

Modifications to this Agreement are valid only if made in writing and signed by all parties.

10) **Indemnification.**

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that party or its officers, employees or agents.

11) **Action, suits or claims.**

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement.

12) **Insurance.**

Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the

duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

13) **No Third Party Beneficiaries.**

Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

14) **Remedies, non-waiver.**

The remedies provided under this Agreement shall not be exclusive. The parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

15) **Oregon law, Dispute Resolution and Forum.**

This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen (14) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

16) **Assignment.**

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party or parties.

17) **Severability/Survival of terms.**

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

18) **Force Majeure.**

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, other acts of nature or acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

19) **Interpretation of Agreement.**

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

20) **Integration.**

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or

communications of every kind on the subject.

21) **Other Necessary Acts.**

The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

- 22) **Notice.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing, postage prepaid, to City or the District at the address or number set forth below.

City:	City of Hillsboro
Contact Name:	Greg Mont
Title:	Information Services Director
Department:	Information Services
Contact Phone:	503-681-5401
Contact Address:	150 E Main St
Contact Email:	Greg.Mont@Hillsboro-Oregon.gov
Hillsboro School District:	Hillsboro School District
Contact Name:	
Title:	
Department:	
Contact Phone:	
Contact Address:	
Contact Email:	

23) **Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

All of the aforementioned is hereby agreed upon by the parties and executed by the duly authorized representatives of the parties signing on the next page.

|

The City and the District hereby agree to all provisions of this Agreement:

FOR THE CITY:

FOR HILLSBORO SCHOOL DISTRICT

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date

Date

Exhibit A: Map of Fiber Path

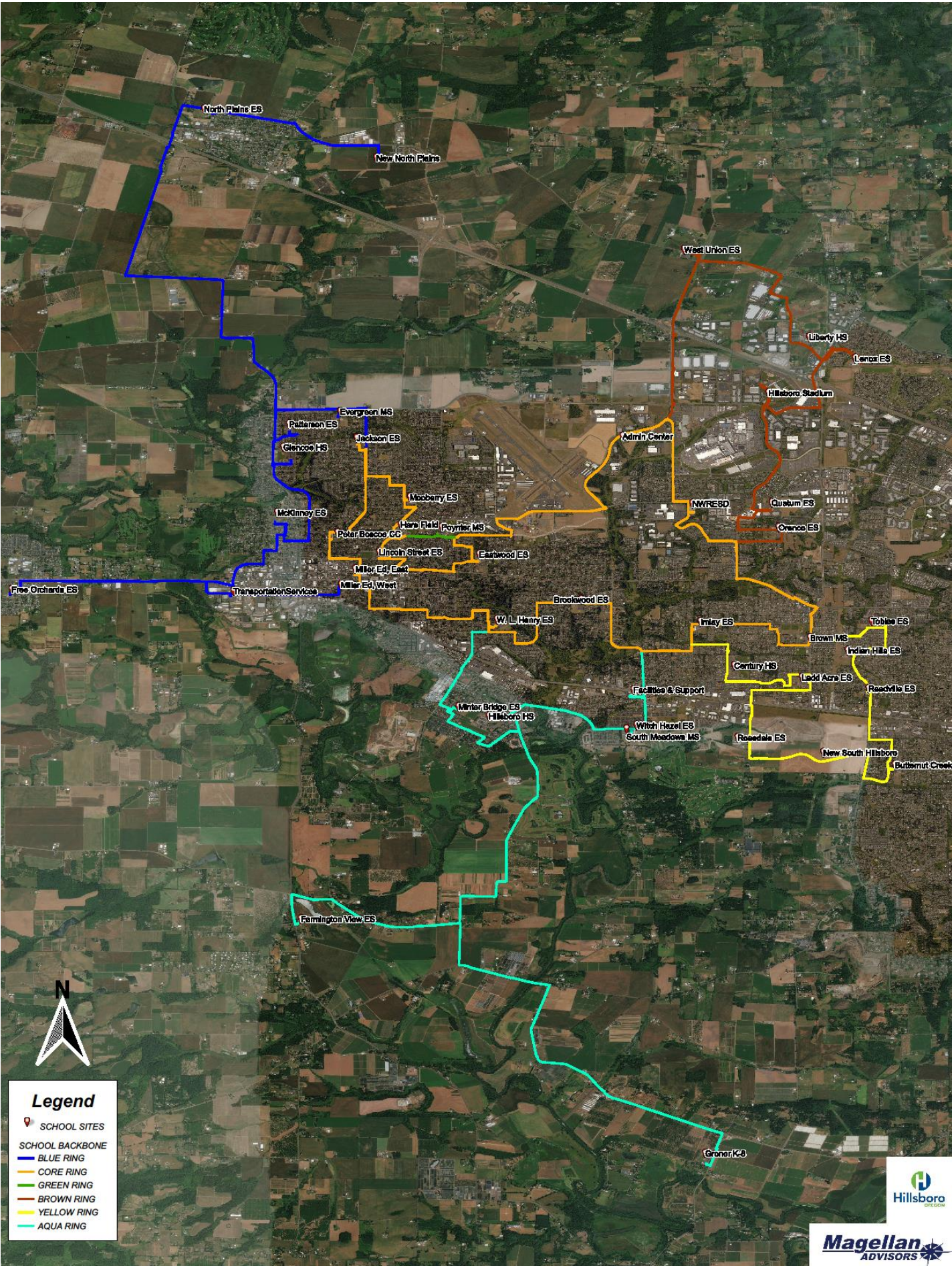


Exhibit B: List of each school facility to be served.

Administration Center

3083 NE 49th Place
Hillsboro, OR 97124

Facilities & Support Services

4901 SE Witch Hazel Rd.
Hillsboro, OR 97123

Transportation Services

1220 SW Walnut St.
Hillsboro, OR 97123

Hare Field

1151 NE Grant St.
Hillsboro, OR 97124

Hillsboro Online Academy

(HOA, grades 3-12) and
Peter Boscow Conf. Ctr.
452 NE 3rd Ave.
Hillsboro, OR 97124

NWRES D

5825 NE Ray Cir
Hillsboro, OR 97124

HIGH SCHOOLS

Century

2000 SE Century Blvd.
Hillsboro, OR 97123

Glencoe

2700 NW Glencoe Rd.
Hillsboro, OR 97124

Hilhi

3285 SE Rood Bridge Rd.
Hillsboro, OR 97123

Liberty

7445 NE Wagon Dr.
Hillsboro, OR 97124

Miller Education Ctr. West

440 SE Oak St.
Hillsboro, OR 97123

Miller Education Ctr. East

215 SE 6th Ave.
Hillsboro, OR 97123

MIDDLE SCHOOLS

Brown

1505 SE Cornelius Pass Rd.
Hillsboro, OR 97123

Evergreen

456 NE Evergreen Rd.
Hillsboro, OR 97124

Groner K-8

23405 SW Scholls Ferry Rd.
Hillsboro, OR 97123

J.W. Poynter

1535 NE Grant St.
Hillsboro, OR 97124

South Meadows

4690 SE Davis Rd.
Hillsboro, OR 97123

Miller Education Ctr. (7/8)

560 SE 3rd Ave.
Hillsboro, OR 97123

ELEMENTARY SCHOOLS

Brookwood

3960 SE Cedar St.
Hillsboro, OR 97123

Butternut Creek

20395 SW Florence St.
Aloha, OR 97078

Exhibit B: List of each school facility to be served.

Eastwood

2100 NE Lincoln St.
Hillsboro, OR 97124

Farmington View

8300 SW Hillsboro Hwy.
Hillsboro, OR 97123

Free Orchards

2499 S Beech St.
Cornelius, OR 97113

W.L. Henry

1060 SE 24th Ave.
Hillsboro, OR 97123

Imlay

5900 SE Lois St.
Hillsboro, OR 97123

Indian Hills

21260 SW Rock Rd.
Aloha, OR 97003

Jackson

675 NE Estate Dr.
Hillsboro, OR 97124

Ladd Acres

2425 SE Cornelius Pass Rd.
Hillsboro, OR 97123

Lenox

21200 NW Rock Creek Blvd.
Portland, OR 97229

Lincoln Street

801 NE Lincoln St.
Hillsboro, OR 97124

W. Verne McKinney

535 NW Darnielle St
Hillsboro, OR 97124

Minter Bridge

1750 SE Jacquelin Dr.
Hillsboro, OR 97123

Mooberry

1230 NE 10th Ave.
Hillsboro, OR 97124

North Plains

32030 NW North Ave.
North Plains, OR 97133

Orengo

7050 NE Birch St.
Hillsboro, OR 97124

Paul L. Patterson

261 NE Lenox St.
Hillsboro, OR 97124

Quatama

6905 NE Campus Way
Hillsboro, OR 97124

Reedville

2695 SW 209th Ave.
Aloha, OR 97003

Rosedale

3901 SE 67th Ave.
Beaverton, OR 97078

L.C. Tobias

1065 SW 206th Ave.
Aloha, OR 97003

West Union

23870 NW West Union Rd.
Hillsboro, OR 97124

Witch Hazel

4950 SE Davis Rd.
Hillsboro, OR 97123

Exhibit B: List of each school facility to be served.

New North Plains

TBD

New South Hillsboro

TBD