

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

Board Meeting Agenda
May 25, 2021
5:15 PM

1. 5:15 PM - Executive Session

On Google Meets

- A. Call to Order Executive Session
Presenter: Erika Lopez
Time: 5:15 PM
- B. ORS 192.660(2)(i) - Evaluation of the Superintendent
Presenter: Erika Lopez / Martin Granum
Time: 5:15 PM, 30 minutes
- C. Recess Executive Session
Presenter: Erika Lopez
Time: 5:45 PM

2. 5:45 PM - Work Session

- A. Citizen Bond Oversight Committee Report 4
Presenter: Adam Stewart / Matt Buckingham
Time: 5:45 PM, 30 minutes
- B. Board Leadership Planning 5
Presenter: Erika Lopez
Time: 6:15 PM, 10 minutes
- C. Non-Union Employee Salary Discussion 6
Presenter: Kona Lew-Williams / Michelle Morrison
Time: 6:25 PM, 15 minutes
- D. In-Person Learning Update 7
Presenters: Travis Reiman / Dayle Spitzer / Beth Graser
Time: 6:40 PM, 10 minutes
- E. Recess Board Meeting
Presenter: Erika Lopez
Time: 6:50 PM

3. 7:00 PM - Regular Session

- A. Call to Order and Flag Salute
Presenter: Erika Lopez
Time: 7:00 PM, 5 minutes
- B. Land Acknowledgement 8
Presenter: Erika Lopez
Time: 7:05 PM, 5 minutes
- C. Recognitions and Proclamations
Presenter: Erika Lopez
Time: 7:10 PM, 5 minutes
 - 1. LGBTQ Pride Month 9
Presenter: Lisa Allen
- D. Approval of Agenda
Presenter: Erika Lopez

	SAMPLE MOTION: <i>I move that the Board of Directors approve the Agenda as printed.</i>	
	Time: 7:15 PM, 5 minutes	
E. Audience Time	Presenter: Erika Lopez / Beth Graser	
	Time: 7:20 PM, 10 minutes	
F. Consent Agenda	<i>Consent agenda items are distributed to Board members in advance for study, and enacted with a single motion.</i>	
	Presenter: Erika Lopez	
	SAMPLE MOTION: <i>I move that the Board of Directors approve the Consent Agenda as printed.</i>	
	Time: 7:30 PM, 5 minutes	
	1. Approve Minutes of April 27, 2021 Board Meeting	10
	2. Approve Minutes of May 11, 2021 Board Meeting	17
	3. Approve Routine Personnel Matters	19
	4. Approve High School Courses: Translation and Interpretation	22
G. Action Items		
	1. School Resource Officer Intergovernmental Agreement Approval	27
	Presenters: Mike Scott / Morgan Quimby / Alex Oh	
	SAMPLE MOTION: <i>I move that the Board of Directors approve the School Resource Officer Intergovernmental Agreement between the Hillsboro School District and the Washington County Sheriff's Office.</i>	
	Time: 7:35 PM, 5 minutes	
	2. Award Contract for Hillsboro High School Concrete Replacement	42
	Presenter: Adam Stewart	
	SAMPLE MOTION: <i>I move that the Board of Directors award the contract for Hillsboro High School Concrete Replacement project to 5 Star Builders for the base bid amount of \$455,228.71.</i>	
	Time: 7:40 PM, 5 minutes	
	3. Authorization of Summer Childcare RFP and Advance Award	44
	Presenter: Michelle Morrison	
	SAMPLE MOTION: <i>I move that the Board of Directors authorize the Summer Childcare Request for Proposals and Advance Award of service contracts to organizations qualified through the Request for Proposal Process.</i>	
	Time: 7:45 PM, 5 minutes	
	4. Approve Salary Adjustments for Non-Union Employees	61
	Presenter: Kona Lew-Williams / Michelle Morrison	
	SAMPLE MOTION: <i>I move that the Board of Directors approve the 2021-2024 individual contracts with executive management, administrators, confidential, and supervisory-technical employees.</i>	
	Time: 7:50 PM, 10 minutes	
H. Reports and Discussion		
	1. Financial Report	62
	Presenter: Michelle Morrison	
	Time: 8:00 PM, 5 minutes	
I. Policies - First Reading	<i>Policies that are scheduled for first reading are included in the Board meeting</i>	

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.

Presenter: Mike Scott

Time: 8:05 PM, 5 minutes

1. C - General School Administration
 - a. CBA: Qualifications and Duties of the Superintendent 67
Presenter: Kona Lew-Williams
2. I - Instruction
 - a. IIBGA: Electronic Communication System 70
Presenter: Jordan Beveridge
 - b. IIBGA-AR: Electronic Communication System 72
Presenter: Jordan Beveridge
3. J - Students
 - a. JGA: Corporal Punishment 80
Presenter: Dayle Spitzer
 - b. JHCA/JHCB: Immunizations, Physical Examinations, Vision 81
Screening/Eye Examinations and Dental Screening
Presenter: Travis Reiman

J. HCU / HEA Reports

Time: 8:10 PM, 10 minutes

K. Discussion Time

Time: 8:20 PM, 10 minutes

1. Student Representatives' Time
2. Superintendent's Time
3. Board of Directors' Time

L. Adjourn Regular Session

Time: 8:30 PM

M. Next Meetings of the Board of Directors

- June 22, 2021, Work / Regular Session

HILLSBORO SCHOOL DISTRICT 1J
May 25, 2021
CITIZEN BOND OVERSIGHT COMMITTEE REPORT TO SCHOOL BOARD

SITUATION

As part of the 2017 bond campaign, the District committed to the formation of a Citizen's Bond Oversight Committee. The purpose and authority of the Oversight Committee is to convene quarterly, or as needed, to review progress on projects detailed in the Hillsboro School District Bond Measure 34-278. The Committee will review progress and monitor program spending and construction schedules. A written report describing program progress will be prepared for each Committee meeting. The written report will be shared with the Board of Directors and will be published on the Hillsboro School District website.

Tonight, the Hillsboro School Board of Directors will receive a report from the Citizen's Bond Oversight Committee Chairman Matt Buckingham. Mr. Buckingham and Capital Projects Officer Adam Stewart will provide information regarding summer 2021 bond projects, schedules and budgets and answer Board members' questions regarding the bond program and Citizen Bond Oversight Committee activities.

RECOMMENDATION

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

HILLSBORO SCHOOL DISTRICT 1J
May 25, 2021
BOARD LEADERSHIP PLANNING

SITUATION

The Board takes time each year to discuss the election of officers for the subsequent year. The election of Chair and Vice Chair will take place during the Board meeting in June. All seven Board members are eligible to run for office. The Board Chair will facilitate a discussion that allows each Board member to express an interest in running for office, and gives Board members an opportunity to ask questions, express the qualities they would like to see in the Chair and Vice Chair, and consider the decisions they must make for leadership.

RECOMMENDATION

The Superintendent recommends that the Board of Directors discuss Board leadership planning for 2021-22.

HILLSBORO SCHOOL DISTRICT 1J
May 25, 2021
NON-UNION EMPLOYEE SALARY ADJUSTMENTS DISCUSSION

SITUATION

The executive management staff, administrators, confidential, and supervisory-technical employees are not included in a bargaining unit. Annually, the Board authorizes their compensation after receiving recommendations from the Superintendent. Per state public meeting laws (42 Op Atty Gen 362 [1982]), salaries for non-union employees may not be discussed in executive session. The Board is scheduled to take action regarding compensation for non-union employees during tonight's regular session.

The District has undergone a comprehensive compensation review for all executive management, administrators, confidential, and supervisory-technical employees to determine whether or not Hillsboro is competitive for recruitment and retention purposes. As a result of the process, a detailed recommendation to adjust positions has been shared.

The compensation review comparison was conducted by a third party and included pulling salary and benefit information from districts that were similar to either size and/or geographic area. These included Portland, Tigard-Tualatin, Sherwood, Beaverton, Forest Grove, North Clackamas, Eugene, and Salem-Keizer. The study sought to compare compensation with like positions.

The current Memorandum of Agreement (MOA) will remain in status quo for the Cost of Living Adjustments (COLA) and insurance benefits until we reach agreement with the licensed union. Once an agreement is reached, the non-represented staff will receive the same COLA as the licensed staff. Effective July 1, 2021, all other elements of the MOA will go into effect for non-represented staff. The duration of the next MOA will be for a three year period effective July 1, 2021 thru June 30, 2024.

RECOMMENDATION

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

HILLSBORO SCHOOL DISTRICT 1J
May 25, 2021
IN-PERSON LEARNING UPDATE

SITUATION

The Board will receive an update on in-person learning, summer programming, graduation planning, and plans for Fall 2021.

RECOMMENDATION

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

**HILLSBORO SCHOOL DISTRICT 1J
BOARD OF DIRECTORS 2020-2021
LAND ACKNOWLEDGEMENT**

As we gather here today, even in this virtual setting, we would like to take a moment to acknowledge that our district service area is on the occupied traditional homelands of the Atfalati Indigenous people, lands we now call Washington County and the State of Oregon.

We thank them and their ancestors for being the original stewards of this land. We take this opportunity to offer gratitude for the opportunity to learn, work, and be a community on this land.

We also acknowledge the systemic policies of colonization that have led to genocide, relocation and assimilation that have impacted Indigenous and Native families, both past and present, and those who will be affected in the future.

According to Kalapuya tradition, people have lived here since time immemorial. Indigenous people still live here today, having persevered through US sponsored war displacement, genocide, and oppression.

We honor the Indigenous people whose traditional and ancestral homelands we stand on: the Tualatin Kalapuya, Kathlamet, Clackamas, Tumwater, Molalla, bands of the Chinook and many other indigenous nations of the Columbia River.

We believe it is important to acknowledge the ancestors of this place and to recognize that we are here because of the sacrifices forced upon them.

In remembering these communities, we honor their legacy, their lives, and their ancestors. We also recognize the urban Indigenous/Native/First Peoples community living in the metro area, which includes over 400 tribal nations.

PROCLAMATION

The Hillsboro School District celebrates the first presidential proclamation recognizing the Transgender Day of Visibility issued by President Joe Biden in March of 2021.

The Hillsboro School District recognizes that the struggle for dignity and equality for lesbian, gay, bisexual, transgender and questioning (LGBTQ) people is reflected in the tireless dedication of advocates and allies who strive to forge a more inclusive society.

The Hillsboro School District understands that LGBTQ individuals, including those who live in our local communities, face discrimination simply for being who they are and for who they love and there remains much work to do to extend the promise of our country to every person.

The Hillsboro School District commemorates the landmark Supreme Court decision of 2015 guaranteeing marriage equality in all 50 States was a historic victory for LGBTQ Americans and continues to affirm our belief that we are all more free when we are treated as equals.

The Hillsboro School District celebrates that the month of June is nationally recognized as a time to celebrate contributions of the LGBTQ community to our society and collective history.

The Board of Education of the Hillsboro School District do hereby proclaim the month of June 2021 to be:

LGBTQ PRIDE MONTH



We urge all community members to join us in recognizing the many contributions and achievements of the LGBTQ community to the development and prosperity of our society.

A handwritten signature in black ink that reads "Erika Lopez".

Erika Lopez, Board Chair

DRAFT

HILLSBORO SCHOOL DISTRICT BOARD OF DIRECTORS—MINUTES

April 27, 2021

District Administration Center, 3083 NE 49th Place, Hillsboro, Oregon

1. BUDGET COMMITTEE MEETING

<u>Board Present:</u>	<u>Staff Present:</u>
Erika Lopez, Chair	Mike Scott, Superintendent
Martin Granum, Vice Chair	Travis Reiman, Assistant Superintendent, Academic Services
See Eun Kim	Dayle Spitzer, Assistant Superintendent, School Performance
Yadira Martinez	Beth Graser, Chief Communications Officer
Jaci Spross	Kona Lew-Williams, Chief Human Resources Officer
Mark Watson	Michelle Morrison, Chief Financial Officer
	Casey Waletich, Chief Operations Officer
<u>Student Representatives Present:</u>	Jordan Beveridge, Chief Information Technology Officer
Mya Smith	Olga Acuña, Director of Federal Programs
	Elaine Fox, Executive Director of Student Services
<u>Budget Committee Present:</u>	Saideh Haghighi, Director of Equity and Human Resources
Dawn Wallace	Audrea Neville, Executive Director of Schools
Michael Smith	Francesca Sinapi, Executive Director of Schools
Kevin Murphy	Brooke Nova, Director of CCP and Student Support Networks
Kristine Adams-Wannberg	Jeff Jones, Manager of Business Services
Monica Uribe	Justin Arey, Web Specialist/Designer
	Rose Roman, Executive Assistant to the Board
	Hugo Salmeron, Technology Support
	Melody Hansen, HCU

- I. Call to Order, Welcome
Board Chair Erika Lopez called the meeting to order at 5:17 PM.

- II. Approve Proposed Agenda
Director Martin Granum MOVED, SECONDED by Director Yadira Martinez, to approve the agenda as printed.
The MOTION CARRIED (10-0). No further discussion took place.

- III. Committee Responsibilities, Roles and Process
Chief Financial Officer Michelle Morrison discussed the Budget Committee roles and processes.

- IV. Election of Budget Committee Chair
Director Martin Granum MOVED to elect See Eun Kim as Budget Committee Chair.
The MOTION CARRIED (11-0). No further discussion took place.

- V. Budget Message
Superintendent Mike Scott read his 2021-2022 Budget Message.

- VI. Review Budget outlook and Proposal
Chief Financial Officer Michelle Morrison discussed the budget outlook for Current Service Level (CSL), additional revenue assumptions, expenditure assumptions, fund balance feedback, long range forecast – governor’s budget, potential solutions for chronic underfunding, collective CSL support and investments, Student Investment Act (SIA) final proportionality, federal CARES funding for the biennium, other budget considerations, proposed budget document changes, and next steps.
- VII. Committee Discussion
Erika Lopez asked about federal funding and support for student social/emotional needs. Kristine Adams-Wannberg complimented the Budget document and the ending fund balance, and inquired about bargaining between the classified and licensed unions, and if there are any major PERS changes. Mark Watson asked how much the fund balance has changed the HSD credit rating.
- VII. Public Input
Budget Committee Chair read the Public Comments script. Chief Communications Officer Beth Graser read a statement submitted by Hillsboro Education Association.
- IX. Additional Committee Discussion
Chief Financial Officer Michelle Morrison read a statement submitted by Budget Committee member Kim Strelchen, who was not in attendance. Erika Lopez shared an experience with the Oregon Ways and Means committee and Board members not being allowed to testify, and encouraged budget committee members to contribute.
- X. Possible Action
Director Martin Granum MOVED, seconded by Mark Watson, moved that the Hillsboro School District 1J budget for 2021-22 in the aggregate amount of \$459,024,566 (total of all funds) be approved as proposed, and that the permanent tax rate of \$4.9749 per \$1,000 of assessed value be assessed in support of the General Fund. Director Martin Granum further moved that tax levies totaling \$39,590,776 be approved for the debt service fund for the purpose of the retirement of bonded debt owed by the District.
- The MOTION CARRIED (11-0). No further discussion took place.
- XI. Review Next Steps
Chief Financial Officer Michelle Morrison provided next steps for the approval of the 2021-22 Budget. Superintendent Mike Scott complimented Michelle Morrison and Manager of Business Services Jeff Jones for their work.
- XII. Adjourn
Budget Committee Chair See Eun Kim adjourned the Budget Committee Meeting at 6:21 PM.

2. WORK SESSION

<u>Board Present:</u>	<u>Staff Present:</u>
Erika Lopez, Chair	Mike Scott, Superintendent
Martin Granum, Vice Chair	Travis Reiman, Assistant Superintendent, Academic Services
See Eun Kim	Dayle Spitzer, Assistant Superintendent, School Performance
Yadira Martinez	Beth Graser, Chief Communications Officer
Jaci Spross	Kona Lew-Williams, Chief Human Resources Officer
Mark Watson	Michelle Morrison, Chief Financial Officer
	Casey Waletich, Chief Operations Officer
<u>Student Representatives Present:</u>	Jordan Beveridge, Chief Information Technology Officer
Mya Smith	Olga Acuña, Director of Federal Programs
	Elaine Fox, Executive Director of Student Services
<u>Budget Committee Present:</u>	Saideh Haghighi, Director of Equity and Human Resources
Kevin Murphy	Audrea Neville, Executive Director of Schools
	Francesca Sinapi, Executive Director of Schools
	Brooke Nova, Director of CCP and Student Support Networks
	Justin Arey, Web Specialist/Designer
	Rose Roman, Executive Assistant to the Board
	Hugo Salmeron, Technology Support
	Melody Hansen, HCU

Board Chair Erika Lopez called the meeting to order at 6:21 PM.

- A. Discuss Recommendations for Student Representatives to the Board of Directors for the 2021-22 School Year
 Directors Mark Watson and Jaci Spross discussed the student representative interviews, and student representative Mya Smith shared about the student meet and greet. Director Mark Watson named the suggested students – Ceph Tronco from Glencoe High School, Kaylee Vazquez Burgos from Hillsboro High School, and Jacquelin Perez Sanchez from the Miller Education Center.

- B. Return to In-Person Learning Update
 Superintendent Mike Scott discussed the current plans made for Fall 2021. Assistant Superintendent Travis Reiman discussed county COVID-19 cases, the change in risk levels on in-person learning, and COVID-19 contract tracing and notification of cohorts. Assistant Superintendent Dayle Spitzer shared data from return to school surveys submitted by students and families. Chief Communications Officer Beth Graser gave an update on graduation plans and the communication going out on April 28.

- C. Recess Board Meeting
 Board Chair Erika Lopez recessed at 6:51 PM.

3. REGULAR SESSION

<u>Board Present:</u>	<u>Staff Present:</u>
Erika Lopez, Chair	Mike Scott, Superintendent
Martin Granum, Vice Chair	Travis Reiman, Assistant Superintendent, Academic Services
See Eun Kim	Dayle Spitzer, Assistant Superintendent, School Performance
Yadira Martinez	Beth Graser, Chief Communications Officer
Jaci Spross	Kona Lew-Williams, Chief Human Resources Officer
Mark Watson	Michelle Morrison, Chief Financial Officer
	Casey Waletich, Chief Operations Officer
<u>Student Representatives Present:</u>	Adam Stewart, Capital Projects Officer
Mya Smith	Jordan Beveridge, Chief Information Technology Officer
	Olga Acuña, Director of Federal Programs
	Elaine Fox, Executive Director of Student Services
	Audrea Neville, Executive Director of Schools
	Francesca Sinapi, Executive Director of Schools
	Brooke Nova, Director of CCP and Student Support Networks
	Morgan Quimby, TOSA, Office for School Performance
	Alex Oh, Public Safety Chief
	Justin Arey, Web Specialist/Designer
	Rose Roman, Executive Assistant to the Board
	Hugo Salmeron, Technology Support
	Jill Golay, HEA President
	Melody Hansen, HCU

- A. Call to Order and Flag Salute
Board Chair Erika Lopez reconvened the meeting at 7:00 PM and led the Pledge of Allegiance.
- B. Land Acknowledgement
Board Chair Erika Lopez read a Land Acknowledgement.
- C. Recognitions and Proclamations
Director See Eun Kim read the Asian Pacific American Heritage Month Proclamation.
Director Martin Granum read the School Nurses Appreciation Week Proclamation.
Director Mark Watson read the Teacher Appreciation Week Proclamation.
- D. Approval of Agenda
Director Mark Watson MOVED, SECONDED by Director Jaci Spross, to approve the agenda as printed.

The MOTION CARRIED (6-0). No further discussion took place.
- E. Audience Time
No audience members requested to address the Board regarding the following non-agenda items.

F. Consent Agenda

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

Director Jaci Spross MOVED, SECONDED by Director Martin Granum, to approve the Consent Agenda as printed.

The MOTION CARRIED (6-0). No further discussion took place.

Consent Agenda items were as follows:

1. Approve Minutes of March 16, 2021 Board Meeting
2. Approve Minutes of April 13, 2021 Board Meeting
3. Approve Routine Personnel Matters
4. Approve Policies
 - a. I - Instruction
 - 1) IJ: School Counseling Program
 - 2) IJ-AR: Child Development Specialist Program
5. Authorize Application for 2021 Migrant Education Summer School

G. Action Items

1. Approve Boundary Adjustment

Capital Projects Officer Adam Stewart reminded the Board of the Boundary Committee recommendations.

Director Martin Granum MOVED, SECONDED by Director See Eun Kim, that the Board of Directors approve the North Plains Elementary/Atfalati Ridge boundaries as proposed by the Atfalati Ridge Boundary Committee.

The MOTION CARRIED (6-0).

Director Martin Granum thanked Adam Stewart and the committee for their work. Director Mark Watson thanked the community of North Plains for their work and involvement in the process.

2. Award Contracts

a. Award Contract for Elementary School #29 (South Hillsboro) Phase 1

Capital Projects Officer Adam Stewart presented the contract for site work at ES #29.

Director See Eun Kim MOVED, SECONDED by Director Yadira Martinez, that the Board of Directors award the contract for Elementary School #29 Phase 1-Site Work project to The Saunders Company for the bid the amount of \$2,346,115.

The MOTION CARRIED (6-0). No further discussion took place.

3. School Resource Officer Intergovernmental Agreement Approval

Superintendent Mike Scott reminder the Board of the SRO process, and thanked TOSA Morgan Quimby and Public Safety Chief Alex Oh for their work.

Director Martin Granum MOVED, SECONDED by Director See Eun Kim, that the Board of Directors approve the School Resource Officer Intergovernmental

Agreement between the Hillsboro School District and the City of Hillsboro.

The MOTION CARRIED (6-0).

Director Yadira Martinez discussed her reservation about the process and complimented the work done. Chari Erika Lopez conveyed her appreciation to fellow Board members for their proactivity on the subject.

4. Approve Recommendations for Student Representatives to the Board of Directors for the 2021-22 School Year

Director Mark Watson MOVED, SECONDED by Director Jaci Spross, that the Board of Directors approve the interview team's recommendation that the following students be appointed on June 22, 2021 to serve as Student Representatives to the Board of Directors for the 2021-22 school year.

- Ceph Tronco from Glencoe High School
- Kaylee Vazquez Burgos from Hillsboro High School
- Jacquelin Perez Sanchez from Miller Education Center

The MOTION CARRIED (6-0).

Director Mark Watson thanked the seven qualified candidates. Director See Eun Kim thanked and commend the candidates for their applications. Chair Erika Lopez highlighted the process.

H. Reports and Discussions

1. Financial Report (see written report)

Chief Financial Officer Michelle Morrison presented the Financial Report.

2. Career and College Pathways (CCP): Focus on Pathways Center

Assistant Superintendent Dayle Spitzer thanked Brooke Nova for her leadership on the project and Director Yadira Martinez for her participation on the committee, discussed the last 12 months positives and challenges, CTE concentrator graduation rate, CTE growth over time, proven solutions, pathways center updates, the role and responsibilities of HSD as stewards of resources, 9th grade on/off-track. Director of CCP and Student Support Networks Brooke Nova discussed plans moving forward, the roadmap of options that lead to opportunities, planning tasks, plans in action, program investment needs, communication planning. Director Yadira Martinez shared experience on the committee and drew parallels to health care in the community.

I. Information

1. Administrative Regulation Update

I - Instruction

a. IKFB-AR: Wearing Items of Cultural Significance in Graduation Exercises

Assistant Superintendent Dayle Spitzer discussed the AR.

- J. HCU / HEA Reports
HCU President Melody Hansen shared appreciation for teachers, discussed the sub shortage, gave a shout out to custodial staff or other staff who covered for other their coworkers, highlighted Debbie Langworthy on the AFT board with Melody, and looked forward to returning to bargaining. HEA President Jill Golay gave an update of licensed work during the pandemic. She highlighted the anti-racist, anti-biased teacher coalition and looked forward to working with HSD on equity.
- K. Discussion Time
- 1) Student Representatives' Time
Mya Smith thanked the Board for their work.
 - 2) Superintendent's Time
Superintendent Mike Scott thanked the Board and staff for their work on returning to in-person learning, for their work on SROs, and for the addition of the role of Student Representatives to the Board.
 - 3) Board of Directors' Time
Director Jaci Spross thanked the Board for their work and expressed her desire to continue working for the Board. Director Mark Watson thanked staff for their flexibility and looking forward to participating in graduation and in-person Board meetings. Vice Chair Martin Granum shared his pride in HSD, the Board, and being involved in bargaining. Director See Eun Kim thanked the Board and staff for their hard work and highlighted Executive Assistant to the Board of Directors Rose Roman and Executive Assistant to the Superintendent Kathy Wilson for Administrative Professional Day. Director Yadira Martinez highlighted vaccinations and dental sealants at schools. Board Chair Erika Lopez highlighted the work of the district, cabinet, administration, schools, licensed and classified staff.
- L. Adjourn Meeting
Chair Erika Lopez adjourned the meeting at 8:41 PM.

DRAFT

HILLSBORO SCHOOL DISTRICT BOARD OF DIRECTORS—MINUTES

May 11, 2021
Virtual Meeting

2. WORK SESSION

<u>Board Present:</u>	<u>Staff Present:</u>
Erika Lopez, Chair	Mike Scott, Superintendent
Martin Granum, Vice Chair	Travis Reiman, Assistant Superintendent, Academic Services
Lisa Allen	Dayle Spitzer, Assistant Superintendent, School Performance
Yadira Martinez	Beth Graser, Chief Communications Officer
Jaci Spross	Kona Lew-Williams, Chief Human Resources Officer
Mark Watson	Michelle Morrison, Chief Financial Officer
	Casey Waletich, Chief Operations Officer
<u>Student Representatives Present:</u>	Jordan Beveridge, Chief Information Technology Officer
Mya Smith	Francesca Sinapi, Executive Director of Schools
	Olga Acuña, Director of Federal Programs
<u>Black Village Family Action Com:</u>	Elaine Fox, Executive Director of Student Services
David Steinhauer	Saideh Haghighi, Director of Equity and Human Resources
Anna Woiwor-Bradley	Audrea Neville, Executive Director of Schools
Nancy Thomas	Arcema Tovar, Director of Elementary Teaching & Learning
Jahmai Cherry	Becky Kingsmith, Director of Secondary Teaching & Learning
Jelana Canfield	Sarah Crane, Director of Student Services
	Morgan Quimby, TOSA, Office for School Performance
	Alex Oh, Public Safety Chief
	Rose Roman, Executive Assistant to the Board of Directors
	Justin Arey, Web Specialist/Designer
	Hugo Salmeron, Technology Support
	Angie Jimenez Morales, Translator
	Sebastian Hernandez Viera, Translator

- A. Call to Order
Board Chair Erika Lopez called the work session to order at 5:57 PM.

- B. Black Village Family Advisory Committee Report and Discussion
Executive Director of Schools Francesca Sinapi introduced the BVFAC. Jahmai Cherry gave an update on the group. David Steinhauer spoke on community engagement, and listening to the student voice/experience. Anna Woiwor-Bradley spoke on outreach. Jelana Canfield spoke about the project for Black History month. Board members asked questions and thanked the BVFAC for their continued work in the district and the community.

- C. Chromebook Filtering Information
Chief Information Technology Officer Jordan Beveridge gave a presentation on student chromebook filtering and general student account archiving.

- D. Discuss 2020-21 Board Goals
Superintendent Mike Scott introduced the topic. Assistant Superintendent Travis Reiman discussed SIP and SIA plans. Chief Communications Officer Beth Graser discussed the HSD Strategic Plan. Board members each discussed their thought on future goals.
- E. Instruction to Reach All Learners
Assistant Superintendent Dayle Spitzer introduced the topic. Director of Secondary Teaching & Learning Becky Kingsmith shared objectives, instructional best practices and how they support all learners, learning objectives – content and language, instructional strategies, multiple modes of sharing what students have learned, and formative/summative assessment. Director of Student Services Sarah Crane asked Board to write down what they think of Instruction to reach all learners means, scaffolding and differentiation, and monitoring and adjusting in real time. Director of Elementary Teaching & Learning Arcema Tovar discussed the three tiers of instruction, beginning with the end in mind, responding if standards aren't met, and the idea of exit tickets.
- F. School Resource Officer Update
Superintendent Mike Scott introduced the topic. TOSA Morgan Quimby highlighted differences between the Washington County Sheriffs Office and the Hillsboro Police Department Intergovernmental Agreements.
- G. In-Person Learning Update
Superintendent Mike Scott gave an update on State level discussions. Assistant Superintendent Travis Reiman shared Washington County covid-19 data, learning acceleration plan, summer plans, ODE summer grant funds, project template for K-8 Summer School Plan Submissions, networking of partners, and highlights. Chief Communications Officer Beth Graser discussed graduation updates, and preparations for drive-up and traditional in-person models, and vaccination updates, including student clinic attendance.
- H. Discussion Time
Mya Smith emphasized and thanked the Board for their care about the student voice. Superintendent Mike Scott wished Board members good luck in the upcoming elections. Director Yadira Martinez wished Board members good luck next Tuesday in the elections. Director Mark Watson expressed appreciation for the roll call vote done lately, and recommends they continue. Director Lisa Allen gave a reminder of when ballots are due, and highlighted the HSD election. Director Jaci Spross commended HSD on being trailblazers in many instances. Board Chair Erika Lopez echoed fellow Board member sentiments.
- I. Adjourn Meeting
Chair Erika Lopez recessed the meeting at 8:27 PM.

HILLSBORO SCHOOL DISTRICT 1J
May 28, 2021
APPROVE ROUTINE PERSONNEL MATTERS

The Superintendent recommends the Board of Directors:

A. Ratify the acceptance of the retirement of the following licensed personnel:

Linda Anderson

Assignment: 1.2 FTE Language Art Teacher, TAG Teacher
Location: Brown Middle School
Effective Date: June 18, 2021
Years of Service: 29 years

Teresa Bean

Assignment: 1.0 FTE 1st Grade Teacher
Location: Imlay Elementary School
Effective Date: June 18, 2021
Years of Service: 38 years

Sharon Carroll

Assignment: 1.0 FTE Life Skills Teacher
Location: Imlay Elementary School
Effective Date: June 18, 2021
Years of Service: 21 years

Sarah Lopez

Assignment: 1.0 FTE Child Development Specialist
Location: Reedville Elementary School
Effective Date: June 18, 2021
Years of Service: 16 years

Alice Zysett

Assignment: 0.5 FTE Language Arts Teacher
Location: Glencoe High School
Effective Date: June 18, 2021
Years of Service: 2 years

B. Ratify the acceptance of the resignation of the following licensed personnel:

Sarah Cox

Assignment: 1.0 FTE Counselor
Location: Century High School
Effective Date: June 18, 2021

Jerver De Leon Gomez

Assignment: 1.0 FTE 5th/6th Grade Dual Language Teacher
Location: Minter Bridge Elementary School
Effective Date: June 18, 2021

Jessica Mendonca

Assignment: 1.0 FTE EL Specialist
Location: Lenox Elementary School
Effective Date: June 18, 2021

- C. Approve the employment of the following licensed personnel in the 2021-22 school year:

Santiago Aldaz Puga

Education: MA – Portland State University, Portland, OR
Experience: None
Assignment: 1.0 FTE Dual Language Social Studies Teacher – Hillsboro High School

Zachary Cole

Education: BA – Western Oregon University, Monmouth, OR
Experience: None
Assignment: 1.0 FTE EL Specialist – Hillsboro High School

Ashley Cox

Education: BA – Biola University, La Mirada, CA
Experience: None
Assignment: 1.0 FTE 3rd Grade Teacher – Jackson Elementary School

Carrie DeLyser

Education: MA –University of California, Santa Barbara, CA
Experience: 9
Assignment: 1.0 FTE Intermediate Classroom Teacher – Atfalati Ridge Elementary School

Martha Mendez Bolaños

Education: BA – Pacific University, Forest Grove, OR
Experience: None
Assignment: 1.0 FTE EL Specialist – Hillsboro High School

Hannah Hanke

Education: MA – Northwestern University, Evanston, IL
Experience: 8 years
Assignment: 1.0 FTE Music Specialist – Mooberry Elementary School

Mark Hernandez

Education: MA – Concordia University, Portland, OR
Experience: 4 Years
Assignment: 0.7 FTE PE Teacher – Groner K-8

Laurel Rafferty

Education: BA – University of Northern Colorado, Greeley, CO
Experience: 2 Years
Assignment: 1.0 FTE 5th/6th Grade Teacher – Farmington View Elementary School

Crystal Rico

Education: MA – George Fox University, Newberg, OR
Experience: None
Assignment: 1.0 FTE 3rd Grade Dual Language Teacher –Eastwood Elementary School

Melissa Whitley

Education: BA – Western Oregon University, Monmouth, OR
Experience: 0 years
Assignment: 1.0 FTE EL Specialist – Liberty High School

Kadysha Wood

Education: MA – Western Governors University, Salt Lake City, UT
Experience: 2 years
Assignment: 1.0 FTE 2nd Grade Dual Language Teacher – WL Henry Elementary School

- D. Approve the employment of the following licensed personnel in the 2020-21 school year, who have held temporary status:

Brynna-Marie Close

Education: BA – Pacific University, Forest Grove, OR
Experience: None
Assignment: 1.0 FTE Kinder Teacher– Orenco Elementary School

Elmi Zaynab

Education: MA – San Diego State University, San Diego, CA
Experience: 6 years
Assignment: 1.0 FTE Kinder Teacher– Orenco Elementary School

Garin Fukushima

Education: MA – Pacific University, Forest Grove, OR
Experience: None
Assignment: 1.0 FTE 5th Grade Teacher– North Plains Elementary School

HILLSBORO SCHOOL DISTRICT 1J
May 25, 2021
APPROVE HIGH SCHOOL COURSES:
TRANSLATION AND INTERPRETATION

SITUATION

On March 16, 2021, the Board of Directors heard a presentation for a new high school course, Translation and Interpretation. The Community Curriculum Advisory Committee (CCAC) provided feedback to the teachers proposing these courses and recommended that the Board consider these courses for adoption. If approved, these courses would be available to be offered in the 2021-2022 school year.

RECOMMENDATION

The Superintendent recommends that the Board of Directors approve the proposed courses, Translation and Interpretation.

Course Proposal for Translating and Interpreting Focus Program

Grades: 10-12 (CHS)

Prerequisite: Bilingual, language assessment, WL courses
credits

2.0

Introduction

This program will prepare bilingual students to become interpreters and/or translators in the educational, medical and/or legal fields. Students will spend the first year of the program (Interpreting and Translation 1) in the classroom learning about the various aspects of being an interpreter and translating documents. In the second year of the program, (Interpreting and Translation 2) students will continue to refine their language skills, their interpreting and translations skills, as well as participate in community service and/or internship opportunities.

Rational

Interpreting and Translating jobs in Oregon are on the rise providing an average salary of \$49,000 a year. Century High School's student population represents students who speak 35 languages other than English. 28.3% of the students in the Hillsboro School District speak languages other than English. There are currently 2,827 students enrolled in the dual language program in the district who are learning Spanish and English. Century currently offers four upper level Spanish and French (Spanish 4, AP Spanish Language and AP Spanish Literature, and French 4) courses to help students achieve higher-level skills. Students can also earn college credits through the Spanish classes in partnership with Western Oregon University through the Willamette Promise program.

There are focus programs that our HSD high schools currently offer which are more advantageous by being bilingual. Such programs include early childhood education, business and health services. However, there are no programs of focus in HSD (and the state of Oregon that we know of) that train students to utilize their bilingualism directly in a way that encourages them to increase their vocabulary and enhance their oral and written skills. In the Interpreting and Translating Program, students will train to capitalize on these skills to help their community and also potentially provide them with a head start toward a career as an interpreter or translator. We will focus our efforts in three fields of interpreting and translating: Education, Medical and Legal.

In Oregon, the average pay for an educational interpreter is \$25 per hour. A medical interpreter can make an average of \$25 per hour and a courtroom interpreter can earn \$40 per hour. Students will also bring these assets and experiences to future job applications and will potentially be hired over someone else because of their bilingual skills. There are many people who are bilingual and are put in a position of interpreting

for clients or customers or family members without the necessary skills needed to do it correctly and/or ethically.

This program will be open to all students who are bilingual. This might include our dual immersion students, ELL students, world language students and also students who are bilingual and not participating in any of these programs. Any student would be able to select the introduction to Interpreting class as an elective, but any student who wishes to earn a Stole/Cord for this program will have to take both courses, demonstrate language proficiency at a certain level, and complete all of their practicum/community service hours.

Long Term Goals

Long term, we would like the students to have the opportunity to test for certification as an interpreter. The exam is quite expensive, and it will take time to develop a process for that and how to pay for it. We would also like to partner with a college or university to give the students an opportunity to earn college credit for this program.

Content

The Interpreting and Translating Program content will be centered around learning objectives, which will outline the expectations for what students should be able to do.

Course 1: Interpreting and Translation 1 1.0 credits (Grades 10-12)

The following are the course themes:

- Introduction to vocabulary and terminology
Students will spend time enhancing their vocabulary needed for educational and medical interpreting.
- Ethics
- Behavior skills (positioning, eye contact, completeness, enunciation, volume, posture, poise & composure, reference to self, managing participant)
- Developing memory skills
- Message conversion
- Cultural awareness
- Tours and observations of sites
- Guest Speakers

Course 2: Interpreting and Translation 2 1.0 credits (Grades 10-12)

- Vocabulary and terminology
- Continued language development
- Message conversion practice
- Classroom practice/role play

- Working toward the Oregon Seal of Biliteracy (STAMP, Willamette Promise, OPI, Portfolio)
- Learning to use technology as part of interpreting and translation
- Community service: Students will go into the community and spend time interpreting and translating. They will focus on three areas: educational, medical and legal
- Job/career building, post-high school planning
- Job Shadows
- Mock job interviews
- Guest Speakers
- Tours and observations of sites
- Students will be utilized to help with school functions that require interpreters and/or translation.

* Students will not be placed in situations where they will be interpreting or translating personal and/or private information.

Language Proficiency

Students will be required to demonstrate a minimum level of proficiency before being allowed to go into the field to interpret. We will use a variety of testing tools (STAMP, OPI, AP exams, ELPA 21, Willamette Promise, portfolio, etc) to accommodate the various languages that students speak. Students will have to show proficiency at a minimum level of Intermediate Mid according to the ACTFL scale of languages.

Estimated Costs

1. Textbooks, (class set). \$120 per book (estimate). Total \$5,400
2. Interpreting headsets \$1,000.00-\$3,200
3. Printing \$1000/year
4. Field trips \$500/year
5. Chromebook/ cart (\$6000)
6. Mini ipads (20 of them for field experiences) \$9000
7. Payment to teachers who speak other languages than French or Spanish for portfolio and language support. Cost TBD.

INTERPRETING AND TRANSLATION 1

Grades: 10-12

Prerequisite: Bilingual

1.0 credit

Students will be introduced to the skills and techniques of interpreting and translation. This course will focus on proper positioning, the ethics of interpreting and vocabulary development. Students will practice interpreting and translation in English and another language in which they are proficient in the educational and medical settings.

INTERPRETING AND TRANSLATION 2

Grades: 10-12

Prerequisite: Interpreting and Translation 1

1.0 credit

Students will review the skills learned in Interpreting and Translation 1 and continue to develop their language skills and use of technology used for interpreting and translating. Additionally, they will complete post-secondary planning and preparation and build their skills by participating in community service/job experiences.

HILLSBORO SCHOOL DISTRICT 1J
May 25, 2021
SCHOOL RESOURCE OFFICER
INTERGOVERNMENTAL AGREEMENT APPROVAL

SITUATION

At the May 11, 2021 work session, the Board received an Intergovernmental Agreement (IGA) and Exhibit A between HSD and the Washington County Sheriff's Office. Tonight, the Board will be asked to approve the IGA.

RECOMMENDATION

The Superintendent recommends that the Board of Directors approve the School Resource Officer Intergovernmental Agreement between the Hillsboro School District and the Washington County Sheriff's Office.

I move that the Board of Directors approve the School Resource Officer Intergovernmental Agreement between the Hillsboro School District and the Washington County Sheriff's Office.

INTERGOVERNMENTAL AGREEMENT

This Agreement ("Agreement") is made by and between the Hillsboro School District J1, ("District"), and the Washington County Sheriff's Office ("County").

RECITALS

Whereas, the District and County through a joint and cooperative effort desire a School Resource Officer (SRO) program that focuses on building trust-based relationships between police officers, school staff, and students;

Whereas, the District and County desire to promote school safety by building a positive school climate in which everyone feels safe, students are supported, and the learning environment is culturally sustaining for all students success; and

Whereas, the District and County seek for SROs to serve as positive role models to instill in students good judgment and discretion, respect for other students, and a sincere concern for the well-being of the school community.

The parties agree as follows:

TERMS AND CONDITIONS

1. START AND END DATES.

The **effective date** of this Agreement is July 1, 2021. This Agreement shall continue until June 30, 2022. 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: Scope of Work;
- Copy of Hillsboro School District policies referenced within Exhibit A (KN, KN-AR (1), and KN-AR (2)).

3. RESPONSIBILITIES OF THE PARTIES.

- 3.1. The County shall provide a 0.5 FTE School Resource Officer (SRO). SRO shall be a regular, sworn police officer of the County.
- 3.2. District agrees to pay \$103,511 for the cost of one (0.5 FTE) School Resource Officer (SRO) within net 30 days of receipt from the District for each year of the agreement.

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. TERMINATION.

- 7.1. Termination for convenience. Subject to any limitations in Exhibit A regarding repayment of funds, 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.
- 7.2. 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.
- 7.3. COVID-19 Termination. The District may terminate this Agreement immediately and without notice, if it is found that the District has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

8. CHANGES.

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

INDEMNIFICATION. In exchange for the monetary payment and rights and duties contemplated in this Agreement, the District agrees to hold harmless, waive, release, indemnify, defend and discharge the District from all liability and claims arising from the SROs' actions, including but not limited to liability and claims arising from the SROs' negligent acts. In exchange for the rights and duties contemplated in this Agreement, the District agrees to hold harmless, waive, release, indemnify, defend and discharge the District from all liability and claims arising from actions of the District and its employees, including but not limited to liability and claims arising from the District's negligent acts. The District includes its Board of Directors, the individual members thereof, and its officers, agents, employees, volunteers, and representatives. The District includes its District Council, the individual members thereof, and its officers, agents, and employees, volunteers, and representatives. "Liability and claims" means demands for any value or benefit, such as lawsuits, tort claims, insurance claims, causes of action, fines, fees, and costs (e.g., medical costs and attorney fees). COVID-19 Liability. The District understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines; and federal, state, and local orders regarding COVID-19. The District acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. The District shall indemnify, defend, and hold harmless the District from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of the District's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. FORCE MAJEURE.

In addition to the specific provisions of this Agreement, the 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, 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.

17. 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.

18. 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.

19. 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.

20. NOTICE.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, electronic mailing, or mailing with postage prepaid to District or District at the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For the Hillsboro School District, J1

Contract Administrator Name, Title:
Address, District, State, and ZIP Code:
Telephone:
Email:

For the Washington County Sheriff's Office

Contract Administrator Name, Title: John Styer, Administrative Manager
Address, District, State and ZIP Code: 215 SW Adams Ave MS 32, Hillsboro, OR 97224
Telephone: 503-846-2530
Email: john_styer@co.washington.or.us

21. 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.

22. Sexual Conduct and Abuse:

The District acknowledges District's obligations related to abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of District's employees, District agrees to immediately remove that employee from providing services to the District. District will follow the District's requests for removal of such employees following a report or allegation. The District will cooperate in any investigation being conducted by District, law enforcement, DHS,

ODE, and/or TSPC. The District has received information regarding abuse and sexual conduct and District will provide current information to the District on an annual basis.

All of the District's employees who may have direct, unsupervised contact with students, will complete the District's sexual conduct and child abuse training program prior to having direct, unsupervised contact with students.

<p>FOR THE HILLSBORO SCHOOL DISTRICT, J1:</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>	<p>FOR THE WASHINGTON COUNTY SHERIFF'S OFFICE:</p> <p>_____</p> <p><i>Signature</i></p> <p>_____</p> <p><i>Name (Printed)</i></p> <p>_____</p> <p><i>Title</i></p> <p>_____</p> <p><i>Date</i></p>
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I. GOALS OF THE SRO PROGRAM

SRO programs goals include:

1. To foster a positive school climate based on respect for all students, staff, and community members by striving to know all stakeholders by Name, Strength, and Need.
2. Educate students, staff, and families on relevant law enforcement topics i.e. age of consent, child abuse and reporting, domestic violence prevention.
3. Strengthen community relationships by creating a safe school environment, provide a law enforcement resource to school administrators, teachers, and students to reduce crime.

The SRO Program is designed to fill three overall roles:

1. **Fostering Positive School Climate-** One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and restorative conversations. Deputies will engage in various activities, in coordination with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on Deputies getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school and responding in a trauma-responsive and sensitive way.
2. **Education** –SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.
3. **Law Enforcement** – SROs are responsible for the majority of law enforcement activities occurring at the school during school hours. Parents, students, teachers, and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Deputies may also complete security surveys analyzing the physical safety of school property and facilities.

While law enforcement is the role of SROs, alternatives to the SRO taking a student into custody should be used whenever possible, and investigations or arrest of students during school hours or at school-sponsored events/activities should be a measure of last resort and must comply with the following Hillsboro School District Policies: Relations with Law Enforcement Agencies ([policy KN](#)), Relations with Law Enforcement Agencies ([policy KN-AR\(1\)](#)), Investigations Conducted on District Premises ([policy KN-AR \(2\)](#)). The SROs' discretion to act remains the same as that of any other Sheriff's Deputy.

II. ORGANIZATIONAL STRUCTURE

A. Composition:

1. WCSO shall provide one half (.5) School Resource Officers(SROs)
 - a. HSD shall provide funding for one half (.5) FTE
2. WCSO will provide one (1) SRO Sergeant (Supervisor)
3. SROs shall be regular sworn Deputies of the Washington County Sheriff's Office.

B. Deputy Recruitment & Selection

HSD District officials and WCSO shall agree on guidelines for the selection of Deputies to serve as SROs. The ultimate selection process and appointment of the SRO are completed by the law enforcement agency.

SROs should meet the following general criteria:

1. **Experience as a Sheriff's Deputy and commitment to student and community well-being-** SROs must have a minimum of three years experience as a Patrol Deputy and off probationary status. **Successful performance-** All candidates should have proven performance as reflected by prior performance evaluations or supervisory feedback. Applicants must have a demonstrated work history that reflects their ability to respectfully and effectively communicate with other Deputies, staff and the public. Candidates should be free of sustained disciplinary actions and/or substantiated public complaints for bias related incidents.

C. Training Requirements

All SROs shall complete specialized training which will include at a minimum the following:

1. A basic nationally recognized training class for Sheriff's Deputies working in a school environment at WCSO expense. The course should include: training that covers responsibilities and limitations of SROs, Oregon school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. This course should be completed prior to the end of their first year of service as an SRO, unless a delay up to 12 months is mutually agreed upon between HSD and City due to limited course availability or catastrophic event.
2. The same annual virtual training through Safe Schools required for HSD certified building staff including but not limited to: Suicide prevention, FERPA, sexual conduct and child abuse training, and supporting students experiencing homelessness.
3. Eight hours annually of diversity, equity, inclusion and anti-bias training- by attending district or building level professional development offerings, or through participating in other community or nationally recognized training programs as approved by their supervisor, including courses offered by Oregon DPSST.

4. Three hours of disability training provided by HSD Student Services department, specifically on the topic of Autism, Oppositional Defiant Disorder, Reactive Attachment Disorder and best practices when communicating and interacting with students with these identifications.
5. 16 hours of Safety Care training in the Deputy's first year and eight hours annually each year after- provided by HSD Student Services Team (note training does not mean certification; SROs are not required to be certified in Safety Care).
6. Four hours of annual Restorative Practices Training including Restorative Circles either by attending district or building level professional development offerings.
7. Eight hours annually on the topics of: Trauma Informed Care, Trauma Responsive Care, Resilience or other similar topics by attending district or building level professional development offerings.
8. One hour annually of HSD Home Visit training provided by HSD staff.

The above listed training, unless indicated, will be provided by HSD and will be offered multiple times and at locations throughout the year. When possible efforts will be made to schedule SRO specific professional development with the SROs and their supervisors to accommodate scheduling needs. SROs agree to make every effort to attend HSD provided training when they are scheduled, if a scheduling conflict arises the SRO will notify their supervisor and the trainer as soon as they become aware of the conflict, unless exigent circumstances exist. If the SRO or their supervisor for any reason elect to participate in a community or other nationally recognized training program to fulfill any of the required training hours mentioned above the cost of those training will become the individual or law enforcement agencies responsibility.

III. OPERATIONAL PROCEDURES

Chain of Command- General guidance and task supervision are the responsibility of the Washington County Sheriff's Office SRO Sergeant, who will work closely with and in cooperation with the building Principal or identified designee.

- A. **Duties-**The primary functions of the SRO is to help foster a positive school climate, serve as an educational resource, provide a safe and secure learning environment and serve as a liaison between the school and the Sheriff's Office. Specific daily assignments to accomplish this function will vary by school. The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.
- B. **Uniform-** the SRO will wear the prescribed WCSO uniform of the day including a firearm, body worn camera and bullet resistant vest. The SRO uniform is agreed to be an identifiable polo shirt with police department logo and Deputy name displayed a duty belt, department issued uniform pants, and department issued footwear. Drop holsters and load bearing vest are not preferred wear in the school setting. The Deputy's supervisor may allow for exceptions to this rule at their discretion based on investigatory or policing needs or as required by Oregon law.
- C. **Daily Schedule-** the WCSO and the District shall each name a contact person who will monitor the SRO program. Each building Principal will designate a contact person for the school to facilitate communication with the SRO assigned to the Principal's school.
- D. **Absence/Substitutions-** in cases when the SRO is absent due to court appearances, illness, vacation, training, or other contracted leave of absence, WCSO may but is not required to

provide a replacement Deputy during the term of the SROs absence. The District will call 911 in cases involving emergencies and 503-629-0111 (non-emergency number) as needed when an SRO is not present. It is the responsibility of the SRO to report schedule conflicts to the school and the District's contact as identified in paragraph (C) as soon as possible.

- E. Special Events** - SROs may assist with supervision of after-school activities as requested and approved by HSD and their Supervisor. Such activities may include:
1. Supervision at after school activities like sports competitions and school dances
 2. Supervision at high school graduations
 3. Provide training and resources to parents/parent advisory committees (PACs)
 4. Others as identified by HSD and WCSO
- F. Role in Responding to violations of law on HSD property**- As sworn Sheriff's Deputies, once SROs are involved in an official investigation of alleged violations of law, they have the following responsibilities.
1. Abide by all federal, state, and local laws and ordinances.
 2. Report any conflict created by any laws, ordinances, rules, and policies and procedures to the building Principal and their supervisor for resolution.
 3. Perform a thorough investigation as indicated by the circumstances and document the interviews of all involved parties as necessary based upon the needs of the investigation
 4. In accordance with [ORS 419B.045](#), when an investigation of a report of child abuse is conducted on school premises, the school administrator shall first be notified that the investigation is to take place, unless the school administrator is a subject of the investigation.
 5. Present the case to the Washington County District Attorney and/or the Washington County juvenile Department for review.
- G. Role in School Policy Violations**
1. SROs are not school disciplinarians and violations of the student code of conduct or school rules that are not violations of law should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation is a direct threat to the health, safety, and security of the student or another person in the school or as required by law and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator; clear district guidelines on SRO involvement will be developed and distributed to school staff with a copy of guidelines provided to the SROs. Revisions will be mutually agreed upon by HSD and WCSO. The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook and Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.
- H. Policy Disagreement**
1. If a WCSO and HSD policy are in disagreement, WCSO Deputies will follow WCSO policies unless otherwise negotiated.
- I. Data Collection**
1. SROs will submit a mutually agreed upon monthly activity report to the Superintendent of Schools or designee, and building principals by the 5th of the following month (example: activity report for September will be submitted by the 5th of October).

- a. At a minimum that data will include: law enforcement calls for service on school property, number of presentations/lessons delivered to students, staff or families, the topic(s), and number of participants, the number of investigations
2. SROs will submit an annual professional list of training attended by August 31st following the HSD calendar cycle September to August.

J. Release of Student Information

1. The release of student records is governed by ORS 336.187 and ORS 326.565 – 326.580, and the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and its implementing regulations. In accordance with FERPA, “school officials” may access and disclose student records only as authorized by FERPA. The SRO will become familiar with and comply with all state and federal student confidentiality laws applicable to the K-12 school environment.
2. SROs. The release of student records is governed by Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 CFR part 99) (“FERPA”). For purposes of access to student records, each SRO is considered a “school official” and may be provided students’ personally identifiable information (“PII”) on an as-needed basis to carry out SRO duties for legitimate educational purposes. In addition, each SRO may only use PII for the purpose for which the disclosure was made; and to promote school safety and the physical security of students. SROs, acting as school officials, may not disclose PII obtained from student records, without prior written consent, to others, including other Deputies who are not acting in the capacity as school officials, unless the disclosure fits within one of the exceptions to consent in FERPA. SRO will have independent access to student names and directory information through District’s student information system. Each SRO may request student discipline records and student health records from a District administrator for legitimate educational purposes.
3. Directly Information. Information that is designated as “directory information” is published in School Board Policy JOA. The information regarding students whose parents have opted-out of disclosure of such student information will be withheld. The information items designated as “directory information” are subject to change. The SRO or other law enforcement officials seeking access to directory information may request such information from the building principal.

K. Role in Locker, Vehicle, Personal, and Other Searches

1. The SRO may perform searches independent of the school administration within department policy and law.
 - a. Strip searches of students by SROs are prohibited.
 - b. Unless there is an immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.

L. Limits on Interviews, Custody, and Investigations on District Premises

1. **Interviews** – Law Enforcement Officials including SROs may participate in the questioning of a student about conduct that could result in violations of law or potential criminal charges in compliance with HSD Policies: Relations with Law Enforcement Agencies ([policy KN](#)), Relations with Law Enforcement Agencies ([policy KN-AR\(1\)](#)), Investigations Conducted on District Premises ([policy KN-AR \(2\)](#)), and Oregon State Law: Investigation conducted on school premises ([ORS 419B.045](#)). Parents/guardians should be allowed sufficient time to arrive at school to be present for interview unless the investigation is a report of child abuse.
2. **Custodies** – Incidents or investigations resulting in law enforcement taking custody of a

student:

- a. Building principals will be advised prior to the arrest of a student where practical.
- b. When practical SROs should facilitate a student being taken into custody outside of school time or by another Deputy not serving in the SRO role.
- c. The student's parent(s) or guardian(s) shall be notified of their student being arrested in accordance with law and in a timely manner.
- d. Unless a student is taken into physical custody as the result of an investigation, or there is an immediate threat to students, teachers, or public safety, SROs shall not use restraints on students.
- e. Force: Physical force will not be used upon a student except as allowed by WCSO policy and state law

3. **Investigations on District Premises-** When an administrator is notified that law enforcement, including SROs, would like to interview a student at school for the purpose of an investigation that is not related to abuse of a child, the law enforcement official will contact the school administrator or designee, provide adequate identification, inform the school administrator or designee of the nature of the investigation, and provide the name of the student to be interviewed in compliance with [policy KN-AR\(1\)](#) .The administrator must request that the investigating official complete HSD Board Policy form [policy KN-AR \(2\)](#) including providing information below:

- a. Copy of the warrant
- b. Copy of court order
- c. Brief description of exigent circumstance
- d. Name and date of parent that gave consent
- e. Affirm that the interview is not considered a "seizure" pursuant to state and federal law.

Failure to meet one of the five criteria may result in the administrator's refusal to allow the student interview on district property. Should an administrator refuse to allow a student interview on district property, the SRO shall notify their supervisor. The supervisor will contact the HSD the Security Service Manager to discuss next steps. SROs will utilize interpretation resources provided by the City of Hillsboro when speaking to a student or family that speaks a language the SRO is not fluent in.

4. **School cameras**

SROs shall not access any campus security cameras unless asked to do so by the school administration. The SRO does not need permission to view the security cameras if there is an active violent crisis or other exigent circumstances exist.

M. Role in Attendance Issues

1. Attendance will be handled by school personnel. The SRO will not take an active role in the tracking student attendance. The SRO will act as a liaison between the school (building administrator or designee) and police personnel should police involvement become necessary to enforce compulsory attendance and/or irregular attendance (truancy) per [ORS 339.010](#), [ORS 339.020](#), [ORS 339.080](#) and [ORS 339.095](#) or if they have knowledge or access to resources that may support the family to help the student attend school regularly.

N. Involvement in school level meetings

1. SROs may participate in building level Safety Committee meetings either virtually or in person for every school they support when their schedule allows. SROs will notify

building principals if unable to attend prior to the meeting date unless extenuating circumstances prevent prior notice.

2. Upon administrator invitation SROs may facilitate a restorative circle as part of a re-entry meeting for students returning from expulsion, court ordered placement, or when a student is returning from a suspension that is five or more days in length, when the SROs schedule allows.
3. SROs will make efforts to prioritize their attendance/involvement at: building level Attendance Team meetings, Care Team meetings, and Climate and Culture Team meetings to serve as a liaison between the school and resources available in the community to further each teams work and effectiveness.

O. Relationship Building and Classroom Presentations

1. SROs will actively build relationships with students and families they serve by attending at least one PAC/PTA/PTO meeting for each building they serve annually: to introduce themselves and provide 30min of training on a mutually agreed upon safety topic.
2. Upon invitation each SRO will attend each district Parent Advisory Committee meeting at least once annually, these include: Black Village Family Advisory Committee, Asian/Pacific Islander PAC, Native American PAC, and Latinx PAC to introduce themselves and provide 30min of training on mutually agreed upon safety topics.
3. Each SRO will provide annually, a minimum of 3 hours of training to any of the following audiences: students, building and/or district staff, or parents/families/caregivers
4. SROs will meet with their building administrators and case managers annually to identify which specialized programs are offered at each school and the location of each program within the building.

IV. SCHOOL DISTRICT RESPONSIBILITY

The School Resource Officer program is a partnership between the Hillsboro School District and the Washington County Sheriff's Office. To this end HSD will have responsibilities as a partner which include:

1. It is the responsibility of the Superintendent or designee to provide the Supervisor of the SROs with a schedule of professional development that is available through the district and/or buildings the same day that information is distributed to Certified Staff in the district.
2. Ensuring all SROs have access to active HSD email accounts and the paperwork to renew those accounts annually
3. Access to Safe Schools, 3, 2, 1, Insight, Jitter, and TeachFlix virtual training platforms.
4. Provide an office with locking door and law enforcement approved safe at each comprehensive high school building
5. Provide annual training to all building level administrators on the role of SROs, the current MOU, SRO program goals, and metrics for reviewing SRO program goals.
6. Ensure that SROs are not involved in school discipline, including consulting, unless the administrator determines that a report to police is needed for further investigation to determine if there has been a violation of law or determines the school is required to complete a mandatory report.
7. Ensure SROs and schools staff follow HSD policies: Relations with Law Enforcement Agencies ([policy KN](#)), Relations with Law Enforcement Agencies ([policy KN-AR\(1\)](#)), Investigations Conducted on District Premises ([policy KN-AR \(2\)](#))
8. Gather feedback annually by May from students, families/caregivers, SROs, certified staff, classified staff, and administrators on their experience with the SRO program in HSD. This feedback will be discussed with HPD and used to mutually set goals for the SRO program the following year.

9. Provide access to the same language development programs certified staff have access to at the districts expense
10. With consent from individual SROs, ensure names and school assignments for each SRO are posted on the district and individual school website.
11. Providing language translation and interpretation for SRO activities that are not specific to law enforcement matters. SROs must follow the HSD translation/interpretation request process.
12. Post data on SRO activities on HSD district website twice per calendar year; at a minimum that data will include: law enforcement calls for service on school property, number of presentations/lessons delivered to students, staff or families and the topic(s), number of investigations
13. Offer training listed in section C of this agreement that indicates it is provided by HSD staff
14. Ensure SROs have access to training calendars and are able to enroll in courses when required by section C of this agreement
15. Invite SROs to building Safety Team, Climate and Culture team, Care Team, Attendance team and re-entry meetings for students returning from expulsion or court ordered incarceration.
16. Notify the Washington County Sheriff's Office related to any public records or media request related to this agreement or services performed by the SROs.

V. CRISIS PLANNING

1. SROs will participate in crisis response drills with other law enforcement agencies as part of their ongoing training and preparation as a law enforcement official.
2. SROs will serve on the building level safety committee and will provide knowledge and insight on specific safety and law enforcement topics as they arise.

VI. REVIEWING THIS AGREEMENT

A. Review

1. In compliance with the terms of the IGA, this Exhibit will be modified and/or revised (only if needed) on a yearly basis as mutually agreed by HSD and the Washington County Sheriff or designee.

VII. PROBLEM RESOLUTION

1. The parties agree that the investigation of complaints and/or concerns regarding an SRO and/or the SRO Program, and the timely communication of the resolution of such complaints and/or concerns to the complainant, are of mutual interest.
2. SROs, while performing duties covered under the IGA, will fall under the complaint protocols of the Washington County Sheriff's Office.
3. Complaints brought forward to The District, or to the Washington County Sheriff's Office, will be mutually notified to either party, to the extent allowed by employing agency policy and collective bargaining agreements.
4. The Washington County Sheriff's Office will provide the district with access to the most current and updated departmental complaint procedure.
5. The District will inform all students, parents, guardians, teachers, and administrators of the available complaint procedure at the beginning of each school year.
6. HSD staff that receive a complaint will help the person making the report to complete the complaint process.
 - a. If the individual making the complaint does not want to complete the

complaint process the HSD staff member will notify the HSD Security Service Manager who will then contact the SRO supervisor.

7. The Washington County Sheriff's Office acknowledges District's obligations related to abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving an SRO, the Washington County Sheriff's Office agrees to immediately initiate an investigation.

Supporting Documents:

HSD Policies:

1. Relations with Law Enforcement Agencies ([policy KN](#))
2. Relations with Law Enforcement Agencies ([policy KN-AR\(1\)](#))
3. Investigations Conducted on District Premises ([policy KN-AR \(2\)](#))

WCSSO Policies:

1. 1302 Use of Force Principles
2. Manual - Patrol Operations Juvenile Enforcement
3. 551 Receiving And Screening Personnel Complaints
4. 201 Unbiased Policing And Collecting Stop Data
5. 207 General Conduct

HILLSBORO SCHOOL DISTRICT 1J
May 25, 2021
AWARD CONTRACT FOR HILLSBORO HIGH SCHOOL CONCRETE REPLACEMENT

SITUATION

One of the projects that has come to our attention following the passage of the 2017 Bond is the replacement of seriously deteriorated concrete in front of the main office and gymnasium at Hillsboro High School.

On May 3, 2021 the District sent an Invitation to Bid for a Contractor for this improvement project to our pre-qualified vendor list. A mandatory pre-bid meeting was held at Hillsboro High School on May 10, 2021. On May 20, 2021 the District received bids from three contractors to perform this work. Construction Management staff recommends that the contract for Hillsboro High School Concrete Work be awarded to 5 Star Builders for the bid amount of \$455,228.71.

A copy of the Construction Documents and Bid Results are attached to this situation page.

RECOMMENDATION


The Superintendent recommends that the Board of Directors award the contract for Hillsboro High School Concrete Replacement project to 5 Star Builders for the base bid amount of \$455,228.71.

I move that the Board of Directors award the contract for Hillsboro High School Concrete Replacement project to 5 Star Builders for the base bid amount of \$455,228.71.




BID TABULATION FORM

Hilhi Concrete Repair Project OPEN: May 20, 2021 @ 2:00pm						
BID PROVIDER	Signed	Addendum 1 Ack.	Bid Bond	1st Tier Disclosure	BASIC QUOTE	
5 Star Builders	yes	yes	yes		455,228 ⁷¹	
Inline	yes	yes	yes		593,301 ⁰⁹	
Ross Builders	yes	yes	yes		521,870 ⁰⁰	



 OWNER Representative: 5/20/21



 WITNESS: Sharon McCarty

HILLSBORO SCHOOL DISTRICT 1J
May 25, 2021
AUTHORIZATION OF SUMMER CHILDCARE RFP
AND ADVANCE AWARD

SITUATION

The State of Oregon is providing resources for districts to support students with “wrap around” Summer Childcare Services. This grant of \$661,680 for students in grades Kindergarten through 5th grade experiencing poverty and will extend childcare services to supplement other summer enrichment activities. The District has discretion regarding identification of students to be served.

Although the District will plan and implement enrichment activities with HSD staff, childcare services will be provided by qualified community partners. The District will seek proposals for contract services (attached) due to the potential to exceed \$150,000. The Request for Proposal (RFP) Timeline is below:

Request for Proposals Issued	May 20, 2021
RFP Process Authorized by School Board	May 25, 2021
Informational Meeting	May 26, 2021
Proposal Due Date	June 1, 2021, 4:00 PM
Proposal Review	June 2, 2021
Interviews	June 4, 2021
Notice of Intent to Award Issued	June 8, 2021
Protests of Intent to Award Due	June 15, 2021
Contract(s) Finalized	June 18, 2021
Contract(s) Commence	June 23, 2021

It is anticipated that the District will engage with multiple service providers. In order for an organization to recruit, hire, and train staff to District specifications prior to summer programming, it is critical that the award(s) be designated prior to the next regular Board Meeting on June 22, 2021. To accomplish this, an advance award authorization to proceed with contracts as qualified through the RFP process is required.

RECOMMENDATION

The Superintendent recommends the Board of Directors authorize the Summer Childcare Request for Proposals and Advance Award of service contracts to organizations qualified through the Request for Proposal process.

I move that the Board of Directors authorize the Summer Childcare Request for Proposals and Advance Award of service contracts to organizations qualified through the Request for Proposal Process.

REQUEST FOR PROPOSAL



The Hillsboro School District 1J invites proposals for:

2021 Summer Childcare Services

RFP Number: RFP01-21

Due Date: June 1, 2021

PLEASE NOTE

Copies of RFP documents obtained from sources other than the Hillsboro School District are not valid documents.

May 20, 2021

Dear Reader,

Hillsboro School District 1J has issued a Request for Proposals for 2021 Summer Childcare Services. Please review the enclosed instructions, specifications, and all other related material and information carefully.

If you have any questions regarding this RFP or other matters pertaining to this project, please contact Christy Woodard: woodardc@hsd.k12.or.us

Thank you for your time and interest.

Sincerely,

Christy Woodard
Fiscal Planning Specialist
Hillsboro School District
3083 NE 49th Place
Hillsboro OR 97124

Enclosure: Copy of Legal Advertisement

COPY OF LEGAL ADVERTISEMENT

**Hillsboro School District 1J
Hillsboro, Oregon
Request for Proposal: RFP01-21**

Hillsboro School District 1J is seeking qualified Childcare Service providers. Proposals that do not meet the response requirements may not be considered by Hillsboro School District.

There will be a virtual information session for proposers on May 26, 2021, 3:00 pm. Proposals are due Tuesday, June 1, 2021, at 4:00 pm. Qualifying proposers will be invited to interview on June 4, 2021.

Invitation to the virtual information session and Request for Proposal documents may be obtained by e-mail request to Christy Woodard at woodardc@hsd.k12.or.us or by calling 503-844-1500.

REQUEST FOR PROPOSALS CHILDCARE SERVICES

The purpose of this Request for Proposals (Solicitation) is for the Hillsboro School District to obtain competitive proposals from qualified individuals or firms (proposers) interested in the provision of **Childcare Services**.

Proposers must submit a proposal pursuant to the terms and conditions of this solicitation to 3083 NE 49th Place, #104, Hillsboro, Oregon 97124, PRIOR to the closing.

SOLICITATION CLOSING: June 1, 2021, 4:00 PM PST

Proposals will be opened and recorded. The number of proposals received, the identity of proposers, or the contents of any proposal will not be disclosed to the public until all proposals have been evaluated, negotiations completed if required, and a recommendation for award has been published.

Solicitation documents may be viewed and/or obtained at the address above.

This solicitation provides proposers with sufficient information to enable them to prepare and submit a proposal for consideration by the District to satisfy the needs as outlined in the Statement of Work (page 9). This solicitation includes the following sections and enclosures:

SECTION I – INSTRUCTIONS TO PROPOSERS	1
SECTION II – RESPONSE AND EVALUATION	7
SECTION III – STATEMENT OF WORK	13
Enclosures:	
Proposal Cover	18
References	20

Questions and comments regarding this solicitation must be directed to the point of contact below.

Sincerely,

Christy Woodard
woodardc@hsd.k12.or.us
Fiscal Planning Specialist

**SECTION I - INSTRUCTIONS TO PROPOSERS
CHILDCARE SERVICES**

SECTION I - INSTRUCTIONS TO PROPOSERS

1. **INTRODUCTION.** This solicitation is issued pursuant to ORS 279B.060. The term “District” throughout this solicitation means the Hillsboro School District, the term proposer means the person or organization that submits a proposal in response to this solicitation, and the term provider means the proposer(s) awarded a contract as a result of this solicitation.
2. **SOLICITATION REVIEW.** Proposers must carefully review this solicitation and are responsible for knowing and understanding the terms and conditions included in or applicable herein. Unless defects, ambiguities, omissions, or errors are brought to the District's attention within five (5) work days prior to the closing, protests or appeals based on such defects, ambiguities, omissions, or errors received after issuance of the Notice of Intent to Award (NIA) may not be favorably considered.
3. **PROPOSAL.** A proposer’s submission in response to this solicitation is a proposal to enter into a contract. By signing and returning the proposal, the proposer acknowledges they have read, understand and agree to be bound by the terms and conditions herein. The proposal is a “firm proposal,” and must be held open by the proposer for the District’s acceptance for ninety (90) days. The District’s award of a contract constitutes acceptance of the proposal and binds a provider to the contract. The proposer must not make its proposal contingent upon the District’s acceptance of any terms or conditions (including specifications) other than those contained in this document.
4. **PROPOSAL PREPARATION.** Failure to submit proposals in accordance with the provisions of this solicitation shall be grounds to declare the proposal as non-responsive. Proposers must:
 - a. Submit a completed proposal (a proposal in accordance with Section II). Proposers shall complete and use the enclosed "Proposal Cover" as the first sheet of its submission.
 - b. Provide the District with all required or requested documents and descriptive literature;
 - c. Initial any corrections or erasures to their proposal;
 - d. Identify (on the proposal cover sheet) that the proposer is a “resident proposer,” as defined in ORS 279A.120(1);
 - e. Provide (on the proposal cover sheet) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
 - f. Provide (on the proposal cover sheet) written acknowledgment of receipt of all addenda if issued.

5. PROPOSAL SUBMISSION.

- a. To ensure proper identification and handling, proposals must be e-mailed or delivered from the proposer's point of contact for services.
- b. Proposals must be e-mailed, mailed, or hand delivered to 3083 NE 49th Place, #104, Hillsboro, Oregon 97124.
- c. The District is not responsible for proposals submitted in any manner, format or to any delivery point other than as required.
- d. Proposers are solely responsible for ensuring that the District receives their proposal at the required delivery point prior to closing.

6. PRE-PROPOSAL INFORMATION SESSION. A pre-proposal information session is conducted to explain the solicitation requirements. The session will allow proposers an opportunity to address deficiencies, defective specifications, or other solicitation concerns. The purpose is to identify and resolve issues that have the potential of generating an award protest. Statements made by District representatives at the session shall not change the solicitation unless the District confirms such statements with a written addendum.

7. ADDENDA.

- a. The District may change this solicitation only by written addenda.
- b. To be responsive, proposers must provide written acknowledgment of receipt of all addenda on the provided proposal cover.
- c. The District shall issue addenda to all known plan holders by email.
- d. Proposers are responsible for making inquiry as to any addenda issued. Proposers should frequently check with the District regarding addenda until the closing.
- e. At its discretion, the District may extend the closing to allow proposers time to analyze and adjust to changes.

8. MODIFICATION OR WITHDRAWAL. A proposer may modify or withdraw its proposal in writing only prior to closing. Modification or withdrawal must be marked and delivered as described in paragraph five above. A proposer may also deliver its modification or withdrawal in person, e-mail, or by fax at 503-844-1551. Proposers are responsible for ensuring that the District receives its modification or withdrawal. Modification or withdrawals must be prepared and submitted on the proposer's letterhead, signed by an authorized representative of the proposer.

- a. Modifications. Must state that the modification amends and supersedes the prior proposal
- b. Withdrawals. When in person the proposer must present appropriate identification and evidence of authority satisfactory to the District. The District must void any date and time stamp mark.

9. RECEIPT AND OPENING OF PROPOSALS.

- a. Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered

- late proposals and will be returned unopened.
- b. The District shall not be responsible for the premature opening or failure to open a proposal that is not properly addressed and/or identified.
 - c. Proposals will be opened and recorded. The number of proposals received, the identity of proposers, or the contents of any proposal will not be disclosed to the public until all proposals have been evaluated, negotiations completed if required, and a recommendation for award has been published.

10. LATE PROPOSALS, WITHDRAWALS, OR MODIFICATIONS. Any proposal received after closing is late. A proposer's request for withdrawal or modification of a proposal received after closing is late. The District shall not consider late proposals, withdrawals or modifications except as permitted in MISTAKES below. The District reserves the right to consider proposals that have been delayed or mishandled by the District.

11. MISTAKES BY PROPOSER. The District shall carefully consider whether to permit waiver, correction or withdrawal of proposals for certain mistakes. The District must not allow a proposer to correct or withdraw a proposal for an error in judgment. The District must reject any proposal in which a mistake is evident on the face of the proposal and the intended correct proposal is not evident or cannot be substantiated from documents accompanying the proposal. If mistakes in a proposal are discovered after opening, but before award of the contract, the District may:

- a. Waive, or permit a proposer to correct, a minor informality; a matter of form rather than of substance that is evident on the face of the proposal, or an insignificant mistake that can be waived or corrected without prejudice to other proposers.
- b. The District may correct a clerical error if the error is evident on the face of the proposal, or other documents submitted with the proposal, and the proposer confirms the District's correction in writing.
- c. The District may permit a proposer to withdraw a proposal based on one or more clerical errors in the proposal.

12. AWARD.

- a. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the District reserves the right to cancel any solicitation at no penalty.
- b. If awarded, the District shall award a service contract to the responsible proposer(s) that submits the most advantageous of those submitted, and that meets the minimum technical requirements and all of the requirements of Section II.
- c. The District may award by item, groups of items or the entire proposal.
- d. The District may award multiple contracts if beneficial to the District for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the District. This notice of multiple awards does not preclude the District from awarding a single contract.

- e. The District may award a contract for parts of the solicitation for which acceptable proposals have been received.
 - f. The District may award all or none of the proposals if the evaluation shows an all or none award to be the most advantageous or in the best interest of the District.
 - g. The District may reject all or part of proposals and may issue a new solicitation on the same or revised terms, conditions and specifications.
- 13. NOTICE OF INTENT TO AWARD.** The District must provide written NIA to all proposers at least five (5) days before the award of a contract, unless the District determines that circumstances require prompt execution of the contract. The NIA will be sent by email. The District's Award must not be final until the latter of the following: Five (5) Days after the date of the NIA, or until the District provides written response to all timely filed protests denying the protest(s) and affirming the award.
- 14. PROPOSAL REJECTION.**
- a. The District may reject any proposal: When the rejection is in the best interest of the District.
 - i. When the proposal is contingent upon the District's acceptance of terms and conditions (including specifications) that differ from the solicitation.
 - ii. When the proposal takes exception to terms and conditions (including specifications) set forth in the solicitation.
 - iii. That fails to meet the specifications of the solicitation contained herein.
 - iv. That is submitted late.
 - v. Not in substantial compliance with the solicitation or with all prescribed public procurement procedures.
 - vi. Not in compliance with ORS 279B.120, 279B.130, 279A.105.
 - vii. When the proposer is non-responsible pursuant to ORS 279B.110.
 - b. The District may reject all proposals based upon the following criteria:
 - i. As set forth in ORS 279B.100. The District must notify all proposers of the rejection, along with the reasons for rejection.
 - ii. The content of or an error in the solicitation or the procurement process unnecessarily restricted competition for the contract.
 - iii. The price, quality or performance presented by the proposers are too costly or of insufficient quality to justify acceptance of any proposal.
 - iv. Misconduct, error, or ambiguous or misleading provisions in the solicitation threaten the fairness and integrity of the competitive process.
 - v. Causes other than legitimate market forces threaten the integrity of the competitive process. Such as collusion, corruption, and/or inadvertent or intentional errors in the solicitation.
 - vi. Any other circumstance indicating that awarding the contract would not be in the public interest.
- 15. PROTEST, CHANGE, CLARIFICATION.** Proposers may request changes or clarification to, or protest, the terms and conditions and/or the specifications of this

solicitation:

- a. **Questions.** All questions regarding this solicitation must be submitted in writing to the attention of the District Manager of Business Services. No oral questions will be accepted other than at the pre-solicitation conference. All questions received prior to the deadline will be answered by addenda.
- b. **Change, Clarification, Protest.** A prospective proposer may protest the procurement process or the solicitation document as set forth in ORS 279B.405(2). Proposer written comments shall include:
 - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
 - ii. A description of the resulting prejudice to the proposer; and
 - iii. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.
- c. **Delivery.** Written questions, changes, clarification, or protest must be emailed to woodardc@hsd.k12.or.us or hand delivered to the attention of Business Office, 3083 NE 49th Place, #104, Hillsboro, Oregon 97124.
- d. **Deadline.** Questions, changes, clarifications, or protests must be received by the District by noon five (5) days prior to the closing.
- e. **Response.** All proposers will be provided notice of the Districts determination (i.e., entirely rejects or agrees with) in a written addenda to any questions, changes, clarification or protest. The District reserves the right to cancel the solicitation if cancellation is in the best interest of the public.
- f. **Judicial Review.** Protesters must exhaust all administrative remedies before seeking judicial review.

16. AGGRIEVED PROPOSER.

- a. A proposer may protest the award of a contract, or the intent to award a contract if:
 - i. The proposer is adversely affected because the proposer would be eligible for award of the contract in the event that the protest were successful; and
 - ii. The reason for the protest is that:
 - (1) All higher scoring proposals are non-responsive; the District has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation;
 - (2) The District's evaluation of proposals or the District's subsequent intent to award is otherwise in violation of the provisions of ORS 279A or 279B.
- b. Protests must be made in writing and shall specify grounds for protest.
- c. The aggrieved proposer must serve all other proposers with notice of its appeal to allow for rebuttal.
- d. The District must not consider a protest submitted after 12:00 Noon on the fifth (5) day after the date of the notice of intent to award.
- e. The District must issue a written disposition of the protest in a timely manner. The District's Manager of Business Services has the authority to settle any protest. If a protest is not settled by the Manager of Business Services, the

Superintendent, or designee, has the authority to resolve the protest. If the District upholds the protest, in whole or in part, the District may in its sole discretion either award the contract to the successful protestor or cancel the solicitation.

- f. Proposers must exhaust all administrative remedies before seeking judicial review.

- 17. **PROPOSAL COSTS.** The District is not liable for any costs incurred by the proposer in its proposal preparation.

SECTION II – RESPONSE AND EVALUATION CHILDCARE SERVICES

SECTION II – RESPONSE AND EVALUATION

- 1. **INTRODUCTION.** This section prescribes the mandatory submission format for the presentation of a proposal in response to this solicitation. The purpose of the submission format is to ensure uniformity of the information from each proposer and to aid in clear understanding and evaluation of each proposal.
- 2. **PROPOSAL FORMAT.**
 - a. Proposers must email the proposal to Christy Woodard, Fiscal Planning Specialist at woodardc@hsd.k12.or.us.
 - b. Brochures or other promotional presentations beyond that sufficient to present a complete and effective proposal will be considered supplemental.
 - b. Concise and direct answers are encouraged. The proposal should be limited to 15 pages. The proposal cover sheet and the staffing matrix (which have been provided), resumes and any sample work products requested are not included in this limit.
 - d. Failure to submit proposals in accordance with the provisions of the solicitation document shall be grounds to declare the proposal non-responsive. Failure to provide any information requested in the solicitation may result in rejection of the proposal.
- 3. **PROPOSAL CONTENT.** Proposers shall present a proposal, and submit all attachments as required, in the order listed:
 - a. Management Summary and Organization Profile.
 - i. Briefly state management’s understanding of the engagement and the timelines for service.
 - ii. State the names of the persons who will be authorized to make representations for the organization, their titles, addresses, telephone numbers and e-mail addresses.

- iii. Indicate the address of the organization's offices.
- iv. Describe the range of activities performed by the organization and speciality areas of expertise.
- b. Staffing: Size, Training and Experience.
 - i. Identify any outside partnerships or specialists who may assist with providing services.
 - ii. Describe the capability and experience in providing childcare services to local schools.
 - iii. Describe the qualification requirements for program staff at each level.
 - iv. Provide documentation of ability scale staff up and down to meet the requirements of each site.
 - v. Describe the equity and inclusion training requirements for program staff.
 - vi. Describe the safety and security training required for staff prior to working with children.
- c. Childcare Services Fees.
 - i. Indicate the all-inclusive maximum fee for which the requested work will be broken down as follows:
 - (1) Daily rate per child for childcare
 - (2) Minimum and Maximum capacity number of children per site
 - (3) Include itemized expenses: food, supplies, equipment, other
- e. Describe the program staff's usual attendance protocols.

4. EVALUATION OF PROPOSALS. The District will utilize the following objective factors to determine that proposal which provides the District with the optimal or best value:

- a. GENERAL EVALUATION:
 - i. RESPONSIBILITY OF PROPOSER. Before awarding a contract, the District must determine that the proposer submitting the most advantageous proposal is responsible; using the standards set forth in ORS 279B.110. In the event the District determines the proposer is not responsible, it must prepare a written determination of non responsibility as required by ORS 279B.110 and must reject the proposal.
 - ii. CONTINGENT PROPOSALS. The proposer must not make its proposal contingent upon the District's acceptance of any terms or conditions (including specifications) other than those contained in this solicitation.
 - iii. NON RESIDENT PROPOSERS. In determining the most advantageous responsible proposals, the District must apply the reciprocal preference set forth in ORS 279A.120(2)(b).
 - iv. CLARIFICATION OF PROPOSALS. After opening, the District may conduct discussions with apparent responsive proposer(s) for the purpose of clarification and to assure full understanding of the proposal.
 - v. NEGOTIATION. The District may only conduct discussions or negotiate with proposers in accordance with ORS 279B.060(6)(b).
- b. EVALUATION FACTOR SCORING. The District will perform an evaluation, by a selection committee, to measure the merit of each proposal received in accordance with the subjective evaluation criteria defined below. The District

will be the sole judge of the merits of each response. The recommendations of this committee will be a consensus and will be final.

- i. The District reserves the right to interview none, any, or all of the proposers who participate in this process.
- ii. Responsive proposals will be measured according to the following:
 - (1) Understanding of Engagement (15 Points Maximum):
 - (a) Demonstration of full understanding of the full work to be performed.
 - (2) Profile of the proposer (15 Points Maximum):
 - (a) References from current and former clients.
 - (b) Demonstration of success
 - (c) Alignment of district and organization vision
 - (3) Experience with local schools (15 Points Maximum):
 - (a) Experience and expertise.
 - (4) Staffing – Size, Training, and Experience (15 Points Maximum):
 - (a) Level of qualification, bilingual
 - (b) Training provided prior to services, Equity and Inclusion, Child Development, Safety
 - (c) Organization staffing and site-based staffing approach
 - (5) Proposers approach to staffing (15 Points Maximum):
 - (a) How will you be prepared
 - (b) What are your contingency plans for staff
 - (6) Timely and reliable service (15 Points Maximum)
 - (a) Proposer must demonstrate the ability to provide timely, reliable services and meet deadlines.
 - (b) Reporting and invoicing compliance
 - (7) Fee (10 Points Maximum):
 - (a) Fee structure and inclusions

5. SOLICITATION SCHEDULE.

Request for Proposals Issued	May 20, 2021
RFP Process Authorized by School Board	May 25, 2021
Information Meeting	May 26, 2021
Proposal Due Date	June 1, 2021, 4:00 pm
Proposal Review	June 2, 2021
Interviews	June 4, 2021
Notice of Intent to Award Issued	June 8, 2021
Protests of Intent to Award Due	June 15, 2021
Contract(s) Finalized	June 18, 2021
Contract(s) Commence	June 23, 2021

**SECTION III – STATEMENT OF WORK
CHILDCARE SERVICES**

SECTION III – STATEMENT OF WORK

1. **SCOPE.** The District is requesting proposals from qualified organizations to provide high quality Childcare for school-age children as a supplement to summer programs.
2. **BACKGROUND.** The Hillsboro School District has received grant funding from the State of Oregon to provide supplemental Childcare Services to school-aged children. Childcare will be offered at school sites throughout the district.
3. **PROVIDERS DISCLOSURES.**
 - a. Service Provider Requirements
 - Licensed school aged entity with early learning division
 - Supply materials to run programming and staff
 - Follow all [RSSL from ODE](#) and ELD Covid related requirements
 - Trained staff in equity training or equivalent
 - Provide culturally responsive educational practices
 - Provide well rounded and enrichment programming
 - Provide fun and creative enrichment opportunities
 - Offer opportunities to develop social skills, build meaningful relationships and support mental health and wellness
 - b. Insurance Requirements:
Commercial General Liability = \$3,000,000 per incident or \$4,000,000 aggregate
Workers Compensation = Statutory; Employers Liability \$500,000 or \$1,000,000
Automobile Liability = \$2,000,000 per occurrence
Professional Liability = \$2,000,000 per claim
Hillsboro School District should be named as an additional insured as an endorsement.
 - c. Indemnification Statement
 - d. Abuse and Sexual Misconduct Requirements
 - e. Background Checks Requirements
 - f. FERPA Compliance Assurance
 - g. Anti-discrimination Statement
 - h. COVID-19/Pandemic Response, Liability, and Termination Statements
 - i. Force Majeure Statement
 - j. Program reporting and compliance
 - i. Add grant reporting requirements
 - ii. Add district reporting requirements. Disclosure of any foreseeable limitations

4. DISTRICT CONTACTS.

Christy Woodard- Contract negotiations and management

[Alma Hernandez](#)- Program planning

Site-based leaders (to be determined)

8. CONTRACT. The successful proposer(s) will receive a contract to sign and return. The enclosed sample contract is incorporated by reference; its terms and conditions are a part of this solicitation and will become the entire agreement.

9. CONTRACT PERIOD. The term will be the summer of 2021, from June 21st through September 3rd, 2021. The contract will be paid on a monthly basis for the number of days of service and for the number of students slots provided. Advance payment for hiring and training may be negotiated as needed to guarantee services.

CHILDCARE SERVICES Proposal Cover

Organization Name: _____

Contact Name: _____

Phone: _____

Website: _____

Email: _____

Tax ID Number: _____

License/Registration Number: _____

Mailing Address: _____

City State Zip

References – CHILDCARE SERVICES

Provide at least two references of similar service contracts.

Company Name	Contact Name	Email Address	Phone Number	Describe Services

Organization – Please attach an organization chart that includes administrative oversight, ownership, and/or governing organization, if applicable.

HILLSBORO SCHOOL DISTRICT 1J
May 25, 2021
APPROVE SALARY ADJUSTMENTS FOR NON-UNION EMPLOYEES

SITUATION

The executive management staff, administrators, confidential, and supervisory-technical employees are not included in a bargaining unit. Annually, the Board authorizes their compensation after receiving recommendations from the Superintendent. Per state public meeting laws (42 Op Atty Gen 362 [1982]), salaries for non-union employees may not be discussed in executive session. The Board is scheduled to take action regarding compensation for non-union employees during tonight's regular session.

The District has undergone a comprehensive compensation review for all executive management, administrators, confidential, and supervisory-technical employees to determine whether or not Hillsboro is competitive for recruitment and retention purposes. As a result of the process, a detailed recommendation to adjust positions has been shared.

The compensation review comparison was conducted by a third party and included pulling salary and benefit information from districts that were similar to either size and/or geographic area. These included Portland, Tigard-Tualatin, Sherwood, Beaverton, Forest Grove, North Clackamas, Eugene, and Salem-Keizer. The study sought to compare compensation with like positions.

The current Memorandum of Agreement (MOA) will remain in status quo for the Cost of Living Adjustments (COLA) and insurance benefits until we reach agreement with the licensed union. Once an agreement is reached, the non-represented staff will receive the same COLA as the licensed staff. Effective July 1, 2021, all other elements of the MOA will go into effect for non-represented staff. The duration of the next MOA will be for a three year period effective July 1, 2021 thru June 30, 2024.

RECOMMENDATION

The Superintendent recommends that the Board of Directors approve the 2021-24 individual contracts with executive management, administrators, confidential, and supervisory-technical employees, including the recommended adjustments as well as COLA and health benefit caps in alignment with the licensed bargain agreement.

I move that the Hillsboro School District Board of Directors approve the 2021-24 individual contracts with executive management, administrators, confidential, and supervisory-technical employees, including the recommended adjustments and COLA and health benefit caps in alignment with the licensed bargain agreement.

HILLSBORO SCHOOL DISTRICT 1J
May 25, 2021
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 48: Landed.com

The business office services are designed to anticipate and proactively meet the needs of each school. Working with Human Resources to enhance the recruitment and retention capacity of the District, the business office staff met with and reviewed the Landed.com group that specializes in facilitating educational staff home buying. Other districts in the region have positive feedback on the opportunities that this partnership provides. For more information, please visit www.landed.com.

Finance Team – Accounts Payable, Banking, and Student Body Accounting

Finance Manager Jennifer Zavatsky continues to provide support to high school bookkeepers as they process in-person and remote transactions. Ms. Zavatsky has received notice that the financial software for Student Body Accounts will no longer be supported, and is researching alternative products. As she reviews options, Jennifer will be gathering input from the bookkeepers in order to further streamline the accounting process without compromising controls.

Finance Team – Financial Reporting, Contracts and Grants

Manager of Business Services Jeff Jones and one of the point of contacts for the district's independent audit team hosted a weeklong session on transactional testing for documentation and workflows. This has been an exceptional year with remote working for staff and the auditors have not cited any discrepancies during their interim fieldwork.

Fiscal Specialist Christy Woodard has taken the helm on the Oregon Department of Education Summer Grants. Although the department does not have a detailed application to access these funds, Christy has been working to facilitate internal “mini-grants” for approval by school supervisors. Once approved, Christy provides account codes to empower schools and departments to access this unusual resource designed to re-engage students over the summer and accelerate learning at all levels.

Payroll Team and Employee Benefits

Payroll Supervisor Kim Grannis has developed a mechanism to record Childcare as a taxable fringe benefit to remain in compliance with ethics rules, and currently bargained contract language. The District is providing on-site childcare for staff to access, Mrs.

Grannis works with Alma Hernandez to ensure the hours, and amounts are being recorded accurately for employees.

Lynette Coffman, Benefits Supervisor, continues to seek creative ways to inform HSD staff of their supplemental and extended insurance benefits under the current Employee Assistance Program, MODA insurance, and Kaiser. She has coordinated and recorded virtual events for staff to attend and access later at any time from the Staff Benefits web page.

General Functions

The Business Office Recovery Team is working to track all COVID-19 related expenses and potential funding sources to recovery outlay wherever possible. Although the economic impact of the Coronavirus is yet to be determined, the Recovery Team is an ad-hoc work group aligned with the Business Office imperative to 1) minimize waste, and 2) maximize opportunities. If you would like more information or to discuss these or other Business Office items, please contact Michelle Morrison at 503-844-1527 or morrisom@hsd.k12.or.us.

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 March 2021.

The District received two workers' compensation claims in March. As of March 31, 2021, there were eight open claims; four were for medical costs only, and four included time loss. There were no employees on modified work plans during March.

Workers' Compensation Reports			
	2018-19	2019-20	2020-21
July	1	3	0
August	2	2	3
September	11	15	6
October	14	15	5
November	5	10	2
December	13	18	2
January	7	14	0
February	8	17	0
March	13	3	2
April	11	0	
May	15	2	
June	11	0	
Yearly Total:	111	99	20

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 12 student incidents reported in March.

Student Incident Reports						
	2019-20 Total Incidents	Average Incidents Per School Day	Serious Injuries With 911 Transport	2020-21 Total Incidents	Average Incidents Per School Day	Serious Injuries With 911 Transport
July	2	N/A	0	0	N/A	0
August	6	N/A	0	0	N/A	0
September	149	7.5	1	0	N/A	0
October	131	6.2	3	0	N/A	0
November	77	4.8	1	0	N/A	0
December	91	6.1	4	1	N/A	0
January	95	5.4	0	1	N/A	0
February	74	4.1	3	2	N/A	0
March	43	4.3	0	12	N/A	0
April	0	N/A	0			
May	0	N/A	0			
June	0	N/A	0			
Yearly Total:	668		12	16		0

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 was one vehicle accident in March.

Hillsboro School District 1J
MONTHLY FINANCIAL REPORT - as of April 30, 2021

	1st Quarter	2nd Quarter	January	February	March	3rd Quarter	April	4th Quarter	Fiscal YTD	Budget	Fiscal YTD		
Revenues	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	2020-21	2020-21	% of Budget	2019-20	% of Budget
Taxes	\$140,003.08	\$76,083,723.46	\$1,347,709.43	\$563,154.87	\$1,459,040.43	\$3,369,904.73	\$231,745.47	\$231,745.47	\$79,825,376.74	\$82,507,072.02	96.75%	\$76,498,665.69	100.91%
Interest	\$71,188.29	\$88,836.71	\$47,323.98	\$41,516.64	\$36,032.99	\$124,873.61	\$31,777.16	\$31,777.16	\$316,675.77	\$1,200,000.00	26.39%	\$709,740.33	54.26%
Local Sources	\$37,207.75	\$224,035.32	\$7,333.05	\$38,824.80	\$42,085.61	\$88,243.46	\$86,483.83	\$86,483.83	\$435,970.36	\$2,765,323.98	15.77%	\$840,726.03	43.21%
Total Local	\$248,399.12	\$76,396,595.49	\$1,402,366.46	\$643,496.31	\$1,537,159.03	\$3,583,021.80	\$350,006.46	\$350,006.46	\$80,578,022.87	\$86,472,396.00	93.18%	\$78,049,132.05	98.72%
County/ESD	\$1,197,603.00	\$1,034,602.55	\$299,401.00	\$415,508.50	\$372,842.49	\$1,087,751.99	\$431,721.61	\$431,721.61	\$3,751,679.15	\$3,790,112.00	98.99%	\$2,916,220.05	79.25%
State Sources	\$46,473,409.28	\$35,098,571.73	\$11,554,063.57	\$12,937,253.94	\$11,814,366.57	\$36,305,684.08	\$11,814,366.57	\$11,814,366.57	\$129,692,031.66	\$143,160,594.00	90.59%	\$0.00	0.00%
Federal Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$105,672,190.10	0.00%
Other Sources	\$44,025.66	\$0.00	\$0.00	\$58,352.53	\$0.00	\$58,352.53	\$0.00	\$0.00	\$102,378.19	\$42,833.00	0.00%	\$0.00	0.00%
Beginning Balance*	\$11,973,234.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,973,234.59	\$9,409,091.00	127.25%	\$10,090,542.29	112.13%
Total Revenue	\$59,936,671.65	\$112,529,769.77	\$13,255,831.03	\$14,054,611.28	\$13,724,368.09	\$41,034,810.40	\$12,596,094.64	\$12,596,094.64	\$226,097,346.46	\$242,875,026.00	93.09%	\$196,728,084.49	84.83%
Expenditures													
Instruction													
Salaries	\$6,915,558.20	\$20,683,974.79	\$6,861,474.54	\$6,767,983.52	\$6,901,371.13	\$20,530,829.19	\$6,994,766.22	\$6,994,766.22	\$55,125,128.40	\$79,447,168.00	69.39%	\$55,790,192.22	71.62%
Benefits	\$3,882,050.87	\$11,534,353.69	\$3,834,017.96	\$3,762,622.83	\$3,830,771.09	\$11,427,411.88	\$3,867,274.65	\$3,867,274.65	\$30,711,091.09	\$45,544,715.00	67.43%	\$31,606,626.74	71.54%
Purchased Service	\$691,964.33	\$1,210,711.95	\$296,358.92	\$446,495.23	\$401,096.04	\$1,143,950.19	\$728,200.47	\$728,200.47	\$3,774,826.94	\$14,371,079.00	26.27%	\$5,768,266.03	49.53%
Supplies/Materials	\$527,853.70	\$463,732.04	\$100,843.57	\$91,842.76	\$126,619.17	\$319,305.50	\$197,338.05	\$197,338.05	\$1,508,229.29	\$4,720,747.00	31.95%	\$1,270,267.87	41.49%
Capital Purchases	\$0.00	\$0.00	\$0.00	\$57,703.00	\$5,689.00	\$63,392.00	\$1,324.86	\$1,324.86	\$64,716.86	\$0.00	0.00%	\$19,859.00	0.00%
Other	\$148,304.74	\$4,089.20	\$0.00	\$0.00	\$125.00	\$125.00	\$7,413.00	\$7,413.00	\$159,931.94	\$975,637.00	16.39%	\$330,670.25	32.20%
Total Instruction	\$12,165,731.84	\$33,896,861.67	\$11,092,694.99	\$11,126,647.34	\$11,265,671.43	\$33,485,013.76	\$11,796,317.25	\$11,796,317.25	\$91,343,924.52	\$145,059,346.00	62.97%	\$94,785,882.11	68.78%
Support Services													
Salaries	\$6,700,756.33	\$9,500,645.70	\$3,121,098.79	\$2,985,854.62	\$2,993,156.66	\$9,100,110.07	\$3,077,116.74	\$3,077,116.74	\$28,378,628.84	\$47,237,641.00	60.08%	\$31,223,416.24	65.66%
Benefits	\$4,314,611.96	\$6,029,316.90	\$2,023,509.53	\$1,937,534.18	\$1,913,617.35	\$5,874,661.06	\$1,985,377.53	\$1,985,377.53	\$18,203,967.45	\$27,079,944.00	67.22%	\$19,254,659.78	71.40%
Purchased Service	\$3,219,892.17	\$2,327,446.77	\$1,101,009.32	\$620,023.92	\$849,781.81	\$2,570,815.05	\$1,101,593.06	\$1,101,593.06	\$9,219,747.05	\$8,544,746.00	107.90%	\$11,367,977.78	159.92%
Supplies/Materials	\$1,515,275.73	\$1,342,115.01	\$303,454.26	\$464,862.08	\$475,140.32	\$1,243,456.66	\$514,110.13	\$514,110.13	\$4,614,957.53	\$2,806,858.00	164.42%	\$3,983,480.07	213.15%
Capital Purchases	\$5,772.50	\$40,404.14	\$44,511.92	\$24,849.98	\$32,201.25	\$101,563.15	\$22,306.00	\$22,306.00	\$170,045.79	\$0.00	N/A	\$62,170.63	0.00%
Other	\$1,412,380.54	\$58,740.41	\$77,292.01	\$4,056.93	\$5,708.83	\$87,057.77	\$9,885.66	\$9,885.66	\$1,568,064.38	\$580,094.00	270.31%	\$1,549,052.63	247.10%
Total Support	\$17,168,689.23	\$19,298,668.93	\$6,670,875.83	\$6,037,181.71	\$6,269,606.22	\$18,977,663.76	\$6,710,389.12	\$6,710,389.12	\$62,155,411.04	\$86,249,283.00	72.06%	\$67,440,757.13	80.17%
Community Services													
Salaries	\$55,702.87	\$92,593.48	\$32,483.26	\$32,580.20	\$32,767.42	\$97,830.88	\$31,191.03	\$31,191.03	\$277,318.26	\$313,488.00	88.46%	\$261,164.18	67.04%
Benefits	\$32,673.03	\$51,130.25	\$19,358.20	\$19,088.60	\$21,820.26	\$60,267.06	\$18,605.74	\$18,605.74	\$162,676.08	\$179,714.00	90.52%	\$168,260.67	76.16%
Purchased Service	\$745.00	\$0.00	\$0.00	\$0.00	\$125.00	\$125.00	\$164.24	\$164.24	\$1,034.24	\$56,706.00	1.82%	\$45,952.41	78.91%
Supplies/Materials	\$0.00	\$0.00	\$31.37	\$1,272.17	\$81.21	\$1,384.75	\$0.00	\$0.00	\$1,384.75	\$18,627.00	7.43%	\$5,706.93	37.28%
Capital Purchases	\$0.00	\$0.00	\$0.00	\$0.00	\$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	\$0.00	\$0.00	\$0.00	\$0.00	\$3,850.00	0.00%	\$0.00	0.00%
Total Community Services	\$89,120.90	\$143,723.73	\$51,872.83	\$52,940.97	\$54,793.89	\$159,607.69	\$49,961.01	\$49,961.01	\$442,413.33	\$572,385.00	77.29%	\$481,084.19	69.81%
Capital Projects													
Purchased Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Capital Purchases	\$0.00	\$0.00	\$0.00	\$0.00	\$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	\$0.00	0.00%	\$0.00	0.00%
Debt Service Payment	\$0.00	-\$45.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$45.81	\$0.00	0.00%	-\$2,673.85	0.00%
Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Contingency/Ending Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,994,012.00	0.00%	\$0.00	0.00%
Total Expenditures	\$29,423,541.97	\$53,339,208.52	\$17,815,443.65	\$17,216,770.02	\$17,590,071.54	\$52,622,285.21	\$18,556,667.38	\$18,556,667.38	\$153,941,703.08	\$242,875,026.00	63.38%	\$162,705,049.58	70.16%

HILLSBORO SCHOOL DISTRICT 1J
May 25, 2021
ACCEPT GIFTS AND DONATIONS
(as of April 30, 2021)

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.

There are no donations to report for April that are valued at \$5,000 or more

RECOMMENDATION

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



Code: CBA
Adopted: 1/18
Revised/Readopted: 1/22/19
Orig. Code(s): CB

Qualifications and Duties of the Superintendent

POSITION: Superintendent of Schools

QUALIFICATIONS:

1. A current ~~Oregon administrative license with an authorization for all levels, superintendent's endorsement or a transitional superintendent~~ license that qualifies the individual to serve as superintendent of the district;
2. A master's degree or higher in the field of education, preferably in educational administration;
3. Successful experience as an educational leader and administrator;

In lieu of the experience and training requirements above, the Board may consider as a candidate for its superintendent's position an individual who meets ~~transitional administrator or exceptional administrator~~ alternative licensure requirements. ~~The Board may, jointly with the individual, submit an application for such license for Teacher Standards and Practices Commission approval pursuant to OAR 584-080-0151 and 584-080-0161~~ The Board may take steps to assist an individual to qualify for such a license.;

4. Other qualifications as determined by the Board.

REPORTS TO: Board of Directors

SUPERVISES: Central office administrators and school principals; and through them, all District personnel.

JOB GOAL: Provide effective administration of all schools and departments, and educational leadership throughout the school system and community.

Performance Responsibilities

The Superintendent:

1. Serves as chief executive officer of the ~~Board~~ District except as otherwise provided by law, makes rules not in conflict with law or with Board policies and decides all matters of administrative and supervisory detail in connection with the operation and maintenance of the schools;

2. Initiates and directs the development of policies for approval by the Board, delegating such responsibility to associates and subordinates as deemed desirable;
3. Attends all meetings of the Board except ~~those concerned with the Superintendent's own contract status and takes part in the deliberations, but does not vote~~ when excused;
4. Assists the Board in reaching sound judgments, establishing policies and approving those matters which the law requires the Board to approve; places before the Board necessary and helpful facts, comparisons, investigations, information and reports; and makes available the personal advice on special or technical matters by those persons who are qualified to furnish it;
5. Implements and interprets Board policies;
6. Reviews data regularly and leads the District in enacting equitable changes to improve educational outcomes for every student;
7. Recommends the appointment, renewal, contract extension, contract non-renewal, contract non-extension or discharge of licensed employees of the Board as provided by law, Board policies and the employee's collective bargaining agreement, as applicable, and with such recommendations reported to the Board for approval;
8. Assigns or transfers licensed employees as provided by state law, Board policies, collective bargaining agreements and meet and confer agreements, as applicable;
9. Appoints, assigns, transfers, promotes, demotes, or discharges classified and nonrepresented employees as provided by state law, Board policies, collective bargaining agreements and meet and confer agreements, as applicable;
10. Directs the professional supervisory staff in visits to the schools under the Superintendent's charge; through this staff, directs, assigns, and assists teachers and all other educational employees in the performance of their duties; classifies, assigns, and controls the promotion of students; and performs other duties as the Board determines;
11. Directs the work of the professional staff in evaluating curriculum and instructional materials and, upon the basis of such study, makes recommendations to the Board;
12. Supervises the establishment or modification of attendance and transportation area boundaries subject to Board approval;
13. Directs the preparation of the budget showing the estimated receipts and disbursements necessary to cover the needs of the District for the ensuing budget period, and submits this estimate to the Board in accordance with law;
14. Approves and directs, in accordance with law and Board policy, purchases, and expenditures, within the limits of the budget;
15. Exercises leadership in directing studies of sites and buildings, considering the population trend and the educational and cultural needs of the District, to ensure timely decisions by the Board and electorate regarding construction and renovation projects;

16. Represents the District in dealings with other school systems, social institutions, business firms, government agencies, and the general public;
17. Keeps the public informed about current educational practices, educational trends, and issues confronting the District;
18. Engage with school stakeholders, including students, staff, parents, and community members, to gather input, share information, and build understanding.

The specific enumeration of the Superintendent’s duties as detailed above will not act to limit the broad authority and responsibility of the office.

END OF POLICY

Legal Reference(s):

[ORS 332.075](#)
[ORS 342.143](#)
[ORS 342.173](#)

[ORS 342.850](#)
[OAR 584-020-0000 - 0035](#)
[OAR 584-046-0003 - 0024](#)

[OAR 584-080-0151](#)
[OAR 584-080-0152](#)
[OAR 584-080-0161](#)



Code: **IIBGA**
Adopted: 5/23/17
Revised/Readopted: 5/28/19
Orig. Code: IIABB

Electronic Communications System

~~The Board is committed to the development and establishment of a quality, equitable, and cost-effective electronic communications system. The system's sole purpose shall be for the advancement and promotion of learning and teaching.~~

The District's **electronic communications** system will be used to provide statewide, national, and global communications opportunities for staff and students **and for the advancement and promotion of teaching and learning.**

The Superintendent will establish administrative regulations for the use of the District's system, including compliance with the following provisions of the Children's Internet Protection Act (CIPA):

1. Technology protection measures, installed and in continuous operation, that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography or, with respect to the use of the computers by minors, harmful to minors;
2. Educating minors about appropriate online behavior, including cyberbullying awareness and response, and how to interact with other individuals on social networking sites and in chat rooms;
3. Monitoring the online activities of minors;
4. Denying access by minors to inappropriate matter on the Internet and World Wide Web;
5. **Ensuring Promoting** the safety and security of minors when using **e-electronic** mail, social media, chat rooms, and other forms of direct electronic communications;
6. Prohibiting unauthorized access, including so-called "hacking" and other unlawful activities, by minors online;
7. Prohibiting unauthorized disclosure, use, and dissemination of personal information regarding minors; **and**
8. Installing measures designed to restrict minors' access to materials harmful to minors.

~~The Superintendent will establish administrative regulations for use of the District's system by staff using their own personal electronic devices to download and store District proprietary information, including personally recognizable information about District students or staff. Administrative R~~regulations shall

insure compliance with privacy rights under applicable federal and state laws and regulations, including but not limited to the Age Discrimination in Employment Act of 1967 (ADEA), the Americans with Disabilities Act (ADA), the Genetic Information Nondiscrimination Act of 2008 (GINA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The administrative regulations will be consistent with sound guidelines as may be provided by the education service district, the Oregon Department of Education and/or the Oregon Government Ethics Commission, copyright law, and will include a complaint procedure for reporting violations.

~~The Superintendent will also establish administrative regulations for use of the District's electronic communications system to comply with copyright law.~~

Failure to abide by District policy and administrative regulations governing use of the District's electronic communications system may result in the suspension and/or revocation of system access. Additionally, student violations may will result in discipline, up to and including expulsion. Staff violations may will also result in discipline, up to and including dismissal. Violations of law may will be reported to law enforcement officials and may result in criminal or civil sanctions. Fees, fines, or other charges may also be imposed.

END OF POLICY

Legal Reference(s):

[ORS 167.060 - 167.100](#)
[ORS Chapter 192](#)
[ORS 260.432](#)
[ORS 332.107](#)

[ORS 339.250](#)
[ORS 339.270](#)
[OAR 581-021-0050](#)
[OAR 581-021-0055](#)

[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

Children's Internet Protection Act, 47 U.S.C. §§ 254(h) and (l) (2018); 47 C.F.R. Section 54.520 (2019).
Copyrights, 17, U.S.C. §§ 101-1332 (2018); 19 C.F.R. Part 133 (2020).
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117 (2018).
Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101-8107 (2018); 34 C.F.R. Part 84, Subpart F (2020).
Controlled Substances Act, 21 U.S.C. § 812, Schedules I through V (2018); 21 C.F.R. §§ 1308.11-1308.15 (2020).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018); 34 C.F.R. Part 99 (2020).
Every Student Succeeds Act, 20 U.S.C. § 7131 (2018).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).



Code: **IIBGA-AR**
Revised/Reviewed: 5/23/17; 5/28/19
Orig. Code: IIBGA-AR

Electronic Communications System

The District recognizes that telecommunications systems and new technologies change the way information is accessed and used in society. Instruction, student learning, and business practices are transformed through the effective integration and use of technology. The District is committed to providing access to telecommunications, network services, and information system tools in support of the District’s mission. All individuals accessing these resources through District systems or on District property are expected to use them in a professional manner, aligned with the instructional and operational mission of the District and applicable policies and guidelines.

Definitions

1. “User” means an employee, student, authorized volunteer, authorized contractor, or other user accessing technology resources provided by the Hillsboro School District.
2. “Account” means login credentials, including account name and password, provided to a user by the Hillsboro School District for the purpose of accessing technology resources.
3. “Systems” means all District technology systems, including, but not limited to, telecommunications, network, storage, server, software, and information systems. This also includes all computing devices, such as, but not limited to, computers, laptops, mobile computing and telecommunications devices, and all related peripherals.
4. “TS” is the Hillsboro School District Technology Services Department.
5. “Filtering” means the District’s compliance with the Children’s Internet Protection Act (CIPA) to provide “technology protection measures” that attempt to protect minors from visual depictions that are:
 - a. “Obscene,” as the term is defined in Section 1460 of Title 18, United States Code.
 - b. “Child pornography,” as the term is defined in Section 2256 of Title 18, United States Code.
 - c. “Harmful to minors,” as the term is defined by CIPA.
6. “Harmful to minors,” as defined by CIPA, means any picture, image, graphic image file, or other visual depiction that:
 - a. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;

- b. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - c. Taken as a whole, lacks serious literary, artistic, political, or scientific value to minors.
7. “Sexual act; and sexual contact,” as defined by CIPA, have the meanings given such terms in Section 2246 of Title 18, United States Code.
 8. “Minor,” as defined by CIPA, means an individual who has not attained the age of 17. For the purposes of Board policy and this administrative regulation, minor will include all students enrolled in District schools.
 9. “Inappropriate matter,” as defined by the District, means material that is inconsistent with general public education purposes, and the District’s vision, mission and goals, as determined by the District.
 10. “District proprietary information” is defined by the District as any information created, produced, or collected by District staff for the business or education purposes of the District, including, but not limited to, student information, staff information, parent or patron information, curriculum, forms, and like items used to conduct the District’s business.
 11. “District software” is defined by the District as any commercial or staff developed software acquired using District resources.

System Access

Access to District systems is provided to conduct business or research related to the operational or instructional needs of the District. To that end, access to the District’s system is authorized to:

1. Board members who have signed a District user agreement.
2. District employees who have completed SafeSchools training.
3. Students in grades K-12, under the appropriate supervision of staff.
4. District volunteers, contractors, or other members of the public, as authorized by the system coordinator, consistent with the District’s mission and policies governing the use of District equipment and materials.
5. Students, Board members, volunteers, contractors, and other authorized users may use District technology, including e-mail and Internet, only to conduct District business. Personal use of said systems is strictly prohibited.
6. Staff must use District technology, including, but not limited to, Internet access and e-mail, to conduct District business. Personal use of said systems by staff is restricted. Any personal use by staff is limited to such uses as deemed permissible under the Oregon Government Ethics Commission (OGEC) ~~guidance (e.g., occasional use to type a social letter to a family member or prepare application materials for another position in the District)~~. Such use is restricted to the employee’s own time.

General Use Guidelines

Operation of District technology systems relies on appropriate use by all users. Students, staff, and others granted system access are responsible for adhering to ethical, legal, and appropriate use guidelines. As users of District technology systems, users agree to the following when using District technology systems or when using any technology on District property:

1. Use District systems to conduct District business or research related to the instructional or operational needs of the District.
2. Keep their District account information and/or passwords private and not share them with anyone in any manner. Users agree to only use those accounts ~~and/or passwords~~ they have been issued by the District. ~~Passwords are the property of the District.~~
3. Protect private information, including that related to students and staff. The downloading of student or staff information to any personal device is prohibited unless approved by TS administration.
4. Protect user safety by not posting personally identifiable information (PII) to the web or other Internet-based systems not provided by the District, unless approved by TS administration.
5. Adhere to the same standards for communicating online that are expected in the classroom and are consistent with Board policy and administrative regulations.
6. Use District systems to conduct all District business related to the instructional or operational needs of the District. All websites and other related systems must be hosted on District servers unless approved by TS administration.
7. Respect the privacy of others. Do not read the mail or files of others without their permission.
8. Report violations of the District's policy and/or administrative regulations, or security problems to the supervising teacher, system coordinator, or administrator, as appropriate.
9. Use etiquette, as explained in District training sessions and the student user agreement.
10. Use District approved software, computing devices, and systems in the conduct of District business, supporting instruction and operation.
11. Abide by all copyright laws and license agreements.

The following conduct is strictly prohibited:

1. Attempts to use the District's system for:
 - a. Unauthorized solicitation of funds;
 - b. Downloading, storage, use and/or distribution of chain letters, media, or other items not directly related to the conduct of District business;
 - c. Unauthorized sale or purchase of merchandise and services;
 - d. Collection of signatures;
 - e. Membership drives;
 - f. Transmission of any materials regarding political campaigns.

2. Attempts to upload, download, use, reproduce, distribute, or file share information, data, software, music, videos, or other media or materials on the District's system in violation of copyright law or applicable provisions of use or license agreements.
3. Attempts to degrade, disrupt, or vandalize District systems, software, materials or data, or those of any other user of the District's system, or any of the agencies or other networks connected to the District's system directly or indirectly.
4. Attempts to evade, change, or exceed resource quotas or ~~disk~~ data usage quotas.
5. Attempts to send, intentionally access, or download any material, including, but not limited to, websites, text files, or media, or engages in any communication that includes material, ~~but is not limited to,~~ that may be interpreted as:
 - a. Harmful to minors;
 - b. Obscene or child pornography, as defined by law; or indecent, vulgar, profane, or lewd, as determined by the District;
 - c. A product or service not permitted to minors by law;
 - d. Harassment, intimidation, ~~bullying,~~ menacing, threatening, ~~or a bias incident;~~ ~~or~~
 - e. ~~e~~Constitutes ~~insulting or fighting words,~~ the very expression of which injures or harasses others, ~~or which includes a symbol of hate;~~
 - f. A likelihood that, either because of its content or the manner of distribution, it will cause a material or substantial disruption of the proper and orderly operation of the school or school activity;
 - g. Defamatory, libelous, reckless, or maliciously false; potentially giving rise to civil liability; constituting or promoting discrimination; a criminal offense, or otherwise violates any law, rule, regulation, Board policy, and/or administrative regulation.
6. Accesses or attempts to gain unauthorized access to any service via the District's system. This prohibition includes services with or without cost and/or attempts to incur other types of costs without specific approval. The user accessing such services will be responsible for these costs.
7. Attempts to post or publish, and posting or publishing of personally identifiable student or staff information, including photos or videos, to any web or other Internet-based system not provided by the District, unless approved by TS administration.
8. Attempts to use District names, likenesses, or information in external communication forums such as chat rooms, websites, or social media in a malicious manner, or in a manner that is not approved by the District's communications office.
9. Attempts to use another individual's account name or password; ~~failure to provide the District with individual passwords;~~ or attempts to access restricted information, resources, or networks to which the user has not been ~~given~~ granted access.
10. Attempts to arrange student meetings with anyone on the District's system for non-school-related purposes, unless authorized by the system coordinator or supervisor or with prior parent approval.

General District Responsibilities

To ensure access and compliance, the District will:

1. Designate staff, as necessary to ensure coordination and maintenance of the District's electronic communications system.
2. Provide staff training in the appropriate use of the District's system, including copies of the District policy and administrative regulations. Staff will provide similar training to other authorized system users.
3. Provide a system for authorizing staff use of personal electronic devices to download and/or access District proprietary information, that ~~insures~~ ensures the protections of said information ~~and insures its removal from the device when its use is no longer authorized;~~ in accordance with board policy. ~~The district will~~ 4.E. Establish a system for obtaining prior agreement from staff for the recovery of District proprietary information downloaded to staff personal electronic devices, as necessary to accomplish District purposes, obligations or duties, and when the use on the personal electronic device is no longer authorized, to ensure verification that information downloaded has been properly removed from the personal electronic device;
4. Instruct students on the appropriate uses of technology and online behavior, including cyberbullying awareness and response, and how to interact with other individuals on social networking and social media websites and in chat rooms; provide supervision to monitor the online activities of students to ensure appropriate use and the safety and security of minors when authorized to use e-mail, social media, chat rooms, and other forms of direct electronic communication.
5. Provide technology protection measures that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography, or, with respect to the use of computers by minors, harmful to minors. The District will maintain procedures to provide access to content blocked by technology protection measures if that content supports the District's mission, policy, and administrative regulations. A supervisor or other individual authorized by the principal may disable the technology protection measures to enable access for bona fide research or other lawful purposes, as deemed appropriate.
6. Prohibit access by minors, as defined by CIPA and this regulation, to inappropriate matter on the Internet and World Wide Web.
7. Install and use desktop and/or server security, virus detection, and removal software.
8. Comply with the requirements of law and licensing agreements regarding the use, reproduction, and distribution of copyrighted works, including, but not limited to, print, software, audio, or video media. Notify users of known copyright-infringing activities, and deny access to or remove the material.
9. Determine which users will be provided access and to determine levels of access, as deemed most applicable to the curricular and operational needs of the District. The District reserves the right to restrict user access, accordingly.
10. Notify appropriate system users that:

- a. The District retains ownership and control of all systems, including computing devices, hardware, software, network systems, data, and other electronic systems, at all times. Said systems are solely for use aligned with the mission and purpose of the District. All information transmitted, received, stored, or contained in the District's system is District property and shall be used for authorized purposes only. Use of District equipment or software for unauthorized purposes is strictly prohibited. To maintain system integrity, monitor network etiquette, and ensure that those authorized to use the District's system are in compliance with Board policy, administrative regulations, and law, the District may routinely review user files and communications.
 - b. The District reserves the right to monitor any and all use of electronic resources, including, but not limited to, District systems computing devices, network systems, storage systems, e-mail, internet, and all data and information contained within or transmitted through District systems in any and all manners. By using the District's system, individuals consent to have that use monitored by authorized District personnel. The District reserves the right to access and disclose, as appropriate, all information and data contained on District computers, District-owned e-mail systems, and other District-owned systems.
 - c. Files and other information, including e-mail, sent or received, generated or stored, on District servers are not private and may be subject to monitoring.
 - d. The District will establish a retention schedule for the removal of e-mail. Other electronic records and/or information may be governed by and subject to state archivist rules for retention and destruction.
 - e. E-mail sent or received by a Board member or employee in connection with the transaction of public business may be a public record and subject to state archivist rules for retention and destruction.
 - f. Information and data entered or stored on the District's computers and e-mail system may ~~become discoverable evidence~~ be subject to disclosure if a public records request is made or a lawsuit is filed against the District. "Deleted" or "purged" data from District computers or e-mail system may be retrieved for later public records disclosure or disciplinary purposes, as deemed necessary by the District.
 - g. Transmission of any communications or materials ~~regarding political campaigns is related to activities prohibited by ORS 260.432 is not allowed.~~
 - h. Expectations regarding proper system use are included in the District's parent/student handbooks, and all system users are required to comply with these expectations. The policy and administrative regulation will be provided annually.
11. Cooperate fully with local, state, or federal officials in any investigation relating to misuse of the District's system.

Complaints

~~Complaints regarding use of the District's Electronic Communications System may be made to the teacher, principal, employee's supervisor, or system coordinator. The District's established complaint procedure will be used for complaints concerning violations of the District's Electronic Communications System policy and/or administrative regulation. See Board policy KL - Public Complaints and KL-AR - Public Complaint Procedure.~~ The District's established complaint procedure in Board policy KL - Public Complaints and accompanying administration regulation may be used to report or process complaints about violations of policy and administrative regulations.

Violations/Consequences

1. Students

- a. Students who violate general system user prohibitions shall be subject to discipline up to and including expulsion and/or revocation of access to the TS system and may include permanent loss of privileges.
- b. Violations of law may be reported to law enforcement officials and may result in criminal or civil sanctions.
- c. Disciplinary action may be appealed by parents, students, and/or a representative, in accordance with established District procedures.

2. Staff

- a. Staff who violate general system user prohibitions shall be subject to discipline, up to and including dismissal, in accordance with Board policy, negotiated agreements, and applicable provisions of law.
- b. Violations of law ~~will~~ may be reported to law enforcement officials and may result in criminal or civil sanctions.
- c. Violations of applicable Teacher Standards and Practices Commission (TSPC), Standards for Competent and Ethical Performance of Oregon Educators, will be reported to TSPC, as provided by OAR 584-020-0041.
- d. Violations of ORS 244.040 ~~will~~ may be reported to the Oregon Government Ethics Commission (OGEC).

3. Others

- a. Other guest users who violate general system user prohibitions shall be subject to suspension of system access, up to and including permanent revocation of privileges.
- b. Violations of law may be reported to law enforcement officials or other agencies, as appropriate and may result in criminal or civil sanctions.

Telephone/Membership/Other Charges

1. The District assumes no responsibility or liability for any membership, phone, or internet provider charges, including, but not limited to, long distance charges, per minute (unit) surcharges, overage charges, app purchases, and/or equipment or line costs incurred by any home or personal usage of the District's system.
2. Any disputes or problems ~~regarding~~ resulting from phone or internet services for home users of the District's system are strictly between the system user and their ~~local phone company, long distance service provider, and/or internet~~ provider.
3. District-issued cell phones and similar mobile devices are for the conduct of District business only.

Information Content/Third-Party Supplied Information

1. System users and parents of student system users are advised that use of the District's system may provide access to materials that may be considered objectionable and inconsistent with the District's ~~[vision,]~~ mission and goals. Parents should be aware of this possibility.

2. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals are those of the providers and not the District.
3. System users may, with supervising teacher or system coordinator approval, order services or merchandise from other ~~individuals and agencies~~ vendors that may be accessed through the District's system. These ~~individuals and agencies~~ vendors are not affiliated with the District. All matters concerning merchandise and services ordered, including, but not limited to, purchase terms, payment terms, warranties, guarantees, and delivery, are solely between the ~~seller~~ vendor and the system user. The District makes no warranties or representation whatsoever with regard to any goods or services provided by the ~~seller~~ vendor. District staff and administration shall not be a party to any merchandise purchase or order of services from transactions, or be liable for any costs or damages arising out of, either directly or indirectly, the actions or inactions of ~~sellers~~ vendors.
4. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. The District's system is provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose, with respect to any services provided by the system and any information or software contained therein.



Code: JGA
 Adopted: 6/09/09
 Revised/Readopted: 5/28/19
 Orig. Code: JGA

Corporal Punishment**

The use of corporal punishment in any form is strictly prohibited in the District. No student will be subject to the infliction of corporal punishment.

“Corporal punishment” is defined as the willful infliction of, or willfully causing the infliction of, physical pain.

No teacher, administrator, other school personnel, or school volunteer will subject a student to corporal punishment or condone the use of corporal punishment by any person under their supervision or control. Permission to administer corporal punishment will not be sought or accepted from any parent/guardian, person in parental relationship, or school official.

A staff member is authorized to employ physical force when, in their professional judgment, the physical force is necessary to prevent a student from harming self, others, or doing harm to District property. Physical force shall not be used to discipline or punish a student. The Superintendent shall inform all staff members and volunteers of this policy.

END OF POLICY

Legal Reference(s):

[ORS 161.205](#)
[ORS 339.240](#)

[ORS 339.250](#)

[OAR 581-021-0050 to -0075](#)
[OAR 584-020-0040](#)

Cross Reference(s):

JGAB - Use of Restraint and Seclusion



Code: **JHCA/JHCB**
Adopted: 1/01/17
Revised/Readopted: 12/10/19
Orig. Code: JHCA/JHCB

Immunizations, Physical Examinations, Vision Screening/Eye Examinations and Dental Screening**

Immunization

Proof of immunization must be presented at ~~prior to~~ the time of initial enrollment¹ in school or within 30 days of transfer to the District in accordance with Oregon law. Proof consists of a signed Certificate of Immunization Status form, documenting either evidence of immunization or a medical or nonmedical exemption.

Physical Examination

The Board recommends that all students initially enrolling in school have an examination with a medical provider. When initially enrolling their student in the District, and when registering them for school, parents will be asked to provide essential health information that is necessary to keep their student healthy and safe at school.

All students participating in athletic programs are required to submit to the District a School Sports Pre-Participation Examination form prior to their initial participation in a District athletic program. The form is to be completed and signed by a parent or guardian and physician, giving permission for the student to participate.

A student who is subsequently diagnosed with a significant illness or has had a major surgery is required to have a physical examination prior to further participation in extracurricular sports.

A student who continues to participate in extracurricular sports in grades 7 through 12 shall be required to complete a physical examination once every two years, thereafter.

Vision Screening or Eye Examination

¹ The district shall immediately enroll a homeless student in the school selected even if the student is unable to produce records normally required for enrollment.

The parent or guardian of a student who is 7 years of age or younger and is beginning an education program with the District for the first time shall, within 120 days of beginning the education program, submit a certification that the student has received:

1. A vision screening or eye examination; and
2. Any further examination, treatments, or assistance necessary.

The certification is not required if the parent or guardian provides a statement to the District that:

1. The student submitted a certification to a prior education provider; or
2. The vision screening or eye examination is contrary to the religious beliefs of the student or the parent or guardian of the student.

Dental Screening

The District shall file in the student's dental health record any dental screening certifications and any results of a dental screening known by the District. The District will provide to the parent or guardian of each student, standardized information developed by the Oregon Health Authority's dental director regarding dental screenings, further examinations or necessary treatments, and preventative care, including fluoride varnish, sealants, and daily brushing and flossing.

The parent or guardian of a student who is 7 years of age or younger and is beginning an education program with the District for the first time, shall submit a certification within 120 days of beginning the education program, that the student has received a dental screening within the previous 12 months.

The certification is not required if the parent or guardian provides a statement to the District that:

1. The student submitted a certification to a prior education provider;
2. The dental screening is contrary to the religious beliefs of the student or the parent or guardian of the student; or
3. The dental screening is a burden for the student or the parent or guardian of the student in the following ways:
 - a. The cost of obtaining the dental screening is too high;
 - b. The student does not have access to an approved screener;
 - c. The student was unable to obtain an appointment with an approved screener.

The certification may be provided by a licensed dentist, a dental hygienist, or a health care practitioner, as defined by state law. The certification must include the:

1. Student's name;
2. Date of screening; and
3. Name of entity conducting the dental screening.

The District shall submit to the Oregon Department of Education a report that identifies the percentage of students who failed to submit the certification for the previous year, no later than June 15 of each year.

If the District is causing the dental screening to be conducted, the District will follow the **notice requirements in accordance with** ~~ef~~ law.

END OF POLICY

Legal Reference(s):

[ORS 326.580](#)

[ORS 336.211](#)

[ORS 336.213](#)

[ORS 336.214](#)

[ORS 336.479](#)

[ORS 433.235 - 433.280](#)

[OAR 333-019-0010](#)

[OAR 333-050-0010 - 050-0120](#)

[OAR 581-021-0017](#)

[OAR 581-021-0031](#)

[OAR 581-021-0041](#)

[OAR 581-022-2220](#)

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2018).

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2020).

OREGON SCHOOL ACTIVITIES ASSOCIATION, *OSAA HANDBOOK*.