

**HILLSBORO SCHOOL DISTRICT 1J BOARD OF DIRECTORS**  
Administration Center, 3083 NE 49th Place, Hillsboro, OR 97124

**Board Meeting Agenda**  
**Tuesday, May 27, 2025**  
**5:15 PM**

Please note that the estimated times for specific items on Board meeting agendas are subject to change; if audience members wish to be present for specific agenda items, they are encouraged to arrive at least 15 minutes prior to the estimated time. A livestream link can be found at the top of the hsd website: <https://www.hsd.k12.or.us/> on the morning of the meeting.

1. **5:15 PM - Work Session**
  - A. Call to Order  
Presenter: Ivette Pantoja  
Time: 5:15 PM
  - B. Supplement Transportation Plan 4  
Presenters: Saideh Haghighi Khochkhou / Carol Hatfield  
Time: 5:15 PM, 30 minutes
  - C. Comprehensive Sexuality Education (CSE) Biennial Review and Update Report 10  
Presenters: Brooke Nova / Becky Kingsmith  
Time: 5:45 PM, 30 minutes
  - D. 2026 Bond Preparations 11  
Presenters: Beth Graser / Scott Harrison  
Time: 6:15 PM, 20 minutes
  - E. Century High School Theater Update 12  
Presenter: Audrea Neville  
Time: 6:35 PM, 10 minutes
  - F. Recess Work Session  
Presenter: Ivette Pantoja  
Time: 6:45 PM
2. **7:00 PM - Regular Session**
  - A. Call to Order and Flag Salute  
Presenter: Ivette Pantoja  
Time: 7:00 PM, 5 minutes
  - B. Land Acknowledgement 13  
Presenter: Ivette Pantoja  
Time: 7:05 PM, 5 minutes
  - C. Recognition / Proclamations  
Presenter: Ivette Pantoja  
Time: 7:10 PM, 5 minutes
    1. LGBTQ+ Pride Month 14  
Presenter: Mark Watson
  - D. Approval of Agenda  
Presenter: Ivette Pantoja  
Time: 7:15 PM, 5 minutes  
**SAMPLE MOTION: *I move that the Board of Directors approve the Agenda as printed.***
  - E. Audience Time  
Presenter: Ivette Pantoja  
Time: 7:20 PM, 5 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: Ivette Pantoja   |    |
|    | Time: 7:25 PM, 5 minutes  |    |
|    | <b>SAMPLE MOTION: I move that the Board of Directors approve the Consent Agenda as printed.</b>   |    |
|    | 1. Approve Minutes of April 22, 2025, Board Meeting   | 15 |
|    | 2. Approve Minutes of May 13, 2025, Board Meeting   | 22 |
|    | 3. Approve Routine Personnel Matters  | 25 |
|    | 4. Approve 2025-26 Board Meeting Dates  | 27 |
|    | 5. Groner and Evergreen Official Name Change  | 28 |
| G. | Reports and Discussion  |    |
|    | 1. Hillsboro Schools Foundation Annual Report   | 29 |
|    | Presenter: Aron Carleson  |    |
|    | Time: 7:30 PM, 10 minutes   |    |
|    | 2. Financial Report   | 30 |
|    | Presenter: Scott Harrison   |    |
|    | Time: 7:40 PM, 5 minutes  |    |
| H. | Action Items  |    |
|    | 1. Adopt Supplemental Transportation Plan   | 36 |
|    | Presenter: Saideh Haghighi Khochkhou  |    |
|    | Time: 7:45 PM, 5 minutes  |    |
|    | <b>SAMPLE MOTION: I move that the Board of Directors adopt the Supplemental Transportation Plan.</b>  |    |
|    | 2. Declare Surplus Equipment and Authorize Disposal   | 38 |
|    | Presenter: Saideh Haghighi Khochkhou  |    |
|    | Time: 7:50 PM, 5 minutes  |    |
|    | <b>SAMPLE MOTION: I move that the Board of Directors declare the listed items as surplus and authorize the disposal in accordance with District Surplus Policy and Procedures.</b>                              |    |
|    | 3. City View Charter School Agreement Approval for 2025-2030  | 40 |
|    | Presenters: Brooke Nova / Scott Harrison  |    |
|    | Time: 7:55 PM, 5 minutes  |    |
|    | <b>SAMPLE MOTIONS: I move that the Board of Directors approve the 2025-2030 City View Charter School Agreement</b>  |    |
|    | 4. Review Superintendent's Performance and Approve Performance Evaluation   | 88 |
|    | Presenter: Ivette Pantoja   |    |
|    | Time: 8:00 PM, 10 minutes   |    |
|    | <b>SAMPLE MOTION: I move that the Board of Directors commend the Superintendent for his leadership of the Hillsboro School District, and direct that the evaluation letter be placed in his personnel file.</b> |    |
|    | 5. Approve Superintendent's Contract  | 92 |
|    | Presenter: Ivette Pantoja   |    |
|    | Time: 8:10 PM, 5 minutes  |    |
|    | <b>SAMPLE MOTION: I move that the Hillsboro School District Board of Directors approve the individual contract with the Superintendent, effective July 1, 2025, through June 30, 2028.</b>                      |    |
| I. | Information - Administrative Regulation Update  | 93 |
|    | Presenter: Travis Reiman  |    |
|    | 1. I - Instruction  |    |

- a. IGBHA-AR(1): Alternative Education Programs  
Presenter: Audrea Neville
- J. HCU / HEA Reports  
Presenter: Ivette Pantoja  
Time: 8:15 PM, 10 minutes
- K. Discussion Time  
Presenter: Ivette Pantoja  
Time: 8:25 PM, 10 minutes
  - 1. Student Representatives' Time
  - 2. Superintendent's Time
  - 3. Board of Directors' Time
- L. Adjourn Regular Session  
Presenter: Ivette Pantoja  
Time: 8:35 PM
- M. Next Meetings of the Board of Directors
  - June 17, 2025, Work / Regular Session
  - July 8, 2025, Organization Meeting (Virtual)

The Board meeting packet may be found on the District website: <https://www.hsd.k12.or.us/board>.

This meeting will be held in English. If you need interpretation services in another language, please contact our Language Liaisons Department by email at [language liaisons@hsd.k12.or.us](mailto:language liaisons@hsd.k12.or.us) or by calling 503-844-1429, at least 48 hours before the meeting.

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**SUPPLEMENTAL TRANSPORTATION PLAN**

**SITUATION**

ORS 327.043 requires all school districts in Oregon to provide transportation for elementary students who reside more than one mile from school and for secondary school students who reside more than 1.5 miles from school. The district is then reimbursed up to 70% of the cost of transporting these students to and from school. In addition, the district is required to submit a “supplemental plan” to provide transportation for students who are transported within these walk zones. This supplemental plan must be approved by the local school board and by the State Board of Education. Approved supplemental plans are then eligible for the 70% reimbursement.

A supplemental plan is defined in OAR 581-023-0040(1)(g):

“Supplemental Plan” means a plan adopted by local school board resolution identifying groups or categories of students who live within the 1 and 1.5 mile limitations and require transportation based on health or safety reasons, including special education. Supplemental plan approvals may be ordered by the State Board of Education or its designated representatives. The State Board shall have the right of final review of any actions regarding supplemental plans.

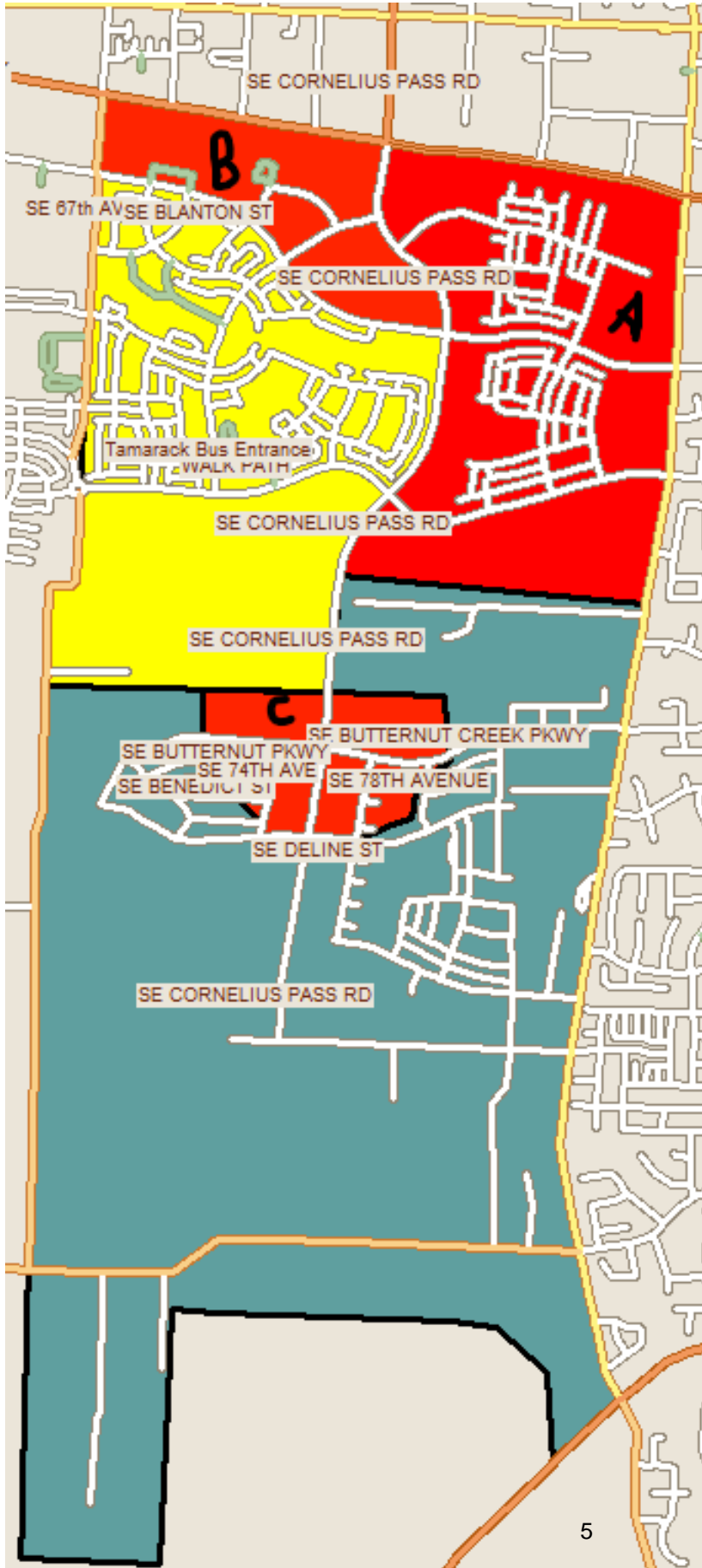
Hillsboro School District has a “Safe Routes to School” committee that reviews the identified hazard areas, this committee includes district staff as well as representatives from local law enforcement and safety. This committee considers safety factors such as, the absence of sidewalks which would require students to walk on a roadway, if a student would need to cross a busy street in order to get to school, the absence of crosswalks, etc. These unsafe areas are then identified as “hazard zones” and are recommended to be included in the supplemental plan. A supplemental plan is then prepared for each school by the Transportation Department.

Later this evening, the Board of Directors will be asked to approve the supplemental plan. As part of their supplemental materials is the map for Tamarack Elementary School with changes to its hazard zone at this time. As you review the map, the green shaded area indicates the school attendance area. The red shaded areas are the proposed expanded hazard zones. Also attached is the narrative describing the hazard zones for each school, including the up-to-date language specific to Tamarack Elementary School, and the reason for declaring the hazard zone.

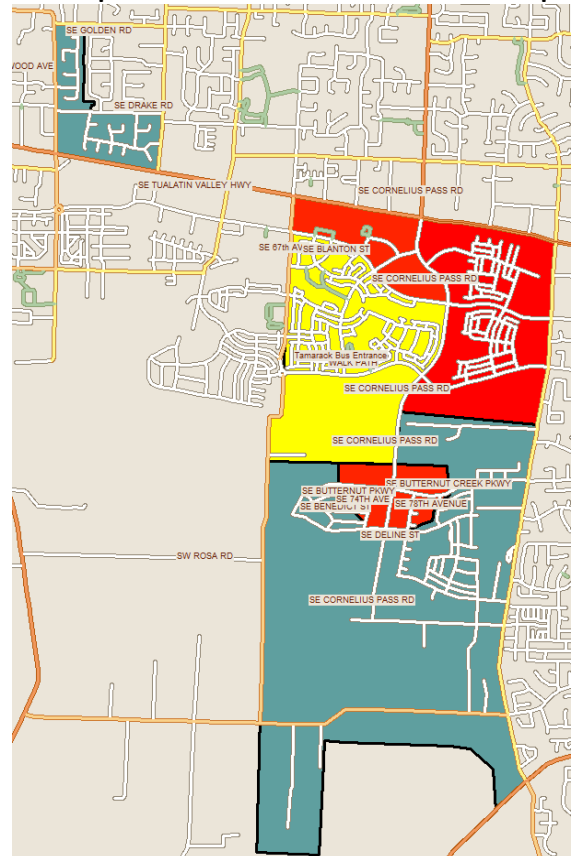
**RECOMMENDATION**

The Superintendent recommends that the Board of Directors listens to the presentation and ask any questions they may have.

# Tamarack Hazard Area Expansion April 2025



Complete attendance area map



## Hillsboro School District 1J Supplemental Transportation Plan 2025

| School             | Hazard Zone | # of Student | Hazard Zone Description   | Reason for Exception   |
|--------------------|-------------|--------------|---|--|
| Atfalati ES        | Hazard A    | 12           | A1. West Union Rd between NW Shadybrook Rd. and walk area boundary, including NW Stewart lane & NW 289th Pl.<br>A2. NW Jackson School Rd between NW West Union Rd and walk area boundary.   | West Union Rd. and Jackson School Rd. both have large amount of traffic with a posted speed limit of 45MPH in narrow rural roadway.  |
| Brookwood ES       | Hazard A    | 63           | Westside of SE 32nd Avenue to school boundary.  | SE 32nd Avenue has a large amount traffic and the average speed exceeds 25 mph with limited crosswalks.  |
|                    | Hazard B    | 34           | SE Brookwood Avenue and feeder roads from E. Main to school boundary.<br>East of SE Brookwood south of E Baseline Rd. to SE Golden Rd.  | SW Brookwood Avenue has a high volume of traffic and the average speed is 35 to 45 mph. There are limited crosswalks.  |
| Butternut Creek ES | Hazard A    | 140          | North of SW Kinnaman Street to Tualatin Valley Hwy including both sides of 198th to school boundry<br>East side of SW 198th between Kinnamon and School Boundry.<br>East side of SW SW 209th ave to SW 198th Ave and south to school boundry including all feeder st.                                 | SW 209th Avenue has a large volume of traffic averaging over 45 mph. There are no sidewalks, crosswalks, and there are large ditches on the side of the road.<br>SW Kinnaman Street between Stoddard and 198th has no sidewalks, crosswalks, and high traffic volume.<br>North of SW 198th Avenue has an extremely large volume of traffic in excess of 45 mph, no sidewalks, and no crosswalks. |
| Eastwood ES        | Hazard A    | 89           | Southside of E Main Street from SE 24th Avenue to SE 12th Avenue to the school boundary including all feeder streets.<br>Both Sides of NE 24th Avenue at E Main Street to the light rail to NE 25th Avenue on the eastside.   | E Main Street has a high volume of traffic averaging 35-50 mph with limited crosswalks and visibility.<br>The light rail tracks in this area are bordered by a concrete wall restricting access.   |
|                    | Hazard B    | 54           | E Main Street on the north side from NE 36th Avenue to NE 28th Ave., north to NE Cornell Road.  | There is a volume of traffic with limited crosswalks and sidewalks.  |
| Farmington View ES | Hazard A    | 13           | One mile radius from school   | This is a rural school located on Hillsboro Hwy. There is a very high volume of traffic at speeds exceeding 55 mph, no sidewalks, and no crosswalks.   |
| Free Orchards ES   | Hazard A    | 180          | Both sides of SW Tualatin Valley Hwy. from NW 336th Avenue west to the Fred Meyer Loop Road.<br>SW 345th Avenue south of Tualatin Valley Hwy to school boundary.<br>SW Tualatin Valley Hwy., from the trailer park between NW 341st Avenue and the Fred Meyer Loop Road north to the school boundary. | SW Tualatin Valley Hwy. is a 4 lane road with a turn lane with speeds exceeding 50 mph and is unsafe to cross.   |
| Groner ES          | Hazard A    | 18           | One mile radius from school   | This is a rural school located on SW Scholls Ferry Rd. There is a very high volume of traffic at speeds exceeding 55 mph, no sidewalks, and no crosswalks.   |
| Imlay ES           |             |              | <b>No Hazard Zones</b>  |  |
| Indian Hills ES    | Hazard A    | 29           | South of SW Rock Road from SW Rock Drive east to the school boundary.<br>SW 198th Avenue from SW Rock Road south to SW Luree Street.  | SW Rock Road has a high volume of traffic and has no sidewalks.<br>SW 198th Avenue has a high volume of traffic and has no sidewalks.  |
| Jackson ES         |             |              | <b>No Hazard Zones</b>  |  |
| Ladd Acres ES      | Hazard A    | 55           | North of SE Frances Street and SW Cornelius Pass Road west to SE 64th Avenue, north to SW Lois Street and all feeder streets.   | SW Frances has limited sidewalks and crosswalks and a high volume of traffic   |
|                    | Hazard B    | 79           | SW Tualatin Valley Hwy, west to SE Century Blvd. to SE Drake Street and all feeder streets to the west of SE Century Blvd.<br>SE Century Blvd. north to SE Kensington Street, west to SE Imlay Avenue and all feeder streets.   | SE Johnson Street has a high volume of traffic and limited sidewalks.<br>SE Century Blvd. has a high volume of traffic and limited sidewalks and crosswalks.   |

|                          |          |     |  |   |
|--------------------------|----------|-----|--|---|
| <b>Lenox ES</b>          | Hazard A | 5   | NW Cornelius Pass Road – NW Jacobson Road to NW West Union Road east to NW 208th Avenue.   | NW Cornelius Pass Road and NW West Union Road have a high volume of traffic with no access to streets leading to Lenox.   |
|                          | Hazard B | 0   | Sunset Hwy north on NW Cornelius Pass Road (eastside) north to NW Rock Creek Blvd.   | NW Cornelius Pass Road has a high volume of traffic with no sidewalks.  |
| <b>Lincoln Street ES</b> | Hazard A | 4   | Eastside of NE Jackson School Road north from NE Grant Street to NE Arrington Road.  | NE Jackson School Road has a high volume of traffic with no sidewalks   |
|                          | Hazard B | 224 | North of SE Oak Street from SE 12th Avenue to S 1st Avenue north to SE Washington Street.<br>NE 10th Avenue north from SE Oak Street east side to NE Sturgess Street on NE Cornell Road. | Light rail on SE Washington Street is a barrier to access the school.<br>NE Cornell Road has a high volume of traffic across 4 lanes of traffic with limited crosswalks.  |
| <b>McKinney ES</b>       | Hazard A | 125 | Both sides of NW Connell Street north to NW 9th Avenue.<br>Both sides of NW Padgett Rd and NW Cavens Lane.   | NW Connell has a high volume traffic and no sidewalks or crosswalks.<br>NW Padgett Rd and NW Cavens.<br>Lane have no sidewalks and is an undeveloped area.  |
|                          |          |     | East of the railroad track to the school boundary. SW Main Street and feeder streets, including SW Baseline and SW Oak.  | This area has unprotected railroad crossings, sporadic sidewalks and limited crosswalks.<br>SW Main has a high volume of traffic and only sporadic sidewalks and limited crosswalks.  |
| <b>Minter Bridge ES</b>  | Hazard A | 19  | SE River Road from SE Enterprise Circle to SE Minter Bridge Road south to SE Jaquelin Drive.   | SE Minter Bridge Rd/ and SE River Road have a high volume of traffic with speeds exceeding 35 mph. Limited available crosswalks.  |
|                          | Hazard B | 3   | SE Rood Bridge Road to SE Pipers Drive.  | SE Rood Bridge Road has no sidewalks or crosswalks and a high volume of traffic.  |
| <b>Mooberry ES</b>       | Hazard A | 116 | NE Sunrise Lane to the school boundary north, east and west.   | NE Sunrise Lane has a high volume of traffic, limited sidewalks, deep ditches and limited crosswalks.   |
|                          | Hazard B | 4   | NE 17th Avenue east to NE 25th Avenue, south of Sunrise and north of NE Cornell Road   | NE 17th Avenue has very limited sidewalks and crosswalks, and a high volume of traffic.   |
|                          | Hazard C | 166 | NE 25th Avenue from NE Griffin Oaks Street south to NE Cornell Road  | NE 25th Avenue has a high volume of traffic and very limited sidewalks and crosswalks.  |
| <b>North Plains ES</b>   | Hazard A | 47  | North of NW North Avenue and all feeder streets west of NW Shadybrook Rd.  | NW North Avenue and NW Shadybrook Rd have a high volume of traffic, limited sidewalks and crosswalks.   |
|                          | Hazard B | 52  | South of NW Commercial( west of Glencoe Rd) and all feeder streets to Hwy 26.  | NW Commercial Avenue has a high volume of traffic and limited sidewalks and crosswalks. Immediately north of Commercial Avenue are the railroad tracks.   |
| <b>Orengo ES</b>         | Hazard A | 171 | NW 231st Avenue and all feeder streets. NW Quatama Road from NW 227th to Cornelius Pass Road and all feeder streets.   | NW 231st has a high volume of traffic at speeds exceeding 35 mph, no shoulders, deep ditches, no sidewalks and limited crosswalks.<br>NW Quatama Road has no sidewalks and has limited crosswalks. There are deep ditches and a creek with a narrow bridge. |
| <b>Patterson ES</b>      | Hazard A | 143 | NW Evergreen Road from NE Jackson School Road north to the school boundary.<br>NW Glencoe Road from NW Zimmerman Lane south to NE Harewood Street west to the school boundary.           | NW Evergreen Road, NE Jackson School Road and NW Glencoe Road have limited crosswalks, and a high volume of traffic exceeding 35 mph.   |
| <b>Quatama ES</b>        | Hazard A | 157 | NE Cornell Road between NE Elam Young Parkway east to NW 231st Avenue, south to NE Oelrich Rd.   | NE Cornell Road, NW 231st Avenue, have a high volume of traffic and limited crosswalks and the light rail line causes barriers to access to the school.   |
|                          | Hazard B | 19  | NE Cherry Drive from NW 231st Avenue east to NW Cornelius Pass Road, south to the light rail line.   | NE Cherry Drive, NW Cornelius Pass Road and NW 231st Avenue have a high volume of traffic and limited sidewalks and crosswalks.   |

|                       |                |     |  |   |
|-----------------------|----------------|-----|--|---|
| <b>Reedville ES</b>   | Hazard A       | 3   | SW Tualatin Valley Highway from SW 214th Avenue west to Cornelius Pass Road to SW Johnson Street.  | SW Johnson Street has limited sidewalks and crosswalks.   |
|                       | Hazard B       | 37  | SW Tualatin Valley Highway from the school boundary west to SW 209th Avenue, and north of Alexander Street from the school boundary on the east to SW 209th Avenue on the west and all feeder streets. | SW Tualatin Valley Highway has a very high volume of traffic exceeding 40 mph; SW Alexander has very limited sidewalks and crosswalks   |
|                       | Hazard C       | 3   | SW Johnson Street between SW 198th Avenue and SW Anthony Drive   | There are limited sidewalks and crosswalk and SW 198th Avenue has a high volume of traffic.   |
| <b>Rosedale ES</b>    | Hazard A       | 48  | South of TV HWY and North of SE Davis Rd. between SE 67th Ave and SE Silver Oak Ave including all feeder streets.  | There is a high volume of traffic on SE 67th ave., SE Century Blvd, SE David Rd and SE Alexander St with limited sidewalks or crosswalks  |
| <b>Tamarack ES*</b>   | Hazard A       | 25  | Between Cornelius Pass and 209th and south of TV Hwy.  | Multiple lanes of traffic including turn lanes. High volume of vehicle traffic. Thoroughfare for business and residential traffic.  |
|                       | Hazard B*      | 58  | North of SE Blanton, between SE Cornelius Pass Rd and SE 67th Ave, south of T.V Hwy. including all feeder streets.   | Multiple lanes of traffic including turn lanes. High volume of vehicle traffic. Thoroughfare for business and residential traffic.  |
|                       | Hazard C*      |     | Between SE Cornelius Pass Rd bridge to south of SE Deline St. and between SE 72nd Ave. to SE 78th Ave and SE 74th Ave to 77th Ave. including all feeder streets  | Multiple lanes of traffic including turn lanes and crossing over bridge, High volume of vehicle traffic.  |
| <b>Tobias ES</b>      | Hazard A       | 140 | A1. SE Baseline Road North to SW Mohican St between SW 205th Ave and school boundary including all feeders street.<br>A2. SW 197th to SW Rock Rd including all feeder streets.                         | Baseline Road has a high volume of traffic with speed limits over 35 mph. SW 197th has a high volume of traffic with very limited sidewalks and crosswalks. SW Rock Road has limited sidewalks and no crosswalks. |
| <b>WL Henry</b>       |                |     | <b>No Hazard Zones</b>   |   |
| <b>West Union ES</b>  | Hazard A       | 4   | One mile radius from school  | This is a rural school located on NW West Union Road. There is a high volume of traffic exceeding 55 mph, no sidewalks or crosswalks and deep ditches.  |
| <b>Witch Hazel ES</b> | Hazard A       | 47  | SE Witch Hazel Road and all feeder streets from Tualatin Valley Highway to SW River Road; and SW River Road from SE Witch Hazel Road south to the school boundary.                                     | SE Witch Hazel Road has a high volume of traffic and no sidewalks or crosswalks and has deep ditches.<br>SW River Road has a high volume of traffic and limited sidewalks and crosswalks.                         |
| <b>R.A. Brown MS</b>  | Hazard A       | 12  | SW 197th Avenue from south of SW Brookfield Lane to SW Rock Road on the west side all feeder streets; SW 198th Avenue south from SW Rock Road to SW York Street.                                       | SW 197th and 198th Avenues have no sidewalks or crosswalks and have a high volume of traffic exceeding 35 mph.  |
|                       | Hazard B       | 29  | North of W Baseline Rd. between 205th and SW 197th Place including all feeder street.  | Crossing of major multi lan high traffic intersection at W. Baseline Rd.  |
|                       | CHS/BMS Hazard | 4   | NE Shaleen between NE Cornelius Pass and W Baseline Rd. including all feeder streets.  | Crossing of major multi-lane high traffic intersection at W. Baseline Rd.   |
| <b>Evergreen MS</b>   | Hazard A       | 32  | NW Evergreen Road from Jackson School Road west to NW Glencoe Road south to Glencoe High School on the west side and all feeder streets to the school boundary.  | NW Glencoe Road and Evergreen Road have a high volumes of traffic with limited sidewalks and crosswalks.  |
|                       | Hazard B       | 6   | Both sides of N 1st Avenue north from NE Warren Street to NE Harewood St.  | There is a high volume of traffic N 1st Avenue and there are limited sidewalks and crosswalks.  |

|                          |                 |     |   |  |
|--------------------------|-----------------|-----|---|--|
|                          | Hazard D        | 32  | Both sides and feeder streets of NW Glencoe Road between NE Harewood Street north to Glencoe High School.   | NW Glencoe Road has a high volume of traffic with limited sidewalks and crosswalks and an unprotected railroad crossing.   |
| <b>Poynter MS</b>        | Hazard A        | 40  | NE Sunrise Lane to NE 15 Ave NE 15th Ave to 25th Ave between NE Griffin Oaks and edge of school boundary . E Main Street south between NE 24th Avenue to the school boundary on the west.   | On NE Sunrise Lane, NE 15th Ave and Griffin Oaks St. there are limited sidewalks and crosswalks. SE 24th Ave and feeder streets has limited sidewalks and crosswalks and has a high volume of traffic.   |
|                          | Hazard B        | 11  | E Main Street south to SE Maple Street east to SE 15th.   | This area has no access due to the concrete barriers for the light rail line.  |
| <b>South Meadows MS</b>  | Hazard A        | 3   | SE Creek Court off of SE Rood Bridge Rd.  | SE Rood Bridge Rd. has a high volume of traffic with no sidewalks or crosswalks.   |
|                          | Hazard B        | 2   | Both sides of SW River Road from SE Davis Road south to SW Rosa Road.   | This is a rural area with no sidewalks or crosswalks and a high volume of traffic.   |
|                          | Hazard C        | 11  | Both sides of SE Davis Road to both sides of SW 234th Avenue north to Tualatin Valley Highway.  | There are no sidewalks or crosswalks and deep ditches.   |
|                          | Hazard D        | 49  | Both sides of Tualatin Valley Highway from SE Imlay Ave to SE 40th Avenue. Both sides of SE Brookwood Avenue from Tualatin Valley Highway to just south of SE Mair Street, and all connecting streets to the school border. SE River Road from Tualatin Valley Highway to SE 39th Avenue. | Tualatin Valley Highway is a four-lane highway with a turn lane and there is a high volume of traffic with speeds exceeding 45 mph. This is a high volume traffic street with limited crosswalks and traffic exceeds 35 mph. This is a high volume traffic street with no sidewalks and no crosswalks. |
|                          |                 |     |   |  |
| <b>Century HS</b>        | CHS/ BMS Hazard | 6   | NE Shaleen between NE Cornelius Pass and W Baseline Rd.   | Crossing of major multi-lane high traffic intersection at W. Baseline Rd.  |
| <b>Glencoe HS</b>        | Hazard A        | 3   | Both sides of NW Hornecker Road.  | This is a rural area with a high volume traffic and no sidewalks and crosswalks.   |
|                          | Hazard B        | 97  | Both sides of N 1st Avenue from the light rail line north to NE Harewood Street and all feeder streets.   | N 1st Avenue has a high volume of traffic at speeds exceeding 35 mph. There are limited crosswalks.  |
| <b>Hillsboro HS</b>      | Hazard A        | 185 | SE Tualatin Valley Highway and all feeder streets to the north.   | SE Tualatin Valley Highway has five lanes and a high volume of traffic at speeds exceeding 35 mph.   |
|                          | Hazard B        | 10  | SE Minter Bridge Road.  | This is a rural area with deep ditches, no sidewalks, and no crosswalks. Traffic speeds exceed 45 mph.   |
|                          | Hazard C        | 21  | SE Witch Hazel Road and SW River Road.  | SE Witch Hazel Road and SW River Road have a high volume of traffic, limited sidewalks and crosswalks. River Road has traffic with speeds exceeding 45 mph.  |
| <b>Liberty HS</b>        | Hazard A        | 13  | NW West Union Road from the district boundary on the east to just east of NW Helvetia Road on the west. NW Jacobson Road and all feeder roads west of Century Blvd. All school attend boundaries south of Highway 26.   | NW West Union Road has a high volume of traffic at speeds exceeding 55 mph. NW Jacobson Road has limited sidewalks or crosswalks in this area. There are no sidewalks or crosswalks. Highway 26 has a high volume of traffic at speeds exceeding 55 mph.   |
| <b>Oak Street Campus</b> | Hazard A        | 8   | All feeder street beyond SW 1st Ave., SW Oak St. and SW 10th Ave. to 1.5 mile walk zone boundary.   | Crossing of major multi-lane high traffic intersection at SW 1st Ave., SW Oak St and SW 10th Ave.  |
| * New hazard areas       |                 |     |   |  |

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**COMPREHENSIVE SEXUALITY EDUCATION (CSE) BIENNIAL REVIEW AND**  
**UPDATE REPORT**

**SITUATION**

As required by [OAR Rule 581-022-2050](#), “Local school boards shall: Approve the [CSE] plan of instruction and require that it be reviewed and updated biennially in accordance with new scientific information and effective education strategies.”

This report will include the timeline and process for the biennial review and update.

**RECOMMENDATION**

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

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**2026 BOND PREPARATIONS**

**SITUATION**

The Hillsboro School District's most recent construction bond was passed in November 2017 for \$408 million. That bond capitalized on a drop in property tax rates that would have occurred in the fall of 2018 after payoff of a number of outstanding bond issues if a new bond wasn't passed in either November 2017 or May 2018. Because of this "gap," HSD was able to keep the rate per \$1000 of assessed value on taxable properties roughly even at approximately \$2.25.

During the 2017 bond campaign, constituents were told that the District would be seeking the next bond in November 2026, after the 2006 bonds were paid off and there was again the opportunity of a "gap" that could be filled in to raise additional capital.

As November 2026 is now just a year-and-a-half away, it is time to begin the bond development process, which will include convening a Bond Development Committee, reviewing needs across the district, compiling packages for review and feedback, etc.

Therefore, staff have issued a request for proposals for bond consultancy services.

**RECOMMENDATION**

The Superintendent recommends that the Board of Directors listen to the presentation about the bond development process and timeline, and ask any questions they may have.

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**CENTURY THEATER UPDATE**

**SITUATION**

The Board will hear an update on the Century High School Theater program.

**RECOMMENDATION**

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

**HILLSBORO SCHOOL DISTRICT 1J  
BOARD OF DIRECTORS 2024-2025  
LAND ACKNOWLEDGEMENT**

*As we gather here today, 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 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.*

*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.*

*The Hillsboro School District is committed to the recognition and education regarding tribal and local history and working with our local tribes in partnership.*

# PROCLAMATION

*The Hillsboro School District recognizes that the struggle for dignity and equality for lesbian, gay, bisexual, transgender, queer, questioning, two-spirit, intersex, and asexual 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 10<sup>th</sup> anniversary of 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 freer when we are treated as equals.*

*The Hillsboro School District celebrates that the month of June is 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 2025 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.*

***Hillsboro School District Board of Directors***

**DRAFT**

HILLSBORO SCHOOL DISTRICT BOARD OF DIRECTORS—MINUTES

April 22, 2025

District Administration Center, 3083 NE 49<sup>th</sup> Place, Hillsboro, Oregon

**1. Executive Session**

|                          |   |
|--------------------------|---|
| <u>Board Present:</u>    | <u>Staff Present:</u>                                 |
| Ivette Pantoja           | Rose Roman, Executive Assistant to the Superintendent |
| Mark Watson              |   |
| See Eun Kim              | <u>Others Present:</u>                                |
| Erika Lopez              | Kristen Miles, OSBA Consultant                        |
| Patrick Maguire, virtual |   |
| Nancy Thomas             |   |
| Monique Ward             |   |

- A. Call to Order Executive Session  
Board Chair Ivette Pantoja called the meeting to order at 5:17 PM, and moved the Board into executive session under 192.660(2)(i) - Evaluation of the Superintendent.
  
- B. ORS 192.660(2)(i) - Evaluation of the Superintendent  
Kristen Miles presented on the Superintendent Evaluation. Board members discussed the Superintendent Evaluation process.
  
- C. Recess Executive Session  
Board Chair Ivette Pantoja moved the Board out of Executive Session and recessed the meeting at 6:00 PM.

**2. BUDGET COMMITTEE MEETING**

|   |  |
|---|--|
| <u>Board Present:</u>                   | <u>Staff Present:</u>  |
| Ivette Pantoja, Chair                   | Travis Reiman, Superintendent                                  |
| Mark Watson, Vice Chair                 | Audrea Neville, Assistant Superintendent, School Performance   |
| See Eun Kim                             | Brooke Nova, Assistant Superintendent, Academic Services       |
| Erika Lopez                             | Beth Graser, District Communications Officer                   |
| Patrick Maguire, virtual                | Scott Harrison, District Financial Officer                     |
| Nancy Thomas                            | Saideh Haghighi Khochkhou, District Operations Officer         |
| Monique Ward                            | Francesca Sinapi, District Equity, Access & Engagement Officer |
|   | Kona Lew-Williams, Director of Human Resources                 |
| <u>Student Representatives Present:</u> | Jordan Beveridge, District Information Technology Officer      |
| Gwen Kondor                             | Megan Nace, Interim District Information Technology Officer    |
| Kal Sibbel                              | Rose Roman, Executive Assistant to the Superintendent          |
| Abe Staffa                              | Jeff Jones, Director of Business Services                      |
|   | Ciara Hartzell, Technology Support                             |
| <u>Budget Committee Members:</u>        | John Garcia, Technology Support                                |
| Dustin Rose                             | Gabriel Galindo, Technology Support                            |
| Gaby Villegas                           |  |
| Kristine Adams-Wannberg                 |  |

- A. Call to Order  
Board Chair Ivette Pantoja called the meeting to order at 6:05 PM and read a Budget committee statement.
  
- B. Approve Proposed Agenda  
Director Mark Watson MOVED, SECONDED by Director Erika Lopez, to approve the Budget Committee agenda as printed.  
  
The MOTION CARRIED (10-0). No objection was heard, approved by unanimous consent.  
  
No further discussion took place
  
- C. Election of Budget Committee Chair  
Director Mark Watson MOVED, SECONDED by Director Monique Ward, nominated Ivette Pantoja as the Budget Committee Chair.  
  
The MOTION CARRIED (10-0). No objection was heard, approved by unanimous consent.  
  
No further discussion took place.
  
- D. Reading of Budget Message  
Superintendent Travis Reiman read the 2025-26 Budget Message.
  
- E. Proposed Budget Presentation  
District Financial Officer Scott Harrison introduced the subject, and discussed operational notes, outlooks and assumptions, reductions, and key dates. Director of Business Services Jeff Jones discussed fund balance, resource highlighted by fund, expenditures

by function and object, and supplemental budget for 2024-25. Board members and budget committee members asked questions and made comments.

- F. Community Budget Update Video  
Superintendent Travis Reiman introduced the Community Budget Update Video, and the Board viewed the video.
- G. Budget Committee Discussion  
Board members and budget committee member discussed the budget proposal.
- H. Public Input  
No public input was received.
- I. Action Item: Adopt the Proposed Budget Document  
Budget Committee member Mark Watson MOVED, SECONDED by Nancy Thomas, adopt the proposed budget document.

The MOTION CARRIED (10-0). Budget committee members Kristine Adams-Wannberg, Dustin Rose, Gaby Villegas, Director See Eun Kim, Director Erika Lopez, Director Patrick Maguire, Director Nancy Thomas, Director Monique Ward, Vice Chair Mark Watson, and Chair Ivette Pantoja voted to approve.

No further discussion.

- J. Review Next Steps  
District Financial Officer Scott Harrison discussed next steps.
- K. Recess Budget Committee Meeting  
Board Chair Ivette Pantoja adjourned at 7:12 PM.

### 3. **REGULAR SESSION**

|   |  |
|---|--|
| <b>Board Present:</b>                   | <b>Staff Present:</b>  |
| Ivette Pantoja, Chair                   | Travis Reiman, Superintendent                                  |
| Mark Watson, Vice Chair                 | Audrea Neville, Assistant Superintendent, School Performance   |
| See Eun Kim                             | Brooke Nova, Assistant Superintendent, Academic Services       |
| Erika Lopez                             | Kona Lew-Williams, District Human Resources Officer            |
| Patrick Maguire, virtual                | Beth Graser, District Communications Officer                   |
| Nancy Thomas                            | Scott Harrison, District Financial Officer                     |
| Monique Ward                            | Saideh Haghghi Khochkhou, District Operations Officer          |
|   | Jordan Beveridge, District Information Technology Officer      |
| <b>Student Representatives Present:</b> | Francesca Sinapi, District Equity, Access & Engagement Officer |
| Gwen Kondor                             | Megan Nace, Interim District Information Technology Officer    |
| Kal Sibbel                              | Rose Roman, Executive Assistant to the Superintendent          |
| Abe Staffa                              | Ciara Hartzell, Technology Support                             |
|   | John Garcia, Technology Support                                |
|   | Gabriel Galindo, Technology Support                            |

- A. Call to Order and Flag Salute  
Board Chair Ivette Pantoja reconvened the meeting at 7:22 PM and led the Pledge of Allegiance.
- B. Land Acknowledgement  
Board Chair Ivette Pantoja read the Land Acknowledgement and interpretation services message.
- C. Recognitions / Proclamations
  - 1. Asian American and Pacific Islander Heritage Month  
Student Representative Kal Sibbel read the Asian American and Pacific Islander Heritage Month Proclamation.
  - 2. National School Nurses Day  
Student Representative Abraham Staffa read the National School Nurses Day Proclamation.
  - 3. Teacher Appreciation Week  
Director Mark Watson read the Teacher Appreciation Week Proclamation.
  - 4. Jewish American Heritage Month  
Student Representative Gwen Kondor read the Jewish American History Month Proclamation.
- D. Approval of Agenda  
Director Monique Ward MOVED, SECONDED by Director Erika Lopez, to approve the agenda as printed.

The MOTION CARRIED (7-0). No objection was heard, approved by unanimous consent.

No further discussion took place.

E. Audience Time

No members requested to address the Board.

F. Consent Agenda

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

Director Nancy Thomas MOVED, SECONDED by Director Mark Watson, to approve the Consent Agenda as printed.

The MOTION CARRIED (7-0). No objection was heard, approved by unanimous consent.

No further discussion took place.

Consent Agenda items were as follows:

1. Approve Minutes of March 11, 2025, Board Meeting
2. Approve Minutes of March 17, 2025, Board Meeting
3. Approve Minutes of April 1, 2025, Board Meeting
4. Approve Routine Personnel Matters
5. Accept Gifts and Donations

G. Reports and Discussions

1. Financial Report

District Financial Officer Scott Harrison presented the Financial Report.

2. Discuss 2025-26 Board Meeting Dates

Superintendent Travis Reiman and Executive Assistant to the Superintendent Rose Roman presented 2025-26 Board meeting dates.

H. Action Items

1. Approve 2024-2025 Drug, Alcohol and Tobacco Prevention Plan

Director See Eun Kim MOVED, SECONDED by Director Nancy Thomas, that the Board of Directors approve the annual revisions of the Hillsboro School District Drug, Alcohol, and Tobacco Prevention Plan.

The MOTION CARRIED (7-0). Director See Eun Kim, Director Erika Lopez, Director Patrick Maguire, Director Nancy Thomas, Director Monique Ward, Vice Chair Mark Watson, and Chair Ivette Pantoja voted to approve.

Board members asked questions.

2. Surplus Property Resolution

Director Mark Watson MOVED, SECONDED by Director See Eun Kim, that the Board of Directors approve the Surplus Property Resolution.

The MOTION CARRIED (7-0). Director See Eun Kim, Director Erika Lopez, Director Patrick Maguire, Director Nancy Thomas, Director Monique Ward, Vice Chair Mark Watson, and Chair Ivette Pantoja voted to approve.

Board members asked questions and provided comment.

3. 2024-25 Supplemental Budget Hearing and Resolution for Appropriations  
Director Erika Lopez MOVED, SECONDED by Director Monique Ward, that the Board of Directors approve the 2024-25 Supplemental Budget Resolution that includes revised Appropriations for the purposes described by major Fund and Function.

The MOTION CARRIED (7-0). Director See Eun Kim, Director Erika Lopez, Director Patrick Maguire, Director Nancy Thomas, Director Monique Ward, Vice Chair Mark Watson, and Chair Ivette Pantoja voted to approve.

Board members provided comment.

- I. HCU / HEA Reports

HCU Political Action Chair Alicia Infante gave the HCU report.  
HEA President Mary Kay Babcock gave the HEA report.

- J. Discussion Time

- 1) Student Representatives' Time  
Kal Sibbel appreciated the transparency of the budget discussions and advocated for more funding.  
Gwen Kondor appreciated the budget transparency and highlighted the upcoming Crystal Apple Awards.  
Abe Staffa highlighted the lack of state funding, appreciated school staff and shared a personal story of HSD staff helping him.
- 2) Superintendent's Time  
Superintendent Travis Reiman shared his appreciation for Jeff Jones, Scott Harrison and the Cabinet group for their work on the budget document and thanked the Budget committee for their participation. He highlighted the Youth Summit put on by Francesca Sinapi and the Equity, Access and Engagement Department, that was attended by Congresswoman Suzanne Bonamici. He also highlighted the groundbreaking for a women's athletic facility in Hillsboro with HSD student participation, and Blackhawk helicopters landing at high schools to promote the Airshow and our aviation program.
- 3) Board of Directors' Time  
Director Patrick Maguire commended the staff for the Budget video, thanked Director Mark Watson and Director Ivette Pantoja for representing the Board in meeting with Congresswoman Suzanne Bonamici.  
Director Erika Lopez highlighted the upcoming Proud to Be HSD festival and the Hillsboro Farmers Market and promoted the vibrant multicultural community in HSD.  
Director Monique Ward thanked audience members, thanked Cabinet, Scott Harrison, and Jeff Jones for their work on the Budget, and encouraged everyone to be positive and finish the school year strong.  
Director See Eun Kim thanked Scott Harrison and Jeff Jones for their work on the budget document, and congratulated Crystal Apple award nominees.  
Director Nancy Thomas highlighted Groner Elementary 75<sup>th</sup> anniversary celebration, highlighted Bus Driver Appreciation Day, and thanked all HSD teachers.

Board Vice Chair Mark Watson wished everyone a happy bus driver appreciation day, thanked Superintendent Reiman for inviting him to have a conversation with Congresswoman Bonamici, and congratulated all the Crystal Apple nominees. Board Chair Ivette Pantoja thanked student representatives, fellow Board members, and Cabinet Members.

K. Adjourn Meeting

Chair Ivette Pantoja adjourned the meeting at 8:15 PM

**DRAFT**

HILLSBORO SCHOOL DISTRICT BOARD OF DIRECTORS—MINUTES

May 13, 2025

District Administration Center, 3083 NE 49<sup>th</sup> Place, Hillsboro, Oregon

**1. WORK SESSION**

|   |  |
|---|--|
| <u>Board Present:</u>                   | <u>Staff Present:</u>  |
| Ivette Pantoja, Chair                   | Travis Reiman, Superintendent                                  |
| Mark Watson, Vice Chair                 | Audrea Neville, Assistant Superintendent, School Performance   |
| See Eun Kim                             | Brooke Nova, Assistant Superintendent, Academic Services       |
| Erika Lopez, virtual                    | Beth Graser, District Communications Officer                   |
| Patrick Maguire                         | Scott Harrison, District Financial Officer                     |
| Nancy Thomas                            | Saideh Haghighi Khochkhou, District Operations Officer         |
| Monique Ward, virtual                   | Francesca Sinapi, District Equity, Access & Engagement Officer |
|   | Kona Lew-Williams, Director of Human Resources                 |
| <u>Student Representatives Present:</u> | Megan Nace, Interim District Information Technology Officer    |
| Gwen Kondor                             | Olga Acuña, Executive Director of Federal Programs             |
| Kal Sibbel                              | Gina McLain, Director of Teaching and Learning                 |
| Abe Staffa                              | Rose Roman, Executive Assistant to the Superintendent          |
|   | Ciara Hartzell, Technology Support                             |
| <u>PAC Members Present:</u>             | Gaspar Lopez Lopez, Supervisor - Language Liaison              |
| Jorge Martinez, President               | Fernando Garcia Roblero, Education Liaison                     |
| Laura Gomez Martinez, Vice President    |  |
| Allegheny Mata                          |  |

- A. Call to Order Work Session  
Board Chair Ivette Pantoja called the meeting to order at 5:17 PM.
  
- B. Latina/o/x Parent Advisory Committee Dinner and Report  
District Equity, Access & Engagement Officer Francesca Sinapi introduced the topic. Education Liaison Fernando Garcia Roblero introduced the group and the presentation. PAC parents presented on the PACs purpose, goals, celebrations, considerations, recommendations, and promoting family engagement. Board members asked questions and made comments.
  
- C. Literacy Data Update - Phonics Survey  
Assistant Superintendent Audrea Neville introduced the topic. Director of Teaching and Learning Gina McLain discussed literacy foundational skills, what the phonics survey monitors, successes, 1<sup>st</sup> grade English and Spanish survey data, instructional supports, professional developments for teachers, and early literacy success grant for next biennium 2025-27. Board members asked questions and made comments.
  
- D. Discussion Time
  - 1) Student Representatives' Time  
Kal Sibbel discussed forecasting and reminded everyone that their vote impacts students.  
Abe Staffa reflected on phonics data and his own experiences in the classroom.  
Gwen Kondor expressed thanks for being here.

2) Superintendent's Time

Superintendent Travis Reiman thanked student representative Gwen Kondor for help in facilitating the YAC meeting, video #NOTATMY SCHOOL on eliminating hateful language, 10<sup>th</sup> annual Proud to Be HSD Festival, and the summer school grant awarded.

3) Board of Directors' Time

Director Erika Lopez thanked staff for the presentations and had a question on the data.

Director Monique Ward thanked staff for the Board Update on the Drug, Alcohol and Tobacco presentation from a previous meeting and looking forward to a part two.

Director Patrick Maguire looked forward to graduation.

Director Nancy Thomas provided no comment.

Director See Eun Kim provided no comment

Board Vice Chair Mark Watson highlighted the summer learning grant awarded, the Proud to Be HSD Festival, and the upcoming election.

Board Chair Ivette Pantoja highlighted the Proud to Be HSD festival, and the upcoming Crystal Apple Awards.

E. Recess Work Session

Board Chair Ivette Pantoja recessed the work session and at 6:58 PM.

**2. Executive Session**

| <u>Board Present:</u>   | <u>Staff Present:</u>                        |
|-------------------------|--|
| Ivette Pantoja, Chair   | Travis Reiman, Superintendent                |
| Mark Watson, Vice Chair | Rose Roman, Executive Assistant to the Board |
| See Eun Kim             |  |
| Erika Lopez, virtual    |  |
| Patrick Maguire         |  |
| Nancy Thomas            |  |
| Monique Ward, virtual   |  |

- A. Call to Order Executive Session  
Board Chair Ivette Pantoja called the meeting to order at 7:11 PM and moved the Board into executive session under ORS 192.660(2)(i) - Evaluation of the Superintendent.
  
- B. ORS 192.660(2)(i) - Evaluation of the Superintendent  
The Board discussed the Superintendent evaluation letter and then discussed it with Superintendent Travis Reiman.
  
- C. Adjourn Executive Session  
Board Chair Ivette Pantoja adjourned the Executive Session at 7:38 PM.

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**APPROVE ROUTINE PERSONNEL MATTERS**

The Superintendent recommends the Board of Directors:

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

**Tami Biddington**

Assignment: 1.0 FTE 2<sup>nd</sup>/3<sup>rd</sup> Grade Teacher  
Location: Imlay Elementary School  
Effective Date: June 13, 2025  
Years of Service: 26 years

**Evan Cumpston**

Assignment: 1.0 FTE PE Teacher  
Location: W.V. McKinney Elementary School  
Effective Date: June 13, 2025  
Years of Service: 21 years

**Nicola Long**

Assignment: 1.0 FTE Kindergarten Teacher  
Location: L.C. Tobias Elementary School  
Effective Date: June 13, 2025  
Years of Service: 8 years

**Sharma Smith**

Assignment: 1.0 FTE 5<sup>th</sup> Grade Teacher  
Location: Imlay Elementary School  
Effective Date: June 13, 2025  
Years of Service: 30 years

**Victory Kay Sunnes**

Assignment: 1.0 FTE 5<sup>th</sup> Grade Teacher  
Location: Groner Elementary School  
Effective Date: June 13, 2025  
Years of Service: 29 years

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

**Sharon Carlson**

Assignment: 1.0 FTE Classroom Teacher  
Location: Minter Bridge Elementary School  
Effective Date: June 13, 2025

**Casey Connor**

Assignment: 1.0 FTE PE Teacher  
Location: Witch Hazel Elementary School  
Effective Date: June 13, 2025

**Meaghan Cramer**

Assignment: 1.0 FTE Science Teacher  
Location: J.W. Poynter Middle School  
Effective Date: June 13, 2025

**Cody McCracken**

Assignment: 1.0 FTE District Nurse  
Location: Student Services  
Effective Date: June 13, 2025

**Mary “Molly” Steiner**

Assignment: 1.0 FTE Dual Language Elementary Teacher  
Location: W.L. Henry Elementary School  
Effective Date: June 13, 2025

**Vanessa Verduzco Trujillo**

Assignment: 1.0 FTE Speech-Language Pathologist  
Location: Minter Bridge/Brookwood Elementary School  
Effective Date: June 13, 2025

**Laura Waarvick**

Assignment: 1.0 FTE TOSA/English Learner Specialist  
Location: Office for School Performance  
Effective Date: June 13, 2025

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 28, 2025**  
**APPROVE 2025-26 BOARD MEETING DATES**

**SITUATION**

The Board annually sets the schedule of Board meeting dates for the upcoming school year. Board meetings are usually held on the second and fourth Tuesdays of the month, with some exceptions to accommodate school breaks. Proposed meeting dates for the 2025-26 school year are provided below and were presented at the April 22, 2025, regular session.

| <u>Date</u>                 | <u>Meeting / Session</u>                   |
|-----------------------------|--|
| Tuesday, July 8, 2025       | Organizational Meeting (Virtual)           |
| Tuesday, August 12, 2025    | Full-Day Session (Retreat)                 |
| Tuesday, September 9, 2025  | Work Session                               |
| Tuesday, September 23, 2025 | Work / Regular Session                     |
| Tuesday, October 14, 2025   | Work Session                               |
| Tuesday, October 28, 2025   | Work / Regular Session                     |
| Tuesday, November 18, 2025  | Work / Regular Session                     |
| Tuesday, December 9, 2025   | Work / Regular Session                     |
| Tuesday, January 13, 2026   | Work Session                               |
| Tuesday, January 27, 2026   | Work / Regular Session                     |
| Tuesday, February 10, 2026  | Work Session                               |
| Tuesday, February 24, 2026  | Work / Regular Session                     |
| Tuesday, March 10, 2026     | Work / Regular Session                     |
| Tuesday, April 14, 2026     | Work Session                               |
| Tuesday, April 28, 2026     | Budget Meeting / Work / Regular Session    |
| Thursday, May 7, 2026       | Budget Committee Meeting, <i>if needed</i> |
| Tuesday, May 12, 2026       | Work Session                               |
| Thursday, May 21, 2026      | Budget Committee Meeting, <i>if needed</i> |
| Tuesday, May 26, 2026       | Work / Regular Session                     |
| Tuesday, June 16, 2026      | Work / Regular Session                     |

**RECOMMENDATION**

The Superintendent recommends that the Board of Directors approve the Board meeting schedule for the 2025-26 school year.

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**GRONER AND EVERGREEN OFFICIAL NAME CHANGE**

**SITUATION**

Hillsboro School District is preparing for the Cognia National Accreditation process. In order to achieve full accreditation, Cognia must be able to evaluate all levels present at schools. Groner serves elementary students, but not middle school students, thereby necessitating a shift from K-8 to elementary. Evergreen serves seventh and eighth graders, which the term “middle school” traditionally refers to. Currently, “junior high” suggests it may serve ninth graders in addition to the other two grades. In order to clarify names and ensure a smooth accreditation process, HSD would like to change the following sites’ names, effective as of the 2025-2026 school year:

- Change Groner K-8 to Groner Elementary School
- Change Evergreen Junior High School to Evergreen Middle School

The Oregon Department of Education requires districts to submit Form 581-1380-A (Institution Request Form) in order to update names of institutions, which includes board meeting minutes acknowledging the change.

**RECOMMENDATION**

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

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**HILLSBORO SCHOOLS FOUNDATION ANNUAL REPORT**

**SITUATION**

The Hillsboro Schools Foundation (HSF) cultivates community giving to provide vital support to Hillsboro public schools to foster student creativity and success. Our purpose is to give funding support to provide opportunities to strengthen student engagement, fill gaps for programs in public funding, open doors for students and help ensure they are prepared to enter the workforce and/or college upon graduation.

The Hillsboro Schools Foundation was founded by three women with a passion for supporting educators and students in 2000 to provide funding for supplemental innovative programs. In the past 25 years, HSF has invested more than \$6 million into the Hillsboro School District,

Each year, HSF awards innovative grants to help meet the needs of our students and provide engaging and impactful programming. Examples of recent grant awards include: communication devices for special needs students; a freeze dryer for students with intellectual disabilities to create a student-operated business; an FAA-approved Basic Aviation Training Device to allow students to learn skills and log hours of flight time; an after-school ballet folklorico program; and replacing dilapidated shop tools and equipment. We fund after-school homework clubs every year for middle school students needing extra academic support. Our recent district-wide initiatives include STEM kits at all elementary schools, bringing back shop classes, expanding career exploration and readiness programming from Kinder to graduation, and adding thousands of new books in all school libraries to be more reflective of each school's student population.

Tonight, we celebrate the successful awarding of more than \$80,000 for education grants, \$20,000 for career kit support, almost \$100,000 in goods and more in just the past month. We welcome the Board's advice on where we grow next.

**RECOMMENDATION**

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

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**FINANCIAL REPORT**

**Business Office – General Update**

In alignment with the [Center for Educational Leadership Principal Support Framework](#), specifically, *Action Area 3: A Strategic Partnership Between the Central Office and Principals*, the goal of the Business Office is to deliver effective, integrated support and services that increase the ability of principals to successfully lead their schools.

**Business Services**

The finance team is currently working on closing out the current fiscal year and will be preparing for the interim work to be performed for the annual financial audit starting on June 2nd. Additionally, the grant team is working with program leads to make sure grant funded sources are spent down before the end of the year.

**Payroll**

Payroll has completed the May SPED stipend payments and is now preparing for the final June payrolls, which will include July and August pay for 10-month employees, as well as retention bonuses. They are also in the process of updating staffing information in Visions.

**Benefits**

We are preparing for Open Enrollment, scheduled for August 15–31. Our annual Benefits Fair will be held on August 19 at Liberty High School, and we are currently notifying vendors to save the date. We are now in the second month of our partnership with OneDigital for protective leave administration. This transition—combined with moving paid leave coverage from The Standard to the State has resulted in an estimated savings of \$53,000 for the district in April alone. Additionally, we've begun planning for internal role changes in anticipation of Rhonda Crouch's retirement at the end of the year.

**Procurement and Contracts**

We recently hired Kristina Gantt as the new Contracts and Procurement Supervisor for the Business Office. We are working on a number of new contracts for both vendors and InterGovernmental Agreements (IGA) for the 25-26 SY.

**Print Shop**

With the addition of production Inkjet technology in the print shop this year we have lowered the cost of color printing for teachers. We have printed over 1 million more color pages this school year than last school year totaling 1.5 million pages. This is a significant milestone as studies show curriculum printed in color ink increases student comprehension.

- We have completed 11,294,236 impressions in total

## **Tech Integration**

### Paperless Process Initiatives:

- The Accounts Payable and Payroll departments are advancing paperless solutions to improve efficiency and streamline approval workflows.
- The Employee Records System was implemented in October 2024, this system supports digital personnel file management from onboarding to separation, reducing paper use and improving processing for Payroll and Benefits. Estimated time saving from reduced data entry and paper filing is 4,789.75 hours during initial implementation.

### Active Projects:

- Digital P-Card Log Approvals: Testing begins June 2025.
- Electronic Timesheets: Testing and pilot rollout scheduled for Summer 2025.
- Records Retention Policy: In development with the Technology Department; completion expected Fall 2025.

## **Donations Over \$5,000**

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 April donations to report that were valued at \$5,000 or more.

### **Workers' Compensation Report**

The table below includes workers' compensation claims reported month to date through April 30, 2025. The District received 8 (eight) new workers' compensation claims for a total of 81 claims.

| <b>Workers' Compensation Reports</b> |                  |                  |                  |
|--------------------------------------|------------------|------------------|------------------|
|                                      | <b>2022-2023</b> | <b>2023-2024</b> | <b>2024-2025</b> |
| July                                 | 1                | 2                | 2                |
| August                               | 8                | 3                | 4                |
| September                            | 11               | 14               | 10               |
| October                              | 13               | 6                | 16               |
| November                             | 8                | 5                | 6                |
| December                             | 6                | 11               | 9                |
| January                              | 7                | 14               | 14               |
| February                             | 11               | 11               | 7                |
| March                                | 8                | 4                | 5                |
| April                                | 10               | 11               | 8                |
| May                                  | 11               | 15               |                  |
| June                                 | 9                | 8                |                  |
| <b>Yearly Total:</b>                 | <b>103</b>       | <b>104</b>       | <b>81</b>        |

## Student Incident Report

Student incident data below is month to date through April 30, 2025. Increase in incidents from 2023/2024 SY may be due to training at several schools and more robust reporting. Head bumps from slips, trips and falls were the most common injury.

| <b>Student Incident Reports</b> |  |   |  |  |   |  |
|---------------------------------|--|---|--|--|---|--|
|                                 | <b>2023-24<br/>Total<br/>Incidents</b> | <b>Average<br/>Incidents<br/>Per School<br/>Day</b> | <b>Serious<br/>Injuries<br/>With 911<br/>Transport</b> | <b>2024-25<br/>Total<br/>Incidents</b> | <b>Average<br/>Incidents<br/>Per School<br/>Day</b> | <b>Serious<br/>Injuries<br/>With 911<br/>Transport</b> |
| July                            | 0                                      | 0   | 0  | 0                                      | 0   | 0  |
| August                          | 0                                      | 0   | 0  | 0                                      | 0   | 0  |
| September                       | 102                                    | 5.4   | 8  | 104                                    | 5.7   | 7  |
| October                         | 80                                     | 3.8   | 10   | 115                                    | 5.2   | 9  |
| November                        | 37                                     | 2.4   | 4  | 73                                     | 5.2   | 1  |
| December                        | 36                                     | 3.2   | 2  | 84                                     | 5.6   | 4  |
| January                         | 39                                     | 1.8   | 4  | 80                                     | 4.4   | 8  |
| February                        | 60                                     | 3.3   | 3  | 69                                     | 3.8   | 2  |
| March                           | 55                                     | 3.4   | 8  | 63                                     | 3.9   | 5  |
| April                           | 45                                     | 2.1   | 3  | 81                                     | 3.8   | 4  |
| May                             | 70                                     | 3.2   | 4  |  |   |  |
| June                            | 27                                     | 3.0   | 2  |  |   |  |
| <b>Yearly Total:</b>            | <b>551</b>                             | <b>3.2</b>  | <b>48</b>  | <b>669</b>                             | <b>4.5</b>  | <b>40</b>  |

### Vehicle Accidents

There were 4 (four) vehicle incidents in April requiring claims/repairs.

### General Functions

If you would like more information or to discuss these or other Business Office items, please contact Scott Harrison at 503-844-1527 or harriojs@hsd.k12.or.us.



**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**ACCEPT GIFTS AND DONATIONS**  
**(as of April 30, 2025)**

**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 April donations to report that were valued at \$5,000 or more.

**RECOMMENDATION**

The Superintendent recommends that the Board of Directors accept the donation.

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**ADOPT SUPPLEMENTAL TRANSPORTATION PLAN**

**SITUATION**

ORS 327.043 requires all school districts in Oregon to provide transportation for elementary students who reside more than one mile from school and for secondary school students who reside more than 1.5 miles from school. The district is then reimbursed 70% of the cost of transporting these students to and from school. In addition, the district is required to submit a “supplemental plan” to provide transportation for students who are transported within these walk zones. This supplemental plan must be approved by the local school board and by the State Board of Education. Approved supplemental plans are then eligible for the 70% reimbursement.

Hillsboro School District has a “Safe Routes to School” committee that reviews the identified hazard areas. The committee includes district staff, representatives from local law enforcement, and safety officials. The committee considers safety factors such as the absence of sidewalks which would require students to walk on a roadway, or if a student would need to cross a busy street in order to get to school. These unsafe areas are then identified as “hazard zones” and are recommended to be included in the supplemental plan. A supplemental plan is then prepared for each school by the Transportation Department.

Earlier this evening, the Board of Directors heard a presentation on the plan. As part of their supplemental materials, is the map for Tamarack Elementary School with changes to its hazard zone at this time. Included was a narrative describing the hazard zones for each school, including the up-to-date language specific to Tamarack Elementary School, and the reason for declaring the hazard zone.

**RECOMMENDATION**

The Superintendent recommends that the Board of Directors adopt the Supplemental Transportation Plan.

*I move that the Board of Directors adopt the Supplemental Transportation Plan.*

**HILLSBORO SCHOOL DISTRICT  
RESOLUTION AUTHORIZING THE ADOPTION OF THE  
SUPPLEMENTAL TRANSPORTATION PLAN**

WHEREAS students of Hillsboro School District 1J currently reside within the one mile and one-an-one half mile limits in the areas indicated on the attached document, and are impacted by safety concerns because of the hazardous conditions described; and

WHEREAS some of these students may qualify under PL 93-112, Section 504, and others may be special education students with Individualized Education Programs (IEPs) requiring transportation to and from school;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Hillsboro School District 1J shall submit this Supplemental Transportation Plan to transport designated students within the one-mile elementary school limit and the one-and-one half mile secondary school limits to the Oregon State Board of Education.

ADOPTED the 27 day of May 2025

By:

\_\_\_\_\_  
Ivette Pantoja  
Chair, Board of Directors

Attested By:

\_\_\_\_\_  
Travis Reiman  
Superintendent

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**DECLARE SURPLUS EQUIPMENT AND AUTHORIZE DISPOSAL**

**SITUATION**

School Board Policy DN: Disposal of District Property requires the Board to declare District property as surplus and authorize its disposal when such property is no longer useful to the District, unsuitable for use, too costly to repair, or obsolete.

HSD Facilities & Maintenance Dept. has identified the following vehicles and equipment and as no longer useful to the District or in significant disrepair. These Items will either be sent to the State of Oregon Surplus Warehouse, sold through J. Stout Auction Yard, or disposed of per District Policy [DN-AR D1.pdf](#). Intended means of disposal indicated per line item.

Vehicles:

- Maintenance Vehicle #500 Intended for auction
- Maintenance Vehicle #505 Intended for auction
- Maintenance Vehicle #508 Intended for auction

Grounds Equipment:

- John Deere Tractor 850 Model 3T80J Intended for auction

Old Shop Equipment:

- (2) Band saw Intended for auction
- (2) Standing drill presses Intended for auction
- (2) Benchtop drill presses Intended for auction
- HVLP-type paint sprayer Intended for auction
- 80" Belt edge sander Intended for auction

Optical Philometer (3D printer component) Intended for auction

- VeeCo Wyko NT9100 SN NT9100-09-190  
(Donated to HSD from Genentech)

Old HVAC Controllers: Intended for resale via Ebay

- Siemens Apogee components from Liberty HVAC retrofit project
  - (qty 12) 549-214
  - (qty 9) 549-210
  - (qty 4) 549-007
  - (qty 1) 549-620
  - (qty 240) 549-100

Old Student Chairs Intended for auction

- (350) Plastic student chairs

Pianos

Intended for resale via Ebay or disposal

- (5) upright student-level pianos

## **RECOMMENDATION**

The Superintendent recommends the Board of Directors declare the listed items as surplus and authorize the disposal in accordance with District Surplus Policy and Procedures.

*I move that the Board of Directors declare the listed items as surplus and authorize the disposal in accordance with District Surplus Policy and Procedures.*

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**CITY VIEW CHARTER SCHOOL AGREEMENT APPROVAL FOR 2025-2030**

**SITUATION**

On December 2, 2024, the City View Charter School Board of Directors submitted a renewal request for its existing charter to the District. The Board reviewed a presentation from City View Charter School and discussed the request during a work session on January 28, 2025. A public hearing was held that same evening. Following the hearing, the District had 30 days to either approve the renewal or provide written reasons for denial. On February 25, 2025, the Board approved the renewal request. The subsequent 90-day contract negotiation period concluded on May 16, 2025, with a final draft agreement. City View Charter School Board of Directors approved the 2025-2030 agreement on Wednesday, May 21, 2025, at their Board meeting.

*Policy LBE-AR: The Board and the public charter school shall follow the timeline listed below, unless a different timeline has been agreed upon by the Board and the public charter school:*

**Steps:**

- 1) The public charter school board shall submit a written renewal request to the Board for consideration at least 180 days prior to the expiration of the charter agreement; Completed on 12/02/24:
- 2) Within 45 days after receiving a written renewal request from a public charter school, the Board shall hold a public hearing regarding the renewal request; Completed on 1/28/25:
- 3) Within 30 days after the public hearing, the Board shall approve the charter renewal or state in writing the reasons for denying charter renewal; Completed on 2/25/25:
- 4) If the Board approves the charter renewal, the District and the public charter shall negotiate a new charter agreement within 90 days unless the district and the public charter school agrees to an extension of the time period. Notwithstanding the time period specified in the charter agreement, an expiring charter agreement shall remain in effect until a new charter agreement is negotiated; 5/27/25:

**RECOMMENDATION**

The Superintendent recommends the Board of Directors approve the 2025-2030 City View Charter School Agreement.

*I move that the Board of Directors approve the 2025-2030 City View Charter School Agreement.*

## CHARTER SCHOOL AGREEMENT

DATED: May 27, 2025

PARTIES: BOARD OF EDUCATION OF  
HILLSBORO SCHOOL DISTRICT ("District")

AND: CITY VIEW CHARTER SCHOOL  
An Oregon nonprofit corporation ("Corporation")

### RECITALS

- A. In 1999, the Oregon Legislature enacted Senate Bill 100 ("SB 100") [1999 Oregon Laws, Chapter 200], most of which is codified in ORS Chapter 338, for certain purposes relating to charter schools as enumerated in that act.
- B. On December 2, 2024, a request for renewal of Charter School status was submitted by Nicole Kopacz, City View Charter School Executive Director, to the District for continuation of City View Charter School ("Charter School") as a Charter School to operate within the District.
- C. The District Board held a public hearing on the provisions of the request and evaluated the criteria set forth in ORS 338.055, and the District has approved the request as amended by this Agreement, complies with the purposes and requirements of ORS Chapter 338.
- D. By resolution adopted February 25, 2025, the District Board conditionally approved the request and agreed to continue its role as the sponsor of the Charter School contingent upon the negotiation and execution of a contract acceptable to Charter School and the District.
- E. The Board of Directors directed staff to execute a contract on February 25, 2025.
- F. This Agreement, including the Exhibit A, will constitute the Agreement between the parties regarding the governance and operation of the Charter School and the legal authorization for the establishment of the Charter School under ORS 338.065.
- G. The parties desire that the Charter School be authorized to operate and conduct its affairs in accordance with the terms of this Agreement and Oregon law.

## **CHARTER AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings, covenants, and payments herein described, the parties agree as follows:

### **1. Grant and Renewal of Charter.**

The Hillsboro School District Board of Directors (referred to herein as either the "District" or the "District Board") has approved the Corporation's Charter School proposal of renewal and is the sponsor of the City View Charter School ("Charter School") that is to be operated by the Corporation in accordance with the terms of this Agreement, and hereby grants a charter pursuant to the terms herein.

### **2. Effective Date; Term; Renewal.**

**2.1 Effective Date.** When this Agreement has been duly executed by both the District Board and the Corporation's Board of Directors, it shall be legally binding on both parties and shall act as the legal authorization for the establishment and renewal of the City View Charter School as a public Charter School, as provided in ORS 338.065.

**2.2 Renewal Term.** The Corporation shall be permitted to operate the Charter School for five (5) school years, subject to the other terms of this Agreement, and thus the term of this Agreement shall expire on June 30 following the end of the fifth such school year. The first school year shall begin in September 2025, and thus the five-year term shall expire June 30, 2030.

#### **2.3 Renewal and Extension.**

2.3.1 The charter term may be extended or renewed upon the authorization of the District Board pursuant to ORS 338.065(2). The parties intend that the District Board will agree to a renewal or extension unless at the time the Charter School makes its request, there are grounds for termination under Section 19.

2.3.2 The Charter School requested to renew the term for up to five (5) years. The renewal was authorized; the Charter School may likewise request additional extensions of five (5) years during the next-to-final year or the final year of such extended or renewed term in accordance with ORS 338.065(4)(c).

2.3.3 If the Charter School desires to extend or renew the term, it shall submit a written request to the District Board no earlier than October 1 and no later than January 1 of the school year specified in Section 2.3.2.. The request shall state the requested length of the extension or renewal term. Within 45 calendar days after receiving the written request from

the Charter School, the District Board shall hold a public hearing regarding the request to renew or extend the term. Within thirty (30) calendar days after the public hearing, the District Board shall decide whether to grant the request, specifying the length of such extension or renewal term.

2.3.4 If the District Board denies the request for renewal, the denial shall be in writing and state the reasons for the denial. The Charter School may submit a revised request for a renewal by addressing these reasons. If the District Board denies the revised request for a renewal, the Charter School may appeal such denial to the State Board of Education.

2.3.5 If the District Board approves the request for renewal, the District Board and Corporation shall negotiate a revised or new charter within 90 calendar days after the date of the approval unless the parties agree to an extension of this time period.

**3. DELETED.**

**4. Relationship Between Corporation and Charter School.**

The Corporation is the legal entity that has formed and is responsible for the operation of the Charter School and its compliance with the terms and provisions of this agreement. The terms Corporation and Charter School are used interchangeably throughout this Agreement, but in doing so, no distinction is intended and it is the continuing responsibility of the Corporation to ensure that the Charter School fulfills all its obligations under this Agreement, and it is the Corporation that shall be held responsible for any failure of the Charter School to fulfill those obligations.

**5. Grade Range of Charter School; Minimum Number of Students.**

**5.1 Number of Grades and Classrooms.** The Charter School may provide instruction to students in kindergarten through Grade Eight during the term of this Agreement. The parties acknowledge that such plans for instruction may change at the discretion of the Corporation, and it is within the sole discretion of the Corporation to determine in which years additional classrooms shall be added to the operation, the Corporation shall give notice by May 1 of the year preceding the change to the District Board of the number of classrooms that will be included for the school year beginning the following September. The maximum number of students in each classroom is expected to be about twenty-four (24), but to assist the District in budgeting, the total enrollment shall not exceed the maximum enrollment of 474.

**5.2 Minimum Number of Students in School.** As provided in ORS 338.115(5), the Charter School shall maintain an active enrollment of at least twenty-five (25) students.

**6. Enrollment and Admissions.**

**6.1 Voluntary Enrollment; Who is Eligible.** Student enrollment in the Charter School shall be voluntary. All students who reside within the District and meet grade level requirements are eligible for enrollment. A student will be deemed admitted to and enrolled in the Charter School when the student's application has been unconditionally accepted by the Charter School following completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied. Enrollment of special education students is governed by Section 7.

**6.2 Phased Enrollments; Deadlines.** The Charter School may, at its discretion, elect to conduct a series of open enrollments for each school year, provided the process conforms to this Agreement. Each year, the Charter School will set deadlines by which such applications must be received for each phase of the enrollment process. These deadlines may change from year to year at the discretion of the Charter School.

**6.3 Application Process: First Phase of Enrollment Process.** Beginning January 1 of each year or a date set thereafter by the Charter School, prospective students may apply for admission to the Charter School for the school year that begins the following September. For the first phase of the enrollment process, if the number of applications received by the deadline for the first phase is less than or equal to the maximum number of students allowed for each grade under Section 5.1 , then all the applications for that grade will be accepted (including applications from nonresidents, as described in Section 6.8). To illustrate, if the maximum number of students for a grade is 25, and if 20 applications are received, then all 20 applications will be accepted. The remaining five "available spaces" will be filled in the second or third phases.

If the number of applications received for any grade is greater than the maximum number of students allowed for that grade, then the Charter School will conduct an equitable lottery, in a manner determined by the Charter School and consistent with state law, to admit the maximum allowed number of students for that grade and to create a waiting list for subsequent admission should a space become available later. To illustrate, if the maximum number of students for a grade is 25, and if 40 applications are received, then 25 applications will be accepted through the lottery process, and a waiting list of 15 can be determined [with order of priority on the waiting list also determined through the lottery process].

In alignment with the priorities of the Hillsboro School District and City View Charter School, the Charter School will prioritize communication to and recruitment of student focal group populations outlined in the Oregon Department of Education Integrated Guidance share plan to increase the diversification of the student body to reflect the demographics of the District.

- 6.4 Second and Subsequent Enrollments.** If the Charter School receives fewer applications than the maximum number of students allowed for any grade, then the Charter School will set an additional second application deadline. The admissions process will be the same as with the first phase, but will apply only with respect to the "available spaces," if any, for each grade. However, the Charter School may also accept additional applicants in order to create or expand a waiting list for any grade.

Finally, if after the second enrollment there still remains "available spaces" in any grade, or the Charter School desires to create or expand a waiting list for any grade, the Charter School will set additional application deadlines before the school year begins. The admissions process will be the same as with the second phase, again applying only with respect to the "available spaces" for each grade (or to create or expand a waiting list for any grade). Thereafter, including during the school year, additional students who apply will be added to the waiting list in the order the applications are received.

- 6.5 Use of Waiting List; Filling spaces if No Waiting List.** If at any time a student who has been enrolled declines to attend the Charter School, or if an attending student withdraws or is permanently expelled, the Charter School may admit the next student on its waiting list for the applicable grade.

The parties acknowledge that after the final phase of enrollment has been completed and during the school year, a situation could arise where an opening is created [for example, if a student leaves the School], but at that time there might not be a waiting list, or all students on the waiting list might have already enrolled. In that situation, the Charter School may enroll the first student who applies for that available space, so that there is no delay or unnecessary expense incurred in an additional marketing effort and open enrollment process.

- 6.6 Preferences After First Year.** As provided in ORS 338.125 (2), the Charter School may give admissions preference to (1 ) students who were enrolled in the Charter School in the prior year, and (2) applicants who have siblings who are presently enrolled in the Charter School and who were enrolled in the Charter School in the prior year.

- 6.7 Nondiscrimination.** As provided in ORS 338.125(2)(c), the Charter School may not limit student admission based on race, religion, sex, sexual orientation, gender identity, ethnicity, national origin, disability, the terms of an

individualized education program, income level, proficiency in the English language or athletic ability but may limit admission to students within a given age group or grade level due to capacity.

**6.8 Nonresident Students; Limitations.** As provided in ORS 338.125(2), if space is available the Charter School may admit students who do not reside in the District. At each phase of the enrollment process, preference will be given to residents of the District, so long as state law requires such preference. Nonresident applicants may be accepted to fill any "available spaces" (including spaces on waiting lists). The parties recognize that acceptance of a nonresident application at the first or second phase could create uncertainty and unfairness because of the possibility that the law requires that a resident applicant who is accepted at a later phase must be given priority and thus could "bump" the previously accepted nonresident. Therefore, the parties agree that once a nonresident is accepted the nonresident will not be "bumped" by a resident who has submitted an application as part of a later phase of enrollment; if necessary, the parties will work together to seek a waiver of the applicable state law.

6.8.1 Within 10 days of a non-resident student's enrollment in Charter School, the Charter School shall provide written notice of the student's enrollment to the District.

6.8.2 Within 10 days of receiving the notice, the District shall provide the non-resident student's parent, legal guardian or person in parental relationship written information about:

- i. The District's responsibility to identify, locate and evaluate students enrolled in the Charter School to determine which students may be in need of special education and related services as provided by ORS 338.165; and
- ii. the methods by which the District may be contacted to answer questions or provide information related to special education and related services.

6.8.3 When a nonresident student withdraws from a Charter School, the District shall:

- i. Provide to the school district in which the student resides written notice that the student has withdrawn.
- ii. Provide to the student's parent, legal guardian or person in parental relationship written information about:

a. The responsibility of the school district in which the student resides to identify, locate and evaluate students who reside in the school district to determine which students may be in need of special education and related services as provided by ORS 338.165; and

b. The methods by which the school district in which the student resides may be contacted to answer questions or provide information related to special education and related services.

**7. Special Education Students.**

**7.1 Special Education Students: IDEA.** In this Agreement, the term "special education students" means children with disabilities to whom the Individuals with Disabilities Act ("IDEA") applies.

**7.2 Application and Enrollment.**

7.2.1 After enrollment the Charter School will ask if the student has an Individualized Education Program ("IEP") under IDEA. For any student with an IEP, the Charter School will notify the IEP team leader as soon as possible, and a representative from the Charter School will attend the IEP team meeting at which time the team will determine whether or not the Charter School is the appropriate placement.

7.2.2 The Charter School will admit students without regard to their status as special education students. The parties intend by this process to ensure that the Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws.

**7.3 Child Find: Accepted Students Later Determined to be Special Education Students.**

Although Oregon's Charter School Law leaves the "Child Find" responsibility with the child's resident school district, under IDEA the Charter School will work closely with the District and any other referring school district to ensure that these responsibilities are carried out in good faith with respect to students enrolled in the Charter School. The Charter School will ensure that all of its teaching staff have been trained in the Child Find process on an annual basis. The Charter School will notify the District if a Charter School student may need evaluation to determine eligibility for special education. Any student referred for evaluation shall remain enrolled at the Charter School until an Individualized Education Program team determines that the Charter School is not the appropriate placement for that student. Additionally, the Charter School will implement a referral system that has been

reviewed and approved by the District's Special Education Director and ensure this referral system will be implemented with fidelity and will be used as the basis for referrals for Special Education evaluation.

#### **7.4 Administering the IEP's.**

7.4.1 The Charter School will work closely with the District to ensure that the special education services are provided. The parties recognize there will likely be several methods or "delivery mechanisms" for providing these services, and because there is no way to know in advance the specific needs of all special education students who will enroll at the Charter School, there is no way to specify in this Agreement anything more than a general framework or set of principles for seeing to it that the IEP's are administered.

7.4.2 The parties agree to the general framework and set of principles as follows, with the specifics to be arranged by mutual Agreement after the enrollment of each special education student, when the IEP team, the Charter School, and the District can assess the specific needs of each special education student and how best to meet their needs as outlined in their IEP's:

- (a) The Charter School will have a staff member on the IEP team of each enrolled special education student.
- (b) The Charter School will work closely with the rest of the IEP team to determine how to meet the goals of the IEP, and how to arrange for the special accommodations and services required. The IEP team will continue to evaluate the placement during the school year, as the IEP team deems appropriate. The Charter School will abide by the IEP team's decision on program and placement.
- (c) For those services delivered by District employees, the Charter School will make every reasonable effort to work closely with the District staff to assist in the effective delivery of the services. This might include either on-site or pull-out service delivery.
- (d) The Charter School staff will comply with training required by an IEP team for delivery of services to a Charter School student, although the District is responsible for providing special education services. The District will pay the costs of any training of Charter School staff that the IEP team determines is required to accomplish the implementation of an IEP for a student. This is limited to costs for substitutes, consultants, course fees, and necessary supplies and materials.

The Charter School staff will be responsible for implementing the supplementary aids and services that are to be provided to each student on IEP in the regular education classroom. District staff will provide assistance in this regard as necessary, including consultation, training, and the financial responsibility for any supplementary aids and services that require additional funding or resources.

- (e) A District Student Services administrator may request to meet regularly with the principal of Charter School monthly to discuss the progress of the special education program at Charter School and address any issues of concern.

**7.5 Funding for Special Education Students.** ORS 338.165 governs funding relating to special education students.

**8. Americans with Disabilities Act and Section 504 Obligations.**

The Charter School acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS 659 with respect to its students, staff and patrons. The Charter School agrees to indemnify and hold harmless the District from all claims under these statutes. The Charter School will be responsible for the identification, evaluation, drafting of 504 plans, and implementation of 504 plans for all Charter School students eligible under Section 504. The Charter School may contract with the District for services to meet Charter School's legal obligation under these statutes.

**9. School Year: School Day: Hours of Operation.**

The Charter School may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law. However, the Charter School anticipates that its annual calendar shall generally match the calendar of the District, and the Charter School may maintain a typical nine-month school year for its regular academic program. The number of instructional hours during each school year shall comply with requirements of state law.

**10. Records.**

The Charter School shall comply with all record keeping requirements of federal and state law and shall provide any reports, as necessary, to meet the District's reporting obligations to the Oregon Department of Education. Each year or from time to time thereafter as state requirements change, the District shall provide the Charter School with a list of records and information required for the District to meet its state reporting requirements. The Charter School shall comply with all applicable federal and state laws concerning the maintenance, retention and disclosure of student

records, including, without limitation, the Oregon Public Records Law. All records established and maintained in accordance with this Agreement shall be open to inspection by the District unless prohibited by law.

**11. Program and Curriculum, Goals, and Evaluation.**

**11.1 Acceptance by District of Program and Curriculum.**

11.1.1 The District accepts the curriculum and program design of the Charter School as in effect during the prior term of this Agreement and agrees to waive any District program and curricular requirements that are not incorporated into such curriculum design. The District's intent is to allow the Charter School, within the requirements of state law, to promote and implement new innovative and flexible programs, curricula, learning environments, and learning methods.

11.1.2 To the extent that the Charter School desires to implement specific programs, policies, procedures or other specific terms of operation that supplement or otherwise differ from those in effect during the prior term of this Agreement, the Charter School shall be permitted to implement such programs, policies, procedures and specific terms of operation, provided that they are consistent with the goals, standards and general operational policies set forth in the Application, this Agreement and ORS Chapter 338.

**11.2 Responsibilities of Charter School.** The Charter School is responsible for doing the following in compliance with state law:

11.2.1 Designing and implementing its curriculum and other components of its educational program consistent with historical operation of the Charter School in effect during the prior term of this Agreement.

11.2.2 Conforming to all state requirements concerning subjects, academic content, and other educational matters.

11.2.3 Providing required services, if any, to students who are English language learners (ESL students) under ORS 336.079 and other provisions of the law.

11.2.4 Providing required services, if any, to academically low achieving students.

11.2.5 Implementing the state-required assessments as provided in ORS 338.115(1)(L).

- 11.2.6 Surveying its student population for eligibility for free and reduced lunches under federal and state law if it elects to provide lunch for its students.

### **11.3 Participating in District Extracurricular Activities.**

11.3.1 Charter School students are eligible to participate in extracurricular activities at their neighborhood schools (that is, the District school the student would otherwise attend if not attending the Charter School) at no charge to the Charter School. Students of the Charter School that participates in extracurricular activities of the District shall be subject to the same rules regarding fees, eligibility, and conduct that other District students must meet. Nonresident Charter School students must comply with applicable OSAA rules before being eligible to participate in extracurricular activities in another District school.

11.3.2 The District shall not be required to provide transportation for a Charter School student to and/or from an extracurricular activity (such as daily or regular practices of a sports team or music team) that is taking place at a District school (for example, transportation from the student's home or from the Charter School to the District school where the activity is taking place, and then the return trip). However, in situations where the District provides transportation services for a team or group (for example, bus transportation of a sports team from a District school to a game that is taking place in another district, or transportation of a music group from one District school to another location), the Charter School student will receive the same transportation services as other District students, and thus will be treated like any other member of the sports team, music group, and so forth. To illustrate, if the District is taking a sports team by bus from the District high school to an away game, the Charter School student who is a member of the team would be responsible for transportation from either home or the Charter School to the District high school where the team will board the bus and then back home after the game; but the student will ride the bus with the rest of the team from the high school to the away game and then back to the District high school. The District is not required to alter or add any additional buses or bus routes to accommodate a Charter School student.

**11.4 Goals and Evaluation.** Although the Charter School has many goals, only the specific goals relating to student performance that are set forth in Exhibit A are to be considered in evaluating whether the Charter School has failed to meet the requirements for student performance (and thus could be a basis for termination of the Agreement) under ORS 338.105(1)(b).

- 11.5 Annual Report.** The Charter School will submit an annual report to the District and the State Board of Education in accordance with ORS 338.095(1) on the performance of the Charter School and its students. This report will include information necessary to make a determination of compliance with the requirements of ORS Chapter 338. This report will include, among other things, information relating to the goals and evaluation described in Section 11.4.
- 11.6 Monthly Financial Report.** The Charter School will prepare a monthly financial report and submit to the District quarterly as provided in Section 13.6. The information will include the necessary information to make a determination of compliance with the requirements of ORS Chapter 338 which includes accurate and timely state and federal reporting.

**12. School Facility and Transportation.**

**12.1 Approvals and Permits: Payment of Expenses.** The Charter School is responsible for obtaining all necessary permits and approvals relating to use of the facility, including building and occupancy permits, and any health and safety approvals. The Charter School has full responsibility for all costs related to its facility and any playground equipment, other equipment, furniture, and fixtures; such responsibility includes purchase costs, rental, utilities, maintenance, repair, cleaning, and replacement. The Charter School may own and operate the school facility located at 1920 NE Stucki Ave, Hillsboro, OR 97006, which is outside the boundaries of the District in the adjacent Beaverton School District, as allowed by Oregon law.

**12.2 Transportation.** The District is not responsible for providing transportation by bus or otherwise of any students to the Charter School. However, the District will allow Charter School students to ride on District buses to and from the Charter School, to the extent seats are available for such students; this does not obligate the District to add or extend existing bus routes or other transportation services, as provided in ORS 338.145(2). The District will give the Charter School a two-week notice if a bus on a particular route has consistently become too full to transport Charter School students so that parents have time to make other arrangements. The parties recognize that it is unlikely that many of the Charter School students will be able to use existing District bus routes for transportation to and from the Charter School; it is the responsibility of the parents and guardians of the students to arrange for transportation of the students to and from school.

**13. Financial Matters; Funding; Annual Budgets; Annual Audit.**

**13.1 No Tuition; Fees.** The Charter School will not charge tuition to students, except as may be allowed under ORS 339.155 or other applicable law. As noted in ORS 338.115(1)(p) the following laws shall apply to the Charter School: ORS 339.141,

ORS 339.147, and ORS 339.155. In accordance with state law, the Charter School may charge reasonable fees for the processing of applications, instructional materials, after-school programs, preschool programs, student activities, and fieldwork. The Charter School shall waive all fees for indigent students in accordance with applicable federal and state law.

## **13.2 Annual Funding.**

**13.2.1 Keeping Count.** The Charter School shall identify and count, and keep accurate records of its number of enrolled students, attendance, special education students, students eligible for and enrolled in an English as a Second Language program under ORS 336.079, and other data required in order to calculate average daily membership, weighted average daily membership (ADMw), and related terms necessary to determine funding under state law, particularly ORS 338.155 and 327.013.

## **13.2.2 Calculating ADMw and Funding.**

- (a) For each school year, the District shall provide funding to the Charter School in accordance with ORS 338.155(2), as that formula may be changed from time to time, in an amount equal to the Charter Schools Rate [as defined in Section 13.2.2(e)]; multiplied by (ii) the Charter School ADMw; multiplied by (iii) 85 percent.
- (b) The District shall determine Charter School ADMw based on the Charter School's entry of enrollment data in the District's student attendance software program [projected ADMw will be used for the first report specified below].
- (c) The calculation of the additional amounts under ORS 327.013(1)(c) shall include, but not be limited to, an additional 0.5 for each student in average daily membership eligible for and enrolled in an English as a Second language program under ORS 336.079.
- (d) In addition, to take into account the "poverty factor" under ORS 327.013(1)(c)(A)(v)(1) the parties will use the same percentage used in calculating the District' adjusted poverty factor, as that percentage may be changed from time to time. To illustrate, suppose the poverty factor used for the district is 16 percent of ADM; assume the ADM for the Charter School is 100 students; then 100 would be multiplied by 16 percent; and this would be multiplied by 0.25; thus, a total of 4.0 would be added to the Charter School's ADM in calculating ADMw.

- (e) In Section 13.2.2 a), the term Charter Schools Rate is identified on the District Estimate of State School Fund (using the formula identified in ORS 338.155); this calculation does not include any consideration of the state transportation grant which is not applicable. To help clarify and to illustrate, the Charter School Rate was estimated as of May 15, 2024, by the State of Oregon Department of Education ("ODE") for the District for the 2024-25 school year to be \$10,576 and is referred to in the ODE report as Charter School Rate.
- (f) This Agreement will be changed to conform to any changes in state law relating to the calculation of ADMw or otherwise that affects funding of Oregon public charter Schools.

### **13.2.3 Dates of Payments by District to Charter School and Bond Trustee.**

(a) Pursuant to ORS 338.155(8), the District shall distribute amounts due to the Charter School under the Charter Agreement, including under 13.2.2 of the Charter Agreement (the "**Charter School Distribution**") within ten (10) days after receiving payments from the State School Fund pursuant to ORS 327.095 as follows:

(1) First, to the Trustee, the lesser of (i) the entire Charter School Distribution, or (ii) an amount equal to the next monthly Loan Payment that is due under the Loan, as described in Schedule 1 which is attached to the First Amendment in accordance with payment instructions provided in writing to the District by the Trustee; and

(2) Second, to the Charter School, the remainder of the Charter School Distribution, if any, after distribution of the amounts described in clause (1).

The parties agree that the foregoing instructions are irrevocable so long as the Bonds remain outstanding.

**"Bonds"** means the State of Oregon - Oregon Facilities Authority Charter School Revenue Bonds (City View Charter School) \$18,110,000 2023 Series A Bonds (Tax-Exempt) and \$1,465,000 2023 Series B Bonds (Federally Taxable) issued to finance the Project.

**"Indenture"** means the Indenture between the State Treasurer of the State of Oregon, acting on behalf of the State of Oregon and the Oregon Facilities Authority as Issuer and UMB Bank, N.A., as Trustee dated as of September 1, 2023.

**"Loan"** means the loan to the Charter School from the proceeds of the Bonds.

**"Loan Payment"** means Loan payments to be made by the Charter School under the Loan Agreement and described in Schedule attached to the First Amendment.

**"Project"** means the Charter School's acquisition, improvement, renovation, and equipping of school facilities located outside the boundaries of the District in the adjacent Beaverton School District, as allowed by Oregon law, at 1920 NE Stucki Avenue, Hillsboro, Oregon 97006.

**"Trustee"** means the bond trustee and paying agent for the Bonds, including any successor trustee appointed under the Indenture.

If the District does not timely receive a distribution from the State School Fund or if the Charter School Distribution is insufficient to pay the Loan Payments, the District will not be liable for, or have any obligation to pay, the difference. The Charter School Distribution is subject to prior interception by the Oregon Department of Education pursuant to ORS 328.346(1)(c).

The annual State School Fund amounts of the Charter School Distribution are anticipated to be available as follows and further described in subsections (b) and (c) below.

- July 15 — 16.66 percent
- August 15 — 8.33 percent
- September 15 — 8.33 percent
- October 15 — 8.33 percent
- November 15 — 8.33 percent
- December 15 — 8.33 percent
- January 15 — 8.33 percent
- February 15 — 8.33 percent
- March 15 — 8.33 percent
- April 15 — 8.33 percent
- May 15 — 8.33 percent
- June 15 — balance

(b) There will be an adjustment with the final June payment, as provided in state law, to reflect changes in calculation of ADMw, changes, if any,

in the General-Purpose Grant amount, and changes, if any, with respect to funding during prior school years.

(c) The parties recognize that there may be fluctuations from month to month in the total sum on which these percentage amounts are calculated due to fluctuations in the Charter School ADMw during a school year, as well as due to possible changes in the state's determination of the General Purpose Grant, and thus the amount payable by the District to the Charter School may change from month to month. There will be an adjustment with the final payment, as provided in state law, to reflect changes in calculation of ADMw and changes, if any, in the General Purpose Grant amount, as well as changes with respect to funding during prior school years that may be based on final calculations of ADMw and the General Purpose Grant amount that are not finalized until after the end of a school year.

**13.2.4 End of State Funding.** The financial commitment on the part of the District contained in this Agreement is subject to annual appropriation by the State of Oregon, and the District has no obligation to fund Charter School operations if State funding does not occur.

**13.2.5 Legislative Change to Charter School Funding.** The District and the Charter School have negotiated this current Agreement of 85% of ADMw payment to Charter School for K-8 students. If there is a legislative change to the funding for charter schools, the parties agree to review and amend it to meet the requirements of the law.

**13.3 Annual Budgets.** On or before June 1 of each year, the Charter School shall submit to the District its proposed budget for the following school year, so that the District can review it as part of its consideration of the Charter School's financial stability. The Charter School shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Agreement.

**13.4 Fiscal Agent.** The Charter School shall act as its own fiscal agent.

**13.5 Fiscal Year.** The fiscal year of the Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.

**13.6 Financial Records, Audits, and Accounting Reports.** The Charter School shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. The Charter School will give the District quarterly reports of income and expenses, with each quarterly report to be provided by a date to be agreed on by the parties. The Charter School shall have audits performed in compliance with any applicable laws, as such laws may be

changed from time to time. At the present time, ORS 338.095(3) requires that the Charter School to have an annual audit of the accounts of the Charter School prepared in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990, and requires that the annual audit be forwarded to the District, the State Board of Education, and the Department of Education. In addition, per ORS 338.095(4) other documents are required to be sent which are as follows: (a) A copy of the annual audit; (b) Any statements from the public charter school that show the results of all operations and transactions affecting the financial status of the public charter school during the preceding annual audit period for the school; and (c) A balance sheet containing a summary of the assets and liabilities of the public charter school as of the closing date of the preceding annual audit period for the school.

**13.7 Financial Management.** The Charter School shall operate in accordance with Generally Accepted Accounting Practices (GAAP) or other generally accepted standards of fiscal management, provided that the Charter School's accounting method shall comply in all instances with applicable governmental accounting requirements. Subject to this Agreement, the Charter School through its Board of Directors shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by the Charter School.

**13.8 Other Sources of Funds for Charter School: Fund-raising.** In addition to the funding under Section 13.2, the Charter School may accept gifts, donations, grants, and loans, including those described in ORS 338.155(9) and ORS 338.115(10). The District shall also transfer to the Charter School its proportionate share of any federal, state, or other government grants (or other funding) that are made to the District, where the amount of the grant (or other funding) is based on the District's (including the Charter School's) ADMw, ADMr, enrollment, or other count or calculation of number of students (examples would include lottery funds and school improvement fund grants). The Charter School shall comply with all state and federal laws regarding reporting of charitable contributions. The Charter School shall record all gifts, donations, loans, and grants in the financial records required in Section 13.6. As provided in ORS 338.125(11), the Charter School may conduct fund-raising activities, but shall not require a student to participate in fund-raising activities as a condition of admission to the Charter School or requisite for credit bearing activities.

## **14. Governance and Operation.**

### **14.1 Corporate Status: Governing Board.**

14.1.1 The Corporation is and will remain an Oregon nonprofit corporation throughout the term of this Agreement. The Corporation shall govern

and operate the Charter School as set forth in this Agreement, and the governing board of the Charter School will be the Board of Directors of the Corporation.

14.1.2 At the request of the District, the Corporation will give the District a copy of its Articles of Incorporation and Bylaws. If the Corporation makes any changes to its Articles of Incorporation or Bylaws, it will give copies of the changes to the District. If the District believes that any such changes violate either this Agreement or state or federal law, it will notify the Corporation. If the Corporation agrees, it will make necessary changes to the Articles or Bylaws to conform to this Agreement or the applicable law; if the parties do not agree, the matter will be resolved under Section 20.8.

14.1.3 The Corporation's Bylaws will include a provision specifying that upon termination of this Agreement or dissolution of the Charter School, the assets of the Charter School that were purchased with public funds shall be given to the State Board of Education, as provided in ORS 338.105(6).

**14.2 Exempt Status under Section 501(c)(3) of Internal Revenue Code.** As provided in ORS 338.035(2)(c), the Corporation has applied for and received its qualification as an exempt organization under Section 501 (c)(3) of the Internal Revenue Code. The Corporation shall have given the District a copy of the determination letter.

**14.3 Non-Religious; Nonsectarian Status.** As provided in ORS 338.035(8), the Charter School shall not be affiliated with any nonpublic sectarian school or religious institution. As provided in ORS 338.115(4), the Charter School shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based. The parties agree that leasing a facility from any nonpublic sectarian school or religious institution is not an affiliation with a nonpublic sectarian school or religious institution.

**14.4 Public Meetings.** The Corporation and its Board of Directors, when acting as the Governing Body of the Charter School, are subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.705.

**14.5 Operational Powers.** Subject to applicable federal and state laws and any restrictions in this Agreement, the Corporation and the Charter School shall have authority to exercise independently all powers granted to nonprofit corporations and Charter Schools under Oregon law.

**15. Employment Matters.**

**15.1 Corporation is Employer.** All provisions of this Section 15 are subject to state and federal laws and applicable collective bargaining Agreements, if any. The District shall not be the employer of any employees of the Corporation or the Charter School. The Corporation may choose to enter into contracts to provide services to the School or to fulfill responsibilities of the Charter School under this Agreement, in which case the people actually providing the services or fulfilling the responsibilities will be employees of such contractor; otherwise, the Corporation will be the employer of the staff at Charter School. The Corporation shall control the selection of employees.

**15.2 Staff Hiring; Compensation; Benefits; PERS.**

15.2.1 The Corporation governing board, at its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate Charter School employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits. The Charter School will be responsible for providing substitutes for all Charter School teachers requiring substitutes. The Charter School is responsible for providing all mandated training to its employees.

15.2.2 At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the Charter School shall be licensed in accordance with ORS 338.135(7). For any individual hired as a teacher, the Charter School shall provide the District with evidence of Teacher Standards and Practices Commission (TSPC) licensure or TSPC registration, if any, or other qualification within sixty (60) days after the individual's initial date of hire.

15.2.3 For any employee of the District who chooses to work for the Charter School, any leave of absence from the District shall be governed by ORS 338.135.

15.2.4 Licensed and classified staff and other employees of the Charter School will not be included in the District's respective bargaining units. Employee membership in a labor organization and collective bargaining shall be governed by ORS 338.135.

15.2.5 Pursuant to ORS 338.135(5), the Charter School shall participate in the Public Employees Retirement System (PERS) for its employees.

**15.3 Employee Records.** The Charter School shall be responsible for establishing and maintaining personnel records for its employees, and for the maintenance, retention, and disclosure of employee records, all in compliance with all applicable federal and state laws. The Charter School shall meet any and all

reporting obligations to the TSPC regarding its employees. The Charter School shall comply with ORS 342.850(8) and adopt rules governing access to personnel files.

**15.4 Criminal Records Checks.** As provided in ORS 338.115(1)(h), ORS 181A.195, 326.603, 326.607, and 342.223 (relating to criminal records checks) shall apply to the Charter School. The Corporation shall not knowingly employ an individual (i) for whom a criminal background investigation has not been initiated or (ii) who has been convicted of an offense that would preclude that individual from working in a public school in Oregon. No later than October 15 of each school year that the Charter School is in operation under this Agreement, the Corporation shall provide to the District a list containing the names and job positions of all its employees. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law.

**16. Application of and Compliance with Laws.**

**16.1 Compliance with Laws; Non-Exemption from Certain Laws.** The Corporation and the Charter School shall comply with all applicable federal, state, and local laws and regulations (including Oregon Administrative Rules developed by the Oregon Department of Education regarding Charter Schools). As provided in ORS 338.115(1), although statutes and rules that apply to school district boards, school districts, or other public schools shall generally not apply to the Charter School, the following laws shall apply to the Charter School:

- (a) Federal law.
- (b) ORS 192.311 to 192.478 (Public Records Law).
- (c) ORS 192.610 to 192.705 (Public Meetings Law).
- (d) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law).
- (e) ORS 181A.195, 326.603, 326.607, and 342.223 (Criminal Records Checks).
- (f) ORS 337.150 (Textbooks).
- (g) ORS 339.141, 339.147, and 339.155 (Tuition and Fees).
- (h) ORS 332.505 (2), ORS 659.850 and 659.855 and 659.860 (Discrimination).
- (i) ORS 30.260 to 30.300 (Tort Claims).
- (j) Health and safety statutes and rules.

- (k) The statewide assessment system developed by the Department of Education under ORS 329.485(2).
- (l) ORS 329.045 (Academic Content Areas).
- (m) Any statute or rule that establishes requirements for instructional time provided by a school each day or during a year.
- (n) ORS Chapter 338.
- (m) ORS 339.250(9) (prohibition of infliction of corporal punishment).
- (o) ORS 339.370 to 339.400 (reporting of child abuse and sexual conduct and training on prevention and identification of child abuse and sexual conduct).
- (p) ORS 342.856 (core teaching standards)
- (q) ORS Chapter 657 (Employment Department Law).
- (r) ORS 339.326 (Notice of Juvenile Court Petitions).
- (s) ORS chapters 279A, 279B and 279C (Public Contracting Code).
- (t) ORS 326.565, 326.575 and 326.580 (student records).
- (u) ORS 329.496 (physical education).
- (v) ORS 339.119 (consideration for educational services).
- (w) ORS 336.840 (use of personal electronic devices)
- (x) Statutes and rules that expressly apply to public charter schools.
- (y) Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109.
- (z) Any statute or rule listed in this Charter Agreement.

**16.2 Waiver.** As provided in ORS 338.025(2), the Charter School may apply to the State Board of Education to grant a waiver of any provision of ORS Chapter 338. The Charter School shall give the District a copy of any application for a waiver prior to submitting the application to the State Board of Education and shall give the District a copy of any grant of a waiver promptly after receiving it.

**16.3 Amendment of Agreement to Conform to New and Amended Laws.** The parties intend that where this Agreement refers to federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments, unless such amendments do not apply to Charter Schools. To illustrate, under Section 13.6 of this Agreement, the Charter School is required to have an annual audit prepared in accordance with the Municipal Audit Law,

because ORS 338.095(3) requires this to be done. However, if ORS 338.095(3) were to be amended so that different audit standards were to apply to Charter Schools, the parties intend that thereafter they would be bound by the law as amended; the Charter School would not be required to continue to have audits performed in accordance with the Municipal Audit Law, notwithstanding the language in Section 13.6. If, at any time during the term of this Agreement, the state amends existing statutes or develops any new rules, regulations, or statutes that may affect the terms of this Agreement, change restrictions or requirements on the Charter School, or otherwise affect the Charter School, the Charter School and the District shall review this Agreement and conform it accordingly.

**16.4 School and District Policies.** The Charter School shall adopt policies as may be required by law and may in its discretion adopt other policies governing operation of the Charter School; the Charter School shall make such policies available for review at the District's request.

**17. Insurance and Indemnification.**

**17.1 Insurance; Proof; Renewals.** The Corporation shall, at its own expense, secure and retain and provide proof of insurance of the types and in amounts set forth in this Section 17. As provided in ORS 338.115(13), prior to beginning operation, the Corporation shall show proof of such insurance to the District; copies of certificates on insurance shall suffice as proof. If the Corporation fails to provide such a certificate within ten (10) days after demand by the District, the District may purchase the insurance required and bill the Corporation. The Corporation shall procure and pay for renewals of such insurance prior to the time of expiration of such policies, and the Corporation shall deliver to the District certificates of such renewal policies before the expiration of any existing policy.

**17.2 Property Insurance.** The Corporation shall ensure that (a) all Charter School facilities are insured under an all-risk or special forms policy of insurance [such insurance may be purchased by the owner of the building or by the Corporation]; and (b) such policies are a replacement cost policy.

**17.3 Commercial General Liability Insurance.**

17.3.1 The Corporation shall maintain a commercial general liability insurance policy (occurrence form) with respect to the Charter School facility and the operation of the Charter School, in accordance with this Agreement. The Corporation shall maintain such a policy thereafter throughout the term of the Agreement, including all extensions and renewals.

17.3.2 Subject to the following sentence, the limit of the Corporation policy shall be a minimum of \$2,000,000 for bodily injury and property damage per occurrence, \$2,000,000 annual aggregate. The minimum limits of liability may be satisfied by using a combination of commercial general liability insurance and commercial excess/umbrella liability insurance (following form). In addition, the Corporation's policy shall contain coverage for premises medical payments in a minimum amount of \$5,000.

17.3.3 Such policy shall provide for contractual liability coverage with respect to the indemnity obligation set forth in Section 17.9 of this Agreement.

**17.4 Liability Insurance for Directors and Officers.** The Corporation shall procure and maintain liability insurance for directors and officers in an amount not less than \$1,000,000 each loss, \$1,000,000 each policy year, covering the Charter School, the Corporation, the governing Board of the Charter School, employees, and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of this Agreement.

**17.5 Business Auto Liability Insurance.** The Corporation shall procure and maintain business auto liability insurance with coverage for all owned, non-owned, and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence for bodily injury and property damage.

**17.6 Workers' Compensation Insurance.** The Corporation shall procure and maintain workers' compensation insurance pursuant to ORS Chapter 656 on all Charter School employees.

**17.7 Honesty Bond.** The Corporation shall procure and maintain an honesty bond or proof of crime coverage to cover all employees and volunteers of the Charter School. Limits are to be determined by the Charter School governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities.

**17.8 Policy Requirements.** The insurance policies required by this Agreement (i) with respect only to the commercial general policy under Section 2 and the business auto liability policy under Section 4, shall name the District as an additional insured; (ii) shall be issued for periods of not less than one year; (iii) shall be issued by insurance companies admitted to do business in the state of Oregon; and (iv) shall contain a provision that they cannot be cancelled, reduced in amount, substantially modified, or not renewed without thirty (30) days prior written notice to the other party.

## **17.9 Indemnification.**

**17.9.1 Charter School Indemnifies District.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the Corporation agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims, and demands, including attorney fees, on account of injury, loss or damage, including, without limitation, claims arising from (1 ) the possession, occupancy or use of property of Charter School (including afterschool use of buildings by outside groups), its faculty, students, patrons, employees, guest, or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of Charter School's operations. The Corporation agrees to indemnify, hold harmless and defend the District from all contract claims in which the Corporation or the Charter School has obligated the District without the District's prior written approval. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any District Board member, officer, employee or agent. This indemnification shall not apply to any damages incurred regarding any act or omission of the Corporation or the Charter School that is later determined to be required by law or this Agreement. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

**17.9.2 District Indemnifies Charter School.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the District agrees to indemnify and hold the Corporation and the Charter School, its Board, agents, and employees harmless from all liability, claims, and demands, including attorney fees, on account of injury, loss or damage, including without limitations, claims arising from (1 ) civil rights violation, IDEA violations, bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever which arise out of or are in any manner connected with District's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Corporation or Charter School Board member, officer, or employee. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act of any District employee working at the Charter School whose negligent or wrongful act or omission is caused or directed by the Corporation or the Charter School. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this Agreement. The foregoing provision shall

not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

**17.9.3 Survival of Indemnification.** This indemnification, defense, and hold harmless obligation on behalf of the Corporation and the District shall survive the termination of the Agreement. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

## **18. Relationship between District and Charter School.**

**18.1 Full Faith and Credit.** The Corporation agrees that it will not extend the faith and credit of the District to any third person or entity. The Corporation acknowledges and agrees that it has no authority to enter into a contract that would bind the District. The Charter School's governing board has the authority to approve contracts to which the Corporation or the Charter School is a party, subject to the requirements and limitations of the Oregon Constitution, state law, and the provisions of this Agreement.

**18.2 District Disclaimer of Liability.** The parties to this Agreement expressly acknowledge that the Corporation is not operating as the agent, or under the direction and control, of the District Board except as required by law or this Agreement, and that the District Board assumes no liability for any loss or injury resulting from:

18.2.1 The acts or omissions of the Corporation (or the Charter School), its directors, trustees, agents, or employees; except when such acts or omissions are caused or directed by the District or its employees or agents;

18.2.2 The use and occupancy of the building occupied by the Charter School or any matter in connection with the condition of such building; or

18.2.3 Any debt or contractual obligation incurred by the Corporation (or Charter School).

## **19. Termination.**

**19.1 Grounds for Termination.** As provided in ORS 338.105(1), the grounds for termination of the Agreement by the District are as follows:

(a) Failure to meet the terms of the Agreement or ORS Chapter 338.

- (b) Failure to meet the requirements for student performance stated in this Agreement.
- (c) Failure to correct a violation of a federal or state law that is described in ORS 338.115.
- (d) Failure to maintain insurance as described in this Agreement.
- (e) Failure to maintain financial stability.
- (f) Failure to maintain, for one or more consecutive years, a sound financial management system.

The grounds for termination of the Agreement by the Corporation are a failure of the District to meet the terms of the Agreement or ORS Chapter 338. As provided by ORS 338.105(7) the Corporation may only terminate the Charter, dissolve or close the school at the end of a semester.

## **19.2 Notice of Breach: Opportunity to Cure: Dispute Resolution.**

19.2.1 The parties recognize that the grounds for termination in Section 19.1 may involve subjective judgment and may involve disputes between the parties as to whether proper grounds for termination exist, and therefore the following process is agreed to as a means for dealing with alleged breaches of this Agreement.

19.2.2 If the District believes that any breach of this Agreement by the Charter School has occurred, it will give the Charter School written notice setting forth the alleged breach.

19.2.3 If the Charter School agrees that a breach has occurred, the Charter School will cure the breach within thirty (30) days after the District notice was given. If, however, the breach is such that the Charter School, by acting with due diligence, could not reasonably complete the cure within such time, the Charter School shall not be in default unless the Charter School either (a) fails to commence to cure the breach within such 30-day or other specified period, or (b) fails to diligently prosecute to completion all steps necessary to completely remedy the breach as soon as is reasonably practicable after the District gives such notice.

19.2.4 If the Charter School does not agree that a breach has occurred, the Charter School will give the District a written explanation of the reasons why it believes no breach has occurred. The parties will then attempt in good faith to resolve their differences, and either party may at any time demand resolution of the dispute under Section 20.8.

19.2.5 The provisions of 19.2.2-19.2.4 shall apply in the same manner to the District as to the Charter School if the Charter School believes that the District has breached this Agreement.

**19.3 Notice of Intent to Terminate: Hearing: Appeal.**

19.3.1 If the breach by the Charter School has not been timely cured, or if it cannot be cured, and if the matter is not being resolved by mediation, then the District may decide to terminate this Agreement, in which case it will give the Charter School sixty (60) days prior written notice of its intent to terminate this Agreement. Such notice shall state the grounds for termination.

19.3.2 The Charter School may appeal the District's decision to terminate this Agreement directly to the District Board. Charter School may respond to the allegations in the District's written notification by offering documentary evidence and oral argument. The District bears the burden of proving the allegations in the written notification by a preponderance of the evidence. Charter School has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence.

19.3.3 The Board's decision may only be appealed to the Oregon Department of Education according to ORS 338.105(3).

**19.4 Prompt Termination for Health and Safety Reasons.**

19.4.1 As provided in ORS 338.105(4), notwithstanding Sections 19.1-19.3, the District may terminate this Agreement immediately and close the Charter School if the Charter School is endangering the health or safety of its students. The Charter School governing body may request a hearing from the District on the termination of this Agreement under this Subsection 19.4. The District shall hold a hearing within ten (10) days after receiving the request.

19.4.2 The Charter School governing body may appeal a decision of the District under this Subsection 19.4 to the State Board of Education. The State Board of Education shall hold a hearing within ten (10) days after receiving the appeal request.

19.4.3 Throughout the appeals process, the Charter School shall remain closed at the discretion of the District unless the State Board of Education orders the District to open the Charter School and not terminate this Agreement.

**19.5 Termination by Charter School; Dissolution.**

19.5.1 As provided in ORS 338.105(7), the Charter School governing body may only terminate the Agreement or dissolve or close the Charter School at the end of a semester, unless the District agrees to another date. If the Charter School intends to terminate this Agreement or dissolve or close the Charter School, it shall give notice to the District at least one hundred and eighty (180) days prior to the proposed effective date of the termination, closure, or dissolution.

19.5.2 If the Charter School should cease operations for whatever reason, including, but not limited to, the non-renewal or termination of this Agreement, or dissolution of the Corporation, it is agreed that the Charter School governing board shall supervise and have authority to conduct the winding up of the business and affairs of the Charter School; provided, however, that in doing so, the District does not assume any liability incurred by the Charter School beyond the funds allocated to it by the District under this Agreement.

**19.6 Effects of Termination or Dissolution.** Until the effective date of termination of this Agreement, the District shall continue to make the funding payments under Section 13. As provided in ORS 338.105(5), termination of this Agreement shall not abridge the Charter School's legal authority to operate as a private or non-chartered public school. Upon dissolution or termination, all permanent student education records shall be transferred to the District as required by ORS 338.105(6)(b).

**19.7 Assets Currently Owned by Corporation; Property Inventory Control.** The Corporation shall maintain records of purchase orders for all assets that cost \$1,000 or more. These records shall indicate whether the assets were purchased with public funds (as defined in Section 19.8) or nonpublic funds. No later than October 15 of each year that the Charter School is in operation, the Corporation shall provide the District with a copy of this purchase order record for the preceding fiscal year.

**19.8 Definition of Public Funds.** For purposes of this Contract, public funds shall include any and all funds distributed to the Corporation;

18.8.1 By the District, pursuant to ORS 338.155 and ORS 338.165, and

18.8.2 By the Oregon Department of Education, including any and all federal grant funds that the Corporation may apply for and be awarded by the Oregon Department of Education, and

18.8.3 By any agency, division, or branch of the United States Government, or any entity created by an agency, division, or branch of the United States Government.

## **19.9 Distribution of Assets upon Termination.**

19.9.1 Section 19.9 will apply if this Contract is terminated, at expiration of the term (including all extensions and renewals), upon dissolution of the Corporation, or for any other reason that the Charter School ceases operations as a public Charter School under this Contract.

19.9.2 If any of the foregoing events in 19.9.1 occurs, all assets purchased with public funds and still owned by the Corporation shall be given to the State Board of Education in accordance with ORS 338.105(6). The Corporation will be entitled to retain ownership of any asset that the Corporation has acquired through the expenditure of non-public funds.

19.9.3 The parties acknowledge that assets costing less than \$1,000 may have little value at the time Section 19.9 applies. Therefore, the Corporation will not be held responsible by the District for identifying assets costing less than \$1,000, purchased with public funds, and giving them back to the State Board of Education, but the District does not waive any rights that the State Board of Education may have to enforce ORS 338.105(6). If the Corporation does not maintain records of purchase orders for all assets, or cannot provide records showing that an asset was purchased with non-public funds, then it shall be assumed that the asset was purchased with public funds, and upon termination, the asset in question shall be given to the State Board of Education pursuant to ORS 338.105(6).

## **20. Miscellaneous Provisions.**

**20.1 Entire Agreement.** This Agreement, with, contains all terms, conditions, and provisions of the Agreement between the parties relating to creation and operation of the Charter School and contains the entire understanding and all representations of understandings and discussions of the parties relating thereto. All prior Agreements, representations, drafts, statements, understandings, and discussions are merged herein and superseded and cancelled by this Agreement. Neither party is relying upon any statement or representation not embodied in this Agreement or in any other written Agreement made concurrently herewith.

**20.2 Severability.** If any provision of this Agreement is determined to be unenforceable or invalid by a court of law for any reason, the remainder of the Agreement shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Agreement.

**20.3 Amendment.** This Agreement may be modified or amended only by written Agreement between the Corporation and the District Superintendent (or designee) or District Board.

**20.4 Delegation by District.** The parties agree and acknowledge that the functions and powers of the District Board may be exercised by the Superintendent of the District, or by the Superintendent's designee, provided that any ultimate decision regarding renewal, non-renewal, or termination of this Agreement may be made only by the District Board.

The parties agree and acknowledge that the functions and powers of the Charter School or Corporation may be exercised by the Executive Director of the Charter School or Corporation, or by the Executive Director's designee, provided that any ultimate decision regarding renewal, nonrenewal, or termination of this Agreement may be made only by the Board of Directors of the Corporation.

**20.5 No Waiver.** The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the Agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

**20.6 Governing Law.** This Agreement shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflicts of law provisions.

**20.7 Notice.** Any notice, statement, demand, request, consent, approval, or other communication (collectively referred to in this Section 20.7 as "notices" or "notice") required or permitted to be given or made by either party, or its agent, to the other, pursuant to this Agreement or pursuant to any applicable law or requirement of public authority, shall be in writing and given by one of the following methods (with the effective date of the notice to be as set forth below):

(a) By personal delivery to the person indicated on the execution page of this Agreement (to be effective when actually delivered);

(b) By e-mail with receipt notification function and/or by reply.

(c) By registered or certified mail, postage prepaid, with return receipt requested (to be deemed effective two [2] days after mailing);  
or

(d) By nationally recognized reputable overnight courier, prepaid (to be deemed effective on the date that the courier warrants that delivery will occur).

Notice sent by courier or mail shall be addressed to the other party [to the attention of the person and title of such person identified on the execution page of this Agreement] at the address set forth on the execution page of this Agreement or such other person or address which may be designated by a party in writing. The District's Chief Financial Officer, Assistant Superintendent and the Charter School Executive Director shall be included on all communication methods outlined above.

**20.8 Dispute Resolution; Mandatory Mediation.**

20.8.1 If any dispute arises between the District and the Charter School concerning this Agreement, including, without limitation, an allegation of any breach or default, any such dispute shall be subject to mandatory mediation. All such disputes shall be resolved and concluded only in accordance with this section as titled above. The party requesting mediation shall do so by giving written notice to that effect to the other party, specifying in the notice the nature of the dispute.

20.8.2 If the parties cannot agree upon a mediator, either party may request the Oregon Department of Education to appoint the mediator.

20.8.3 At any time during the mediation process, or if the parties are unable to reach an agreement through mediation, either party may give notice to the other party and to the mediator that it is terminating its participation in the mediation; after that, either party may take further action only by requesting a hearing before and a decision by the District Board.

20.8.4 The parties shall share equally the fees and expenses of any mediator and each party shall pay its own expenses incurred incident to the mediation process.

20.8.5 As to any dispute that is not being determined through mediation, the Charter School may request a hearing before a decision by the District Board.

20.8.6 The Charter School may appeal to the State Board of Education concerning the matters in dispute that are within its jurisdiction under ORS Chapter 338. The decision of the State Board of Education on any such dispute shall be final.

- 20.9 Attorney Fees.** In the event that suit or action is commenced contrary to the provisions of Section 20.8 regarding dispute resolution to interpret or enforce the terms of this Agreement, to exercise any remedy on account of default, or otherwise relating to the provisions of this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its reasonable attorney fees and costs, in addition to all other sums provided by law, at trial and on any reviews or appeals. Such sums shall be determined within the discretion of the court.
- 20.10 Assignment; Successors and Assigns.** This Agreement may not be assigned by the Corporation under any circumstances, it being expressly understood that the charter granted by the Agreement runs solely and exclusively to the Corporation for operation of the Charter School. This does not limit the Corporation's or the Charter School's right to enter into contracts and Agreements to the full extent allowed to Charter Schools under Oregon law. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement bind and benefit the legal representatives, successors, and assigns of the parties.
- 20.11 Prior Actions.** As a condition precedent to this Agreement becoming effective on the effective date specified above in Section 2.1, the Corporation shall have taken, completed, and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date.
- 20.12 Corporation Authority to Enter Into Agreement.** The Corporation expressly affirms that the signatories on its behalf who sign below have that authority to enter into this Agreement on behalf of the Corporation and that the Board of Directors of the Corporation has duly approved this Agreement. The Corporation shall provide to the District a copy of its written resolution authorizing the Corporation to enter into this Agreement.
- 20.13 Definition of Business Day.** For the purpose of this Agreement, "business day" means a day in which the District administrative offices are open. "Business day" does not include Saturday, Sunday, official state holidays listed in ORS 336.010, federal holidays, District-scheduled spring vacation, any day(s) in which the administrative office is closed due to inclement weather, or any day that the District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or their designee, any instrumentality of the City of Hillsboro, any instrumentality of Washington County, the state of Oregon, or federal government.
- 20.14 Incorporation of Exhibits.** Goals and Evaluation, referred to in Section 11.4 (Exhibit A) are attached hereto and incorporated herein by this reference.

EXECUTED this 27<sup>th</sup> day of May, 2025.

City View Charter School, an Oregon nonprofit corporation operating the City View Charter School

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

Title: \_\_\_\_\_

Board of Education of Hillsboro School District 1J

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

Title: \_\_\_\_\_

Address for Notice Purposes:

\_\_\_\_\_/Executive Director

1920 NE Stucki Ave.  
Hillsboro, OR 97006  
Telephone: 503-844-9429  
Fax: 503-844-9425

Address for Notice Purposes:

Superintendent  
Hillsboro School District  
3800 N.E. 49<sup>th</sup> Place  
Hillsboro, Oregon 97123  
Telephone: 503-844-1500  
Fax: 503-844-1540

SCHEDULE 1  
Schedule of Loan Payments

| Date       | Total Monthly Debt<br>Service & Trustee |
|------------|---|
| 1/15/2024  | \$ 40,539.57                            |
| 2/15/2024  | 40,539.57                               |
| 3/15/2024  | 40,539.57                               |
| 4/15/2024  | 69,793.11                               |
| 5/15/2024  | 139,586.22                              |
| 6/15/2024  |   |
| 7/15/2024  | 110,279.33                              |
| 8/15/2024  | 110,279.33                              |
| 9/15/2024  | 110,279.33                              |
| 10/15/2024 | 110,279.33                              |
| 11/15/2024 | 110,279.33                              |
| 12/15/2024 | 110,279.33                              |
| 1/15/2025  | 110,279.33                              |
| 2/15/2025  | 110,279.33                              |
| 3/15/2025  | 110,279.33                              |
| 4/15/2025  | 110,279.33                              |
| 5/15/2025  | 220,558.67                              |
| 6/15/2025  | 0.00                                    |
| 7/15/2025  | 119,334.33                              |
| 8/15/2025  | 119,334.33                              |
| 9/15/2025  | 119,334.33                              |
| 10/15/2025 | 119,334.33                              |
| 11/15/2025 | 119,334.33                              |
| 12/15/2025 | 119,334.33                              |
| 1/15/2026  | 135,633.33                              |
| 2/15/2026  | 135,633.33                              |
| 3/15/2026  | 135,633.33                              |
| 4/15/2026  | 135,633.33                              |
| 5/15/2026  | 271,266.67                              |
| 6/15/2026  | 0.00                                    |
| 7/15/2026  | 135,633.33                              |
| 8/15/2026  | 135,633.33                              |
| 9/15/2026  | 135,633.33                              |
| 10/15/2026 | 135,633.33                              |
| 11/15/2026 | 135,633.33                              |
| 12/15/2026 | 135,633.33                              |
| 1/15/2027  | 135,633.33                              |
| 2/15/2027  | 135,633.33                              |

|            |                         |
|------------|-------------------------|
| 3/15/2027  | 135,633.33              |
| 4/15/2027  | 135,633.33              |
| 5/15/2027  | 271,266.67              |
| 6/15/2027  | 0.00                    |
| 7/15/2027  | 135,633.33              |
| 8/15/2027  | 135,633.33              |
| 9/15/2027  | 135,633.33              |
| 10/15/2027 | 135,633.33              |
| 11/15/2027 | 135,633.33              |
| 12/15/2027 | 135,633.33              |
| 1/15/2028  | 135,633.33              |
| 2/15/2028  | 135,633.33              |
| 3/15/2028  | 135,633.33              |
| 4/15/2028  | 135,633.33              |
| 5/15/2028  | 271,266.67              |
| 6/15/2028  | 0.00                    |
| 7/15/2028  | 135,633.33              |
| 8/15/2028  | 135,633.33              |
| 9/15/2028  | 135,633.33              |
| 10/15/2028 | 135,633.33              |
| 11/15/2028 | 135,633.33              |
| 12/15/2028 | 135,633.33              |
| 1/15/2029  | 135,633.33              |
| 2/15/2029  | 135,633.33              |
| 3/15/2029  | 135,633.33              |
| 4/15/2029  | 135,633.33              |
| 5/15/2029  | 271,266.67              |
| 6/15/2029  | 0.00                    |
| 7/15/2029  | 135,633.33              |
| 8/15/2029  | 135,633.33              |
| 9/15/2029  | 135,633.33              |
| 10/15/2029 | 135,633.33              |
| 11/15/2029 | 135,633.33              |
| 12/15/2029 | 135,633.33 <sup>1</sup> |
| 1/15/2030  | 135,633.33              |
| 2/15/2030  | 135,633.33              |
| 3/15/2030  | 135,633.33              |
| 4/15/2030  | 135,633.33              |
| 5/15/2030  | 271,266.67              |
| 6/15/2030  | 0.00                    |
| 7/15/2030  | 135,633.33              |
| 8/15/2030  | 135,633.33              |

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|-----------|------------|
| 9/15/2030 | 135,633.33 |
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|            |            |
|------------|------------|
| 10/15/2030 | 135,633.33 |
| 11/15/2030 | 135,633.33 |
| 12/15/2030 | 135,633.33 |
| 1/15/2031  | 135,633.33 |
| 2/15/2031  | 135,633.33 |
| 3/15/2031  | 135,633.33 |
| 4/15/2031  | 135,633.33 |
| 5/15/2031  | 271,266.67 |
| 6/15/2031  | 0.00       |
| 7/15/2031  | 135,633.33 |
| 8/15/2031  | 135,633.33 |
| 9/15/2031  | 135,633.33 |
| 10/15/2031 | 135,633.33 |
| 11/15/2031 | 135,633.33 |
| 12/15/2031 | 135,633.33 |
| 1/15/2032  | 135,633.33 |
| 2/15/2032  | 135,633.33 |
| 3/15/2032  | 135,633.33 |
| 4/15/2032  | 135,633.33 |
| 5/15/2032  | 271,266.67 |
| 6/15/2032  | 0.00       |
| 7/15/2032  | 135,633.33 |
| 8/15/2032  | 135,633.33 |
| 9/15/2032  | 135,633.33 |
| 10/15/2032 | 135,633.33 |
| 11/15/2032 | 135,633.33 |
| 12/15/2032 | 135,633.33 |
| 1/15/2033  | 135,633.33 |
| 2/15/2033  | 135,633.33 |
| 3/15/2033  | 135,633.33 |
| 4/15/2033  | 135,633.33 |
| 5/15/2033  | 271,266.67 |
| 6/15/2033  | 0.00       |
| 7/15/2033  | 135,633.33 |
| 8/15/2033  | 135,633.33 |
| 9/15/2033  | 135,633.33 |
| 10/15/2033 | 135,633.33 |
| 11/15/2033 | 135,633.33 |
| 12/15/2033 | 135,633.33 |
| 1/15/2034  | 168,966.67 |
| 2/15/2034  | 168,966.67 |
| 3/15/2034  | 168,966.67 |
| 4/15/2034  | 168,966.67 |

|            |            |
|------------|------------|
| 5/15/2034  | 337,933.33 |
| 6/15/2034  | 0.00       |
| 7/15/2034  | 168,966.67 |
| 8/15/2034  | 168,966.67 |
| 9/15/2034  | 168,966.67 |
| 10/15/2034 | 168,966.67 |
| 11/15/2034 | 168,966.67 |
| 12/15/2034 | 168,966.67 |
| 1/15/2035  | 169,150.00 |
| 2/15/2035  | 169,150.00 |
| 3/15/2035  | 169,150.00 |
| 4/15/2035  | 169,150.00 |
| 5/15/2035  | 338,300.00 |
| 6/15/2035  | 0.00       |
| 7/15/2035  | 169,150.00 |
| 8/15/2035  | 169,150.00 |
| 9/15/2035  | 169,150.00 |
| 10/15/2035 | 169,150.00 |
| 11/15/2035 | 169,150.00 |
| 12/15/2035 | 169,150.00 |
| 1/15/2036  | 169,100.00 |
| 2/15/2036  | 169,100.00 |
| 3/15/2036  | 169,100.00 |
| 4/15/2036  | 169,100.00 |
| 5/15/2036  | 338,200.00 |
| 6/15/2036  | 0.00       |
| 7/15/2036  | 169,100.00 |
| 8/15/2036  | 169,100.00 |
| 9/15/2036  | 169,100.00 |
| 10/15/2036 | 169,100.00 |
| 11/15/2036 | 169,100.00 |
| 12/15/2036 | 169,100.00 |
| 1/15/2037  | 169,216.67 |
| 2/15/2037  | 169,216.67 |
| 3/15/2037  | 169,216.67 |
| 4/15/2037  | 169,216.67 |
| 5/15/2037  | 338,433.33 |
| 6/15/2037  | 0.00       |
| 7/15/2037  | 169,216.67 |
| 8/15/2037  | 169,216.67 |
| 9/15/2037  | 169,216.67 |
| 10/15/2037 | 169,216.67 |

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|------------|------------|
| 11/15/2037 | 169,216.67 |
|------------|------------|

|            |            |
|------------|------------|
| 12/15/2037 | 169,216.67 |
| 1/15/2038  | 169,483.33 |
| 2/15/2038  | 169,483.33 |
| 3/15/2038  | 169,483.33 |
| 4/15/2038  | 169,483.33 |
| 5/15/2038  | 338,966.67 |
| 6/15/2038  | 0.00       |
| 7/15/2038  | 169,483.33 |
| 8/15/2038  | 169,483.33 |
| 9/15/2038  | 169,483.33 |
| 10/15/2038 | 169,483.33 |
| 11/15/2038 | 169,483.33 |
| 12/15/2038 | 169,483.33 |
| 1/15/2039  | 169,850.00 |
| 2/15/2039  | 169,850.00 |
| 3/15/2039  | 169,850.00 |
| 4/15/2039  | 169,850.00 |
| 5/15/2039  | 339,700.00 |
| 6/15/2039  | 0.00       |
| 7/15/2039  | 169,850.00 |
| 8/15/2039  | 169,850.00 |
| 9/15/2039  | 169,850.00 |
| 10/15/2039 | 169,850.00 |
| 11/15/2039 | 169,850.00 |
| 12/15/2039 | 169,850.00 |
| 1/15/2040  | 169,883.33 |
| 2/15/2040  | 169,883.33 |
| 3/15/2040  | 169,883.33 |
| 4/15/2040  | 169,883.33 |
| 5/15/2040  | 339,766.67 |
| 6/15/2040  | 0.00       |
| 7/15/2040  | 169,883.33 |
| 8/15/2040  | 169,883.33 |
| 9/15/2040  | 169,883.33 |
| 10/15/2040 | 169,883.33 |
| 11/15/2040 | 169,883.33 |
| 12/15/2040 | 169,883.33 |
| 1/15/2041  | 169,966.67 |
| 2/15/2041  | 169,966.67 |
| 3/15/2041  | 169,966.67 |
| 4/15/2041  | 169,966.67 |
| 5/15/2041  | 339,933.33 |
| 6/15/2041  | 0.00       |

|            |            |
|------------|------------|
| 7/15/2041  | 169,966.67 |
| 8/15/2041  | 169,966.67 |
| 9/15/2041  | 169,966.67 |
| 10/15/2041 | 169,966.67 |
| 11/15/2041 | 169,966.67 |
| 12/15/2041 | 169,966.67 |
| 1/15/2042  | 170,083.33 |
| 2/15/2042  | 170,083.33 |
| 3/15/2042  | 170,083.33 |
| 4/15/2042  | 170,083.33 |
| 5/15/2042  | 340,166.67 |
| 6/15/2042  | 0.00       |
| 7/15/2042  | 170,083.33 |
| 8/15/2042  | 170,083.33 |
| 9/15/2042  | 170,083.33 |
| 10/15/2042 | 170,083.33 |
| 11/15/2042 | 170,083.33 |
| 12/15/2042 | 170,083.33 |
| 1/15/2043  | 170,616.67 |
| 2/15/2043  | 170,616.67 |
| 3/15/2043  | 170,616.67 |
| 4/15/2043  | 170,616.67 |
| 5/15/2043  | 341,233.33 |
| 6/15/2043  | 0.00       |
| 7/15/2043  | 170,616.67 |
| 8/15/2043  | 170,616.67 |
| 9/15/2043  | 170,616.67 |
| 10/15/2043 | 170,616.67 |
| 11/15/2043 | 170,616.67 |
| 12/15/2043 | 170,616.67 |
| 1/15/2044  | 170,666.67 |
| 2/15/2044  | 170,666.67 |
| 3/15/2044  | 170,666.67 |
| 4/15/2044  | 170,666.67 |
| 5/15/2044  | 341,333.33 |
| 6/15/2044  | 0.00       |
| 7/15/2044  | 170,666.67 |
| 8/15/2044  | 170,666.67 |
| 9/15/2044  | 170,666.67 |
| 10/15/2044 | 170,666.67 |
| 11/15/2044 | 170,666.67 |
| 12/15/2044 | 170,666.67 |

|           |            |
|-----------|------------|
| 1/15/2045 | 171,066.67 |
|-----------|------------|

|            |            |
|------------|------------|
| 2/15/2045  | 171,066.67 |
| 3/15/2045  | 171,066.67 |
| 4/15/2045  | 171,066.67 |
| 5/15/2045  | 342,133.33 |
| 6/15/2045  | 0.00       |
| 7/15/2045  | 171,066.67 |
| 8/15/2045  | 171,066.67 |
| 9/15/2045  | 171,066.67 |
| 10/15/2045 | 171,066.67 |
| 11/15/2045 | 171,066.67 |
| 12/15/2045 | 171,066.67 |
| 1/15/2046  | 171,316.67 |
| 2/15/2046  | 171,316.67 |
| 3/15/2046  | 171,316.67 |
| 4/15/2046  | 171,316.67 |
| 5/15/2046  | 342,633.33 |
| 6/15/2046  | 0.00       |
| 7/15/2046  | 171,316.67 |
| 8/15/2046  | 171,316.67 |
| 9/15/2046  | 171,316.67 |
| 10/15/2046 | 171,316.67 |
| 11/15/2046 | 171,316.67 |
| 12/15/2046 | 171,316.67 |
| 1/15/2047  | 171,800.00 |
| 2/15/2047  | 171,800.00 |
| 3/15/2047  | 171,800.00 |
| 4/15/2047  | 171,800.00 |
| 5/15/2047  | 343,600.00 |
| 6/15/2047  | 0.00       |
| 7/15/2047  | 171,800.00 |
| 8/15/2047  | 171,800.00 |
| 9/15/2047  | 171,800.00 |
| 10/15/2047 | 171,800.00 |
| 11/15/2047 | 171,800.00 |
| 12/15/2047 | 171,800.00 |
| 1/15/2048  | 172,033.33 |
| 2/15/2048  | 172,033.33 |
| 3/15/2048  | 172,033.33 |
| 4/15/2048  | 172,033.33 |
| 5/15/2048  | 344,066.67 |
| 6/15/2048  | 0.00       |

|           |            |
|-----------|------------|
| 7/15/2048 | 172,033.33 |
| 8/15/2048 | 172,033.33 |

|            |            |
|------------|------------|
| 9/15/2048  | 172,033.33 |
| 10/15/2048 | 172,033.33 |
| 11/15/2048 | 172,033.33 |
| 12/15/2048 | 172,033.33 |
| 1/15/2049  | 172,400.00 |
| 2/15/2049  | 172,400.00 |
| 3/15/2049  | 172,400.00 |
| 4/15/2049  | 172,400.00 |
| 5/15/2049  | 344,800.00 |
| 6/15/2049  | 0.00       |
| 7/15/2049  | 172,400.00 |
| 8/15/2049  | 172,400.00 |
| 9/15/2049  | 172,400.00 |
| 10/15/2049 | 172,400.00 |
| 11/15/2049 | 172,400.00 |
| 12/15/2049 | 172,400.00 |
| 1/15/2050  | 172,816.67 |
| 2/15/2050  | 172,816.67 |
| 3/15/2050  | 172,816.67 |
| 4/15/2050  | 172,816.67 |
| 5/15/2050  | 345,633.33 |
| 6/15/2050  | 0.00       |
| 7/15/2050  | 172,816.67 |
| 8/15/2050  | 172,816.67 |
| 9/15/2050  | 172,816.67 |
| 10/15/2050 | 172,816.67 |
| 11/15/2050 | 172,816.67 |
| 12/15/2050 | 172,816.67 |
| 1/15/2051  | 173,233.33 |
| 2/15/2051  | 173,233.33 |
| 3/15/2051  | 173,233.33 |
| 4/15/2051  | 173,233.33 |
| 5/15/2051  | 346,466.67 |
| 6/15/2051  | 0.00       |
| 7/15/2051  | 173,233.33 |
| 8/15/2051  | 173,233.33 |
| 9/15/2051  | 173,233.33 |
| 10/15/2051 | 173,233.33 |
| 11/15/2051 | 173,233.33 |
| 12/15/2051 | 173,233.33 |

|           |            |
|-----------|------------|
| 1/15/2052 | 173,966.67 |
| 2/15/2052 | 173,966.67 |
| 3/15/2052 | 173,966.67 |

|            |                 |
|------------|-----------------|
| 4/15/2052  | 173,966.67      |
| 5/15/2052  | 347,933.33      |
| 6/15/2052  | 0.00            |
| 7/15/2052  | 173,966.67      |
| 8/15/2052  | 173,966.67      |
| 9/15/2052  | 173,966.67      |
| 10/15/2052 | 173,966.67      |
| 11/15/2052 | 173,966.67      |
| 12/15/2052 | 173,966.67      |
| 1/15/2053  | 174,100.00      |
| 2/15/2053  | 174,100.00      |
| 3/15/2053  | 174,100.00      |
| 4/15/2053  | 174,100.00      |
| 5/15/2053  | 348,200.00      |
| 6/15/2053  | 0.00            |
| 7/15/2053  | 174,100.00      |
| 8/15/2053  | 174,100.00      |
| 9/15/2053  | 174,100.00      |
| 10/15/2053 | 174,100.00      |
| 11/15/2053 | 174,100.00      |
| 12/15/2053 | 174,100.00      |
| Total      | \$56,427,756.04 |

**EXHIBIT A**  
**CHARTER SCHOOL AGREEMENT**  
**GOALS AND EVALUATION GUIDELINES**

City View Charter School will be accountable to its school vision and goals, student performance and all aspects of developing a school culture including continuous improvement regarding student progress and achievements, staff development, and parent and community involvement. The Charter School will maintain compliance with all federal and state laws under ORS 338 and will adhere to all regulations and requirements of the Hillsboro School District Board of Directors as specified within this contract and all attached exhibits.

1. **Curriculum Alignment.** The learning goals for City View Charter School students will be aligned to the Oregon Standards and clearly outlined in each student's Personal Education Plan. All additional assessments used by the Charter School to measure and monitor student progress, including required material for Student Portfolios, Passages, Summary Reports, and other developmental guidelines and checklists will be based on Oregon Standards. City View Charter School will contact the District's CIO and/or the Assistant Superintendent for Academic Services for all requests for information to comply with Exhibit A.
2. **Statewide Assessments.** The City View Charter School will administer the Oregon statewide assessments to its students on the same schedule as the Hillsboro School District (HSD).
3. **Information from the District.** The District will provide the Charter School the same assessment result information as all other District schools with disaggregated data for comparison and goal-setting purposes.
4. **Student Participation.** City View Charter School will ensure that no less than 95 percent of the students in each grade participate in the statewide assessments.
5. **Student Performance**
  - 5.1 The Charter School will ensure that their performance is commensurate with the state average.
  - 5.2 The Charter School will ensure yearly growth for all students as measured by the Smarter Balanced Assessment.
  - 5.3 The Charter School will report on number of students in each focal group, sharing their plan on recruitment and retention of diversifying their student body. Including in the report, data for each subgroup making Adequate Yearly Progress, as established above, and measured by the Oregon Statewide Assessments.

- 5.4 If either the overall performance or subgroup performance of the students assessed via the state assessment system is below the state average by more than 10 percentage points, the Charter School must, in consultation and collaboration with the District, develop a written Charter School Accountability Plan describing the actions that will be taken in order to successfully address the areas of concern.
- 5.5 If the Charter School fails to follow any of the actions stated in the Charter School Accountability Plan as stated in 5.4 above the District shall issue a written notice to the Charter School that it must comply with the terms of the Charter School Accountability Plan immediately. If, after fifteen (15) business days, the Charter School is not in compliance with the Charter School Accountability Plan, The District will provide a written notice of breach under Section 19.2, which if not cured would result in a notice of intent to terminate under Section 19.3
- 5.6 If overall Charter School student performance is not maintained within 90% of the State average for more than 3 consecutive years, The District will provide a written notice of breach under Section 19.2, which if not cured would result in a notice of intent to terminate under Section 19.3.

6. **Attendance Rate**

Average daily attendance for City View Charter School will meet or exceed the HSD average attendance for the previous school year for comparable grade level(S).

7. **Addressing Deficiencies**

Either the District or City View Charter School will identify student performance that has fallen below specified achievement goals. If that occurs, the Charter School will develop plans to address the identified deficiencies and will describe those plans, anticipated results of their implementation, and specific steps of correction in the Charter School Accountability Plan submitted annually to the District.

8. **School Accountability Plan**

The Charter School will submit an annual Charter School Accountability Plan to HSD by the date established for submission of all district schools' School Improvement Plans beginning in the second year of operation and each year thereafter that is in alignment with the shared Oregon Department of Education (ODE) Integrated Programs plan. The Charter School Accountability Plan will address shared Integrated Programs goals, strategies, and measurements of success regarding student achievement that includes student focal groups outlined in the shared ODE Longitudinal Performance Growth

Targets, the above-listed benchmarks, and may include components of the HSD School Improvement Plan format.

By June 30 of the second year and subsequent years of operation of City View Charter School, HSD will determine if the Charter School satisfactorily implemented a school improvement plan related to each benchmark and Integrated Guidance goals.

The Charter School will submit Integrated Programs Charter School Accountability reports to the Oregon Department of Education in accordance with the ODE reporting schedule.

## 9 **Accountability to Parents and Community**

City View Charter School will use multiple methods of reporting student achievement to parents and community. Methods include:

- Student and Parent Conferences
- Portfolio Panels
- Passage Panels
- Expedition Exhibitions — Open Houses
- Summary Reports
- Standardized Testing

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**REVIEW SUPERINTENDENT'S PERFORMANCE AND APPROVE PERFORMANCE**  
**EVALUATION**

**SITUATION**

The Board of Directors completed an evaluation of the Superintendent's performance in accordance with Policy CBG: Evaluation of the for 2024-2025 school year.

This year's standards-based model included a pre-evaluation survey completed by individual Board members, a self-evaluation that examines leadership and operational performance, and a Board discussion guided by an independent consultant.

The Board Chair will read the Superintendent Evaluation letter publicly tonight.

**RECOMMENDATION**

The Board Chair recommends that the Board of Directors commend the Superintendent for his leadership of the Hillsboro School District, and direct that the evaluation letter be placed in his personnel file.

*I move that the Board of Directors commend the Superintendent for his leadership of the Hillsboro School District, and direct that the evaluation letter be placed in his personnel file.*



May 27, 2025

Superintendent Travis Reiman  
Hillsboro School District 1J  
3083 NE 49th Place  
Hillsboro, OR 97214

Re: Annual Board of Directors' Evaluation of Performance

Dear Superintendent Reiman,

The Hillsboro School District (HSD) Board of Directors has completed your evaluation for 2024-25, according to policy CBG: Evaluation of the Superintendent. This year's standards-based model included a pre-evaluation survey completed by individual Board members, your self-evaluation that examines your leadership and operational performance, and a Board discussion guided by an independent consultant.

Thank you for your service to the HSD community in this, your second year, as the Superintendent. This Board is keenly aware of and grateful for the many years of exemplary service you've provided to the Hillsboro School District during your career and has appreciated the growth in your leadership over the course of the last school year. As established and in alignment with COSA and OSBA guidelines, you were evaluated on nine standards for Superintendent performance: 1) Visionary District Leadership; 2) Ethics & Professional Norms; 3) Inclusive District Culture; 4) Culturally Responsive Instructional Leadership & Improvement; 5) Communication & Community Relations; 6) Effective Organizational Management; 7) Effective Financial Management; 8) Policy, Governance & Advocacy; and 9) Leadership for Educational Equity & Cultural Responsiveness. Additionally, the Board reviewed progress on two "year two goals" as determined by the Board and the superintendent. Goal 1: Support action steps toward meeting Hillsboro School District Strategic Plan target for Year 2; Goal 2: Strengthen communications systems and advocacy between Directors and Superintendent. The Board used the following four-point scoring system for each category:

- Accomplished = 4
- Effective Performance = 3
- Developing = 2
- Ineffective = 1

Superintendent Reiman, the Board of Directors values your commitment to our community and district and your leadership toward our continuous improvement. The data from your evaluation shows that we are continuing to make improvements as you progress in your tenure. The Board came to consensus on each rating of the nine standards, and each will be detailed below. As a Board, we are proud to have you as our Superintendent. Here are selected highlights from each of the nine Standards:

Standard 1) Visionary District Leadership: the Board assessed a score of 3. Directors noted that you engage the Board and community in reviewing the implementation of the Strategic Plan at key points. You keep the Board well informed regarding relevant information impacting the district, the community, the state, and beyond.

Standard 2) Ethics & Professional Norms: the Board assessed a score of 3. Directors noted that you model ethical, professional leadership. Your influence on others and your actions help make the district an inclusive, safe place for all students. Additionally, your role in collective bargaining demonstrated collaborative leadership.

Standard 3) Inclusive District Culture: the Board assessed a score of 3. Directors noted your clear commitment to creating an inclusive environment for all students, as evidenced by PACs, for example. The Board encourages formalization of feedback loops with students and families to assess the impact of these inclusion efforts and help determine where the system could be improved.

Standard 4) Culturally Responsive Instructional Leadership & Improvement: the Board assessed a score of 4. The Board felt that this is a model area of performance for you. You have integrated disaggregated data into strategic planning, which provides a clearer picture of student needs, and your focus on literacy is key to student outcomes. You have shown a clear commitment to cultural responsiveness and inclusivity, and you share data that demonstrates where progress has been made and where work still needs to be done.

Standard 5) Communication & Community Relations: the Board assessed a score of 3. The Board feels that you are a skilled communicator to the Board and to families. You have broadened communication channels through Coffee Chats, social media, and bilingual videos. You have advocated for the district at local and state levels, including testifying at the Capitol with your leadership team. Hillsboro School District efforts are cited as exemplars by the Oregon Department of Education and the Governor's office.

Standard 6) Effective Organizational Management: the Board assessed a score of 3. Directors noted that your collaborative leadership style led to a successful conclusion to recent labor negotiations and your relationships with the district's represented employee groups are strong. You have worked to improve staff professional development opportunities, staff retention, a "grow your own" program, and you have aligned hiring and evaluation processes with the strategic plan.

Standard 7) Effective Financial Management: the Board assessed a score of 3. The Board noted that you proactively communicate about the budget, potential upcoming budget reductions, and what actions will need to be taken in response to any potential budget shortfalls. The Board appreciates the mini-budget meetings you hold that provide clear and useful information. A suggestion for future focus is to present to the Board more than one potential budget scenario when budget reductions are likely, if possible.



Standard 8) Policy, Governance & Advocacy: the Board assessed a score of 3. The Board noted that you have been supportive in updating policies and governance systems, including contributing to the drafting of the district’s legislative priorities. At the state level, you are involved with the Governor’s Accountability Task Force, and your involvement benefits the district.

Standard 9) Leadership for Educational Equity & Cultural Responsiveness: the Board assessed a score of 3. The Board found that you demonstrate a commitment to equity and improved results for underserved students by embedding equity goals into school improvement plans, advocating for bilingual assessments, and setting the expectation that the work of the district be tied to the strategic plan.

Goal #1) Support action steps toward meeting Hillsboro School District Strategic Plan targets for Year 2: the Board assessed a score of 3. The Board noted that you have been supportive of the 3rd grade reading metric, 9th grade on track, and graduation rates, in particular. Graduation rates have increased, which is exciting progress. Some of the indicators in this goal have not yet been met, and the Board is interested in how you will build a plan to continue to address those indicators.

Goal #2) Strengthen communications systems and advocacy between Directors and Superintendent: The Board assessed a score of 3. Communication between you and the Board has improved as evidenced by a more regular schedule of meetings with individual Board members and small group meetings. Additionally, you engage with other district leaders about current legislative efforts. A suggestion for future focus is to work to distill complex issues into actionable items for Board members, including specifics about what a Board member’s voice and perspective can help elevate if a given scenario is a request for action.

Superintendent Reiman, as we approach the conclusion of your second year as the superintendent of the Hillsboro School District, it is clear that you are growing into your role with confidence and skill. You often humbly mention that the success of HSD heavily relies on your great team. We believe the tone and model set for that team begins at the top. We are excited to monitor your continuous improvement as HSD strives to embody our motto: Know, value, and empower every student to achieve their dreams.

Thank you for all you do that makes us all proud to be HSD.

Sincerely,

Ivette Pantoja, Board Chair  
Mark Watson, Board Vice Chair  
See Eun Kim  
Erika Lopez  
Patrick Maguire  
Nancy Thomas  
Monique Ward

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 28, 2024**  
**APPROVE SUPERINTENDENT’S CONTRACT**

**SITUATION**

In accordance with Policy CBC: Superintendent’s Contract and Benefits, the terms and conditions of the Superintendent’s appointment are included in a written contract that meets the requirements of state law and is mutually acceptable to the Board and Superintendent.

**RECOMMENDATION**

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

*I move that the Hillsboro School District Board of Directors approve the individual contract with the Superintendent, effective July 1, 2024, through June 30, 2027.*

**HILLSBORO SCHOOL DISTRICT 1J**  
**May 27, 2025**  
**INFORMATION – ADMINISTRATIVE REGULATION UPDATE**

**SITUATION**

Updated administrative regulations (ARs) that do not require Board action will be posted in the Board meeting packet for the information of the Board, staff members, and the public.

Policy language must meet the following criteria:

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

The following administrative regulations (AR) have proposed changes:

- Policies in Section I – Instruction
  - IGBHA-AR(1): Alternative Education Programs

**RECOMMENDATION**

The Superintendent recommends that the Board of Directors review the updated administrative regulations.



Code: **IGBHA-AR(1)**  
Revised/Reviewed: 4/24/18; 4/30/19; 2/25/20;  
4/23/24  
Orig. Code: IGBHA-AR(1)

## Alternative Education Programs

### Expanded Options

~~The program provides an opportunity to attend college-level classes while still in high school, with tuition paid by the District. There is a limit to the number of credits the District can provide, and participation priority is given to students who qualify for the free or reduced-price meal program. Students must be accepted by an eligible public post-secondary Oregon institution, and follow a learning plan agreed upon by the student, staff, and parents to reflect each student's goals.~~

The Expanded Options Program (EOP) allows eligible high school students to enroll in college-level courses at Oregon public post-secondary institutions, with tuition and associated fees paid by the District, subject to available funding. The program is designed to expand access to advanced educational opportunities not otherwise available within the District.

To participate, students must meet state eligibility criteria, gain admission to an eligible post-secondary institution, and develop a learning plan in collaboration with school staff and their parent/guardian. Courses must align with the student's postsecondary plan and be unavailable through existing District offerings, including courses offered at other high schools, online, or through district-supported dual credit programs.

### Oak Street Campus (OSC) Secondary Programs/Hillsboro Big Picture

This secondary program is located on its own campus. In addition to stressing core curriculum, state standards, and graduation requirements, the program provides students the opportunity to learn responsibility and gain self-esteem through community service projects, challenge courses, and job training. The program also offers a program for teen parents, including on-site childcare, parenting classes, and early childhood education. The low student-to-teacher ratio allows for small group instruction and individual counseling. OSC is currently in process to change our curriculum delivery model. Big Picture Learning is a nationally recognized model of instruction that focuses on educating the whole child and can involve an internship-based model that learning directly correlates to Hillsboro School District's strategic objective that all students graduate career- and college-ready.

### **Teen Parent Program Pregnant and Parenting Program (West Oak Street Campus and Century High School)**

Students in grades 9 through 12, who are expecting or have a newborn child (ages 6 weeks to 48 36 months) have an opportunity to continue their education either at Century High School or **Miller Education Center Oak Street Campus**. Understanding how individuals develop, emotionally, socially and psychologically, provides a foundation for healthy families and productive citizens. All members of society influence the growth and development of children; therefore, knowledge and understanding of human development influence individual action and ensure a healthy, promising future for children. The District's program addresses the need for consistent, high-quality criteria for three distinct, but related programs: (1) Child Development and Parenthood Education Program; (2) Career-Based Childhood Care and Education Program; and (3) School-Based **Teen Parent Pregnant and Parenting Program**. These

standards support the belief that nurturing children requires knowledge of human development, and the application of that knowledge when interacting with young children.

### **GED Program (Oak Street Campus)**

Students who are 16 years of age (or within 1 month of their 16th birthday) may opt into the Hillsboro School District GED (General Educational Development) program. OSC offers tutoring services for students seeking to complete GED requirements. Students can be referred from their home schools or walk in to be enrolled. When students have demonstrated the skills necessary to pass the four tests (language arts, mathematics, social studies, and science), they are referred to the education service district (ESD) or one of the PCC testing sites for final testing.

### **PEARL Middle School Program (Oak Street Campus)**

Students who have been expelled from their home middle school may be placed into the Personalized Education and Real Learning (PEARL) middle school program. Each student receives individualized educational goals based on their academic needs.

### **PEARL High School Program (Oak Street Campus)**

Students in the PEARL program participate in a place-based learning environment that encourages personal responsibility and credit attainment. They attend the program for the duration of their expulsion, which allows them to stay on track with their credits toward graduation.

### **Fifth Year Diploma Completion Program (Diploma+) (Oak Street Campus)**

Students who are within 8 credits of graduating may enroll into the Hillsboro School District High School Completion program. Instructors will create individualized plans, based on proficiency standards that will meet the needs of each student.

### **Transition Options Program (TOPS) (Oak Street Campus)**

Students who have been accepted into another program OR have transferred into Hillsboro School District with seven weeks or less left in the term may enroll into the Transition Options Program (TOPS), while waiting for placement into their new program. Students may work on-line with Hillsboro Online Academy (HOA) curriculum, or have proficiency lessons created for them, based on their academic levels. Support is also provided for English language learners working toward a high school diploma. TOPS is also an appropriate option for students ages 17 to 21 who are returning to school to obtain the credits they need to transition into other educational options, including other OSC programs and Portland Community College (PCC) or other post-secondary opportunities.

### **Early College High School (ECHS) (PCC)**

Early College High School (ECHS) is an opportunity for students to blend high school and college in a coherent, personalized, and rigorous education program at Portland Community College. The program is designed as an option for the last two years of high school, and students generally attend PCC full time for six terms. Tuition is paid by the Hillsboro School District. It is possible for a student to earn a high school diploma, an associate's degree, or up to two years of college credit in their career pathway.

The Early College program is for students who are 16 years of age, live within the Hillsboro School District boundaries, and have the following characteristics:

1. Are mature and ready to take on new challenges;
2. Are the first members of their families to attend college;

3. Are interested in a career area that is not offered at their high school;
4. Are willing to leave their high school and attend PCC full time;
5. Are not comfortable socially or educationally at their traditional high school;
6. Are willing to commit to two years in the program, and complete the required career development coursework;
7. Are concerned that college might not otherwise be an option.

### **Hillsboro Online Academy**

~~Hillsboro Online Academy is the first non-charter, public, online school in Oregon. The Academy features a rigorous, yet flexible, menu of online learning programs, designed to meet the varied needs of students and their families. An individual learning plan is central to the Academy's mission. Also core is connecting students to careers and the community. All online courses are supported by Hillsboro teachers.~~

Hillsboro Online Academy is a public online school in Oregon that has been serving students for 13 years. The Academy features a rigorous, yet flexible, menu of online learning programs, designed to meet the varied needs of students and their families. All online courses are supported by Hillsboro teachers.

In addition to online learning, the Academy may offer hybrid activities that allow students to come on campus for social events, physical education, music, and one-on-one support from teachers.

### **Home Instruction**

Students with health, IEP, or expulsion alternative needs may receive instruction in their homes by District itinerant teachers as an alternative education option. Instruction is arranged with the Executive Director of Student Services, principals, and Assistant Superintendent of Academic Services.

### **Oregon National Guard Youth Challenge Program**

Oregon Youth Challenge Program (OYCP) is a residential program located east of Bend, Oregon. The program serves youth ages 16 to 18, male and female, who are drug free and have had no previous felony convictions. OYCP targets students who have dropped out of high school or are likely to drop out. Students spend five and one-half months in the Bend facility, during which time they can earn up to eight credits toward a high school diploma or earn a GED. Students then enter a post-residential phase in their own community for twelve months that includes a strong mentorship component. Core components of the program are citizenship, academic excellence, life-coping skills, community service, health and hygiene, skills training, leadership, and physical fitness.

### **Job Corps**

Job Corps is a federally-funded comprehensive program that provides essential academic and career skills training and prepares students for success in every aspect of their lives. Job Corps is open to students 16 to 24 years of age, who are ready to work toward a successful future. The applicants face one or more barriers to employment, such as needing additional career technical training, education, counseling, and/or assistance to complete regular schoolwork or to secure and maintain employment.

### **PLACEMENT OPTIONS PROGRAMS**

#### **Harkins House – Washington County Juvenile Services**

Harkins House is a Washington County Juvenile Probation pre-adjudicated youth shelter. It currently has space for 14 ~~students~~ ~~boys and girls~~, ages 12 to 17. Students are placed at Harkins House through the court

system, and usually stay ~~for four to eight~~ up to 12 weeks at a time. While residing at Harkins House, they attend school either at the shelter or at their home school, whichever is appropriate.

### **Washington County Jail**

The Washington County Jail Educational Program provides GED instruction and testing for **inmates** incarcerated students, ages 18 to 20. A Hillsboro School District teacher works with all eligible **inmates** students in an educational setting at the jail. Academic and career goals are discussed, and juveniles that are incarcerated work one-on-one and in small groups to earn credits toward a diploma or the completion of a GED.