

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

Board Meeting Agenda
Tuesday, September 22, 2026
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: Katie Rhyne
Time: 5:15 PM
- B. Discuss Community Curriculum Advisory Committee Selection 5
Presenter: Brooke Nova
Time: 5:15 PM, 45 minutes
- C. Summer Programming Report 7
Presenters: Brooke Nova / Saideh Haghighi Khochkhou
Time: 6:00 PM, 30 minutes
- D. Discuss OSBA Elections 12
Presenter: Katie Rhyne
Time: 6:30 PM, 15 minutes
- E. Recess Work Session
Presenter: Katie Rhyne
Time: 6:45 PM

2. **7:00 PM - Regular Session**

- A. Call to Order and Flag Salute
Presenter: Katie Rhyne
Time: 7:00 PM, 5 minutes
- B. Land Acknowledgment 13
Presenter: Katie Rhyne
Time: 7:05 PM, 5 minutes
- C. Recognitions / Proclamations
Presenter: Katie Rhyne
Time: 7:10 PM, 10 minutes
 - 1. Hispanic / Latina/o/x/e Heritage Month 14
Presenter: Yessica Hardin Mercado
 - 2. America's Safe Schools Week 16
Presenter: Patrick Maguire
 - 3. National Principals Month 17
Presenter: Nancy Thomas
 - 4. Administer the Oath of Office to Student Representatives 18
Presenter: Katie Rhyne
- D. Approval of Agenda
Presenter: Katie Rhyne
Time: 7:20 PM, 5 minutes

SAMPLE MOTION: *I move that the Board of Directors approve the agenda as printed.*

E.	Consent Agenda	
	<i>Consent agenda items are distributed to Board members in advance for study, and enacted with a single motion.</i>	
	Presenter: Katie Rhyne	
	Time: 7:25 PM, 5 minutes	
	SAMPLE MOTION: I move that the Board of Directors approve the Consent Agenda as printed	
	1. Approve Minutes of August 18, 2026, Board meeting	19
	2. Approve Minutes of September 8, 2026, Board Meeting	23
	3. Approve Routine Personnel Matters	26
	4. Adopt Board / Superintendent Working Agreements	33
	5. Approve Policies	36
	a. K/L - District-Community Relations	
	1) KNA: Immigration Enforcement on District Property	37
	Presenters: Francesca Sinapi / Audrea Neville	
F.	Audience Time	
	Presenter: Katie Rhyne	
	Time: 7:30 PM, 5 minutes	
G.	Reports	
	1. Financial Report	41
	Presenter: Scott Harrison	
	Time: 7:35 PM, 5 minutes	
	2. Division 22 Standards for Public Elementary and Secondary Schools	47
	2025-26 Assurance Form	
	Presenter: Brooke Nova	
	Time: 7:40 PM, 15 minutes	
H.	Action Items	
	1. Appoint Community Curriculum Advisory Committee Members	57
	Presenter: Brooke Nova	
	Time: 7:55 PM, 5 minutes	
	SAMPLE MOTION: I move that the Board of Directors appoint the following candidates to two-year positions:	
	Position 1: _____	
	Position 3: _____	
	Position 5: _____	
	Position 7: _____	
	Position 8: _____	
	Position 12: _____	
	Position 13: _____	
	Student Position 1: _____	
	Student Position 2: _____	
	Student Position 3: _____	
	Student Position 4: _____	
	Student Position 5: _____	
	Student Position 6: _____	
	2. PLACEHOLDER: Nominate Member(s) to OSBA Board of Directors -	59
	Position 15	
	Presenter: Katie Rhyne	
	Time: 8:00 PM, 5 minutes	
	SAMPLE MOTION: I move that the Board of Directors nominate [insert candidate name] for the OSBA Board of Directors position number 15.	
	3. Declare Surplus Equipment and Authorize Disposal	60

Presenter: Saideh Haghighi Khochkhrou	
Time: 8:05 PM, 5 minutes	
SAMPLE MOTION: <i>I move that the Board of Directors declare the HSD Facilities, Nutrition Services, Transportation and Hillsboro High School Athletic departments equipment surplus, and authorize the disposal in accordance with District Surplus Procedures.</i>	
4. Resolution on November 2026 Bond	62
Presenter: Katie Rhyne	
I. Recess Board Meeting; Convene Meeting of the Local Contract Review Board	
Presenter: Katie Rhyne	
Time: 8:10 PM	
1. Local Contract Review Board Hearing: Approve Contract for Owner's Representative Services	63
Presenter: Beth Graser	
Time: 8:10 PM, 5 minutes	
SAMPLE MOTION: <i>I move that the Board of Directors, acting in the capacity of the Local Contract Review Board, approve the contract with Cornerstone Management Group for owner's representative services for the November 2026 Bond.</i>	
2. Local Contract Review Board: Public Testimony	
Presenter: Katie Rhyne	
Time: 8:15 PM, 5 minutes	
J. Adjourn Meeting of the Local Contract Review Board; Reconvene Board Meeting	
Presenter: Katie Rhyne	
Time: 8:20 PM	
K. Policies - First Reading	96
<i>Policies that are scheduled for first reading are included in the Board meeting packet. Staff members will not formally present the first reading of policies, unless the Board requests information that is not already included in the Board meeting packet. If no public comments or questions are received regarding these policies during the review period, they may be placed on the consent agenda for approval during the next regular meeting.</i>	
Presenters: Cabinet	
1. C - General School Administration	
a. CEA: Educational Equity Advisory Committee	97
Presenter: Francesca Sinapi	
2. E - Support Services	
a. EBBA: Student Health Services	100
Presenter: Brooke Nova	
3. G - Personnel	
a. GBA: Equal Employment Opportunity	104
Presenter: Brian Haats	
b. GBN/JBA: Sexual Harassment	106
Presenters: Audrea Neville / Brian Haats	
4. I - Instruction	
a. IGBAJ-AR: Special Education - Free Appropriate Public Education (FAPE)	115
Presenter: Brooke Nova	
5. J - Students	
a. JBA/GBN: Sexual Harassment	121
Presenters: Audrea Neville / Brian Haats	

L. Information - Administrative Regulation Update	130
Presenter: Travis Reiman	
1. G - Personnel	
a. GBA-AR: Veterans' Preference	131
Presenter: Brian Haats	
M. HCU / HEA Reports	
Presenter: Katie Rhyne	
Time: 8:20 PM, 10 minutes	
N. Discussion Time	
Presenter: Katie Rhyne	
Time: 8:30 PM, 10 minutes	
1. Student Representatives' Time	
2. Superintendent's Time	
3. Board of Directors' Time	
O. Adjourn Board Meeting	
Presenter: Katie Rhyne	
Time: 8:40 PM	
P. Next Meetings of the Board of Directors:	
• October 13, 2026, Board Work Session	
• October 27, 2026, Board Work / Regular Session	

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 or by calling 503-844-1429, at least 48 hours before the meeting.

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
DISCUSS COMMUNITY CURRICULUM ADVISORY COMMITTEE MEMBERS

SITUATION

In accordance with policy IFF, the Board of Directors has established the Community Curriculum Advisory Committee (CCAC) to provide for community involvement in the development of curriculum and instructional programs and input into those curricular areas identified by the Board. The CCAC consists of parents and community members who reside in the District attendance area, and includes student representation, as appropriate. CCAC members may not be current HSD employees. A value of the Board and CCAC is to recruit community members with diverse perspectives that reflect the population of the District. CCAC members are appointed by the Board. The term of service for CCAC members is two years, and terms are staggered so that one-half of members' terms end each year. CCAC members who apply for reinstatement may be appointed by the Board to serve as many consecutive terms as are deemed appropriate.

The Board, in consultation with the CCAC chair and District staff, determines the number of participants that is sufficient to fulfill the responsibilities of the committee. In 2014, the Board agreed that the number of adult members serving on the committee in previous years (14) would serve as a baseline for the CCAC, with a goal of appointing five additional student members. If more or fewer qualified candidates apply, the Board, in consultation with District staff and the CCAC chair, will have the discretion to adjust the number of members, and define the process for appointing them.

Information regarding CCAC membership and applications:

- Seven active CCAC community members are continuing terms, and zero students are continuing.
- At this time, three applications have been received for community members interested in serving on the CCAC, along with eight student applications.

During tonight's work session, applicants are invited to introduce themselves, and the Board will discuss and make their selections. During this evening's regular session, Board members will identify a slate of candidates who will be officially appointed to fill the open positions.

New members who are appointed by the Board this evening will be able to participate in the first CCAC meeting of the 2026-27 school year on Monday, November 2, 2026.

RECOMMENDATION

The Superintendent recommends that the Board of Directors discuss the CCAC selection process and meet the slate of candidates for the following two-year positions:

Position 1: _____
Position 3: _____
Position 5: _____
Position 7: _____
Position 8: _____
Position 12: _____
Position 13: _____

Student Position 1: _____
Student Position 2: _____
Student Position 3: _____
Student Position 4: _____
Student Position 5: _____
Student Position 6: _____

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
SUMMER PROGRAMMING REPORT

SITUATION

During the summer of 2026, the Hillsboro School District offered a wide range of programs designed to support student learning, engagement, and success. Staff will provide the Board with highlights from summer programming and the operational support that contributed to its success. The final report, [linked HERE](#), includes program statistics and summaries for each program.

RECOMMENDATION

The Superintendent recommends that the Board of Directors receive the presentation and ask questions as appropriate.



HSD Summer Programs

About: This is a detailed summary report of the summer programs offered within HSD. Details include programs offered, participant criteria, student participation and impact. Spring 2026 HSD was awarded \$1 million each year for 3 years through the 2026-28 State Summer Learning Grant. Those dollars were spent on High School Credit Attainment, Bilingual Education Program, CTE Camps and Work Based Learning (first 4 programs), proceeding programs have specific funding noted.

High School Credit Attainment (6 Sites Below)

At a Glance: High schools and our alternative program pulled reports of all students (rising 10-12+ students) who currently had a grade of F or I on their transcripts in any core classes. All of these students received a direct invitation to participate in summer programming. Students will apply literacy skills by writing reflections, conducting research, and preparing for career and college readiness skills. The ODE Employability Skills Framework was used as a universal tool that educators used by providing materials and assignments that aligned with ELA Standards and offer students the opportunity to engage in job ready skills while meeting graduation requirements.

Student Enrollment	Number of Semester Credits	Number of Program Hours	Number of Instructional Staff
Century HS: 116 students	80 credits	81 hours	CHS: 8 licensed, 5 classified
Glencoe HS: 128 students	88 credits	80 hours	GHS: 9 licensed, 1 classified
Hillsboro HS: 320 students	66.5 credits	81 hours	HHS: 11 licensed, 4 classified
HOA: 36 students	23.75 credits	83 hours	HOA: 7 licensed, 2 classified
Liberty HS: 184 students	145 credits	80 hours	LHS: 11 licensed, 5 classified
OSC: 27 students	25.75 credits	80 hours	OSC: 4 licensed, 2 classified
BEP: 57 students	51 credits	92 hours	BEP: 5 licensed, 2 classified
868 Total Student Enrollment	480 Total Semester Credits	577 Total Hours	Total: 55 Licensed, 21 Classified

BEP Bilingual Education Program (2 Sites: Imay (Elementary) and South Meadows Middle School (Secondary))

At a Glance: Students who qualify for migrant services PK-11, Students who qualify for EL services (newcomers, ELD levels 1 & 2), DL students who need more Spanish instruction: Students are prioritized based on low⁸ attendance, score below grade level in reading. Our Bilingual Enrichment Program (BEP) integrates hands-on, project-based learning with literacy development. Students explore careers by conducting interviews, researching career paths, and presenting their findings through writing and oral presentations. These activities support Oregon ELA Standards such

as *Reading Informational Text* and *Speaking and Listening*. High school students will also have the opportunity to earn credit toward graduation requirements through online learning platforms, which will include reading assignments aligned with ELA Standards like *Writing* and *Reading Literature*. This allows students to focus on literacy while working toward their graduation goals.

Student Enrollment	Number of Future Educator Scholars & High School Interns	Number of Instructional Staff
Elementary Program: 450 students (PK-5)	34 scholars, 1 HS interns	2 leads, 22 licensed teachers, 22 instructional assistants, 1 specialist
Secondary Program: 244 students (6-11)	18 scholars	2 leads, 12 licensed teachers, 10 instructional assistants, 1 specialist
694 Total Student Enrollment, individually receiving a total of 92 hours of programming	52 Total Scholars/1 Intern	Total: 4 leads, 34 licensed teachers, 32 instructional assistants, 2 specialists

CTE Camps (2 Sites)

At a Glance: How students were selected: Targeted recruitment at feeder middle schools, prioritizing students of color and nontrad by gender for the industry focus of the camp. Recruitment occurred through culturally specific youth and parent groups as well.

Name of Program	Number of Students and Grade	Number of Staff	Number of Hours	Types of Skills
Si Se Puede	7-8th grade (45) HS Interns (10)	6, (5 licensed, 1 classified)	12 hours of programming offered. Hours per participant varied.	Bilingual summer camp where middle school students explore HHS CTE programs including: health sciences, computer science, engineering, marketing, vet science, automotive, graphic arts
GHS Health Sciences	8th grade (12) HS Interns (3)	1 licensed	16 hours per participant	Middle school students explored the CTE health sciences camp through rotations and modules, led by HS CTE students.
2 Camps	70 Total Students	7 Total Staff	28 Hours of Programming	See Above

Work Based Learning (10 Sites)

At a Glance: A summer intern application was advertised to all students through a variety of methods (classrooms, career centers, PAC meetings, social media posts, student groups, etc). Students who applied were screened and interviewed by our CCP WBL Connector Education Liaison and placed in an internship. In some cases, like Falcon Farm, the students were identified by the teacher of the program based on the student's skill set from the course sequence and or expressed interest when the opportunity was shared in class. Work-Based Learning opportunities, including paid

high school internships and CTE Summer Camps for middle school students, provide real-world experiences. High school interns practice presenting ideas and collaborating, further strengthening Speaking and Listening skills.

Category of WBL	Number of Students	Number of Hours	Number of Staff
Paid Internships: BEP Early Learning	2 (136.5 HRS Combined) 14 (1251.50 HRS Combined)	June-July , student interns worked a total of 3450 paid hours . This means that ~\$60k was paid to students who were supporting summer programs, district departments, or local business.	Reported in respective sections
Department Based Interns at Admin Center (Comm, Facilities, Tech, Business, Nutrition),	10	-Dept (807 dept intern hours) -Falcon Farm (521intern hours) -Ground Up (490 intern hours) -Construction (164 intern hours)	n/a
Falcon Farm Ground Up Marketing Construction	9 6 2	41 student interns participated in enough WBL hours to qualify for a .5 elective work experience credit.	4 (3 licensed, 1 classified) 1 (classified) 2 (1 licensed, 1 classified)
Alaska Horizon Interns (not ODE Summer Learning Grant)	6	Hours range per participant - Up to 80 hours	n/a
10 Total Internship Site Hosts	49 Total Student Interns	3450 Total Hours	7 HSD Staff

Kinder Jumpstart (5 Sites)

At a Glance: Incoming Kindergarten students were enrolled based on need and capacity for each site. Need was determined by previous school experience, with priority given to students who were not able to attend preschool, students transitioning from an IFSP to IEP or district SPED services, and students living in Title 1 catchment areas. ***Note:** paid by Title 1 funding

Site	Students Enrolled	Number of Hours	Number of Staff
BEP at Imlay Elementary	21	96	9 (4 licensed, 2 classified) 1 Scholar
Mooberry Elementary	26	34	6 (3 licensed, 3 classified) 1 Scholar
Lincoln Street Elementary	37	33	5 (4 licensed, 2 classified) 1 Scholar
Witch Hazel Elementary	48	34	8 (5 licensed, 3 classified) 1 Scholar
WL Henry	23	33	6 (3 licensed, 3 classified) 1 Scholar
5 Sites	155 Total Students Enrolled	230 Total Hours	19 Licensed, 13 Classified Staff, 5 Scholars

Early Literacy Success Program (1 Site: Orenco Elementary)

At a Glance: Students were selected who were finishing first, second, and third grade who were below grade level in English literacy skills and did not pass specific tasks on the district required phonics survey (it varies based on the grade- but not beyond task 6 in the phonics survey) and would benefit from intensive instruction in foundational skills. ***Note:** paid by ODE Early Literacy grant

Number of Students (Enrolled/Attended)	Number of Staff	Number of Hours
250 Students Enrolled	3 Program Leads 16 Licensed Educators 20 Classified Staff 16 University Scholars 16 High School Tutors	60 Student Hours
250 Total Students Enrolled	71 Total Staff	60 Total Student Hours

Extended School Year (ESY) (1 Site: Indian Hills Elementary)

At a Glance: Student selection criteria must include regression and recoupment time based on documented evidence or, if no documented evidence, on predictions according to the professional judgment of the team. Teams take data after breaks (i.e., summer break, winter break, spring break). Then students are identified and invited to participate. Parents select if they want their student to attend. ***Note:** Paid by IDEA federal grant

Base Program	Tutoring Services	Number of Staff	Number of Hours	Types of Skills
100 PK-21 Students Enrolled	20 Students Enrolled in Academic and SLP services	1 Lead 11 licensed case managers 2 Home Instructors 1 SLP 3 LPNs 35 SEAs	Base program- 3 hours per day, 4 days per week, 3 weeks Tutoring- 2 days per week, 1.5 hours per day, 3 weeks	Academic, Routines, Self Management, Social Skills, Communication, Articulation, - All based on students' IEPs
100 Total Students	20 Students Tutored	52 Total Staff	36 Total Program Hours	See Above

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
DISCUSS OSBA ELECTIONS

SITUATION

Oregon School Boards Association (OSBA) is seeking nominations for positions on the OSBA Board of Directors. Washington County school districts (Banks, Beaverton, Forest Grove, Gaston, Hillsboro, Sherwood, and Tigard-Tualatin) are represented by positions 15, 16, and 20, which are staggered, two-year terms. Nominations are open for position 15 (currently held by Clinton Nelson, Gaston) on the OSBA Board of Directors.

Tonight, Board members will discuss their possible interest in the OSBA Board position in anticipation of nomination during the regular session.

RECOMMENDATION

The Superintendent recommends that the Board of Directors discuss interest in OSBA board service.

**HILLSBORO SCHOOL DISTRICT 1J
BOARD OF DIRECTORS 2026-2027
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

Antes de comenzar, quiero dedicar un momento para dirigirme directamente a nuestra comunidad latina. El Mes de la Herencia Hispana no es el único momento para reconocer nuestra cultura, nuestras historias y nuestras contribuciones. Estas forman parte de nuestras escuelas y de nuestra comunidad todos los días. Pero este mes nos brinda una oportunidad especial para elevarlas, celebrarlas y asegurarnos de que sean vistas y valoradas. A nuestros estudiantes: sus raíces son motivo de orgullo, sus historias son importantes y sus voces tienen un lugar en nuestras escuelas. Y a nuestras familias y a toda nuestra comunidad latina, gracias por todo lo que aportan cada día. Para mí, es un honor poder reconocer y celebrar a nuestra comunidad esta noche.

And with that, I'm honored to read this proclamation recognizing Hispanic Heritage Month.

The Hillsboro School District observes Hispanic / Latina/o/x/e Heritage Month, a time to celebrate the achievements, histories, traditions, and cultural diversity of Latina/o/x/e Americans who are the largest racial or ethnic minority in the country.

We acknowledge that members of our community may identify with a variety of terms, including Hispanic, Latina, Latino, Latinx, Latine, or other cultural and national identities. In keeping with Hillsboro School District's adopted practice, this proclamation uses "Latina/o/x/e" while honoring and respecting all self-identifications.

The Hillsboro School District recognizes that this national observance began in 1968 as Hispanic Heritage Week under President Lyndon Johnson and, in 1988, was expanded by President Ronald Reagan into a month-long celebration from September 15 to October 15.

We honor the vibrant history and diverse cultures of Oregon's Hispanic / Latina/o/x/e community as a central part of our state's story and recognize the deep roots of their families in Washington County and Hillsboro. The contributions to education, agriculture, business, arts, and civic life continue to shape and enrich our community. We also acknowledge that throughout the history of the Hillsboro School District, people of Latina/o/x/e descent have added to its prosperity and culture.

The Board of Directors of the Hillsboro School District do hereby proclaim the month of September 15, 2026, to October 15, 2026, be:

HISPANIC / LATINA/O/X/E HERITAGE MONTH



We urge all community members to join us in honoring the many contributions and achievements of Hispanic / Latina/o/x/e Americans to the development and prosperity of our schools and community. We encourage our schools, families, and community partners to uplift histories, cultures, and voices in classrooms, libraries, and activities throughout this month and beyond, recognizing that our collective future is stronger when all identities are celebrated and valued.

PROCLAMACIÓN

Antes de comenzar, quiero dedicar un momento para dirigirme directamente a nuestra comunidad latina. El Mes de la Herencia Hispana no es el único momento para reconocer nuestra cultura, nuestras historias y nuestras contribuciones. Estas forman parte de nuestras escuelas y de nuestra comunidad todos los días. Pero este mes nos brinda una oportunidad especial para elevarlas, celebrarlas y asegurarnos de que sean vistas y valoradas. A nuestros estudiantes: sus raíces son motivo de orgullo, sus historias son importantes y sus voces tienen un lugar en nuestras escuelas. Y a nuestras familias y a toda nuestra comunidad latina, gracias por todo lo que aportan cada día. Para mí, es un honor poder reconocer y celebrar a nuestra comunidad esta noche.

Y con ello, tengo el honor de leer esta proclamación en reconocimiento del Mes de la Herencia Hispana.

El Distrito Escolar de Hillsboro celebra el Mes de la Herencia Hispana/Latina, un momento para celebrar los logros, las historias, las tradiciones y la diversidad cultural de los estadounidenses latinos que constituyen la minoría racial o étnica más numerosa del país.

Reconocemos que los miembros de nuestra comunidad pueden identificarse con una variedad de términos, incluidos hispano, latina, latino, latinx, latine u otras identidades culturales y nacionales. En consonancia con la práctica adoptada por el Distrito Escolar de Hillsboro, esta proclamación utiliza «latino» como término general para todos, al tiempo que honra y respeta todas las formas de autoidentificación.

El Distrito Escolar de Hillsboro hace constar que esta conmemoración nacional comenzó en 1968 como la Semana de la Herencia Hispana bajo la presidencia de Lyndon Johnson y, en 1988, fue ampliada por el presidente Ronald Reagan para convertirse en una celebración de un mes completo, del 15 de septiembre al 15 de octubre.

Honramos la vibrante historia y las diversas culturas de la comunidad hispana/latina de Oregón como parte fundamental de la historia de nuestro estado, y reconocemos las profundas raíces de sus familias en el condado de Washington y en Hillsboro. Las contribuciones a la educación, la agricultura, los negocios, las artes y la vida cívica continúan dando forma y enriqueciendo a nuestra comunidad. Asimismo, reconocemos que, a lo largo de la historia del Distrito Escolar de Hillsboro, las personas de ascendencia latina han contribuido a su desarrollo y enriquecimiento cultural.

La Mesa Directiva del Distrito Escolar de Hillsboro proclama por la presente que el periodo comprendido entre el 15 de septiembre y el 15 de octubre de 2026 será reconocido como:

MES DE LA HERENCIA HISPANA/LATINA



Invitamos a todos los miembros de la comunidad a celebrar con nosotros las numerosas contribuciones y los logros de los estadounidenses hispanos/latinos a favor del desarrollo y la prosperidad de nuestras escuelas y nuestra sociedad. Invitamos a nuestras escuelas, familias y socios comunitarios a reconocer y valorar las historias, culturas y voces en los salones de clases, en las bibliotecas y en las actividades que se realizarán durante este mes y en adelante, reconociendo que nuestro futuro colectivo es más fuerte cuando todas las identidades son reconocidas y valoradas.

Mesa Directiva del Distrito Escolar de Hillsboro

PROCLAMATION

The Hillsboro School District acknowledges the importance of America's Safe Schools Week in October and remains committed to ensuring that every student feels safe, respected, and valued in our learning environments. We recognize that fostering belonging and inclusion is essential for students to thrive.

The Hillsboro School District understands that educational equity can only flourish in school settings where safety, respect, and emotional well-being are prioritized. We believe that all students have the right to learn in an environment free from fear, harm, or discrimination.

The Hillsboro School District encourages schools, families, communities, and organizations to collaborate in creating safe spaces by addressing and preventing bullying, harassment, cyberbullying, and all forms of bias, including racism and hate. The Hillsboro School District is committed to raising awareness and ensuring that all children are protected and supported.

The Hillsboro School District believes that it is important to focus public attention on school safety and identify, develop, and promote answers to these critical issues.

The Board of Directors of the Hillsboro School District do hereby proclaim the week of October 18-24, 2026, be:

AMERICA'S SAFE SCHOOLS WEEK



We urge all community members to join us in recognizing that we must work together to make our schools safe, secure, and peaceful places for learning, teaching, and working.

Hillsboro School District Board of Directors

PROCLAMATION

The Hillsboro School District recognizes that principals and assistant principals work tirelessly each day as instructional leaders, assessment experts, community builders, public relations experts, budget analysts, facility managers, special programs administrators, guardians of various legal, contractual, and policy mandates and initiatives and anything else that falls in "other duties as assigned."

The Hillsboro School District appreciates that principals and assistant principals work collaboratively with school staff, families, students and district staff to hold high expectations for learning, develop strong school improvement plans, set performance goals and action steps for schools to achieve educational excellence.

The Hillsboro School District honors exemplary principals and assistant principals who have succeeded in supporting high-quality and engaging learning opportunities for students, as well as their outstanding contributions to the profession.

The Hillsboro School District celebrates that Principals Month gives an opportunity to honor and recognize the contribution of all school principals and assistant principals to the success of every student in the District.

The Board of Directors of the Hillsboro School District do hereby proclaim the month of October 2026 be:

NATIONAL PRINCIPALS MONTH



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

Hillsboro School District Board of Directors

STUDENT OATH OF OFFICE

STATE OF OREGON)
)
COUNTY OF WASHINGTON) ss.
)
HILLSBORO SCHOOL)
DISTRICT)

OATH OF OFFICE
Student Representative

I, Ethan Hernandez Jimenez, will support the Constitution and the laws of the United States and the state of Oregon and will discharge the duties of Student Representative to the Hillsboro School District Board of Directors to the best of my ability.

Ethan Hernandez Jimenez
Board of Directors – Student Representative
July 1, 2026 - June 30, 2027

Signature

I, Keeton Sayre, will support the Constitution and the laws of the United States and the state of Oregon and will discharge the duties of Student Representative to the Hillsboro School District Board of Directors to the best of my ability.

Keeton Sayre
Board of Directors – Student Representative
July 1, 2026 - June 30, 2027

Signature

I, Ma’Kaia Woods, will support the Constitution and the laws of the United States and the state of Oregon and will discharge the duties of Student Representative to the Hillsboro School District Board of Directors to the best of my ability.

Ma’Kaia Woods
Board of Directors – Student Representative
July 1, 2026 - June 30, 2027

Signature

DRAFT

HILLSBORO SCHOOL DISTRICT BOARD OF DIRECTORS—MINUTES
August 18, 2026
Board Retreat

1. BOARD RETREAT

Board Present:	Staff Present:
Katie Rhyne, Chair, absent	Travis Reiman, Superintendent
Mark Watson, Vice Chair	Audrea Neville, Assistant Superintendent, School Performance
Yessica Hardin Mercado	Brooke Nova, Assistant Superintendent, Academic Services
See Eun Kim	Beth Graser, Chief Communications Officer
Patrick Maguire	Francesca Sinapi, Chief Equity, Access, Engagement Officer
Ivette Pantoja	Saideh Haghighi Khochkhou, Chief Operations Officer
Nancy Thomas	Scott Harrison, Chief Financial Officer
	Derek Brown, Chief Information & Technology Officer
<u>Student Representatives Present:</u>	Brian Haats, Chief Human Resources Officer
Ethan Hernandez Jimenez	Rose Roman, Executive Assistant to the Superintendent
Keeton Sayre	Ciara Hartzell, Technology Support
Ma'Kaia Woods	David Eggleston, HCU President
	Mary Kay Babcock, HEA President
<u>Others Present:</u>	
Kristen Miles, OSBA	

1. Board Retreat

- A. Call to Order
Board Vice Chair Mark Watson called the meeting to order at 9:06 AM.
- B. Setting the Stage: School Year 2026-27
Superintendent Travis Reiman played a short introduction video from Chair Katie Rhyne, highlighted summer celebrations, discussed HSD leadership priorities, and discussed the 2026 Bond and legislative advocacy.
- C. OSBA Training
Kristen Miles led a discussion on the Board self-evaluation, setting goals, and meeting flow.
- D. Break
Board Vice Chair Mark Watson excused the Board for break at 10:36 AM, returning at 10:51 AM.
- E. Introduction of New Administrators
Chief Human Resources Officer Brian Haats introduced four new HSD administrators – Graciela Cerda principal at Imlay Elementary, Aurora Lopez principal at Mooberry Elementary, Jonathan Lopez-Arana athletic director at Hilhi, and Devin Dye principal at North Plains Elementary.
- F. Recess Meeting
Board Vice Chair Mark Watson recess the meeting at 12:05 PM.

- G. Lunch Break with New Administrators
Lunch break from 12:05 PM until 12:52 PM.
- H. Reconvene Meeting
Board Vice Chair Mark Watson reconvened the meeting at 12:52 PM.
- I. Immigration Bill Update
Chief Equity, Access, Engagement Officer Francesca Sinapi gave an update on implementation of a new immigration policy and HB 4079, she shared key highlights of the bill including identification of herself as HSD's Immigration Liaison and Chief Operation Officer Saideh Haghighi Khochkhou as the secondary contact, notification requirements, record confidentiality, and staff training. She also discussed next steps which including first read and approval of the policy and updating of the HSD website. She shared the new resources available on the HSD website. Board members asked questions and made comments.
- J. Bond Development Update
Chief Communications Officer Beth Graser introduced the topic and gave an update on the Bond. Chief Operations Officer Saideh Haghighi Khochkhou shared information on the Awesome Grant that HSD was awarded 6.6 million dollars contingent on the Bond passing. Bond Consultant Jeremy Wright shared information on the most recent round of polling.
- K. Break
Board Vice Chair Mark Watson excused the Board at 1:12 PM, returning at 1:17 PM to address a technical issue.
- L. Strategic Plan Update
Assistant Superintendent Brooke Nova introduced the topic, discussed action plan reflections, celebrations and opportunities for growth, key dates, seven statewide required metrics, local option metrics, upcoming dashboards, timelines, and next steps. Chief Communications Officer Beth Graser discussed performance targets results.
- M. Break
Board Vice Chair Mark Watson excused the Board at 1:45 PM, returning at 1:47 PM to address a technical issue.
- N. Focus Areas and School Improvement Planning (SIP) for 2026-27 School Year
Assistant Superintendent Audrea Neville discussed focus area for 2026-27, and school improvement plans.
- O. Technology Update
Chief Information & Technology Officer Derek Brown introduced the technology services admin team, the switch from Blocksi and Securly, and gave an AI Update. Board members asked questions and made comments.
- P. Break
Board Vice Chair Mark Watson excused the Board at 2:32 PM, returning at 2:44 PM.
- Q. Superintendent Evaluation 2026-27
Superintendent Travis Reiman discussed the evaluation timeline. Board members asked questions and made comments.

- R. Superintendent Goals 2026-27
Superintendent Travis Reiman discussed his proposed goals for the 2026-27 school year. Board members asked questions and made comments.
- S. Board Working Agreements
Board members discuss the Board working agreements.
- T. Break
Board Vice Chair Mark Watson excused the Board at 3:11 PM, returning at 3:14 PM.
- U. Board / Superintendent Communication
Board Vice Chair Mark Watson discussed Board and Superintendent communication.
- V. Board Meeting Planning
Board members discussed the Board meeting planning calendar and proposed topics for the year.
- W. Break
Board Vice Chair Mark Watson excused the Board at 3:32 PM, returning at 3:33 PM.
- X. Consent Agenda
Consent agenda items are distributed to Board members in advance for study and enacted with a single motion.

Director Yessica Hardin Mercado MOVED, SECONDED by Director Patrick Maguire, to approve the Consent Agenda as printed.

The MOTION CARRIED (6-0). Motion approved by unanimous consent. Director Patrick Maguire, Director Yessica Hardin Mercado, Director Nancy Thomas, Director Ivette Pantoja, Director See Eun Kim, and Vice Chair Mark Watson voted to approve. Chair Katie Rhyne was not present for the vote.

No further discussion took place.

Consent Agenda items were as follows:

1. Approve Minutes of July 7, 2026, Board Meeting
2. Approve Minutes of July 29, 2026, Board meeting
3. Establish Updated 2026-27 Mileage Reimbursement Rate and Admin Monthly Travel Stipend

- Y. Policies - First Reading
Superintendent Travis Reiman presented the policies for first read.
- Z. Information - Administrative Regulation Update
Superintendent Travis Reiman presented the Administrative Regulations for Board review.
- AA. Discussion Time
 1. Student Representatives' Time
Keeton Sayre shared his observations of the day.

Ma'Kaia Woods shared her appreciation for everyone in the room and the explanations provided.

2. Superintendent's Time

Superintendent Travis Reiman thanked the Board for inviting Kristen in this morning and shared his observations of the day.

3. Board of Directors' Time

Director Patrick Maguire shared his optimism for the school year.

Director Nancy Thomas thanked the students for being here, thanked the Cabinet for their work, gave an update on OSBA where she will hopefully be elected President-Elect, and discussed legislative advocacy for the upcoming session.

Director See Eun Kim discussed legislative advocacy, welcomed the student representatives, and shared that her child is entering Kindergarten this year.

Director Yessica Hardin Mercado thanked the student representatives for being here, wished everyone a great start to the school year, and shared Bond PAC information.

Director Ivette Pantoja thanked the student reps for being here, thanked the Cabinet for their work, thanked Kristen for being here and guiding the Board through the evaluation process.

Vice Chair Mark Watson thanked everyone for being here, discussed the student mentorship calendar, highlighted the Proud to Be HSD Festival, and discussed the Bond and getting endorsements.

BB. Adjourn Board Retreat

Board Vice Chair Mark Watson adjourned the Board Retreat at 3:55 PM

DRAFT

HILLSBORO SCHOOL DISTRICT BOARD OF DIRECTORS—MINUTES

September 8, 2026

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

1. ***Executive Session***

<u>Board Present:</u>	<u>Staff Present:</u>
Katie Rhyne, Chair	Travis Reiman, Superintendent
Mark Watson, Vice Chair	Audrea Neville, Assistant Superintendent, School Performance
Yessica Hardin Mercado	Brooke Nova, Assistant Superintendent, Academic Services
See Eun Kim	Beth Graser, Chief Communications Officer
Patrick Maguire, virtual	Francesca Sinapi, Chief Equity, Access, Engagement Officer
Ivette Pantoja	Saideh Haghighi Khochkhou, Chief Operations Officer
Nancy Thomas	Scott Harrison, Chief Financial Officer
	Derek Brown, District Information Technology Officer
	Brian Haats, Chief Human Resources Officer
	Rose Roman, Executive Assistant to the Superintendent

- A. Call to Order Executive Session
Board Chair Katie Rhyne called the meeting to order at 5:22 PM and moved the Board into executive session under ORS 192.660(2)(e) – Real Property Transaction.
- B. ORS 192.660(2)(e) - Real Property Transaction
Chief Financial Officer Scott Harrison introduced the topic, timeline and next steps. Chief Communications Officer Beth Graser discussed naming, signage and branding. Assistant Superintendent Brooke Nova urgency in notification. Chief Operations Officer Saideh Haghighi Khochkhou discussed demolition plans. Superintendent Travis Reiman provided closing marks. Board members asked questions and made comments.
- C. Recess Executive Session
Board Chair Katie Rhyne recessed the Executive Session at 5:53 PM.

2. WORK SESSION

<u>Board Present:</u>	<u>Staff Present:</u>
Ivette Pantoja, Chair	Travis Reiman, Superintendent
See Eun Kim, Vice Chair	Audrea Neville, Assistant Superintendent, School Performance
Yessica Hardin Mercado	Brooke Nova, Assistant Superintendent, Academic Services
Patrick Maguire, virtual	Beth Graser, Chief Communications Officer
Katie Rhyne	Francesca Sinapi, Chief Equity, Access, Engagement Officer
Nancy Thomas	Saideh Haghighi Khochkhou, Chief Operations Officer
Mark Watson	Scott Harrison, Chief Financial Officer
	Derek Brown, District Information Technology Officer
<u>Student Representatives Present:</u>	Brian Haats, Chief Human Resources Officer
Ethan Hernandez Jimenez	Rose Roman, Executive Assistant to the Superintendent
Keeton Sayre	Ciara Hartzell, Technology Support
Ma'Kaia Woods	Mary Kay Babcock, HEA President
	David Eggleston, HCU President

A. Call to Order Work Session

Board Chair Katie Rhyne called the meeting to order at 6:03 PM.

B. Action Items

1. Real Property - Purchase and Sale Agreement Final Approval

Director Mark Watson MOVED, SECONDED by Director Ivette Pantoja, that the Board of Directors approve the purchase and sale agreement as negotiated.

The MOTION CARRIED (7-0). Director Yessica Hardin Mercado, Director See Eun Kim, Director Patrick Maguire, Director Ivette Pantoja, Director Nancy Thomas, Vice Chair Mark Watson, and Chair Katie Rhyne voted to approve.

No further discussion took place.

C. Discuss Superintendent Goals

Superintendent Travis Reiman discussed his Superintendent goals. Director Yessica Hardin Mercado thanked him for taking Board member feedback, especially with the second goal.

D. Discuss Superintendent Committees

Executive Assistant Rose Roman presented the Superintendent Committees. Board members signed up for various committees.

E. OSBA Conference Planning

Executive Assistant Rose Roman discussed the upcoming OSBA Conference. Board members discussed filling out the volunteer background check for transporting student representatives and attending the conference.

F. Community Curriculum Advisory Committee (CCAC) Work Plan

Assistant Superintendent Brooke Nova discussed the CCAC committee in the 2025-26 school year, CCAC responsibilities and charge, draft work plan, Board assignments to CCAC, committee demographic information, the application process, and next

steps. Board members and student representatives asked questions and made comments.

G. Discussion Time

1) Student Representatives' Time

Keeton Sayre thanked everyone and provided a Liberty perspective of the first week of school.

Ethan Hernandez Jimenez thanked the Board for considering the student perspective.

Ma'Kaia Woods thanked the Board for caring about students.

2) Superintendent's Time

Superintendent Travis Reiman thanked everyone for their work on the Bond thus far, discussed PERS funding link that he shared with the Board, discussed the kickoff meetings for the different departments this year and the energy from the staff, highlighted Joey Culter's promotion and our new Security Guard Ryan Wager.

3) Board of Directors' Time

Director Nancy Thomas discussed attending two open houses at high schools, enjoyed the energy.

Director See Eun Kim discussed attending Tamarack Back to School night working at the Bond table and see various community partners.

Director Yessica Hardin Mercado thanked staff for preparing school buildings for students this year, attended Liberty Back to School night, she noted that teachers were saying that they feel more prepared, and gave a huge shoutout and thanks to Chair Katie Rhyne for all her work on the Bond.

Director Ivette Pantoja thanked everyone for their work, highlighted attending Back to School night at Lincoln Street Elementary School, welcomed the student representatives, and Chief HR Officer Brian Haats.

Director Patrick Maguire thanked Chair Katie Rhyne for her work on the Bond, and highlighted legislators off session meetings.

Vice Chair Mark Watson welcomed student representatives, highlighted attending Back to School Nights, highlighted Superintendent Travis Reiman for representing the district at the Westside Economic Forum.

Chair Katie Rhyne thanked everyone for being here, wished Happy Labor Day to our Union partners, thanked the student representatives for being here, thanked staff for preparing for the start of the school year, highlighted Superintendent Travis Reiman's welcome back video, discussed her summer meeting with local legislators and representatives, and thanked everyone who has contributed to the Bond effort.

H. Adjourn Work Session

Board Chair Katie Rhyne recessed the work session and at 6:53 PM.

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
APPROVE ROUTINE PERSONNEL MATTERS

The Superintendent recommends the Board of Directors:

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

Ada Armenta

Assignment: 1.0 FTE - English Learner Specialist/Instructional Coach
Location: Free Orchards Elementary School
Effective Date: June 12, 2026

Samantha Bemis

Assignment: 1.0 FTE - General Education Specialist
Location: Evergreen Middle School
Effective Date: July 28, 2026

Sean Costales

Assignment: 1.0 FTE - Special Education Teacher
Location: Minter Bridge Elementary School
Effective Date: August 12, 2026

Graciela Iris Garcia

Assignment: 1.0 FTE TOSA - Academic Options Teacher | Math
Teacher
Location: Liberty High School
Effective Date: August 19, 2026

Shane Goodwin

Assignment: 1.0 FTE - Science Teacher
Location: Glencoe High School
Effective Date: August 3, 2026

Christopher Heath

Assignment: 1.0 FTE TOSA - Music Teacher
Location: W.V. McKinney Elementary School
Effective Date: June 30, 2026

Maya Hopper

Assignment: 1.0 FTE - District Media Specialist
Location: Butternut Creek Elementary School
Effective Date: June 12, 2026

Hayley Madsen

Assignment: 1.0 FTE - 4th Grade Teacher
Location: Tamarack Elementary School
Effective Date: June 12, 2026

Sarah Manos

Assignment: 1.0 FTE - 2nd Grade Teacher
Location: Free Orchards Elementary School
Effective Date: August 11, 2026

Marisa Rogers

Assignment: 1.0 FTE - 3rd Grade Teacher
Location: Rosedale Elementary School
Effective Date: June 12, 2026

Jessica Watkins

Assignment: 0.5 FTE - District Media Specialist
Location: Special Education Teacher
Effective Date: July 29, 2026

- B. Ratify the acceptance of the resignation of the following supervisor-specialist-technical personnel:

Hugo Salmeron

Assignment: Safety Systems and Physical Security Manager
Location: Facilities
Effective Date: July 31, 2026

- C. Approve the employment of the following supervisor-specialist-technical personnel:

Noemi Cardenas

Assignment: Risk Management Specialist
Location: Business Services
Effective Date: July 1, 2026

Joseph Cutler

Assignment: Safety Systems and Physical Security Manage
Location: Facilities
Effective Date: July 1, 2026

Ciara Hartzell

Assignment: System Network/Engineer 1
Location: Technology Services
Effective Date: July 1, 2026

- D. Approve the employment of the following Administrator personnel in the 2026-27 school year:

Graciela Cerda

Assignment: 1.0 FTE - Elementary School Principal

Location: Imlay Elementary School
Effective Date: July 1, 2026

Devin Dye

Assignment: 1.0 FTE - Elementary School Principal
Location: North Plains Elementary School
Effective Date: July 1, 2026

Brian Haats

Assignment: District Human Resources Officer
Location: Human Resources
Effective Date: July 1, 2026

Jonathan Lopez-Arana

Assignment: 1.0 FTE - High School Assistant Principal/Athletic Director
Location: Hillsboro High School
Effective Date: July 1, 2026

Aurora Lopez

Assignment: 1.0 FTE - Elementary School Principal
Location: Mooberry Elementary School
Effective Date: July 1, 2026

Mykle Rojas

Assignment: Director of Human Resources
Location: Human Resources
Effective Date: July 1, 2026

- E. Approve the employment of the following licensed personnel in the 2026-27 school year:

Greta Arell

Education: MA – Western Governors University, Salt Lake City, UH
Experience: None
Assignment: 1.0 FTE Music Teacher – McKinney Elementary School

Mary Bova

Education: MA – Indiana University, Bloomington, IN
Experience: 11 Years
Assignment: 1.0 FTE Special Education Teacher - Temporary– Eastwood Elementary

Vincent Chirimwami

Education: MA - Portland State University, Portland, OR

Experience: 15 Years
Assignment: 1.0 FTE – Special Education Teacher - Hillsboro
Online Academy

Karla Cruz Cupa

Education: MA - Portland State University, Portland, OR
Experience: 2 Years
Assignment: 1.0 FTE Temporary - Speech-Language Pathologist –
Witch Hazel Elementary School | W.L. Henry
Elementary School

Lisa Frost

Education: MA – Weber State University, Ogden, Utah
Experience: 6 Years
Assignment: 1.0 FTE Temporary - Dean of Students – Liberty High
School

Heather Gibson

Education: MA – Portland State University, Portland, OR
Experience: 7 Years
Assignment: 0.333 FTE Language Arts Teacher | 0.667 FTE
Language Arts Teacher - Dual Language – South
Meadows Middle School | R.A. Brown Middle School

Erika Gonzales Moreno

Education: BA – Western Oregon University, Monmouth, OR
Experience: 1 Year
Assignment: 1.0 FTE Dual Language Kindergarten Teacher– Free
Orchards Elementary

Meresa Hansen

Education: BA – George Fox University, Newberg, OR
Experience: 10 Years
Assignment: 1.0 FTE 5th/6th Grade Temporary Teacher – Free
Orchards Elementary School

Danielle Jordan

Education: MA – The University of Texas Rio Grande Valley,
Edinburg, TX
Experience: 8 Years
Assignment: 1.0 FTE Temporary – Lincoln Street Elementary
School

Kelvin Keaotamai

Education: BA – California State Polytechnic University, Pomona,
Los Angeles, CA
Experience: 8
Assignment: 1.0 FTE Special Education Teacher – South Meadows
Middle School

Jennifer Kim

Education: BA – California State University, Los Angeles, CA
Experience: 3 Years
Assignment: 1.0 FTE Special Education Teacher– Free Orchards
Elementary School

Zachary Kuntz

Education: MA – College of Education and Health Professions,
Fayetteville, AR
Experience: 6 Years
Assignment: 1.0 FTE General Education Specialist – Lincoln Street
Elementary School

Shannon Mc Kewin

Education: MA – Pacific University, Forest Grove, OR
Experience: None (1 year HTF)
Assignment: 1.0 FTE Speech-Language Pathologist – Butternut
Creek Elementary

Sheena Moore

Education: MA – University of Oregon, Eugene, OR
Experience: 6 Years
Assignment: 1.0 FTE Special Education Teacher - Hillsboro High
School

Maribel Ortiz Pedrisco

Education: MA – Western Oregon University, Monmouth, OR
Experience: 5 Years
Assignment: 1.0 FTE Temporary Multilingual Learner Specialist –
Rosedale Elementary and Hillsboro Online Academy

Aisha Pandhair

Education: MA – Portland State University, Portland, OR
Experience: 3 Years
Assignment: 1.0 FTE High School English Language Arts &
Electives Teacher Temporary– Hillsboro Online
Academy

Jessica Rader

Education: MA – Fordham University, New York, NY
Experience: 27 Years
Assignment: 1.0 FTE Temporary–Kindergarten Teacher - Ladd Acres Elementary School

Hugo Saucedo Avila

Education: BA - Oregon State University, Corvallis, OR
Experience: None
Assignment: 1.0 FTE Multilingual Learner/Migrant Education Specialist - Temporary

Joshua Smith

Education: MA – George Fox University, Newberg, OR
Experience: 10 Years
Assignment: 1.0 FTE Special Education Teacher

Benjamin Russel Torrens

Education: BA – Portland State University, Portland, OR
Experience: 8 Years
Assignment: 1.0 FTE Dean of Students – South Meadows Middle School

Joseph-Rodney Troyer

Education: BA – Pacific University, Forest Grove, OR
Experience: None (2 years HTF)
Assignment: 1.0 FTE Special Education Teacher– Quatama Elementary School

April Woodward

Education: MA – University of Phoenix, Phoenix, AZ
Experience: 5 Years
Assignment: 1.0 FTE Special Education Teacher– McKinney Elementary School

- F. Ratify the acceptance of the reduction in force recall of the following licensed personnel:

Ronald D Hall Jr

Education: MA - University of Illinois, Chicago, IL
Experience: 20 Years
Assignment: 0.833 FTE - Science Teacher | 0.167 FTE Temporary - Science Teacher - Glencoe High School

Jilla Mansouri

Education: BA - Liberty University, Lynchburg, VA
Experience: 11 Years

Assignment: 1.0 FTE - Math Teacher - R.A. Brown Middle School

Aaron J Sweall

Education: BA- Universite du Maine, Le Mans, France

Experience: 2 Years

Assignment: 1.0 FTE - Multilingual Learner/Migrant Education
Specialist - Hillsboro High School | Hillsboro Online
Academy

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
ADOPT BOARD / SUPERINTENDENT WORKING AGREEMENTS

SITUATION

The Board of Directors is the educational policy-making body for the Hillsboro School District. In order to effectively meet the District's challenges, it is essential that the Board and Superintendent function together as a leadership team. The Board / Superintendent working agreements, a tool that facilitates unity among the team members, is annually reviewed and readopted by the Board. The Board reviewed updates to the working agreements during the August 18 Retreat.

RECOMMENDATION

The Superintendent recommends that the Board of Directors adopt the Board/Superintendent working agreements.

Hillsboro School District - DRAFT
2026-27 Board / Superintendent Working Agreements

Purpose

The Board of Directors is the educational policy-making body for the Hillsboro School District. The Board and Superintendent function together as a leadership team to effectively meet the District's challenges, agreeing that their first and greatest concern is the educational welfare of students. The Board and Superintendent are jointly committed to upholding the values and implementing the protocols outlined in the following working agreements.

Information Requests

- Individual Board members with requests for information will contact the Superintendent or appropriate Cabinet member. The Superintendent and / or Cabinet member will respond to general questions and inquiries.
- If information requests require additional staff work, the Superintendent will determine how to proceed. Requests that require considerable staff work will be added to a Board agenda, so the Board can determine whether it is a valuable investment of staff time.
- Information requests made during Board meetings will be recorded and tracked in the minutes.

Personnel Issues

- Board members support the employment of those persons best qualified to serve as school staff.
- Board members recognize that their sole employee is the Superintendent, whom they direct as a Board, and that it is not their role to direct staff.
- Board members agree that when they have concerns, they will follow the chain of command and contact the Superintendent or a Cabinet member.
- The Superintendent and Board Chair will collaborate to respond to employee concerns.

Speaking with One Voice

- Board members agree that they will strive to render all decisions based on the available facts and their independent judgment.
- Board members agree to accept the decision of the majority, while honoring the right of individual members to express opposing viewpoints and vote their convictions.
- The Board Chair, Vice Chair, and Superintendent will confer with each other, when possible, before responding to the media and

community as the official voice of the Board. The Superintendent and District Communications Officer will communicate facts and notify the Board when responding, as appropriate.

- Board members will be certain to clarify when they are speaking on their own behalf and when they are speaking as representatives of the Board. (For example, "... I am speaking to you today as an individual, and not on behalf of the Hillsboro School District Board of Directors.")

Superintendent / Board Relationship

- Board members agree to work with other Board members to establish effective Board policies, and to delegate authority for the administration of the schools to the Superintendent.
- Board members agree that they will not take any private action that will compromise the Board or administration. They will respect the confidentiality of information that is privileged under applicable law, and they will avoid being placed in a position that involves a conflict of interest.
- The Superintendent will communicate with the Board in a timely manner about issues that concern the District. Board members will provide feedback or suggestions to the Superintendent.
- Board members have access to members of Cabinet. In the event that a Board member contacts a Cabinet member, the Superintendent will be copied on the correspondence.
- The Superintendent will provide the Board with weekly updates.
- The Board Chair and Vice Chair will meet with the Superintendent to plan Board meeting agendas and strategize on how to address key issues.
- Board members and the Superintendent agree to be open to suggestions, and respectful in their manner of giving and receiving feedback, including reminders when their working agreements are being violated. The Board Chair and/or Superintendent will counsel Board members when necessary.
- The Board and Superintendent will review, revise, and recommit to their working agreements annually.

Meetings

- Board members agree to read all packet materials prior to the meetings.
- The Board packet will normally be emailed to Board members by the end of the day on the Thursday prior to a regularly scheduled Board meeting.
- When an individual Board member has a question about an agenda item prior to a Board meeting, they will strive to contact the Superintendent, so that information can be gathered and shared before the meeting.
- The Superintendent and Board secretary will act as parliamentarians at Board meetings to help ensure that each motion is clear and there is no missing or misunderstood information.
- The Board Chair will make every effort to ensure that all Board members wishing to speak regarding an agenda item have an opportunity to be heard.

Communication – Board / Superintendent / Staff / Community

- Board members and the Superintendent agree to show respect and consideration for each other at Board meetings and in all of their communications, work collaboratively together, strive to be a highly functioning team, and offer the same level of consideration and respect to administrators, staff members, audience members, and community members.
- Board members will endeavor to make policy decisions only after full discussion at publicly held Board meetings.
- Board members agree to encourage the free expression of opinion by all Board members, and to follow the protocols established by the Board and Superintendent when communicating with other Board members, students, staff, and community members.
- Board members are encouraged to visit schools.
 - When Board members visit schools in their official capacity, they agree to plan their visits in advance with the principal, and wear their District “Board Member” badges.
 - When Board members visit schools as a parent or volunteer, they will sign in at the office and ask for a visitor badge. Advance notice is encouraged, but may not be required in all cases.
- Board members agree that emails sent to the entire Board from community members will be answered by the Board Chair (or designee) on behalf of the Board, and copied to all Board members, and that concerns about the District will be referred to the Superintendent and Cabinet member, if appropriate. The Board Chair (or designee)

will include the following points in their response:

1. Thank you for sharing your concern regarding _____.
2. I have referred your concern to the Superintendent and Cabinet member (if appropriate).

If a Board member would like to respond to a community member who has contacted several Board members regarding a concern, the Board member’s response will include the following points:

1. Thank you for sharing your concern regarding _____.
2. The Hillsboro School District Board Chair (or designee) will respond on behalf of the Board.

Board Meeting Agendas

- The Board Chair, Vice Chair, and Superintendent will set the Board agenda. Individual Board members may request that items be added to the agenda by contacting the Superintendent or Board Chair.
- Items will only be added to the agenda at a Board meeting if the majority of the Board agrees to consider them.

Board Professional Development Requests

- Because Board members believe that professional development is a key component to being an effective Board member, they are committed to informing themselves about current educational issues by individual study and through participation in programs that provide valuable relevant information, such as programs sponsored by state and national school boards associations and other professional organizations.
- See policy BHB for specific information regarding professional development requests. Board members participating in professional development opportunities will share a brief summary of the training with the rest of the Board following the event.

Adopted 0X/2X/202X

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
APPROVE POLICIES

SITUATION

The Hillsboro School District has contracted with Oregon School Boards Association (OSBA) to perform a quarterly review of the District's policy manual and works with OSBA's policy specialist throughout the year to review all of the District's policies and administrative regulations.

Policy language must meet the following criteria:

- * Legally mandated or legally wise
- * Harmonize with District's existing collective bargaining agreements
- * Reflect current District practice

The Superintendent and Cabinet members have reviewed the policy listed below, and presented it to the Board for First Reading on August 18, 2026:

- Policy in Section K/L – District-Community Relation
 - KNA: Immigration Enforcement on District Property

RECOMMENDATION

The Superintendent recommends that the Board of Directors approve the policies.

OSBA Model Sample Policy

Code:
Adopted:

KNA

Immigration Enforcement on District Property

The district complies with state and federal law, including Oregon Revised Statute (ORS) 180.805 and ORS 181.826, and this policy and accompanying administrative regulations KNA-AR(1) – Interactions with Immigration Enforcement and KNA-AR(2) – Federal Immigration Enforcement Request Log when responding to requests from federal immigration authorities regarding immigration enforcement. Absent a judicially authorized subpoena, warrant or court order, district staff must not allow federal immigration authorities access to the district's records or facilities not open to the public for the purposes of immigration enforcement and must verify the validity of any subpoena, warrant or court order involving immigration enforcement presented to them by federal immigration authorities to ensure it is judicially authorized. The superintendent or designee must review and approve any response to a request involving immigration enforcement. The district will provide ongoing training to designated staff to ensure compliance with this policy.

This policy will be made available in the student handbook and on the district's website.

Designation of Primary Point of Contact

The Chief Equity Access and Engagement Officer is the primary point of contact for coordinating interactions with federal immigration authorities occurring in the district ("immigration liaison"). The Chief Operations Officer shall serve as an alternative point of contact during the immigration liaison's absence or unavailability ("alternate immigration liaison").

The immigration liaison's responsibilities include:

1. Serving as the district's representative during encounters with federal immigration authorities;
2. Confirming when federal immigration authorities have entered school property for immigration enforcement purposes;
3. Ensuring federal immigration authorities engaging in enforcement activities at the district have notice of relevant district policies: JO/IGBAB – Education Records/Records of Students with Disabilities, JOA – Directory Information, JOB – Personally Identifiable Information and this policy;
4. Assisting staff in performing their duties in response to immigration enforcement efforts, including ensuring compliance with all district policies and procedures related to interactions with federal immigration authorities and immigration enforcement efforts;
5. Reviewing and responding to requests from federal immigration authorities, in coordination with, and under the direction of, the superintendent or designee;

6. Facilitating the district's compliance with lawful immigration enforcement efforts in a manner that does not unnecessarily disrupt the school environment or invade the privacy of students, staff, or volunteers;
7. Providing notice as required in this policy when a federal immigration authority has been confirmed to have entered school property for immigration enforcement.

Required Notice

When a federal immigration authority is reported to have entered school property for the purpose of immigration enforcement the immigration liaison shall confirm whether federal immigration authorities have entered school property for immigration enforcement and when confirmed, shall provide notice as follows:

1. Notice must be provided to:
 - a. Students who attend the school where the federal immigration authority is confirmed to be on school property for immigration enforcement and who are in grades 9 and above;
 - b. Parents or guardians of students attending the school where the federal immigration authority is confirmed to be on school property for immigration enforcement;
 - c. Staff of the school where the federal immigration authority is confirmed to be on school property for immigration enforcement; and
 - d. Community-based service providers that have requested to receive notice when a federal immigration authority is confirmed to be on school property for immigration enforcement. Community-based service providers can request to receive such notifications by contacting the Communications Office.
2. Notice must include:
 - a. The general location of the federal immigration authority; and
 - b. Whether classes or school operations were affected by the presence of the federal immigration authority.
3. Notice must not disclose:
 - a. Personally identifiable information;
 - b. Other information that may not be legally disclosed; or
 - c. Other information when the disclosure may threaten the health or safety of students or staff of the district or is prohibited by a court order.

The required notice will be provided as expediently as possible using existing methods used for providing electronic communications.

Unless otherwise prohibited by law or court order, the district will make reasonable efforts to provide notice to a student, or to the parent or guardian of a student, when the district has provided information related to the student to a federal immigration authority.

Confidentiality of School Records

Except when required by a judicially authorized warrant, subpoena, or order, Oregon law prohibits the district from disclosing protected information to federal immigration authorities for the purpose of enforcing federal immigration laws. Protected information includes information relating to a person's:

1. Address;
2. Workplace or hours of work;
3. School or school hours;
4. Contact information, including telephone number, electronic mail address or social media account information;
5. Known associates or relatives; and
6. Date, time or location of the person's hearings, proceedings or appointments with a public body that are not matters of public record.

Oregon law also prohibits sharing any of the above information about a person's relatives or known associates with federal authorities for immigration enforcement purposes.

Oregon law generally prohibits the district from sharing or disclosing citizenship or immigration status or country of birth information¹ that the district collects, unless one of the following exceptions applies:

1. The disclosure is required by state or federal law (other than federal immigration law);
2. The disclosure is required by a judicially authorized warrant, order, or subpoena;
3. The information being shared with a person concerns only that person or their dependents; or
4. The information is aggregated and not personally identifiable.

In addition to the prohibitions described above, federal and state laws make records and information related to students confidential and permit disclosure only in limited circumstances. The district's policies with respect to student records can be found in Board policies JO/IGBAB – Education Records/Records of Students with Disabilities, JOA – Directory Information and JOB – Personally Identifiable Information. To ensure compliance with applicable federal and state law, the district's staff shall not disclose any school records or information to federal immigration authorities except as provided in these policies.

Staff must also maintain the confidentiality of school records and other information about students, staff, and volunteers when communicating with other students, parents, or community members about immigration enforcement activities involving students, staff, or volunteers of the district or occurring on

¹ Citizenship or immigration status or country of birth information is any information concerning:

1. Where a person was born; or
2. Whether a person is a citizen of the United States; or
3. Whether a person has lawful authority to be present in the United States.

district property. Staff should direct anyone with questions about immigration enforcement activities occurring on district property to the immigration liaison.

Training

The district will provide the immigration liaison and alternate immigration liaison with training as follows:

1. The training must include information on the requirements of House Bill 4079 (2026), any applicable model policies published by the Attorney General, and this policy; and
2. The training must be provided at the time of designation and at least once every two years thereafter.

Upon the adoption of this policy and not less than once every two years thereafter, the district will provide training to all current district staff regarding federal and state laws, and the district's policies, relating to interacting with federal immigration authorities and responding to immigration enforcement efforts.

END OF POLICY

Legal Reference(s):

[ORS 180.810](#)

[ORS 180.805](#)

[ORS 181.826](#)

[OAR 581-021-0371](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).

[Oregon Attorney General's K12 School Model Policy](#)

Senate Bill 1538 (2026).

Senate Bill 1594 (2026).

House Bill 4079 (2026).

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
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 continues to make steady progress on the 2025/26 fiscal year audit, working closely to finalize schedules, provide supporting documentation, and address auditor requests. With schools back in full swing, beginning-of-year purchasing activity has increased, resulting in higher transaction volumes for the Accounts Payable (AP) and Grants teams. This year, Finance is placing greater emphasis on established due dates for routine processes, including reimbursements, P-Cards, and journal entries, to improve visibility into the impact of late transactions across teams and budgets and identify opportunities for increased efficiency and automation. Additionally, the AP team is piloting the scanning and electronic storage of selected 2024/25 payable files in DocuWare, supporting the District's continued transition toward a more accessible, efficient, and paperless records-management process.

Systems Integration

District-wide Process Review

The Business Office will participate in a District-wide process review led by an external agency to ensure optimal utilization of existing systems and alignment of future system decisions with District-wide needs. This effort will support consistent, informed product selection that aligns with District-wide processes. To support this work, the following has been completed:

- Accounts Payable: Platform evaluation has been completed, identifying viable solutions to reduce paper-based workflows and improve efficiency.
- Electronic Timesheets: Product comparison has been completed, and a pilot of a current system has been reviewed, providing key insights into functionality, usability, and implementation considerations.

Records Retention Project

Initial assessment of paper files in the Facilities and Maintenance building is complete, with over 800 boxes inventoried. Detailed review is in progress to determine documents for shredding or scanning.

Payroll

The Payroll department successfully completed the first payroll of the 2026–27 school year. The first payroll of a new school year is particularly complex due to the volume of new hires, salary schedule changes, contract renewals, stipends, benefit elections, and

other beginning-of-year adjustments. Staff worked closely with Human Resources, Budget, Benefits, and school administrators to verify employee information and ensure accurate and timely processing.

Pay Period 1 posted on July 15, 2026. Pay Period 2 completed on Aug 17, 2026, and Pay Period 3 posted on Sept 15, 2026.

Gross Pay: \$4,310,749.24

Overtime Pay: \$20,339.15

Federal Income Tax Withholding: \$390,459.64

Oregon State Income Tax: \$274,618.67

Social Security (EE + ER): \$516,605.84

Medicare (EE + ER): \$122,022.38

Total Employees Paid: 831

Benefits

The Benefits Department successfully completed Open Enrollment for the 2026–27 plan year. The team worked diligently to provide employees with the information and individualized support needed to make informed benefit decisions. The department also hosted a Benefits Fair, giving employees an opportunity to meet face-to-face with HSD benefit providers and ask questions. Staff and providers shared positive feedback regarding the Open Enrollment process and the support provided by the Benefits team.

Oregon Paid Family & Medical Leave as of 08/27/2026:

Employee: \$24,983.63

Employer: \$16,655.89

Total: \$41,639.52

OPSRP (Tier 3) Contributions as of 08/27/2026:

Employer Contributions: \$635,419.58

Tier 1 & Tier 2 Contributions as of 08/27/2026:

Employer Contributions: \$127,682.88

Procurement and Contracts

- **Contracts:** Processing renewals for the 2026-27 school year. Focusing on avoiding risk and proper insurance coverage.
- **Procurement:** Processing RFP (Request for Proposal) as required for goods, trades or personal service contracts in excess of \$250,000. Currently working on two - one for an Owner's Representative and one for Demolition Services for Block 56.

Contracts between Vendors and Hillsboro School District - \$150,000 and above

There are no new contracts that meet the threshold at this time

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.

No Donations over \$5,000 for the months of June - August.

Print Shop

We are processing beginning of the year orders for HSD, PPS, Newberg, Banks, BSD, Vancouver ESD112, NWRESO, and up to 34 Districts in Southern Washington. We are on time with all.

Workers' Compensation Report

The table below reflects workers' compensation claims reported month-to-date for July and August. The 4 injuries were a result of slip and falls.

Workers' Compensation Reports			
	2024-2025	2025-2026	2026-2027
July	2	3	1
August	4	7	3
September	10	16	
October	16	14	
November	6	3	
December	9	6	
January	14	9	
February	7	6	
March	5	7	
April	8	6	
May	8	13	
June	6	7	
Yearly Total:	95	97	4

Student Incident Report

Student incident data below is through August 31, 2026. There were 2 accidents on the first day of school due to falls.

Student Incident Reports						
	2025-26 Total Incidents	Average Incidents Per School Day	Serious Injuries With 911 Transport	2026-27 Total Incidents	Average Incidents Per School Day	Serious Injuries With 911 Transport
July	0	0	0	0	0	0
August	1	0	0	2	0	0
September	69	3.5	5			
October	101	4.8	6			
November	74	5.6	4			
December	41	2.7	1			
January	62	3.2	9			
February	74	3.8	2			
March	61	3.5	2			
April	75	3.5	6			
May	56	2.8	7			
June	28	3.1	2			
Yearly Total:	642	3.6	44	2	0	0

Auto Liability/Auto Damage Claims

There was no auto physical damage claims filed for the months of July and August.

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.

	July	August	September	1st Quarter	December	2nd Quarter	3rd Quarter	4th Quarter	Fiscal YTD	Budget		Fiscal YTD	
Revenues	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	2026-27	2026-27	% of Budget	2025-26	% of Budget
Taxes	\$0.00	\$1,890.89		\$1,890.89		\$0.00	\$0.00	\$0.00	\$1,890.89	\$136,851,400.00	0.00%	\$0.00	0.00%
Interest	\$45,849.51	\$53,132.37		\$98,981.88		\$0.00	\$0.00	\$0.00	\$98,981.88	\$2,906,945.00	3.41%	\$91,653.94	4.62%
Local Sources	\$16,175.95	\$60,548.01		\$76,723.96		\$0.00	\$0.00	\$0.00	\$76,723.96	\$5,175,274.00	1.48%	\$121,288.26	1.38%
Total Local	\$62,025.46	\$115,571.27	\$0.00	\$177,596.73	\$0.00	\$0.00	\$0.00	\$0.00	\$177,596.73	\$144,933,619.00	0.12%	\$212,942.20	0.18%
County/ESD	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$3,921,897.00	0.00%	\$0.00	0.00%
State Sources	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$133,133,999.00	0.00%	\$0.00	0.00%
Federal Sources	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Other Sources	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Beginning Balance*	\$15,095,710.61	\$0.00		\$15,095,710.61		\$0.00	\$0.00	\$0.00	\$15,095,710.61	\$27,932,919.00	54.04%	\$11,372,762.00	100.00%
Total Revenue	\$15,157,736.07	\$115,571.27	\$0.00	\$15,273,307.34	\$0.00	\$0.00	\$0.00	\$0.00	\$15,273,307.34	\$309,922,434.00	4.93%	\$11,585,704.20	3.87%
Expenditures													
Instruction													
Salaries	\$28,369.18	\$77,085.57		\$105,454.75		\$0.00	\$0.00	\$0.00	\$105,454.75	\$102,147,857.00	0.10%	\$150,667.56	0.16%
Benefits	\$26,315.82	\$39,722.80		\$66,038.62		\$0.00	\$0.00	\$0.00	\$66,038.62	\$55,659,726.00	0.12%	\$60,100.25	0.12%
Purchased Service	\$815,143.82	\$617,819.06		\$1,432,962.88		\$0.00	\$0.00	\$0.00	\$1,432,962.88	\$15,751,251.00	9.10%	\$1,236,570.34	5.94%
Supplies/Materials	\$106,522.56	\$362,319.38		\$468,841.94		\$0.00	\$0.00	\$0.00	\$468,841.94	\$4,101,888.00	11.43%	\$422,521.61	8.16%
Capital Purchases	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$238,220.00	0.00%	\$0.00	0.00%
Other	\$325.01	\$21,575.00		\$21,900.01		\$0.00	\$0.00	\$0.00	\$21,900.01	\$1,433,379.00	1.53%	\$105,705.00	6.83%
Total Instruction	\$976,676.39	\$1,118,521.81	\$0.00	\$2,095,198.20	\$0.00	\$0.00	\$0.00	\$0.00	\$2,095,198.20	\$179,332,321.00	1.17%	\$1,975,564.76	1.14%
Support Services													
Salaries	\$3,302,705.25	\$2,901,925.03		\$6,204,630.28		\$0.00	\$0.00	\$0.00	\$6,204,630.28	\$67,157,109.00	9.24%	\$5,355,803.77	8.50%
Benefits	\$2,938,657.08	\$1,625,076.67		\$4,563,733.75		\$0.00	\$0.00	\$0.00	\$4,563,733.75	\$36,593,487.00	12.47%	\$4,206,725.73	12.90%
Purchased Service	\$1,969,764.99	\$1,021,040.08		\$2,990,805.07		\$0.00	\$0.00	\$0.00	\$2,990,805.07	\$10,355,660.00	28.88%	\$3,309,242.70	24.25%
Supplies/Materials	\$590,733.44	\$1,046,919.24		\$1,637,652.68		\$0.00	\$0.00	\$0.00	\$1,637,652.68	\$2,696,786.00	60.73%	\$1,075,465.90	31.70%
Capital Purchases	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$156,618.00	0.00%	\$164,745.41	226.85%
Other	\$247,858.21	\$2,644,668.83		\$2,892,527.04		\$0.00	\$0.00	\$0.00	\$2,892,527.04	\$942,375.00	306.94%	\$272,888.59	26.92%
Total Support	\$9,049,718.97	\$9,239,629.85	\$0.00	\$18,289,348.82	\$0.00	\$0.00	\$0.00	\$0.00	\$18,289,348.82	\$117,902,035.00	15.51%	\$14,384,872.10	12.65%
Community Services													
Salaries	\$24,545.71	\$24,545.71		\$49,091.42		\$0.00	\$0.00	\$0.00	\$49,091.42	\$436,875.00	11.24%	\$63,770.51	15.85%
Benefits	\$14,220.78	\$14,177.98		\$28,398.76		\$0.00	\$0.00	\$0.00	\$28,398.76	\$238,050.00	11.93%	\$31,816.75	15.27%
Purchased Service	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$67,366.00	0.00%	\$3,550.62	4.07%
Supplies/Materials	\$1,763.95	\$0.00		\$1,763.95		\$0.00	\$0.00	\$0.00	\$1,763.95	\$17,543.00	10.06%	\$141.13	0.65%
Capital Purchases	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,020.00	0.00%	\$0.00	0.00%
Other	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$6,130.00	0.00%	\$0.00	0.00%
Total Community Services	\$40,530.44	\$38,723.69	\$0.00	\$79,254.13	\$0.00	\$0.00	\$0.00	\$0.00	\$79,254.13	\$766,984.00	10.33%	\$99,279.01	13.67%
Capital Projects													
Purchased Service	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Capital Purchases	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%	\$0.00	0.00%
Total Capital Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%	\$0.00	0.00%
Debt Service Payment	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Transfers	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Contingency/Ending Balance*	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,920,094.00	0.00%	\$0.00	0.00%
Total Expenditures	\$10,066,925.80	\$10,396,875.35	\$0.00	\$20,463,801.15	\$0.00	\$0.00	\$0.00	\$0.00	\$20,463,801.15	\$309,922,434.00	6.60%	\$16,459,715.87	5.49%

Interest Earnings	1st Quarter	2nd Quarter
General Fund		
Debt Service Fund		
Capital Projects Fund		
Total Earnings	\$0.00	\$0.00

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
ACCEPT GIFTS AND DONATIONS
(as of August 31, 2026)

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 June - August 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
September 22, 2026
DIVISION 22 STANDARDS FOR PUBLIC ELEMENTARY AND SECONDARY
SCHOOLS 2025-26 ASSURANCE FORM

SITUATION

Each year, the Oregon Department of Education requires that all school district superintendents report to their communities their district's standing regarding compliance with the Division 22 Standards for Public Elementary and Secondary Schools.

Following an internal monitoring and reporting process, districts must complete and return to the Oregon Department of Education the annual Division 22 Assurance Form. This form provides an opportunity to:

1. Assure the district's compliance with Division 22 standards.
2. Assure that the district's status regarding Division 22 has been reported publicly.
3. Identify any areas found to be out of compliance and provide an action plan for bringing those areas into compliance.

After a review of Division 22 standards by the appropriate personnel, the Hillsboro School District assures the Hillsboro School District is in compliance in all categories in Division 22 in the 2025-26 school year.

The Assistant Superintendent for Academic Services will share the 2025-26 update on Division 22 compliance, as well as changes to Division 22 for the 2025-2026 and 2026-2027 school years.

RECOMMENDATION

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

Hillsboro School District

Report on Compliance with Public School Standards

2025-26 School Year

By November 1 of each year, school district superintendents are required by [OAR 581-022-2305: District Assurances of Compliance with Public School Standards](#) to report to their community on the district's status with respect to all of the Standards for Public Elementary and Secondary Schools. The Standards are adopted by the State Board of Education and set out in Oregon Administrative Rules Chapter 581, Division 22.

The table below contains a summary of **Hillsboro** School District's compliance with each of the requirements of Oregon's administrative rules found in [DIVISION 22 - STANDARDS FOR PUBLIC ELEMENTARY AND SECONDARY SCHOOLS](#) during the 2025-26 school year. For each rule reported as out of compliance, **Hillsboro** School District has provided an explanation of why the school district was out of compliance and the school district's proposed corrective action plan to come into compliance. The corrective action must be approved by ODE and completed by the district by the beginning of the 2027-28 school year.

What are the requirements of the standards? For a general overview of what each rule/standard requires, consult this high-level [Rules at a Glance summary](#). For specific, comprehensive requirements, use the links below for each individual rule.

Category: High-Quality Learning Experiences for All Students

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2000 Diploma Requirements	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2010 Modified Diploma	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2015 Extended Diploma	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2020 Certificate of Attendance	In compliance	The district has met all of the requirements for this rule.	Not applicable

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2050 Human Sexuality Education	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2055 Career Education	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2263 Physical Education Requirements *Elementary Grades	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2263 Physical Education Requirements *Middle Grades	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2340 Media Programs	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2350 Independent Adoptions of Instructional Materials	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2355 Instructional Materials Adoption	In compliance	The district has met all of the requirements for this rule. February 2025 the Hillsboro School Board approved the adoption of instructional materials. Implementation of middle and high school instructional materials in the classroom in Fall 2025. Implementation of elementary instructional materials in the classroom in Fall 2026.	Not applicable
581-022-2360 Postponement of Purchase	In compliance	The district has met all of the requirements for this rule. District	Not applicable

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
of State-Adopted Instructional Materials		submitted postponement request for K-12 Science on 11/08/24 and approved on 11/13/24.	
581-022-2440 Teacher Training Related to Dyslexia	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2500 Programs and Services for TAG Students- Sections (1) and (2) TAG Plan Requirements	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2500 Programs and Services for TAG Students – Sections (3) and (4): Instruction Requirements	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2505 Alternative Education Programs	In compliance	The district has met all of the requirements for this rule.	Not applicable

Category: Aligned and Focused Educational Systems

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2025 Credit Options	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2030 District Curriculum	In compliance	The district has met all of the requirements for this rule.	Not applicable

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2060 Comprehensive School Counseling	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2100 Administration of State Assessments	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2110 Exception of Students with Disabilities from State Assessments	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2115 Assessment of Essential Skills: Diploma Requirements	Waived through the end of 2027-28 school year	Not applicable	Not applicable
581-022-2115(2) Assessment of Essential Skills: Local Performance Assessment Requirement	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2120 Essential Skill Assessments for English Language Learners	Waived through the end of 2027-28 school year	Not applicable	Not applicable
581-022-2250 District Improvement Plan	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2260 Records and Reports	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2265 Report on PE Data	In compliance	The district has met all of the requirements for this rule.	Not applicable

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2300 Standardization	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2305 District Assurances of Compliance with Public School Standards	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2315 Special Education for Children with Disabilities	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2320 Required Instructional Time	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2323 Preserving Student Instructional Time	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2325 Identification of Academically Talented and Intellectually Gifted Students	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2335 Daily Class Size	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2400 Personnel	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2445 Universal Screenings for Risk Factors of Dyslexia	In compliance	The district has met all of the requirements for this rule.	Not applicable

Category: Engaged Partners and Communities

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2005 Veterans Diploma	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2255 School and District Performance Report Criteria	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2270 Individual Student Assessment, Recordkeeping and Reporting	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2307 Educational Equity Advisory Committees	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2330 Rights of Parents of TAG Students	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2370 Complaint Procedures	In compliance	The district has met all of the requirements for this rule.	Not applicable

Category: Safe & Inclusive Schools

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2045 Substance Use Prevention and Intervention Plan	In compliance	The district has met all of the requirements for this rule.	Not applicable

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2205 Policies on Reporting of Child Abuse	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2210 Anabolic Steroids and Performance Enhancing Substances	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2215 Safety of School Sports – Concussions	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2220 Health Services	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2223 Healthy and Safe Schools Plan	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2225 Emergency Plans and Safety Programs	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2230 Asbestos Management Plans	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2267 Annual Report on Restraint and Seclusion	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2308 Agreements Entered Into with Voluntary Organizations	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2310 Equal Education Opportunities	In compliance	The district has met all of the requirements for this rule.	Not applicable

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2312 Every Student Belongs	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2345 Auxiliary Services	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2430 Fingerprinting of Subject Individuals in Positions Not Requiring Licensure as Teachers, Administrators, Personnel Specialists, School Nurses	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2510 Suicide Prevention Plan	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2515 Menstrual Dignity for Students	In compliance	The district has met all of the requirements for this rule.	Not applicable

Category: Committed and Supportive Staff

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2405 Personnel Policies	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2410 Teacher and Administrator Evaluation and Support	In compliance	The district has met all of the requirements for this rule.	Not applicable

Rule # and Title	Status	Explanation/Evidence	Corrective Action Plan & Timeline
581-022-2415 Core Teaching Standards	In compliance	The district has met all of the requirements for this rule.	Not applicable
581-022-2420 Educational Leadership - Administrator Standards	In compliance	The district has met all of the requirements for this rule.	Not applicable

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
APPOINT COMMUNITY CURRICULUM ADVISORY COMMITTEE MEMBERS

SITUATION

In accordance with policy IFF, the Board of Directors has established the Community Curriculum Advisory Committee (CCAC) to provide for community involvement in the development of curriculum and instructional programs and input into those curricular areas identified by the Board. The CCAC consists of parents and community members who reside in the District attendance area, and includes student representation, as appropriate. CCAC members may not be current HSD employees. A value of the Board and CCAC is to recruit community members with diverse perspectives that reflect the population of the District.

CCAC members are appointed by the Board. The term of service for CCAC members is two years, and terms are staggered so that one-half of members' terms end each year. CCAC members who apply for reinstatement may be appointed by the Board to serve as many consecutive terms as are deemed appropriate.

The Board, in consultation with the CCAC chair and District staff, determines the number of participants that is sufficient to fulfill the responsibilities of the committee. In 2014, the Board agreed that the number of adult members serving on the committee in previous years (14) would serve as a baseline for the CCAC, with a goal of appointing five additional student members. If more or fewer qualified candidates apply, the Board, in consultation with District staff and the CCAC chair, will have the discretion to adjust the number of members, and define the process for appointing them.

Information regarding CCAC membership and applications:

- Seven active CCAC community members and zero students are continuing terms.
- At this time, three applications have been received for community members interested in serving on the CCAC, along with eight student applications.

During tonight's work session, applicants were invited to introduce themselves, and the Board discussed the selection process. During this evening's regular session, Board members will identify a slate of candidates who will be officially appointed to fill the open positions. New members who are appointed by the Board this evening will be able to participate in the first CCAC meeting of the 2026-27 school year on Monday, November 2, 2026.

RECOMMENDATION

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

I move that the Board of Directors appoint the following candidates to two-year positions:

Position 1: _____
Position 3: _____
Position 5: _____
Position 7: _____
Position 8: _____
Position 12: _____
Position 13: _____

Student Position 1: _____
Student Position 2: _____
Student Position 3: _____
Student Position 4: _____
Student Position 5: _____
Student Position 6: _____

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
NOMINATE MEMBER(S) TO OSBA BOARD OF DIRECTORS - POSITION 15

SITUATION

Oregon School Boards Association (OSBA) is seeking nominations for positions on the OSBA Board of Directors. Washington County school districts (Banks, Beaverton, Forest Grove, Gaston, Hillsboro, Sherwood, and Tigard-Tualatin) are represented by positions 15, 16, and 20, which are staggered, two-year terms for the Board of Directors. Nominations are open for position 15 (currently held by Clinton Nelson, Gaston) on the OSBA Board of Directors.

Candidates for the OSBA Board of Directors must be nominated by official action of a member board within their region, using an official nomination form, within the timelines specified by OSBA, and based on the following provisions:

- Candidates must be active members of a local board that is a dues-paying member of OSBA within the represented area.
- The nomination must be an official action of the local board in the represented area.
- Candidates must complete an OSBA Board of Directors Candidate Questionnaire form and Candidate Resume form.

Nominations will close on September 30, 2026. In mid-October, OSBA will distribute official ballots to member boards. Each member board shall have one vote for each open OSBA board position in their geographic area. Voting will open on October 15 and close on December 15. Newly elected members of the OSBA board will officially take office on January 1, 2027.

RECOMMENDATION

The Superintendent recommends that the Board of Directors nominate interested candidates for OSBA Board of Directors position 15.

I move that the Board of Directors nominate [insert candidate name] for the OSBA Board of Director position number 15.

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
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.

The HSD departments and school below have identified the following equipment and supplies 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 online marketplace, or disposed of per District Policy [DN-AR D1.pdf](#). The intended means of disposal is indicated per section.

Facilities Department

Custodial Equipment

- RX Express 3 carpet extractor. Non-working condition.
- Express multi-surface cleaner. Non-working condition.
- Dayton sweeper. Working condition. Old equipment that no longer serves the district.
- Magna twin 3000 vacuum. Working condition. Old equipment that no longer serves the district.
- Nobles speed scrub 2001. Non-working condition

All items intended to go to auction

Outdated and Unsupported Cell Phones

- (qty 40) Samsung S20

All items intended to go to auction

HVAC Controllers - Old Siemens Apogee Controllers/ No longer compatible with system

- (qty 29) BACNET actuators
- (qty 8) PXC100 Main Controllers
- (qty 20) TXS1.12F4 Controller
- (qty 12) TMX1 Controller
- (qty 5) MEC Controller
- (qty 1) MEC model 1200F Controller
- (qty 5) VAV CO2 Sensors

All items intended to go to auction

Nutrition Services Department

Fleet Vehicle

2019 Ford F-650 Vin-IFDWF6DC7KDF09350

- Engine and cab of the truck caught fire and burned.
- Last known mileage approximately 23,000
- Refrigerated box functions to be used in replacement truck

The cab and chassis intended for salvage

Transportation Department

School Buses

- (3) Special Accommodation School Buses (257, 258, 259)
- (10) Regular School Buses (166, 167, 176, 177, 178, 179, 180, 183, 184, 185)

All School Buses will be scrapped due to age of engine

Fleet Vehicles

- (2) Fleet Vehicles (M3, M12)

All Fleet Vehicles are intended to go to auction

Hillsboro High Department

Athletic Equipment

- Lift Fitness 95c lifecycle (qty 3)
Equipment works has options to include tv/cable, wires are there but no tv included
- Octane Fitness pro 4700 (qty 2)
Equipment works has options to include tv/cable, wires are there but no tv included
- Octane Fitness pro 4700 touch (qty 2)
Unknown. No power cord available
- Nautilus row machine
Good for parts only
- Nautilus leg extension
Good for parts only

All items intended to go to auction

RECOMMENDATION

The Superintendent recommends the Board of Directors declare the HSD Facilities, Nutrition Services, Transportation and Hillsboro High School Athletic Departments equipment surplus, and authorize the disposal in accordance with District Surplus Procedures.

I move that the Board of Directors declare the HSD Facilities, Nutrition Services, Transportation and Hillsboro High School Athletic departments equipment surplus, and authorize the disposal in accordance with District Surplus Procedures.

RESOLUTION ON NOVEMBER 2026 BOND

WHEREAS, the Oregon Department of Education does not provide for the capital investment needs of public school districts through normal school funding; and

WHEREAS, general obligation bonds are the mechanism available to Oregon public school districts for raising money in support of infrastructure and other capital expenditures; and

WHEREAS, the Hillsboro School District serves nearly 18,000 students in 37 schools and two alternative programs; manages 42 buildings representing more than 2.7 million square feet of interior space and more than 552 acres of grounds; maintains more than 19 fields, 5 tracks, 25 tennis courts, and the fencing surrounding them; operates a fleet of more than 200 school buses that travel over 11,000 miles each day transporting students; and serves nearly 16,000 meals out of school kitchens each day; and

WHEREAS, in the nine years since passage of the district's last bond, many systems, structures, pieces of equipment, educational spaces, and other infrastructure items are either insufficient to meet current needs or have reached or are approaching the end of their useful life; and

WHEREAS, there will be a planned drop in repayment rates for the outstanding balance on the district's 2017 bond occurring after the property tax collection in the fall of 2026, providing an opportunity to pass a new bond and keep bond rates consistent; and

WHEREAS, at the May 26, 2026, regular session, the Hillsboro School District Board of Directors unanimously approved the capital construction bond proposal created by the Bond Development Committee for the November 2026 election and adopted the resolution calling a measure election for general obligation bonds;

NOW, THEREFORE, BE IT RESOLVED, that the Hillsboro School District Board of Directors affirms the necessity of passing Measure 34-355, which would authorize the District to sell \$430 million worth of general obligation bonds to complete needed capital projects over the next several years; and

BE IT FURTHER RESOLVED, that the Hillsboro School District Board of Directors urges community members to inform themselves about the proposed bond, support the advocacy effort, and vote yes on Measure 34-355 in the November 3, 2026, election.

APPROVED AND ADOPTED this 22nd day of September, 2026, by the Hillsboro School District Board of Directors

By: _____

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HILLSBORO SCHOOL DISTRICT
September 22, 2026
LOCAL CONTRACTORS REVIEW BOARD:
APPROVE CONTRACT FOR OWNER’S REPRESENTATIVE SERVICES

SITUATION

On July 29, 2026, the Hillsboro School District advertised a request for proposals (RFP) for Construction Management Services – 2026 Capital Bond in the Daily Journal of Commerce and on OregonBuys.

The RFP sought responses from qualified construction management firms interested in providing owner’s representation services to aid in planning, subcontracting, overseeing, and implementing construction projects to be funded by the bond levy of \$430 million, assuming passage by voters in November 2026.

These owner’s representation services are to be provided over the life of the Bond (estimated to be fall 2026 through December 2031) to maximize availability of contractors and the clustering of like projects, while minimizing both cost and disruption to schools.

FINDINGS OF FACT

Four firms submitted responsive proposals by the deadline of August 24, 2026, and were evaluated by a six-person staff team according to criteria and a scoring rubric provided in the RFP. All four firms were then interviewed by the team and re-scored, also per the RFP. The top two firms advanced to follow-up interviews and reference checks, which helped determine the sole finalist: Cornerstone Management Group (aka Cornerstone or CMG).

On September 10, 2026, the District sent an official Notification of Intent to Award (NOITA) email to all candidates informing them of Cornerstone’s selection.

The District and Cornerstone subsequently agreed on the tentative contract, which is included for your reference.

RECOMMENDATION

The Superintendent recommends that the Board of Directors, acting in the capacity of the Local Contract Review Board, conduct a public hearing to allow comments on the proposed contract between Hillsboro School District and Cornerstone Management Group for owner’s representative services, and act on the following motion:

I move that the Board of Directors, acting in the capacity of the Local Contract Review Board, approve the contract with Cornerstone Management Group for owner’s representative services for the November 2026 Bond.

OWNER’S REPRESENTATIVE SERVICES AGREEMENT
between
Hillsboro School District
and
Cornerstone Management Group LLC

This Owner’s Representative Services Agreement (this “Agreement”) is made as of September 22, 2026, (the “Effective Date”), by and between Hillsboro School District, an Oregon public school district duly organized under ORS chapter 332 (“Owner”), and Cornerstone Management Group LLC, an Oregon limited liability company (“Representative”), for owner’s representative services for the project more fully described in Exhibit 1 (the “Project”).

REPRESENTATIVE DATA

Representative attests that it is an independent contractor solely responsible for the Services (as described in Exhibit 1) performed under this Agreement. Representative and its subconsultants, employees, and agents shall not be deemed employees of Owner. Representative shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for the Services under this Agreement.

Full Business Name: Cornerstone Management Group LLC

Address: 9885 Choctaw St

City, State, ZIP: Tualatin, OR, 97062

Business Telephone: 503-705-4640

Facsimile: n/a

Email: johna@cornerstonemgi.com

Federal Tax Identification Number (TIN) or Social Security Number (SSN): 99-5144437

Representative must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Agreement. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Representative.

Representative certifies under penalty of perjury that Representative is a

☐ Sole Proprietor ☐ Corporation ☒ Limited Liability Company
☐ Partnership ☐ Other [describe: _____]

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

ARTICLE I DEFINITIONS

- 1.1 “Amendment” means any written amendment to this Agreement executed by both parties.
- 1.2 “Contract Documents” consist of this Agreement, including Exhibit 1 (Statement of Work, Compensation, Payment, and Renewal Terms); Exhibit 2 (Insurance Requirements); Exhibit 3 (Request for Proposals); Exhibit 4 (Representative Proposal). The Contract Documents also include any Amendments, Project Consultant Agreements, and Project Contractor Agreements.
- 1.3 “Force Majeure Event” means acts of God, acts of civil emergency or military authorities, fires, floods, unusual and unanticipated adverse weather conditions, earthquakes, pandemics, strikes or labor disturbances not caused by the party benefited by the delay, civil commotion, or war.
- 1.4 “Personnel” means Representative’s Authorized Representative, professional employees or agents, and any of its subcontractors.
- 1.5 “Project Consultants” means architects, planners, designers, engineers, financial advisers, and others retained by Owner who shall furnish professional and other services involved in the Project, excluding Representative.
- 1.6 “Project Consultant Agreements” means contracts entered into by Owner with the Project Consultants.
- 1.7 “Project Contractors” means the general contractors, subcontractors of any tier, vendors, suppliers, manufacturers, and others contracted by Owner to furnish labor, professional services, materials, or equipment to or for Owner in connection with the Project.

- 1.8 “Project Contractor Agreements” means contracts entered into by Owner with Project Contractors.
- 1.9 “Project Team” consists of Owner, Representative, Project Consultants, and Project Contractors.

ARTICLE II SERVICES

- 2.1 Performance. Representative will perform the Services (a) in accordance with and subject to the terms and conditions of this Agreement; (b) in compliance with all federal, state, and local laws applicable to Representative’s performance of the Services, including but not limited to laws, rules, regulations, and policies concerning workers’ compensation, equal employment, and nondiscrimination requirements; (c) in accordance with the standard of skill, expertise, and care for construction consultants and managers of similar experience performing similar services for projects of similar scope and complexity to the Project in the Portland, Oregon, metropolitan area; and (d) in coordination and cooperation with Owner.
- 2.2 Schedule. Owner and Representative will mutually agree upon a schedule within six months of the Effective Date of this Agreement. Owner and Representative will amend this Agreement to include the schedule as an exhibit.
- 2.3 Information Provided by Owner. Representative will review information provided by Owner, and to the extent that Representative has actual knowledge of any actual or apparent deficiencies, defects, or timelines in such information, Representative will promptly notify Owner in writing.
- 2.4 Personnel.
- (a) Representative’s Authorized Representative is identified in Section 8.1 of this Agreement and will perform or manage the performance of the Services to be provided by Representative.
 - (b) Representative’s Personnel must be reasonably satisfactory to Owner, and Owner may require the removal and replacement of any or all of them upon 10 days’ notice to Representative.

- (c) Representative's subcontractors will be licensed or registered according to their respective professional disciplines. If any of the Services require licensure or registration, Representative's Personnel will be properly licensed or registered to perform those Services.
- (d) So long as they remain employed by Representative, Representative may not otherwise remove or replace any of its Key Personnel or cause them to leave the Project for any reason, including without limitation to work on other projects or take extended vacations or sabbaticals (but excluding standard sick leave and vacations), without 30 days' advance written notice to, and the prior consent of, Owner. Any replacement for Key Personnel must have qualifications and experience comparable to or better than the individual being replaced and must be reasonably acceptable to Owner
- (e) Representative's Key Personnel consist of the following individuals:

Name	Title
John Abel	Program Manager
Ken Bell	Planning & Programming Manager, Project Manager
Keisha Locklear	Pre-Design/Pre-Construction Manager, Project Manager
Mary Dolan	Project Manager/Energy Incentive Coordinator
Casey Cunningham	Project Manager
Luke Harkness	Project Manager
Craig Markus	Senior Budget Manager

- 2.5 Independent Contractor. By its signature on this Agreement, Representative certifies that the Services to be performed under this Agreement are those of an independent contractor as defined in ORS 670.600, and that Representative is solely responsible for the Services performed under this Agreement. Representative represents and warrants that Representative, its subcontractors, employees, and agents are not "officers, agents, or employees" of Owner within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Representative shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for Services under this Agreement.
- 2.6 Compliance With Policies. Representative agrees to comply with all Owner policies and standards applicable to the Project.

2.7 Confidential Information.

- (a) Restrictions on Use and Disclosure. Representative will not communicate or disclose at any time to any person or entity any information obtained or made available to Representative for purposes of the Services, or incidentally obtained or observed by it, that Owner has designated as confidential (“Confidential Information”) except: (i) with prior written consent of Owner; (ii) information that was in the public domain before the Effective Date; (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of Representative; or (iv) when withholding of the information would violate the law or create the risk of significant harm to the public.
- (b) Obligation to Protect Confidential Information. Representative will establish and maintain appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of any of Owner’s Confidential Information, in accordance with the standards of the applicable industry and as otherwise required by applicable law.
- (c) FERPA. In addition to, and notwithstanding anything to the contrary in subsections 2.7(a) and (b) above, as required by the Family Educational Rights and Privacy Act, 20 USC § 1232(g) (FERPA) and ORS 326.565, Representative shall not disclose any information or records regarding students or their families that Representative may learn or obtain in the course and scope of its performance of this Agreement. The parties recognize that FERPA imposes strict penalties for improper disclosure or redisclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records, for at least five years (34 CFR § 99.33(e)). Therefore, consistent with FERPA’s requirements, personally identifiable information obtained by Representative in the performance of this Agreement may not be redisclosed to third parties without the written consent of the student’s parent or guardian and must be used only for the purposes identified in this Agreement.

(d) Survival. The confidentiality obligations under this Section 2.7 survive termination of this Agreement.

- 2.8 Subcontractors. Except as otherwise expressly allowed in the scope of the Services set forth in Exhibit 1, Representative will not subcontract the performance of any Services without Owner's prior written consent. Notwithstanding the existence or terms of any subcontract, Representative will remain responsible to Owner for the full performance of the Services, including the Services that may be performed under a subcontract with a subcontractor.
- 2.9 Use of Name and Publicity. Representative will not use the name, insignia, or symbols of Owner, or the name of any executive, staff member, volunteer, board member, student, or agent for any promotional purpose (including in connection with providing the Services) without Owner's prior written consent. Unless required by law or as contemplated in this Agreement, Representative will not make any press releases or public announcements, or speak with any media or press outlet regarding the Project or the Services without Owner's prior written consent.
- 2.10 Construction Means and Methods; Cost Estimates. Representative will not have control over and will not be responsible for construction means, methods, and techniques, since these are solely the responsibility of the Project Contractors under the Project Contractor Agreements. Evaluation of Project budgets, preliminary estimates of construction costs, and detailed estimates of contractor cost, if prepared by Representative, represent Representative's good-faith judgment based on its experience and expertise.
- 2.11 Scope of Representative's Review. Representative will review the work of the Project Consultants and Project Contractors for defects and deficiencies without assuming any responsibility for design or construction defects or deficiencies that Representative does not or should reasonably be expected to discover, recognizing that Representative is not acting as the architect or engineer of record. If Representative discovers any defects or inadequate construction or design, Representative will (a) notify Owner of these problems and deficiencies and (b) make appropriate recommendations to Owner in the form of a weekly report. If Representative discovers any defect or inadequate construction or design that poses an imminent threat to safety of persons or property,

Representative will act, at Representative's reasonable discretion, to prevent threatened damage, injury, or loss and immediately notify Owner.

2.12 Time Is of the Essence. Representative will perform the Services in accordance with the Schedule and as expeditiously as is consistent with the professional skill and care described in Section 2.1 and the orderly progress of the Project. Time is of the essence under this Agreement.

2.13 Services Rendered on Owner's Property.

- (a) Identification. Personnel performing the Services on Owner's property or for Owner shall be in appropriate attire all times. In addition, all such persons shall carry photo identification and will present such identification to anyone upon request. If such identification cannot be produced by Representative, or is not acceptable to Owner, Owner may provide, at its sole discretion, such identification tags to Representative. Representative shall bear the entire cost of producing and assigning such identification.
- (b) Smoking, Drugs, and Firearms. Smoking or other use of tobacco is prohibited on Owner's property. Owner maintains a drug-free environment except to the extent that drugs are medically prescribed and used consistently with those prescriptions. Representative and its Personnel may not work under the influence of or be impaired or affected by any unauthorized or illegal drugs, cannabis, or alcohol. Except as provided by Oregon statutes and Owner policy, weapons and firearms are prohibited on Owner's property.
- (c) No Unsupervised Contact With Students. "Unsupervised contact with students" means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision. Representative will ensure that Personnel will have no direct, unsupervised contact with students while on Owner's property. Representative authorizes Owner to obtain information about Representative and Representative's history and to conduct a criminal background check, including fingerprinting, of any Personnel who will be present on Owner's property. Representative also agrees to cause Representative's Personnel to authorize Owner to conduct such background checks. Owner may deduct the cost of such

fees from payment to Representative under this Agreement, unless Representative elects to pay such fees directly. Representative shall not deploy any employee or agent to provide the Services under this Agreement if (a) the employee or agent would have direct, unsupervised contact with students as determined by Owner, and (b) the employee or agent has been convicted of a crime listed in ORS 342.143(3).

- 2.14 Ownership of Work. All work product created by Representative as part of Representative's performance of this Agreement, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of Owner. If any such work product contains intellectual property of Representative that is or could be protected by federal copyright, patent, or trademark laws, Representative hereby grants Owner a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, reuse (in whole or in part), all such work product, and to authorize others to do so. Owner shall have no rights in any preexisting work product of Representative provided to Owner by Representative in the performance of this Agreement except to copy, use, and reuse any such work product for Owner use only. If this Agreement is terminated by either party or by default, Owner, in addition to any other rights provided by this Agreement, may require Representative to transfer and deliver such partially completed work product, reports, or other documentation that Representative has specifically developed or specifically acquired for the performance of this Agreement.
- 2.15 Nondiscrimination (Required by ORS 279A.110). Representative shall not discriminate against a subcontractor when awarding subcontracts because the subcontractor is a disadvantaged business enterprise, a minority-owned or women-owned business, an emerging small businesses certified under ORS 200.055, or a business that is owned by a service-disabled veteran.
- 2.16 Tax Compliance Warranty (Required by ORS 279B.045). Representative represents and warrants that Representative has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Representative covenants that Representative will continue to comply with the tax laws of this state or a political subdivision of this state

during the term of this Agreement. Failure by Representative to comply with the applicable tax laws of this state or a political subdivision of this state before the execution of this Agreement or during the term of this Agreement is a default for which Owner may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

2.17 Payment of Laborers. As required by ORS 279B.220 and 279C.505, Representative shall:

- (a) Make payment promptly, as due, to all persons supplying to Representative labor or material for the prosecution of the Services provided under this Agreement;
- (b) Pay all contributions or amounts owed to the Industrial Accident Fund by Representative or subcontractors, if permitted, incurred in the performance of this Agreement;
- (c) Not permit any lien or claim to be filed or prosecuted against Owner on account of any labor or material furnished; and
- (d) Pay to the Department of Revenue all sums withheld from employees in accordance with ORS 316.167.
 - (i) If Representative fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Agreement as such claim becomes due, Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds owed or to become owed to Representative by reason of this Agreement.
 - (ii) The payment of a claim in this manner shall not relieve Representative or Representative's surety, if any, from obligation with respect to any unpaid claims.

2.18 Hours of Labor, Pay Equity, Salary Discussion (Required by ORS 279B.020, 279B.235, and 279C.540(6)).

- (a) Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
- (b) These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (c) Representative shall give notice in writing to its employees who perform work under this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (d) Representative shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of this Agreement. Failure to is a breach that entitles Owner to terminate this Agreement for cause.
- (e) Representative may not prohibit any of Representative's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.

2.19 Limitation on Claims (Required by ORS 279C.545).

- (a) For Representative's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Representative shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Representative within 90 days from the completion of this Agreement, providing Representative has:

- (i) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this Section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work; and
- (ii) Maintained such circular continuously posted from the inception to the completion of this Agreement on which workers are or have been employed

2.20 Payment for Medical Care and Workers' Compensation (Required by ORS 279B.230 and 279C.530).

- (a) Representative shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services, or other needed care and attention incident to sickness or injury to the employees of Representative, of all sums that Representative agrees to pay for the services and all moneys and sums that Representative collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
- (b) All subject employers working under this Agreement are either employers that will comply with ORS 656.017 (addressing workers' compensation) or employers that are exempt under ORS 656.126. If Representative claims to be exempt, Representative will complete the exemption certificate in a form acceptable to Owner.

2.21 Sexual Abuse and Misconduct Reporting and Training (ORS 339.370 to 339.400). All Representative's staff must be trained annually on sexual abuse and misconduct information and reporting as required by ORS 339.400(2).

**ARTICLE III
OWNER'S OBLIGATIONS**

3.1 Owner's Authorized Representative. Owner's Authorized Representative regarding the Services is designated in Section 8.1 of this Agreement.

- 3.2 Information. Owner will make the following information available to Representative upon request:
- (a) Additional requirements for performance of the Services.
 - (b) Project information, including previous reports, plans, and other data relative to the design and construction of the Project.
 - (c) Project site information within Owner's possession and control.
- 3.3 Access. Owner will provide Representative with access to the Project site as required for Representative's performance of the Services. Representative will provide its Personnel with cell phones and all other necessary computer hardware at its expense. Representative will provide standard office software at its own expense.
- 3.4 Notice of Defects. Owner will notify Representative whenever Owner observes or otherwise becomes aware of any defect in the Project or deficiency in the Services.
- 3.5 Response to Requests. Owner will respond to Representative's requests for information, change orders, progress reports, and applications/certifications for payment.

ARTICLE IV COMPENSATION

- 4.1 Cost of the Services. Representative will be compensated for the cost of performing the Services, subject to subsection 4.1(c). The Cost of the Services will include only the time expended on the Project at the hourly rates identified in subsection 4.1(a) (the "Hourly Rates"), which may be subject to a maximum increase of 3% per year beginning 24 months after the Effective Date of this Agreement and reimbursable expenses as defined in Section 4.1(b) (the "Reimbursable Expenses") (collectively, the "Cost of the Services"):
- (a) Hourly Rates. Set forth in Exhibit 4.
 - (b) Reimbursable Expenses. Set forth in Exhibit 1.
 - (c) Not-to-Exceed Amounts.

(i) The Cost of the Services will not exceed \$6,269,400 (the “Total Not-to-Exceed Amount”). Reimbursable Expenses are included in the Total Not-to-Exceed Amount.

(ii) Once Owner and Representative agree upon the schedule described in Section 2.2, Representative will provide an itemization of the Total Not-to-Exceed Amount that includes Representative’s annual allocation of the Total Not-to-Exceed Amount during the Initial Term of this Agreement. Each such allocation is an “Annual Not-to-Exceed-Amount.” Representative’s Cost of Services in a given year will not exceed that year’s Annual Not-to-Exceed Amount.

(iii) The Total Not-to-Exceed Amount and any Annual Not-to-Exceed Amount may be adjusted as mutually agreed in writing by Owner and Representative and documented as an Amendment to this Agreement. Owner will have no obligation to make any payments for Services in a given year in excess of that year’s Annual Not-to-Exceed Amount. Owner will have no obligation to make any payments to Representative in excess of the Total Not-to-Exceed Amount.

4.2 Invoices and Payment.

(a) Invoice Requirements. By the seventh day of each calendar month (or, if the seventh day falls on a weekend or holiday, the next business day) during which Representative performs the Services, Representative will submit an invoice to Owner for the compensation for the Services performed by Representative during the preceding month. Each progress payment will be based on the Cost of the Services incurred for that time period. Each invoice will be in form and content reasonably acceptable to Owner and will include (i) unconditional releases and waivers of lien and bond claims from Representative and any of its subcontractors and suppliers, covering everything for which Representative has been paid by Owner, and binding conditional waivers for all Services for which payment is requested in the invoice, and (ii) if applicable, an itemization of any Reimbursable Expenses and Hourly Rates. Representative will furnish such receipts, documents, and information as Owner may reasonably request to verify any expenses invoiced under this Agreement. The compensation and other

amounts payable to Representative under this Agreement include all applicable sales, use, excise, and other taxes.

- (b) Payment. All amounts payable to Representative under this Agreement are due within 30 days of Owner's receipt of the invoice, provided that Representative has met the requirements set forth in subsection 4.2(a). No payment will be owing to Representative, however, if and to the extent that Representative has not fully paid its subcontractors and suppliers for all amounts owing to them, including without limitation from all of Owner's prior payments to Representative for any services or materials provided by Representative's subcontractors and suppliers. If Owner contests an invoice, Owner shall promptly advise Representative of the basis for doing so, and may withhold only that portion so contested and will pay any undisputed portion.

- 4.3 Access to Records. Representative agrees that Owner and its authorized representatives shall have access to the books, documents, papers, and records of Representative that are pertinent to this Agreement for the purpose of performing financial or performance audits or for review and copying. Representative shall maintain all fiscal records directly relating to this Agreement in accordance with generally accepted accounting principles. In addition, Representative shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Representative's performance. Representative shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of seven years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

ARTICLE V TERM AND TERMINATION

- 5.1 Commencement and Expiration.

- (a) Initial Term. This Agreement runs from the Effective Date until the Project reaches final completion (the "Initial Term").

- (b) Extended Term. Upon the expiration of the Initial Term, the parties may mutually agree in writing to extend the term of this Agreement (the “Extended Term”) (collectively, the Initial Term and the Extended Term are referred to as the “Term”). The Extended Term will expire upon the earlier of
- (i) Representative’s completion of the Services, (ii) 90 days after the Project reaches final completion, or (iii) any length of time as the parties may agree, unless terminated earlier in accordance with this Agreement or unless otherwise agreed to in writing by the parties.

- 5.2 Termination for Cause. A party shall be in default under this Agreement if the party
- (a) fails to make a payment due under this Agreement and such failure is not cured within 20 days following receipt of notice of the default from the nondefaulting party; or
- (b) materially fails to perform any of its nonmonetary obligations under this Agreement and such failure is not cured within 30 days following its receipt of notice of the failure from the nondefaulting party. However, if a nonmonetary failure cannot be reasonably cured within such 30-day period, the defaulting party shall have such additional time as is reasonably necessary to cure the default, so long as that party has commenced the cure within the initial 30-day period and diligently prosecutes the cure to completion within 60 days thereafter. Following a default that is not cured prior to the expiration of the applicable cure period, the nondefaulting party, at its option, may elect to terminate this Agreement by sending a written termination notice to the defaulting party indicating its election to terminate this Agreement and establishing the effective date of the termination, which may be immediately. An election by the nondefaulting party to terminate this Agreement shall be in addition to and not in lieu of any other remedies available to the nondefaulting party at law or in equity, but subject to the terms of this Agreement. Upon any termination by Owner under this Section 5.2, Representative will be entitled to equitable compensation (fees and expenses) for the Services satisfactorily performed prior to the date of termination, less a reasonable reduction for costs incurred by Owner as a result of Representative’s default. Any such payment will be due and payable within 45 days following the termination of this Agreement.

- 5.3 Termination Without Cause.

- (a) Owner may terminate this Agreement at any time, without cause, by giving Representative not less than 14 days' prior written notice of its election to terminate this Agreement.
 - (b) Funding for the Project is contingent on the passage of a bond measure that Owner will refer to the November 2026 ballot ("the Bond Measure"). If the Bond Measure does not pass, Owner may terminate this Agreement effective upon written notice to the Representative.
 - (c) Upon any termination by Owner under this Section 5.3, Representative will be entitled to equitable compensation (fees and expenses) for the Services satisfactorily performed prior to the date of termination.
- 5.4 Effect of Termination. Upon any termination of this Agreement, unless otherwise agreed to by the parties, Representative will discontinue the provision of any Services on the date the termination is effective.
- 5.5 Document Return. Upon any termination of this Agreement, Representative agrees to promptly return to Owner all material and documents provided to Representative by Owner (including without limitation the items referenced in Section 3.2).
- 5.6 Suspension. If Owner suspends work on the Project under a Project Consultant Agreement or Project Contractor Agreement, Owner may suspend this Agreement for a like period of time.

ARTICLE VI INDEMNIFICATION

- 6.1 Indemnification.
- (a) Claims for Other than Professional Liability. Representative will indemnify, defend, and hold harmless Owner and its agents, officers, directors, volunteers, employees, committee members, and any affiliated or related entities for, from, and against any and all claims, damages, losses, demands, liabilities, causes of action, costs, and expenses (including reasonable attorney fees, expert fees, and litigation or arbitration costs) to the extent that any such claim, damage, loss,

demand, liability, cause of action, cost, or expense arises from the acts, errors, or omissions of Representative or its Personnel, agents, officers, or employees.

- (b) Claims for Professional Liability. Representative will indemnify and hold harmless Owner and its agents, officers, directors, volunteers, employees, committee members, and any affiliated or related entities for, from, and against any and all claims, damages, losses, demands, liabilities, causes of action, costs, and expenses (including reasonable attorney fees, expert fees, and litigation or arbitration costs) to the extent that any such claim, damage, loss, demand, liability, cause of action, cost, or expense arises from the acts, errors, or omissions of Representative or its Personnel, agents, officers, or employees.

6.2 Indemnification Limitations.

- (a) Representative is not required to indemnify Owner or its agents, officers, directors, volunteers, employees, committee members, or any affiliated or related entities for, from, or against liability for damage arising out of death or bodily injury to persons or damage to property to the extent caused in whole or in part by the negligence or willful misconduct of Owner or its agents, officers, employees, or any affiliated or related entities, but Representative is required to indemnify Owner and its agents, officers, employees, and any affiliated or related entities for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Representative, or the fault of Representative's Personnel, agents, officers, or employees.
- (b) Representative's indemnity obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.
- (c) In claims against any person or entity indemnified under this Section 6.2 by an employee of Representative, Representative itself, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 6.2 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by

or for Representative under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- (d) Notwithstanding anything to the contrary in this Section 6.2, Representative will not have a duty to defend Owner and its agents, officers, directors, volunteers, employees, committee members, and any affiliated or related entities, from, for, or against a claim for professional negligence relating to the professional services provided under this Agreement, except to the extent that Representative's liability or fault is determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, and not to exceed the proportionate fault of Representative.

- 6.3 Survival. The indemnity obligations under this Article VI survive termination of this Agreement.

ARTICLE VII INSURANCE

Representative shall provide and maintain insurance coverage as provided in Exhibit 2.

ARTICLE VIII GENERAL PROVISIONS

- 8.1 Notice. All notices required or given under this Agreement will be deemed properly given when delivered by (a) personal delivery, (b) courier, (c) first-class United States mail, postage prepaid, (d) facsimile, or (e) electronic mail. The addresses to be used for notices to the parties:

Owner's Authorized Representative:

Scott Harrison, Chief Financial Officer
3083 NE 49th Place
HillsboroOR97124
harrisojs@hsd.k12.or.us

Representative's Authorized Representative:

John Abel, Cornerstone Management Group (Partner)
9885 Choctaw St
Tualatin, OR, 97062
johna@cornerstonemgi.com

8.2 Dispute Resolution.

- (a) Arbitration. Every claim, dispute, or other matter in question arising out of or related to this Agreement is subject to arbitration. Unless the parties mutually agree otherwise, arbitration is to be administered by and in accordance with the rules of the Arbitration Service of Portland, Inc. The arbitrator will be appointed in accordance with the rules of Arbitration Service of Portland, Inc. A demand for arbitration must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Unless the parties agree otherwise in writing, the place of arbitration will be Washington County, Oregon. The award rendered by the arbitrator will be final, binding, and nonappealable, and judgment may be entered on the award in any court having jurisdiction.
- (b) Mediation. The parties may endeavor to resolve disputes by mediation at any time as they may agree, provided, however, that resolution of disputes by mediation is not required prior to initiating resolution of disputes by arbitration.
- (c) Consolidation or Joinder. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (i) the arbitration agreement governing the other arbitration permits consolidation, (ii) the arbitrations to be consolidated involve substantially common questions of law or fact, and (iii) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include in an arbitration proceeding by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded. Owner and Representative grant to any person or entity made a party to an arbitration conducted under this Section 8.2, whether by joinder or consolidation, the same

rights of joinder and consolidation that Owner and Representative enjoy under this Agreement.

- 8.3 Force Majeure Event. Neither party will be liable for a failure to perform under this Agreement caused by a Force Majeure Event, provided that (a) the party failing to perform must immediately give notice to the other party of the extent and nature of the problem, (b) the party failing to perform must limit delay in performance to that required by the event, (c) the party failing to perform must take all reasonable steps to minimize delays, and (d) the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- 8.4 Nondiscrimination Clause. Representative must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment.
- 8.5 Waiver. Any failure by either party to insist upon the performance of any provision of this Agreement will not constitute a waiver of any rights or a waiver of any right to future performance of that provision. For any waiver or modification of any provision of this Agreement to be effective, it must be set forth in a writing executed by both parties' authorized agents.
- 8.6 Successors and Assigns. Each of the parties to this Agreement binds its successors and assigns with respect to all covenants of this Agreement. Neither party may assign its rights or obligations under this Agreement to any other person or entity without written consent of the other party, and consent is not to be unreasonably withheld.
- 8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without reference to conflicts-of-law principles.
- 8.8 Entire Agreement. Except as otherwise provided in this Agreement, this Agreement represents the entire, integrated agreement between Owner and Representative with respect to the Services, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by an Amendment signed by both parties.

- 8.9 Severability. If any section or portion of this Agreement is held to be wholly or partially contrary to law or otherwise invalid, unenforceable, or inapplicable for any reason, that section or portion will continue in effect only to the extent consistent with the law. All remaining sections and portions of this Agreement will remain fully valid, in force, and applicable.
- 8.10 Counterparts and Electronic Signatures. This Agreement may be executed (a) in counterparts with the same effect as if both parties had signed the same counterpart, and (b) by electronic signature delivered via facsimile, PDF, or other electronic means. Counterparts will be construed together and will constitute one agreement. A single counterpart may be introduced as evidence of this Agreement.
- 8.11 Attorney Fees. If a suit or action is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which an arbitrator or a court, including any appellate court, may adjudge reasonable as attorney fees. If the prevailing party is represented by “in-house” counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon, area for the type of legal services performed.
- 8.12 Rule of Construction. The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the contract.

[Signature page follows.]

OWNER

Hillsboro School District

Signature

Printed Name

Title

REPRESENTATIVE

Cornerstone Management Group LLC

Signature

Printed Name

Title

EXHIBIT 1
Statement of Work, Compensation,
Payment, and Renewal Terms

1. **Representative shall perform the following Services:** See Scope of Work included as Attachment A to this Exhibit 1.
2. **The maximum total payment under this Agreement, including Reimbursable Expenses:** See Article IV of the Agreement.
3. **Owner shall pay Representative on the following basis:** See Article IV of the Agreement.
4. **Owner will pay Reimbursable Expenses on the following terms and conditions:**
Reimbursable Expenses are in addition to compensation for the Services and include expenses reasonably and necessarily incurred by the Representative and directly related to the Project as follows:
 - Transportation in connection with the Project and pre-authorized out-of-town travel and subsistence subject to the following:
 - Expenses of commuting to and from the Project site, Owner's offices, and parking costs, if any, are excluded from Reimbursable Expenses.
 - Reimbursement for transportation and commuting will not exceed the Internal Revenue Service's rate per mile for reimbursement of business transportation in effect at the time of travel.
 - Dedicated data and communication services, teleconferences, Project websites, and extranets;
 - Printing, reproductions, plots, and standard form documents as approved in advance by Owner;
 - Extraordinary postage, handling, and delivery such as Fed Ex, UPS, overnight, or other expedited delivery;
 - Renderings, physical models, mock-ups, professional photography, and non-typical presentation materials requested by the Owner or required for the Project;

- Registration fees and any other fees charged by the certifying authority or by other entities as necessary to achieve a sustainable objective; and
- Other similar Project-related expenditures as preapproved by the Owner.

Representative's Reimbursable Expenses, with the exception of reimbursement for transportation and commuting, are subject to a markup of no more than 6% of Representative's direct and actual cost incurred for each Reimbursable Expense. Transportation and commuting expenses will be reimbursed as set forth above and without any additional markup.

**Owner shall have the right to withhold from payments due Representative such sums as are necessary in Owner's sole opinion to protect Owner from any loss, damage, or claim that may result from Representative's failure to perform in accordance with the terms of this Agreement or failure to make proper payment to suppliers or subcontractors.

ATTACHMENT A

SCOPE OF WORK

CONSTRUCTION MANAGEMENT SERVICES - 2026 CAPITAL BOND

General Services Required.

1. Act as the Owner's representative during all designated phases of the capital projects and work with Project team to ensure owner's cost, quality, and timely delivery of project goals are met. Advocate for the Owner's interests of quality, timely, and cost-effective construction of the Project while maintaining professional relationships with Project team.
2. Monitor progress of all aspects of the Project.
3. Provide and distribute, throughout all phases, management reports detailing project progress, schedule, and financial status.
4. Assist the Owner in creation and implementation of format(s) to disseminate this information to the public at large.
5. Attend public meetings as a representative of the Owner.
6. Attend meetings, as needed, throughout design and construction, including but not limited Project team meetings and meetings with stakeholder groups.
7. Assist with establishing an in-District capital construction office as needed.
8. Provide systems for maintenance of related records, documentation, design data, drawings, correspondence, etc., pertaining to the construction program. Systems must be approved by District and maintained in a format that is both accessible to Owner and transferrable to Owner after the Project is completed.
9. Provide management to ensure compliance with all public-entity rules and regulations.
10. Develop material specifications consistent with District facilities- management standards.
11. Provide periodic presentations/tours as directed by the Owner.

Conceptual Planning Phase.

1. Develop an overall management plan for all projects to include preliminary master schedule, critical dates, preliminary contracting strategy for all projects, and other pertinent issues.
2. Assist Owner and/or project architects in the development of educational specifications for each project and convert program information into design criteria to be used by the consultants.
3. Verify projects and program master budget including cost projections for each project. Provide a financial management system including a cost model to maximize value within available funding through all phases of the work. Study and report on financial feasibility.
4. Develop a project reporting, communications, and documentation system to include progress, schedule, financial, and other information to be distributed to appropriate parties throughout all phases of the work.
5. Develop procedures for administration of the projects.

6. Develop and negotiate consultant contracts in conjunction with Owner staff when requested.
7. Assist with obtaining other consultants as required (e.g., survey and geotechnical).

Schematic Design Phase.

1. Provide general direction to the project consultants and architects. Monitor their activities and review all consultant products. Review and recommend the payment of consultant billings.
2. Provide a detailed design schedule. Monitor the design process by reviewing design documents for thoroughness and code compliance. Review cost estimates for each project in each phase of the design process.
3. Assist with value engineering and energy efficiency design protocols.
4. Assist with constructability analysis.
5. Coordinate the design process with the master schedule.
6. Work with the Owner and other consultants on the development of the Division 1 (Front End) Specifications for the administration of work during the construction process.
7. Assist with bid package format (designation of additive and deductive alternates, etc.).
8. Identify long-lead items and collaborate on processes to ensure timely delivery in alignment with the master project schedules.
9. Begin permitting processes.
10. Prepare local planning or zoning board applications.
11. Update master design and construction schedule.

Design Development Phase.

1. Confirm final selection of components and systems.
2. Assist with establishment of bidding schedule.
3. Establish general conditions planning.
4. Coordinate with governmental agencies and utilities.
5. Refine project budgets.
6. Evaluate and identify prospective responsible general contractors available to bid on projects.

Contract Document Review.

1. Conduct final pre-bid review of project manual(s), plans, and specifications.
2. Assist in preparation of instructions to bidders.
3. Prepare cash flow schedule based on updated master project schedule.

Bidding and Contract Award Phase.

1. Assist the Owner and its consultants with bid document preparation, bidding strategies, evaluation of bids, and notification of qualified bidders.
2. Take part in pre-bid conferences.
3. Assist the Owner in evaluation of bid responses and bid award in alignment with project master budgets.

4. Set disbursement schedules with contractor(s).

Construction Phase.

1. Attend construction meetings and on-site inspections as needed to monitor general and subcontractors' work, including for conformance to codes and project design specifications.
2. Prepare and coordinate preparation of periodic progress and financial information reports required by the Owner; periodically brief Owner staff and the school board on project status, progress, and financial aspects. Update construction schedule(s) as required.
3. Confirm work completed and materials received and approve progress payments.
4. Track RFIs and coordinate responses with A/E of Record.
5. Communicate change orders and construction change directives to the superintendent or designee for authorization.
6. Work with general contractor to assure site safety and security during construction.
7. Track and communicate the Owner occupancy schedule(s).
8. Assist with punch list development. Confirm completion of identified punch list items.
9. Assist Owner with confirmation of substantial completion, temporary occupancy, and final occupancy.
10. Train Owner staff on building systems and coordinate turnover process.

Post-Construction Phase.

1. Participate in construction contract closeout activities, including punch lists, final payment, and release of retainage.
2. Assist with documentation of warranty issues for ongoing administration by Owner staff.
3. Provide final project closeout financial information with comparator(s) to master project budget(s).

Energy Incentives Coordination.

1. Consultant shall provide analysis and documentation necessary for the Owner to obtain the maximum amount of energy incentives available through the State of Oregon, the Oregon Department of Energy (ODOE), and/or local utility incentives.
2. Consultant's responsibilities shall include but are not limited to: determining requirements for available incentives through cooperation with ODOE and the local utility; completing all required documentation for submission; and ensuring that all required timelines are met.
3. Consultant shall coordinate with the Owner to resolve any potential issues to ensure that documentation is submitted when required.

Other Services.

1. Assist the Owner in coordination, research, report preparation, and other tasks required for project execution (include FF&E and moving logistics).
2. Assist the Owner in communicating with its staff, community, and news media to enhance understanding and develop ongoing support for the projects.

EXHIBIT 2
Insurance Requirements

Representative shall at all times maintain in force, at Representative's expense, each insurance noted below:

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS chapter 656 for all subject workers. Representative and all subcontractors of Representative with one or more employees must have this insurance unless exempt under ORS 656.027. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident. Waiver of subrogation in favor of Owner will be provided.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Representative does not have coverage and claims to be exempt, attach certification of exemption in lieu of Certificate.

Professional Liability/E&O insurance with a combined single limit of not less than \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Agreement. This coverage must be provided and remain in force for two years after the completion of the Agreement.

Required by OWNER

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate \$2,000,000. This insurance must include contractual liability coverage.

Required by OWNER

Commercial Automobile Liability insurance with a combined single limit \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles.

Required by OWNER

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by A.M. Best's Insurance Rating. Representative shall pay all deductibles and retentions. A cross-liability clause or separation-of-insureds condition

must be included in all commercial general liability policies required by this Agreement. Representative's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Representative shall furnish a current Certificate(s) of Insurance to Owner prior to execution of the Agreement. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from Representative's insurer to Owner. The Certificate(s) shall also state the deductible or retention level. For commercial general liability and commercial automobile liability policies, the Certificate shall also provide that Owner and its agents, officers, and employees are Additional Insureds with respect to Representative's Services to be provided under this Agreement. An additional-insured endorsement shall be attached to the Certificate. No work shall commence until Owner receives the Certificate and additional-insured endorsement. If requested, complete copies of insurance policies shall be provided to Owner.

EXHIBIT 3
Request for Proposals

Request for Proposals for Construction Management Services – 2026 Capital Bond, Issued July
29, 2026 (incorporated by reference; on file with Owner)

EXHIBIT 4
Representative's Proposal

Representative's Response to RFP for Hillsboro School District 1J, August 24, 2026 (incorporated
by reference to the extent the Representative's Response does not conflict with the terms of
the Agreement and Exhibits 1 -3; on file with Owner)

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
FIRST READING – POLICIES

SITUATION

The Hillsboro School District has contracted with Oregon School Boards Association (OSBA) to receive a quarterly policy update.

Policy language must meet the following criteria:

- Legally mandated or legally wise
- Harmonize with District's existing collective bargaining agreements
- Reflect current District practice

The Superintendent and Cabinet members have reviewed the policy listed below, and are presenting it to the Board for first reading:

- Policy in Section C – General School Administration
 - CEA: Educational Equity Advisory Committee
- Policy in Section E – Support Services
 - EBBA: Student Health Services
- Policy in Section G – Personnel
 - GBA: Equal Employment Opportunity
 - GBN/JBA: Sexual Harassment
- Policy in Section I – Instruction
 - IGBAJ-AR: Special Education – Free Appropriate Public Education (FAPE)
- Policy in Section J – Students
 - JBA/GBN: Sexual Harassment

RECOMMENDATION

The Superintendent recommends that the Board of Directors review the first reading of policies of the District's policy manual.



Code: CEA
Adopted: 2/24/26
Revised/Readopted:

Educational Equity Advisory Committee

The duties of the district's educational equity advisory committee^{1} shall include:

1. Advising the superintendent about the educational equity impacts of policy decisions; and
2. Informing the superintendent when a situation arises in a district school that negatively impacts underrepresented students and advising the superintendent on how best to handle that situation.

The superintendent may act within the superintendent's authority on any recommendations of the educational equity advisory committee without approval from the Board. The superintendent does not have the authority to adopt or amend policy.

The educational equity advisory committee may prepare an annual report that:

1. Contains the following information:
 - a. The successes and challenges the district has experienced in meeting the educational equity needs of students in the district;
 - b. Recommendations the committee made to the superintendent, and the actions that were taken in response to those recommendation; and
 - c. Any other information required by the State Board of Education.
2. Is shared with the Board:
 - a. By the superintendent; and
 - b. If requested by the Board, by the committee as a presentation by the committee at a Board meeting.
3. Is made available by being:
 - a. Distributed to the parents of district students;
 - b. Posted on the district's website; and
 - c. Sent to the State Board of Education.

¹ {The district can name this committee something else. If the district chooses to do so, use consistent language throughout.}

The educational equity advisory committee shall be selected and appointed by the superintendent and must be composed of parents, employees, students and community members from the district. For the purposes of selecting members, the superintendent:

1. Shall solicit names of possible members from the community;
2. Must ensure that membership is primarily representative of underserved student groups;
3. May not exclude or deny members based on language, immigration status or protected class, including age, disability, national origin, race, color, marital status, religion, sex, sexual orientation, or gender identity;
4. May not appoint a voting member of the Board or the superintendent to the educational equity advisory committee; and
5. Must ensure that the composition of an educational equity advisory committee elevates underrepresented parent, employee, student, and community member voices.
6. The district will provide sufficient support to educational equity advisory committee members to participate in meetings, including, but not limited to access to district-managed emails, translation and interpretation services, and relevant trainings.

A member of the educational equity advisory committee will also serve on the school district budget committee.²

END OF POLICY

Legal Reference(s):

[ORS 328.542](#)
[ORS 329.711](#)
[ORS 332.107](#)
[OAR 199-050-0010](#)
[OAR 581-022-2307](#)

² {The district is not required to add an educational equity advisory committee member to the budget committee until there is a non-board member vacancy on the budget committee.} The district is not required to include a member of the educational equity advisory committee on the budget committee if no member of the committee is willing or able to serve on the budget committee.-



Code: **EBBA**
Adopted: 11/03/08
Revised/Readopted: 3/12/19; 8/13/24
Orig. Code(s): EBBA, JHC

Student Health Services**

Although the district's primary responsibility is to educate students, the students' health and general welfare is also an important Board responsibility. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices. A health services plan shall be developed, implemented, and updated annually. The plan shall describe a health services program for all students at each facility that is owned or leased where students are present for regular programming.

The district shall maintain a written prevention-oriented health services plan for all students. The health services plan will¹:

1. Explain available health care space that is appropriately supervised and adequately equipped for providing health care and administering medication or first aid;
2. Refer to available communicable disease prevention and management plan that includes school-level protocols²;
3. Outline a district-to-school communication plan³;
4. Provide information about health screenings, including immunizations and TB certificate requirements;
5. Describe how services for all students, including those who are medically complex, medically fragile or nursing dependent, and those who have approved 504 plans, individual education program plans, and individualized health care plans or special health care needs are managed⁴;
6. Integrate school health services with school health education programs and coordinate with health and social service agencies, public and private;

¹ For exact language and complete requirement, see OAR 581-022-2220(1).

² For specific protocol content requirements, see OAR 581-022-2220(1)(b).

³ For requirements of this plan see OAR 581-022-2220(1)(c).

⁴ For more information regarding these requirements see ORS 336.201 and 339.869, OARs 581-021-0037, 581-015-2040, 581-015-2045, 581-045-0040 – 0060, and 581-047-0010 – 0030.

7. Describe how hearing, vision and dental screenings are managed and/or verified for required students⁵;
8. Include a process to assess and determine a student's health services needs, including availability of a nurse to assess student nursing needs upon, during, and following enrollment with one or more new medical diagnose(s) impacting a student's access to education, and implement a student's individual health plan prior to attending school⁶;
9. Comply with OR-OSHA Bloodborne Pathogens Standards for all persons who are assigned to job tasks which may put them at risk for exposure to body fluids⁷;
10. Refer to adopted policy and procedures for medications in accordance with Oregon law⁸;
11. Include guidelines for the management of students who are medically complex, medically fragile, or nursing dependent as defined by ORS 336.201, including students with life-threatening food allergies and adrenal insufficiency while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before-school or after-school care programs on school-owned property, and in transit to or from school or school-sponsored activities⁹; and[.].
12. [List the positions in the district which shall be required to obtain and maintain a first-aid/CPR/AED card in accordance with OAR 581-022-2220(3).].

[Any nurse(s) employed by the district and providing services to students on behalf of the district shall be licensed in Oregon to practice as a registered nurse or nurse practitioner or be a licensed practical nurse (LPN) in alignment with LPN supervision requirements of OAR 851-045-0050 – 0060.

A nurse employed by the district shall follow all applicable requirements of ORS Chapter 678 and OAR Chapter 851. This includes, but is not limited to, delegation in accordance with OAR 851-047, which includes performing a nursing assessment of a student prior to delegation, providing adequate supervision during the delegation, and evaluating the skills, ability and willingness of the delegee.¹⁰

An administrator or other staff who is not a nurse may supervise, evaluate or direct a school nurse or registered nurse for purposes related to the nurse's role as a school employee, including but not limited to assigning the nurse's work hours, locations and workload and other matters addressed through a collective bargaining agreement. An administrator may not direct the school nurse or registered nurse in the practice of nursing.

⁵ For vision screening or eye examination or dental screening information see ORS 336.211 and 336.213.

⁶ For definitions for this policy see ORS 336.201.

⁷ OAR 437-002-0360 lists various health and safety regulations that apply in the employment setting.

⁸ Medication laws can be found in ORS 339.866 – 339.874 and OAR 581-021-0037; relevant Board policy includes JHCD/JHCDA - Medications.

⁹ For guideline requirements see OAR 581-022-2220(1)(k).

¹⁰ For additional delegation requirements see OAR [851-047-0030](#).

A nurse employed by the district will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.]

[The district provides a menstrual product dispenser with a variety of products in every student bathroom¹¹ which meets the requirements of law.]

END OF POLICY

Legal Reference(s):

[ORS 329.025](#)
[ORS 332.107](#)
[ORS 336.201](#)
[ORS 336.204](#)
[ORS 336.211 – 336.214](#)
[ORS 342.458](#)
[OAR 581-021-0017](#)
[OAR 581-021-0031](#)
[OAR 581-021-0587](#)
[OAR 581-021-0590](#)
[OAR 581-022-2050](#)
[OAR 581-022-2220](#)
[OAR 581-022-2515](#)

¹¹ [““Student bathroom” means a bathroom that is accessible by students, including a gender-neutral bathroom, a bathroom designated for females, and a bathroom designated for males. (OAR 581-021-0587)"]

Every Student Succeeds Act, 20 U.S.C. § 7928 (2024).

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2024).



Code: GBA
Adopted: 11/14/17
Revised/Readopted: 4/28/20; 9/22/20; 1/25/22
Orig. Code(s): GBA

Equal Employment Opportunity

Equal employment opportunity and treatment shall be practiced by the ~~district~~**District** regardless of race¹, color, religion, sex, sexual orientation, gender identity, national origin, marital status, pregnancy, childbirth or a related medical condition², age, ~~veterans'~~**veteran's** status³, service in a uniformed service, familial status, genetic information, an individual's juvenile record that has been expunged, and disability⁴ if the employee, with or without reasonable accommodation, is able to perform the essential functions of the position.

The district administers preference in hiring or promotion decisions in accordance with Oregon law for applicants who submit documentation showing status as a veteran, disabled veteran, state servicemember or former state servicemember.

The superintendent

~~The Superintendent~~ will appoint an employee to serve as the officer in charge of compliance with the Americans with Disabilities Act and the Americans with Disabilities Act Amendments Act(ADA), and Section 504 of the Rehabilitation Act. The ~~superintendent~~**Superintendent** will also designate a Title IX coordinator to comply with the requirements of Title IX of the Education Amendments. The Title IX coordinator will investigate complaints communicated to the ~~district~~**District** alleging noncompliance with Title IX. The name, address, and telephone number of the Title IX coordinator will be communicated~~provided~~ to all students, parents of students and employees through handbooks and will be published on the district website.

The ~~superintendent~~**Superintendent** will develop other specific recruitment, interview~~recruiting,~~**interviewing,** and evaluation procedures ~~as are necessary~~ to implement this policy. These procedures will seek to provide an equal employment opportunity and eliminate the effects of past and present

¹ Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001. ~~(as amended by House Bill 2935 (2021)).~~

² ~~Certain protections This unlawful employment practice related to pregnancy, childbirth or a related medical condition apply as described in House Bill 2341 (2019) (added to ORS 659A) applies to employers who employ six or more persons (ORS 659A.106 and ORS 659A.148). {Remove this footnote if district has six or more employees.}~~

³ ~~The district grants a preference in hiring and promotion to veterans and disabled veterans. A veteran is eligible to use the preference any time when applying for a position at any time after discharge or release from service in the Armed Forces of the United States.~~

⁴ ~~Certain protections This unlawful employment practice related to disability apply only as described in ORS 659A.112 applies to employers who employ six or more persons (ORS 659A.106). {Remove this footnote if district has six or more employees.}~~

discrimination, intended or unintended, on the basis of race, religion, national origin, age, sex, marital status or physical or mental disabilities.

END OF POLICY

Legal Reference(s):

ORS 174.100	ORS 659A.003	ORS 659A.112
ORS 243.305	ORS 659A.006	ORS 659A.147
ORS 326.051	ORS 659A.009	ORS 659A.820
ORS 332.505	ORS 659A.029	
ORS 408.225 – 408.237	ORS 659A.030	OAR 581-021-0045
ORS 652.210 - 652.220	ORS 659A.082	OAR 581-022-2405
ORS 659.850	ORS 659A.109	OAR 839-006-0435 - 0480

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2024).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et. seq. (2024).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2024); 29 C.F.R Part 1626 (2025).

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2024).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2024).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 794 (2024); 34 C.F.R. Part 104 (2025).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2024); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Americans with Disabilities Act/Americans with Disabilities Act Amendments Act, 42 U.S.C. §§ 12101-12213 (2024); 29 C.F.R. Part 1630 (2025); 28 C.F.R. Part 35 (2025).

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2024).

Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2024).

Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301-4303, 4311 (2024).



Code: **GBN/JBA**
Adopted: 12/16/14
Revised/Readopted: 5/28/19 ; 1/26/21; 8/13/24
Orig. Code: GBN/JBA

Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties¹ are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures².

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties³ shall include:

¹ ~~“Third party” means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) at a school-sponsored activity or program; or 3) off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.~~

² Common complaint procedures that may also be involved include: Nondiscrimination (Board policy AC), Workplace Harassment (Board policy GBEA), Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence and Domestic Violence – Student (Board policy JFCF), and Reporting Requirements for Suspected Sexual Conduct with Students (Board policy GBNA/JHFF).

³ “Third party” means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) at a school-sponsored activity or program; or 3) off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a school or district staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive, or hostile environment.
3. Assault when sexual contact occurs without consent⁴.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's actions, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Position	Phone
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Saideh Haghighi Khochkhrou, Chief Operations Officer (Athletics and Activities)	at (503)844-1500
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David Nieslanik, Executive Director of Schools (Student to Student)	at (503)844-1500
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Brian Haats, Chief Human Resources Officer (All other Complaints)	at (503)844-1500
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These individuals are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. These individuals are also designated as the Title IX Coordinator. *See* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall [immediately] report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the

⁴ "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a “reasonable person” standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party’s ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party’s employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and/or

5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notices

When a person⁵ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include⁶:

1. Name and contact information for all person(s) designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person or person's parent who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;

⁵ Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

⁶ Remember confidentiality laws when providing any information.

5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
 - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and/or with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

~~Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.~~

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

Additionally, notice must be provided to the person who initiated the complaint and, if applicable, the person's parents, when an investigation is initiated and when it is concluded. The notification at the conclusion of the investigation must include whether a violation of the policy was found to have occurred, to the extent allowable under state and federal student confidentiality laws.

Oregon Department of Education (ODE) Support

The ODE will provide technical assistance and training upon request.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity⁷;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The report can be made at any time.

The Operations Officer (Athletics and Activities), Executive Director of Schools (Student to Student), Human Resources Officer (All other Complaints) are designated as the Title IX Coordinators and can be contacted at (503) 844-1500. The Title IX Coordinators will coordinate the district's efforts to comply with its responsibilities related to this policy. The district ~~will~~ prominently ~~will~~ display the contact information for the Title IX Coordinators on the district website and in each handbook.

⁷ "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.⁸ The district shall treat complainants and respondents equitably by providing supportive measures⁹ to the complainant and by following a grievance procedure¹⁰ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.¹¹

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹² The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

⁸ (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

⁹ (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.⁹ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

¹⁰ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

¹¹ The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

¹² The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

Inquiries about the application to Title IX and its requirements may be referred to the Title IX Coordinator or the Assistant Secretary¹³, or both.

No Retaliation

Neither the district or any person may retaliate¹⁴ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX Coordinators shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

Legal Reference(s):

[ORS 243.706](#)
[ORS 332.107](#)
[ORS 342.700](#)
[ORS 342.704](#)
[ORS 342.708](#)
[ORS 342.850](#)
[ORS 342.865](#)
[ORS 659.850](#)
[ORS 659A.006](#)
[ORS 659A.029](#)
[ORS 659A.030](#)
[OAR 581-021-0038](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

¹³ Of the United States Department of Education.

¹⁴ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).



Code: **IGBAJ-AR**
Adopted: 6/26/18
Revised/Readopted: 2/25/20
Orig. Code: IGBAJ-AR

Special Education – Free Appropriate Public Education (FAPE)**

1. FAPE and Age Ranges

The District provides special education and related services to all resident school-age students with disabilities, including students enrolled in public charter schools located in the District, except as provided below:

- a. “School-age children” are children who have reached 5 years of age but have not yet reached 21 years of age on or before September 1 of the current school year.
- b. The District will admit an otherwise eligible student who has not yet reached 21 years of age on or before September 1 of the current school year.
- c. An otherwise eligible person whose 21st birthday occurs during the school year will continue to be eligible for FAPE for the remainder of the school year.
- d. The District provides FAPE to students with disabilities who have been suspended or expelled from school in accordance with the special education discipline rules.

2. Nonacademic Services

- a. The District provides equal opportunity for students with disabilities for participation in nonacademic and extracurricular services and activities.
- b. Nonacademic and extracurricular services and activities may include meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the District, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by the District and assistance in making outside employment available.
- c. The District ensures that each child with a disability participates with nondisabled children in the extracurricular services and activities to the maximum extent appropriate to the needs of each individual child.

3. Graduation

- a. A student graduating with a regular high school diploma is no longer entitled to FAPE.
- b. A student who has graduated with a modified diploma and whose IEP team has determined that transition services are necessary is entitled to FAPE.

- c. The District provides prior written notice a reasonable time before a student with a disability graduates with a regular high school diploma.
- d. The District is not required to conduct a reevaluation before terminating eligibility due to graduation with a regular high school diploma.
- e. Graduation with an alternative document:
 - (1) The District may award an alternative document meeting the criteria of the State Board of Education to a student with a disability.
 - (2) Graduation with an alternative document does not terminate eligibility, require an evaluation, or require prior written notice.
- f. The District may be required to provide special education and related services to a student who has graduated with a modified diploma.

4. Incarcerated Youth

- a. The District has a plan, approved by the local Board, to provide or cause to be provided, appropriate education for children placed in a local or regional correctional facility located in the District.
- b. The District provides FAPE for students with disabilities ages 18 through 21 incarcerated as adults in an adult correctional facility if, in the last educational setting before their incarceration:
 - (1) Were identified as students eligible for special education; and
 - (2) Had an Individualized Education Program (IEP).
- c. The District's provision of FAPE do not include:
 - (1) The requirements relating to participation of children with disabilities in statewide and District assessments.
 - (2) For students whose eligibility for services will end before their release, the requirements related to transition planning and transition service do not apply. The District makes this determination based on considerations of the sentence and eligibility for early release. Requirements relating to transition planning and transition services, with respect to the students whose eligibility will end, because of their age, before they will be eligible to be released from adult correctional facilities, are based on consideration of their sentence and eligibility for early release.
 - (3) The IEP team may modify the student's IEP or placement if the state has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated. Least restrictive environment requirements do not apply with respect to these modifications.
 - (4) The public agency responsible for the special education of students in an adult correctional facility is not required to provide notice of meetings to the parent after rights transfer to the student.

5. Residential Placement

If the IEP team determines that placement in a public or private residential program is necessary to provide FAPE to a student with a disability, the District ensures that the program, including nonmedical care and room and board, is provided at no cost to the parents of the student.

6. Physical Education

- a. The District makes physical education services, specially designed if necessary, available to every child with a disability receiving FAPE, unless the school enrolls children without disabilities and does not provide physical education to children without disabilities in the same grade.
- b. The District provides the opportunity to each child with a disability to participate in the regular physical education program available to nondisabled children unless the child needs specially designed physical education as prescribed in the child's IEP.
- c. If specially designed physical education is included in the child's IEP, the District must provide the services directly or make arrangements for those services to be provided through other public or private programs.
- d. If the child with a disability is enrolled full time in a separate facility, the District must ensure that the child receives appropriate physical education services.

7. Public Charter Schools

- a. The District serves children with disabilities attending public charter schools located in the District ~~in the same manner and~~ in accordance with applicable laws and rules governing the District's provision of services to children with disabilities in its other schools.
- b. ~~The District shall, in consultation with the student's parent, guardian, or person in parental relationship, provide FAPE to the student, in accordance with Oregon Administrative Rule (OAR) 581-015-2230(1), until the District implements the IEP from the previous district or develops, adopts, and implements a new IEP that meets acceptable requirements. If the information received was in effect in a previous district in another state, the District will implement the IEP in accordance with OAR 581-015-2230(2).~~
 - b. The District shall provide FAPE to all charter students eligible under the IDEA, in accordance with each student's IEP. If the student is a transfer from another district or another state, the District will comply with applicable state laws regarding the continuity of services and the adoption or revision of the student's previous IEP.
- ~~e. The District provides supplementary and related services on-site at a District public charter school to the same extent to which the District has a policy or practice of providing such services on the site to its other public schools.~~
 - c. The District will ensure that the supplementary aids and services on a student's IEP are implemented at the charter school, either directly or by assignment of this responsibility to charter school staff via the parties' charter agreement.
- d. ~~A school district in which a public charter school is located must provide Individuals with Disabilities Education Act (IDEA) funds to that public charter school on the same basis as the school district provides those funds to other public schools in the District, including proportional distribution based on relative enrollment of children with disabilities, at the same time as funds are distributed to other public schools in the District.~~

- e. If a child with a disability enrolls in a public charter school, the public charter school is considered the school the child would attend if not disabled. Enrollment in any public charter school is by parent choice. Enrollment in any out-of-district public charter school does not require an inter-district transfer agreement.

When a student enrolls in a public charter school, the District in which the public charter school is located shall:

- a. Provide written notification of the student's enrollment to the District in which the student resides;
- b. Request, in accordance with applicable confidentiality provisions in state and federal laws, the records of the student, including all information related to an IEP developed for the student;
- c. Provide written notification to the student's parent, guardian or person in parental relationship to provide information about:
 - i. The District's responsibility to identify, locate and evaluate to determine a student's need for special education and related services and to provide those special education services in the public charter school; and
 - ii. The methods by which the District may be contacted to answer questions or provide information related to special education and related services.

When a student no longer is enrolled in a public charter school for any reason other than graduation, the District in which the public charter school is located shall notify:

- a. The District in which the student resided to provide notice that:
 - (1) The student no longer is enrolled in the public charter school; and
 - (2) The District will provide the student education records including all information related to the student's IEP if the student seeks enrollment or services from the District in which the student resides.
- b. The student's parent, guardian or person in parental relationship to provide information about:
 - (1) The responsibility of the school district in which the student resides to identify, locate and evaluation students and implement services;
 - (2) The methods by which the student's resident district may be contacted to answer questions or provide information about special education and related services; and
 - (3) The responsibility of the District to provide student records, including information related to the student's IEP, if the student seeks enrollment or services from another district, including the parent's resident district.

f. Recovery of Funds for Misclassified Students

The District ensures that students identified on the special education child count under Part B of the IDEA are limited to students who:

- a. Meet eligibility requirements under OAR 581-015-2130 to -2180;
- b. Have a current IEP that is being implemented;

Special Education – Free Appropriate Public Education (FAPE)** – IGBAJ-AR

- c. Are receiving a FAPE.
- d. Are enrolled in the District.

g. Students with Disabilities under IDEA Enrolled in Public Benefits or Insurance

A District may use the State's Medicaid or other public benefits or insurance programs in which a child participates to provide or pay for special education and related services required under IDEA, and permitted under the public benefits or insurance programs as specified below.

With regard to services required to provide FAPE to a child with disabilities under IDEA, a district:

- a. May not require parents to sign up for or enroll in public benefits or insurance programs in order for their child with disabilities to receive FAPE under the IDEA, but may pay the cost that the parent otherwise would be required to pay; and
- b. May not use the child's benefits under a public insurance program if that use would:
 - i. Decrease available lifetime coverage or any other insurance benefit;
 - ii. Result in the family paying for services that would otherwise be covered by the public benefits or insurance program, and that are required for the child outside of the time the child is in school;
 - iii. Increase premiums or lead to the discontinuation of insurance; or
 - iv. Risk loss of eligibility for home and community-based waiver, based on aggregate health-related expenditures; and

Prior to accessing a student's or parent's public benefits or insurance for the first time, and annually thereafter, the District must provide prior written notification to the student's parents and must obtain written consent¹ that:

- a. States the personally identifiable information that may be disclosed (e.g., records or information about the services that may be provided to the student);
- b. States the purpose of the disclosure (e.g., billing for services under IDEA);
- c. Names the agency to which the disclosure may be made (e.g., Medicaid);
- d. Specifies that the parent understands and agrees that the public agency may access the parent's or student's public benefits or insurance to pay for services under IDEA;
- e. Acknowledges the District may not require parents to incur an out-of-pocket expense (i.e., payment of a deductible or co-payment incurred in filing a claim for special education or related services), but may pay the cost that the parent otherwise would be required to pay; and
- f. Acknowledges the District may not use the student's benefits under a public insurance program, if that use would:

- (1) Decrease available lifetime coverage of any other insured benefit;

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

- (2) Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school;
- (3) Increase premiums or lead to the discontinuation of insurance; or
- (4) Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.

h. Accessible Materials

- a. Districts must ensure the timely provision of print instructional materials, including textbooks that comply with the National Instructional Materials Accessibility Standards (NIMAS) for students who are blind or print disabled.
 - b. Districts must ensure the timely provision of instructional materials in accessible formats to children who need instructional materials in accessible formats, including those children who are not blind or print disabled.
- i. Extended School Year (ESY) services as per administrative regulations, Special Education – Individualized Education Program (IEP) – IGBAF-AR
- j. Assistive technology devices or services as per administrative regulations, Special Education – Individualized Education Program (IEP) – IGBAF-AR



Code: **JBA/GBN**
Adopted: 12/16/14
Revised/Readopted: 5/28/19; 1/26/21; 8/13/24
Orig. Code(s): JBA/GBN

Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties¹ are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure and JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures².

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties³ shall include:

¹ ~~“Third party” means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) at a school-sponsored activity or program; or 3) off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.~~

² Common complaint procedures that may also be involved include: Nondiscrimination (Board policy AC), Workplace Harassment (Board policy GBEA), Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence and Domestic Violence – Student (Board policy JFCF), and Reporting Requirements for Suspected Sexual Conduct with Students (Board policy GBNA/JHFF).

³ “Third party” means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) at a school-sponsored activity or program; or 3) off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a school or district staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive, or hostile environment.
3. Assault when sexual contact occurs without consent⁴.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's actions, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Position	Phone
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Saideh Haghighi Khochkhoh, Chief Operations Officer (Athletics and Activities)	at (503)844-1500
David Nieslanik, Executive Director of Schools (Student to Student)	at (503)844-1500
Brian Haats, Chief Human Resources Officer (All other Complaints)	at (503)844-1500

These individuals are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. These individuals are also designated as the Title IX Coordinator. *See* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the

⁴ "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a “reasonable person” standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party’s ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party’s employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and/or

5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notices

When a person⁵ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include⁶:

1. Name and contact information for all person(s) designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person or person's parent who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;

⁵ Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

⁶ Remember confidentiality laws when providing any information.

5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
 - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and/or with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

~~Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.~~

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

Additionally, notice must be provided to the person who initiated the complaint and, if applicable, the person's parents, when an investigation is initiated and when it is concluded. The notification at the conclusion of the investigation must include whether a violation of the policy was found to have occurred, to the extent allowable under state and federal student confidentiality laws.

Oregon Department of Education (ODE) Support

The ODE will provide technical assistance and training upon request.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity⁷;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.*

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The report can be made at any time.

The Operations Officer (Athletics and Activities), Executive Director of Schools (Student to Student), Human Resources Officer (All other Complaints) are designated as the Title IX Coordinators and can be contacted at (503) 844-1500. The Title IX Coordinators will coordinate the district's efforts to comply with its responsibilities related to this policy. The district prominently will display the contact information for the Title IX Coordinators on the district website and in each handbook.

⁷ "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.⁸ The district shall treat complainants and respondents equitably by providing supportive measures⁹ to the complainant and by following a grievance procedure¹⁰ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.¹¹

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹² The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

⁸ (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

⁹ (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.⁹ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

¹⁰ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

¹¹ The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

¹² The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

Inquiries about the application to Title IX and its requirements may be referred to the Title IX Coordinator or the Assistant Secretary¹³, or both.

No Retaliation

Neither the district or any person may retaliate¹⁴ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX Coordinators shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

Legal Reference(s):

[ORS 243.706](#)
[ORS 332.107](#)
[ORS 342.700](#)
[ORS 342.704](#)
[ORS 342.708](#)
[ORS 342.850](#)
[ORS 342.865](#)
[ORS 659.850](#)
[ORS 659A.006](#)
[ORS 659A.029](#)
[ORS 659A.030](#)

[OAR 581-021-0038](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

¹³ Of the United States Department of Education.

¹⁴ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

HILLSBORO SCHOOL DISTRICT 1J
September 22, 2026
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 G – Personnel
 - GBA-AR: Veterans' Preference

RECOMMENDATION

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



Code: **GBA-AR**
Revised/Reviewed: 11/17; 4/28/20

Veterans' Preference

Oregon law ~~Oregon's Veterans' Preference Law~~ requires the district ~~District~~ to grant a preference to qualified and eligible veterans, ~~and~~ disabled veterans, state servicemembers and former state servicemembers at each stage during ~~in~~ the hiring or ~~and~~ promotion process who claim a preference. To be **qualified** for ~~veterans'~~ preference, an applicant ~~a veteran or disabled veteran~~ must meet the minimum qualifications and any other special qualifications required for the position sought. To be **eligible** for ~~veterans'~~ preference¹ an applicant ~~a veteran or disabled veteran~~ must provide certification they are a veteran, ~~or~~ disabled veteran, state servicemember or former state servicemember as defined by Oregon law².

The district ~~District~~ is not obligated to hire or promote a qualified and eligible veteran, ~~or~~ disabled veteran, state servicemember or former state servicemember. The district ~~District~~ is obligated to interview all ~~minimally qualified~~ veterans or disabled veterans who meet minimal qualifications and any special qualifications, and is also obligated to hire or promote a qualified or eligible veteran, ~~or~~ disabled veteran, state servicemember or former state servicemember if the ~~individual~~ ~~veteran~~ is equal to or better than the top candidate after the ~~veterans'~~ preference has been applied.

~~A veteran may submit a written request to the District for an explanation of the reasons why they were not selected for the position.³ The District shall provide the reasons for not selecting the candidate when requested.~~

Recruitment Procedures

All job postings or announcements will include a concise list of minimum ~~qualifications~~ and any special qualifications required for the position. Job postings will include a statement that the district's policy is to provide ~~a veterans and disabled veterans with~~ preference as required by Oregon law and the job posting

¹ See Oregon Revised Statute (ORS) 408.235.

² See Oregon Revised Statute (ORS) 408.225 for definitions: ~~definition~~ of veteran, disabled veteran, state servicemember and former state servicemember.

³ ~~Oregon Revised Statute (ORS) 408.230(5)~~

will require applicants to provide certification⁴ of eligibility for preference, in addition to other requested materials.⁵

Selection Procedures^{6}

- Step 1: ~~Before The District's electronic hiring process allows applicants to self-identify as veterans or disabled veterans, and~~ the review of any applications the [District's human resources director] will establish ~~department has developed~~ an evaluation ~~screening/~~scoring guide based on the minimum ~~qualifications~~ and any special qualifications listed in the job posting.
- Step 2: The hiring administrator will review the application materials using the ~~evaluation~~~~above screening/~~ scoring guide to determine which applicants meet the minimum and any special qualifications listed in the job posting. In assessing the applicant materials of a veteran or disabled veteran, the hiring administrator shall evaluate whether the ~~skill~~~~skills and~~ experience obtained in ~~service~~~~the military~~ are transferable ~~skills~~ to the posted position. ~~In this step, the District applies a veterans' preference of 5 points to an eligible veteran and 10 points to an eligible disabled veteran.~~ Any applicants ~~that~~~~who~~ do not meet the minimum and any special qualifications shall be removed from the applicant pool.
- Step 3: Based on Step 2, the hiring administrator determines who will be interviewed. All qualified and eligible veterans or disabled veterans shall be given an opportunity to interview.
- Step 4: Interview questions and scoring sheets ~~will be~~~~have been~~ developed ~~as part of the District's interview and each hiring process. Each~~ scoring sheet must be completed after each interview by the interviewers.
- Step 5: Following completion of the interviews, the hiring administrator shall complete the selection matrix and score the applicants based on the scoring sheets completed during interviews. Preference shall be ~~At this point, additional veterans' preference points are~~ applied by adding 5 percentage points ~~using a multiplier equivalent to an eligible~~~~5 percent for a~~ veteran, state servicemember or former state servicemember and 10 ~~percentage points to an eligible~~~~percent for a~~ disabled veteran, ~~or the equivalent.~~
- Step 6: The district will appoint an otherwise qualified applicant claiming preference to the position if the applicant's results of their application examination, when combined with the preference, are equal to or better than the results for the top candidate.

The district may base a decision

⁴ An applicant claiming veteran's or disabled veteran's preference will submit a copy of their Certificate of Release or Discharge from Active Duty (DD Form 214 or 215) or a certification that the veteran is expected to be discharged or released from active duty under honorable conditions not later than 120 days after the submission of the certification. A disabled veteran may also submit a copy of their letter from the U.S. Department of Veterans Affairs, unless the information is included in the DD Form 214/215 or a certification that the veteran is expected to be medically separated from active duty under honorable conditions not later than 120 days after the submission of the certification. (OAR 839-006-0465) An applicant claiming to be a former state servicemember must meet the definition of "former state servicemember." An applicant is treated as a former state servicemember if they meet the definition, except for the requirement that the applicant was discharged or released under honorable conditions and submits certification that the individual is expected to be discharged or released from Oregon National Guard under honorable conditions no later than 120 days after the submission of the certification. (ORS 408.235)

⁵ ~~Verification of Veteran's Preference: A veteran will submit: (a) a copy of their Certificate of Release or Discharge from Active Duty (DD Form 214 or 215); or (b) proof of receiving a nonservice connected pension from the U.S. Department of Veterans Affairs. A disabled veteran will submit a copy of their letter from the Department of Veterans Affairs verifying disabled veteran status.~~

⁶ {If the district chooses not to use a scored system the law requires that the district give special consideration in the district's hiring decision to veterans, disabled veterans, state servicemembers and former state servicemembers and the district will need to be able to demonstrate the method used for providing special consideration. ORS 408.230(2)(c).}

Step 6: ~~———— The human resources administrator reviews the background and reference checks and other hiring requirements and approves the hire.~~

~~The District is committed to hiring and promoting veterans and disabled veterans if they are the most qualified candidates for the position.~~

~~A veteran may submit a written request to the district for an explanation of the reasons why they were not to appoint the applicant claiming preference solely on the applicant's merits or qualifications with respect to selected for the position.~~

~~In the event the district chooses not to appoint an applicant covered by this administrative regulation, the district The District shall provide the reasons it chose not to appoint the applicant for the position upon a written request from the applicant for not selecting the candidate when requested.~~

Filing a Complaint

~~A veteran, or disabled veteran, state servicemember or former state servicemember is encouraged to contact the [human resources office] if there are the veteran has any concerns or questions concerning regarding the application of or the process used for veterans' preference.~~

~~An applicant~~

~~Because it is the Board's policy to resolve complaints as closely to their origin as possible, a veteran or disabled veteran who has a concern or complaint regarding the selection process is encouraged to utilize the procedure outlined in Board policy KL and KL-AR – Public Complaints to resolve these concerns.~~

~~A veteran or disabled veteran claiming to be aggrieved by a violation of Board policy GBA - Equal Employment Opportunity or this administrative regulation, may also file a written complaint with the Civil Rights Division of the Bureau of Labor and Industries (BOLI), in accordance with Oregon Revised Statute (ORS) 659A.820.~~