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

Board Meeting Agenda
Tuesday, October 27, 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, 30 minutes
   C. Statewide Assessment Update 6
      Presenter: Audrea Neville
      Time: 5:45 PM, 30 minutes
   D. Pension Obligation Bonds Resolution 7
      Presenter: Scott Harrison
      Time: 6:15 PM, 30 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 8
      Presenter: Katie Rhyne
      Time: 7:05 PM, 5 minutes
   C. Recognitions / Proclamations
      Presenter: Katie Rhyne
      Time: 7:10 PM, 5 minutes
      1. Native American Heritage Month 9
         Presenter: Mark Watson
      2. American Education Week 10
         Presenter: See Eun Kim
      3. National Education Support Professionals Day 11
         Presenter: Ivette Pantoja
   D. Approval of Agenda
      Presenter: Katie Rhyne
      Time: 7:15 PM, 5 minutes
      SAMPLE MOTION: ***I move that the Board of Directors approve the agenda as printed.***
   E. Audience Time
      Presenter: Katie Rhyne
      Time: 7:20 PM, 5 minutes

F. Consent Agenda

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

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 September 22, 2026, Board Meeting 12
2. Approve Minutes of October 13, 2026, Board Meeting 18
3. Approve Routine Personnel Matters 21
4. Adopt Board Goals 25
5. Accept Gifts and Donations 27
6. Approve Policies 28
   a. C - General School Administration
      1) CEA: Educational Equity Advisory Committee 29
   b. E - Support Services
      1) EBBA: Student Health Services 32
   c. G - Personnel
      1) GBA: Equal Employment Opportunity 36
      2) GBN/JBA: Sexual Harassment 38
   d. I - Instruction
      1) IGBAJ-AR: Special Education - Free Appropriate Public Education (FAPE) 47
   e. J - Students
      1) JBA/GBN: Sexual Harassment 53

G. Reports

1. October Enrollment Report 62
   Presenter: Brian Haats
   Time: 7:30 PM, 10 minutes
2. Accountability Report #1: Strategic Plan, Interim Assessments, and Integrated Programs Update 64
   Presenters: Brooke Nova / Becky Kingsmith / Gina McLain
   Time: 7:40 PM, 30 minutes
3. Financial Report 70
   Presenter: Scott Harrison
   Time: 8:10 PM, 5 minutes

H. Action Items

1. Appoint Community Curriculum Advisory Committee Members 75
   Presenter: Brooke Nova
   Time: 8:15 PM, 5 minutes
   SAMPLE MOTION: ***I move that the Board of Directors appoint the following candidates to two-year positions:***
   Position 5:_____
   Position 7:_____
   Position 8:_____
   Position 13:_____
2. Approve Division 22 Standards for Public Elementary and Secondary Schools 2025-26 Assurance 76
   Presenter: Brooke Nova
   Time: 8:20 PM, 5 minutes
   SAMPLE MOTION: I move that the Board of Directors approve the 2025-26

Division 22 assurances and acknowledge the postponement of K-12 science adoption due to financial reductions.

3. Real Property - Purchase and Sale Agreement Approval 77
   Presenter: Scott Harrison
   Time: 8:25 PM, 5 minutes
   SAMPLE MOTION: ***I move that the Board of Directors approve the purchase and sale agreement as negotiated.***
4. Approve Pension Obligation Bonds Resolution 79
   Presenter: Scott Harrison
   Time: 8:30 PM, 5 minutes
   SAMPLE MOTION: ***I move that the Board of Directors approve the resolution authorizing participation in the Oregon Education Districts Pension Bond Program; authorizing a full faith and credit pension bond and related full faith and credit pension obligations, to be issued in one or more series.***

I. Policies - First Reading 110
   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.
   Presenter: Travis Reiman
   1. G - Personnel
      a. GCBDD/GDBDD: Sick Time 111
         Presenter: Brian Haats

J. Information - Administrative Regulation Update 114
   1. G - Personnel
      a. GBNAB/JHFE-AR(2): Abuse of a Child Investigations Conducted on District Premises 115
         Presenter: Audrea Neville
      b. GCBDA/GDBDA-AR(1): Family and Medical Leave 116
         Presenter: Brian Haats
   2. J - Students
      a. JHFE/GBNAB-AR(2): Abuse of a Child Investigations Conducted on District Premises 131
         Presenter: Audrea Neville

K. HCU / HEA Reports
   Presenter: Katie Rhyne
   Time: 8:35 PM, 10 minutes

L. Discussion Time
   Presenter: Katie Rhyne
   Time: 8:45 PM, 15 minutes
   1. Student Representatives' Time
   2. Superintendent's Time
   3. Board of Directors' Time

M. Adjourn Board Meeting
   Presenter: Katie Rhyne
   Time: 9:00 PM

N. Next Meetings of the Board of Directors:

- November 17, 2026, Board Work / Regular Session
- December 8, 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 languageliaisons@hsd.k12.or.us or by calling 503-844-1429, at least 48 hours before the meeting.

HILLSBORO SCHOOL DISTRICT 1J
October 27, 2026
DISCUSS COMMUNITY CURRICULUM ADVISORY COMMITTEE SELECTION

SITUATION

In accordance with Policy IFF, the Community Curriculum Advisory Committee (CCAC) provides community input on curriculum and instructional programs and other curricular areas identified by the Board. The committee includes parents, community members, and student representatives who reflect the diversity of the Hillsboro School District. CCAC members may not be current HSD employees and are appointed by the Board to two-year, staggered terms.

The Board established 14 adult members as the baseline, with a goal of including student representation. The Board may adjust membership based on the number and qualifications of applicants.

Current Membership and Applications

- **7** community members are continuing their terms.
- **3** community members and **6** student members were appointed in September.
- **5** additional community member applications have been received.

During tonight's work session, five applicants will introduce themselves and the Board will discuss the selection process. During tonight's regular session, the Board will identify a slate of candidates for appointments to the remaining open positions.

Newly appointed members may participate in the first CCAC meeting of the 2026-27 school year on November 2, 2026.

RECOMMENDATION

The Superintendent recommends that the Board of Directors review, discuss and decide on applicants for the following open positions:

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

HILLSBORO SCHOOL DISTRICT 1J
October 27, 2026
STATEWIDE ASSESSMENT UPDATE

SITUATION

The Oregon Department of Education publicly released the 2024-2025 results from the Oregon Statewide Assessment System (OSAS) earlier this month. Tonight's information will provide a brief overview of that data. A more detailed districtwide overview of strengths and areas of growth will be provided once the At A Glance School and District profiles (formally known as report cards) are released later in the year.

RECOMMENDATION

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

HILLSBORO SCHOOL DISTRICT 1J
October 27, 2026
PENSION OBLIGATION BONDS RESOLUTION

SITUATION

HSD will have one of its PERS Side Accounts expire in 2027. Recent analyses presented by Piper Sandler and ECONorthwest indicate that, under certain economic and market conditions, issuing Pension Obligation Bonds (POB) and establishing a new PERS Side Account may continue to provide long-term PERS savings if the right interest rate environment is attained. There is currently an effort involving multiple districts to consider a pooled approach to establishing new side accounts with Pension Obligations Bonds. Piper Sandler is supporting the financial facilitation along with other entities.

However, future savings are not guaranteed and will depend on investment performance, interest rates, and other economic factors. Pension Obligation Bonds and Side Accounts involve financial risk, and actual outcomes may differ significantly from projections.

The Board will have the opportunity to assess the opportunities and risks in the context of a presentation on the topic. The Board will then consider a resolution in the Regular Session authorizing the Superintendent and CFO to issue POBs if certain conditions are met with interest rate limits. The resolution must be enacted by Nov 13, 2026, for the current pooled option to proceed.

RECOMMENDATION

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

HILLSBORO SCHOOL DISTRICT 1J
BOARD OF DIRECTORS 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

The Hillsboro School District knows that Native American Heritage Month provides an opportunity to honor the histories, cultures, traditions, languages, knowledge, and contributions of American Indian and Alaska Native peoples, and to recognize the enduring presence and sovereignty of Indigenous Nations;

The Hillsboro School District recognizes that the State of Oregon is home to nine federally recognized Tribes, each with distinct histories, cultures, languages, traditions, and governments, whose connections to their ancestral lands, waters, and communities continue to shape Oregon today;

The Hillsboro School District honors Native American students, families, educators, Elders, and community members who enrich our schools through their knowledge, experiences, cultural traditions, and perspectives, strengthening our learning communities and broadening our understanding of the world;

The Hillsboro School District understands that meaningful recognition of Native American Heritage Month extends far beyond a single month and commits to continued learning, support for Native American students and families, and the inclusion of Indigenous perspectives throughout the school year;

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

NATIVE AMERICAN HERITAGE MONTH

HILLSBORO
SCHOOL DISTRICT

We urge all community members to join us in recognizing Native American Heritage Month.

Hillsboro School District Board of Directors

PROCLAMATION

The Hillsboro School District acknowledges that American Education Week recognizes the dedication of our teachers, school staff, administrators, families, volunteers, and community partners who support student success;

The Hillsboro School District knows that public education is essential to the strength, prosperity, and future of our communities;

The Hillsboro School District recognizes that schools play a vital role in providing every student with opportunities to learn, grow, and reach their full potential;

The Hillsboro School District recognizes the importance of strong schools, engaged families, and community partnerships in building a brighter future for all students;

The Board of Directors of the Hillsboro School District do hereby proclaim the week of November 16-20, 2026, be:

HILLSBORO
SCHOOL DISTRICT

AMERICAN EDUCATION WEEK

We urge all community members to join us in recognizing American Education Week.

Hillsboro School District Board of Directors

PROCLAMATION

The Hillsboro School District recognizes that the success of our schools depends on the dedication, skill, and compassion of the many professionals who support students and educators every day, including instructional assistants, paraeducators, bus drivers, custodians, food service workers, office and administrative staff, technology specialists, library media assistants, health assistants, maintenance personnel, and many others;

The Hillsboro School District appreciates that education support professionals play an essential role in creating safe, welcoming, inclusive, and effective learning environments where every student has the opportunity to thrive;

The Hillsboro School District recognizes that education support professionals are indispensable partners in fulfilling our district's strategic plan and advancing educational opportunities for every student;

The Hillsboro School District celebrates National Education Support Professionals Day which provides an opportunity to recognize and celebrate these valued members of our school communities and to express our sincere gratitude for their contributions to public education;

The Board of Directors of the Hillsboro School District do hereby proclaim that Wednesday, November 18, 2026, be:

NATIONAL EDUCATION SUPPORT PROFESSIONALS DAY

We urge all community members to join us in recognizing all Education Support Professionals for their valued contributions to the Hillsboro School District.

Hillsboro School District Board of Directors

DRAFT

HILLSBORO SCHOOL DISTRICT BOARD OF DIRECTORS—MINUTES
September 22, 2026
District Administration Center, 3083 NE 49th Place, Hillsboro, Oregon

1. *WORK SESSION*

Board Present:	Staff Present:
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	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
Student Representatives Present:	Brian Haats, Chief Human Resources Officer
Ethan Hernandez Jimenez, absent	Rose Roman, Executive Assistant to the Superintendent
Keeton Sayre, absent	Ciara Hartzell, Technology Support
Ma'Kaia Woods, absent	Manuel Cota Gomez, Technology Support
	David Eggleston, HCU President

A. Call to Order
Board Chair Katie Rhyne called the meeting to order at 5:16 PM

B. Discuss Community Curriculum Advisory Committee Selection
Assistant Superintendent Brooke Nova introduced the topic. CCAC community member applicants Haylee Metzner, and Amanda Hasan spoke via Zoom, and Hannah Holt spoke in person. Student CCAC candidates Isabela Gentry, Kaiden Hedges, and Dalia Rosas spoke online. Rachel Everton, Camila Loera, Anya Everton, Emily Hui, and Lily Foster spoke in-person. Board members filled out paper ballots then read their votes aloud.

C. Summer Programming Report
Assistant Superintendent Brooke Nova gave an overview of the presentation, gave fast facts, bilingual enrichment program, high school credit attainment, CTE camps, work-based learning, extended school year, early literacy program, and kinder jumpstart. District Operations Officer Saideh Haghighi Khochkhou discussed Transportation and Nutrition Services, field trips, stats and fun facts. Board members shared their experience visiting summer programs this year, thanked the staff for their work during the summer, and asked questions.

D. Discuss OSBA Elections
Board Chair Katie Rhyne started the discussion on potentially nominating a Board member for the OSBA Board. No Board members expressed interest in the position.

E. Recess Work Session
Board Chair Katie Rhyne recessed at 6:07 PM

2. *REGULAR SESSION*

Board Present:	Staff Present:
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	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
Student Representatives Present:	Brian Haats, Chief Human Resources Officer
Ethan Hernandez Jimenez	Jeff Jones, Director of Business Services
Keeton Sayre	Rose Roman, Executive Assistant to the Superintendent
Ma'Kaia Woods	Ciara Hartzell, Technology Support
	Manuel Cota Gomez, Technology Support
	Andy Bunting, HEA President
	David Eggleston, HCU President

A. Call to Order and Flag Salute
Board Chair Katie Rhyne reconvened the meeting at 7:00 PM and led the Pledge of Allegiance.

B. Land Acknowledgement
Board Chair Katie Rhyne read the Land Acknowledgement.

C. Recognitions / Proclamations

1. Latina/o/x/e Heritage Month
Director Yessica Hardin Mercado read the Latina/o/x/e Heritage Month Proclamation in English and Spanish.

2. America's Safe Schools Week
Director Patrick Maguire read the America's Safe Schools Week Proclamation.

3. National Principals Month
Director Nancy Thomas read the National Principals Month Proclamation.

4. Administer the Oath of Office to Student Representatives
Board Chair Katie Rhyne administer the Oath of Office to Student Representatives Ethan Hernandez Jimenez, Keaton Sayre, and Ma'Kaia Woods.

D. Approval of Agenda
Director Mark Watson MOVED, SECONDED by Director Yessica Hardin Mercado, to approve the agenda as printed.

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

No further discussion took place.

E. 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 Ivette Pantoja, to approve the Consent Agenda as printed.

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

No further discussion took place.

Consent Agenda items were as follows:

1. Approve Minutes of August 18, 2026, Board meeting
2. Approve Minutes of September 8, 2026, Board Meeting
3. Approve Routine Personnel Matters
4. Adopt Board / Superintendent Working Agreements
5. Approve Policies
   a. K/L - District-Community Relations
      1) KNA: Immigration Enforcement on District Property
         Presenters: Francesca Sinapi / Audrea Neville

F. Audience Time

One audience member requested to address the Board: Meg Guerreiro spoke regarding positive changes at Quatama Elementary.

G. Reports and Discussion

1. Financial Report

   Chief Financial Officer Scott Harrison highlighted the work of the Business Office staff at the begin of the 2026-27 school year.

2. Division 22 Standards for Public Elementary and Secondary Schools 2025-26 Assurance Form

   Assistant Superintendent Brooke Nova discussed what the Division 22 Standards are, rule categories, snapshot of the rules, requirements of each rule, what are standards assurances, why we must follow these rules, what happens if we are out of compliance, report for 2025-26 school year, Division 22 waivers for 2025-26 school year, EEAC revisions, administration of state assessments, implementation of executive order 26-06, corrective action implementation update, looking ahead to new requirements on required instructional time, diploma and modified diploma requirements, emergency plans and safety programs, educational leadership – administrator standards, and compliance for 2026-27 school year. Board members made comments and congratulated the District on the work to remain complaint.

H. Action Items

1. Appoint CCAC Members

Director Mark Watson MOVED, SECONDED by Director Yessica Hardin Mercado, that the Board of Directors appoint the following candidates to two-year positions:

Position 1: Haylee Metzner
Position 3: Amanda Hasan
Position 12: Hannah Holt
Student Position 1: Dalia Rosas
Student Position 2: Emily Hui
Student Position 3: Kaiden Hedges
Student Position 4: Izabella Gentry
Student Position 5: Camila Loera
Student Position 6: Rachel Everton

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

No further discussion took place.

2. Nominate Member to OSBA Board of Directors - Position 15
Board Chair Katie Rhyne referenced the work session discussion. No Board member expressed interest. No nomination took place.

3. Declare Surplus Equipment and Authorize Disposal
Director See Eun Kim MOVED, SECONDED by Director Ivette Pantoja, 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.

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

No further discussion took place.

4. Resolution on November 2026 Bond
Board Chair Katie Rhyne provided background information and read a Resolution on the November 2026 Bond.

I. Recess Board Meeting; Convene Meeting of the Local Contract Review Board
Board Chair Katie Rhyne recessed the Board Meeting and Convene Meeting of the Local Contract Review Board at 7:46 PM

1. Local Contract Review Board Hearing: Approve Contract for Owner's Representative Services
Chief Communications Officer Beth Graser gave background information on the Bond Development process and the selection of Cornerstone as the Owner's Representive. Board members made comments and asked questions regarding the Bond process.

Director Ivette Pantoja MOVED, SECONDED by Director Patrick Maguire, 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.

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

No further discussion took place.

2. Local Contract Review Board: Public Testimony
Board Chair Katie Rhyne opened the floor to public testimony. No audience members requested to submit Public Testimony

J. Adjourn Meeting of the Local Contract Review Board; Reconvene Board Meeting
Board Chair Katie Rhyne adjourned the meeting of the Local Contract Review Board and Reconvene Board Meeting at 8:02 PM

K. Policies - First Reading
The Policy First Reading were presented for the Board's information.

L. Information - Administrative Regulation Update
The Administrative Regulations were presented for the Board's information.

M. HCU / HEA Reports
HEA Vice President Andy Bunting gave the report.
HCU President David Eggleston gave the report.

N. Discussion Time

1) Student Representatives' Time
Keeton Sayre acknowledge the Bond work from the student perspective and thanked everyone for the support of the policies implemented this year.
Ethan Hernandez Jimenez thanked everyone for their work on the Bond, thanked the speakers, and excited about taking the Oath.
Ma'Kaia Woods thanked everyone for the Bond work and the positive changes for our District.

2) Superintendent's Time
Superintendent Travis Reiman acknowledged Meg Guerriero for commenting on positive changes at Quatama Elementary, discussed changes in graduation this coming year, and announced Director Nancy Thomas as President-Elect of OSBA.

3) Board of Directors' Time
Director Ivette Pantoja thanked the Cabinet team for today's presentations, highlighted Student Swearing in, reminded everyone about HSF 5K, and Festival Mariachi at the Hops Stadium.
Director Patrick Maguire thanked the applicants to the CCAC, and thanked staff for their work on graduation.

Director Yessica Hardin Mercado highlighted Hispanic Heritage Month and that 26% of students are Latino in Oregon, and shared positive community comments on HSD having Latinos in leadership, October 7 Hispanic Heritage Month celebration at Quatama Elementary, discussed the HSD Bond and sharing information on social media and fundraising needs, yesforhillsboroschools.com.

Director Nancy Thomas invited Board members to join her campaigning for the Bond, highlighted Fall OSBA Board meeting where she was elected president-elect.

Director See Eun Kim welcomed everyone back to school, congratulated student reps for being sworn in, thanks for their advocacy, thanked the CCAC applicants, thanked Quatama parent Meg Guerreiro for sharing her follow up remarks and the admin team for following through on Quatama concerns.

Board Vice Chair Mark Watson reminded Board members that student rep mentorship meetings should be happening, thanked Director Yessica Hardin Mercado for reading the Hispanic Heritage Month Proclamation in English and Spanish, highlighted that Director Ivette Pantoja is running for Hillsboro City Council, discussed state funding and the Bond, and asked community members to vote in favor of the Bond.

Board Chair Katie Rhyne thanked everyone for their comments, reminded Board members that in the Board / Superintendent Working Agreements it is important to draw a clear line when they speak as a Board member or as an individual, congratulated student reps on taking the Oath of Office, discussed the Bond efforts, shared the website - yesforhillsboroschools.com, discussed the canvassing kickoff at SMMS on Saturday, September 26, at 10am.

O. Adjourn Meeting

Chair Katie Rhyne adjourned the meeting at 8:46 PM.

DRAFT

HILLSBORO SCHOOL DISTRICT BOARD OF DIRECTORS—MINUTES
October 13, 2026
District Administration Center, 3083 NE 49th Place, Hillsboro, Oregon

1. *WORK SESSION*

Board Present:	Staff Present:
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, absent	Scott Harrison, Chief Financial Officer
	Derek Brown, District Information Technology Officer
Student Representatives Present:	Brian Haats, Chief Human Resources Officer
Ethan Hernandez Jimenez	David Nieslanik, Executive Director of Schools
Keeton Sayre	Cary Meier, Hillsboro High School Principal
Ma'Kaia Woods	Rose Roman, Executive Assistant to the Superintendent
	Ciara Hartzell, Technology Support
	Jennifer Williams, TOSA – Equity, Access, and Engagement
	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 5:15 PM.

B. International Baccalaureate Evaluation Update
Assistant Superintendent Audrea Neville introduced the topic. Hillsboro High School Principal Cary Meier explained what the IB program is and spoke about the five-year evaluation process. Board members and student representatives asked questions and provided comments.

C. Educational Equity / tSEL Update
Chief Equity, Access, Engagement Officer Francesca Sinapi introduced the topic, covered the HSD equity journey over the years, anchors to our focus areas, educational equity, how it works together, and the end goal. Equity, Access, Engagement TOSA Jennifer Williams discussed transformational social emotional learning, restorative culture and practices, the everyday experience of students, building coherence across HSD, and progress check points on the student experience and adult practice. Board members made comments and asked questions.

D. Bond Update
Chief Communications Officer Beth Graser played the new Bond video, shared signage being placed at buildings and who in HSD made them, gave a sneak peek of the mailers, online and social media campaign, ballot placement and shared many of the groups that the team has visited. Board Chair Katie Rhyne shared outreach efforts, signs, canvassing

efforts, important advocacy needs, and gave a shoutout to Director Yessica Hardin Mercado for her social media efforts. Student representatives asked questions.

E. Legislative Priorities Development

Chief Communications Officer Beth Graser shared a draft slate of legislative priorities, including stable and adequate K-12 funding, modernizing the K-12 funding formula, PERS relief, special education funding support, and understanding the structural deficit that Oregon districts face. Board members asked questions and made comments.

F. Discuss Board Goals

Board Chair Katie Rhyne led the conversation. Board members provided suggestions and feedback.

G. Discussion Time

1) Student Representatives' Time

Keeton Sayre discussed the IB presentation, and highlighted the EAE presentation.
Ethan Hernandez Jimenez discussed the IB presentation and its comparison to the AP classes at Century High School, discussed a trusted adult who is a teacher at CHS, highlighted the Bond and the canvassing efforts he participated in.
Ma'Kaia Woods asked how we could better advertise to HOA students, gave a compliment on the EAE presentation.

2) Superintendent's Time

Superintendent Travis Reiman shared appreciation for the Bond efforts especially by Chair Katie Rhyne, Director Yessica Hardin Mercado, Vice Chair Mark Watson, staff, students, Directors, and community members.

3) Board of Directors' Time

Director Patrick Maguire wishes everyone a good October.
Director Yessica Hardin Mercado thanked student rep Ethan Hernandez Jimenez for coming to the Bond canvassing event, highlighted EAE Hispanic Heritage Night, gave a shoutout to Whitney Ellersick from Nutrition Services for hosting the Board at Groner/HOA for National School Lunch week, highlighted her visit to the Fire Science classroom with Chair Katie Rhyne and how the Bond passing will help that classroom.
Director See Eun Kim highlighted attending National School Lunch Week at Groner, and how Bond dollars would help improve the Groner kitchen.
Director Ivette Pantoja thanked everyone for the Bond efforts, highlighted attending Hispanic Heritage Month event, highlighted student rep mentoring session with Vice Chair Mark Watson and Ma'Kaia Woods.
Vice Chair Mark Watson highlighted student rep mentoring session with Director Ivette Pantoja and Ma'Kaia Woods and encouraged others to get theirs scheduled, thanked Director Yessica Hardin Mercado and Chair Katie Rhyne for the work they are doing on the Bond.
Chair Katie Rhyne reflected on canvassing for the Bond, highlighted fire science classroom visit, and highlighted upcoming school visits.

H. Recess Work Session

Board Chair Katie Rhyne recessed the work session and at 8:05 PM.

2. *Executive Session*

Board Present:	Staff Present:
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, absent	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 8:12 PM and moved the Board into executive session under ORS 192.660(2)(d) – Labor Negotiator Consultation and ORS 192.660(2)(e) – Real Property Transaction.

B. ORS 192.660(2)(d) - Labor Negotiator Consultation
Chief Human Resources Officer Brian Haats discussed the bargaining team, important dates, and guiding principles for bargaining. Board members asked questions.

C. ORS 192.660(2)(e) - Real Property Transaction
Chief Operations Officer Saideh Haghighi Khochkhou gave a real property update on the Hillsboro Health and Education property. Chief Financial Officer Scott Harrison gave an update on the Cornelius/Laurel Crown property. Board members asked questions.

D. Adjourned Executive Session
Board Chair Katie Rhyne adjourned the Executive Session at 8:47 PM.

HILLSBORO SCHOOL DISTRICT 1J
October 27, 2026
APPROVE ROUTINE PERSONNEL MATTERS

The Superintendent recommends the Board of Directors:

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

Joel Hansen
Assignment: 0.5 FTE - School Counselor
Location: Quatama Elementary School
Effective Date: January 1, 2027
Years of Service: 25 Years

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

Casy Burnsed
Assignment: 1.0 FTE - Elective Teacher
Location: Hillsboro Online Academy
Effective Date: June 12, 2026

Madison Johnson
Assignment: 0.5 FTE - 5th Grade Teacher
Location: Witch Hazel Elementary
Effective Date: October 1, 2026

Mayra Lissette Martinak
Assignment: 1.0 FTE - 1st Grade Teacher - Dual Language
Location: Lincoln Street Elementary School
Effective Date: December 31, 2026

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

Victoria Marie Berry
Education: MA – Western Oregon University, Monmouth, OR
Experience: 21 Years
Assignment: 0.833 FTE - Multilingual Learner/Migrant Education Specialist, PE and TAG Teacher – R.A. Brown Middle School

Jorge Placencia Bravo
Education: BA – San Jose State University, San Jose, CA
Experience: 1 Year
Assignment: 1.0 FTE - Aerospace Teacher – CTE – Liberty High School

Kathleen Loewer Coolman
Education: MA – Portland State University, Portland, OR
Experience: 16 Years
Assignment: 0.4 FTE - Multilingual Learner/Migrant Education Specialist - Lincoln Street Elementary School

Mike DePinto
Education: BA – Portland State University, Portland, OR
Experience: 34 Years
Assignment: 0.4 FTE - TOSA - Office for School Performance – Student Services

Jesse A Desai
Education: MA – Dominican University, River Forest, IL
Experience: None
Assignment: 1.0 FTE - Special Education Teacher – Atfalati Ridge Elementary School | Witch Hazel Elementary School

Gregory James Hedges
Education: MA – Portland State University, Portland, OR
Experience: 1 Year
Assignment: 0.667 FTE - Special Education Teacher– Hillsboro Online Academy

Emaan Mansouri
Education: BA – Portland State University, Portland, OR
Experience: None
Assignment: 1.0 FTE - Special Education Teacher– Lenox Elementary School

Abigail Elizabeth Neville
Education: MA – Portland State University, Portland, OR
Experience: 9 Years
Assignment: 1.0 FTE - Special Education Teacher - Tamarack Elementary School

Angel Marie Summers
Education: BA – University of Portland, Portland, OR
Experience: None
Assignment: 1.0 FTE - Special Education Teacher– Free Orchards Elementary School

Alicia Marie Thomas
Education: BA – George Fox University, Newberg, OR
Experience: None
Assignment: 1.0 FTE - District Nurse– Student Services

Mandy Lynn Thomas
Education: BA – Portland State University, Portland, OR
Experience: None
Assignment: 0.2 FTE - Special Education Teacher – Lincoln Street Elementary School

Kaitlyn Washburn
Education: BA – Portland State University, Portland, OR
Experience: 1 Year
Assignment: 1.0 FTE - Special Education Teacher – Indian Hills Elementary

D. Approve the employment of the following licensed personnel in the 2026-27 school year, who have held temporary status:

Benjamin R Butler
Education: BA – Western Governors University, Millcreek, UT
Experience: 4 Years
Assignment: 0.5 FTE - Temporary Behavior Specialist – South Meadows Middle School | Rosedale Elementary School

Mia Cha Bustamante
Education: MA – George Fox University, Newberg, OR
Experience: 1 Year
Assignment: 1.0 FTE - Temporary 5th/6th Grade Teacher – Quatama Elementary School

Holly Richelle Draper
Education: MA – University of Nebraska, Omaha, NE
Experience: 4 Years
Assignment: 1.0 FTE - Temporary Special Education Teacher – Evergreen Middle School

Brooke Corene Garcelon
Education: MA – Portland State University, Portland, OR
Experience: 4 Years
Assignment: 1.0 FTE - Temporary - 2nd Grade Teacher– Free Orchards Elementary School

Joseph William Harrison
Education: MA – Warwick University, Coventry, England
Experience: 8 Years
Assignment: 1.0 FTE - Temporary - 2nd Grade Teacher– Tamarack Elementary School

Suzanne Marie Hawthorne
Education: MA – George Fox University, Newberg, OR
Experience: 4 Years
Assignment: 0.4 FTE - Temporary - 3rd Grade Teacher– Jackson Elementary School

Natalie Maria Hill
Education: MA – University of Washington, Seattle, WA
Experience: 9 Years
Assignment: 1.0 FTE - Temporary - Kindergarten Teacher – Ladd Acres Elementary School

Molly Elizabeth Holmes
Education: BA – Multnomah University, Portland, OR
Experience: 5 Year
Assignment: 1.0 FTE - Temporary 3rd Grade Teacher– Ladd Acres Elementary School

Nakya Jay
Education: BA – Western Oregon University, Monmouth, OR
Experience: 2 Years
Assignment: 1.0 FTE - Temporary 4th/5th Grade Teacher – North Plains Elementary

Nichole Pattillo
Education: MA – Florida State University, Tallahassee, FL
Experience: None
Assignment: 0.5 FTE - Special Education Teacher– Ladd Acres Elementary School

Kylie Madison Tidwell
Education: BA – Pacific University - Forest G, Forest Grove, OR
Experience: 2 Years
Assignment: 1.0 FTE - Temporary - 4th Grade Teacher – Jackson Elementary School

Amanda June Vanderhoof
Education: BA – Western Oregon University, Monmouth, OR
Experience: 2 Years
Assignment: 1.0 FTE - Temporary 3rd Grade – Lenox Elementary School

HILLSBORO SCHOOL DISTRICT 1J
October 27, 2026
ADOPT BOARD GOALS

SITUATION

The ongoing duties of the Board include resource allocation, formulating policy, and interacting with the community in support of the District mission. During the August 18, Retreat, and the October 13, Work Session, the Board discussed goals for the 2026-27 school year. Based on this discussion, the following goals have been drafted. Tonight, the Board will be asked to adopt these goals for the 2026-27 school year.

Proposed Board goals for 2026-27

- **Goal 1: Establish a Board Performance Cycle**

  The Goal: The board will establish an annual cycle for assessing its effectiveness as a board and identifying specific improvements in board practice, with a focus on follow-up.

  Measurable Action: The board will identify aspects of its governance practice to examine and will commit to specific actions for improvement and revisit them during the year.

  Examples of governance practices: Meeting management and discussion time, the alignment of the board's agendas with strategic priorities, continuous cycle of self-assessment and goal setting.

- **Goal 2: Strengthen Strategic Governance Through Intentional Learning and Accountability**

  The Goal: The board will establish an intentional approach to strategic governance by identifying and using the information, evidence, and knowledge it needs to monitor district priorities, understand emerging issues, and make informed decisions to inform advocacy efforts, bond development, and legislative priorities.

  Measurable Action: The board will establish clear expectations for the information and evidence it needs to monitor each major strategic priority, including the frequency of review and the conditions that would prompt further inquiry, adjustment, or a change in direction.

  Examples of strategic governance: The board will also identify areas where deeper understanding would strengthen its governance and intentionally build that knowledge through board updates, work sessions, presentations, site visits, or other opportunities.

RECOMMENDATION

The Board Chair recommends that the Board of Directors adopt the proposed Board goals.

HILLSBORO SCHOOL DISTRICT 1J
October 27, 2026
ACCEPT GIFTS AND DONATIONS
(as of September 30, 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.

$100,000.00 - Hillsboro Schools Foundation (HSF) for Choice Funds.

$10,000.00 - Lenox Elementary School received from a private donor for their band donation account.

RECOMMENDATION

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

HILLSBORO SCHOOL DISTRICT 1J
October 27, 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 September 22, 2026:

- 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 approve the policies.

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 will[1]:

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 protocols[2];

3. Outline a district-to-school communication plan[3];

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 managed[4];

6. Integrate school health services with school health education programs and coordinate with health and social service agencies, public and private;

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[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, 851-045-0040 – 0060, and 851-047-0010 – 0030.

7. Describe how hearing, vision and dental screenings are managed and/or verified for required students[5];

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 school[6];

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 fluids[7];

10. Refer to adopted policy and procedures for medications in accordance with Oregon law[8];

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 activities[9][;~~;~~ 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.

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[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 bathroom[11] 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 race[1], color, religion, sex, sexual orientation, gender identity, national origin, marital status, pregnancy, childbirth or a related medical condition[2], age, veterans'~~veteran's~~ status[3], service in a uniformed service, familial status, genetic information, an individual's juvenile record that has been expunged, and disability[4] 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

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[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 243.305
ORS 326.051
ORS 332.505
ORS 408.225 – 408.237
ORS 652.210 - 652.220
ORS 659.850
ORS 659A.003
ORS 659A.006
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.082
ORS 659A.109
ORS 659A.112
ORS 659A.147
ORS 659A.820

OAR 581-021-0045
OAR 581-022-2405
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 parties[1] 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 procedures[2].

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties[3] shall include:

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[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 GBNAA/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 consent[4].

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~~

Saideh Haghighi Khochkhou, 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* 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 person[5] 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 include[6]:

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;

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[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 activity[7];

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 measures[9] to the complainant and by following a grievance procedure[10] 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.

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[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 Secretary[13], or both.

No Retaliation

Neither the district or any person may retaliate[14] 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.

~~c. 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 pubic 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;

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 consent[1] 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 parties[1] 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 procedures[2].

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties[3] shall include:

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[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 GBNAA/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 consent[4].

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~~

Saideh Haghighi Khochkhou, 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 person[5] 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 include[6]:

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;

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[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 activity[7];

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 measures[9] to the complainant and by following a grievance procedure[10] 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.

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[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 Secretary[13], or both.

No Retaliation

Neither the district or any person may retaliate[14] 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
October 27, 2026
OCTOBER ENROLLMENT REPORT

SITUATION

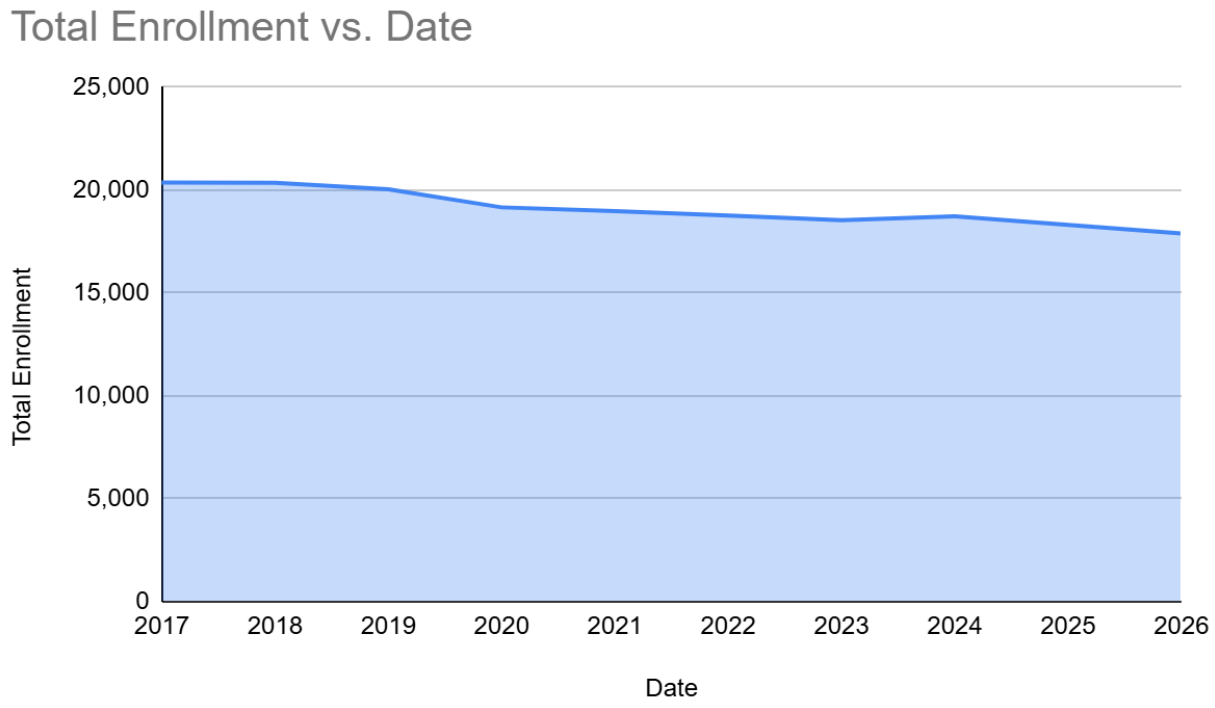
On October 1, 2026, the Hillsboro School District had 17,901 registered students. This is a decrease of 417 students from October 1, 2025, and represents a 2.3 percent decrease in overall student enrollment.

Grade Level	10/1/2025	10/1/2026	Student Growth 2026-27	Percentage Growth 2026-27
Kindergarten	1,297	1,177	-120	-9.3%
1st - 6th	8,277	7,958	-319	-3.9%
7th - 8th	2,933	2,850	-83	-2.8%
9th - 12th	5,811	5,746	-65	-1.1%
Total	18,318	17,901*	-417	-2.3%

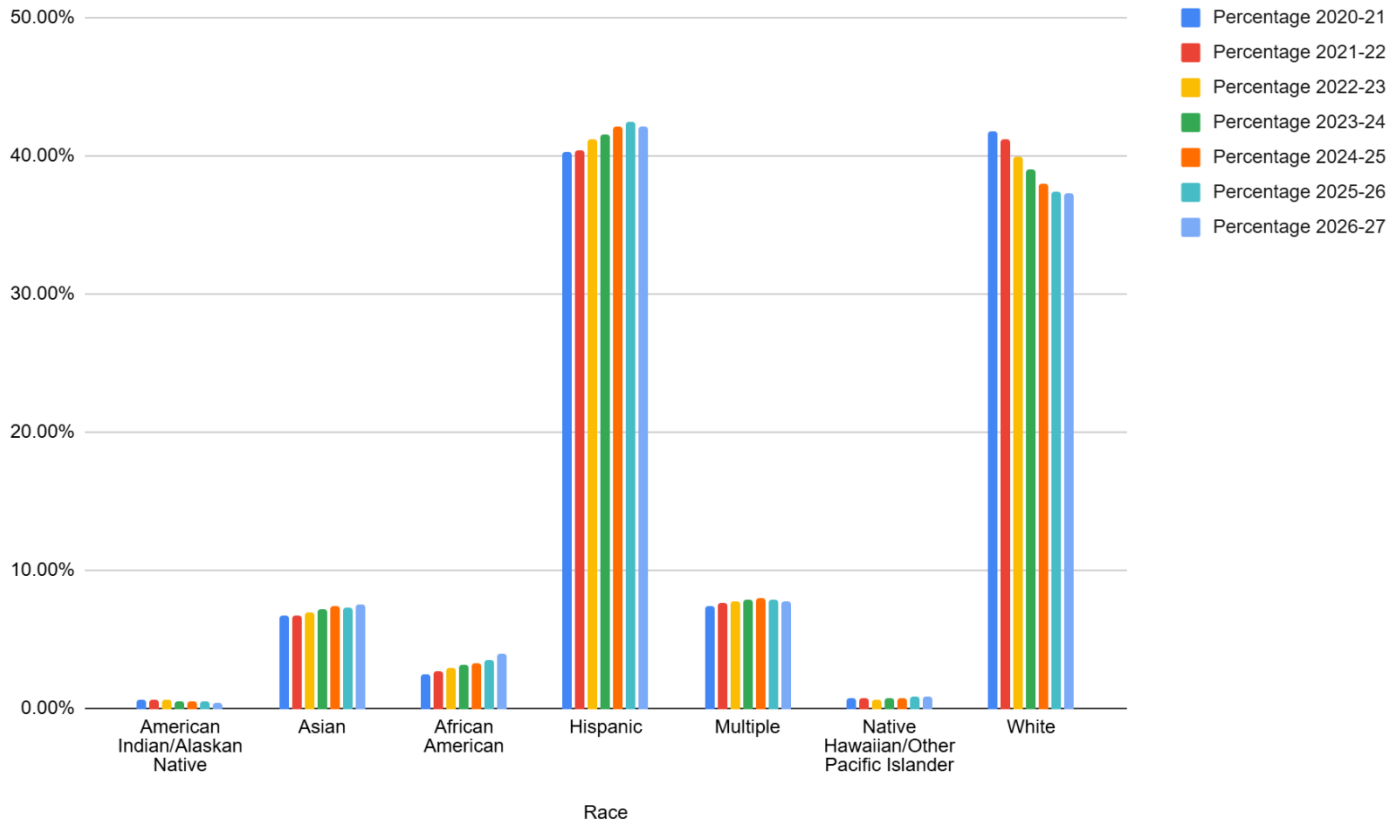
*The totals above include 472 students at City View Charter School.

HISTORICAL DATA

Over the past ten years, our District has experienced a decline of 2,472 students (-12.1 percent) from 20,373 on October 2, 2017 to 17,901 on October 1, 2026.



The table below shows percentages by race of students enrolled in HSD for school years 2020-21 through October 1, 2026.



RECOMMENDATION

The Superintendent recommends the Board of Directors reviews and discusses this enrollment report.

HILLSBORO SCHOOL DISTRICT 1J
October 27, 2026
ACCOUNTABILITY REPORT #1: STRATEGIC PLAN, INTERIM ASSESSMENTS, AND INTEGRATED PROGRAMS UPDATE

SITUATION

In reporting on progress toward accountability goals to the Board, Staff combine and streamline those that are closely aligned: Strategic Plan, Integrated Programs, and now Interim Assessments (pursuant to Senate Bill 141).

The cadence for that reporting is: October, February, June (interim assessment update only), and August.

Tonight, Staff will:

- Present on Integrated Programs: Early Literacy, High School Success, and Student Investment Account
    - Share the 2025-26 Integrated Programs Report, highlighting how specific efforts within these formula grant programs support the District's Strategic Plan goals and student outcomes.
    - Provide an overview of the 2025-27 Integrated Programs Plan and how planned investments are intended to impact HSD's Performance Targets in 2026-27.
- Provide an update on progress toward the District's 2023-2027 Strategic Plan goals.
- Review relevant interim assessment data and other measures of impact.

RECOMMENDATION

The Superintendent recommends that the Board of Directors receive the first Accountability Report of the 2026-27 school year, which includes updates on Strategic Plan implementation, interim assessment data, and Integrated Programs, and ask questions as appropriate.

2025-26 Integrated Programs Annual Report

HSD Overview: The progress markers and overall reflection are submitted quarterly by Hillsboro School District (HSD) and City View Charter School (CVCS) to the Oregon Department of Education. The Office for School Performance and Business Office come together prior to each submission to complete reporting. The longitudinal performance growth targets (LPGTs) are measured over 4 years, 2023-24 through the 2027-28 school year. The HSD Integrated Program goals are aligned with the goals of our strategic plan. Our HSD Strategic Plan can be found at hsd.k12.or.us/about-us/strategic-plan/overview. Our LPGTs are codeveloped and approved by the Oregon Department of Education for a 5-year duration of time.

Annual Report Questions	
Question	**Context/Guidance**
1. As you review your progress markers/overall reflection responses and reflect on plan implementation, how do you see your progress contributing to the Outcomes and Strategies in your plan and your Longitudinal Performance Growth Targets (LPGT)/Local Optional Metrics (LOM)? Discuss at least one Outcome where you have seen progress in implementation.	**HSD** has made meaningful progress toward our **attendance** outcomes by strengthening a districtwide, relationship-centered approach focused on early identification, family partnership, and barrier reduction. Over the biennium, improved attendance dashboards and data systems have helped school teams identify concerns earlier and respond more strategically, while quarterly attendance messaging and increased family outreach have strengthened communication and connection with families. This work has been especially important as families have navigated growing socioeconomic barriers, including food and financial insecurity and impacts from immigration activity in our community. By connecting attendance efforts with family outreach, mental and behavioral health, McKinney-Vento supports, and community resources, we are better able to understand and address the reasons students miss school rather than simply respond to absences. These combined efforts have contributed to an increase in regular attendance from approximately 64.5% to 68.4%, demonstrating progress toward our long-term goal of 80% regular attendance by 2028. Another outcome area to note is **9th Grade On Track**. While the overall metric decreased from 92% to 89%, internally we track an additional metric that emphasizes the number of core credits students earn in 9th grade. This metric evaluates the number of students who earn at least 3.5 core credits (math, language arts, social science, and science) of the 6 overall credits for 9th grade on track. Over the past two years we have seen steady growth in this metric from 82.6% in 23-24, to 83.8% in 24-25, and finally 84.1% in

	25-26. Growth can be attributed to more emphasis on content PLCs focused on similar instructional strategy goals as part of the larger 9th grade success team. Additionally, many buildings have implemented biweekly grade level meetings that utilize data to improve systems and instructional strategies to support 9th grade on track goals. High school 9th grade on track teams receives quarterly professional development geared towards improving systems, maximizing meetings times, and integrating data for purposeful improvement. Buildings then lead quarterly data digs as a high level "dipstick" evaluation of the implementation of their on-track systems. **CVCS (City View)** has continued to make progress toward our academic achievement outcomes through a sustained focus on high-quality instruction, consistent use of student data, and strengthening systems of support for students. Our continued strong performance on state assessments reflects the impact of maintaining high expectations while also developing systems that allow staff to respond more intentionally to student needs. One area of progress has been our continued implementation of the EL Education model and the use of its practices to strengthen instructional quality and student outcomes. City View has successfully developed credentials in two of the three dimensions of EL Education—Mastery of Skills and Knowledge and Character and Culture—and is continuing to work toward the third dimension, High Quality Work. This work directly supports our plan outcomes related to academic achievement, student engagement, character development, and the production of high-quality student work. We have also continued to strengthen our systems for monitoring student progress and providing targeted support. Grade-level teams use assessment information and other student data to identify areas of need, adjust instructional strategies, and monitor progress over time. Our focus on consistent instructional practices, collaborative planning, and student support systems has helped us maintain strong academic outcomes while serving a growing and increasingly diverse student population.

2. Where have you experienced barriers, challenges, or impediments to progress toward your Outcomes and Strategies in your plan that you could use support with? Discuss at least one Outcome where you have seen challenges or barriers to implementation.	In **HSD** we saw a slight increase in our data **3rd grade ELA Proficiency** data, however we did not meet our target of 40%. We were just 0.2 shy with 37.8%. Several of the strategies we implemented this year to support our ELA achievement were: Continued to expand use of English and Spanish supplemental foundational skills curriculum, and LETRS training which increased 1st-4th grade literacy skill development as reflected in our internal curriculum Phonics Survey Assessment (1st-6th) and Running Records (1st-6th), a 2nd cohort of teachers in Science of the Bilingual Reading Brain training, and grade level professional development and collaborations focused on foundational skills, vocabulary, fluency and language transfer. We value the work we do with our multilingual learners however the effects of our strategies may not be seen yet in 3rd grade SBA because it takes up to seven years to be proficient. We continue to see challenges with our focal group of Students Accessing Special Education. This past year we collaborated with our Student Services team to provide additional supplemental and intervention curriculum, and effective strategies professional development for our SPED Case Managers to have consistent programs and implementation across the district. We expect to see improvements in future years because of this investment in curriculum and training for Special Education staff. **City View** continues to see strong overall academic performance, but **3rd grade ELA proficiency** remains an area for growth. State assessment data show that 44% of 3rd grade students met or exceeded the ELA standard, below our target of 50%. A primary challenge is ensuring that all students, particularly students receiving special education services and multilingual learners, have consistent access to the targeted instructional and intervention supports they need. As our enrollment and student diversity continue to grow, we are also working to strengthen systems for using assessment data to identify needs early and provide timely, targeted support. Continued professional learning, collaborative data review, and development of consistent instructional and intervention practices will be important to increasing 3rd grade ELA outcomes.

3. CTE1: Oregon approaches equity through targeted universalism and identifies focal student groups as part of the IG (p. 18). These include more populations than the federally identified "special populations". The federal definition includes the following: individuals with disabilities, individuals from economically disadvantaged families, individuals preparing for non- traditional fields, single parents (students), out-of-workforce individuals, English language learners, homeless individuals, youth in, or having aged out of, the foster care system, youth with a parent who is a member of the armed forces or on active duty. Describe your process and priorities in making funds available for the recruitment of special populations to enroll in career and technical education programs. Indicate the major accomplishments as a result of using Perkins funds. (Section 112(a)(2)(A) of Perkins V) You are also welcome to discuss any work that impacts other focal student groups, such as students of color and LGBTQ2SIA+ students.	In the **Hillsboro School District** during Q4 of the 2025-26 school year, we continued to prioritize equitable access and opportunity within CTE. Staff reviewed disaggregated participation and outcome data to identify barriers affecting federally defined special populations and Oregon focal student groups. This review informed priorities related to transportation, accessible career exploration, work-based learning, industry-standard equipment and curriculum, dual credit, credential attainment, and recruitment into fields in which students are underrepresented. A major Q4 accomplishment was the completion of another Constructing Meaning cohort specifically for CTE educators. Perkins funds supported professional learning that helps teachers make technical content, academic language, and classroom participation more accessible to multilingual learners. Educators strengthened their use of structured student interaction, explicit language supports, and discipline-specific vocabulary within hands-on CTE instruction. These strategies support all students but are especially intended to ensure instructional access to content for students experiencing disability or who are language learners and who may need additional scaffolding to access complex technical content. HSD also continued supporting more than 200 students each semester in accessing specialized CTE programs through the CCP Shuttle. In Health Sciences, 109 seniors participated in credential courses, and 224 students completed clinical or workplace placements during 2025-26. Students earned credentials in medical assisting, phlebotomy, pharmacy technology, dental assisting, bioscience, and Basic Life Support. Together, these investments reduced barriers and increased access to advanced coursework, career-connected learning, and industry-recognized credentials for special populations and focal student groups. **City View** does not offer CTE programs or receive Perkins funds.

4. CTE2: The 2024-2028 CTE State Plan has three (3) outcome areas: Outcome 1: Career connected learning that is systemically integrated with education and workforce development. Outcome 2: Increased equitable participation in high-quality CTE and career connected learning Outcome 3: Expanded communication, transparency, and diversity of voices and contributors connected to education and workforce development partnerships Please choose at least one (1) of the outcomes and let us know what you did in that area to help move the dial and make an impact for students/teachers. We'd love to be able to share your local information along with our statewide updates.	**Outcome 1: Career-connected learning that is systemically integrated with education and workforce development.** Throughout the 2025-26 school year, **HSD** focused on supporting and expanding CTE programs connected to industries with the greatest demand in our region and, specifically, within the Hillsboro community. Our career-connected learning efforts respond to student interests while also serving our community by preparing students to enter the workforce and meet the needs of local industries. During Q4, this work was reflected in partnerships across advanced manufacturing, construction, bioscience, health sciences, and fire and emergency services. Examples of that work include: a. HSD partnered with the Oregon Bureau of Labor and Industries and Jireh Semiconductor to support the completion of the second cohort of registered Advanced Manufacturing Technician youth apprentices. Four students participated in paid, on-the-job learning (over 2100 hours collectively) while completing their high school CTE coursework. HSD also partnered with CBRE to provide students in Trades and Construction with industry-based internship experiences. b. Students in the Bioscience Technologies program participated in a mentorship program with Genentech for the third consecutive year. This sustained partnership has created a pathway from high school CTE participation to postsecondary employment with Genentech. c. In Health Sciences, students completed career preparation and industry-recognized certification programs in Certified Clinical Medical Assisting, Pharmacy Technology, Dental Assisting, and Phlebotomy with high postsecondary placement with Virginia Garcia Memorial Health Center. d. Students completing the Fire Science program also moved directly into career opportunities, with students placed and employed by the City of Hillsboro Fire & Rescue and wildland firefighting organizations. Together, these efforts demonstrate how HSD is aligning education and workforce development to create clear pathways from student interest and CTE participation to industry credentials, paid work experience, postsecondary training, and employment within our community.

HILLSBORO SCHOOL DISTRICT 1J
October 27, 2026
FINANCIAL REPORT

Business Office – General Update

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

Business Services

The Finance team is wrapping up the FY 2025-26 audit and finalizing the closeout of grant funds ending September 30th. With school under way the team is maintaining a high volume of purchasing and payment processing across the District. Concurrently, the team is advancing process automation, delivering tailored purchasing guidance across departments, and progressing multi-year record digitization to improve information access.

Systems Integration

District-wide Process Review

The Business Office is participating in a District-wide process review to improve processes, maximize existing systems, and inform future system decisions. Key progress includes:

- Completed Accounts Payable platform evaluation to identify options for reducing paper-based processes
- Completed electronic timesheet product comparisons and reviewed a system pilot to assess functionality and implementation needs
- Initial current-state process review sessions are nearing completion

Records Retention Project

Initial inventory of more than 800 boxes is complete, with ongoing review and disposition of records based on retention requirements.

Payroll

The Payroll Department successfully processed all payrolls on schedule, including certified, classified, and supplemental payroll runs. The Payroll team successfully posted Pay Period 3 on September 15, 2026. Payroll is also collaborating with IT and Benefits to improve upload processes and ensure new employee benefit rates resulting from Open Enrollment are accurately reflected in payroll.

Gross Pay: $ 16,648,557.79
Federal Income Tax Withholding: $1,524,122.00
Oregon State Income Tax: $ 1,052,008.00
Social Security (EE + ER): $ 1, 012,457.63
Medicare (EE + ER): $ 237,528.79
Total Employees Paid: 1364

Benefits

The Benefits Department remains focused on maintaining accuracy, compliance, and support for districtwide initiatives. Current priorities include post-Open Enrollment cleanup, processing benefit elections for new hires and qualifying life events and supporting leave management through ongoing collaboration with Human Resources and Payroll.

Oregon Paid Family & Medical Leave as of end of September:

Employee: $96,295.34
Employer: $65,529.80
Total: $163,825.14

OPSRP (Tier 3) Contributions as of end of September:

Employer Contributions: $3,235,555.27

Tier 1 & Tier 2 Contributions as of end of September:

Employer Contributions: $784,449.10

Procurement and Contracts

- **Contracts:** Providing day-of insurance resources to prospective vendors to help reduce barriers for local groups interested in participating in District-sponsored events while ensuring compliance with Board policies.
  - Contracts currently being negotiated: **6**
  - Contracts finalized this month: **16**
- **Procurement:** Working with our Capital Bond Owner's Representative, Cornerstone Management Group, Inc., and legal to develop RFP templates for bond work.

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.

During September the Hillsboro Schools Foundation made a donation of $100,000 for Choice Funds.

Lenox Elementary also received an annual private donation of $10,000 to their band donation account.

Print Shop
We currently have a net profit of $55,807 through August. The Print Shop is currently focused on keeping up with a busier than normal school year, lining up new clients for the 2027-28 school year, and solving logistical job tracking needs.

Workers' Compensation Report
The table below reflects workers' compensation claims reported during September. A total of 15 injuries were reported, ranging from slips and falls to minor cuts and lacerations.

Workers' Compensation Reports			
Month	**2024-2025**	**2025-2026**	**2026-2027**
July	2	3	1
August	4	7	3
September	10	16	15
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**	**19**

Student Incident Report

Student incident data below reflects activity through September 30, 2026. The most common causes of injury were horseplay, trips, and falls.

Student Incident Reports						
Month	**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	78	3.7	2
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**	**80**	**3.7**	**2**

Auto Liability/Auto Damage Claims

There was one (1) auto physical damage claim filed for the month of September.

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	2nd Quarter	3rd Quarter	4th Quarter	Fiscal YTD	Budget		Fiscal YTD	
Revenues	**Actual**	**Actual**	**Actual**	**Actual**	**Actual**	**Actual**	**Actual**	**2026-27**	**2026-27**	**% of Budget**	**2025-26**	**% of Budget**
Taxes	$0.00	$1,890.89	$279,250.11	$281,141.00	$0.00	$0.00	$0.00	$281,141.00	$136,851,400.00	0.21%	$131,659.78	0.12%
Interest	$45,849.51	$53,132.37	$35,297.36	$134,279.24	$0.00	$0.00	$0.00	$134,279.24	$2,906,945.00	4.62%	$157,052.77	7.92%
Local Sources	$28,072.53	$61,204.01	$96,610.45	$185,886.99	$0.00	$0.00	$0.00	$185,886.99	$5,175,274.00	3.59%	$938,664.03	10.65%
Total Local	**$73,922.04**	**$116,227.27**	**$411,157.92**	**$601,307.23**	**$0.00**	**$0.00**	**$0.00**	**$601,307.23**	**$144,933,619.00**	**0.41%**	**$1,227,376.58**	**1.05%**
County/ESD	$0.00	$0.00	$58,629.93	$58,629.93	$0.00	$0.00	$0.00	$58,629.93	$3,921,897.00	1.49%	$20,018.42	0.46%
State Sources	$23,283,068.34	$11,580,201.77	$11,580,201.77	$46,443,471.88	$0.00	$0.00	$0.00	$46,443,471.88	$133,133,999.00	34.88%	$56,310,438.96	33.79%
Federal Sources	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	0.00%
Other Sources	$0.00	$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	$0.00	$15,095,710.61	$0.00	$0.00	$0.00	$15,095,710.61	$27,932,919.00	54.04%	$11,919,374.66	104.81%
Total Revenue	**$38,452,700.99**	**$11,696,429.04**	**$12,049,989.62**	**$62,199,119.65**	**$0.00**	**$0.00**	**$0.00**	**$62,199,119.65**	**$309,922,434.00**	**20.07%**	**$69,477,208.62**	**23.19%**
Expenditures												
Instruction												
Salaries	$28,369.18	$77,085.57	$9,327,806.97	$9,433,261.72	$0.00	$0.00	$0.00	$9,433,261.72	$102,147,857.00	9.23%	$9,151,460.16	9.51%
Benefits	$26,315.82	$39,722.80	$5,116,121.26	$5,182,159.88	$0.00	$0.00	$0.00	$5,182,159.88	$55,659,726.00	9.31%	$4,980,087.91	10.00%
Purchased Service	$813,118.82	$663,895.24	$1,137,670.12	$2,614,684.18	$0.00	$0.00	$0.00	$2,614,684.18	$15,751,251.00	16.60%	$2,135,034.51	10.25%
Supplies/Materials	$106,522.56	$376,892.58	$179,400.93	$662,816.07	$0.00	$0.00	$0.00	$662,816.07	$4,101,888.00	16.16%	$652,610.32	12.60%
Capital Purchases	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$238,220.00	0.00%	$0.00	0.00%
Other	$325.00	$21,575.00	$23,215.00	$45,115.00	$0.00	$0.00	$0.00	$45,115.00	$1,433,379.00	3.15%	$127,488.99	8.24%
Total Instruction	**$974,651.38**	**$1,179,171.19**	**$15,784,214.28**	**$17,938,036.85**	**$0.00**	**$0.00**	**$0.00**	**$17,938,036.85**	**$179,332,321.00**	**10.00%**	**$17,046,681.89**	**9.82%**
Support Services												
Salaries	$3,302,705.26	$2,901,925.03	$5,105,361.12	$11,309,991.41	$0.00	$0.00	$0.00	$11,309,991.41	$67,157,109.00	16.84%	$10,216,480.13	16.22%
Benefits	$2,938,657.08	$1,625,076.67	$3,003,617.63	$7,567,351.38	$0.00	$0.00	$0.00	$7,567,351.38	$36,593,487.00	20.68%	$7,046,801.95	21.60%
Purchased Service	$2,004,464.18	$1,043,701.99	$661,307.91	$3,709,474.08	$0.00	$0.00	$0.00	$3,709,474.08	$10,355,660.00	35.82%	$3,933,402.85	28.82%
Supplies/Materials	$590,733.44	$1,089,606.82	$393,996.75	$2,074,337.01	$0.00	$0.00	$0.00	$2,074,337.01	$2,696,786.00	76.92%	$1,756,557.94	51.78%
Capital Purchases	$0.00	$0.00	$53,100.00	$53,100.00	$0.00	$0.00	$0.00	$53,100.00	$156,618.00	0.00%	$164,745.41	226.85%
Other	$247,858.21	$2,635,931.92	$16,828.69	$2,900,618.82	$0.00	$0.00	$0.00	$2,900,618.82	$942,375.00	307.80%	$293,495.19	28.95%
Total Support	**$9,084,418.17**	**$9,296,242.43**	**$9,234,212.10**	**$27,614,872.70**	**$0.00**	**$0.00**	**$0.00**	**$27,614,872.70**	**$117,902,035.00**	**23.42%**	**$23,411,483.47**	**20.58%**
Community Services												
Salaries	$24,545.71	$24,545.71	$51,658.16	$100,749.58	$0.00	$0.00	$0.00	$100,749.58	$436,875.00	23.06%	$100,714.93	25.03%
Benefits	$14,220.78	$14,177.98	$34,480.78	$62,879.54	$0.00	$0.00	$0.00	$62,879.54	$238,050.00	26.41%	$55,501.43	26.64%
Purchased Service	$0.00	$1,670.12	$243.00	$1,913.12	$0.00	$0.00	$0.00	$1,913.12	$67,366.00	2.84%	$6,824.69	7.83%
Supplies/Materials	$1,763.95	$141.55	$198.55	$2,104.05	$0.00	$0.00	$0.00	$2,104.05	$17,543.00	11.99%	$2,660.43	12.28%
Capital Purchases	$0.00	$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	$0.00	$6,130.00	0.00%	$0.00	0.00%
Total Community Services	**$40,530.44**	**$40,535.36**	**$86,580.49**	**$167,646.29**	**$0.00**	**$0.00**	**$0.00**	**$167,646.29**	**$766,984.00**	**21.86%**	**$165,701.48**	**22.81%**
Capital Projects												
Purchased Service	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	0.00%
Capital Purchases	$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%
Total Capital Projects	**$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	0.00%
Transfers	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	0.00%
Contingency/Ending Balance*	$0.00	$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	**$10,099,599.99**	**$10,515,948.98**	**$25,105,006.87**	**$45,720,555.84**	**$0.00**	**$0.00**	**$0.00**	**$45,720,555.84**	**$309,922,434.00**	**14.75%**	**$40,623,866.84**	**13.56%**

Interest Earnings	**1st Quarter**
General Fund	$134,279.24
Debt Service Fund	$10,438.35
Capital Projects Fund	$1,083.10
Total Earnings	**$145,800.69**

HILLSBORO SCHOOL DISTRICT 1J
October 27, 2026
APPOINT COMMUNITY CURRICULUM ADVISORY COMMITTEE MEMBERS

SITUATION

In accordance with Policy IFF, the Community Curriculum Advisory Committee (CCAC) provides community input on curriculum and instructional programs and other curricular areas identified by the Board. The committee includes parents, community members, and student representatives who reflect the diversity of the Hillsboro School District. CCAC members may not be current HSD employees and are appointed by the Board to two-year, staggered terms.

The Board established 14 adult members as the baseline, with a goal of including student representation. The Board may adjust membership based on the number and qualifications of applicants.

Current Membership and Applications

- **7** community members are continuing their terms.
- **3** community members and **6** student members were appointed in September.
- **5** additional community member application has been received.

During tonight's work session, five applicants introduced themselves and the Board discussed the selection process. During tonight's regular session, the Board will identify a slate of candidates for appointment to the remaining open positions.

Newly appointed members may participate in the first CCAC meeting of the 2026-27 school year on November 2, 2026.

RECOMMENDATION

The Superintendent recommends that the Board of Directors appoint the following candidates to two-year positions:

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

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

HILLSBORO SCHOOL DISTRICT 1J
October 27, 2026
APPROVE DIVISION 22 STANDARDS FOR PUBLIC ELEMENTARY AND SECONDARY SCHOOLS 2025-26 ASSURANCE

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.

After a review of Division 22 standards by the appropriate personnel, the Hillsboro School District presented the 2025-26 Division 22 report at the September 22, 2026, Regular Board session and shared HSD was fully in compliance in the 25-26 school year. Staff have received no additional questions since the September 22, 2026, report.

During the presentation a review of the 2026-27 school year was shared, including a current postponement of a K-12 Science adoption. As shared in the presentation, the postponement in the 2026-2027 school year, will bring Hillsboro School District out of compliance and will be reported in the Division 22 Assurances in September 2027.

RECOMMENDATION

The Superintendent recommends that the Board of Directors approve the 2025-26 Division 22 assurances and acknowledges the postponement of the K-12 science adoption.

> *I move that the Board of Directors approve the 2025-26 Division 22 assurances and acknowledges the postponement of the K-12 science adoption.*

HILLSBORO SCHOOL DISTRICT 1J
October 27, 2026
REAL PROPERTY - PURCHASE AND SALE AGREEMENT APPROVAL

SITUATION

The Board previously approved entering negotiations for the sale of approximately 30+/- acre parcel located at 305 SW 345th Avenue, Cornelius, Oregon 97113. The District will retain approximately 10 acres of the original parcel. Hillsboro School District CFO, Scott Harrison, and Kyle Hayden of Hayden Group negotiated a Purchase and Sale Agreement for a price of $14.5 million for the parcel being sold.

The next step is for the Board to consider the approval of the Purchase and Sale Agreement for the transaction to move forward.

RECOMMENDATION

The Superintendent recommends that the Board Members approve the Purchase and Sale Agreement as negotiated.

> *I move that the Board of Directors approve the purchase and sale agreement as negotiated.*

HILLSBORO SCHOOL DISTRICT 1J
SURPLUS ACREAGE SALE RESOLUTION

WHEREAS the Hillsboro School District 1J (the "District") purchased real property located at 305 SW 345th Avenue, Cornelius, Oregon 97123 consisting of approximately 41.09 acres (the "Property") on or about January 4, 2002.

WHEREAS on April 22, 2025, the Board of Directors of the District declared approximately 30 acres +/- of the Property surplus (the "Surplus Acreage") and not required for school purposes and subsequently reaffirmed and declared the Surplus Acreage on October 28, 2025.

WHEREAS the District entered into a Purchase and Sale Agreement to sell the Surplus Acreage to Lennar Northwest, LLC, on October 5, 2026 (the "PSA").

WHEREAS the PSA requires, as a condition of the sale, that the District approve the PSA and transaction contemplated therein within ninety (90) days of the Effective Date of the PSA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby reaffirm and declare the approximately 30 acres +/- surplus and not required for school purposes.

BE IT FURTHER RESOLVED that the Board of Directors of the District hereby approves and ratifies the PSA and authorizes the sale of the Surplus Acreage pursuant to the terms of the PSA.

BE IT FURTHER RESOLVED that the Board of Directors of the District authorizes the Superintendent and/or the District Financial Officer to execute and deliver any and all agreements, deeds, or other documents necessary to consummate the transaction on behalf of the District.

ADOPTED this ___ day of _____ 2026

By: _____ Attested By: _____
Katie Rhyne, Chair, Board of Directors Travis Reiman, Superintendent

HILLSBORO SCHOOL DISTRICT 1J
October 27, 2026
APPROVE PENSION OBLIGATION BONDS RESOLUTION

SITUATION

HSD will have one of its PERS Side Accounts expire in 2027. Recent analyses presented by Piper Sandler and ECONorthwest indicate that, under certain economic and market conditions, issuing Pension Obligation Bonds (POB) and establishing a new PERS Side Account may continue to provide long-term PERS savings if the right interest rate environment is attained. There is currently an effort involving multiple districts to consider a pooled approach to establishing new side accounts with Pension Obligations Bonds. Piper Sandler is supporting the financial facilitation along with other entities.

However, future savings are not guaranteed and will depend on investment performance, interest rates, and other economic factors. Pension Obligation Bonds and Side Accounts involve financial risk, and actual outcomes may differ significantly from projections.

The Board will have the opportunity to assess the opportunities and risks in the context of a presentation on the topic. The Board will then consider a resolution in the Regular Session authorizing the Superintendent and CFO to issue POBs if certain conditions are met with interest rate limits. The resolution must be enacted by Nov 13, 2026, for the current pooled option to proceed.

RECOMMENDATION

The Superintendent recommends that the Board of Directors approve the resolution authorizing participation in the Oregon Education Districts Pension Bond Program; authorizing a full faith and credit pension bond and related full faith and credit pension obligations, to be issued in one or more series.

> *I move that the Board of Directors approve the resolution authorizing participation in the Oregon Education Districts Pension Bond Program; authorizing a full faith and credit pension bond and related full faith and credit pension obligations, to be issued in one or more series.*

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF HILLSBORO SCHOOL DISTRICT NO. 1J, WASHINGTON, YAMHILL, AND MULTNOMAH COUNTIES, OREGON, AUTHORIZING PARTICIPATION IN THE OREGON EDUCATION DISTRICTS PENSION BOND PROGRAM; AUTHORIZING A FULL FAITH AND CREDIT PENSION BOND AND RELATED FULL FAITH AND CREDIT PENSION OBLIGATIONS, TO BE ISSUED IN ONE OR MORE SERIES.

WHEREAS, the Board of Directors of Hillsboro School District No. 1J, Washington, Yamhill, and Multnomah Counties, Oregon, is authorized by Oregon Revised Statutes ("ORS") 238.692 to 238.698, including any amendments thereto (the "Act"), to issue revenue bonds under ORS Chapter 287A to finance its pension liability;

WHEREAS, the Act and ORS 287A.315 permit the District to pledge its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution to pay those bonds;

WHEREAS, school districts and education service districts have a pooled unfunded pension liability to the Oregon Public Employees Retirement System ("OPERS") and, based on the District's portion of the total school district and education service district payroll, the District's allocated portion of the unfunded pension liability (the "Pension Liability") is estimated to be $247,610,926 as of December 31, 2024;

WHEREAS, ORS 238.697 requires that the District (1) obtain a statistically based assessment from an independent economic or financial consulting firm regarding the likelihood that investment returns on bond proceeds will exceed the interest cost of the bonds under various market conditions and (2) make a report (the "Report") available to the general public that (a) describes the result of the assessment and (b) discloses whether the District has retained the services of an independent SEC-registered advisor;

WHEREAS the Report is attached hereto as Exhibit A and the District has obtained an assessment (the "Assessment"), dated June 11, 2026, from ECONorthwest, an independent economic consulting firm, which is attached to the Report;

WHEREAS, current interest rates in the bond market may be low enough to create the opportunity for the District to finance all or a portion of its unfunded pension liability and potentially reduce its costs;

WHEREAS, the Oregon Education Districts Full Faith and Credit Pension Bond Program (the "Program") is a structure whereby Oregon public school districts and education service districts electing to participate in the Program (the "Participating Districts") may simultaneously issue their full faith and credit pension bonds and, collectively, provide for the issuance, sale and delivery of Full Faith and Credit Pension Obligations, Series 2027A (the "Program Obligations") representing proportionate interests of the registered owners of the Program Obligations in the aggregate amount of full faith and credit pension bonds of the Participating Districts; and

WHEREAS, the Program provides that each Participating District will be responsible solely for its obligations under its pension bond and/or bonds, and not for the obligations of any other Participating District under any other pension bond and/or bonds, except to the extent assumed as a surviving district; now therefore,

THE BOARD OF DIRECTORS OF HILLSBORO SCHOOL DISTRICT NO. 1J, WASHINGTON, YAMHILL, AND MULTNOMAH COUNTIES, OREGON RESOLVES:

Section 1. Definitions.

Unless the context clearly requires otherwise, the following terms shall have the following meanings:

"Additional Charges" means the fees and other charges of the Program Trustee, as defined in the Program Trust Agreement and any indemnity payments due under Section 6(3) hereof.

"Bond" means the District's Full Faith and Credit Pension Bond, Series 2027A that is authorized by Section 2 of this Resolution.

"Bond Payment Date" means a date on which a Bond Payment is due.

"Bond Payments" means the principal and interest payments, including accreted interest under any deferred interest bond, due under the Bond, and any prepayment premium which is due if Bond principal is prepaid.

"Business Day" means any day other than a Saturday, Sunday or a day on which the Trustee is authorized by law to remain closed.

"District" means Hillsboro School District No. 1J, Washington, Yamhill, and Multnomah Counties, Oregon, or its successors.

"Event of Default" refers to an Event of Default listed in Section 9(1) of this Resolution.

"Government Obligations" means direct noncallable obligations of the United States of America or noncallable obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Intercept Agreement" means the Intercept Agreement dated as of October 31, 2002, as amended and supplemented.

"Intercept Payment" means the amount paid by the State to the Program Trustee on behalf of the District under the Intercept Agreement.

"Participants" or "Participating Districts" means school districts and education service districts that participate in the Program.

"Program Obligations" means the Full Faith and Credit Pension Obligations issued by the Program Trustee under the Program Trust Agreement which represent proportionate and undivided interest into right to receive Bond Payments and similar pension bond payments made by the other Participants in the Program.

"Program Trust Agreement" means a trust agreement between the Program Trustee and the Participants, in which the Program Trustee agrees to hold the Bond and distribute the Bond Payments to the owners of Program Obligations.

"Program Trustee" means U.S. Bank Trust Company, National Association, as trustee under the Program Trust Agreement, or its successors.

"Qualified Consultant" means an independent certified public accountant, an independent municipal advisor, and having experience and expertise in the analysis of defeasance escrows, who is selected by the District.

"Resolution" means this Resolution, including any amendments made in accordance with Section 7 of this Resolution.

"School District Official" means the Superintendent or Chief Financial Officer of the School District or the Superintendent's designee.

"Security Payments" means the payments, if any, the District is required to make under the Program Trust Agreement that are equal to the amount invoiced by the Program Trustee in order to meet the District's Bond payments, less payments received by the Program Trustee pursuant to the Intercept Agreement, plus any prepayments received by the Program Trustee pursuant to the Program Trust Agreement.

"Special Counsel" means Hawkins Delafield & Wood LLP, Portland, Oregon

"State" means the State of Oregon, or any agency thereof.

"State Education Revenues" means any state funding for school districts and education service districts legally available to pay debt service on the pension bonds. Currently, such funds are appropriated each biennium and designated as the "State School Fund".

"Underwriter" means Piper Sandler & Co., Portland, Oregon and any co-managers to be determined at their discretion.

Section 2. Bond Authorized.

(1) The District hereby authorizes the issuance, sale and delivery of its Bond, in accordance with this Resolution and in an amount which does not exceed the amount necessary to produce net proceeds equal to the District's Pension Liability as reported by the OPERS's actuary as of the expected date of the lump sum payment, plus the costs of issuing and selling the Bond and the District's allocated share of the costs of issuing and selling the Program Obligations.

(2) Bond proceeds shall be used to pay all or a portion of the District's Pension Liability to OPERS and to pay costs of issuing and selling the Bond and the District's allocated share of the costs of issuing and selling the Program Obligations. The District may direct that a portion of the Bond proceeds be directly paid to OPERS after closing and a portion be retained by the Program Trustee for payment to OPERS over time as directed by the School District Official. The issuance of the Bond and participation in the Program shall not obligate the District to pay any portion of another school district's liability.

(3) The Bond shall be a "federally taxable bond" which bears interest that is not excludable from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended. Interest will, however, be exempt from Oregon personal income taxation.

(4) OPERS currently charges the District a rate of 6.90 percent per annum on its unfunded liability because that is the assumed rate of return that OPERS expects, over the long term, to earn on its investments. Issuing Bonds at a lower rate of interest and depositing proceeds at OPERS in a Side Account ("Side Account") may reduce costs for the District if the rate of return on the Bond proceeds deposited in the Side Account exceeds the borrowing costs. To maximize the potential for the rate of return on the OPERS fund to exceed the rate of interest on the Bond, the Bond shall not be sold at a true interest cost of more than 5.25% per annum.

(5) The School District Official shall compare the cash flows required to pay the Bond to the payroll rate credit currently estimated from the Side Account and determine a Bond structure which the School District Official estimates will be advantageous to the District.

(6) The School District Official is authorized to execute a letter to be sent to OPERS requesting the necessary payoff figures and to pay any fees required in connection therewith or, if such letter has been executed prior hereto, the Board hereby ratifies such action.

Section 3. Delegation.

The School District Official may, on behalf of the District, and without further action by the Board:

(1) Participate in the preparation of, authorize the distribution of, and deem final any official statement or other disclosure documents relating to the Bond or the Program Obligations.

(2) Establish the final principal amount, Bond Payment schedule, interest rates, sale price and discount, prepayment terms, payment terms and dates, and other terms of the Bond.

(3) Negotiate the terms of, and enter into a bond purchase agreement which provides for the acquisition of the Bond by the Program Trustee and, if required, execute a letter of intent prior to the sale.

(4) Execute and deliver the Program Trust Agreement, which authorizes the Program Trustee to issue the Program Obligations, and any other agreements or documents which may be required for participation in the pension bond program.

(5) Execute and deliver the Bond to the Program Trustee, provided the Bond shall also be executed with the facsimile signature of the Chair of the Board of Directors of the District.

(6) Undertake to provide continuing disclosure for the Bond and the Program Obligations in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission.

(7) Apply for ratings on the Bond or the Program Obligations and purchase municipal bond insurance or obtain other forms of credit enhancements for the Bond or the Program Obligations, enter into agreements with the providers of credit enhancement, and execute and deliver related documents.

(8) Execute and deliver the Intercept Agreement and any related documents, including a certificate demonstrating that the State Education Revenues distributed to the District in each of the three most recently completed fiscal years are not less than two (2.0) times the average annual debt service on the Bond and any other outstanding pension bonds issued under the Intercept Agreement.

(9) Execute and deliver any agreements or certificates and take any other action in connection with the Bond, the Program Obligations, the Intercept Agreement and OPERS administrative rules which the School District Official finds is desirable to permit the sale and issuance of the Bond and the Program Obligations in accordance with this Resolution.

Section 4. Security for Bond.

(1) The District shall pay the amounts due under the Bond from any and all of its legally available taxes, revenues and other funds as authorized by the Act. The District hereby pledges its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution to pay the amounts due under the Bond pursuant to ORS 287A.315.

(2) To provide additional security for the Bond, the District agrees to enter into the Intercept Agreement.

(3) In the event funds under the Intercept Agreement are insufficient or unavailable or the Intercept Agreement is not in full force and effect for any reason, the District shall make Security Payments to the Program Trustee in accordance with the terms of the Program Trust Agreement.

(4) This Resolution shall constitute a contract with the Program Trustee, and the owners of the Program Obligations shall be third-party beneficiaries of that contract.

Section 5. Prepayment.

The principal component of Bond Payments shall be subject to prepayment on the dates and at the prices established by the School District Official pursuant to Section 3(2) and in accordance with the Program Trust Agreement.

Section 6. Covenants.

The District hereby covenants and agrees with the Program Trustee for the benefit of the owners of the Program Obligations as follows:

(1) The District shall promptly cause Security Payments and the principal, premium, if any, and interest on the Bond to be paid as they become due in accordance with the provisions of this Resolution and the Bond.

(2) The District covenants for the benefit of the Program Trustee to pay the Additional Charges reasonably allocated to it by the Program Trustee, in accordance with the invoices for such Additional Charges which are provided by the Program Trustee.

(3) To the extent permitted by law, the District covenants and agrees to indemnify and save the Program Trustee harmless against any loss, expense or liability which is reasonably allocable to the District and which the Program Trustee may incur arising out of or in the exercise or performance of its duties and powers under the Program Trust Agreement relating to the Bond, including the costs and expenses of defending against any claim or liability, or enforcing any of the rights or remedies granted to it under the terms of the Program Trust Agreement in connection with the Bond, excluding any losses or expenses which are due to the Trustee's breach of fiduciary duties, negligence or willful misconduct. The obligations of the District under this Section 6(3) shall survive the resignation or removal of the Program Trustee under the Program Trust Agreement and the payment of the Program Obligations and discharge under the Program Trust Agreement. The damages claimed against the District shall not exceed the damages which may be allowed under the Oregon Tort Claims Act, Oregon Revised Statutes Section 30.260, et seq., unless the provisions and limitations of such act are preempted by federal law, including, but not limited to the federal securities laws.

(4) The District covenants not to merge, consolidate or dissolve unless the District's Bond has been defeased or the obligation for payment of the Bond has been assumed by the successor entity.

Section 7. Amendment of Resolution.

The District may amend this Resolution only with the consent of the Program Trustee.

Section 8. State Intercept Agreement.

The School District Official is hereby authorized to negotiate and enter into the Intercept Agreement with the State whereby appropriations from the State that would otherwise be paid to the District are diverted to the Program Trustee for the purpose of payment of debt service on the Bond. Any such agreement with the State does not relieve the District of its liability to make payments on the Bond.

Section 9. Default and Remedies.

(1) The occurrence of one or more of the following shall constitute an Event of Default under this Resolution:

(A) Failure by the District to pay Bond principal, interest or premium when due (whether at maturity, or upon prepayment after principal components of Bond Payments have been properly called for prepayment);

(B) Except as provided in Section 9(1)(A) above, failure by the District to observe and perform any other covenant, condition or agreement which this Resolution requires the District to observe or perform for the benefit of Program Trustee, which failure continues for a period of 60 days after written notice to the District by the Program Trustee specifying such failure and requesting that it be remedied; provided however, that if the failure stated in the notice cannot be corrected within such 60 day period, it shall not constitute an Event of Default so long as corrective action is instituted by the District within the 60 day period and diligently pursued, and the default is corrected as promptly as practicable after the written notice referred to in this Section 9(1)(B); or,

(C) The District is adjudged insolvent by a court of competent jurisdiction, admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, or consents to the appointment of a receiver for the installment payments.

(2) The District's failure to make Bond Payments or Security Payments constitutes an Event of Default as set forth above independently of whether or not the State complies with the provisions of the Intercept Agreement.

(3) The Program Trustee may waive any Event of Default and its consequences, except an Event of Default described in Section 9(1)(A).

(4) If an Event of Default occurs and is continuing the Program Trustee may exercise any remedy available at law or in equity; however, the Bond Payments shall not be subject to acceleration, and the District shall be responsible solely for its Bond Payments and any Additional Charges reasonably allocated to it.

(5) No remedy in this Resolution conferred upon or reserved to the Program Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Resolution or now or hereafter existing at law or in equity, including allowing the State to withhold future payments. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the Program Trustee to exercise any remedy reserved to it, it shall not be necessary to give any notice other than such notice as may be required by this Resolution or by law.

Section 10. Defeasance.

(1) The District may defease all or any portion of the Bond Payments in accordance with this Section 10. The District shall be obligated to pay any Bond Payments that are defeased in accordance with this Section 10 solely from the money and Government Obligations which are deposited in escrow pursuant to this Section 10, unless the amounts available in escrow are

insufficient to make the Bond Payments. Bond Payments shall be deemed defeased if the District:

(A) irrevocably deposits money or noncallable Government Obligations in escrow:

(i) with an independent trustee or escrow agent which mature and pay interest in amounts which are calculated to be sufficient, without reinvestment, to make all the Security Payments associated with the Bond Payments which are to be defeased on their maturity dates, and to make any prepayments of Bond Payments described in Section 5 on the dates those prepayments are required to be made if any principal components of defeased Bond Payments are to be prepaid; or

(ii) with the Program Trustee, which mature and pay interest in amounts which are calculated to be sufficient, without reinvestment, to make when due all the Bond Payments which are to be defeased on their maturity or prepayment dates; and,

(B) provides irrevocable notice of any prepayments which are to occur in connection with the defeasance to the Program Trustee at least 50 days prior to the prepayment; and,

(C) files with the escrow agent or trustee an opinion from a Qualified Consultant to the effect that the money and the principal and interest to be received from the Government Obligations are calculated to be sufficient, without further reinvestment, to pay the Security Payments and prepayments of Bond Payments described in Section 10(1)(A).

(2) The District shall notify the Program Trustee promptly of any defeasance of Bond Payments.

Section 11. Rules of Construction.

In determining the meaning of provisions of this Resolution, the following rules shall apply unless the context clearly requires application of a different meaning:

(1) References to section numbers shall be construed as references to sections of this Resolution.

(2) References to one gender shall include all genders.

(3) References to the singular shall include the plural, and references to the plural shall include the singular.

Section 12. Effective Date.

This resolution shall take effect on the date of its passage by the District.

ADOPTED by the Board of Directors of Hillsboro School District No. 1J, located in Washington, Yamhill, and Multnomah Counties, Oregon this _____ day of _____, 2026.

HILLSBORO SCHOOL DISTRICT NO. 1J
WASHINGTON, YAMHILL, AND
MULTNOMAH COUNTIES, OREGON

By: _____
Chair

ATTEST:

By: _____
Superintendent

Exhibit A

Report on Pension Bonds

Prior to the issuance of pension obligation bonds, the Hillsboro School District No. 1J (the "District") has obtained a statistically based assessment from ECONorthwest entitled "Issuance of Pension Obligation Bonds – A Risk/Reward Analysis" dated as of June 11, 2026 (the "Assessment") pursuant to ORS 238.697(1)(a).

The District has prepared this report pursuant to ORS 238.697(1)(b) (the "Report").

In connection with the issuance of pension obligation bonds, the District has not retained the services of an independent municipal advisor registered with the Securities and Exchange Commission.

The Assessment is attached to this Report as Exhibit 1. Results of the Assessment are as follows:

DATE:	June 11, 2026
FROM:	ECOnorthwest
SUBJECT:	Pension Obligation Bond Analysis Executive Summary

Introduction

ECOnorthwest recently conducted an analysis to evaluate the risks and rewards of issuance of Pension Obligation Bonds (POBs) by public employers that are part of the Oregon Public Employee Retirement System (OPERS).[1] For this analysis, we assumed that officials of governmental entities receiving our report are in a position to finance such bonds. Proceeds from the POBs would be added to, or used to create, side account balances to be managed in the same way as other PERS assets, by the Investment Division of the Oregon Treasury under the guidance of the Oregon Investment Council (OIC). This executive summary outlines the motivation for issuing POBs, our analytic methodology, and findings from our analysis. Additional details about the analysis are presented in our main report.

Background

Like many other states, Oregon's PERS has seen a growing gap between the cost of PERS benefits promised to participating public employees and the funding available for those benefits, resulting in an unfunded actuarial liability (UAL). Resolving the UAL will require increasing contributions from participating public employers over a long period of time. Pension obligation bonds, if issued in an economical manner and invested in a higher yielding portfolio, can potentially improve the ability of employers to pay their share of PERS obligations to the OPERS fund. Whether or not issuance of POBs makes sense in this setting will depend upon the likely evolution of side account returns relative to true interest cost (TIC) of the POBs.

Employers may benefit if the TIC of a bond issue is low relative to the potential return opportunities of a PERS side account over the same future period as the bond issues. However, this outcome is by no means assured. The true interest cost of carrying the POB debt would be known, but the employer also must consider the risks associated with the fact that the future rate of returns to side account deposits are not known with certainty. This

[1] The analysis provided in this document was developed by ECONorthwest for informational purposes only. All possible professional care was taken to prepare a realistic emulation of the likely POB side account behavior, and the OPERS procedures for accommodating POBs. State of the art modeling and statistical software was employed in this exercise. It should be recognized, however, that there are practical limits to the precision with which market and agency behavior can be modeled. The generic nature of the modeling performed may or may not be relevant to the circumstances of any one public employer. Additionally, nothing herein should be construed as offering investment advice or fairness opinions for the purpose of issuing securities. For this, interested parties should seek out professional counsel.

uncertainty may have consequences for future expenses of the PERS system and revenues needed to pay the POB debt.

Portfolio allocation and other decisions made by the OIC influence the performance of the OPERS assets, as can the timing of the issuance of POBs. The primary determinants of the risk to POB issuers are (1) uncertainty in the performance of the asset classes that comprise the side account, (2) asset allocation choices made by the trustees of that account, and (3) the interactions of these factors with the POB strategy of the public employer(s).

To quantify these risks, our analysis models side account performance over time under various market conditions and bond issuance scenarios. The results quantify the potential risks and rewards of POBs under the assumed conditions.

Methodology

The model simulates side account performance using portfolio allocation targets obtained from OIC documents, and on forecasts of anticipated asset returns, based on reports from Oregon Treasury Investment Division staff, their consultants, and OPERS actuaries. We combine this information with assumptions about side account management. Specifically, we assume:

1. Side account balances are amortized at a constant share of payroll over the remaining life of the side account (assumed to expire on 12/31/2046, during fiscal year 2047).
2. Funds equal to the relevant percent of payroll are removed from the account as employer rate relief.
3. Earnings on side account deposits are credited annually.

To characterize the distribution of potential benefits to employers of POB issuance, we conduct 10,000 simulations of side account performance over the life of the account for each of four assumed POB TICs, three of which amortize over 20 years (4.25 percent, 4.75 percent, and 5.25 percent) and one which amortizes over 15 years (4.50%). Each simulation represents a different, potential future path of account returns over time. For each simulation, we compare the benefits provided to employers in the form of rate relief to the cost of bond repayment. In doing so, we quantify two important measures of risk and reward:

- **The net present value (NPV) of POB issuance.** This measure identifies the current value to employers of future benefits of POB issuance (the extent to which rate relief obtained exceeds bond repayments).

- **The probability that NPV is greater than zero.** This measure of risk identifies the likelihood, given the assumptions in the model, that the current value of POB issuance would prove beneficial to the employer (if NPV falls below zero, POB issuance is more costly to the employer than not issuing bonds).

Summary of findings

The findings presented below refer to an initial side account deposit of $1 million. The results can be scaled to approximate the potential risks and rewards of larger or smaller deposits. For example, a $2 million deposit would generate a benefit or loss of two times the dollar amounts shown in the charts and tables below. The probability that the NPV is greater than zero depends on the TIC, not on the size of the initial deposit.

Our analysis assumes a maturity date for the bonds in fiscal year 2047. **The projected annualized geometric mean return over the term of the bonds is 7.3 percent**,[2] with a 5th percentile annualized return of 4.3 percent and a 95th percentile annualized return of 10.6 percent.

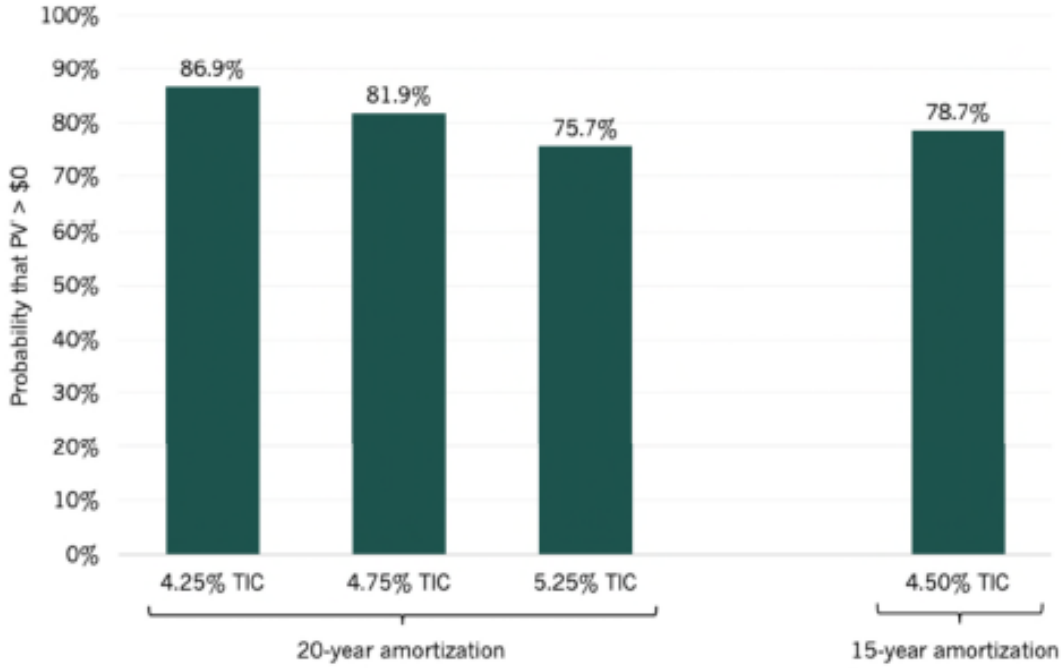
Figure 1 shows the probability that the net present value of POB issuance is greater than zero. As the chart demonstrates, this probability declines as the TIC increases for a given amortization period (e.g., 20 years). Figure 2 illustrates the range (5th percentile, median, and 95th percentile) of net present values obtained from the simulations for each TIC. This distribution shifts downward as TIC increases, for a given amortization period.

The 5th percentile net present value falls below zero at every TIC, rising as a share of the initial deposit as the TIC increases for a given amortization period. For example, with a TIC of 4.25 percent, the 5th percentile net present value is 9.7 percent of the initial deposit, rising to 17.4 percent at a TIC of 5.25. These values, in combination with the probabilities described above, quantify some of the financial risks of POB issuance.

Figure 3 provides additional detail about the distribution of outcomes. As illustrated in earlier figures, outcomes at every point in the distribution are more positive at lower TICs for a given amortization period. Net present values are also somewhat more volatile at lower TICs, as evidenced by the higher standard deviation of the calculated net present value.

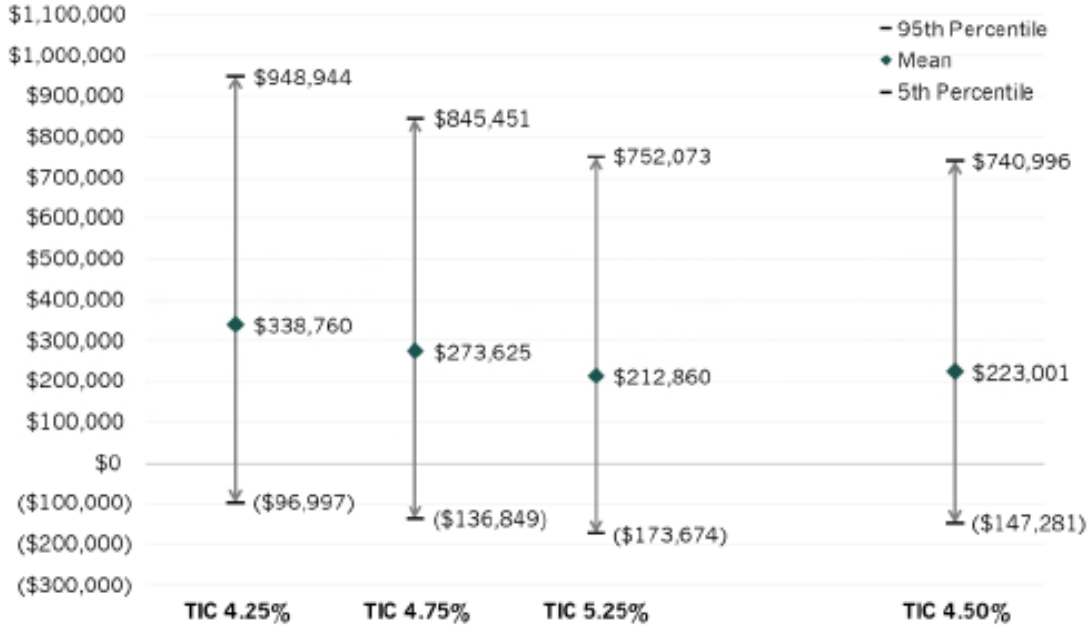
[2] The geometric mean return is a required statistic that borrowers will need to supply annually to the State Treasurer under ORS 238.697.

Figure 1: Probability that the net present value of POB issuance is greater than zero, various TICs



Source: ECOnorthwest.

Figure 2: 5th percentile, mean, and 95th percentile net present value, various TICs



Source: ECOnorthwest.

Figure 3: Distribution of net present value and probability of a positive net present value, various TICs

No. of Tranches	1	1	1	1
Rate (TIC)	4.25%	4.75%	5.25%	4.50%
Amortization	20-year	20-year	20-year	15-year
Mean	$338,760	$273,625	$212,860	$223,001
Standard Deviation	$331,749	$311,615	$292,967	$277,432
Maximum	$2,852,079	$2,624,188	$2,412,621	$2,313,506
Minimum	-$360,859	-$385,237	-$408,140	-$350,110
95th percentile	$948,944	$845,451	$752,073	$740,996
90th percentile	$772,437	$681,309	$597,553	$588,324
75th percentile	$513,522	$439,198	$369,087	$374,365
50th percentile	$286,353	$224,666	$166,977	$180,804
25th percentile	$102,273	$51,484	$5,132	$26,369
10th percentile	-$29,659	-$73,001	-$113,778	-$88,167
5th percentile (VaR)	-$96,997	-$136,849	-$173,674	-$147,281
Zero Bound percentile	86.9%	81.9%	75.7%	78.7%

Source: ECONorthwest.

For the modeled scenarios, the expected value to employers of a POB strategy is positive in net present value terms, with the expect value being a non-trivial proportion of POB funding under the scenarios modeled in this summary. However, there is also a non-trivial probability that the net present value of POBs is zero or less. This probability increases as the TIC increases.

In determining whether to pursue a POB issue, employers should also assess the potential effect of several additional considerations on the anticipated benefits:

- Actual issuance TIC may differ from those in the scenarios
- The TIC does not capture some issuance costs
- The employer's payroll growth rate may differ significantly from that assumed by the PERS actuary[3]

[3] As of June 2026, the assumed payroll growth rate was 3.4 percent. This assumption was retrieved from the Oregon PERS Board Meeting held on May 20, 2025, which can be accessed here: *https://www.oregon.gov/pers/Documents/Board-Meetings/2025/05-30-2025-PERS-Board-Meeting-Packet.pdf.*

Exhibit 1 to the Report

Assessment

Issuance of Pension Obligation Bonds

A Risk/Reward Analysis

June 2026

Andrew Dyke, PhD

ECOnorthwest
IMPACT THROUGH INSIGHT

1

Introduction

2

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2

Presentation Outline

- Introduction and purpose of this analysis
- Modeling Approach
  - Monte Carlo Methodology
  - Asset Return and Allocation Assumptions
  - Alternative Scenarios Modeled
- Model Findings
  - Side account performance and the potential benefits of POBs to employers
- Implications
- Acknowledgements, Caveats, and Disclaimers

3 This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

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Basics of POBs

- POBs are bonds issued by state or local governments to fund public employee pension obligations
  - First issued by City of Oakland in 1986 to arbitrage between tax-exempt borrowing rates and higher market investment yields of pension assets.
  - The public employer benefits if the returns on investments of bond funds are greater than the costs of borrowing.
- The Tax Reform Act of 1986 eliminated tax exemption for POBs
  - Higher yields of diversified portfolios relative to borrowing costs revived POB arbitrage opportunities in 1990s.
- Still seen as a potential way to lower cost of pension funding
  - Use is heaviest by high-UAL plans, including Oregon.

4 This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

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Purpose of this analysis

- POBs are bonds issued by state or local governments to fund public employee pension obligations to arbitrage between borrowing rates and the presumed higher market investment yields of pension assets
- This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. **Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.**
- The potential advantages of POBs to public employers depend upon the relative performance of the investment vehicle ("side account") and POB issuance costs
  - Issuance of POBs may reduce employer costs of pension funding
  - However, high side account yields are not achieved without risk
- Key measures of POB performance
  - The mean expected net present value (NPV) of side account returns relative to POB total interest costs
  - The risk profile of the NPV given uncertainty about side account returns

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Approach

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Approach

- Quantifying advantages to issuers is complex
  - The future path of asset yields is not known precisely
  - Side account management and actuarial treatment of POB contributions must be emulated
- ECOnorthwest uses Monte Carlo techniques to simulate uncertainty in side account performance
  - Individual asset class returns are stochastic
  - Rebalancing behaviors are linked to asset returns paths
- ECOnorthwest POB model also emulates POB and Plan features
  - Alternative True Interest Cost (TIC) of the POB issue
  - Actuarial treatment of POB contributions

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The Model

- Scenarios:
  - Three issuance cost (TIC) assumptions with a 20-year amortization: 4.25%, 4.75%, and 5.25%
  - One issuance cost assumption with a 15-year amortization: 4.50%
- Our analysis uses the portfolio target and assumed asset returns characteristics current as of April 2026.
- Initial portfolio allocation based on OPERF assets as of 04/30/2026.
- All analyses assume a $1M total POB contribution to facilitate scaling.
- Net present value calculations include calculated earnings through December 2046 (assumed end of the side account) and bond costs through June 2047.

8 This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

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Asset Return and Allocation Assumptions

Asset Class	Future Returns and Volatility		Portfolio Allocation		
	Mean	Std. Dev.	Range	Target	Current *
Public Equity	6.9%	17.1%	22.5 - 32.5%	27.5%	24.4%
Real Assets	8.0%	14.0%	2.5 - 10.0%	7.5%	10.3%
Diversifying Strategies	5.7%	6.0%	2.5 - 10.0%	7.5%	5.4%
Fixed Income	4.4%	4.7%	20.0 - 30.0%	25.0%	18.7%
Private Equity	9.6%	22.0%	15.0 - 27.5%	20.0%	24.1%
Real Estate	6.7%	14.0%	7.5 - 17.5%	12.5%	13.1%
Credit	6.7%	9.5%	--	--	4.0%

Source: ECOnorthwest from OIC data.

Note: (*) Current allocation as of 04/30/2026.

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Asset Return and Allocation Assumptions

Asset Class Returns Correlation over Time

Asset Class	Public Equity	Fixed Income	Private Equity	Real Estate	Real Assets	Diversifying Strategies	Credit
Public Equity	**1.00**	0.27	0.91	0.53	0.69	0.12	0.77
Fixed Income	0.27	**1.00**	0.00	0.26	0.26	0.17	0.17
Private Equity	0.91	0.00	**1.00**	0.47	0.54	0.09	0.71
Real Estate	0.53	0.26	0.47	**1.00**	0.64	0.03	0.52
Real Assets	0.69	0.26	0.54	0.64	**1.00**	0.04	0.61
Diversifying Strategies	0.12	0.17	0.09	0.03	0.04	**1.00**	0.13
Credit	0.77	0.17	0.71	0.52	0.61	0.13	**1.00**

10 This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

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Asset Return and Allocation Assumptions

Asset Class	Expected Annual Return (Current Market Assumptions as of...)			Difference (percentage points)	
	October 2021	May 2025	April 2026	2026 vs. 2021	2026 vs. 2025
Public Equity	6.5%	6.8%	6.9%	0.4	0.1
Real Assets	7.5%	7.9%	8.0%	0.5	0.1
Diversifying Strategies	4.4%	5.6%	5.7%	1.3	0.1
Fixed Income	1.7%	5.1%	4.4%	2.7	-0.7
Private Equity	8.5%	9.5%	9.6%	1.1	0.1
Real Estate	6.2%	6.5%	6.7%	0.5	0.2
Risk Parity	5.2%	NA	NA	NA	NA
Opportunity Portfolio	--	NA	NA	NA	NA
Credit	NA	NA	6.7%	NA	NA

11 This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

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Account Amortization

- Side account balances are influenced by amortization procedures
  - Balances amortized as a constant percent of payroll over remaining life of the side account (the account is assumed to end on 12/31/2046)
  - Each year, the percent of payroll that is determined by the amortization is taken out of the modeled side account balance for employer rate relief
  - Assumed earnings rate of 6.9% and 3.4% payroll growth rate are used in amortization
- Current plan procedures are incorporated:
  - Credited earnings and deducted transfers to the Employer Reserve for rate relief are accommodated
- Earnings are credited annually at the simulated portfolio rate of return
  - Applied to the beginning balance for the year minus one half of the amount taken out for rate relief

12 This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

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Model Results

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Mean Annual Side Account Returns

- The forecast extends to fiscal year 2047, the last year the side account exists
  - **Trend in mean annual return:** Stays constant at 6.8% in 2027, varying slightly through the end of the forecast horizon
  - **Trend in 95th percentile return:** Increases from 29.0% in 2027 to 29.6% as of the forecast horizon
  - **Trend in 5th percentile return:** Increases from -10.1% in 2027 to -9.9% as of the forecast horizon
- Trends are similar to recent forecasts by consultants to OIC/OST and OPERS

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This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

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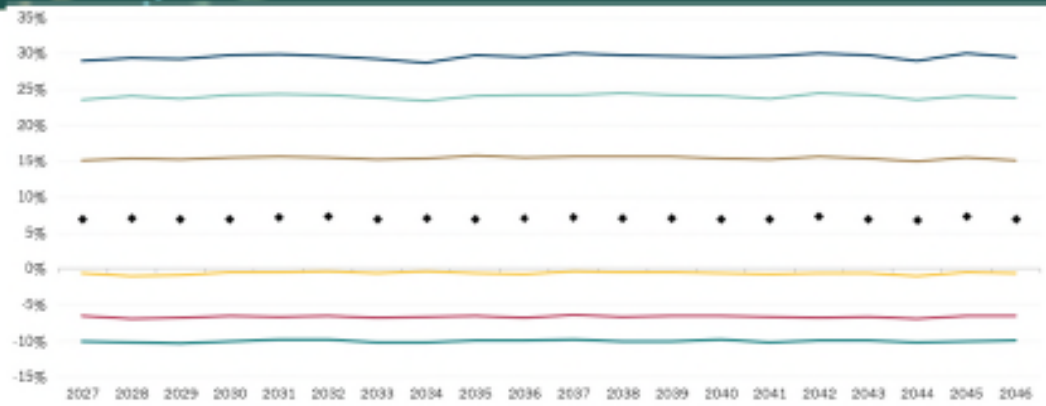
Mean Annual Side Account Returns



Percentile	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
95th	29.0%	29.4%	29.3%	29.8%	29.9%	29.7%	29.2%	28.7%	29.7%	29.6%	30.1%	29.7%	29.6%	29.5%	29.6%	30.0%	29.7%	29.8%	30.1%	29.6%
90th	23.6%	24.1%	23.7%	24.2%	24.3%	24.2%	23.9%	23.5%	24.1%	24.2%	24.2%	24.5%	24.1%	24.0%	23.7%	24.5%	24.3%	23.6%	24.1%	23.8%
75th	15.2%	15.4%	15.3%	15.5%	15.7%	15.6%	15.3%	15.4%	15.7%	15.6%	15.6%	15.7%	15.7%	15.4%	15.3%	15.7%	15.4%	15.0%	15.5%	15.1%
50th	6.8%	7.0%	6.8%	6.9%	7.1%	7.2%	6.8%	7.0%	6.9%	7.0%	7.1%	7.0%	7.0%	6.8%	6.8%	7.2%	6.8%	6.7%	7.1%	6.8%
25th	-0.6%	-1.0%	-0.8%	-0.9%	-0.9%	-0.4%	-0.7%	-0.4%	-0.6%	-0.8%	-0.3%	-0.5%	-0.5%	-0.6%	-0.8%	-0.4%	-0.4%	-1.0%	-0.9%	-0.4%
10th	-6.6%	-6.9%	-6.8%	-6.9%	-6.7%	-6.9%	-6.8%	-6.8%	-6.9%	-6.8%	-6.9%	-6.7%	-6.6%	-6.6%	-6.8%	-6.8%	-6.7%	-7.0%	-6.8%	-6.6%
5th	-18.1%	-10.2%	-18.3%	-10.1%	-9.8%	-9.8%	-18.1%	-10.2%	-10.0%	-9.9%	-9.7%	-10.8%	-10.9%	-9.8%	-10.2%	-9.9%	-10.9%	-10.2%	-10.8%	-9.9%

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Geometric Mean Returns

- Fiscal year 2047 is the assumed final year of bonds
  - The projected annualized geometric mean return over the term of the bonds is 7.3%
  - The 95th percentile return is 10.6%
  - The 5th percentile return is 4.3%
- These forecast returns are also similar to those derived by other consultants to OIC and OPERS

16 This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

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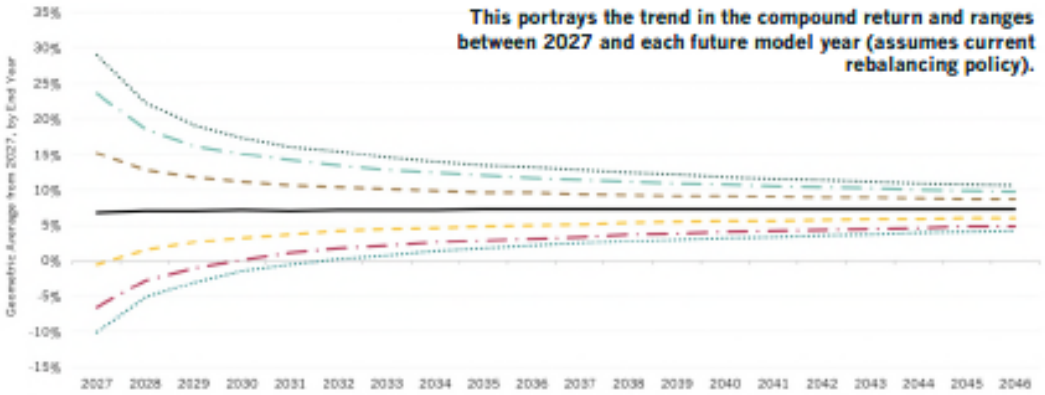
Geometric Mean Returns from 2027, by Year

This portrays the trend in the compound return and ranges between 2027 and each future model year (assumes current rebalancing policy).



Percentile	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
95th	29.8%	22.3%	19.1%	17.3%	16.1%	15.4%	14.5%	13.9%	13.5%	13.1%	12.8%	12.4%	12.1%	11.8%	11.5%	11.3%	11.1%	10.9%	10.7%	10.6%
90th	23.6%	18.6%	16.2%	15.0%	14.2%	13.4%	12.8%	12.4%	12.1%	11.7%	11.4%	11.2%	11.0%	10.8%	10.6%	10.4%	10.2%	10.0%	9.9%	9.8%
75th	15.2%	12.8%	11.7%	11.2%	10.7%	10.4%	10.1%	9.9%	9.7%	9.6%	9.4%	9.3%	9.2%	9.1%	9.0%	8.9%	8.8%	8.7%	8.7%	8.6%
50th	6.8%	7.0%	6.9%	7.1%	7.1%	7.1%	7.2%	7.2%	7.2%	7.2%	7.2%	7.3%	7.2%	7.3%	7.3%	7.3%	7.3%	7.3%	7.3%	7.3%
25th	-0.6%	1.5%	2.5%	3.2%	3.8%	4.2%	4.4%	4.6%	4.8%	5.0%	5.2%	5.3%	5.5%	5.6%	5.6%	5.7%	5.8%	5.9%	5.9%	6.0%
10th	-6.6%	-2.8%	-1.1%	0.1%	1.1%	1.7%	2.2%	2.6%	2.9%	3.2%	3.4%	3.7%	3.9%	4.1%	4.2%	4.4%	4.6%	4.7%	4.8%	4.9%
5th	-10.1%	-5.2%	-3.0%	-1.5%	-0.6%	0.3%	0.7%	1.3%	1.7%	2.1%	2.4%	2.7%	3.0%	3.2%	3.4%	3.6%	3.8%	4.0%	4.2%	4.3%

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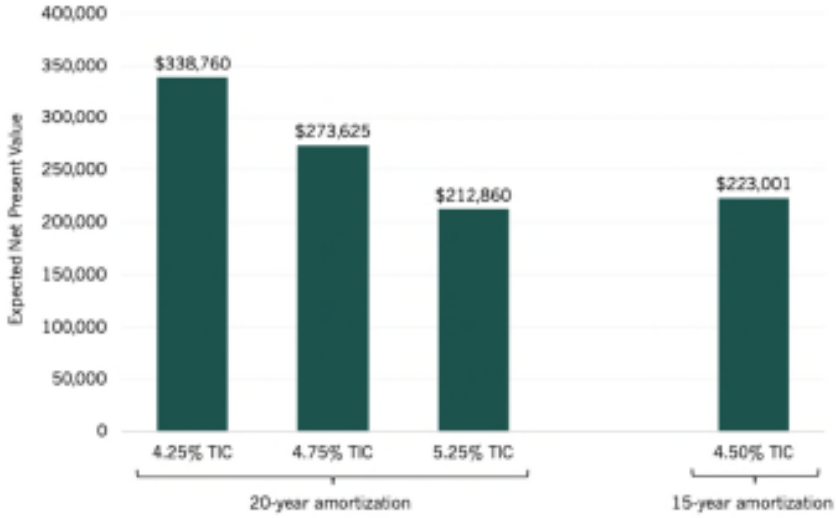
NPV of the POB strategy varies inversely with TIC



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Measuring the risk of POBs

- Value at risk (VaR) provides a useful measure for the risk of POB issuance
- The 5th percentile VaR identifies the NPV that the model indicates would be exceeded with a 95 percent probability
- In other words, there is a 95 percent chance the net present value will be positive or reflect a smaller loss than the VaR and a 5 percent chance the NPV will be a larger loss.

19 This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

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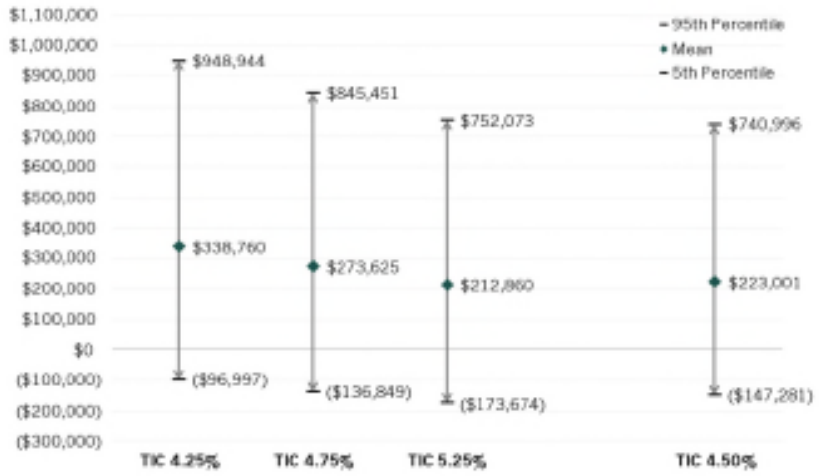
The Effect of TIC on NPV of POBs



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POB Probability of Success: NPV > $0

- The "probability of success" is another perspective on risk
  - The VaR measures the 5th percentile dollar value at risk
  - The "probability of success" or zero-bound identifies the overall probability that the NPV benefit is greater than zero (i.e., a success)
- Model results
  - The probability of a positive NPV is lower for higher TICs
  - Probabilities of being above zero range from a high of 86.9 percent (TIC 4.25%) to 75.7 percent (TIC 5.25%).

21 This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

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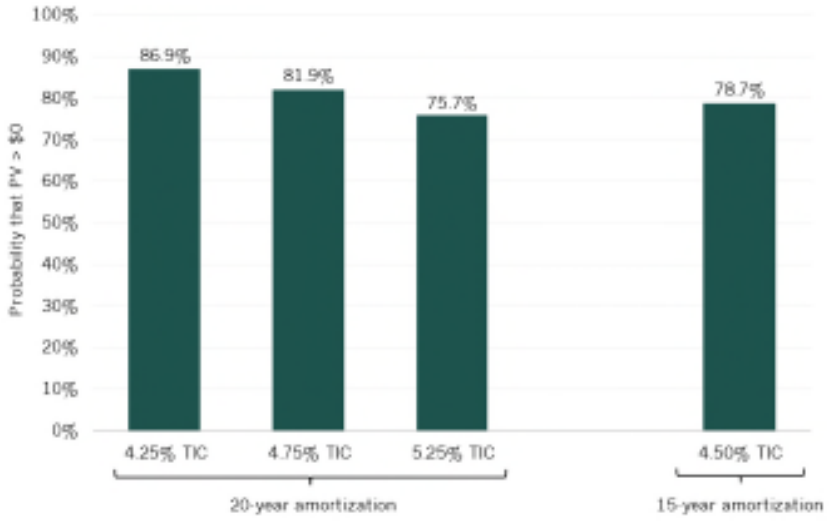
Probability that NPV is More than $0



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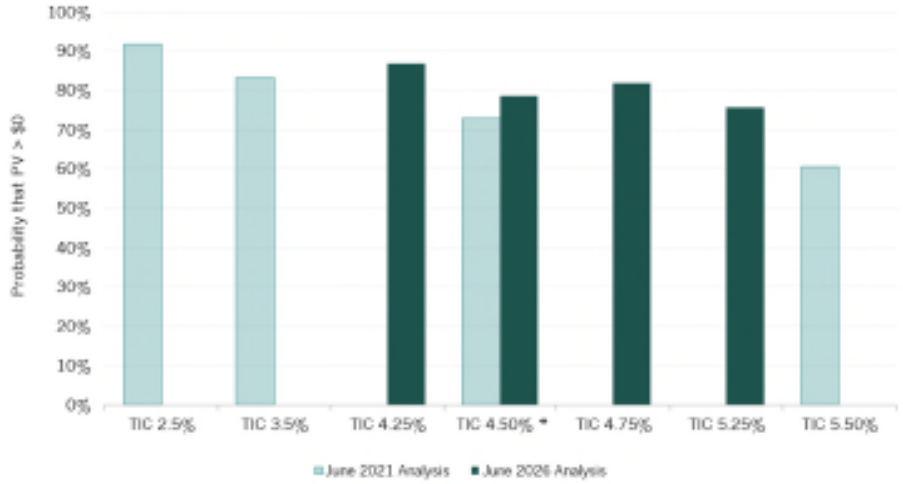
Probability that NPV is More than $0



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Summary Statistics, by Scenario

No. of Tranches	1	1	1	1
Rate (TIC)	**4.25%**	**4.75%**	**5.25%**	**4.50%**
Amortization	20-year	20-year	20-year	15-year
Mean	$338,760	$273,625	$212,860	$223,001
Standard Deviation	$331,749	$311,615	$292,967	$277,432
Maximum	$2,852,079	$2,624,188	$2,412,621	$2,313,506
Minimum	-$360,859	-$385,237	-$408,140	-$350,110
95th percentile	$948,944	$845,451	$752,073	$740,996
90th percentile	$772,437	$681,309	$597,553	$588,324
75th percentile	$513,522	$439,198	$369,087	$374,365
50th percentile	$286,353	$224,666	$166,977	$180,804
25th percentile	$102,273	$51,484	$5,132	$26,369
10th percentile	-$29,659	-$73,001	-$113,778	-$88,167
5th percentile (VaR)	-$96,997	-$136,849	-$173,674	-$147,281
Zero Bound percentile	86.9%	81.9%	75.7%	78.7%

This table summarizes the simulations of the net present value of potential gains from implementing a POB strategy. All dollar amounts are per $1 million of POB funding.

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Conclusions

- The expected value to employers of a POB strategy is positive in net present value terms
  - The expected value is non-trivial proportion of POB funding under the scenarios modeled (from 21 to 34 percent)
- However, there is also a non-trivial probability that the net present value of POBs is zero or less, and the probability increases with TIC
- Important considerations for individual employers
  - The actual issuance TIC
  - Some issuance costs are not included in TIC
  - Whether the employer's payroll growth rate is the same as currently assumed by the PERS actuary
  - Systematic deviation of OPERS investment decisions and/or market outcomes from those embedded in the model will reduce model accuracy

25 This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

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Acknowledgements, Caveats, and Disclaimers

The authors wish to acknowledge the kind assistance of staff of the Oregon State Treasury, Investment Division for their kind assistance and generous provision of capital market assumptions. We also wish to thank Carol Samuels of Piper Sandler & Co. for her assistance in providing insight into muni market conditions. None of the statements or analysis herein should be attributed to anyone other than ECONorthwest staff.

The analysis provided in this document was developed by ECONorthwest for informational purposes only. All possible professional care was taken to prepare a realistic emulation of the likely POB side account behavior, and the OPERS procedures for accommodating POBs. State of the art modeling and statistical software was employed in this exercise. It should be recognized, however, that there are practical limits to the precision with which market and agency behavior can be modeled. The generic nature of the modeling performed may or may not be relevant to the circumstances of any one public employer. Additionally, nothing herein should be construed as offering investment advice or fairness opinions for the purpose of issuing securities. For this, interested parties should seek out professional counsel.

This analysis takes the narrow perspective of measuring the potential benefits of POB issuance to current employers and taxpayers. Whether use of pension obligation bonds is good public policy is a matter of professional debate and is not addressed herein.

26 This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

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HILLSBORO SCHOOL DISTRICT 1J
October 27, 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 G – Personnel
  - GCBDD/GDBDD: Sick Time

RECOMMENDATION

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

Code: **GCBDD/GDBDD**
Adopted: 10/01/16
Revised/Readopted: 4/28/20; 4/28/26
Orig. Code: GCBDD/GDBDD

Sick Time

~~In accordance with Oregon law , the district shall provide sick time to all employees as defined in ORS 653.601. The provision and use of sick time for most employees is governed by the District's agreements with its employee union partners. The following provisions shall apply unless otherwise specified in the pertinent collective bargaining agreement, statement of benefits, contract or other agreement.~~

"Employee" means an individual who renders personal services at a fixed rate to the district if the district either pays or agrees to pay for personal services or permits the individual to perform personal services. The definition does not include volunteers, or independent contractors or others excluded by law.

Employees qualify to begin earning and accruing sick time on the first day of employment with the district.~~District.~~.

The district employs 10 or more employees and therefore~~District~~ shall allow an eligible employee to access up to 40 hours of paid sick time per year. Paid sick time shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1-1/3 hours for every 40 hours the employee works.

Sick time shall be taken in hourly increments. Sick time may be used in increments of less than one hour and may be used for the employee's or a family member's[1] mental or physical illness, injury or health condition,~~;~~ need for medical diagnosis, care or treatment of a mental or physical illness, injury~~,~~ or health condition, or need for preventive care,~~;~~ or for reasons consistent with qualifying Family and Medical Leave (FMLA), Paid Family and Medical Leave Insurance (PFMLI) or Oregon Family Leave (OFLA). Sick time earned by an employee may also be used for the following reasons:

1. In~~in~~ the event of a public health emergency compliant with Oregon Revised Statute (ORS) 653.616;

2. To donate blood in connection with a voluntary program for the donation of blood that is approved or accredited by the American Association of Blood Banks or the American Red Cross; or

For~~for~~ leave to address domestic violence, harassment, sexual assault, bias, or stalking under ORS 659A.272 (safe leave).~~.~~

[1] "Family member" is defined in OAR 839-007-0000.

When sick time is used to care for, or to deal with the death of, an individual related by blood or affinity whose close association with the district employee is the equivalent of a family relationship, the district may require an attestation form signed and submitted by the employee.

The use of sick time may not lead to, or result in, an adverse employment action against the employee.

The district~~District~~ reserves the right, after an employee uses sick time for more than three consecutive scheduled workdays, to require verification or certification in accordance with law of the need for the sick time, including a medical verification or certification[2] paid for by the district~~District~~. If an employee fails to provide verification or certification or fails to provide other evidence as required by the district~~District~~, the employee shall be subject to appropriate disciplinary action, up to and including dismissal.

When the reason for sick time is consistent with FMLA, PFMLI or OFLA leave, sick time leave and qualifying FMLA, PFMLI or OFLA leave may run concurrently.

When the reason for sick time is consistent with ORS 332.507, sick time leave and leave pursuant to ORS 332.507 may run concurrently.

If the reason for sick time is a foreseeable absence, the district~~District~~ requires an~~the~~ employee to provide advance notice of the intention to use sick time {[3]}10 days prior to when the requested sick time is to begin or as soon as otherwise practicable. When an employee uses sick time for a foreseeable absence, the employee shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district~~District~~ (e.g., grading deadlines, inservice~~in-service~~ training, mandatory meetings). The district~~District~~ may discipline an employee if the employee fails to make a reasonable effort to schedule leave in a manner that does not unduly disrupt the operations of the district.~~District.~~

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district consistent with the reporting time established by the district or when circumstances prevent the employee from providing notice as required,~~District~~ as soon as practicable.

The district may discipline an employee for violating workplace policies and procedures if the employee fails to provide notice as required.

The district~~District~~ shall establish a standard process to track the eligibility for sick time of a substitute.

~~Upon termination for any reason, employees are not entitled to the cash value of their accrued, but unused, sick leave accrued under ORS 653.601 – 653.661.~~
~~Nothing in this policy impacts the District's sick leave obligation under Oregon Revised Statute (ORS) 332.507.~~

END OF POLICY

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[2] In the case of need for leave under ORS 659A.272, the district may not require the verification or certification to explain the nature of the illness or details related to the domestic violence, sexual assault, harassment, bias, or stalking, which necessitates the use of sick time.

[3] {ORS 653.621(3): "…not to exceed 10 days"}

Legal Reference(s):

ORS 332.507	ORS 342.610	ORS 659A.150 - 659A.186
ORS 342.545	ORS 653.601 - 653.661	OAR 839-007-0020 – 007-0065

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).
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654 (2024); Family and Medical Leave Act, 29 C.F.R. Part 825 (2025).

HILLSBORO SCHOOL DISTRICT 1J
October 27, 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
  - GBNAB/JHFE-AR(2): Abuse of a Child Investigations Conducted on District Premises
  - GCBDA/GDBDA-AR(1): Family and Medical Leave

- Policies in Section J – Students
  - JHFE/GBNAB-AR(2): Abuse of a Child Investigations Conducted on District Premises

RECOMMENDATION

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

Code: **GBNAB/JHFE-AR(2)**
Revised/Reviewed: 11/13/18; 1/11/22

Abuse of a Child Investigations Conducted on District Premises

The Department of Human Services (DHS) or a law enforcement agency has the authority to conduct an investigation of a report of child abuse on school premises according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

After the investigator provides adequate identification, school staff shall allow access to the child and provide a private space for conducting the interview. The investigator shall be advised by a school administrator or a school staff member of a child's relevant disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator's discretion, be present to facilitate the investigation.

School staff may only notify DHS, the law enforcement agency or school employees that are necessary to enable the investigation. School staff may not notify any other persons, including the child's parent(s) or guardian(s).

Investigator Name (Printed)	Name of Agency
Name of Worker's/Investigator's Supervisor	Supervisor Contact Information
Investigator Position and Badge or ID Number	Student Name
	School
Investigator Signature	Date

☐ Investigator refused to sign. District staff should not deny entry based on refusal to sign.

FOR COMPLETION BY DISTRICT STAFF

- ☐ Student not available for interview
- ☐ Student refused to be interviewed
- ☐ Administrator participated in interview

Name of Administrator Notified

Name of Office Staff Involved

Name of Participating Administrator

DO NOT FILE IN CHILD'S SCHOOL RECORD
Original: School Principal Copy: Office for School Performance HR: Personnel (if alleged perpetrator is an employee)

Code: **GCBDA/GDBDA-AR(1)**
Revised/Reviewed: 4/28/20; 2/23/21; 1/27/26

Family and Medical Leave

Employee Eligibility

FMLA benefits are available to employees who have been employed by the district for at least 12 months, have worked at least 1,250 hours during the past 12-month period and work at a worksite that employs 50 district employees within 75 miles of the worksite.

An employee who has previously qualified for and has taken some portion of FMLA leave may request additional FMLA leave within the same leave year. ~~In such instances, the employee may not need to requalify as an eligible employee.~~

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days~~[1]~~ immediately prior to the first day of the start of the requested leave.[[2]] In determining if an employee has been employed for the preceding 180 calendar days under OFLA, the district must consider days, paid or unpaid, an employee is maintained on payroll.~~.[3]~~

In determining average workweek, under FMLA and OFLA, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines. An employee is eligible to take leave for any purposes of OFLA during a period of time covered by a public health emergency except:

1. An employee who has worked for the district for fewer than 30 days immediately before the date on which the family leave would commence; or

2. An employee who has worked for the district for an average of fewer than 25 hours per week in the 30 days immediately before the date on which the family leave would commence.

An employee of the district who has separated~~is eligible to take leave for purposes of OFLA if the employee:~~

~~[1] Thirty days during a declared public health emergency.~~

[2] [The requirements of OFLA do not apply to any employer offering eligible employees a nondiscriminatory cafeteria plan, as defined by section 125 of the Internal Revenue Code of 1986, which provides as one of its options, employee leave at least as generous as the leave required by OFLA.]

~~[3] The requirements of OFLA do not apply to any employer offering eligible employees a nondiscriminatory cafeteria plan, as defined by section 125 of the Internal Revenue Code of 1986, which provides as one of its options employee leave at least as generous as the leave required by OFLA.~~

~~1. Separates from employment with the district, irrespective of any reason:~~

~~a. Is eligible to take leave OFLA at the time the employee separates;~~ and is
~~b. Is~~ reemployed ~~by the district~~ within 180 days~~, of separation from employment;~~ or experiences

~~2. Is eligible to take OFLA leave:~~

~~a. At the beginning of~~ a temporary cessation of schedule~~scheduled~~ hours may be eligible for OFLA in accordance with ORS 659A.156~~of 180 days or less; and~~
~~b.~~a. ~~Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less~~.

Any OFLA leave taken by the employee within any one-year period continues to count against the length of time of OFLA leave the employee is entitled. The amount of time that an employee is deemed to have worked for the district prior to a break in service due to a separation from employment or a temporary cessation of scheduled hours shall be restored to the employee when the employee is reemployed by the district within 180 days of separation from employment or when the employee returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

When an employee requests OFLA leave, or when the district acquires knowledge that an employee's leave may be for a purpose that constitutes OFLA leave, the district will notify the employee of the employee's eligibility to take OFLA leave within five business days, absent extenuating circumstances. Whether an employee is an "eligible employee" as defined in OAR 839-009-0210 is determined, a notice must be provided, at the commencement of the first instance of each purpose for leave listed in OAR 839-009-0240 during the OFLA leave year. If an employee is an "eligible employee" as defined in OAR 839-009-0210 for the purpose listed in OAR 839-009-0240, the employee's eligibility for that purpose does not change during the applicable 12-month period. In addition:

1. An employee taking, in any order, some or all of 12 weeks of OFLA pregnancy disability leave and some or all of 12 weeks of OFLA leave for any other purpose, need not requalify each time the employee takes OFLA leave within the same leave year;

~~2. An employee who has taken 2 weeks of OFLA child placement leave need not requalify for up to an additional 12 weeks of leave within the same leave year when used for the purposes of OFLA sick child leave;~~

~~3.~~2. An employee unable to work because of a disabling compensable injury[4] need not requalify under OAR 839-009-0210 in order to use OFLA leave following a period the employee is off work due to the compensable injury.

~~In determining if an employee has been employed for the preceding 180 calendar days under OFLA, the district must consider days, paid or unpaid, an employee is maintained on payroll.~~

Leave under the Oregon Military Family Leave Act (OMFLA) applies to employees who work an average of at least 20 hours per week. There is no minimum number of days worked when determining employee eligibility for OMFLA.

[4] As defined in ORS 656.005.

~~In determining average workweek, under FMLA and OFLA, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.~~

Qualifying Reason

Eligible employees may access FMLA leave entitlements for the following reasons:

1. Serious health condition of the employee or the employee's covered family member. "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care[5] or continuing treatment by a health care provider[6].

2. Parental leave[7] (separate from eligible leave as a result of a child's serious health condition):

   a. Bonding with and caring for the employee's newborn child (within 12 months following birth);
   b. Bonding with and caring for a newly adopted child or newly placed child in foster care{[8]} under the age of 18 (within 12 months of placement);
   c. Caring for a newly adopted child or newly placed child in foster care 18 years of age or older who is incapable of self-care because of a mental or physical disability (within 12 months of placement);
   d. Time to effectuate the legal process required for placement of a child in foster care or the adoption of a child.

3. Military caregiver leave: leave for the care for a covered servicemember if the eligible employee is the spouse, child or next-of-kin of the~~who is a covered~~ servicemember with a serious injury or illness;

4. Qualifying exigency leave: leave arising out of deployment to a foreign country of the employee's spouse, child or parent who is a military member on active duty or call to covered active duty status.

Eligible employees may access OFLA leave entitlements for the following reasons:

1. Pregnancy disability leave: leave taken by an employee for their own disability related to pregnancy, including pregnancy termination or childbirth, whether the disability occurs before, during or after the birth of the child or for prenatal care, including fertility or infertility treatment.

2. Sick child leave: leave taken to care for an employee's child who is suffering from an illness, injury, or condition that requires home care; or~~. Under OFLA, sick child~~ leave taken~~includes leave~~ to care

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[5] "Inpatient care" means an overnight stay in a hospital, hospice, or residential medical facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care. See 29 CFR § 825.114.

[6] "Continuing treatment" includes incapacity and treatment, pregnancy or prenatal care, chronic conditions, permanent or long-term conditions, conditions requiring multiple treatments, and absences attributable to incapacity. See 29 CFR § 815.115.

[7] Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

[8] {ORS 659A.159 uses the term "foster child." Districts can choose to use either "foster child" or "child in foster care" throughout this administrative regulation.}

for an employee's child whose school or child care provider has been closed[9] in conjunction with a statewide public health emergency declared by a public health official.[10]

3. Bereavement leave: leave taken to deal with the death of a covered family member and includes leave taken to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member.[11] [When such leave is used for a family member who is related by affinity, the district requires an attestation form signed and submitted by the employee.].

~~4. Child placement leave: leave taken under OFLA before January 1, 2025, to effectuate the legal process required for placement of a foster child or the adoption of a child.~~

~~5. Leave previously protected by OFLA[12]: 1) leave to which an eligible employee was entitled under ORS 659A.150 - ORS 659A.186 on June 30, 2024; and 2) leave to which an eligible employee would not be entitled under ORS 659A.150 - ORS 659A.186 on July 1, 2024 and may now be entitled leave under Paid Family Medical Leave (ORS 657B).~~

Eligible employees may also access OMFLA ~~under OFLA~~ for the purpose of spending time with a spouse or domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.

Definitions

1. Family member:

   a. For the purposes of FMLA, "family member" means:

      (1) Spouse[13];
      (2) Parent[14]; or

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[9] "Closure" (OAR 839-009-0210(5)) for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child's school or child care provider as defined in OAR 839-009-0210(4).

[10] The district may request verification of the need for sick child leave under OFLA due to a closure during a statewide public health emergency. Verification may include:
1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable;
3. A statement from the employee that no other family member of the child is willing and able to care for the child; and
4. With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

[11] Bereavement leave under OFLA must be completed within 60 days of the date the employee received notice of the death. The notice of the death of a family member may be by any means and from any source.

~~[12] OAR 839-009-0215. OFLA: Leave Previously Protected by OFLA.~~

[13] "Spouse" means individuals in a marriage, including "common law" marriage and same-sex marriage.

[14] "Parent" means a biological, adoptive, step or foster parent, or any other individual who stood "in loco parentis" to the employee when the employee was a child as defined herein. This does not include parents "in law."

(3) Child[15].~~; or~~
~~(4) Persons who are "in loco parentis."~~

b. For the purposes of OFLA, "family member" means an eligible employee's:

(1) Spouse or domestic partner;
(2) Child or the child's spouse or domestic partner;
(3) Parent or the parent's spouse or domestic partner;
(4) Sibling or stepsibling, or the sibling's or stepsibling's spouse or domestic partner;
(5) Grandparent or the grandparent's spouse or domestic partner;
(6) Grandchild or the grandchild's spouse or domestic partner; or
(7) Any individual related by blood or affinity whose close association with an eligible employee is the equivalent of a family relationship.[16]

2. Child:

a. For the purposes of FMLA, "child" means the eligible employee's biological or adopted child, a child the employee is fostering, a stepchild, a legal ward or a child of a person standing "in loco parentis", who is either under the age of 18, or who is 18 years of age or older and who is incapable of self-care because of a physical or mental disability.
b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave under FMLA, "child" means the employee's child on covered active duty regardless of that child's age.
c. For the purposes of OFLA, "child" means the eligible employee's biological or adopted child, a child the employee is fostering, a stepchild, the child of the employee's spouse or domestic partner, or a child with whom the employee is or was in a relationship of "in loco parentis."
d. For the purposes of ~~child placement leave and~~ sick child leave ~~only~~ under OFLA, the child must be under the age of 18 or ~~an adult dependent child~~ substantially limited by a physical or mental impairment as described in ORS 659A.104.

3. In loco parentis:

a. For the purposes of FMLA, "in loco parentis" means persons with day-to-day responsibility to care for or financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

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[15] "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

[16] "Affinity" means a relationship for which there is a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. This bond may be demonstrated by, but is not limited to the following factors, with no single factor being determinative:
1. Shared personal financial responsibility, including shared leases, common ownership of real or personal property, joint liability for bills or beneficiary designations;
2. Emergency contact designation of the employee by the other individual in the relationship or the emergency contact designation of the other individual in the relationship by the employee;
3. The expectation to provide care because of the relationship or the prior provision of care;
4. Cohabitation and its duration and purpose;
5. Geographic proximity; and
6. Any other factor that demonstrates the existence of a family-like relationship.

b. For the purposes of OFLA, "in loco parentis" means person in the place of a~~the~~ parent, having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

4. Next of kin:

For the purposes of FMLA , "next of kin" means the nearest blood relative other than the covered servicemember's spouse, parent or child in the following order of priority (unless otherwise designated in writing by the servicemember):

a. Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions;
b. Siblings;
c. Grandparents;
d. Siblings of parents and their spouses; and
e. First cousins.

5. Covered servicemembers:

For the purposes of FMLA, "covered servicemember" means:

a. A ~~a~~ current member of the Armed Forces, including a member of the National Guard or Reserves, who:

(1) Is ~~is~~ undergoing medical treatment, recuperation or therapy;
(2) Is~~, is~~ otherwise in outpatient status;~~,~~ or
(3) Is~~is~~ otherwise on the temporary disability retired list for a serious injury or illness; or

A ~~a~~ covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

6. Covered veteran:

For the purposes of FMLA, "covered veteran" means an individual who was:

a. A member of the Armed Forces (including a member of the National Guard or Reserves);
b. Discharged or released under conditions other than dishonorable; and
c. Discharged within the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

7. Public health emergency:

For OFLA a "public health emergency" means;

a. A public health emergency declared under ORS 433.441.
b. An emergency declared under ORS 401.165 if related to a public health emergency as defined in ORS 433.442.

Leave Period

For the purposes of calculating an employee's leave period for FMLA, the district will use the calendar year. ~~a "rolling" 12-month period measured backward from the date the employee uses any FMLA leave.~~

For the purposes of calculating an employee's leave period for OFLA, the district will use a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which family leave commences.

~~The methods for calculating the leave period for FMLA or OFLA leave entitlement shall be used for all employees.~~

The leave period for the purposes of Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district's designated leave period described above.

Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period (12-month period)[17]. Spouses who work for the district and are eligible for FMLA leave may be limited to a combined total of 12 weeks of FMLA leave during the district's designated leave period when the purpose of the leave is for:

1. Birth of a child or to care for a child after birth;

~~2.~~1. Placement of an adopted child or child in foster care, the care for an adopted child or child in foster care after placement; or

~~3.~~2. Care of the employee's parent with a serious medical condition.

Except in specific and unique instances, all qualified leave under FMLA counts toward an employee's leave entitlement within the designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of up to 12 weeks of OFLA leave, for sick child leave and bereavement leave, during the designated leave period. An eligible employee is entitled to a total of two weeks of bereavement leave upon the death of each family member of the employee within a leave year, except that the eligible employee may not take more than four weeks of bereavement leave within a leave year.

An employee may also be entitled to take a total of 12 weeks of OFLA pregnancy disability leave within the same leave year.

Under OFLA, the employee may use all or part of the 12 weeks of sick child or bereavement leave and all or part of the 12 weeks of pregnancy disability leave in any order.

~~In addition to the 24 weeks of possible OFLA leave identified above, an eligible employee is entitled to a total of two weeks of child placement leave within an OFLA leave year until January 1, 2025. The~~

[17] An eligible employee taking Military Caregiver Leave under FMLA is entitled to up to 26 weeks of leave in the 12-month period beginning with the first day of such leave and regardless of any FMLA leave taken previously during the district's leave period. However, once the 12-month period begins for the purposes of Military Caregiver Leave under FMLA, any subsequent FMLA qualified leave, regardless of reason for such leave, will count toward the employee's 26-week entitlement under Military Caregiver Leave under FMLA.

~~adoption or foster placement of multiple children at one time entitles the employee to take only one two-week period of child placement leave.~~

Unlike FMLA, OFLA does not combine the leave entitlement when two or more family members work for the district. Under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.[18]

For the purposes of OMFLA, an eligible employee is entitled to 14 days of leave per call or order to active duty or notification of a leave from deployment. When an employee also meets the eligibility requirements of OFLA, the duration of the OMFLA leave counts toward that employee's leave entitlement during the designated leave period.

Qualified leave under FMLA and OFLA for an eligible employee will run concurrently during the designated leave period if for the same qualifying reason. Qualified leave under FMLA will run concurrently with other qualified leave covered under Paid Family and Medical Leave Insurance (PFMLI) and/or available sick leave under ORS 653.601 - 653.661 for eligible employees. Qualified leave under OFLA may also run concurrently with leave taken under the sick time~~leave~~ law in ORS 653.601 - 653.661 if for the same qualifying reason, but not concurrent with PFMLI.

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12[19]. If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 months worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek[20]. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Holidays which occur within the week taken as FMLA may be counted against FMLA entitlement.[21] However, for leave taken in increments of less than one week, holidays in which employees generally are not expected to report do not count against the employees FMLA leave entitlement.

Under OFLA, days in which the district is not in operation, are not counted toward intermittent or reduced work schedule OFLA leave.

Intermittent Leave

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[18] Exceptions to the ability to require family members to take OFLA qualified leave at different times are when one employee needs to care for a child for a purpose described in ORS 659A.159 (1)(a) while another employee is taking pregnancy disability leave or, one or more of the employees is taking bereavement leave.

[19] For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.

[20] For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.

[21] See 29 CFR § 825.200(h).

[With the exception of parental leave under FMLA which must be taken in one continuous block of time, a][A]n~~an~~ eligible employee is permitted under FMLA or OFLA to take intermittent leave for any qualifying reason.

Intermittent leave is taken in separate periods of time (i.e., hours, days, weeks, etc.), rather than in one continuous period of time, and/or requiring an altered or reduced work schedule. For OFLA this includes but is not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

When an exempt employee is eligible for both OFLA and FMLA leave, and the employee takes intermittent leave in blocks of less than one day, if done in accordance with 29 CFR § 825.206, the district may reduce the employee's salary for the part-day absence without the loss of the employee's exempt status in accordance with OAR 839-020-0004(32).

When an exempt employee is eligible for OFLA leave but~~is~~ not ~~covered by~~ FMLA leave, and the employee takes intermittent leave in blocks of less than one day, the district will jeopardize the employee's exempt status if the district reduces the employee's salary for the part-day absence.

An employee's FMLA and/or OFLA intermittent leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

Alternate Work Assignment

Under FMLA, the district may transfer an employee taking intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment to an alternate position for which the employee is qualified and which better accommodates an employee's recovery from a serious health condition, a serious health condition of a spouse, parent, ~~son,~~ or child~~daughter~~, or a serious injury of illness of a covered servicemember. However, the district may not transfer the employee to an alternative position in order to discourage the employee from taking leave or otherwise work a hardship on the employee.

Under FMLA, when an employee who is taking leave intermittently or on a reduced leave schedule and has been transferred to an alternative position no longer needs to continue on leave and is able to return to full-time work, the employee will be placed in the same or equivalent job as the job they left when the leave commenced. An employee may not be required to take more leave than necessary to address the circumstance that precipitated the need for leave.

Under OFLA, the district may transfer an employee on intermittent OFLA leave or reduced work schedule into an alternate position with the same or different duties to accommodate leave, provided:

1. The employee accepts the position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;

3. The transfer is compliant with any applicable collective bargaining agreement, as well as with state and federal law;

4. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and

5. The transfer is not used to discourage the employee from taking leave or to create a hardship for the employee.

Under OFLA, an employee transferred to an alternate position for the purpose of a reduced work schedule must be returned to the employee's former position when the employee notifies the employer that the employee is ready to return to the former position at the end of the alternate duty leave.

The district may transfer an eligible employee to an alternate position that accommodates OFLA pregnancy disability leave provided:

1. The employee accepts the transfer position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;

3. The transfer is compliant with any applicable collective bargaining agreements, as well as with state and federal law;

4. The transfer is not used to discourage the employee from taking OFLA leave or to create a hardship for the employee.

Under OFLA, if an eligible employee is transferred to an alternative position and as a result the employee works fewer hours than the employee worked in the original position, the employee's OFLA leave time is determined by calculating the difference between the number of hours the employee worked in the original position and the number of hours the employee actually works in the alternative position.

An employee is not on OFLA leave if the employee has been transferred – as provided for in OAR 839-009-0245 (5) – to an alternate position for the purpose of alternate work duties that the employee is able to perform within the limitations of the employee's pregnancy disability, but not requiring a reduced workweek. An employee working in an alternate position retains the right to return to the employee's original position at any time during the employee's OFLA leave. This does not impair the right of an employee to a reasonable accommodation or the application of any other state or federal law.

Special Rules for School Employees

For the purposes of FMLA, "instructional employee" means those whose principal function is to teach and instruct students in a class, a small group or an individual setting. Athletic coaches, driving instructors and special education assistants, such as signers~~interpreters~~[22] for the hearing impaired, are included in this definition. This definition does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

FMLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee's FMLA

~~[22] 29 CFR 825.600(c) uses "signers."~~

leave entitlement. In any such situation, the eligible instructional employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

   When the qualified leave is foreseeable, will encompass more than 20 percent of the eligible instructional employee's regular work schedule during the leave period, and the purpose of such leave is to care for a family member with a serious medical condition, for a covered servicemember or for the employee's own serious medical condition, the district may require the eligible instructional employee to choose either to:

   a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
   b. Temporarily transfer to an available alternate position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than the employee's regular position.

   If an instructional employee does not give required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the district may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the district may require the employee to delay the taking of leave until the notice provision is met.

2. Limitation on Leave Near the End of the Term[23]

   When an eligible instructional employee requests leave near the end of the term, the district may require the following:

   a. When the qualified leave begins more than five weeks before the end of the term, the district may require the employee to continue taking leave until the end of the term if:

      (1) The leave will last at least three weeks; and
      (2) The employee would return to work during the three-week period before the end of the term.

   b. When the qualified leave begins during a five-week period before the end of the term and the purpose of such leave is parental leave, for the serious health condition of a family member or to care for a covered servicemember, the eligible instructional employee may be required by the district to remain on leave until the end of the term if:

      (1) The leave will last more than two weeks; and
      (2) The employee would return to work during the two-week period before the end of the term.

[23] "Academic term" means the school semester, which typically ends near the end of the calendar year and the end of spring each school year. In no case may a school have more than two academic terms or semesters each year for purposes of FMLA. 29 CFR § 825.602(b)

c. When the qualified leave begins within three weeks of the end of the term and the purpose of such leave is parental leave, for the serious health condition of a family member or to care for a covered servicemember, the eligible instructional employee may be required to remain on leave until the end of the term if the length of the leave will last more than five working days.

If the district requires an eligible instructional employee to remain on leave until the end of the term as described above, additional leave required by the district until the end of the school term shall not count against the eligible instructional employee's leave entitlement.

For the purposes of OFLA leave, if an employee[24] begins a period of bereavement leave during the three-week period before the end of the term and the duration of the leave is greater than five working days, the district may require the employee continue on family leave until the end of the term.

Paid/Unpaid Leave

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Paid Family and Medical Leave Insurance (PFMLI) leave taken via Paid Leave Oregon or an equivalent plan will run concurrently with FMLA and leave available under ORS 653.601 - 653.661 when taken for the same purpose. An employee may elect to use any available accrued paid leave including personal, sick or vacation leave during the leave period. The total combined amount received by using accrued leave and PFMLI may exceed the employee's full wage replacement during the period of leave. The district will notify the eligible employee when the requested leave has been designated as FMLA or OFLA leave and ask the employee about the use of available accrued paid leave.

Eligible employees taking OMFLA leave are entitled to use available accrued paid time off during the OMFLA leave period.

Benefits and Insurance

When an eligible employee returns to work following a FMLA-, OFLA- or OMFLA-qualified leave, the employee must be reinstated to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other district policy provide otherwise.[25] The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

For the purposes of FMLA and OFLA, the district will continue to pay the employer portion of the eligible employee's group health insurance contribution (if applicable) during the qualified leave period. The eligible employee is required to pay the employee portion of any such group health insurance contribution as a condition of continued coverage.

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[24] Applies only to an employee who is employed principally in an instructional capacity by the district.

[25] See also ORS 342.934(4)(d) in reduction force situations.

For the purposes of FMLA qualified leave, the district's obligation to maintain the employee's group health insurance coverage will cease if the employee's contribution is remitted more than 30 calendar days late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

For the purposes of OMFLA, the eligible employee is entitled to a continuation of benefits.

Fitness-for-Duty Verification

For purposes of FMLA, prior to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. If the district is going to require a Fitness-for-Duty Certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA leave and that failure to provide the certification may result in a delay or denial of reinstatement. Any costs associated with obtaining the certification shall be borne by the employee.

Application

For purposes of FMLA, an eligible employee requesting FMLA leave shall provide at least 30 days' notice prior to the leave date if the leave is foreseeable. The notice shall be written and include the anticipated start date, duration and reasons for the requested leave. When appropriate, the eligible employee must make a reasonable effort to schedule treatment, including intermittent leave and reduced leave, so as not to unduly disrupt the operation of the district. ~~An eligible employee able to give advance notice of the need to take FMLA leave must follow the district's known, reasonable and customary procedures for requesting any kind of leave.~~

For purposes of OFLA, an eligible employee shall provide at least 30 days' written notice of the need for foreseeable leave before starting family leave. An employee may commence family leave without prior notice in the event of: an unexpected illness, injury or condition of a child of the employee that requires home care; the death of a family member; the closure of the school or child care provider of the employee's child due to a public health emergency unless the declaration of the emergency was issued by the Governor at least 30 days before commencement of the leave; or an illness, injury or condition related to the employee's own pregnancy or childbirth that disables the employee from performing any available job duties offered by the district. If an employee commences leave without prior notice as allowed above, the employee must give oral notice[26] to the employer within 24 hours of the commencement of the leave and must provide the written notice within three days after returning to work. Failure of an employee to provide the required notice for leave may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

The district may request additional information[27] to determine the requested leave qualifies as FMLA or OFLA leave as provided by law.~~.~~ The district may designate the employee as provisionally on FMLA or OFLA leave until sufficient information is received to properly make a determination. An eligible

[26] Oral notice may be given by any other person on behalf of the employee taking the leave.

[27] See OAR 839-009-0260 for OFLA and 29 CFR § 825.305 et. al. for FMLA. ~~Except in cases to verify OFLA bereavement leave unless the district requires the use of an attestation form for purposes of determining affinity.~~

employee able to give advance notice of the need to take leave must follow the district's known, reasonable and customary procedures for requesting any kind of leave.

For the purposes of FMLA, if advance notice is not possible, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," for the purpose of FMLA leave, means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. In most situations, as soon as practicable will be within one business day of an employee becoming aware of the need. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.[28]

For the purposes of OFLA, if an eligible employee is taking leave in an unforeseeable situation, an employee must give oral or written notice[29] within 24 hours before or after commencement of the leave. In all cases, proper documentation must be submitted no later than three working days following the employee's return to work.

For purposes of OMFLA, an employee must provide the district with notice of the intention to take leave within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

Verification

Under FMLA, the district may require an eligible employee to provide medical certification, when appropriate[30], to support the stated reason for such leave. In most cases, the district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. The employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required, unless not practicable. Any additional certifications, including second and third opinions, will be in accordance with applicable law.

Under OFLA, the district may require an eligible employee to provide medical verification, when appropriate[31], to support the stated reason for qualifying OFLA leave. The district will provide written notification to an employee of this requirement and state the consequences for failure to provide the requested medical verification. If the employee gives advance written notice of foreseeable leave, the district may require the employee to provide medical verification for OFLA leave before the leave starts. If the employee begins unforeseeable OFLA leave without prior notice, the employee is required to submit such medical verification within 15 calendar days after receipt of the district's request for medical verification. The employee may be subject to disciplinary action for not providing the requested medical verification.

For the purposes of OFLA qualified leave, costs associated with obtaining the medical verification shall be borne by the district~~,~~ or be paid as otherwise allowed by law. The district will not delay the use of

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[28] See 29 CFR § 825.304.

[29] Notice may be given by any other person on behalf of the employee taking the leave.

[30] Medical verification is not allowed in every situation. Review current laws and guidance for more information.

[31] Medical verification is not allowed in every situation. Review current laws and guidance for more information. (OAR 839-009-0260)

qualifying OFLA leave when medical verification is not received before the commencement of unforeseeable leave. The district may not require an employee to obtain a second opinion.

Under OFLA, the district may request verification for the need for leave to care for a child who requires home care due to the closure of the child's school or child care provider as a result of a public health emergency. A request for verification may include a request for:

1. The name of the child requiring home care;

2. The name of the school or child care provider that is subject to the closure;

3. A statement from the employee that no other family member of the child is willing and able to care for the child; and

4. A statement that special circumstances exist that require the employee to provide home care for the child during the day, if the child is older than 14 years of age.

Posted Notice

The district will post the Bureau of Labor and Industries Family Leave notice in each building or worksite in an area that is accessible to and regularly frequented by employees.[32] The district will also post a notice explaining the provisions of FMLA and providing information concerning the procedures for filing complaints.[33]

Record Keeping

The district will maintain all records as required by federal and state laws including dates leave is taken by employees, identified separately from other leave; hours/days of leave; copies of general and specific notices to employees, including Board policy(ies) and regulations; premium payments of employee health benefits while on leave and records of any disputes with employees regarding granting of leave.

Medical documentation will be maintained separately from personnel files as confidential medical records.

Federal vs. State Law

Both federal and state law contain provisions for family and medical leave. Federal regulations state an employer must comply with all leave laws; that the federal law does not supersede any provision of state law that provides greater family or medical leave rights than those established pursuant to federal law; and if leave qualifies for FMLA and OFLA leave, the leave used counts against the employee's entitlement under both laws. State law requires that FMLA and ~~OFLA or other~~ state leave entitlements run concurrently when for the same purpose.

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[32] https://www.oregon.gov/boli/employers/Documents/BOLI_Printable_FamilyMedLv.pdf {Electronic~~; electronic~~ posting is not sufficient to satisfy this requirement~~,~~ but may be used to supplement the physical posting.}~~.~~

[33] https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf {Electronic~~; electronic~~ posting is sufficient as long as it is posted prominently where it can be readily seen by employees and applicants for employees. The poster and the text must be large enough to be easily read and contain fully legible text.}~~.~~

Code: **JHFE/GBNAB-AR(2)**
Revised/Reviewed: 11/13/18; 1/11/22
Orig. Code(s): JHFE-AR(2)

Abuse of a Child Investigations Conducted on District Premises

The Department of Human Services (DHS) or a law enforcement agency has the authority to conduct an investigation of a report of child abuse on school premises according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

After the investigator provides adequate identification, school staff shall allow access to the child and provide a private space for conducting the interview. The investigator shall be advised by a school administrator or a school staff member of a child's relevant disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator's discretion, be present to facilitate the investigation.

School staff may only notify DHS, the law enforcement agency or school employees that are necessary to enable the investigation. School staff may not notify any other persons, including the child's parent(s) or guardian(s).

Investigator Name (Printed)	Name of Agency
Name of Worker's/Investigator's Supervisor	Supervisor Contact Information
Investigator Position and Badge or ID Number	Student Name
	School
Investigator Signature	Date

☐ Investigator refused to sign. District staff should not deny entry based on refusal to sign.

FOR COMPLETION BY DISTRICT STAFF

- ☐ Student not available for interview
- ☐ Student refused to be interviewed
- ☐ Administrator participated in interview

Name of Administrator Notified

Name of Office Staff Involved

Name of Participating Administrator

DO NOT FILE IN CHILD'S SCHOOL RECORD
Original: School Principal Copy: Office for School Performance HR: Personnel (if alleged perpetrator is an employee)