

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

Board Meeting Agenda
January 12, 2021
5:15 PM

1. 5:15 PM - Work Session

A. Call to Order

Presenter: Erika Lopez

Time: 5:15 PM

B. Award Contract Construction Management/General Contractor (CM/GC) Services for Construction of Interior Renovations and Site Improvements at Farmington View Elementary School

2

Presenter: Adam Stewart

Time: 5:15 PM, 5 minutes

C. Governor's Announcement Update

5

Presenter: Mike Scott

Time: 5:20 PM, 60 minutes

D. School Resource Officer Discussion

6

Presenter: Mike Scott

Time: 6:20 PM, 60 minutes

2. Adjourn Work Session

Presenter: Erika Lopez

Time: 7:20 PM

3. Next Meetings of the Board of Directors:

- January 26, 2021 - Work / Regular Session
- February 9, 2021 - Work Session

**HILLSBORO SCHOOL DISTRICT 1J
JANUARY 12, 2021
AWARD CONTRACT CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR
(CM/GC) SERVICES FOR CONSTRUCTION OF INTERIOR RENOVATIONS AND SITE
IMPROVEMENTS AT FARMINGTON VIEW ELEMENTARY SCHOOL**

SITUATION

At the October 27, 2020 meeting, the Board, acting as the Local Contract Review Board, approved the use of the Construction Management/General Contractor alternative construction method for the interior renovation and site improvement project at Farmington View Elementary School. On November 6, 2020, the District published a Request for Proposals for these services.

On November 19, 2020, a mandatory Pre-Proposal meeting was held with 14 firms attending. On December 3, 2020, the District received responses from eight firms for the project. The eight responding firms were Perlo Construction, P&C Construction, Brockamp & Jaeger Construction, Fortis Construction, Lease Crutcher Lewis Construction, Bremik Construction, Emerick Construction and Five Star Builders.

On December 7, 2020, a screening committee consisting of Adam Stewart, John Abel and Jim Peterson met to score the 10 proposals. The screening committee used the following criteria to rank the firms:

- Project Approach – 20 points
- Proposed Safety Plan – 20 points
- Project Support – Pre-Con Phase Services – 10 points
- K-12 Experience on Occupied Sites – 20 points
- Scheduling/Expediting Approach – 15 points
- Key Individual Experience/Team Availability – 15 points
- Cost Proposal/Fees – 10 points

After scoring the proposals, the screening committee recommended interviewing three firms, Bremik Construction, Lease Crutcher Lewis, Kirby and Emerick Construction. Interviews of these three firms were conducted on December 17, 2020.

The result of this interview process is a recommendation to award the contract for Construction Management/General Contractor services at Farmington View Elementary School to Emerick Construction.

RECOMMENDATION

The Superintendent recommends that the Board of Directors award the contract for Construction Management/General Contractor services at Farmington View Elementary School to Emerick Construction.

Proposal Evaluation - CM/GC Contractors
Farmington View ES Proposal Scoring Summary

Hillsboro School District
 2017 Capital Improvements Bond

CLOSING DATE 12/3/2020
 RFP# 2020 - 1106



		PROPOSERS									
		Points (Max)	Bremik	Brockamp & Jaeger	Emerick	Five Star Builders	Fortis Construction	Lease Crutcher Lewis	P&C Construction	Perfo Construction	
1	Evaluator #1		85.0	82.0	88.0	80.0	83.0	86.0	83.0	81.0	
2	Evaluator #2		93.0	88.0	100.0	99.0	91.0	97.0	94.0	91.0	
3	Evaluator #3		93.0	83.0	95.0	84.0	90.0	95.0	91.0	86.0	
TOTALS		110	90.3	84.3	94.7	87.7	88.0	92.7	89.3	86.0	

Proposal Evaluation - CM/GC Contractors
 Farmington View ES Interview Ranking
 Hillsboro School District
 2017 Capital Improvements Bond

INTERVIEW DATE 12/17/2020
RFP # 2020 - 1106

	Bremik Construction	Emerick Construction	Lease Crutcher Lewis
EVALUATOR #1	3	1	2
EVALUATOR #2	3	1	2
EVALUATOR #3	3	1	2
TOTALS	9	3	6

HILLSBORO SCHOOL DISTRICT 1J
January 12, 2021
GOVERNOR'S ACCOUNCEMENT UPDATE

SITUATION

The Board will receive an update on the Governor's recent announcement regarding school opening requirements including information on planning limited in-person instruction, and other in-person opportunities.

RECOMMENDATION

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

HILLSBORO SCHOOL DISTRICT 1J
January 12, 2021
SCHOOL RESOURCE OFFICERS DISCUSSION

SITUATION

The Board will receive an update regarding the ongoing work to analyze the relationship between the Hillsboro School District and School Resource Officers (SROs).

RECOMMENDATION

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



MEMORANDUM OF UNDERSTANDING
Between Hillsboro School District 1J and
The City of Hillsboro Police Department for School Resource Officers

THIS AGREEMENT is made and entered into by and between the City of Hillsboro (City) and the Hillsboro School District 1J (District).

SECTION ONE:

WHEREAS, the City and the District desire a cooperative effort in:

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

WHEREAS, the City and the District desire to formalize such a cooperative effort by written agreement; and

WHEREAS, such contracts are authorized under ORS 190.010 et seq.;

SECTION TWO:

NOW, THEREFORE, it is mutually agreed as follows:

1. The City shall provide (8) School Resource Officers (SRO's).
2. The City will provide youth services to work with at risk youth Districtwide.
3. SROs shall be regular, sworn officers of the City's Police Department.



MEMORANDUM OF UNDERSTANDING
Between Hillsboro School District 1J and
The City of Hillsboro Police Department for School Resource Officers

4. The City and the District shall each name a contact person who will monitor the program. Each principal will designate a contact person for the school to facilitate communication.
5. The SRO is an employee of the City and subject to the rules and regulations of the City. Program philosophy and general job responsibilities will be mutually determined by the City and the District.
6. In cases when the SRO is absent due to court appearances, illness, vacation, training, or other contracted leave of absence, 911 will be called on cases involving emergencies and as needed.
7. It is the responsibility of the SRO to report schedule conflicts to the school and the District's contact as identified in Paragraph 4 as soon as possible.
8. To the extent allowed by the law and subject to Paragraph 10 of this section, the City covenants and agrees to hold the District, its officers, employees, and/or agents harmless from all claims whatsoever that are made against the District, its officers, employees or agents, arising out of the City's improper or negligent performance of the duties required by the terms of this Memorandum of Understanding (MOU).
9. To the extent allowed by the law and subject to Paragraph 10 of this section, the District, covenants and agrees to hold the City, its officers, employees, and/or agents harmless from all claims whatsoever that are made against the District, its officers, employees or agents, arising out of the District's improper or negligent performance of the duties required by the terms of this Memorandum of Understanding (MOU) subject to the provisions of Paragraph 8.
10. The City and the District mutually covenant and agree that neither party will insure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the City and/or the District.
11. This MOU shall be effective beginning July 1, 2017, through June 30, 2020, with yearly addendums specifying the amount the District will pay the City for one SRO FTE each school year.
12. Any other expenses (i.e. overtime) generated beyond the assigned workday (e.g., school dances, football games, etc.) by the SRO program will be billed to the District as they occur.
13. Either party may terminate this MOU by providing a thirty- (30) day notice of termination. The City shall refund any prorata portion of prepaid compensation which is not earned because of any termination.



MEMORANDUM OF UNDERSTANDING
Between Hillsboro School District 1J and
The City of Hillsboro Police Department for School Resource Officers


14. The duties and responsibilities of the SRO are set forth in Exhibit A entitled SRO Work Rules and Expectations, which is attached.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by the duly authorized officers on the dates hereinafter written.

CITY OF HILLSBORO

HILLSBORO SCHOOL DISTRICT 1J

By: 
 Michael Brown, City Manager

By: 
 Michelle Morrison, Chief Financial Officer
 Hillsboro School District 1J

Date: 4/18/18

Date: 4/19/18

*Style of contract reviewed
 by Aubrey Minear April 2018.*

Form of contract reviewed by Attorney
 Larry Brisbee May 2011.



**MEMORANDUM OF UNDERSTANDING
Between Hillsboro School District 1J and
The City of Hillsboro Police Department for School Resource Officers**

Addendum for 2017-2018

This Addendum is made and entered into by and between the Hillsboro School District 1J and the City of Hillsboro for School Resource Officers.

The District will pay the City one payment of **\$126,469.00** before February 1, 2018, for the equivalent of one SRO FTE effective July 1, 2017, through June 30, 2018.


Either party may terminate this MOU by providing a thirty- (30) day notice of termination. The City shall refund any prorata portion of prepaid compensation which is not earned because of any termination.

IN WITNESS WHEREOF, the parties have caused this addendum to the MOU to be executed by the duly authorized officers on the dates hereinafter written.

CITY OF HILLSBORO

HILLSBORO SCHOOL DISTRICT 1J

By: 
Michael Brown, City Manager

By: 
Michelle Morrison, Chief Financial Officer
Hillsboro School District 1J

Date: 4/18/18

Date: 4/8/18

Form of contract reviewed by Attorney Larry Brisbee in May 2011.



MEMORANDUM OF UNDERSTANDING
Between Hillsboro School District 1J and
The City of Hillsboro Police Department for School Resource Officers

Exhibit A 2017-2020

SRO Work Rules & Expectations

General guidance and task supervision are the responsibility of the Hillsboro Police Youth Services Sergeant, who will work closely with and in cooperation with the Building Principal.

1. As sworn Police officers, once SROs are involved in an official investigation of criminal activity, they have the following responsibilities.
 - a. Abide by all federal, state, and local laws and ordinances.
 - b. Report any conflict created by any laws, ordinances, rules, and policies and procedures to the Building Principal and Police Supervisor for resolution.
 - c. Perform a fittingly thorough investigation as indicated by the circumstances and document the interviews of all involved parties as necessary based upon the needs of the investigation.
 - d. Inform the Supervisor of the investigation. The Police Supervisor in accordance with state and federal law shall notify the District Security Supervisor of criminal investigations the SRO is conducting.
 - e. Present the case to the District attorney and/or the Juvenile Department for review.
2. The duties and responsibilities of the SRO shall be as defined below and mutually agreed upon by the City and the District. Such duties shall include, but not be limited to:
 - a. The SRO will wear the prescribed City uniform of the day with all normal accessories, and equipment including a firearm. The Police Supervisor may allow an exception to this rule at their discretion based on investigatory or policing needs.
 - b. SROs should drive a Hillsboro Police vehicle to their assigned school, subject to accommodation by the City.
 - c. Represent the positive image of area law enforcement in the District.



MEMORANDUM OF UNDERSTANDING
Between Hillsboro School District 1J and
The City of Hillsboro Police Department for School Resource Officers

- d. Give classroom presentations on topics of mutual interest to the City and the District. School officials, teachers, students, or community members may request presentations. The School Principal and the Police Supervisor must approve these presentations.
 - e. Provide information and informal counseling to students as requested by school officials subject to policies and regulations of the City.
 - f. Establish and maintain a sense of security and order on school campuses by providing a visible presence, deterrence, and responsiveness to criminal activity. The SRO shall not act in the capacity of a private security officer for the District.
3. The Building Principal may request the following duties as appropriate, subject to SRO availability, City policy and procedure, and applicable laws and guidelines. In the event of a conflict, the Police Supervisor shall be the determining agent for SRO activities:
- a. Make appropriate contacts with parents and other community agencies as requested.
 - b. Assist with supervision of after-school activities as requested.
 - c. Conduct motorized patrol of school grounds and nearby streets, and/or direction of traffic at designated points.
 - d. Enforce criminal laws through investigation and arrests.
 - e. Adhere to District policy when appropriate, unless it is inconsistent with the proper and appropriate police action in a particular situation. Any conflicts must be reported to the Police Supervisor. The Police Supervisor will notify the District Security Supervisor.
4. Scheduling of workdays, vacation, and other time off during the school year will be arranged through the City in consultation with the District.



MEMORANDUM OF UNDERSTANDING
Between Hillsboro School District 1J and
The City of Hillsboro Police Department for School Resource Officers

5. The District agrees to reimburse the City for any overtime expenses on specific requests (e.g., dances, athletic events, and any other assignment requested under this section) outside the SROs normal duty hours. In consultation with the District, the Police Supervisor may decide to use additional officers to provide security at the school-sponsored events in the interest of officer safety. This incurred overtime shall also be reimbursed by the District. Specific requests for District reimbursement must have prior approval of the Building Principal or the Assistant Superintendent. Any overtime expenses generated by the investigation of criminal activities shall be paid by the City.
6. Except as provided for in this MOU, the City shall pay the cost of selection, training, salary, benefits, vehicle, and equipment for this program.
7. In a timely manner, the District will provide the Chief of Police, or their designee, with a copy of any Public Record created by the District which involves, describes, or relates directly to any performance of productivity issues or concerns involving any City Police Department employee.

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MEMORANDUM OF UNDERSTANDING (MOU)

Between

HILLSBORO SCHOOL DISTRICT

And

THE CITY OF HILLSBORO THROUGH THE HILLSBORO POLICE DEPARTMENT

This document will serve as the written agreement between the Hillsboro School District and the Hillsboro Police Department . This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer and will be the guiding document officers, school administrations, city administration, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed annually and takes into account input from all community stakeholders, including caregivers, students, and teachers. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.

I. PURPOSE

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort between the Hillsboro Police Department, herein referred to as HPD, and the Hillsboro School District herein referred to as HSD. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

II. MISSION

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and culturally sustaining learning environments for students, teachers, and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. GOALS OF THE SRO PROGRAM

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SRO programs goals include:

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

The SRO Program is designed to fill three overall roles:

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

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

While law enforcement is the role of SROs, alternatives to arrest should be used whenever possible, and investigations or arrest of students during school hours or at school-sponsored events/activities should be a measure of last resort and must

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comply with the following Hillsboro School District Policies: Relations with Law Enforcement Agencies ([policy KN](#)), Relations with Law Enforcement Agencies ([policy KN-AR\(1\)](#)), Investigations Conducted on District Premises ([policy KN-AR \(2\)](#)). The SROs' discretion to act remains the same as that of any other police officer.

IV. ORGANIZATIONAL STRUCTURE

A. Composition:

1. HPD shall provide seven (7) School Resource Officers (SROs)
 - a. HSD shall provide funding for one FTE
2. HPD will provide one (1) SRO Sergeant (Supervisor)
3. SROs shall be regular sworn officers of the City's Police Department.

B. Officer Recruitment & Selection

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

SRO's should meet the following general criteria:

1. **Experience as a police officer and commitment to student and community well-being-** SRO's must have a minimum of three years' experience as a patrol officer, be off probationary status, be at least 21 years of age and have experience with juvenile justice, child/adolescent development and psychology, and creating a positive school climate.
2. **Successful performance-** All candidates should have proven performance as reflected by prior performance evaluations. Applicants must have a demonstrated work history that reflects their ability to respectfully and effectively communicate with other officers, staff and the public. Candidates should be free of significant disciplinary actions.
3. **Preference-** will be given to candidates that:
 - a. Are ethically, linguistically, and culturally diverse. Good faith efforts will be made to select SROs that mirror the Hillsboro School District community, specifically the students and families served.
 - b. Have college or degree coursework – SROs are in an educational atmosphere to increase credibility in this area a college education would be beneficial and preferred.

C. Training Requirements

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

1. A basic nationally recognized training class for police officers working in a school environment at HPD expense. The course should include: training that covers responsibilities and limitations of SROs, Oregon school laws, MOUs, child

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- development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. This course should be completed prior to the end of their first year of service as an SRO, unless a delay up to 12 months is mutually agreed upon between HSD and HPD due to limited course availability or catastrophic event.
2. The same annual virtual training through Safe Schools required for HSD certified building staff including but not limited to: Suicide prevention, FERPA, and supporting students experiencing homelessness.
 3. Eight hours annually of diversity, equity, inclusion and anti-bias training- by attending district or building level professional development offerings.
 4. Three hours of disability training provided by HSD Student Services department, specifically on the topic of Autism, Oppositional Defiant Disorder, Reactive Attachment Disorder and best practices when communicating and interacting with students with these identifications.
 5. 16 hours of Safety Care training in the officers first year and eight hours annually each year after- provided by HSD Student Services Team (note training does not mean certification; SROs are not required to be certified in Safety Care)
 6. Four hours of annual Restorative Practices Training including Restorative Circles either by attending district or building level professional development offerings.
 7. Eight hours annually on the topics of: Trauma Informed Care, Trauma Responsive Care, Resilience or other similar topics by attending district or building level professional development offerings.
 8. One hour annually of HSD Home Visit training provided by HSD staff

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

V. OPERATIONAL PROCEDURES

Chain of Command- General guidance and task supervision are the responsibility of the Hillsboro Police Youth Services Sergeant, who will work closely with and in cooperation with the building Principal or identified designee.

- A. Duties-**The primary functions of the SRO is to help foster a positive school climate, serve as an educational resource, provide a safe and secure learning environment and serve as a liaison between the school and the police department. Specific daily assignments to accomplish this function will vary by school. The SRO and school principal or designee

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will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

- B. Uniform-** the SRO will wear the prescribed City uniform of the day including a firearm and bullet resistant vest. The SRO uniform is agreed to be an identifiable polo shirt with police department logo and officer name displayed, a duty belt, department issued uniform pants, and department issued footwear. Drop holsters and load bearing vests are not preferred wear in the school setting. The police supervisor may allow for exceptions to this rule at their discretion based on investigatory or policing needs or as required by Oregon law.
- C. Daily Schedule-** the City and the District shall each name a contact person who will monitor the SRO program. Each building Principal will designate a contact person for the school to facilitate communication with the SRO assigned to the Principal's school.
- D. Absence/Substitutions-** in cases when the SRO is absent due to court appearances, illness, vacation, training, or other contracted leave of absence, the City may but is not required to provide a replacement officer during the term of the SRO's absence. The District will call 911 in cases involving emergencies and 503-629-0111 (non-emergency number) as needed when an SRO is not present. It is the responsibility of the SRO to report schedule conflicts to the school and the District's contact as identified in paragraph (C) as soon as possible.
- E. Special Events -** SRO's may assist with supervision of after-school activities as requested and approved by HSD and their Supervisor. Such activities may include:
 - 1. Supervision at after school activities like sports competitions and school dances
 - 2. Supervision at high school graduations
 - 3. Others as identified by HSD and the police department
- F. Summer/Extended Closure Activities-** SRO may assist with supervision of summer/Extended Closure activities as requested and approved by HSD and their Supervisor. Such activities may include:
 - 1. Food box delivery
 - 2. Summer meal distribution
 - 3. Summer school supervision
 - 4. Community Outreach
 - 5. Delivery of training to the school board, staff, students, or parents in collaboration with HSD staff
 - 6. Participation in training opportunities
- G. Role in Responding to violations of law on HSD property-** As sworn police officers, once SROs are involved in an official investigation of alleged violations of law, they have the following responsibilities.
 - 1. Abide by all federal, state, and local laws and ordinances.

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2. Report any conflict created by any laws, ordinances, rules, and policies and procedures to the building Principal and their supervisor for resolution.
3. Perform a thorough investigation as indicated by the circumstances and document the interviews of all involved parties as necessary based upon the needs of the investigation
4. In accordance with [ORS 419B.045](#), when an investigation of a report of child abuse is conducted on school premises, the school administrator shall first be notified that the investigation is to take place, unless the school administrator is a subject of the investigation.
5. Present the case to the District Attorney and/or the juvenile Department for review.

H. Role in School Policy Violations

1. SROs are not school disciplinarians and violations of the student code of conduct or school rules that are not violations of law should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator; clear district guidelines on SRO involvement will be developed and distributed to school staff with a copy of guidelines provided to the SRO's. Revisions will be mutually agreed upon by HSD and HPD. The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

I. Data Collection

1. SROs shall submit a monthly activity report to the Superintendent of Schools or designee, building principals, and his/her supervisor by the 5th of the following month (example: activity report for September will be submitted by the 5th of October).
 - a. At a minimum that data will include: law enforcement calls for service on school property, number of presentations/lessons delivered to students, staff or families, the topic(s), and number of participants, the number of investigations
2. SROs will submit an annual professional development log by August 31st-following the HSD calendar cycle September to August.

J. Release of Student Information

HSD designates the SROs as “school officials” as provided in the Federal Educational Rights and Privacy Act (FERPA). A SRO may be provided access to student educational records maintained by the school district only as needed by the SRO to perform their duties as an SRO under the following limitations:

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1. All records are under the “direct control” of the school or district with respect to the use and maintenance of the education record and will not be compiled, maintained, or copied by SROs.
2. Student information is subject to FERPA’s use and re-disclosure requirements in 34 CFR § 99.33(a), which provides that the PII from education records may be used only for the purposes for which the disclosure was made not re-disclose, without appropriate consent, PII from education records to outside parties, including other employees of their police department who are not acting as school officials
3. A law enforcement official including an SRO may be granted access to view student records information in the event of an emergency situation threatening the health or safety of a student or other individual and as required by [ORS 336.184](#) and [ORS 336.187](#)

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

1. The SRO may perform searches independent of the school administration only during emergency situations and where violations of law are suspected.
 - a. Strip searches of students by SROs are prohibited.
 - b. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.

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

1. **Interviews** – Law Enforcement Officials including SROs may participate in the questioning of a student about conduct that could result in criminal charges in compliance with HSD Policies: Relations with Law Enforcement Agencies ([policy KN](#)), Relations with Law Enforcement Agencies ([policy KN-AR\(1\)](#)), Investigations Conducted on District Premises ([policy KN-AR \(2\)](#)), and Oregon State Law: Investigation conducted on school premises ([ORS 419B.045](#)). Parents/guardians should be allowed sufficient time to arrive at school to be present for interview unless the investigation is a report of child abuse.
2. **Arrests** –Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.
 - a. Building principals and the Superintendent or their designee shall be consulted prior to an arrest of a student when practical.
 - b. The student’s parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
 - c. Unless there is a serious and immediate threat to students, teachers, or public safety, SROs shall not use physical force or restraints on students
3. **Investigations on District Premises**- When an administrator is notified that law enforcement, including SROs, would like to interview a student at school for the purpose of an investigation that is not related to abuse of a child, the administrator must request that the investigating official complete HSD Board Policy form [policy KN-AR \(2\)](#) including providing information below:
 - d. Copy of the warrant

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- e. Copy of court order
- f. Brief description of exigent circumstance
- g. Name and date of parent that gave consent
- h. Affirm that the interview is not considered a “seizure” pursuant to state and federal law.

Failure to meet one of the five criteria may result in the administrator’s refusal to allow the student interview on district property.

M. Role in Attendance Issues

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

N. Involvement in school level meetings

1. SROs may participate in building level Safety Committee meetings either virtually or in person for every school they support when their schedule allows. SROs will notify building principals if unable to attend prior to the meeting date unless exigent circumstances prevents prior notice.
2. Upon administrator invitation SROs may facilitate a restorative circle as part of a re-entry meeting for students returning from expulsion, court ordered placement, or when a student is returning from a suspension that is five or more days in length, when the SROs schedule allows.
3. SROs will make efforts to prioritize their attendance/involvement at: building level Attendance Team meetings, Care Team meetings, and Climate and Culture Team meetings to serve as a liaison between the school and resources available in the community to further each teams work and effectiveness.

O. Relationship Building and Classroom Presentations

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

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VI. SCHOOL DISTRICT RESPONSIBILITY

The School Resource Officer program is a partnership between the Hillsboro School District and Hillsboro Police Department. To this end HSD will have responsibilities as a partner which include:

1. It is the responsibility of the Superintendent or designee to provide the Supervisor of the SROs with a schedule of professional development that is available through the district and/or buildings the same day that information is distributed to Certified Staff in the district.
2. Ensuring all SROs have access to active HSD email accounts and the paperwork to renew those accounts annually
3. Access to Safe Schools, 3, 2, 1, Insight, Jitter, and TeachFlix virtual training platforms.
4. Provide an office with locking door and law enforcement approved safe at each comprehensive high school building
5. Providing annual training to all building level administrators on the role of SROs, the current MOU, SRO program goals, and metrics for reviewing SRO program goals.
6. Ensure that SROs are not involved in school discipline, including consulting, unless the administrator is seeking a criminal investigation or reporting a violation of law.
7. Ensure SROs and schools staff follow HSD policies: Relations with Law Enforcement Agencies ([policy KN](#)), Relations with Law Enforcement Agencies ([policy KN-AR\(1\)](#)), Investigations Conducted on District Premises ([policy KN-AR \(2\)](#))
8. Gather feedback annually by May from students, families/caregivers, SROs, certified staff, classified staff, and administrators on their experience with the SRO program in HSD. This feedback will be discussed with HPD and used to set goals for the SRO program the following year.
9. Provide access to the same language development programs certified staff have access to at the districts expense
10. Ensure names, profiles, and school assignments for each SRO are posted on the district website
11. Ensure SROs names, photos, profile, and school assignments including which days they will be at each school are posted on the website each SRO is assigned to
12. Providing language translation and interpretation for SRO activities that are not specific to law enforcement matters. SROs must follow the HSD translation/interpretation request process.
13. Post data on SRO activities on HSD district website twice per calendar year; at a minimum that data will include: law enforcement calls for service on school property, number of presentations/lessons delivered to students, staff or families and the topic(s), number of investigations
14. Offer training listed in section C of this MOU that indicates it is provided by HSD staff
15. Ensure SROs have access to training calendars and are able to enroll in courses when required by section C of this MOU

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16. Invite SROs to building Safety Team, Climate and Culture team, Care Team, Attendance team and re-entry meetings for students returning from expulsion or court ordered incarceration.
17. Notify the City of Hillsboro Police Department related to any public records or media request related to this agreement or services performed by the SRO's.

VII. CRISIS PLANNING

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

VIII. REVIEWING THE MOU

A. Review

1. This MOU and the SRO data reports will be reviewed annually in June. This review will be collaborative between HSD and HPD with the purpose of reflecting on the progress made towards achieving the set goals identified in section III: Goals of the SRO Program.
2. This MOU will be modified and/or revised (only if needed) on a yearly basis when agreed upon by HSD and HPD Chief of Police or designees.
3. The MOU will stay in effect for a period of 3 years. Both parties will make the determination of whether to renew, amend, and/or terminate the agreement at least 60 days prior to the Third year anniversary. However, each party can choose to terminate this MOU prior to the set date, with a minimum 30 days' notice, should there be grounds for termination.

IX. PROBLEM RESOLUTION

HPD will provide a draft of the language for this section