

HILLSBORO SCHOOL DISTRICT 1J BOARD OF DIRECTORS

Administration Center, 3083 NE 49th Place, Hillsboro, OR

Board Meeting Agenda

May 11, 2021

5:15 PM

1. 5:15 PM - Executive Session - Google Meets

- A. Call to Order Executive Session
Presenter: Erika Lopez
Time: 5:15 PM
- B. ORS 192.660(2)(e) - Real Estate
Presenter: Adam Stewart
Time: 5:15 PM, 30 minutes
- C. Recess Executive Session
Presenter: Erika Lopez
Time: 5:45 PM

2. 5:45 PM - Work Session - Zoom

- A. Call to Order
Presenter: Erika Lopez
Time: 5:45 PM
- B. Black Village Family Advisory Committee Report and Discussion 3
Presenter: Francesca Sinapi
Time: 5:45 PM, 30 minutes
- C. Chromebook Filtering Information 4
Presenter: Jordan Beveridge
Time: 6:15 PM, 10 minutes
- D. Discuss 2020-21 Board Goals 5
Presenter: Erika Lopez / Mike Scott
Time: 6:25 PM, 15 minutes
- E. Instruction to Reach All Learners 6
Presenter: Dayle Spitzer / Arcema Tovar / Becky Kingsmith / Sarah Crane
Time: 6:40 PM, 30 minutes
- F. School Resource Officer Update 7
Presenter: Mike Scott / Morgan Quimby / Alex Oh
Time: 7:10 PM, 5 minutes
- G. In-Person Learning Update 22
Presenter: Mike Scott / Travis Reiman / Dayle Spitzer
Time: 7:15 PM, 15 minutes
- H. Discussion Time
Presenter: Erika Lopez
Time: 7:30 PM, 10 minutes
- I. Adjourn Work Session
Presenter: Erika Lopez
Time: 7:40 PM

3. Next Meetings of the Board of Directors

- May 25, 2021, Work / Regular Session
- June 22, 2021, Work / Regular Session

HILLSBORO SCHOOL DISTRICT 1J
May 11, 2021
BLACK VILLAGE FAMILY ADVISORY COMMITTEE REPORT AND DISCUSSION

SITUATION

In accordance with our HSD policy on [Educational Equity](#), we engage with families to get input on district programs and policies in order to better serve our students. We have many strategies for engaging families at the school and district levels. One formal structure of gathering input directly from families of students who identify as Black, Indigenous, Latino, and People of Color (BIPOC) is Parent Advisory Committees, or PACs.

Tonight, the Board will hear updates from our Black Village Family Advisory Committee. This group has formed to advise the Board and HSD staff regarding policy and programs in order to better serve students who identify as Black, African American, and African. Leaders from the group will share updates on their PAC and District collaboration.

RECOMMENDATION

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

HILLSBORO SCHOOL DISTRICT 1J
May 11, 2021
CHROMEBOOK FILTERING INFORMATION

SITUATION

The HSD Technology Services Department will provide a general review of filtering that is available on district owned Chromebooks and the archiving of student user account information.

RECOMMENDATION

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

HILLSBORO SCHOOL DISTRICT 1J
May 11, 2021
DISCUSS 2020-21 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 this work session, the Board will discuss goals for the 2021-22 school year.

As a reminder, the adopted Board goals for 2020-21 included the following:

- The Board will be visible as community leaders through actively participating in District/Community virtual events. Visible and engagement opportunities include remote attendance at virtual listening sessions, virtual school activities/events, and district organized virtual events. When safe to do so, Board members will participate in in-person engagement opportunities.
- The Board will adopt legislative priorities for the next biennium and actively participate in advocacy on behalf of the District in regards to stable and adequate funding.
- The Board will guide the District in becoming an antiracist organization through participation in professional development, policy review, and systemic analysis.

RECOMMENDATION

The Superintendent recommends that the Board of Directors discuss their goals for 2021-22.

HILLSBORO SCHOOL DISTRICT 1J
May 11, 2021
INSTRUCTION TO REACH ALL LEARNERS

SITUATION

This report will share instructional practices that reach all learners. Directors will also provide examples of how specialists support instruction in the classroom.

RECOMMENDATION

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

HILLSBORO SCHOOL DISTRICT 1J
May 11, 2021
SCHOOL RESOURCE OFFICER UPDATE

SITUATION

The Board will receive an updated working agreement between the Hillsboro School District and Washington County that has been reviewed by PACE and Washington County Sheriff's Office attorneys.

RECOMMENDATION

The Superintendent recommends that the Board of Directors review the updated documents and ask any questions they have.

INTERGOVERNMENTAL AGREEMENT

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

RECITALS

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

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

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

The parties agree as follows:

TERMS AND CONDITIONS

1. START AND END DATES.

The **effective date** of this Agreement is July 1, 2021. This Agreement shall continue until June 30, 2022. Agreement may be terminated earlier or term may be extended, as provided in this Agreement.

2. AGREEMENT DOCUMENTS.

This Agreement consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence. The Exhibits to this contract are:

- Exhibit A: Scope of Work;
- Copy of Hillsboro School District policies referenced within Exhibit A (KN, KN-AR (1), and KN-AR (2)).

3. RESPONSIBILITIES OF THE PARTIES.

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

4. COMPLIANCE WITH APPLICABLE LAWS.

Each party shall comply with all applicable federal, state, and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap. In addition, each party agrees to comply with all local, state, and federal ordinances, statutes, laws, and regulations that are applicable to the services provided under this Agreement.

5. RECITALS.

The recitals above are incorporated herein as if fully set forth.

6. INDEPENDENT CONTRACTOR.

Each party is an independent contractor with regard to each other party and agrees that the performing party has no control over the work or the manner in which it is performed. No party is an agent or employee of any other. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

7. TERMINATION.

- 7.1. Termination for convenience. Subject to any limitations in Exhibit A regarding repayment of funds, this Agreement may be terminated, with or without cause and at any time, by a party by providing 180 days' written notice of intent to the other party.
- 7.2. Termination for cause. Either party may terminate this Agreement, in whole or in part, immediately upon notice, or at such later date as may be established in such a notice, to the other party upon the occurrence of the following events: One party commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Agreement, fails to perform the work or services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work or services as to endanger the performance under this Agreement in accordance with its terms.
- 7.3. COVID-19 Termination. The District may terminate this Agreement immediately and without notice, if it is found that District has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

8. CHANGES.

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

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

9. ACTION, SUITS OR CLAIMS.

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement.

10. INSURANCE.

Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

11. NO THIRD PARTY BENEFICIARIES.

Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

12. REMEDIES, NON-WAIVER.

The remedies provided under this Agreement shall not be exclusive. The parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

13. OREGON LAW, DISPUTE RESOLUTION AND FORUM.

This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen (14) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

14. ASSIGNMENT.

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party or parties.

15. SEVERABILITY/SURVIVAL OF TERMS.

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

16. FORCE MAJEURE.

In addition to the specific provisions of this Agreement, the performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

17. INTERPRETATION OF AGREEMENT.

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

18. INTEGRATION.

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject.

19. OTHER NECESSARY ACTS.

The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

20. NOTICE.

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

For the Hillsboro School District, J1

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

For the Washington County Sheriff's Office

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

21. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

All of the aforementioned is hereby agreed upon by the parties and executed by the duly authorized representatives of the parties signing on the next page.

22. Sexual Conduct and Abuse:

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

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

FOR THE HILLSBORO SCHOOL DISTRICT, J1:

FOR THE WASHINGTON COUNTY
SHERIFF'S OFFICE:

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date

Date

I. GOALS OF THE SRO PROGRAM

SRO programs goals include:

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

The SRO Program is designed to fill three overall roles:

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

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

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

II. ORGANIZATIONAL STRUCTURE

A. Composition:

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

B. Deputy Recruitment & Selection

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

SRO's should meet the following general criteria:

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

C. Training Requirements

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

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

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

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

III. OPERATIONAL PROCEDURES

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

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

provide a replacement Deputy during the term of the 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. Provide training and resources to parents/parent advisory committees (PACs)
4. Others as identified by HSD and WCSO

F. Role in Responding to violations of law on HSD property- As sworn Sheriff's Deputies, once SROs are involved in an official investigation of alleged violations of law, they have the following responsibilities.

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

G. Role in School Policy Violations

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

H. Policy Disagreement

1. If a WCSO and HSD policy are in disagreement, WCSO Deputies will follow WCSO policies unless otherwise negotiated.

I. Data Collection

1. SROs will submit a mutually agreed upon monthly activity report to the Superintendent of Schools or designee, and building principals by the 5th of the following month (example: activity report for September will be submitted by the 5th of October).

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

J. Release of Student Information

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

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

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

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

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

student:

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

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

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

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

4. **School cameras**

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

M. Role in Attendance Issues

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

N. Involvement in school level meetings

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

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

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

O. Relationship Building and Classroom Presentations

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

IV. SCHOOL DISTRICT RESPONSIBILITY

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

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

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

V. CRISIS PLANNING

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

VI. REVIEWING THIS AGREEMENT

A. Review

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

VII. PROBLEM RESOLUTION

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

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

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

Supporting Documents:

HSD Policies:

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

WCSSO Policies:

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

HILLSBORO SCHOOL DISTRICT 1J
May 11, 2021
IN-PERSON LEARNING UPDATE

SITUATION

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

RECOMMENDATION

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