

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY SHERIFF  
AND THE WEST LINN WILSONVILLE SCHOOL DISTRICT**

THIS AGREEMENT (this "Agreement") is entered into and between the Clackamas County Sheriff's Office ("CCSO"), an Oregon law enforcement agency, the City of Wilsonville ("City"), an Oregon municipality, and the West Linn-Wilsonville School District ("District"), a public school district in the State of Oregon, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The District has requested, and the Sheriff has agreed, that the City provide sheriff deputies ("Deputy") who will act as school resource officers ("SRO"). SRO's fulfill a vital role in promoting communication and cooperation between the school district and law enforcement to support safe school communities and contribute to the learning process.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**TERMS**

1. **Term.** This Agreement shall be effective as of August 2022, upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2023, whichever is sooner.
2. **Scope of Work.** The City and CCSO agree to provide the services ("Work") further identified in the Scope of Work and Additional Terms and Conditions, attached hereto as Exhibit A and incorporated herein. Parties will meet prior to the start of each school year to discuss anticipated needs, within the Scope of Work, in the upcoming school year.
3. **Consideration.** The District agrees to pay City, from available and authorized funds, the amount set forth on the schedule attached hereto as Exhibit B for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the City shall submit an annual invoice for Work performed, this shall be submitted in a timely manner that allows the process to be completed within the fiscal year. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to City following the District's review and approval of invoices

submitted by City. City shall not submit invoices for, and the District will not pay, any amount in excess of the maximum compensation amount set forth in Exhibit B.

**5. Representations and Warranties.**

A. District Representations and Warranties. District represents and warrants to City and CCSO that District has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.

B. City Representations and Warranties. City represents and warrants to District that City and CCSO has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.

C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**6. Termination.**

A. Either the City, CCSO or the District may terminate this Agreement at any time upon 30 days' written notice to the other party.

B. Either the City, CCSO or the District may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If, in the non-breaching Party's sole discretion, the breaching Party has not entirely cured the breach within 15 days of delivery of the notice to the breaching Party, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.

C. The City, CCSO or the District shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

D. Any Party may terminate this Agreement in the event it fails to receive expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work to be performed under this Agreement is prohibited or the Party is prohibited from paying for such Work from the planned funding source.

E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City and CCSO agree to indemnify, save harmless and defend the District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.

However, neither District nor any attorney engaged by District shall defend the claim in the name of City or CCSO, or any department of City or CCSO, nor purport to act as legal representative of City or CCSO or any of its departments, without first receiving from the West Linn City Attorney's Office authority to act as legal counsel for City or CCSO, nor shall District settle any claim on behalf of City or CCSO without the approval of the West Linn City Attorney's Office. City or CCSO may, at its election and expense, assume its own defense and settlement.

8. **Insurance.** The parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received two hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

**The City:**

Jeanna Troha

Desk: 503-570-1520

Email: Troha@ci.wilsonville.or.us

Mail: 29799 SW Town Center Loop E, Wilsonville, OR 97070 \_\_\_\_\_

The District:

Jennifer Spencer-Iiams

Desk: 503-673-7026

Email: spencerj@wlwv.k12.or.us

Mail: 22210 SW Stafford Road, Tualatin, OR 97062

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The CCSO

Jesse Ashby

Email: jesseash@clackamas.us

**10. Control of Personnel.** The City and the CCSO are the SRO's employers. Control of personnel, supervision, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the City and the CCSO. Allegations of misconduct shall be investigated in accordance with City's and CCSO's Policy and Procedures. All liabilities for salaries, wages, any other compensation or benefits, injury, or sickness arising from performance of the law enforcement services provided by the SRO shall be that of the City and CCSO.

**11. General Provisions.**

A. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of City of Wilsonville without giving effect to the conflict of law provisions thereof. Any claim between City and District that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the City of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. District, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

B. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

C. Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more

of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

D. Access to Records. District shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. District shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, District shall permit the City’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.

E. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

F. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

G. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

H. Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

I. Independent Contractor. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture, joint employer or any similar relationship, and each Party hereby specifically disclaims any such relationship.

J. No Third-Party Beneficiary. District, CCSO and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually

identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

K. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

L. Survival. All provisions in Sections 5, 7, and 11 (A), (C), (D), (E), (F), (G), (I), (J), (L), (Q), and (R) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

M. Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

N. Time Is of the Essence. District agrees that time is of the essence in the performance this Agreement.

O. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

P. Force Majeure. Neither District nor CCSO nor City shall be held responsible for delay or default caused by events outside of the District or CCSO or City's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, District shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

Q. Confidentiality. City and CCSO acknowledge that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by City or CCSO or its employees or agents in the performance of this Agreement shall be deemed to hold Confidential Information in strict confidence, using at least the same degree of care that City or CCSO uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

R. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorney fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County Sheriff's Office

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Wilsonville

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

West Linn-Wilsonville School District

By: \_\_\_\_\_  
Name: Dr. Jennifer Spencer-Iiams  
Its: Assistant Superintendent  
Date: \_\_\_\_\_

# **WEST LINN-WILSONVILLE SCHOOL DISTRICT**

## **SCHOOL RESOURCE OFFICER**

### **ROLE, RESPONSIBILITY, SCOPE OF WORK, PROGRAM REVIEW**

The West Linn-Wilsonville School District in partnership with Clackamas County Sheriff's Office and West Linn Police Department, have drawn from the National Association of School Resource Officers (NASRO) standards, principles of Restorative Practices, and community input to assemble the role, responsibilities and scope of work School Resource Officers (SRO) will fulfill.

#### **Section 1. ROLE OF THE SCHOOL RESOURCE OFFICER (SRO)**

Both School District and Law Enforcement agencies recognize that:

- Excellent and equitable public education is essential to the well-being of individuals and their communities.
- For students to access an excellent public education, they must feel safe at school.
- Positive relationships and a supportive school culture are crucial in maintaining safety and security in school.
- School Resource Officers provide an important role in the community.

The purpose of a successful SRO program is to “bridge the gap” between law enforcement and youth. This purpose is best accomplished by using the TRIAD model: Informal Counselor (NASRO, Standards and Best Practices for SRO Programs), Law Enforcement, and Teacher.

TRIAD Model: As an informal counselor/mentor, the SRO may address school violations in an effort to positively impact student behavior and character and may refer students to school personnel as necessary. As a teacher/classroom presenter, the SRO may address school-related education law to positively impact student behavior and character to mitigate more serious behaviors (p. 6). As a law enforcement officer, the SRO shall abide by federal, state, and local laws.

In this TRIAD model, the School Resource Officer:

- 1.1 Builds trust and respect between law enforcement and students by building relationships, mentoring and providing guidance, and connecting students to resources to resolve concerns affecting youth safety and security;
- 1.2 Promotes safety in and around the school by using District safety guidance, student school conduct expectations, and restorative practices geared toward proactive positive student behavior and interactions;



- 1.3 Provides schools and students with resources about law enforcement related topics through class lessons, assemblies and meetings;
- 1.4 Works collaboratively with school staff, school administration, and community stakeholder groups to foster inclusive and welcoming schools; promote safe school and home communities; and bridge the relationship between law enforcement and youth; and
- 1.5 Supports schools in emergency management.

## Section 2. RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER (SRO)

The intent of this section is to give clear guidance to law enforcement officers and school staff, while ensuring students' rights and protections consistent with the unique setting of schools, the mission of the District, and the special characteristics of young people.

**2.1 School Work Schedule.** When school is in session, the SRO will work a schedule determined by the District and each city's law enforcement department. The SRO will be visible to the maximum extent possible, actively engaging with students during the school day. The SRO will be invited to attend faculty meetings and district professional workshops that serve to develop leadership, mentorship and equity-related dispositions and skills. The SRO will assist in providing security as well as making positive connections with students and families at certain evening or weekend school functions, such as athletic events, dances, and/or special events.

**2.2 Communication.** A cooperative relationship and collaborative communication plan between the SRO and school administration is central to the role. The SRO will meet with the SRO-assigned District Administrator and each building principal at the beginning of the school year to review a communication plan that includes a review of the job description; schedule of SRO activities (related to levels/schools); how/when to reach one another during the regular day and during emergencies; how to exchange information to address safety, student conflicts, and/or prevent situations that may cause disruption at the school or in the community.

The SRO and each high school principal will establish a consistent, weekly meeting schedule to debrief past events, review upcoming events and clarify any questions or aspects of the work. The SRO and each high school principal will review any new or ongoing investigations involving students or the school campus. This includes investigations that could impact a student, even if the student isn't directly involved.

The SRO notifies the appropriate District Administrator and building principal as soon as practicable of any significant law enforcement event or occurrence in the community or public safety threat to the school.

**2.3 School Discipline.** West Linn-Wilsonville school administrators and teachers are solely responsible for school discipline, addressed as appropriate through school rules and district policy and through the use of Restorative Practices. The SRO is not involved with enforcement of school rules or disciplinary infractions unless they are also violations of law. District or school staff should never ask for SRO assistance simply because the officer is available. Rather, the SRO becomes involved based on the nature of the behavior.

***A non-delinquent act*** is a typical child and adolescent behavior that should be addressed by school administrators without the involvement of an SRO. Examples that would NOT be appropriate for SRO involvement include, but are not limited to:

- Disorderly conduct
- Failure to follow school rules
- Verbal altercations, abuse or harassment
- Minor physical altercations that do not involve a weapon and do not appear to escalate
- Possession of alcohol or perceived intoxication
- Minor graffiti
- Minor theft

***Low-level school-based offenses*** rise above disciplinary issues and may involve collaboration with the SRO. These offenses may include:

- Assault that escalates past the level of minor physical altercation
- Persistent behavior that threatens the safety of others
- Possession and/or distribution of illegal substances

***Serious offenses*** rise above low-level offenses and will involve the SRO or local law enforcement or others to varying extents. These include:

- Serious violent offenses such as rape or sexual assault
- Possession of a firearm, explosives
- Use of a weapon
- Arson

For any ***non-delinquent act***, ***low-level school-based offense*** or ***serious offense***, District staff and the SRO will always consider these factors:

- Child's age
- Child's disability status
- Intent to cause serious harm
- Immediate danger to students, others

In the event of an act or offense that is not easily defined in either of these three areas, the School Resource Officer will consult and collaborate with both school administration and the law enforcement department to determine the appropriate course of action.

When an SRO intervenes in **low-level** or **serious offenses**, de-escalation strategies and safe restraint procedures will be followed to the maximum extent possible.

**2.4 Partnership with Social Worker.** Except where there is a real and immediate physical threat to student, staff or public safety, the first course of action should be the application of specific intervention strategies designed to diffuse the situation by addressing students' emotional needs and de-escalating the immediate behavior. The intent of de-escalation is to restore the student's capacity to control their immediate impulse or behavior and to move toward safer or more constructive resolutions of the problem situation.

SROs will partner with district social workers to discern and designate which situations involve intervention strategies that de-escalate the situation and which situations call for intervention due to immediate threat of harm. Except where there is a real and immediate physical threat to student, staff or public safety, the first course of action should be the application of specific intervention strategies designed to diffuse the situation by addressing students' emotional needs and de-escalating the immediate behavior. The intent of de-escalation is to restore the student's capacity to control their immediate impulse or behavior and to move toward safer or more constructive resolutions of the problem situation.

**2.5 Training.** The SRO will participate in training which may be required by their law enforcement agency (eg. NASRO Basic SRO Course), Crisis Intervention Training (developed by National Alliance on Mental Illness) as well as training required and provided by the District such as: implicit bias, inclusion of marginalized groups, anti-racism, de-escalation strategies, trauma-informed care, Clackamas County Threat Assessment protocols, FERPA, and Restorative Practices. Ongoing training and/or conference opportunities may occur through the Oregon School Resource Officers Association (OSROA) and the School District.

**2.6 District Policy.** The SRO will have a working knowledge of District policies and procedures as identified in Exhibit A, Appendix I. The SRO will comply with District policies and procedures to the extent consistent with applicable law. If at any time the SRO believes a District policy or procedure cannot be complied with, the SRO will promptly advise the District and their law enforcement agency. The parties will confer and strive to attain a mutually agreeable understanding. The District will promptly provide the law enforcement agencies with any changes to policies or administrative regulations that may impact SRO responsibilities.

### **Section 3. SCOPE OF WORK OF SCHOOL RESOURCE OFFICER (SRO)**

The duties of the SRO involve the following activities in addition to other duties as assigned:

**3.1 Limited Investigations.** The SRO investigates and takes appropriate action in consultation with school administration regarding suspected law violations that occur within the

school and/or in association with school activities. The district will notify parents in the event of a law enforcement interview with students except when the interview is part of a child abuse investigation. The SRO is solely responsible for whether a warrant or some other action is required prior to carrying out any law enforcement actions involving students on district property.

**3.2 Prohibition of Racial Profiling.** The SRO shall not use demographic factors such as actual or perceived race, ethnicity, or nationality when conducting investigations of offenses in the absence of other sufficient identifying factors. Race, ethnicity, or nationality of individuals should not be given undue weight in a decision by District staff or the SRO.

**3.3 Illegal item disposal.** The SRO assists school administration in the proper collection and disposal of illegal substances, weapons and other prohibited items recovered by the school, when they are not needed for criminal prosecution.

**3.4 Search and Seizure.**

**3.4.1 School Administrative Search.** Unless assistance is specifically requested by school administration the SRO is not involved in administrative searches. Administrative searches are at the exclusive direction and control of the District. (WLWW Policies: JFG)

**3.4.2 School Resource Officer Search.** In accordance with District policy, students may be searched by law enforcement officials on school property, or when the student is under the jurisdiction of the District. This authority is balanced by collaboration between the SRO and school administration as they work cooperatively to protect staff and students, maintain a safe environment in the school, and safeguard District property. In keeping with this objective, and as permitted by law, the SRO may search students and property, seize evidence, conduct interviews and engage in other law enforcement actions. In the exercise of these duties, the SRO will confer with school or district administration.

**3.5 Student Conduct Occurring Outside of District Jurisdiction.** When requests by law enforcement are made to the SRO to interview a student or to conduct an investigation for conduct that occurred **outside** the district jurisdiction, the SRO will promptly contact school administration with the request and refer the requesting agency to school administration. To the maximum extent possible, interviews of students due to conduct occurring outside of the district jurisdiction should occur at the student's home or another location other than the school campus. Interviews on campus shall be permitted only with administrator approval in accordance with District Policy. (WLWW Policies: JFG/JG) In the event of an imminent emergency, the SRO may perform such interviews or searches consistent solely with applicable law.

**3.6 Restraints and Arrests.** In the event that a student needs to be physically restrained or removed from the school campus (e.g. significant safety threat, significant harm to self or others, arrest), administrators will contact the students' parents and an SRO may need to be involved in the removal process. Students should consistently be treated with dignity throughout the removal, including discrete exit plan out-of-view of peers. The use of handcuffs will only be used as a last available option due to a significant safety concern.

**3.7 Privacy Restrictions.** The access to and release of student information by the SRO under this Agreement 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. Subject to any exceptions under applicable law, the SRO will not disclose records, or information contained within those records, without permission from District administration.

For purposes of access to student records, the SRO may be provided students' personally identifiable information ("PII") on an as-needed basis in the performance of SRO duties for legitimate educational purposes, and to promote school safety and physical security. The SRO may only use PII for the purpose for which the disclosure was made.

Without prior consent by a District administrator, the SRO may not disclose PII obtained from student records to others including other law enforcement officials unless the disclosure fits within one of the exceptions to consent in FERPA and/or ORS 336.187 and ORS 326.565 – 326.580.

**3.8 Student Directory Information.** Information that is designated as student "directory information" is identified by District policy, and is generally information that would not be considered harmful or an invasion of privacy if disclosed. Administration may disclose directory information unless a parent has opted-out of disclosure. The SRO or other law enforcement officials seeking access to student directory information may request access from the school building principal. (WLWV policy: JOA)

**3.9 Security Cameras.** The SRO may access campus security cameras and recordings for purposes of school safety and other law enforcement purposes upon District consent or upon execution of a search warrant. Consent is not required in the event of an active violent crisis or other exigent circumstances. (WLWV Policy: ECAC-AR/EEACCA-AR)

**3.10 Body Cameras.** The SRO may wear a body camera as part of the police department's standard issue uniform. These body cameras will only be turned on when the officer is engaged in official police business, including official police investigations, traffic stops, or other police interventions. Individuals being recorded by officers' body cameras will be informed by the SRO that they are being recorded. Body cameras will not be turned on during typical activity in the high school, including casual conversations, school discipline situations that do not include

criminal investigations. Video footage captured through SRO's body cameras will belong solely to the police department and will not be available to school or district administration, without a subpoena or other official legal request.

**3.11 Law Violations Exchange of Information.** The SRO and the building principal will promptly exchange information regarding any possible law violation that may have occurred on and around school grounds, or during school activities. (WLWV Policy: JOA/KGB)

## **Section 4. SCHOOL RESOURCE OFFICER (SRO) PROGRAM REVIEW**

Both the West Linn-Wilsonville School District and the associated local law enforcement agencies shall distribute responsibility for the selection, administration and evaluation of the SRO and the SRO Program.

**4.1 SRO Selection.** Two District administrators (central office, principal) and a student shall join the law enforcement agency in the interview and selection process for the SRO.

Preferences for selecting an SRO may include, but are not limited to:

- Experience working well with children and youth, including recommendations from youth or educators;
- Previous experience and training in community policing, youth development, implicit bias, restorative practices;
- Culturally, linguistically, and racially diverse candidates
- A work history free of any substantiated complaints of excessive force, racial profiling, harassment, or discrimination;
- Knowledge of the specific needs and local concerns of the community.
- Three years of experience; Off probation

**4.2 SRO Evaluation.** As the SRO remains an employee of the local law enforcement agency, the responsibility of the evaluation remains with the local law enforcement department. An evaluation should, however, include input from at least two District administrators (central office, principal) and two staff members who have direct experience and knowledge of the SRO's interactions with students and conduct in the school community.

**4.3 SRO Annual Program Review.** An annual SRO Program review shall be jointly facilitated by a District Administrator and the assigned SRO's law enforcement supervisor. A review team shall include the two individuals mentioned above, the SROs, other district/law enforcement staff as appropriate, and at least two students. The review shall occur before each new school year begins. An analysis of the previous year should include, but not be limited to:

- Data from Student Referral Information (number and type; disaggregated by race, ethnicity, gender, disability as known) and compared to previous school years
- Any communicated feedback
- Attended trainings and workshops by the SROs
- SRO Program Review Survey data completed by a representative group of students and staff
- Updates to the SRO job description (roles and responsibilities)

Adjustments to the program will be made based on information received during the review.

**4.4 SRO Program Communication and Reports.** The West Linn-Wilsonville School District shall provide information regarding the SRO Program on the district website, including contact information of district administrators who can inform patrons about the program.

Each city, West Linn and Wilsonville, shall provide an annual School Resource Office (SRO) report outlining an overview of the program, costs, recruitment, training, schools served and demographics, and SRO activities for each year including education, events, support to the community. Student referral data may be included in these reports upon consultation with the District and aligned with FERPA guidelines.

**EXHIBIT A – Appendix I**  
**West Linn-Wilsonville School District Policies**  
**Relating to SRO Scope of Work**

**Law Enforcement Interactions:**

- KN - Relations with Law Enforcement
- JHFE - Reporting of Suspected Abuse of a Child
- GBJ - Weapons in Schools - Staff
- JFCJ - Weapons in Schools - Students
- JFG - Student Searches

**Staff/Students:**

- JHFE - Reporting of Suspected Abuse of a Child
- GBNAA/JHFF - Reporting Requirements Regarding Sexual Conduct with Students
- GBN/JBA - Sexual harassment
- GBEC - Drug-Free Workplace
- GBH/JECAC - Student/Staff Relations
- KGC/GBK/JFCG - Prohibited Use, Possession, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems
- GBNA - Hazing/Harassment/Intimidation/Bullying/Menacing/Cyberbullying B Staff
- GBNAA/JHFF - Reporting Requirements REgarding Sexual Conduct with Students
- JEA - Compulsory Attendance
- JFCG/KGC/GBK - Prohibited Use, Possession, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems
- JFCH - Alcohol
- JFCI-Substance/Drug Abuse

- JFCJ - Weapons in the Schools
- JFCM - Threats of Violence
- JOA - Directory Information
- JOB - Personally Identifiable Information
- ECAC - Security Cameras

**District-Community Relations/Facility Use & Access:**

- KAB - Parental Rights
- KG - Use of District Facilities
- KGB - Public Conduct on District Property
- KK - Visitors to School



Exhibit B

COMPENSATION

**BILLING FOR THE SERVICES OF THE SCHOOL RESOURCE OFFICER (SRO)**

**I. Compensation Agreement**

For the 2022-2023 School Year:

The West Linn-Wilsonville School District agrees to pay \$88,4000 to the City of Wilsonville for the SRO services rendered above, in accordance with the IGA and the specific roles and responsibilities outlined in Exhibit A.

The rate reflected is based upon a 1.0 full-time equivalent position. *Benefits will be provided solely by the law enforcement agencies.*

**II. Compensation Logistics**

An MOU signed by both parties outlining the roles and duties of the SRO must be in place prior to any payment or exchange of funds.

The West Linn and Wilsonville Cities agree to bill WLWVSD annually. WLWVSD agrees to pay each invoice within 30 days of receipt.