

RESOLUTION NO. 1689

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH CENTRAL POINT SCHOOL DISTRICT 6 FOR SCHOOL RESOURCE OFFICER AND AUTHORIZING CITY MANAGER AND MAYOR TO EXECUTE SAME

Recitals:

- A. The City and the District have authority to enter into intergovernmental agreements pursuant to ORS Chapter 190.
- B. The District seeks to facilitate its School Resource Officer Program to provide a safe learning environment for its students, improve collaboration with law-enforcement, and provide additional resources.
- C. The City, through its police department desires to provide policing and community-oriented services to the District's schools within the boundaries of the City of Central Point.
- D. It is in the best interest of the City and the District to continue this program and expand its services and to formally set forth the obligations of the parties hereto.

The City of Central Point resolves as follows:

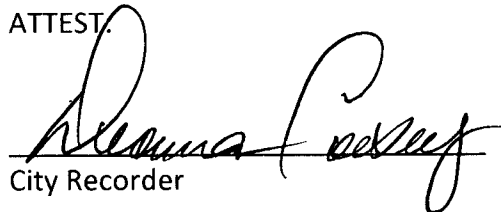
Section 1. The Central Point Mayor and City Manager is authorized to execute the Intergovernmental Agreement Between Central Point School District 6 and the City of Central Point Regarding School Resource Officer attached hereto as Exhibit "A" and to execute such further documents as necessary to effectuate this agreement.

Passed by the Council and signed by me in authentication of its passage this 18th day of November, 2021.



Mayor Hank Williams

ATTEST.



City Recorder

INTERGOVERNMENTAL AGREEMENT BETWEEN
CENTRAL POINT SCHOOL DISTRICT 6 and THE CITY OF CENTRAL POINT REGARDING SCHOOL RESOURCE
OFFICER
FOR
2021/22 AND 2022/23 SCHOOL YEARS

This Intergovernmental Agreement ("this Agreement") is entered into by and between CENTRAL POINT SCHOOL DISTRICT 6 (herein referred to as the "District"), and the City of Central Point, Oregon (herein referred to as the "City"), effective as of the _____ day of _____, 2021.

RECITALS:

A. The District and the City have the authority to enter into this Agreement pursuant to the provisions of ORS Chapter 190; and

B. The Purpose of the District's School Resource Officer ("SRO") Program is to: (a) provide a safe learning environment and help reduce school violence; (b) improve school-law enforcement collaboration on issues impacting students, staff and the local community; (c) improve the perceptions and relations between students, school faculty, parents and law enforcement officials; and, (d) provide a resource for students, school faculty, parents, law enforcement and other governmental agencies.

C. The District and the City, through its police department ("Central Point Police Department") desire to provide policing and community-oriented services to the District's schools located within the jurisdictional boundaries of the City of Central Point, Oregon.

D. It is in the best interest of the District and the City, the citizens within the boundaries of the District, and the citizens of Central Point to initiate and continue this program.

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained, the District and the City agree as follows:

AGREEMENT:

ARTICLE I

Term

The term of this Agreement is for the 2021-22 school year, as reflected on the school calendar adopted by the District and attached hereto as Exhibit "A", as well as for the 2022-23 school year, as reflected on the school calendar to be adopted by the District. Notwithstanding the adoption of school calendars, the parties acknowledge and agree that the school dates are subject to change by District for unforeseen circumstances.

ARTICLE II

Rights and Duties of the City

The City, through the Central Point Police Department, shall provide the District with 2 School Resource Officers (each an "SRO") as follows:

1. The Central Point Police Department shall assign one school resource officer to the Crater High School campus. A 2nd SRO will be assigned to the District's other elementary and middle schools within the City limits, and to Crater High School as needed and for patrol coverage needs in support of the 1st SRO.
2. The City's Chief of Police, or their designee, shall be responsible for the supervision of each SRO and shall perform scheduled and non-scheduled visits to the District's schools for the purpose of evaluating the performance of the SROs as deemed appropriate by City's Chief of Police (hereinafter the "SRO Supervisor").
3. Regular Duty Hours of the 1st SRO shall be as follows:
 - a. The 1st SRO shall be assigned to Crater High School in a full-time basis (8:00 a.m. to 4:00 p.m.) on those days and during those hours that the school is in regular session. Subject to staffing availability as determined by the SRO Supervisor in their sole discretion, other law enforcement personnel will be available upon reasonable request of the District for law enforcement coverage at after-school activities such as football games, basketball games, dances, and other special events ("After School Events"). The SRO Supervisor will assist the District in coordinating the activities and assignments of the SRO and other law enforcement personnel at these After School Activities.
 - b. When school is closed due to in-service training, the SRO will perform City law-enforcement duties as needed by the Chief of Police or designee.
 - c. During extended non-school periods, the SRO will be assigned to other City law enforcement duties as needed by the Chief of Police or designee.
 - d. The 1st SRO will make every effort to schedule time off for vacations and floating holidays during periods when school is not in session.
 - e. The 1st SRO will submit time off requests in accordance with their CBA to the Central Point Police Department. A SRO Supervisor, or designee, will notify the District in advance of the 1st SRO's absence for scheduled time off and will provide as much advance notice of the 1st SRO's absence in emergency situations. In all instances where the 1st SRO will be unavailable during the Regular Duty Hours, the 2nd SRO will perform the duties of the 1st SRO. In the event the 2nd SRO is unavailable for any reason to

cover the duties of the 1st SRO, the City will attempt to provide a temporary replacement for the 2nd SRO as expeditiously as possible.

f. The 1st SRO may be temporarily reassigned by the City during a law enforcement emergency or to participate in mandatory police training necessary to maintain the officer's proficiency as required by the Oregon Department of Public Safety and Standards (DPSST).

4. Duties of 2nd SRO.

The 2nd SRO will be available on an as-needed basis during any absence of the 1st SRO, as needed at other District schools within the City, and/or for After School Events, subject to availability. It is intended that the 2nd SRO will be available such that at all times that school is in session, the District may rely upon coverage by at least one full-time SRO.

5. In the performance of their duties under this Agreement, an SRO shall/will:

a. Wear the established patrol uniform unless special circumstances require another form of dress as approved by District supervisor.

b. Make classroom presentations when requested by a teacher on such topics as the role of policing in the community, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement, drug and alcohol issues, youth programs and the like.

c. Participate in discussions during class to establish rapport with students.

d. Take appropriate law enforcement action in and around the school as required by law and consistent with the policies and procedures of the City's police department and District. Appropriate law enforcement action includes all those duties normally performed by a police officer, such as issuing traffic citations, investigating crimes and motor vehicle accidents, conducting interviews of suspects, victims and witnesses, collecting evidence, making arrests and writing reports.

e. Engage in information sharing with the District and its school administrators to the extent necessary to ensure the safety of students, staff and visitors, so long as such sharing does not violate or compromise any privileges or confidentiality rights, any criminal investigations or the identity of confidential informants in accordance with State and Federal law.

f. Notify the District as soon as practical of any violations or actions which impact school discipline, order or safety and such other violations and actions as the District reasonably requests to be reported.

g. Assist other law enforcement personnel in conducting investigations involving students or employees of the District when requested and required to do so.

h. Obtain prior permission, advice and guidance from school administrators before enacting any program within the school.

i. Provide assistance to school administrators, faculty and staff, upon request, in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations that may result from students' unrest, unauthorized intruders, terrorist acts, bombs threats, active shooters, etc.

j. Be thoroughly familiar with District policies and regulations related to safety and student conduct and discipline issues, including the District's Code of Conduct.

- k. Assist the District, its administrators, faculty and staff with violations of such policies as requested by District administrative personnel. However, SROs shall not be expected to, or asked, to detain or take into physical custody any student or other individual who has only violated a District policy or the District's Code of Conduct. It shall be understood and agreed upon that SROs, as law enforcement officers, can only detain or take into physical custody those students or other persons for whom there is reasonable suspicion or probable cause that they have committed a crime as defined under Oregon Revised Statute or Federal laws. SROs shall not be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a temporary problem or emergency, SROs may assist the school, if the SRO's duties permit, until the problem is resolved.
- l. Be familiar with and abide by all relevant District policies and regulations while on District property.
- m. Work to develop rapport with students and a working relationship with student organizations, faculty, staff members, district administrators, parents, law enforcement, other governmental agencies and community members.
- n. Maintain detailed, accurate and up to date records as required by the Central Point Police Department and District.
- o. Meet regularly with juvenile authorities concerning information of juvenile delinquency issues and problems as well as work proactively with all law enforcement agencies and other governmental agencies that service the District's community.
- p. Attend parent, faculty, student, administration and other meetings upon request and subject to availability to provide information regarding the SRO program and provide opportunities for involvement and support.
- q. Provide information regarding community programs so that proper referrals can be made and appropriate assistance can be accessed by students in need of such services. These programs may include mental health programs, drug treatment programs, etc. SROs may refer students to such agencies, when necessary, thereby acting as a resource person to the students, staff faculty, parents and administration. SROs may also refer students to school counselors as needed. Referral guidelines shall be determined by the District.
- r. Maintain confidentiality of any and all information obtained during investigations and interviews and shall not disclose the information, except as provided by law or court order, or as deemed necessary to ensure the safety of students and staff and the physical security of the District's schools.
- s. Maintain confidentiality of District records and information, discussions, etc., in accordance with District policies and State and Federal law. Without limiting the foregoing, the City and the SROs acknowledge and agree that student education records are subject to the provisions of the Family Educational Rights to Privacy Act (FERPA), that SROs are deemed to be "school officials" under FERPA, that SROs are under the direct control of District with respect to the use and maintenance of education records by SROs, and that SROs will only use personally identifiable information from education records in connection with the purposes of this Agreement and will not redisclose any such personally identifiable information, including but not limited to any other employees of the Central Point Police Department who are not also SROs, without the consent required by FERPA unless such disclosure is otherwise exempt from the FERPA consent requirements.

- t. Perform other duties that will promote the purpose of the SRO program and which are mutually agreed upon by the District and the City.

The Chief of Police and the District must mutually agree upon any additions or changes to the above instructions.

ARTICLE III

District Obligations

The District shall provide the SROs with the following materials, facilities and assurances that are deemed necessary for the performance of the SRO Program:

1. A private, secure office to conduct interviews, investigations, and other law enforcement activities in a confidential environment and access to records that are deemed necessary and appropriate by the District in order for the SROs to successfully accomplish their assigned tasks. SROs shall maintain the confidentiality of all such activities. The school administrator, or his/her designee, shall be apprised of any information of a sensitive nature once the SRO has conferred with the Chief of Police or designee if there is a possibility of any impact upon the school, faculty or students. The school administrator shall discuss such information only with those necessary on a "need to know" basis.
2. The District shall provide a desk, filing cabinet with locking system, telephone, computer with peripherals, internet access, office supplies and office furniture for the use of each SRO.
3. Assure that all District employees cooperate in investigations and interviews consistent with District policies and procedures in those cases where the District employee is not a suspect in a criminal investigation.

ARTICLE IV

Funding

The City shall be responsible for paying the salary and benefit package of the SROs, as provided in Article VI, below, and for supplying all law enforcement equipment to the SROs, including but not limited to a marked patrol car. The estimated costs are set forth on a different document titled Exhibit "B". The parties anticipate that the cost to the District for the SROs for the 2021/22 school year will be approximately \$135,000.00, and that the cost to the District for the 2022/23 school year will be subject to increase based upon any corresponding increase in the consumer price index (CPI); provided, however, that any such increase will be capped at the lesser of (a) the actual percentage increase in the CPI, or (b) five percent (5%). The City of Central Point will be responsible for billing School District 6 in July of each year.

ARTICLE V

Appropriations

The obligations of each party under this Agreement are contingent upon adequate funds for that purpose being available, budgeted, appropriated and otherwise made available.

ARTICLE VI

Employment Status of SRO

Each SRO shall remain at all times an employee of the City and shall not be an employee of the District. The City shall be responsible for paying all salary and other compensation to the SROs and shall be responsible for providing workers compensation to the SROs. The District and the City acknowledge that each SRO is a law enforcement officer who shall uphold the law under the direct supervision and control of the Central Point Police Department. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances. The SRO shall remain responsive to the chain of command of the Central Point Police Department.

Subject to the City's employment, control and responsibility for managing, training and employing an SRO, each SRO shall be accountable to the District Superintendent or their designee (i.e. school principal) for his/her behavior and conduct while at the school. The District has the rights and responsibilities to report any alleged misconduct, malfeasance or nonfeasance of office, non-compliance with the District's policies or other questionable behavior on the part of a SRO to the Chief of Police or their designee. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone. All such reports, either written or verbal, shall have, as a minimum, a statement of the allegations, a description of any supporting documentation and/or evidence and a list of all witnesses that have any knowledge of such allegations.

The Chief of Police, or their designee, and the District Superintendent, or their designee, shall meet annually to complete a performance evaluation for each SRO.

ARTICLE VII

Qualifications of the School Resource Officer

1. SROs must meet all of the following requirements and perform in accordance with the attached position description:
 - a. Must be a full-time permanent certified police officer with the Central Point Police Department.

- b. Must have maintained the requirements necessary for employment as a police officer with the Central Point Police Department and State of Oregon.
- c. For hiring after November 1st 2021, the SRO must agree that if voluntarily assigned for the position of School Resource Officer, he/she will not seek a transfer from the position until the end of the school year and that he/she will make every effort to not schedule time off or vacations during the periods when school is in session.
- d. Among additional criteria for consideration for the position of SRO are job knowledge, experience, training, education, appearance, attitude, communication skills and bearing, ability to deal with difficult individuals, ability to mediate disputes and engage in conflict resolution.
- e. If and when it becomes necessary to replace an SRO due to transfer, promotion, resignation or other causes, the Chief of Police or their designee shall notify the District of the impending vacancy within five (5) working days of becoming aware of such pending vacancy.

ARTICLE VIII

Termination of Agreement

Any party may terminate this Agreement by giving the other party sixty (60) days prior written notice. The District may also terminate this Agreement for cause as provided in Article IX, Section 2, of this Agreement.

ARTICLE IX

Dismissal or Replacement of the School Resource Officer

1. In the event that the District believes an SRO is not effectively performing his/her duties and responsibilities, the District shall recommend to the Chief of Police, or their designee, that the SRO be removed from the program and shall state the reasons in writing. The Chief of Police, or their designee, shall formally meet with the SRO and the District to mediate or resolve any problems that may exist. At such meeting, specified school staff will be invited to be present and offer pertinent information as necessary. If, within thirty (30) days after the commencement of such mediation, the problem cannot be resolved or mediated, or in the event, the Chief of Police does not seek mediation, the SRO shall be removed from the program.
2. The District may terminate this Agreement without prior notice or demand the immediate removal and replacement of an SRO based upon acts of flagrant misconduct by an SRO.
3. The Chief of Police may dismiss or reassign an SRO based upon violation of departmental rules, regulations, and/or departmental directives, or when it is in the best interest of the Central Point Police Department to do so in emergency situations.

4. In the event of resignation, dismissal or reassignment of an SRO, or in the case of long-term absences by an SRO, the Central Point Police Department will attempt to provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence. A permanent replacement for the SRO shall be attempted to be made as soon as practical.

5. An SRO may be transferred from his/her position, for administrative reasons, during the school year at the discretion of the Chief of Police.

ARTICLE X

Good Faith

The parties, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties that may arise by good faith negotiations before resorting to any litigation.

ARTICLE XI

Modification

This Agreement constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purported to modify or vary the terms of this Agreement shall be binding, unless hereafter made in writing and signed by the affected parties.

ARTICLE XII

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment except with prior consent of all parties.

ARTICLE XIII

Indemnification

Each party is responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260 through 30.300), only for the acts, omissions, or negligence of its own officers, employees or agents. Each party shall maintain at its own expense and keep in effect during the term of this Agreement comprehensive general liability insurance or self-insurance including contractual liability, with minimum limits that are not less than the limits stated in ORS 30.270. The City shall be included as additional insured on the District's policy, and the District shall be included as additional insured on the City's policy. To the extent permitted by the Oregon Tort Claims Act, each party (the Indemnifying Party) shall be responsible for an shall indemnify, defend and hold the other (the Indemnified Party) free and harmless from any and all costs, claims, losses, expenses (including but not limited to attorneys' fees), actions or causes of action, and liability of any nature including, without limitation, liability for any damages to property (whether real or personal) and injury (up to and including death) to persons, suffered by the Indemnified Party directly or from a third-party claim arising out of or relating to the actions of the Indemnifying Party under this Agreement.

ARTICLE XIV

Relationship of the Parties

Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party.

WHEREFORE, this Agreement has been executed by the parties effective as of the Effective Date set forth above.

By: Walt Davenport, Superintendent Central Point School District 6

Date:

By: Hank Williams, Mayor City of Central Point, Oregon

Date:

By: Chris Clayton, City Manager, City of Central Point.

Date:

2021-2022 School Calendar

July 2021						
Su	M	Tu	W	Th	F	Sa
						3
4						10
11						17
18						24
25						31

August 2021						
Su	M	Tu	W	Th	F	Sa
1						7
8						14
15						21
22						28
29	30	31				

September 2021						
Su	M	Tu	W	Th	F	Sa
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26	27	28	29	30		

October 2021						
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17	18	19	20	21	22	23
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31						

November 2021						
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21	22	23				27
28	29	30				

December 2021						
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19						25
26						

January 2022						
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16		18	19	20	21	22
23	24	25	26	27	28	29
30	31					










February 2022						
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13	14	15	16	17	18	19
20		22	23	24	25	26
27	28					

March 2022						
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13	14	15	16	17	18	19
20						26
27	28	29	30	31		

April 2022						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
Su	M	Tu	W	Th	F	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29		31				

June 2022						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15		17	18
19						25
26						

 Regular School Day	 District Closed	 End-of-Trimester
 No Students - Schools Open	 No Students - Conferences	 End-of-Semester
 No Students - Schools Closed	 2 Hour Early Release	 School Board/Budget Meeting

July 5	District Closed	Jan 17	District Closed - Martin Luther King Jr Day
Aug 30-Sep 2	No Students - Inservice/Prof Dvlp	Jan 28	End of Semester 1
Sep 6	District Closed - Labor Day	Jan 31	No Students - Inservice/Prof Dvlp
Sep 7	First Day of Instruction	Feb 21	District Closed - President's Day
Oct 8	No Students - State Inservice	Mar 17	End of Trimester 2
Oct 13-15	No Students - Fall Conferences	Mar 18	No Students - Inservice/Prof Dvlp
Nov 11	District Closed - Veteran's Day	Mar 21-25	No Students - Spring Break
Nov 24	2 Hour Early Release	May 30	District Closed - Memorial Day
Nov 25-26	No Students - Thanksgiving	Jun 8	Crater Graduation
Dec 3	End of Trimester 1	Jun 16	Last Day of School / 2 Hour Early Release
Dec 6	No Students - Inservice/Prof Dvlp	Jun 17	No Students - Inservice/Prof Dvlp
Dec 20-31	No Students - Winter Break		

Adopted 5/4/2021

DATE	EVENT	
October 8	State Inservice	No School
October 13-15	Parent/Teacher Conferences	No School
November 11	Veterans' Day	No School
November 24	Day Before Thanksgiving	2 Hour Early Release
November 25-26	Thanksgiving Break	No School
December 6	Inservice / Prof Dvlp	No school
December 20-31	Winter Break	No School
January 17	Martin Luther King Jr. Day	No School
January 31	Inservice / Prof Dvlp	No School
February 21	Presidents' Day	No School
March 18	Inservice / Prof Dvlp	No School
March 21-25	Spring Break	No School
May 30	Memorial Day	No School
June 16	Last Day of School	2 Hour Early Release

SCHOOL START DATES

Tuesday , September 7, 2021	Grades 1 through 6, and 9th
Wednesday , September 8, 2021	Grades 7-8 and 10-12
Monday - September 13, 2021	Kindergarten

CENTRAL POINT ELEMENTARY

	Monday – Friday	Wednesday
Kindergarten (full day)	7:55 am 2:20 pm	7:55 am 1:20 pm
Grades 1 – 3	7:55 am 2:20 pm	7:55 am 1:20 pm
Grades 4 – 5	7:55 am 2:25 pm	7:55 am 1:25 pm

JEWETT ELEMENTARY

	Monday – Friday	Wednesday
Kindergarten (full day)	7:55 am 2:20 pm	7:55 am 1:20 pm
Grades 1 – 3	7:55 am 2:20 pm	7:55 am 1:20 pm
Grades 4 – 5	7:55 am 2:25 pm	7:55 am 1:25 pm

RICHARDSON ELEMENTARY

	Monday – Friday	Wednesday
Kindergarten (full day)	7:55 am 2:20 pm	7:55 am 1:20 pm
Grades 1 – 3	7:55 am 2:20 pm	7:55 am 1:20 pm
Grades 4 – 5	7:55 am 2:25 pm	7:55 am 1:25 pm

PATRICK ELEMENTARY

	Monday – Friday	Wednesday
Kindergarten (full day)	7:55 am 2:20 pm	7:55 am 1:20 pm
Grades 1 – 3	7:55 am 2:20 pm	7:55 am 1:25 pm
Grades 4 – 5	7:55 am 2:25 pm	7:55 am 1:25 pm

SAMS VALLEY ELEMENTARY

	Monday – Friday	Wednesday
Kindergarten (full day)	7:45 am 2:10 pm	7:45 am 1:10 pm
Grades 1 – 3	7:45 am 2:10 pm	7:45 am 1:10 pm
Grades 4 – 5	7:45 am 2:15 pm	7:45 am 1:15 pm

HANBY MIDDLE SCHOOL

	Monday – Friday	Wednesday
	8:00 am 2:35 pm	8:00 am 1:35 pm

SCENIC MIDDLE SCHOOL

	8:45 am 3:25 pm	9:45 am 3:25 pm
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CRATER CAMPUS

	Monday – Friday	Wednesday
7:50 am – Early Bird	8:50 am 3:45 pm	9:50 am 3:45 pm

Exhibit "B"

Costs

Cost for full time School Resource Officer at Crater High School for the 2021/22 school year.

Entry level Officer wages	\$58,956
Entry level Officer benefits	\$38,563
Total Compensation	\$97,519

Total Compensation of \$97,519 x .75 for 9 months	\$73,139
District 6 current payment	\$62,140

Adjusted compensation of Entry level plus Dist. 6 Current Payment \$135,279

Cost for full time School Resource Officer at Crater High School for the 2022/23 school year.

Total District 6 payment for 2021/22 school year	\$135,279
Consumer Price Index (CPI)	TBD
Total Cost for 2022/23	\$135,279 + CPI