

Sheriff Angela Brandenburg

Jesse Ashby, Undersheriff Lee Eby, Undersheriff Brad O'Neil, Undersheriff

CC Agenda Date/Item:
)(

Board of County Commissioners Clackamas County

Approval of an Intergovernmental Agreement with North Clackamas School District for School Resource Officers. Agreement Value is \$656,016 for 3 years. Funding is through North Clackamas School District.

No County General Funds are involved.

Previous Board	Previous agreement signed by BCC in 2020.			
Action/Review				
Performance	Ensure safe, healthy and secure communities.			
Clackamas				
Counsel Review	Yes	Procurement	No	
		Review		
Contact Person	Patrick Williams	Contact Phone	503-785-5012	

EXECUTIVE SUMMARY: The Clackamas County Sheriff's Office will provide Sheriff's Deputies to North Clackamas School District for law enforcement services. The assigned SRO provides law enforcement expertise and resources to assist school administrators and staff in providing a safe school environment. The SRO is empathetic and knowledgeable in equity and diversity issues, juvenile restorative justice principles, and trauma-informed investigatory practices.

RECOMMENDATION: Staff recommends approval of this agreement.

Respectfully submitted,

Sheriff Angela Brandenburg

angela Brandenburg

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INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE NORTH CLACKAMAS SCHOOL DISTRICT

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, on behalf of the Clackamas County Sheriff's Office ("CCSO"), and the North Clackamas School District ("Agency"}, an Oregon municipal corporation, 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 Agency has requested, and the County has agreed, that the County provide sheriff deputies ("Deputy") who will act as a school resource officer ("SRO") to work in Adrienne C. Nelson, Clackamas and Rex Putnam High Schools. 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 January 1, 2025, upon execution. The agreement will renew each school year through July 15, 2028.
- 2. Scope of Work. The County agrees 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 Agency agrees to pay County, 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. A revised cost estimate will be provided to the District each year by April 15th. The estimate will include cost of living adjustments and other specific charges for the given year.
- 4. Payment. Unless otherwise specified, the County shall submit monthly invoices for Work performed and shall include the total amount billed to date by the County prior to the current invoice. 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 County following the Agency's review and approval of invoices submitted by County. County shall submit invoices for, and the Agency will pay, invoices in accordance with Exhibit B.

5. Representations and Warranties.

A. Agency Representations and Warranties: Agency represents and warrants to County that Agency 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 Agency enforceable in accordance with its terms. County

Representations and Warranties: County represents and warrants to Agency that County 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 County enforceable in accordance with its terms.

B. 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 County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency 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 the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, 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. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency 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.** Either 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 County agrees to indemnify, save harmless and defend the Agency, 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 County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, 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 Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

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

- 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 2 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.

<u>The CCSO Finance and Business Services Manager</u> or their designee will act as liaison for the County.

Contact Information:

Patrick Williams, Finance and Business Services Manager Clackamas County Sheriff's Office

Desk: 503.785.5012

Email: PWillaims@clackamas.us

Mail: 2223 Kaen Rd, Oregon City, OR 97045

The Agency's Risk Manager or their designee will act as liaison for the Agency.

Contact Information:

David Kruse, Director - Safety, Security & Risk Management

North Clackamas School District

Phone: 503.353.1909

Email: krused@nclack.k12.or.us

Mail: 12400 SE Freeman Way, Milwaukie OR 97222

10. Control of Personnel. Control of Personnel. All CCSO employees providing services under this Agreement are and will continue to be employees of the County. CCSO is and will remain solely responsible for all employment and human resource functions for its employees including, but not limited to, FMLA/OFLA administration, worker's compensation, paid sick leave, EEO complaints, standards of performance, discipline, and similar employment-related or human resource issues and concerns. Allegations of misconduct shall be investigated in accordance with the CCSO's policies and procedures. While the County controls all aspects of job performance and assumes all liabilities for compensation, the Agency has exclusive control over all student records and the Agency determines when, how, and the extent to which the SRO will have access to student records.

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 Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency 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 County 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. Agency, 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. Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) 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. Agency 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, Agency shall permit the County'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. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. 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.
- J. No Third-Party Beneficiary. Agency and County 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), (0), (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**. Agency 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 Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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. County acknowledges 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 County or its employees or agents in the performance of this Agreement shall be deemed confidential information of the Agency ("Confidential Information"). County agrees to hold Confidential Information in strict confidence, using at least the same degree of care that County 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 attorneys' fees and expenses.

SIGNATURE PAGE FOLLOWS

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

Clackamas County	North Clackamas School District
Chair, Board of County Commissioners	By: David Kruse
	Its: Director- Safety, Security & Risk
Date	May 8 2025 Date
Clackamas County Sheriff's Department	
angela Brandonburg	
Angela Brandenburg, Sheriff	
05/13/2025	
Date	

Exhibit A SCOPE OF WORK & ADDITIONAL TERMS AND CONDITIONS

Section 1. RESPONSIBILITIES OF SCHOOL RESOURCE OFFICER (SRO)

- Role. The assigned SRO provides law enforcement expertise and resources to assist school administrators and staff in providing a safe school environment. The SRO is empathetic and knowledgeable in equity and diversity issues, juvenile restorative justice principles, and trauma-informed investigatory practices. In this role the School Resource Officer:
 - 1.1 Promotes safety in and around the school by using crime prevention strategies geared toward positive student behavior;
 - 1.2 Builds trust and respect between law enforcement and students by mentoring and providing guidance, and connects students to resources to resolve concerns affecting youth safety and security;
 - 1.3 Provides schools with additional educational resources about law enforcement related topics;
 - 1.4 Works collaboratively with school staff and administrators, and community stakeholder groups;
 - 1.5 Support school in emergency management.
- 2. **School Discipline.** Agency's school administrators and teachers are solely responsible for school discipline. The SRO is not involved with enforcement of school rules or disciplinary infractions unless they are also violations of law.

3. Agency Policies & Training

- 3.1 **Training.** The SRO will participate in training as identified by the Agency which may include the same, "Public School Works" courses (30-40 minutes in duration) required of Agency staff, along with training covering equity, trauma-informed care, and restorative justice.
- 3.2 Agency Policy. The SRO will have a working knowledge of Agency policies and procedures as identified by the Agency in Exhibit A, Appendix I. The SRO will comply with Agency policies and procedures to the extent consistent with applicable law. If at any time the SRO believes an Agency policy or

procedure cannot be complied with, the SRO will promptly advise the Agency and the CCSO. The parties will confer and strive to attain a mutually agreeable understanding. Agency will promptly provide the CCSO with any changes to policies or administrative regulations that may impact SRO responsibilities.

- 4. School Work Schedule. When school is in session, the SRO will work a schedule determined by the CCSO and the Agency. The SRO will attend faculty meetings and PTA meetings that are related to SRO responsibilities, and will assist in providing security at certain evening or weekend school functions, such as athletic events, dances, field trips, and/or special events, when requested by the school administrator.
- 5. **Communication.** A cooperative relationship and collaborative communication between the SRO and school administration is central to the role. The SRO will meet with school administrators regularly in the coordination of SRO activities, and to exchange information to address safety, student conflicts, and/or situations that may cause disorder at the school or in the community.
- 6. **Scope of Work.** The duties of the SRO involve the following activities in addition to other duties as assigned:
 - 6.1 Establishes rapport and builds relationships with students;
 - 6.2 Works to support effective communication between law enforcement officials, school staff and students:
 - 6.3 Works closely with school staff and administrators to identify and provide preventive assistance and services to students and families;
 - 6.4 In collaboration with school administrators helps parents and students, which may involve referral to an appropriate agency;
 - 6.5 Refers student violations of Agency policy to school administration;
 - Notifies the building principal as soon as practicable of any significant law enforcement event or public safety threat;
 - 6.7 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;
 - 6.8 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;

- 6.9 Presents information on law enforcement and related criminal justice topics to relevant classes, student assemblies, and clubs;
- 6.10 Makes presentations to stakeholder groups regarding the operations of the Sheriff's Office and the School Resource Officer Program.

Section 2. SEARCH AND SEIZURE

2.1 Student Conduct Occurring Under Agency Jurisdiction

- 2.1.1 School Administrative Search. Unless assistance is specifically requested by school administration the SRO is not involved in Agency's administrative searches. Administrative searches are at the exclusive direction and control of the Agency. (Reference: NCSD Policy, JFG; JFG-AR)
- 2.1.2 School Resource Officer Search. In accordance with Agency policy, students may be searched by law enforcement officials on school property, or when the student is under the jurisdiction of the Agency. 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 Agency property. In furtherance of these objectives, 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 duties, the SRO will confer with school administration unless circumstances do not allow.
- 2.2 Student Conduct Occurring Outside of Agency Jurisdiction. When requests by law enforcement are made to the SRO to interview a student or to conduct an investigation for conduct occurring outside Agency jurisdiction, the SRO will promptly contact school administration with the request and refer the requesting agency to school administration. Interviews may be permitted upon request and with administrator approval in accordance with Agency Policy. (NCSD Policy: JFG, JFG-AR; KN; KN-AR)
- 2.3 **Exigent Circumstances.** In the event of an emergency, as determined by the CCSO/SRO in its reasonable discretion, the CCSO/SRO will perform such searches consistent solely with applicable law and not in accordance with Agency's policies and regulations JFG, KN, and KN-AR.

Section 3. STUDENT INFORMATION ACCESS & DISCLOSURE

3.1 **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. For purposes of access to student records, the SRO is considered a "school official." 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 Agency administration.

- 3.1.1 For purposes of access to student records, the SRO as a "school official" 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.
- 3.1.2 Without prior consent by an Agency administrator, the SRO acting as a school official, may not disclose PII obtained from student records, to others including other law enforcement officials who are not acting in the capacity as school 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.
- 3.2 **FERPA Training.** Agency will provide SRO training necessary to comply with applicable Agency policies, and state and federal student privacy laws.
- 3.3 **Student Directory Information.** Information that is designated as student "directory information" is identified by Agency 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. (Reference: NCSD policy, JOA)
- 3.4 Security Cameras. The SRO may access campus security cameras and recordings for purposes of school safety and other law enforcement purposes with prior Agency consent, or upon execution of a search warrant. Consent is not required in the event of an active violent crisis or other exigent circumstances. (Reference: NCSD policy, ECAC; ECAC-AR)
- 3.5 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. (Reference: NCSD policy, KN & KN-AR, "Relations with Law Enforcement Agencies")

Section 4. PROGRAM REVIEW AND PARTNERSHIP

EXHIBIT A-Appendix I North Clackamas School District Policies Relating to SRO Scope of Work

Law Enforcement Interactions:

- KN-AR1 Relations with Law Enforcement Agencies
- KN-AR2 Relations with Law Enforcement Agencies
- GHFE/JHFE-AR(2) Abuse of a Child Investigations Conducted on School Premises
- · GBJ Weapons in Schools-Staff
- JFCJ Weapons Students
- JFG Student Searches**
- JFG-AR Student Searches**

Staff/Students:

- GCCB/GDCB/IKAAA District Equity Policy
- GHFE/JHFE Reporting of Suspected Abuse of a Child
- GHFE/JHFE-AR(1) Reporting of Suspected Abuse of a Child
- GHFF/JHFF Reporting Requirements Regarding Sexual Conduct with Students
- JBA/GBN Sexual Harassment**
- JBA/GBN-AR(1) Sexual Harassment Complaint Procedure**
- JBA/GBN-AR(2) Sexual Harassment Complaint Form
- GBEC Drug-Free Workplace
- GBH/JECAC School and Custodial/Noncustodial Parent Relations**
- <u>GBK/KGC Prohibited Use, Distribution or Sale of Tobacco Products or Inhalant Delivery Systems**</u>
- GBNA Hazing/Harassment/Intimidation/Bullying/Menacing Staff**
- <u>GBNA-AR Hazing/Harassment/Intimidation/Bullying/Menacing Complaint Procedures Staff</u>
- <u>GBNA/JFCF-AR Hazing/Harassment/Intimidation/Bullying/Menacing/Cyberbullying/Teen Dating Violence/Domestic Violence Complaint Procedures**</u>
- GBNAA/JHFF Reporting Requirements for Suspected Sexual Conduct with Students
- GBNAA/JHFF-AR Suspected Sexual Conduct Report Procedures and Form
- GBO Staff and Volunteer Student Relations**
- JEA Compulsory Attendance**JEDA Truancy
- <u>JFCG/JFCH/JFCI Use of Tobacco Products. Alcohol. Unlawful Drugs, Inhalant Delivery Systems or Mind-Altering Substances</u>
- <u>JFCG/JFCH/JFCI-AR Student Use, Possession. Sale or Distribution of Tobacco Products. Alcohol. Unlawful Drugs, Inhalant Delivery Systems or Mind-Altering Substances</u>
- JFCJ Weapons Students
- JFCM Threats of Violence**

- JOA Directory Information**
- JOB Personally Identifiable Information**

District-Community Relations/Facility Use & Access:

- KAB Parental Rights**
- KAB-AR Parental Rights**
- KG Community Use of District Facilities
- KG-AR(1) Community Use and Rental of District Facilities
- KG-AR(2) District Facility Use Fee Schedule
- KGB Public Conduct on District Property
- KK Visitors to District Facilities**
- KK-AR Procedures in Dealing with Disruptive Visitors**

Exhibit B COMPENSATION

BILLING FOR THE SERVICES OF THE SRO

I. Compensation & Invoices

During the 2024-25 academic year, the North Clackamas School District (NCSD) will compensate the Clackamas County Sheriff's Office (CCSO) for the services of three individual deputies, each assigned as a School Resource Officer (SRO) to the following high schools: Adrienne C. Nelson High School, Clackamas High School, and Rex Putnam High School. Compensation will be calculated as outlined in Section II, below. The compensation rate will be adjusted to reflect current rates for each subsequent year remaining in the term of this agreement. A revised compensation schedule will be provided to NCSD prior to the beginning of the given school year.

The Clackamas County Sheriff's Office agrees to bill NCSD within 30 days after the end of each month. NCSD agrees to pay each invoice within 30 days of receipt.

II. Charges to Agency by Category

- A. Discretionary Overtime. The Agency hereby agrees to pay for discretionary overtime expense separately. Only contracted personnel costs, overtime, salary, special pay, and benefit costs are covered by this section.
- B. Costs Assigned to the Agency. The Agency agrees to pay for the actual costs of vacation, sick leave, Compensatory time, overtime, salary, special pay, benefits, vehicle maintenance, and fuel costs. An estimate of these costs is listed in Exhibit B of this document.
- C. Leaves of Absence. Both parties acknowledge that certain employment leaves of absence are protected by law, as well as the effect of extended leaves on an organization. In the event the leave extends beyond 30 calendar days the parties shall meet within a reasonable time period to discuss the replacement of personnel.
- D. Injuries. In the event a deputy assigned to the Agency becomes injured or is subject to an extended leave as a result of an injury that extends beyond 30 calendar days the parties shall meet within a reasonable time period to discuss the replacement of personnel. Discretionary overtime associated with that position shall be the responsibility of the District. On duty injuries covered by Worker's Compensation shall not be charged to the District.

III. - Methodology for the Cost per Deputy

Methodology

The methodology outlined below reflects a cost share of applicable costs. This methodology is intended to develop the estimated base budget for the Agency. Where possible, the CCSO will reconcile expense and recover actual cost.

No category of the costing model will be capped. For the purposes of developing the Agency's cost share, the Agency is treated the same as a CCSO Program or Fund. Rates for each category in the costing model are based upon the total CCSO FTE count for a given fiscal year.

Personnel

Salary, Benefits, and Incentives: Each fiscal year, the Clackamas County budget department provides the budgeted costs of all CCSO's FTE. The individual(s) assigned to the Agency at the time of budget development will be the basis of the Agency's estimated personnel costs. The total personnel cost rate will be based on the employee's actual cost, this includes the employee's base salary together with any and all applicable benefits, fringe, overhead and/or allocation costs and expenses, taxes, travel expenses, and related matters.

Vehicles

Fuel, Vehicles, and Vehicle Repair and Maintenance: The Agency's estimate for a given fiscal year will be based upon an FTE share of the total CCSO budgeted cost of these specific items.

Uniforms & Equipment

Uniforms and Equipment: The Agency's estimate for a given fiscal year will be based upon an FTE share of the total CCSO budgeted uniform cost for each fiscal year.

Vests: The Agency will pay its share of vest replacement for employee(s) assigned to the Agency per the current collective bargaining agreement.

All other costs not specifically mentioned herein are calculated at an FTE cost share of the total cost paid by CCSO for a given year.

IV. Estimated FY2024-25 Cost

FY 2024-25 North Clackamas School District School Resource Officer Services

	PERSONNEL		
Position	.75 FTE	Cost	NCSD Share
School Resource Officer	3.00	132,169	396,500
	3.00		396,506
Overtime	3.00	6,449	19,348
Total Personnel Costs (Sa	lary, OT, Fringe, and	l Taxes)	415,854
	VEHICLES		
Description			NCSD Share
Fuel			8,240
Vehicles			15,975
Vehicle Repair and Maintenance			7.78
Total Vehicles Costs			32,004
UNIFORMS.	EQUIPMENT, AND	SERVICES	
Description			NCSD Share
Computers			2,61
Computer Software			1.35
Leases-Copier			38
Leases-Office			39
Telephone and Internet			2,60
Uniforms			1,05
Total Uniforms, Equipment,	and Services Cost	5	8,413
ADMII	NISTRATIVE OVERI	4FAD	
Cost Share of Sheriff's Off			NCSD Share
Indirect Costs			40,462
Total Cost Share of Sheriff	's Office Programs		40,462
Cost Share of County Inter	nal Service Costs		City Share
Cost Allocation - Finance			2,69:
Cost Allocation - Facilities			10,47
Cost Allocation - Utilities			4,17
Cost Allocation - Technology Ser	vices		11.45
Cost Allocation - Public and Gov			1,58:
Cost Allocation - Records Manag			49
Cost Allocation - Human Resour			3.89
Cost Allocation - County Adminis			5
Cost Allocation - County Counse			121
CCOM	7)		25,88
C800			3,85
Liability Insurance			8,65
			5,10
Worker's Compensation			

NORTH CLACKAMAS SCHOOL DISTRICT

BUDGET COST PER FTE FY2024-25 575,177 191,726