

SAFE SCHOOLS/HEALTHY STUDENTS INTERGOVERNMENTAL AGREEMENT

The parties to this agreement (“Parties”) are Tigard-Tualatin School District No. 23J, a school district of the State of Oregon (“District”), and The City of Tigard, a political subdivision of the State of Oregon, acting by and through its Police Department (“Tigard P.D.”). The parties enter into this agreement pursuant to authority granted in ORS Chapter 190 (Intergovernmental Cooperation).

RECITALS

- A.** The District has received a four-year grant, in which the third year has an allocation of \$1,474,947.00, from the United States Department of Education, the Substance Abuse and Mental Health Services Administration, and the United States Health & Human Services Department for the purpose of instituting a Safe Schools/Healthy Students Program (“SS/HS Grant”), called the Tigard Tualatin Alliance for Successful Kids (“TTASK” Force). The TTASK Force is made up of the District and all our agency partners including Washington County, the Department of Human Services, and the cities of Tigard and Tualatin and their respective police departments. The Tigard P.D. has the experience and expertise to help the District implement the program.
- B.** The parties believe that partnership and collaboration are essential to the success of the Program and desire to enter into this Intergovernmental Agreement (“Agreement”) to accomplish this purpose.

AGREEMENT

I. PROGRAM DESCRIPTION

The District and its partners propose an integrated, comprehensive, community-wide, and community-specific plan to address the problems of school violence and alcohol and other drug abuse. This plan is focused on five elements:

- Element 1: Safe school environments and violence prevention activities.
- Element 2: Alcohol and other drug prevention activities.
- Element 3: Student behavioral, social, and emotional supports.
- Element 4: Mental health services.
- Element 5: Early childhood social and emotional learning programs.

The overarching goals of the project are to:

1. Create an inclusive, supportive, respectful school culture and secure environment, so that Tigard-Tualatin students and staff feel physically and emotionally safe.
2. Provide every child with the support and skills to resist alcohol, tobacco, and other drug use.
3. Ensure each student will have the support and skills to be healthy, productive members of the school community.

4. Provide all children with identified mental health needs access to comprehensive services.
5. Ensure children enter school with the social and behavioral skills needed to be successful learners.

The TTASK Force partners are dedicated to improving outcomes for children and their families through building a dynamic community-owned coalition made up of the Tigard-Tualatin School District, the Washington County Juvenile and Conciliation Services, Washington County Commission on Children and Families, Washington County Health and Human Services, the Tigard Police Department, the Tualatin Police Department, and the Department of Human Services. The project will transform the current system by challenging the status quo and taking new and creative approaches to infrastructure development and service delivery.

II. RESPONSIBILITIES OF THE TIGARD P.D.

A. Services to be performed by the Tigard P.D.:

1) Act as a partner in the development and implementation of the project; 2) provide support to the schools in the development of safe, crime free environments; 3) continue to provide youth with positive relationships with law enforcements officers; 4) continue to lead and increase meaningful afterschool program at Fowler Middle School with the use of Boys and Girls Club of America; 5) coordinate, implement, and supervise afterschool activities at Fowler Middle School for a minimum of forty students, for up to thirty weeks (including snacks, field trips, bussing, supplies, and other related programming activities); 6) provide SRO services for up to 5 hours per week for afterschool services at Twality Middle School, 7) provide one session of the GREAT Families program, 8) make certain Tigard P.D. staff and/or subcontracted staff are adequately trained, supervised, and evaluated to ensure students are safe and productive; 9) meet the minimum number of staff as prescribed in the SS/HS grant application (four total staff); and, 10) assist Tigard Schools in the assessment of the adequacy of school safety and crisis plans and development of staff competency in implementation of such plans.

The Tigard P.D. agrees to assign Director-level membership to participate on the *TTASK Force Coordinating Council* to ensure the project results in sustainable, effective, efficient, and flexible systems of support for children and families of our community. The Coordinating Council will meet monthly to address policy, direction, design, and coordination, and provide the Project Director with on-going support in the development, implementation, review, and on-going modification of the program.

The implementation of the project will primarily be accomplished through the *TTASK Force Workgroups*, which will meet a maximum of twice-monthly to accomplish the immediate work of the project. The Tigard P.D. agrees to provide meaningful membership to this group. The coordination and communication of these groups will be a model for the collaboration and community wide outcomes of the TTASK Force.

The Tigard P.D. recognizes that participation by those who will benefit from the programs is essential and endorses the inclusion of the work of the *Family Advisory Council*. In addition, quarterly *Community Forums* will be held to provide an opportunity for the sectors of the

community (faith community, private schools, entities representing the diversity of the community, the business community, etc.) that participated in the project to continue to assist in the development and implementation of its components. The Tigard P.D. agrees to participate in the monthly *Family Advisory Council* and quarterly *Community Forums*.

The Tigard P.D. will provide reports, within 30 days of written requests, of progress towards project goals. These goals are stated in the TTASK logic model and evaluation plan.

B. Compliance with SS/HS Grant. The Tigard P.D. will perform work relative to achieving goals and objectives stated in the TTASK logic model and evaluation plan.

C. Background Checks. The Tigard P.D. will meet the federal requirements of criminal background checks and compliance, and with the District's criminal history verification and fingerprinting requirements at the Tigard P.D.'s expense for all employees who will have unsupervised contact with students as a result of the provision of services under this Agreement. The Tigard P.D. and its contractors will ensure compliance with this requirement by each employee before that employee may begin providing services under this Agreement.

D. Confidentiality. The Tigard P.D. will ensure that its employees and contractors maintain the confidentiality of student information under FERPA and Oregon Student Records Regulations. The Tigard P.D. will work collaboratively with the District to provide information and training on confidentiality to staff and contractors.

E. Invoicing and Payment

- Submit invoices quarterly:
 - September 30 - by the 20th day of the next month
 - December 31 - by the 20th day of the next month
 - March 31 - by the 20th day of the next month
 - June 30 – by the 20th day of the next month
- Summarize all hours, gross salaries and benefits by individual
- Summarize all expenditures by individual
- Payment is made only for services delivered and itemized
- Send invoices attention to: Ray Grosenbach
- Invoices can be transmitted via e-mail, fax, or postal mail
 - Fax No. (503) 431 – 4037
 - E-Mail: rgrosenbach@ttsd.k12.or.us

- Postal mail: Larry Hibbard Administration Center
Attention: Ray Grosenbach
Tigard-Tualatin School District
6960 SW Sandburg St.
Tigard, OR 97223
- The maximum allowed charges against this contract for the period from July 1, 2010 through June 30, 2011 shall be:

The Tigard P.D. = \$76,653

i. Includes:

1. Personnel: Reimbursement will be based on:

- a. quarterly invoices (which reflect monthly activity as documented on the “Safe Schools/Healthy Students: Contracted Services Monthly Report”),
- b. service and participation according to section III of this agreement, and,
- c. according to the scope and purpose of the Tigard Police Department’s vital partnership with the Safe Schools/Healthy Students project.

2. Materials/curriculum/transportation/snacks for students and families/field trips/supplies documented on invoices and/or the “Safe Schools/Healthy Students: Contracted Services Monthly Report” (includes ALL materials and curriculum necessary to execute programs referenced in Section IIA).

ii. ALL other expenditures not referenced in Sections IIIA and IIIB (including use of any subcontractor’s email/technology system and limited office space utilization) are the responsibility of the Tigard Police Department, unless written approval is obtained from the Tigard-Tualatin School District.

F. Audit. The Tigard P.D. agrees to comply with audit requirements of the SS/HS Grant and to provide copies of their annual report and any other reports from agency audits performed during this Agreement.

G. Records. The Tigard P.D. agrees to maintain program and fiscal documentation for services rendered. Such documentation shall be maintained in accordance with applicable federal and state laws and implementing regulations. All program and fiscal documentation is subject to audit. The Tigard P.D. assumes fiscal responsibility for preparation of program and fiscal documentation, supplies and materials.

III. RESPONSIBILITIES OF DISTRICT

A. Services to be performed by The Tigard-Tualatin School District.

1) Provide leadership in the development and implementation of the project; 2) work with partners to improve aspects of the project as it progresses; 3) act as fiscal agent for the project; 4) hire a Project Director and Administrative Assistant; 5) manage and convene meetings of the project Coordinating Council, Community Forums, Family Advisory Council and Operations Work Groups; 6) coordinate the development of necessary Intergovernmental Agreements and Memorandums of Understanding; 7) oversee the evaluation of the project and provide program evaluation data to all partner agencies; 8) hire, support and supervise 3.5 Strategic Tutors; 9) hire, support and supervise 1.0 Effective Behavior and Instructional Support Coach; 10) hire, support and supervise 1.0 Intercambio Activities Coordinator; 11) expand the district's training in cultural competency; 12) assign leadership for the Youth Services Team; 13) purchase, and provide training for adopted violence and drug/alcohol prevention curricula; 14) coordinate community-wide early childhood screening and identification activities; and 15) ensure Tigard-Tualatin District staff are knowledgeable regarding grant-funded programs.

B. Provision of Space and Necessary Materials.

All equipment and materials purchased with TTASK Force grant funds are the property of the district upon termination of contract.

C. Payment.

- Allow ten days after TTSD receives invoice for payment
- Payment will be mailed to: Tigard Police Department
Attn: Tom Imdieke
13125 SW Hall Blvd.
Tigard, OR 97223

IV. GENERAL PROVISIONS.

A. Term. The term shall be July 1, 2010 through June 30, 2011. This agreement must be renewed each year, for a maximum of five years from the original grant award (July 1, 2008) by written agreement of the TTASK Force partners.

B. Termination.

1. Termination for Convenience. This Agreement may be terminated at any time by any party upon thirty (30) days written notice.

2. Termination for Cause; Cure. This Agreement may be terminated for cause by any party by providing thirty (30) days notice of breach of contract to the breaching party. This Agreement will not be terminated if the breaching party cures the breach prior to conclusion of the notice period.

3. Termination for Lack of Funding. This Agreement is contingent upon the availability of adequate funding.

4. Compensation at Termination. In the event of termination, District shall compensate The Tigard P.D. for services performed up to the date of termination.

C. Indemnification. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Tigard P.D. shall indemnify, defend and hold harmless the District from and against all liability, loss, and costs arising out of or resulting from the acts of the Tigard P.D., its officers, employees and agents, including intentional or willful misconduct, in the performance of this agreement, and the District shall indemnify, defend and hold harmless the Tigard P.D. from and against all liability, loss, and costs arising out of or resulting from the acts of the District, its officers, employees and agents, including intentional or willful misconduct, in the performance of this agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. The term “costs” as used in this indemnification section shall include attorney fees at arbitration, mediation, trial or on appeal.

D. Insurance. The Tigard P.D. and District agree to each maintain insurance or self insurance consistent with provisions of the Oregon Tort Claims Act, ORS 30.270 and customary for public agencies of the same size and type.

E. Adherence to Law. Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

F. Non-discrimination. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

G. Access to Records. Each party shall have access to the books, documents and various records of the other party which are related to this agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.

H. Subcontracts and Assignment. No party will further subcontract or assign any part of this agreement without the written consent of the other party. All TTASK Force partners that plan on subcontracting services must adhere to regulations specified in Section 80.36 in EDGAR.

I. This is the entire agreement. This Agreement constitutes the entire and integrated agreement between the Parties and may be modified or amended only by the written agreement of the Parties.

DATE: _____

TIGARD-TUALATIN SCHOOL DISTRICT NO.
23J

By: _____
Rob Saxton
Superintendent

DATE: _____

CITY OF TIGARD

By: _____
Craig Prosser
City Manager