



# Gresham-Barlow School District No. 10Jt

Ken Noah, Superintendent

1331 NW Eastman Parkway, Gresham, Or 97030 • PHONE 503-618-2450 • FAX 503-661-1589

## SCHOOL RESOURCE OFFICER CONTRACT

This is an Agreement between Gresham-Barlow School District (District) and Multnomah County Sheriff's Office (MCSO), pursuant to authority granted in ORS Chapter 190.

### PURPOSE:

The purpose of this Agreement is for MCSO to provide a deputy to perform the duties of School Resource Officer (SRO) to the District.

The parties agree as follows:

#### 1. TERM:

The term of this Agreement shall be from September 1, 2005 and will continue until terminated as outlined in section 4 below.

#### 2. RESPONSIBILITIES OF DISTRICT:

- a. The District further agrees to provide office space for the SRO within the confines of Sam Barlow High School.
- b. The District further agrees to compensate MCSO for the provision of the SRO at the rate equal to the daily (8 hour) salary of the deputy performing the functions of SRO, multiplied by the number days in the school year. This rate will be adjusted annually based on changes in the deputy's salary. Such adjustments shall be submitted in writing by MCSO and are subject to approval by the District.

*The compensation for the initial year of this contract is as follows:*

SRO Daily Salary	X Number of School Days	Total Compensation 2005-06 School Year
\$363.94	174	\$63,325.56

- c. The District agrees to pay MCSO within thirty days of billing.

#### 3. RESPONSIBILITIES OF MCSO:

The MCSO agrees to provide a deputy sheriff to function in the role of SRO. The role of the SRO shall include, but will not be limited to, providing law enforcement services, teaching and counseling the student body in the area of public safety,

and establishing programs that promote crime prevention and early intervention. When the SRO is not present, a regular MCSO Deputy may be called to handle an investigation unless it may be handled upon return of the SRO.

**4. TERMINATION:**

This Agreement may be terminated by either party upon 30 days written notice.

**5. IDEMNIFICATION:**

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, MCSO 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 MCSO, its officers, employees and agents in the performance of this Agreement.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 the District shall indemnify, defend and hold harmless MCSO from and against all liability, loss and costs arising out of or resulting from the acts of the District, its officers, employees and agents in the performance of this Agreement.

**6. INSURANCE:**

Each party (District and MCSO) shall be responsible for providing worker's compensation insurance for its employees as required by law. The SRO shall be an employee of MCSO. Neither party shall be required to provide or show proof of any other insurance coverage.

**7. ADHERENCE TO LAW:**

Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.

**8. NON-DISCRIMINATION:**

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

**9. ACCESS TO RECORDS:**

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

**10. SUBCONTRACTS AND ASSIGNMENT:**

Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.

**11. THIS IS THE ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the last date written below.

GRESHAM-BARLOW SCHOOL DISTRICT

By: 

Date: 9-21-05

Ken Noah, Superintendent

Print name and title

MULTNOMAH COUNTY

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

MULTNOMAH COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

REVIEWED:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Counsel for Multnomah County

\_\_\_\_\_  
Print name and title

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attorney for the School District

\_\_\_\_\_  
Print name and title