

**AGREEMENT BETWEEN
CITY OF PHOENIX AND PHOENIX-TALENT SCHOOLS
REGARDING SCHOOL RESOURCE OFFICER
FOR
2024/2025**

School Resource Officer Program

This Agreement is entered into by and between the Phoenix-Talent Schools (herein referred to as the "**District**"), and the City of Phoenix (herein referred to as the "**City**");

Goal and objectives of the Agreement include:

1. The Purpose of the 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.
2. The District and the City desire to provide policing and community oriented services to the Phoenix High School located within the jurisdictional boundaries of the City of Phoenix, Oregon.
3. The District and the City recognize the potential for outstanding benefits of the School Resource Officer (SRO) Program to the citizens of the Phoenix-Talent School District and particularly to the students and faculty of Phoenix High School.
4. It is in the best interest of the District and the City, and the citizens within the boundaries of the Phoenix-Talent School District 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:

ARTICLE I

Term; Roles and Responsibilities

The term of this Agreement is for the 2024-25 school year, which is currently scheduled to begin on August 20, 2024 and continue through June 11, 2025; provided that the school dates are subject to change by District for unforeseen circumstances. During the term of this Agreement, the City will be responsible for the roles and responsibilities outlined below as they pertain to the School Resource Officer Program:

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1. Establishing a School Resource Officer (SRO) Program for Phoenix High School, the costs of which are to be shared between City and District as further described below. Such costs shall include salary and benefits for the SRO and all of the law enforcement equipment required to perform the duties of a police officer.
2. Engage in information sharing with the District and the High School Administrative Team 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.

ARTICLE II

Rights and Duties of the City

The City shall provide a School Resource Officer (SRO) as follows:

1. The City shall assign one regularly employed police officer to Phoenix High School located at 745 N. Rose Street, Phoenix, Oregon.
2. The City shall assign the duties and supervision of the SRO to the Chief of Police, or his designee, who shall perform scheduled and non-scheduled visits to the school for the purpose of evaluating the performance of the SRO.
3. Regular Duty Hours of the SRO shall be as follows:
 - a. The SRO shall be assigned to the school on a full-time eight- (8) hour basis on those days and during those hours that the school is in regular session. The SRO shall further be responsible for law enforcement coverage at after-school activities such as football games, basketball games, dances, etc. The SRO will assist in coordinating the activities and assignments of other law enforcement personnel (reserve police officers) at these activities.
 - b. When school is closed due to in-service training, the SRO will perform patrol functions, unless otherwise specified by the Police Chief or designee.
 - c. During extended non-school periods, the SRO will be assigned to other non-school law enforcement duties as needed by the Chief of Police or designee.
 - d. The SRO will make every effort to schedule time off for vacations and floating holidays during periods when school is not in session.
 - e. The District will be consulted regarding any requests by the SRO for time off during periods that school is in session. Requests shall be submitted in a timely manner unless the request is an emergency such as illness of the SRO or a family member, injury or death. The SRO also must notify District of the SRO's absence in emergency situations.

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- f. The 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, Obligations and Procedures of the SRO:

The 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 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. 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.
- f. Assist other law enforcement personnel in conducting investigations involving students or employees of the District when requested and required to do so.
- g. Obtain prior permission, advice and guidance from school administrators before enacting any program within the school.
- h. 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.
- i. Be thoroughly familiar with District policies and regulations related to safety and student conduct and discipline issues, including the District's Code of Conduct.
- j. Assist the District, its administrators, faculty and staff with violations of such policies as requested by District administrative personnel. However, the SRO shall not be expected to, or asked, to detain or take into physical custody any student or

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other individual who has only violated a District policy or the District's Code of Conduct. It shall be understood and agreed upon that the SRO, as a law enforcement officer, 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. The SRO shall not be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a temporary problem or emergency, the SRO may assist the school, if the SRO's duties permit, until the problem is resolved.

- k. Be familiar with and abide by all relevant District policies and regulations while on District property.
- l. 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.
- m. Coordinate efforts with campus supervisory personnel, i.e. student managers, campus supervisors, hall monitors, parking attendants and building security personnel.
- n. Maintain detailed, accurate and up to date records as required by the City 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 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. The SRO may refer students to such agencies, when necessary, thereby acting as a resource person to the students, staff faculty, parents and administration. The SRO 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 high school.
- 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 Phoenix Police Department and SRO acknowledge and agree that student education records are subject to the provisions of the Family Educational

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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 Phoenix 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

The District shall provide the SRO 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 SRO to successfully accomplish his assigned task. The SRO 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 his 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 use of the 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

1. The City shall be responsible for paying the SRO's salary and benefit package and supplying all law enforcement equipment to SRO. District will reimburse the City in the amount of one-half the SRO's salary and benefits for those days the SRO is on duty and children are attending school [i.e. SRO salary per day multiplied by 176 (approximate) days divided by two].

ARTICLE V

Evaluation and Future Funding

Prior to June 30 of the current year of agreement, the parties shall meet to evaluate the effectiveness of the School Resource Officer (SRO) Program and consider whether modifications to the program are necessary or advisable to accomplish its purpose prior to the succeeding school year. The parties agree to cooperate and negotiate in good faith in fulfilling the intent of the parties concerning continuation of the program. The determination of future funding availability for the SRO program will be the responsibility of the City, and largely based on the City's ability to otherwise maintain or increase the current levels of police officer staffing to serve the citizens of Phoenix.

ARTICLE VI

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 VII

Employment Status of School Resource Officer

The School Resource Officer shall remain at all times an employee of the City and shall not be an employee of the Phoenix-Talent School District. The City shall be responsible for paying all salary and other compensation to the SRO and shall be responsible for providing workers compensation to SRO. The District and the City acknowledge that the School Resource Officer is a law enforcement officer who shall uphold the law under the direct supervision and control of the Phoenix Police Department. The School Resource Officer shall remain responsive to the chain of command of the Phoenix Police Department.

The School Resource Officer shall be accountable to the District Superintendent or his/her designee (i.e. high 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 the SRO, to the Chief of Police or his 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 his/her designee, and the District Superintendent, or his/her designee, shall meet annually prior to the SRO's anniversary date of assignment to complete a performance evaluation.

ARTICLE VIII

Qualifications of the School Resource Officer

1. The School Resource Officer must meet all of the following requirements and perform in accordance with the attached position description:
 - a. Must be a volunteer for the position of School Resource Officer.
 - b. Must indicate a willingness to hold the position for a minimum of three (3) years.
 - c. Must be a full-time permanent certified police officer with the Phoenix Police Department with a preferred minimum of three (3) years law enforcement experience.
 - d. Must have maintained the requirements necessary for employment as a police officer with the Phoenix Police Department and State of Oregon.
 - e. 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 not schedule time off or vacations during the periods when school is in session.
 - f. Among additional criteria for consideration for the position of School Resource Officer 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.
 - g. When it becomes necessary to replace the School Resource Officer due to transfer, promotion, resignation or other causes, the Chief of Police or his designee shall notify the District of the impending vacancy within five (5) working days of becoming aware of such pending vacancy.

ARTICLE IX

Termination of Agreement

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

ARTICLE X

Dismissal or Replacement of the School Resource Officer

1. In the event that the District believes the School Resource Officer is not effectively performing his/her duties and responsibilities, the District shall recommend to the Chief of Police, or his designee, that the School Resource Officer be removed from the program, and shall state the reasons in writing. The Chief of Police, or his designee, shall formally meet with the School Resource Officer 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 School Resource Officer shall be removed from the program.

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2. The District may terminate this agreement without prior notice or demand the immediate removal and replacement of the SRO based upon acts of flagrant misconduct by the SRO.
3. The Chief of Police may dismiss or reassign the School Resource Officer based upon violation of departmental rules, regulations, and/or departmental directives, or when it is in the best interest of the Phoenix Police Department to do so in emergency situations.
4. In the event of resignation, dismissal or reassignment of the School Resource Officer, or in the case of long-term absences by the SRO, the Police Department will attempt to provide a temporary replacement of the School Resource Officer within thirty (30) days of receiving notice of such absence. A permanent replacement for the School Resource Officer shall be attempted to be made as soon as practical.
5. The School Resource Officer may be transferred from his/her position, for administrative reasons, during the school year at the discretion of the Chief of Police. The SRO may request transfer to another position at the end of the school year, and said request must be in writing. Transfer decisions shall be made at the discretion of the Chief of Police.

ARTICLE XI

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 XII

Modification

This document 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 XIII

Non-Assignment

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

ARTICLE XIV

Merger

This agreement constitutes a final written expression of all terms and conditions of this agreement and is a complete and exclusive statement of these forms.

ARTICLE XV

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 Phoenix Police Department shall be included as additional insured on the District's policy, and the District shall be included as additional insured on the Phoenix Police Department'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 XVI

Effective Date

This agreement is effective upon the date of the last party to sign.

By: _____
Michael Campbell, Board Chair
Phoenix-Talent Schools

Date: _____

By: _____
Brent Barry, Superintendent
Phoenix-Talent Schools

Date: _____

By: _____
Kalin Cross, Principal, Phoenix High School

Date: _____

By: _____
Eric Swanson, City Manager, City of Phoenix

Date: _____