

INTERGOVERNMENTAL AGREEMENT
David Douglas School District, Multnomah County and City of Portland

The parties to this agreement ("Parties") are School District No. 40, Multnomah County Oregon, a school district of the State of Oregon ("District"), Multnomah County, acting by and through its Department of School and Community Partnerships ("County"), and the City of Portland acting by and through its Bureau of Parks and Recreation ("City"). The parties enter into this agreement pursuant to authority granted in ORS Chapter 190 (Intergovernmental Cooperation).

TERM OF AGREEMENT AND RENEWAL

The initial Agreement term shall be July 1, 2009 through June 30, 2012. This agreement may be renewed for additional three-year terms by written agreement of the Parties. Changes require amendment of this IGA.

RECITALS

- A. The purpose of this agreement is to describe and implement a partnership in order to fulfill a shared vision for all three Parties for the SUN Service System (as set forth in the School Age Policy Framework). The purpose of the IGA is to develop a formalized relationship among the Parties in order to link academic programs with enrichment, social and support services to ensure that every child in the District has access to services that will enhance his/her educational success. The goal of the Parties is to provide each child with the maximum opportunity to succeed in school regardless of their social or economic background.
- B. The parties believe that partnership and collaboration are essential to the success of the SUN Service System (SUN SS), and commit to work collaboratively together to achieve their shared vision of an integrated educational, social and health service delivery system. To this end, the Parties are committed to creating and supporting a shared vision, common goals, and a clear communication structure as set forth in this agreement.

AGREEMENT

- 1. **PROGRAM DESCRIPTION.** The SUN SS is a service delivery framework that includes school-based and school-linked services. For the purpose of this agreement, "school-based services" are those services housed and provided at school sites, and "school-linked services" are those coordinated with the District, but may be provided at community sites other than schools. The SUN SS is described in further detail in the SUN Service System Program Model. SUN SS includes the following school based programs:

- 1.1 SUN Community Schools (SUN CS).** The purpose of SUN CS is to retain and support students by using the school as a community center and service delivery site before and after school, evenings, on weekends and during the summer. The SUN CS Lead Agency is the non-school entity that works with the principal and other school leadership at a given SUN CS school site to develop a collaborative partnership and deliver SUN CS services. Generally the SUN CS Lead Agency is a private non-profit provider under contract with the County; at some of the sites services are provided directly by City staff. The SUN CS Site Manager is the staff member employed by the SUN CS Lead Agency to administer the program at a specific site.

SUN CS core service categories include:

- Academic Support and Skill Development (for youth and adults)
- Family Engagement/Involvement

- Community and Business Involvement
- Service Integration (including linkages to bring in health, mental health and social services to meet the schools' needs)
- Site Management

All SUN CS services are to be linked with the school day and are planned and delivered in a close collaboration between the school principal, school staff and the SUN CS Site Manager. SUN CS services are delivered on a 12-month schedule.

The Parties agree that SUN CS is not a special education program and special education services will not be provided.

2. RESPONSIBILITIES OF ALL PARTIES. The Parties mutually agree as follows:

2.1 Collaboration and Coordination of Programs and Resources. The Parties agree to work collaboratively to implement and support the SUN SS comprehensive school-based services (including the SUN CS model) in designated schools. This includes implementing SUN CS in an aligned model; participating in service siting decisions; and participating in the selection, monitoring, and evaluation of non-profit contractors. Coordination of services and available funding among the parties will enhance the implementation of the SUN SS in the most cost-effective manner. The Parties agree to discuss these issues at all levels to ensure the best, most cost-effective service delivery.

2.2 Recognition of Partnership. The Parties agree to publicly recognize all partners for the funding, resources and SUN SS services they provide. This includes incorporating the appropriate logos on communications materials.

2.3 SUN SS School Districts Council. The Parties agree to create and appoint staff members to the SUN SS School Districts Council, which will meet five or six times a year to share information, address challenges, and provide guidance for system development and service integration.

2.4 Appropriation of Funds. Each party recognizes that the other parties to this Agreement are public bodies subject to the State of Oregon Local Budget Law (ORS Chapter 294). Each party's obligations and promises under this Agreement are therefore subject to the annual appropriation of funds by each party's respective governing body. Failure of a party to comply with the terms and conditions of this Agreement shall not be considered a breach of this Agreement if such failure is based upon a funding decision made by its governing body pursuant to the local budget process. The Parties agree to meet and confer regarding any proposed funding changes that would effect delivery of SUN SS services under this Agreement, and agree to make good faith efforts to amend this Agreement to address such funding changes in a manner that best accomplishes the purposes of SUN SS as described above.

2.5 Participate in Program Evaluation. The parties will participate in development and revision of a SUN SS Evaluation Plan. The Parties will establish performance indicators and reporting requirements on an annual basis and agree to comply with such requirements. At a minimum, the evaluation plan will include summative performance indicators, but it may also include evaluation activities of a formative nature.

2.6 SUN SS School-Based Service Locations and Providers. The Parties agree on the list of SUN Service System School-Based Service Locations and Providers attached as Attachment A.

3. RESPONSIBILITIES OF DISTRICT. The District agrees as follows:

3.1 Appointment of District Liaison; Responsibilities. The Superintendent will designate a senior level leader to act as the District Liaison to supervise the District's participation in SUN SS ("District Liaison"). The District Liaison may designate additional District Liaisons as s/he deems necessary for specific programs or locations. The District Liaison or designee will:

- a. Be the primary District contact for SUN SS and be responsible for maintaining communications with County SUN SS Manager and City Liaison, staff, and other service providers in order to implement SUN SS.
- b. Be the designated District recipient of any written notice from the other parties under this Agreement including requests for locating services or sharing data; information related to this IGA; and evaluation and monitoring reports.
- c. Represent the District on the SUN SS School Districts Council.
- d. Provide notice of District and individual school policies to SUN SS staff.
- e. Work with the County SUN SS Manager, City Liaison and school principals and staff to identify and allocate District and school resources to enhance and facilitate coordination with SUN SS programs.
- f. Notify the City or County of unsatisfactory performance by any staff person or subcontracted SUN CS Lead Agency and support the City or County's investigation and resolution of the performance issues. The District will not be considered a co-employer of any City, County, or County Subcontractor staff person, and the County and City agree that they will not make any allegations to the contrary in the prosecution or defense of any suit or other claim or proceeding regarding such staff person.

3.2 Use of School Facilities. The District will provide access to school facilities for SUN SS programs pursuant to the District's Use of Buildings policy, attached as Attachment B and incorporated by reference herein. SUN SS programs will be given priority over other users pursuant to this Policy. The District will not charge SUN SS programs any rent or other user fee for use of its facilities.

3.3 Transportation. Include SUN Community Schools (SUN CS) in state reimbursed transportation for students attending extended-day programs. The District shall coordinate and pay for all state-reimbursable transportation for SUN CS. Individual SUN CS lead agencies will reimburse the district 30% of transportation costs on a schedule determined by the District. Any transportation not reimbursable by the state will be billed to the SUN CS lead agency at 100% of cost.

3.4 Protocols for Partnership. The District will develop a protocol for agencies and organizations not affiliated with SUN SS or SUN CS to enter into partnership with the District and align with existing services and the school improvement plans. The SUN CS Site Manager will act as coordinator for collaboration and integration of all extended-day activities and partners within a school building. The District will require that other agencies link with the SUN CS Site Manager.

In SUN CS sites where the district is required to provide Supplemental Education Services (SES) as set forth in the provisions in NCLB, Title I, Part A, Subpart 1, Sec.116, the District will follow the General and Supplemental Education Services (SES) Protocols that are part of the example SUN CS Program Instructions attached as Attachment E.

3.5 Information and Communication. The District will:

- a. Provide to the County annual demographic and academic data on individual schools and students receiving the SUN SS school-based services. The parties will define the specific data to be provided and agree to a distribution timeline. This data constitutes education records under the Family Education Rights and Privacy Act, 20 USC § 1232g ("FERPA"), and Oregon state regulations regarding education records, OAR 581-021-0220 to 581-021-0440 ("Oregon Student Records Regulations") Note: the District cannot provide free and reduced lunch information for individual students, but can provide summary data, as long as the data does not reveal any personally identifiable information.
- b. Permit the City and County to distribute SUN SS promotional materials at all District facilities without the need to seek District approval for distribution. SUN SS programs will be responsible for transporting the materials to the schools, without use of the District's internal mail system. The District will not be responsible for paying for any such materials.
- c. Include the SUN CS site managers in any public involvement aspect of the principal selection process.

3.6 Provision of Additional Information by District. At the County or City's written request, the District will provide additional information or data as needed to satisfy other reporting requirements or Partner needs. The District will provide such information within 30 days of the date of the County or City's written request.

3.7 Final Authority of Principals. The Principal of each school will make the final decision regarding the formation, continuation, nature and type of SUN SS programs that will be provided at the school.

3.8 Obligations of District Principals at Each School Site. District principals of schools receiving SUN CS services will:

- a. Enter into a collaboration agreement with the County or City at the beginning of each school year. The form SUN SS School-Based Services Collaboration Agreement is attached as Attachment C and incorporated by reference herein.
- b. Provide access to school sites and space necessary for SUN CS to perform their work. The principal will not charge SUN SS programs any fee or charge for access or use of these school facilities.
- c. Coordinate the provision of SUN CS services provided at the school with the SUN CS Lead Agency. Joint management includes participation of the principal in the following:
 - i. Selection process for the SUN CS site manager, as appropriate within Lead Agency human resources policies and rules.
 - ii. Establishment of a SUN CS advisory body.
 - iii. Cooperative development of an annual plan aligned with the school improvement plan.
 - iv. Ongoing operational functions, including but not limited to SUN CS use of facilities.
 - v. Development of partnerships with businesses.

- vi. Provision of leadership in linking the school day with the extended day.
- d. Include SUN CS site managers in appropriate school communications, including written and e-mail communications. The principal will provide a school mailbox for SUN SS program staff.
- e. Provide demographic and academic data on individual students when the data cannot be provided by the District. Specific data items are listed in the SUN CS Release of Information ("Release"), attached as Attachment D and incorporated by reference herein. This data constitutes education records under FERPA, and Oregon Student Records Regulations.
- f. Collaborate with SUN CS on general recruitment of students in a manner that ensures that students in need of assistance are referred to appropriate services and encouraged to attend.
- g. Identify low-achieving and at-risk students and provide general data necessary for the SUN SS staff to recruit them, serve them, and monitor their progress. Provision of specific, individually identifiable information (as detailed in the Release of Information) is conditioned on compliance with the FERPA and Oregon Student Records Regulations. Before the District will release such information, the Release must be signed by the appropriate parent or guardian and be on file with the District.

Note: For the purposes of this agreement, an "at risk student" is one that has one or more of the following characteristics: performing below benchmark, not performing at grade level, chronic absence, behavior issues, homeless, ESL, living in poverty (receiving free or reduced lunch), or other challenging situations or characteristics that may apply.

- h. Participate at the school level in SUN SS evaluation and cooperate in the collection and distribution of information related to assessment as specified in this Agreement.
- i. Bring issues or concerns directly to the school-based staff first for resolution in accordance with District, County, and City practice. If the principal and school-based staff cannot resolve such issues or concerns, the principal should bring the issues to the attention of the Lead Agency, County SS liaisons and the District SUN SS Liaison.

3.9 Funding for District Services. The District will pay the County the amount of \$21,000, upon receipt of invoice(s) to support of the provision of evaluation and technical assistance services at five grant-funded SUN CS sites. The sites are Mill Park, Gilbert Heights, Ron Russell, Floyd Light and Fir Ridge. The funding total represents \$4,200 for each school. The evaluation and technical assistance activities are described in the 21CCLC grant proposal.

4. RESPONSIBILITIES OF COUNTY. The County is the primary service provider under SUN SS. The County agrees as follows:

4.1 Delivery of Services. On the part of the County, SUN SS includes services delivered or contracted by the Department of County Human Services SUN Service System ("SUN") and Mental Health Divisions, Health Department and Library. The SUN Division will take the lead in implementing the SUN SS. This specific agreement addresses those services delivered or contracted by SUN.

4.2 Appointment of SUN Service System Coordinator. The County will designate the SUN Service System Manager (“SUN SS Manager”) to act as the primary contact at the County for the District and the City. The SUN SS Manager may designate additional system-wide liaisons to the District.

4.3 Responsibilities of SUN SS Manager. The SUN SS Manager or designee will:

- a. Be the primary County contact for SUN SS and will be responsible for maintaining communications with District and City Liaisons, staff, and other service providers in order to implement SUN SS.
- b. Be the designated County recipient of any written notice from the other parties under this Agreement.
- c. Represent the County on the SUN SS School Districts Council established pursuant to Section 2.3 of this Agreement. The SUN SS Manager will also be responsible for convening and staffing the SUN SS School Districts Council.
- d. Work with the District and City Liaisons and school principals and staff to identify and allocate County resources to enhance and facilitate coordination with SUN SS and District programs.
- e. Notify the District or City of unsatisfactory performance by any staff person. Receive and respond to notice from the District or City of unsatisfactory performance by any County staff person or subcontracted SUN CS Lead Agency. The SUN SS Manager will consult with District staff, school administrators, area directors, and SUN SS Liaisons. If the SUN CS Lead Agency is the City, the County will notify the City and include the City in the resolution of issues.

4.4 Requests to Place SUN SS Services. The County will provide notice of intent to place SUN SS services or staff in school to the District prior to placement and distribute contact information for programs and staff with building assignments and time commitments. The County acknowledges that the District retains final authority over building use, including the placement of services in its schools.

4.5 Provision of SUN SS Services. Except as otherwise provided in this Agreement, the County agrees to provide SUN SS services, including SUN CS at designated schools using County staff or pursuant to a County contract with a private non-profit provider.

- a. The County will ensure that the following activities occur as part of services it delivers or contracts for as part of the SUN Service System:
 - i. For SUN Community Schools, comply with the example SUN CS Program Instructions attached as Attachment E.
 - ii. In SUN CS sites where the district is required to provide Supplemental Education Services (SES) as set forth in the provisions in NCLB, Title I, Part A, Subpart 1, Sec.116, the County will follow the General and Supplemental Education Services (SES) Protocols included in the SUN CS Program Instructions attached as Attachment E.
 - iii. Collect, maintain, and provide access to copies to the school of the executed Release of Information attached as Attachment D from the parent or guardian of all students participating in the SUN SS program.

- iv. Comply with the District's Criminal History Verification requirements. The County and its contractors will ensure compliance with this requirement by each employee before that employee may begin providing services under this Agreement.
- v. Ensure for any outside program operating under the auspices of SUN Community Schools in the school (i.e. subcontractors or partnering organizations), that the program is in compliance with the District's Criminal History Verification requirements at the outside program's expense. The County will encourage contractors to develop Memoranda of Understanding with partners that include this requirement.
- vi. Comply with Attachment B when scheduling use of District facilities.
- vii. Develop SUN CS annual plans in conjunction with the school principal and advisory body.
- viii. Comply with the performance indicators established by the Parties pursuant to subsection 2.5 of this Agreement.
- ix. Require that all staff that obtain or learn confidential information while providing services under this Agreement not disclose such information to third parties unless parent/guardian written consent has been obtained. Confidential information includes, but is not limited to confidential student information under FERPA and Oregon Student Records Regulations.
- x. Adopt and implement behavioral expectations and discipline protocols that represent best practice and share such expectations and protocols with parent(s) and/or guardian(s) at the time of registration, prior to participation. This includes using the County required behavioral language in all registration materials.
- xi. Have safety plans in place prior to the start of programming. Copies will be made available to the District upon request.
- xii. Provide the following information to school principals:
 - a. Access to Parent Release of Information forms.
 - b. A list and schedule of students served and their SUN CS activity schedule.
 - c. A list of instructors indicating which are district staff, which are paid employees and which have successfully completed Criminal History Verification.
 - d. A list of the schedule of classes including the instructor and location.

4.6 Collaboration Agreement. The County will enter into a SUN SS School-Based Services Collaboration Agreement pursuant to Attachment C with the principal of each school at which a SUN SS program is located at the beginning of each school year.

4.7 Provision of Additional Information by County. At the District's written request, the County will provide additional information or data as needed to satisfy other reporting requirements or District needs. The County will provide such information within 30 days of the date of the District's written request.

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

5. RESPONSIBILITIES OF CITY. The City is a service provider of SUN CS services within the SUN SS. As such, the City agrees to:

5.1 Appointment of City Liaison. The City will designate the Manager, Workforce & Community Alliances (“City Liaison”) to act as the primary contact at the City for the District and the County. In his/her absence, the City Liaison will designate the Citywide Collaborative Services Manager as the alternate system-wide liaison. The City Liaison may also designate additional system-wide liaisons to the District and the County. The City SUN CS Supervisor will act as primary contact for SUN CS for individual schools.

5.2 Responsibilities of City Liaison. The City Liaison or designee will:

- a. Be the primary City contact for SUN SS and will be responsible for maintaining communications with District and County Liaisons, staff, and other service providers in order to implement SUN SS.
- b. Be the designated City recipient of any written notice from the other parties under this Agreement.
- c. Represent the City on the SUN SS School Districts Council established pursuant to Section 2.3 of this Agreement.
- d. Work with the District and County Liaisons and school principals and staff to identify and allocate City resources to enhance and facilitate coordination with SUN SS and District programs.
- e. Notify the District or County of unsatisfactory performance by any staff person. Receive and respond to notice from the District or County of unsatisfactory performance by any City staff person. The City Liaison will consult with District staff, school administrators and SUN SS Liaisons.

5.3 Requests to Place SUN SS Services. The City will provide notice of intent to place SUN SS services or staff in school to the District prior to placement and distribute contact information for programs and staff with building assignments and time commitments. The City acknowledges that the District retains final authority over building use, including the placement of services in its schools.

5.4 Provision of SUN CS Services. The City agrees to provide SUN CS services at designated schools using City staff.

- a. The City will require its staff to:
 - i. Comply with the example SUN CS Program Instructions attached as Attachment E.
 - ii. Collect, maintain, and provide access to copies to school of the executed Release of Information attached as Attachment D from the parent or guardian of all students participating in the SUN SS program.
 - iii. Comply with the District's Criminal History Verification requirements. The City and its contractors will ensure compliance with this requirement by

each employee before that employee may begin providing services under this Agreement.

- iv. Ensure for any outside program operating under the auspices of SUN Community Schools in the school (i.e. subcontractors or partnering organizations), that the program is in compliance with the District's Criminal History Verification requirements at the outside program's expense. The County will encourage contractors to develop Memoranda of Understanding with partners that include this requirement.
- v. Comply with Attachment B when scheduling use of District facilities.
- vi. Develop SUN CS annual plans in conjunction with the school principal and advisory body.
- vii. Comply with the performance indicators established by the Parties pursuant to subsection 2.5 of this Agreement.
- viii. Require that all staff that obtain or learn confidential information while providing services under this Agreement not disclose such information to third parties unless parent/guardian written consent has been obtained. Confidential information includes, but is not limited to confidential student information under FERPA and Oregon Student Records Regulations.
- ix. Adopt and implement behavioral expectations and discipline protocols that represent best practice and share such expectations and protocols with parent(s) and/or guardian(s) at the time of registration, prior to participation.
- x. Have safety plans in place prior to the start of programming. Copies will be made available to the District upon request.
- xi. Provide the following information to school principals at the beginning of each session of programming:
 - a. Access to Parent Release of Information forms.
 - b. A list and schedule of students served and their SUN CS activity schedule.
 - c. A list of instructors indicating which are district staff, which are paid employees and which have successfully completed Criminal History Verification.
 - d. A list of the schedule of classes including the instructor and location.

5.5 Collaboration Agreement. The City will enter into a SUN SS School-Based Services Collaboration Agreement pursuant to Attachment C with the principal of each school at which a SUN SS program is located and County staff at the beginning of each school year.

5.6 Provision of Additional Information by City. At the District's written request, the City will provide additional information or data as needed to satisfy other reporting requirements or District needs. The City will provide such information within 30 days of the date of the District's written request.

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

6. GENERAL PROVISIONS.

6.1 Term. The term shall be July 1, 2009 through June 30, 2012. This agreement may be renewed for additional three-year terms by written agreement of the Parties.

6.2 Termination.

- a. This Agreement may be terminated at any time by any party upon ninety (90) days written notice.
- b. 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.

6.3 Indemnification. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, all parties shall indemnify, defend and hold harmless each other from and against all liability, loss and costs arising out of or resulting from the acts of County, City, District and their officers, employees and agents in the performance of this agreement.

6.4 Insurance. The City, County and District are each self-insured in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.270. The parties agree to comply with this statute for the term of this agreement.

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

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

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

6.8 Subcontracts and Assignment. Authorization is hereby given for the County to subcontract with the SUN CS Lead Agency subcontractors as stipulated in Attachment G. No party will further subcontract or assign any part of this agreement without the written consent of the other parties.

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. This agreement consists of this Intergovernmental Agreement document and Attachment A (SUN Service System School-Based Service Locations and Providers 2009-10), Attachment B (Use of Buildings for SUN Community Schools), Attachment C (SUN Service System School-Based Services Collaboration Agreement), Attachment D (SUN CS Release of Information Language), Attachment E (Example SUN Service System Program Instructions – SUN Community Schools). Any conflict in the contract documents shall be resolved in the priority listed above with this contract taking precedence over the other documents.

Signature Lines

MULTNOMAH COUNTY

APPROVED AS TO FORM

COUNTY ATTORNEY

CITY OF PORTLAND

Commissioner of Portland Parks & Recreation Date

By _____

Auditor

APPROVED AS TO FORM

CITY ATTORNEY

DAVID DOUGLAS SCHOOL DISTRICT

Barbara Rommel, Superintendent

