AGREEMENT BETWEEN THE CITY OF SEQUIM
and
SEQUIM SCHOOL DISTRICT #323
for
A SCHOOL RESOURCE OFFICER

THIS AGREEMENT is made and entered into this 16th day of December, 2016 by and between Sequim School District #323 (hereinafter referred to as "School District") and the City of Sequim (hereinafter referred to as "City").

WHEREAS, the School District and the City agree that it is in the best interest of both parties to assign a School Resource Officer to the School District; and

WHEREAS, the School District agrees to share the cost of and provide facilities for the aforementioned School Resource Officer;

NOW, THEREFORE, the parties hereby mutually agree as follows:

I.

The Sequim Police Department (hereinafter referred to as "Department") will assign one regularly employed Sequim police officer to serve as a School Resource Officer (hereinafter referred to as "SRO") to the School District's schools within the corporate limits of the City of Sequim. This SRO will provide a uniformed presence at schools in the city of Sequim to promote safety and serve as a positive resource to the School District and surrounding neighborhoods. The SRO, in his or her capacity as a police officer, will patrol the assigned schools and surrounding neighborhoods in order to identify, investigate, deter, and attempt to prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities. In addition, the SRO will provide students, parents, teachers, administrators and neighborhood residents with information, support, and problem-solving mediation and facilitation.

II.

The SRO shall at all times remain an employee of the City and not an employee of the School District. The City shall be responsible for all payroll-related matters, including but not limited to federal income tax withholding, FICA, Department of Retirement Systems contributions, workers compensation coverage, unemployment coverage, and other related payroll responsibilities. The SRO shall be responsive to the supervision and chain of command of the Department which shall be responsible for his/her hiring, training, and discipline. The Department has the obligation and right to direct and control the SRO as to how he or she goes about performing his or her duties on a day to day basis.

Any allegation of improper conduct by an SRO should be referred to the SRO's immediate Department supervisor or directly to the Chief of Police.

The SRO will be assigned to the School District on a seventy-five percent (75%) of a full-time, forty (40) hour work-week during the school year, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as determined by the City.

Scheduling for the SRO while school is in session will be determined by mutual agreement of the School District Superintendent or designee, the SRO, and the SRO's Department supervisor or designee. The SRO will not take vacation while school is in session unless approved by his/her Department supervisor or designee as provided for in the Department's labor agreement. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO will work on assignments as mutually determined by the School District Superintendent or designee, the SRO, and the SRO's Department supervisor or designee.

Overtime hours for the SRO must be authorized and approved by the Department supervisor or designee prior to the performance of the overtime work and will be paid in accordance with established Department policies and procedures and shall not be paid for by the School District.

Nothing in this Agreement prevents the School District from hiring off-duty City of Sequim police officers to provide security at sporting events or other special events. The terms of this Agreement do not apply to off-duty Sequim police officers hired for such purposes.

III.

Selection and appointment of the SRO will be made in consultation with the School District Superintendent or designee. Requirements for the SRO assignment shall include:

- The SRO must volunteer for the assignment.

- The SRO must have an expressed desire and ability to engage in direct daily activity with students, school staff, parents, and the public. The SRO must convey a positive police presence on the school campus and in the community.

- The SRO must be highly motivated, productive, demonstrate high levels of self-initiative and innovation, and be able to work well with minimal supervision. The SRO must be in good physical condition and present and maintain an excellent uniformed appearance.

- The SRO must have the ability to be a positive resource to the school staff, students, parents and residents in the surrounding neighborhoods. The SRO's education, background, experience, interest level and communication skills must be such that the SRO can effectively and accurately be a resource, liaison and mentor at the schools he or she serves.

- The SRO must agree to attend any necessary training or classes necessary to increase his or her skills for the position as determined by the Department supervisor or designee.

Based on the consultation and selection criteria above, the Chief of Police shall appoint the SRO. If requested by either party in writing, the School District and Department may appoint two members each to a Selection Committee, which shall have the role of interviewing, evaluating and recommending the appointment of the officer selected by the Department to serve as the SRO.

SRO assignment vacancies will be filled in accordance with this Agreement.

In the event of the resignation, dismissal, or long-term absence (more than 30 days) of the SRO, the Department shall endeavor to provide a replacement within 30 school days of the absence. In the interim, the Department shall endeavor to schedule existing resources to provide coverage to the School District. The parties recognize that the Sequim Police Department is a small department with limited resources and may not be able to provide coverage or replacement during the time it takes to hire and train a replacement SRO. In the event that the Department cannot fulfill its 75% of a fulltime officer's coverage, the financial obligations of the District will be adjusted accordingly on a pro rata basis.

IV.

In the event the Principal of the school to which the SRO is assigned has cause to believe that the particular SRO is not effectively performing in accordance with this Agreement, the Principal may recommend to the School District Superintendent and Department supervisor, in writing and that the SRO be removed. Within ten (10) days after receiving the recommendation from a Principal, the Superintendent or designee will meet with the Chief of Police or designee, to attempt to resolve the problem. If the problem cannot be resolved in the opinion of either the Superintendent or Chief of Police, or their designees, the SRO will be removed and a replacement SRO will be selected in accordance with this Agreement. This process, from the time of the Principal's written recommendation to the replacement of a new SRO, shall not exceed thirty (30) days.

V.

The duties and responsibilities of the SRO while on duty include, but are not limited to, the following:

- Regularly wear the official police uniform, including firearm.

- Establish and maintain a working rapport with the school administrator and school staff.

- Act as a resource person in the area of law enforcement education at the request of the school administrators, speaking to classes on criminal law, search and seizure, drugs, motor vehicle laws, etc.

- Assist in providing school-based security during the regular school day and assist in the promotion of a safe and orderly environment at the School District's schools. The SRO shall not act as a disciplinarian; however, the SRO may assist the school with discipline problems upon request by the Principal or other administrator and, if the problem or incident is a violation of the law, will determine whether law enforcement action is appropriate. He or she should refer allegations of a non-criminal nature to the Principal or Principal's designee for investigation and imposition of discipline.

- Investigate crimes or other school-related incidents at schools in the city of Sequim and in the surrounding neighborhoods, making arrests when appropriate, and making the necessary notifications to parents, school staff and social service agencies.

- Assist in mediating disputes at schools in the city of Sequim, including working with students to help them solve disputes in a non-violent manner.

- Participate in school staff meetings, PTA presentations, and other parent-involvement programs.

- Maintain the regular Department activity log for the officer's law enforcement activities. The Department will comply with the Family Educational Rights and Privacy Act ("FERPA").

- Provide a quarterly report, based on the activity log, to the Department supervisor or designee and Superintendent or designee.

- Perform other duties as mutually agreed upon by the School District Superintendent or designee and the Department supervisor or designee, provided the duty is legitimately and reasonably related to the purposes described in this Agreement and is consistent with Federal and State law, local ordinances, and Department and School District policies, procedures, rules and regulations.

VI.

In return for the City providing SRO services to the schools, the School District will provide:

- Private office space at a school to be used by the SRO for general office purposes, equipped with a desk, a chair, a locked drawer or cabinet, a telephone and reasonable office supplies.

- A police only parking space.

- Access to Skyward records system, including student profiles of active and inactive students and attendance records.

VII.

The School District agrees to pay the City 50% of the cost of the SRO's salary and benefits (defined to include the following: salary/wages, health and welfare benefits as outlined in Article 22 of the Police Officer's union contract, LEOFF 2 retirement, federal taxes and Labor & Industries taxes) that exceed the amount of reimbursement from the COPS in Schools federal grant award for the duration of the grant period plus 50% of the salary and benefits of the officer during the required one additional year required by the grant. During subsequent years, both Parties agree to retain the 50/50 split referenced above. In the event that the City receives additional grant funding for an SRO or the S'Klallam Jamestown Tribe contributes to payment for the SRO, any such grant funding or contribution will be credited 50% to the reduction of the City's financial obligation and 50% to the reduction of the District's financial obligation.

VIII.

Both parties understand and agree that the City is acting hereunder as an independent contractor, with the following intended results:

- Control of personnel, standards of performance, discipline and other aspects of performance shall be governed entirely by the Department;

- All persons rendering SRO services hereunder shall be for all purposes employees of the City and acting as law enforcement officers of the Sequim Police Department;

- All liabilities for salaries, wages, work-related injury or sickness, or any other compensation of the SRO, shall be the City's.

Both parties understand and agree that the School District retains its legal responsibility for the safety and security of the District, its employees, students and property, and this Agreement does not alter that responsibility.

The School District and the City agree that exchange of information shall comply with RCW 28A.600.475, regarding student information.

Access to Student Education Records

School officials shall allow the SRO to inspect and copy any public records maintained by the school to the extent allowed by law and otherwise in accordance with this Agreement, including student directory information such as yearbooks. However, notwithstanding any other provision herein, law enforcement officials may not inspect and/or copy confidential student education records except as allowed by FERPA or otherwise as allowed by law. The SRO is otherwise limited in his or her access to confidential student records under the provisions of the FERPA.

The disclosure of such student records to the SRO without parental consent is allowed under a state statute concerning "the juvenile justice system and the system's ability to

effectively serve, prior to adjudication, the student whose records are released" adopted after November 19, 1974. See 34 CFR §99.31(a)(5)(i)(B) and §99.38(a). Depending on the language of the state statute, in that it concerns the juvenile justice system and the student, disclosure can be made by the ***School District*** to the SRO without parental consent or notice. For example, in the enforcement of Compulsory School Attendance, the release of confidential student records without parental consent or notice could be permitted under 34 CFR §99.31(a)(5)(i)(B). It follows that other state statutes enforced by the juvenile justice system may also meet the necessary standards for disclosure under this exception. In order to comply with the requirements of FERPA for release of confidential student records under 34 CFR §99.31(a)(5)(i)(B), the SRO must provide the ***School District*** with a certification in writing that the information contained in the student records released will not be disclosed to any other party, except as provided under state law, without the prior written consent of the parent of the student. See 34 CFR § 99.38(b).

If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO at their sole discretion that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

If student education records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records under FERPA following a reasonable attempt by the ***School District*** to inform the parents or guardians of a subpoena, if required under FERPA. See 34 CFR §99.31(9)(i).

IX.

Each party to this Agreement is responsible for the acts and omissions of its own employees. Each party ("Indemnitor") agrees to defend, indemnify, and hold any other party ("Indemnitee") harmless from and against any claim, demand, suit, or cause of action (hereafter "clam") that may be asserted against the Indemnitee, if and to the extent the claim against the Indemnitee is based on the actual or alleged fault of the Indemnitor or the Indemnitor's employees, and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both an Indemnitor and Indemnitee based on actual or alleged concurrent or shared fault of the arties, an Indemnitor shall not be required to indemnify the Indemnitee for the Indemnitee's own proportionate share of fault. An Indemnitor shall pay all attorney fees and litigation expenses incurred by an Indemnitee in successfully enforcing the indemnification provisions of this paragraph.

X.

This Agreement expresses the entire agreement of the parties and may not be altered or modified in any way unless such modifications are reduced to writing, signed by both parties and affixed to the original Agreement.

XI.

This Agreement will commence on **September 1, 2016** and continue in perpetuity unless terminated in writing by either party with one (1) year advance notice.

Each party is entitled to terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize, provided, however, that each party's financial obligation shall remain unaltered.

XII.

Any notice or communication that either party desires or is required to give to the other party shall be in writing and served personally or by first class mail to the other party at the address set forth below:

City:
Chief of Police
City of Sequim
152 West Cedar Street
Sequim WA 98382
(360) 683-4139

School District:
Gary Neal, Superintendent
Sequim School District #323
503 North Sequim Avenue
Sequim WA 98382
(360) 582-3260

XIII.

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action and as a condition precedent to litigation, mediate the dispute using the services of a mutually agreed upon independent mediator. The site of the mediation shall be in Clallam County. The parties shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. In the event of litigation, the substantially prevailing party's reasonable attorney fees shall be paid by the party which did not substantially prevail.

The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Clallam County, Washington.

The SRO of the City who will have regularly scheduled unsupervised access to children pursuant to this Agreement, shall be required to have completed a record check through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-.834, RCW

10.97.30 and .50, and through the Federal Bureau of Investigation before hiring and prior to unsupervised access to children. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. Record checks required above shall be at the sole cost and expense of the City.

The City shall prohibit any SRO or substitute SRO employee of the City from working at a public school who has contact with children at a public school during the course of his or her employment, if such individual has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. The City shall engage in due diligence to learn whether any of such employees have pled guilty or been convicted of any such crime and shall require their employees to self report to the City any such plea or conviction. Any failure to comply with this section shall be grounds for immediate termination of this Agreement by the School District, notwithstanding any other provision in this Agreement.

Nothing contained in this Agreement or related documents shall be construed as creating any form of an employment relationship between the parties or between or with the officers, employees, agents, and representatives of the parties. The officers, employees, agents, and representatives of each party shall not be entitled to any rights or privileges of employment with the other party. Each party assumes exclusive responsibility for any and all actions, rights, and obligations of its officers, employees, agents, and representatives.

No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

As evidence of their Agreement, both parties, through their authorized agents, having read and understood the above and foregoing, and with the intent to be bound hereby, hereby execute this Agreement on the date last entered below.

SEQUIM SCHOOL DISTRICT

By: _____
Gary Neal, Superintendent

Date: December 16, 2016

CITY OF SEQUIM

By: _____
Charles P. Bush, City Manager

Date: 12/20/16

By: _____
~~Bill Dickinson~~, Chief of Police
Sheri Crain,

Date: _____

ATTEST:

_____
Karen Kuznek-Reese, MMC, City Clerk

Approved as to Form:

_____
Kristina Nelson-Gross, City Attorney