

INTERLOCAL AGREEMENT REGARDING SCHOOL RESOURCE OFFICER SERVICES

This Interlocal Agreement (“Agreement”) is entered into as of March 6, 2021, by and between Mercer Island School District No. 400 (“District”), and the City of Mercer Island, a municipal corporation of the State of Washington (“City”), and replaces the parties’ School Resource Officer Agreement dated August 1, 2010.

Since February 1996, the City has provided School Resource Officer (“SRO”) services to the District through the City’s Police Department (“Department”) to improve school safety and educational climate at the District’s schools.

In consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

- 1. Purpose.** The purpose of this Agreement is to set forth the terms and conditions for the continuance of SRO services by the City in compliance with state law. The role of the SRO involves these parts: educator, informal counselor, and law enforcer. The SRO shall support a positive school climate by developing positive relationships with students, parents, and staff, and by helping to promote a safe, inclusive, and positive learning environment. State law, specifically RCW 28A.320.124(2), requires an agreement between school districts and the local law enforcement agency for implementation of an SRO program and specifies elements that must be incorporated into such an agreement. Each year, prior to its adoption, the District shall review this Agreement through a process that involves parents, students, and community members. *Id.* Additionally, this Agreement fulfills the requirements of RCW 10.93.160 and formalizes and clarifies the partnership between the District and the Department. This Agreement is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter.
- 2. Duration/Termination.** This Agreement shall commence on September 1, 2021, and terminate on August 31, 2022, provided that it shall automatically renew for additional one-year terms under the same terms and conditions, unless either party gives the other party sixty (60) days written notice of its intent to terminate this Agreement prior to the annual renewal date. Upon termination, the District shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination, prorated accordingly; and the City shall be released from any obligation to provide further SRO services as are affected by the termination.
- 3. Annual Cost Confirmation:** Each year prior to the District publishing its budget and in no event later than seventy-five (75) days prior to the annual renewal date, the Department, on behalf of the City, will provide the District’s finance department with the anticipated cost of the SRO program for the upcoming year.
- 4. SRO Service Location(s).** Pursuant to this Agreement, the City will provide SRO services to Mercer Island High School (“MIHS”), including the Crest Learning Center, and Islander Middle School (“IMS”), collectively the “Schools.”
- 5. SRO Duties:** The SRO shall be a commissioned police officer who shall serve as safety expert, law enforcer, problem solver, liaison to community resources, and educator/instructor for staff

and students. The services provided by the SRO are in addition to the normal police services already provided by the Department. The SRO, when acting under their official capacity as school resource officer, shall not be asked to perform duties restricted under RCW 10.93.160(3). The parties agree that the SRO duties include, but may not be limited to:

- a. *Uniform:* The SRO will provide a uniformed presence on campus as the parties agree that this promotes safety and provides a positive resource to the Schools, their respective feeder schools, and surrounding neighborhoods.
- b. *Primary Contact:* The SRO will serve as a liaison between the District, its schools, and the Police Department. The SRO will assume primary responsibility for handling calls for service from the Schools and coordinating the response of other police resources. As primary contact, the SRO will establish and maintain a working rapport with District staff and students.
- c. *Resource:* As a problem solver and educator/instructor, the SRO will assist the District in identifying environmental changes that can reduce crime and/or other negative conduct, such as bullying, in or around the Schools. The SRO may be called upon to assist in educating staff and students about crimes in which students are especially likely to be offenders or victims, such as vandalism, shoplifting, and sexual assault by acquaintances, etc.
- d. *District Policies/Procedures:* The SRO will comply with District policies and procedures to the extent that they do not conflict with the Department's policies and procedures.
- e. *Student Discipline:* The SRO will not act as a disciplinarian, but may assist each of the Schools with discipline problems through the support of conflict resolution and/or restorative justice. If a problem or incident is a violation of the law, the SRO will determine whether law enforcement action is appropriate.
- f. *Meeting/Event Participation:* If requested by the District, the SRO, when available, will participate in school staff meetings, PTA presentations, District committees, and other parent/community programs. The SRO shall make reasonable efforts to be available if requested to attend such events at least seven (7) days in advance.
- g. *Other Duties:* The SRO will perform other duties as mutually agreed upon by the District Superintendent, City Police Chief and the SRO, provided the duty is legitimately and reasonably related to the SRO services described in this Agreement and is consistent with applicable law and District policies, procedures, rules and regulations.
- h. *Scheduling:* As resources permit, the SRO will be assigned on a full-time basis, less any scheduled vacation time, sick time, training time, court time, or any other required police-related activity. While either School is in session, the scheduling of the SRO will be determined by mutual agreement of the District and the Department. The SRO will generally be scheduled to be physically present in one or both of the Schools for not less than 20 (twenty) hours per week. Should the SRO take vacation while either School is in session, the Department shall provide the School(s) an alternate contact person during the absence of the SRO. If the SRO takes an extended vacation or leave of absence, the Department will arrange for appropriate School coverage if schools are

in session.

- i. *SRO Termination/Resignation:* In the event a Principal of a School has cause to believe that the particular SRO is not effectively performing the services under this Agreement, the Principal may recommend to the District and Department that the SRO be removed from the SRO program and replaced. Such recommendation must be in writing and include the reasons why the Principal is requesting the removal and replacement. Within a reasonable period after receiving the recommendation, the Superintendent or designee will meet with the Chief of Police or designee, to resolve the stated issues. If the issues cannot be resolved, in the opinion of both the Superintendent and Chief of Police, or their designees, the SRO will be removed from the SRO program and a replacement SRO will be selected in accordance with this Agreement and any applicable provisions of the Police Union Collective Bargaining Agreement.

6. District Responsibilities

- a. *District Cost:* In consideration for the SRO services provided pursuant to this Agreement, the District will pay the City the amount equal to fifty percent (50%) of the cost of the SRO program for the approximately nine-month academic year. These funds shall be used for SRO salary and training. This payment shall be made in a single installment on or before each November 30, during the term of the Agreement.
- b. *District Trainings:* While the City and Department are responsible for the SRO's training (*see 7*, below), the SRO may attend/access any District-offered training at no expense to the SRO or the Department other than the cost of materials.
- c. *Facilities:* At each School, the SRO shall be provided access to an office with a dedicated telephone to be used for general business purposes as well as an iPad and/or computer, as requested by the Department. The SRO will also be provided access to a cabinet that can be locked for the storage of files and other material. Any devices provided to the SRO shall remain District property.
- d. *Safety/Security:* Both parties understand and agree that the 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.
- e. *The District shall participate in the selection of the SRO.* However, the decision to hire and retain an SRO ultimately rests with the Department as the SRO is a Department employee not an employee of the District.

7. SRO Employee Status. The SRO shall, at all times, remain a City employee and shall not be an employee of the District. The SRO shall remain responsive to the supervision and chain of command of the Department. The Department shall be responsible for the hiring, training, discipline, and dismissal of the SRO. All liabilities for salaries, wages, any other compensation, and work-related injury or sickness shall be that of the City. The Department shall have the right to utilize the SRO on a full-time basis from the end of the school year to the week immediately before the following school year.

8. Standard of Performance. All services provided hereunder by the City shall be performed diligently and competently and in accordance with professional standards. Any allegation of improper conduct by an SRO will be referred to the SRO's immediate supervisor or directly to

the Chief of Police.

The Department confirms that any SRO assigned to the District has been trained in all topics required by RCW 28A.320.124(1), including:

- constitutional and civil rights of children in schools, including state law, governing search and interrogation of youth in schools;
- child and adolescent development;
- trauma-informed approaches to working with youth;
- recognizing and responding to youth mental health issues;
- educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
- collateral consequences of arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
- resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
- local and national disparities in the use of force and arrest of children;
- de-escalation techniques when working with youth or groups of youth;
- state law regarding restraint and isolation in schools, including RCW 28A.600.485;
- bias-free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, Lesbian Gay Bisexual Transgender and Queer (LGBTQ), and immigrants; and
- the federal Family Educational Rights and Privacy Act (FERPA) requirements, including limits on access to and dissemination of student records for non-educational purposes.

9. Indemnity.

- a. *District*: The District shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from any and all claims, injuries, damages, losses, or suits of any nature whatsoever, including attorney fees, relating to, arising out of, or resulting from the acts, errors, or omissions of the District and its officers, employees, volunteers, or agents during the performance of this Agreement, except for claims, injuries, damages, losses, or suits caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.
- b. *City*: The City shall defend, indemnify, and hold harmless the District and its officers, officials, employees, volunteers, and agents from any and all claims, injuries, damages, losses, or suits of any nature whatsoever, including attorney fees, relating to, arising out of, or resulting from the acts, errors, or omissions of the City and its officers, employees, volunteers, or agents during the performance of this Agreement, except for claims, injuries, damages, losses, or suits caused by the sole negligence of the District.

- c. *Concurrent Liability*: In the event of liability for claims, injuries, damages, losses, or suits of any nature whatsoever caused by, or resulting from the concurrent negligence of the District and the City and their respective officers, officials, employees, volunteers, and agents, each Party's liability hereunder, including the duty and cost to defend, shall be only to the extent of their own negligence. Each provision of this section has been mutually negotiated, and this section shall survive the expiration or termination of this Agreement.

10. Nondiscrimination. The Parties will not unlawfully discriminate against any employee or applicant under this Agreement because of race, creed, color, sex, sexual orientation, age, national origin, marital status, physical and motor disability, or other circumstances prohibited by federal, state, or local law or ordinance, unless based upon bona fide occupational qualifications.

The City, as the entity employing the SRO, will take affirmative action to ensure that such applicants are employed, and that such employees are treated during employment without regard to the race, creed, color, sex, sexual orientation, age, national origin, marital status, physical and other motor disability, or other circumstances prohibited by federal, state, or local law or ordinance. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruiting advertisement, layoff, termination rates of pay or other forms of compensation, selection for training, including any apprenticeship.

11. Administration of Agreement. Each party shall designate an official responsible for the administration of this Agreement and negotiate with regard thereto. In the case of the City, that official shall be the Chief of Police. In the case of the District, that official shall be the Superintendent or designee. These officials shall meet from time to time as they deem necessary to discuss the Agreement, the performance thereunder, and other relevant matters.

12. Amendment. This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

13. Severability. If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

14. Integration Clause. This Agreement represents the entire understanding of the Parties and supersedes any prior agreement and any oral representations that are inconsistent with or modify its terms and conditions.

15. Governing Law/ Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

16. Authority. Each individual executing this Agreement on behalf of the City and the District represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the City or District, respectively.

17. Effective Date. This Agreement shall be effective upon ratification by action of the governing body, execution by of each of the Parties, and publication as required under chapter 39.34 RCW.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ of March, 2021.

CITY OF MERCER ISLAND

MERCER ISLAND SCHOOL DISTRICT

Jessi Bon
City Manager

Donna Colosky
Superintendent

Dated: _____

Dated: _____

Approved as to Form:

Approved as to Form:

Bio Park
City Attorney

Erin Battersby
Exec. Director, Compliance, Legal Affairs &
Human Resources