

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TUMWATER
AND THE TUMWATER SCHOOL DISTRICT
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of January 2023, by the City of Tumwater, a municipal corporation of the State of Washington ("CITY") and the Tumwater School District ("SCHOOL DISTRICT").

WHEREAS, the CITY and the SCHOOL DISTRICT work cooperatively to ensure a safe and secure learning environment for the youth of this community and agree that it is in the best interest of both parties to assign (2) School Resource Officers ("SROs") to provide services to High, Middle and Elementary schools within the SCHOOL DISTRICT; and

WHEREAS, the SCHOOL DISTRICT agrees to provide facilities for the aforementioned SROs;

NOW, THEREFORE, in consideration of the mutual terms, provisions, and obligations contained herein, it is agreed by and between the CITY and SCHOOL DISTRICT as follows:

I. Assignment of SROs

The Tumwater Police Department ("POLICE DEPARTMENT") will assign two regularly employed Tumwater Police Officers to serve as SROs.

One (1) SRO will primarily serve Tumwater High School and Bush Middle School. One (1) SRO will primarily serve Black Hills High School and Tumwater Middle School.

Both SROs will provide service to Black Lake Elementary, Tumwater Hill Elementary, Michael T. Simmons Elementary, Peter G. Schmidt Elementary, East Olympia Elementary and Littlerock Elementary on an as needed/when available basis.

The SROs will provide a uniformed presence on campus to promote safety and create a positive school climate and build positive relationships with students by providing students, parents, teachers, administrators, and neighborhood residents with information, support, and problem-solving mediation and facilitation. SROs will patrol their assigned schools and surrounding areas in order to identify, investigate, enforce, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities.

II. SRO Training Requirements

SROs will be required to complete the school safety and security training program developed by the education service districts within the first six months of working on school property when students are expected to be present, as required by RCW 28A.400.345(2). This training series includes the following topics: civil rights of children in schools; child and adolescent development; trauma-informed approaches to working with youth; recognizing and responding to youth mental health issues; and educational rights of students with disabilities. Additionally, all SROs must complete two days of on-the-job training with experienced safety and security staff, at the school of the experienced staff, within the first year of working on school property when students are expected to be present.

III. Hiring and Placement Process

The SROs shall at all times remain an employee of the CITY and shall not be an employee of the SCHOOL DISTRICT. The SROs shall remain responsive to supervision and chain of command of the POLICE DEPARTMENT which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper conduct by a SRO will be referred to the SRO's immediate supervisor.

The SROs will be assigned to the schools on a full-time, forty (40) hour work week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.

Scheduling for SROs while school is in session will be determined by mutual agreement of the SCHOOL DISTRICT administration and the SRO's police supervisor. As such, the normal work schedule will be Monday through Friday, 7:00 a.m. to 3:00 p.m., September through June. The SROs will not take vacation while school is in session unless approved by his/her police supervisor. The affected schools will be notified regarding any unscheduled absences. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SROs will work on assignments as determined by their police supervisor.

IV. Role and Responsibilities of Police Department

The duties and responsibilities of the POLICE DEPARTMENT include the following:

- Have SROs participate in and train school and community partner

staff in threat assessment, critical incident response and the development of an off-site crisis response center in case of a school, district or county-wide critical incident or terrorist event impacting the safety of students, staff, family members and community residents.

- Participate in planned training with mental health, juvenile justice, and school based staff.
- Work with all SCHOOL DISTRICT partners in the delivery of law enforcement-related prevention activities for both students and their families.
- Collaborate with SCHOOL DISTRICT partners in assuring the development, revision and dissemination of safe school policies.

V. Additional Responsibilities of SROs

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

- Regularly wear the official police uniform.
- Establish and maintain a working rapport with the school administration and school staff.
- Act as a resource person in the area of law enforcement education at the request of the staff, speaking in classes on the law, search and seizure, drugs, motor vehicle laws and similar law enforcement topics.
- Assist in providing school-based security during the regular school day; assist in the promotion of a safe and orderly environment at the assigned schools. Trained safety and security staff know when to informally interact with students to reinforce school rules and when to enforce the law. SROs are prohibited from becoming involved in formal school discipline situations that are the responsibility of school administrators: however, the SROs may assist the school staff if there is a problem or incident that involves law enforcement, and will determine whether law enforcement action is appropriate. Circumstances under which teachers and school administrators may ask SROs to intervene with a student include: problems or incidents that involve law enforcement, criminal activity, and/or threats to health and safety.
- Investigate crimes or other school-related incidents on campus, making arrests, when appropriate, and making the necessary timely notifications to parents, school staff, and social service agencies.

- Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
- Perform other duties as mutually agreed upon by the principal and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in this Agreement and is consistent with Federal and State law, local ordinances, POLICE DEPARTMENT and SCHOOL DISTRICT policies, procedures, rules and regulations.

VI. Performance Evaluation Process

In the event the Principal of a school to which an SRO has been 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 that the SRO be removed from the program. This assumes that mediation with the SRO's chain of command and the Principal has failed.

To initiate the replacement of an SRO, the Principal will recommend to the District Superintendent, or his/her designee, that the SRO should be replaced, stating the reasons in writing. Within a reasonable period of time after receiving the recommendation, the Superintendent or his/her designee will meet with the Chief of Police or his/her designee, to mediate or resolve the problem that may exist.

VII. Process for Filing Complaints

The District has established a means for resolving concerns that may arise related to SRO, which is outlined in District Board Procedure 4311P. This complaint resolution system allows parents, guardians, and adult students to submit written complaints alleging improper conduct by safety and security staff that has directly aggrieved them to their school principal or designee. A sincere effort will be made to resolve the complaint at this level, and if not resolved, the parent, guardian or adult student may appeal the complaint to the superintendent or their designee in writing.

VIII. Responsibilities of School District

In return for the City providing SRO services, the SCHOOL DISTRICT will:

- Provide a private and secure office space within each high school and middle school to be used by the SROs for general office purposes and interviews. The offices must be properly lighted, with a telephone that has a speakerphone feature.

- Equip each office with 2 or 4 drawer locking cabinet and reasonable office supplies including a desk.
- Provide a reasonable police parking space or parking area.
- Partner with the POLICE DEPARTMENT to provide annual training for the SROs specific to their roles and responsibilities within the schools, as budgeting allows.

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

IX. SRO Compensation

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

- Control of personnel, standards or performance, discipline and other aspects of performance shall be governed entirely by the POLICE DEPARTMENT;
- All persons rendering services hereunder shall be for all purposes employees of the CITY;
- All liabilities for work-related injury or sickness shall be that of the CITY.
- All salaries, wages and any other compensation for the Tumwater High School SRO will be that of the CITY.
- The base salary, premium pay and benefits for the Black Hills High School SRO will be that of the SCHOOL DISTRICT. Any additional salary, wages or any other compensation will be that of the CITY. The SCHOOL DISTRICT shall pay the CITY a total sum of \$538,333.00. The CITY will invoice the SCHOOL DISTRICT on a quarterly basis.

Cost Breakdown:

January 1, 2023 to December 31, 2023 =	\$169,552
January 1, 2024 to December 31, 2024 =	\$179,259
January 1, 2025 to December 31, 2025 =	\$189,522

X. Indemnification

The CITY will protect, defend, indemnify, and save harmless the SCHOOL DISTRICT, its officers, employees, agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the CITY, its officers, employees or agents.

The SCHOOL DISTRICT will protect, defend, indemnify, and save harmless the CITY, its officers, employees, agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the SCHOOL DISTRICT, its officers, employees or agents.

XI. Insurance

The parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement, which shall not be less than the following: Commercial General Liability insurance providing equivalent liability coverage in an amount no less than \$5,000,000 that covers liability arising from personal injury, bodily injury and property damage. The CITY shall also maintain law enforcement liability coverage of no less than \$5,000,000, and the SCHOOL DISTRICT shall also maintain educators liability coverage of no less than \$5,000,000. The CITY and SCHOOL DISTRICT shall be named by endorsement as an additional insured or equivalent coverage commitment under the CITY's and SCHOOL DISTRICT'S respective Commercial General Liability insurance policy or equivalent self-insurance cooperative agreement with the SCHOOL DISTRICT responsible for any negligent acts or omissions of the SCHOOL DISTRICT and its employees, and the CITY responsible for any negligent acts or omissions of the CITY and the SRO. If a party to the Agreement is a member of a self-insured, governmental risk pool that shall satisfy the requirements for that party.

XII. Entire Agreement

This Agreement expresses the entire agreement of the parties. This Agreement may be amended or modified at any time by mutual agreement of the parties. Any amendment or modification shall be in writing, signed, and acknowledged by all the parties.

XIII. Duration

This Agreement may be terminated only after sixty (60) days written notice received by one party, given by the other. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

This Agreement will expire December 31, 2025 unless mutually extended by the parties in writing.

XIV. Prior Agreements

This Agreement sets forth all terms and conditions agreed upon by the CITY and SCHOOL DISTRICT, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

XV. Captions

The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Agreement.

This Agreement for the School Resource Officer Program is hereby entered into between the City of Tumwater and Tumwater School District and shall take effect on the date of the last authorizing signature affixed hereto:

CITY OF TUMWATER

TUMWATER SCHOOL DISTRICT

Debbie Sullivan, Mayor

Name and Title

Printed Name:_____

ATTEST: -

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

School Safety and Security Services Program

Safety and Security Staff Training

The district recognizes that trained safety and security staff know when to informally interact with students to reinforce school rules and when to enforce the law. Prior to assigning safety and security staff to work on school property when students are expected to be present, the district and its contractors must either:

A. Confirm that the safety and security staff have documentation showing completion of the security staff training series provided by the educational service district; or

B. Require the safety and security staff to complete the following educational service district training series: two components for school resource officers and three components for other safety and security staff, which must meet the following requirements:

(i) All safety and security staff must complete classroom training on the subjects listed below, within the first six months of working on school property when students are expected to be present:

- 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, referral for prosecution, and court 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 learner, Lesbian Gay Bisexual Transgender and Queer (LGBTQ), immigrant, female, and nonbinary students;
- The federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. Sec. 1232g) requirements, including limits on access to and dissemination of student records for non-educational purposes; and
- Restorative justice principles and practices;

(ii) All safety and security staff must complete two days of on-the-job training with experienced safety and security staff, at the school of the experienced staff, within the first year of working on school property when students are expected to be present; and

(iii) Safety and security staff who are not school resource officers must complete at least six check-in trainings with experienced staff within the first year of working on school property when students are expected to be present.

Duties and Responsibilities

Safety and security staff will be responsible for promoting safety and serving as a positive resource to district schools. Safety and security staff will provide school-based security during the regular school day, and will be responsible for patrolling their assigned schools to identify, investigate, enforce, deter, and prevent crime, especially those incidents involving harassment and youth violence. Safety and security staff will be engaged in creating a positive school climate and building positive relationships with students by providing information, support, and problem-solving mediation and facilitation.

School resource officers are prohibited from becoming involved in formal school discipline situations that are the responsibility of school administrators. Circumstances under which teachers and school administrators may ask safety and security staff to intervene with a student include problems or incidents involving law enforcement, criminal activity, and/or threats to safety and health.

Complaint Resolution Process

The district recognizes the importance of establishing a simple and effective means for resolving concerns that may arise related to safety and security staff. The following complaint resolution system will address concerns regarding safety and security staff, provide for the investigation of complaints, and provide for timely communication of the resolution of the complaint to the complainant.

The complaint resolution system shall allow parents and guardians and adult students to submit complaints. A complaint shall mean a written claim by a parent or guardian or adult student that alleges improper conduct by safety and security staff that has directly aggrieved them.

The following procedure has been established for resolving a written complaint filed by a parent or guardian or adult student.

Step One

The parent or guardian or adult student will present the complaint in writing to the school principal or their designee within 5 school business following the day of the action or incident that gave rise to the complaint. The written statement of the complaint will contain:

- A. The facts upon which the complaint is based as the parent or guardian or adult student who is filing the complaint sees them;
- B. A reference to the policies/procedures of the district which have allegedly been violated; and
- C. The remedies sought.

Failure to submit a written complaint within the timeline specified will result in waiver of the complaint.

If a written complaint is filed in compliance with the timeline specified above, the parent or guardian or adult student will discuss this complaint with the school principal or their designee. A sincere effort will be made to resolve the complaint at this level. If the parent or guardian or adult student does not appeal the complaint to the superintendent or their designee in writing within 3 school business days following the parent or guardian or adult student's meeting with the school principal or their designee, the complaint will be waived.

Step Two

If the parent or guardian or adult student does appeal the complaint to the superintendent or their designee in writing within 3 school business days following the parent or guardian or adult student's meeting with the school principal or their designee, the superintendent or their designee will, within 5 school business days following receipt of the complainant's written appeal, meet with that parent or guardian or adult student to hear their claim.

The superintendent or their designee will render a decision regarding the appeal within 3 school business days following the parent or guardian or adult student's meeting with the superintendent or their designee. The superintendent or their designee's decision will be considered final.

Any complaints involving a School Resource Officer will be forwarded to the Detective Lieutenant (SRO Supervisor) of the Tumwater Police Department to be addressed in accordance with department policies and contractually through the Tumwater Police Guild Collective Bargaining Agreement. The results of the investigation will be shared with the school principal, school superintendent, and the complaining party.

Annual Data Collection and Reporting

The district must annually collect the following information on safety and security staff:

A. The total number of safety and security staff working in the district and in each school building, and number of days per week that each staff works;

B. The name of any law enforcement agency or private organization with which the district has an agreement for safety and security services;

C. A description of each incident where safety and security staff were involved that resulted in student discipline, use of force against a student, or a student arrest. For each student involved in the incident, the description must include:

(i) The student's race, ethnicity, and other demographics; and

(ii) Whether the student has an individualized education program or plan developed under Section 504 of the Rehabilitation Act of 1973;

D. The number of complaints related to job duties and student interactions filed against safety and security staff; and

E. Other school safety and security information required by the office of the superintendent of public instruction.

The district must annually submit any agreements with a law enforcement agency or security guard company and the information collected at the time and in the manner required by the office of the superintendent of public instruction. The office of the superintendent of public instruction will make the submitted agreements and information publicly available. To the extent possible, information collected under C. above must be disaggregated as provided in RCW 28A.300.042.

Adoption Date: **06.21**
Classification: **Essential**
Revised Dates: ;