

RESOLUTION NO. 15-27
EDMONDS SCHOOL DISTRICT NO. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERDISTRICT COOPERATIVE AGREEMENT WITH
SNOHOMISH COUNTY

WHEREAS, RCW 39.34, the Interlocal Cooperative Act, provides for Interlocal cooperation between governmental agencies;

WHEREAS, Snohomish County agrees to provide certain Community-Oriented Policing Agent to the District, specifically School Resource Officer at Lynnwood High School.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District No. 15, Snohomish County, as follows:

- A. WHEREAS, the District and the County desire to cooperate pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, in order to make the most efficient use of their respective governmental powers within their jurisdiction; and
- B. WHEREAS, the County and the District desire to establish a School Resource Officer Program (hereafter referred to as "Program") to provide security, promote safety, and serve as a positive resource to the District, the participating high school that is named in this Agreement and the surrounding neighborhood; and
- C. WHEREAS, the County is desirous to assign a uniformed Deputy Sheriff to serve as a School Resource Officer (hereafter referred to as "Deputy") to be assigned to the high school location specified herein in order to provide safety, patrol, and assist with certain related duties, in return for a rate of compensation to the County that is agreed upon by the parties hereto;

ADOPTED by the Board of Directors of Edmonds School District No. 15, Snohomish County, Washington, at a regular meeting thereof this 26th day of May, 2015.

**EDMONDS SCHOOL DISTRICT NO. 15
BOARD OF DIRECTORS**

Diana White, President

Korv DeMun, Vice President

April Nowak, Legislative Representative

Ann McMurray, Director

Gary Noble, Director

ATTEST:

Nick Brossart, Ed.D.
Secretary of the Board

**INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND EDMONDS SCHOOL DISTRICT #15
RELATING TO SCHOOL RESOURCE OFFICER SERVICES**

This Interlocal Agreement Between Snohomish County And Edmonds School District #15 Relating To School Resource Officer Services (The "Agreement"), made and entered into this 26th day of May 2015, by and between the Snohomish County, a political subdivision of the State of Washington (hereinafter "County") and the Edmonds School District #15, a municipal corporation of the State of Washington (hereinafter "District").

Whereas the County and the District agree that it is in their mutual best interests to assign a full-time School Resource Officer to the Lynnwood High School campus; and

Whereas the County agrees to allocate one (1) full-time deputy sheriff in order to provide school resource officer services to the District; and

Whereas the District agrees to provide funding to offset costs to the County in providing a deputy sheriff to act as School Resource Officer; and

Whereas the parties intended to enter into this Agreement pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 SCOPE OF SERVICES TO BE PERFORMED

The County will assign one (1) full-time, fully commissioned Snohomish County Deputy Sheriff to act as School Resource Officer (hereinafter "SRO") for the District during the term of this Agreement. The County Sheriff will select the SRO after taking into consideration input from the District.

The SRO will assist with the enforcement, investigation, and prevention of criminal activity at the District's Lynnwood High School, and will respond to calls for service at other campuses as needed and available. The SRO will patrol the assigned campus and facilities during school hours and during District sponsored events, as needed, to deter and help address issues that affect the safety and well-being of students, staff, and other community members. The SRO will also serve as a positive resource to students, parents, and staff and will be available to teach/assist with selected curricula as appropriate.

The SRO will participate as a guest speaker on law enforcement or public safety topics as needed and agreed upon by the District and the County in each of the District's elementary, middle, and high schools. The parties agree that the County will maintain operational control over the SRO at all times, and that the County may call the SRO away from assigned duties for mandatory training, emergency, scheduled vacation, legal summons/subpoena, or as deemed necessary for public safety by the on-duty sheriff's supervisor. During periods when school is not in session, the County may assign the SRO to other sheriff related duties within Snohomish County. The SRO will dedicate at least seventy-five percent (75%) of his/her on-duty time to the performance of this Agreement. The parties agree that this Agreement assumes a traditional one hundred eighty (180) day school year. The parties agree that if any significant change in the District's scheduling that results in a school year exceeding one hundred eighty (180) days or

being less than one hundred and eighty days (180) the parties may renegotiate, as applicable, sections 3.1, 3.2, or 3.3 of this Agreement.

The daily activities of the SRO will be governed by the County Sheriff's Office School Resource Officer Standard Operating Procedure, which is attached hereto and incorporated by reference as Exhibit "A."

All salary, wages, and/or other employee compensation for County employees rendering services under this Agreement shall be the responsibility of the County, unless otherwise noted in this Agreement.

The County agrees to provide all law enforcement related training and equipment necessary to support the SRO consistent with that provided to regular patrol deputies in the County Sheriff's Office.

Any real or personal property used or acquired by any party to this Agreement in connection with the performance of this Agreement will remain the sole property of such party, and the other parties shall have no interest therein.

Interview and Arrest Procedures. If the SRO plans to interview a suspect or victim of a crime, the SRO, to the extent practicable, will advise and work with the school principal to minimize disruption to the school and other students. District employees will make parental notification of such interviews in accordance with District policies and procedures and applicable laws. A school principal or his/her designee may request to be present during the interview of a student. The presence of a District employee at an interview of a student regarding a criminal matter shall make the employee subject to subpoena as a witness thereto. In the event a SRO arrests a District student, the SRO shall notify the school principal or his/her designee as soon thereafter as practical. In the event that the arrested student is a juvenile, the County will notify the parent or legal guardian pursuant to County policies and procedures. The District may also make notification as necessary under its own policies and procedures.

Request for SRO Removal/Replacement. If the District has good cause to believe that a particular SRO is not effectively performing in accordance with this Agreement, the District may make a written request to the County Sheriff that the SRO be removed from the District. Within ten (10) business days after receiving the request, the District Superintendent or designee will meet with the County Sheriff or his/her designee to discuss the removal request. The SRO shall be removed and replaced if, in the opinion of the Superintendent and the County Sheriff or their designees, the performance issue cannot be resolved.

2.0 PURPOSE

By entering into this Agreement the parties intend merely that the County provide a full-time deputy sheriff to be assigned to the designated school within the District. The County does not intend to assume, nor the District expect it to gain, any greater responsibility or liability than that imposed through the limited nature of this Agreement or than that imposed through the normal provision of law enforcement services to the community.

3.0 COMPENSATION

The District agrees to pay the following amounts to the County for the performance of the services set forth in this Agreement:

3.1 On or before September 30, 2015, the District agrees to pay the sum of Eighty-Five Thousand Five Hundred Sixty-Five and 66/100 Dollars (\$85,565.66) for services to be rendered during the school year 2015-2016.

3.2 On or before September 30, 2016, the District agrees to pay the sum of Eighty-Eight Thousand One Hundred Thirty-Two and 63/100 Dollars (\$88,132.63) for services to be rendered during the school year 2016-2017.

3.3 On or before September 30, 2017, the District agrees to pay the sum of Ninety Thousand Seven Hundred Seventy-Six and 61/100 Dollars (\$90,776.61) for services to be rendered during the school year 2017-2018.

3.4 The County agrees that if the SRO is absent from the District for any reason other than SRO related training, the District shall not be charged for the corresponding time absent. The compensation charges to the District shall be reduced by 1/180th of the corresponding amount in subparagraphs 3.1 , 3.2, or 3.3 above for each day the SRO is absent from the District. Such periods absent shall be reflected on the County's invoice(s) to the District.

3.5 The District agrees to pay the County additional compensation equivalent to the SRO's overtime pay, for any services the SRO provides to the District beyond the SRO's scheduled forty-hour work week. The services may include security for athletic events, dances, field trips, or other similar activities. However, the SRO may not work any overtime without the prior approval of the County and the District.

3.6 The parties agree that their respective fiscal staffs shall work out an agreeable invoicing schedule. The District shall pay the County within thirty (30) days of receiving an invoice from the County. Payment due to the County shall be mailed to:

Snohomish County Sheriff's Office
Finance Division
3000 Rockefeller Avenue, M/S 606
Everett, WA 98201

4.0 TIME OF PERFORMANCE

This Agreement shall commence on or about August 15, 2015, or when executed by the parties and filed with the Snohomish County Auditor or posted on the County's interlocal agreements webpage, whichever date is later, and shall continue through August 15, 2018.

The parties agree that the obligations of the parties are each contingent upon sufficient legislative appropriation being made by each party to support this Agreement during each party's current and subsequent fiscal years. The County acknowledges that a significant portion of the District's operating funds come from District levies, that such levies require voter approval, and that a failure or failures of such levies could require the District to review its ability to maintain this or other programs.

5.0 INSURANCE AND INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this

Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party. The provisions of this Section 5 shall survive the expiration or earlier termination of this Agreement.

Evidence of insurance or self-insurance coverage will promptly be provided upon request by either party.

6.0 TERMINATION

Either party may terminate this Agreement for any reason by providing written notice to the other party thirty (30) days prior to the effective date of termination, in which case the District shall compensate the County on a pro-rata basis for costs of services provided during the period the Agreement remains in effect.

7.0 DISPUTES

Any factual dispute between the County and the District that relates to this Agreement shall be referred for resolution to the Sheriff, or his/her designee, and the Superintendent of the District, or his/her designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through the Snohomish County Dispute Resolution Center. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this Agreement. The cost of mediation shall be borne equally by the parties.

8.0 RECORDS

The County shall maintain adequate records to support billings for services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after completion of this Agreement. The District or its authorized representatives shall have access, during normal working hours, to any County books, documents, papers, or records which directly relate to this Agreement.

While school is in session, the County shall provide a monthly report to the District that summarizes the SRO's activities during the previous month.

9.0 LEGAL REQUIREMENTS

The County and the District shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

10 APPLICABLE LAW AND VENUE

This Agreement shall be construed under the laws of the State of Washington. Venue of any legal action brought to enforce any of the terms and conditions of this Agreement shall be Snohomish County, Washington.

11.0 PREVAILING PARTY ATTORNEY'S FEES

In any legal action brought to enforce any of the terms and conditions of this Agreement, the prevailing party in said legal action shall be entitled to reasonable attorney's fees and costs incurred.

12.0 NOTICE

Any notice to be given to the County under this Agreement shall be either mailed or personally delivered to:

Snohomish County Sheriff
Mail Stop 606, 3000 Rockefeller Avenue
Everett, WA 98201

Any notice to the District shall be mailed or hand delivered to:

Superintendent
Edmonds School District #15
20420 68th Ave. W
Lynnwood, WA 98036

13.0 ENTIRE AGREEMENT

This document comprises the entire agreement between parties and supersedes any provision not contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

In witness whereof, the parties have executed this Agreement.

Edmonds School District #15

Snohomish County

LEND A CRAWFORD
Executive Director

Superintendent _____

Date

5/26/15

County Executive _____

Date

8/11/15

COUNCIL USE ONLY	
Approved: 8-12-15	
Docfile: D-7	

Recommended for Approval

Ty Trenary Sheriff _____

Date

6.8.15

Approved as to Form:

Deputy Prosecuting Attorney _____

Date

4/22/15

Reviewed by Risk Management

Risk Manager _____

Date

6/11/15

**Snohomish County Sheriff's Office
Edmonds School District
School Resource Officer
3 Year Proposal**

	2015-2016	2016-2017	2017-2018	
Deputy Costs	Year 1	Year 2	Year 3	Total
Salary	\$ 78,077.38	\$ 80,419.70	\$ 82,832.29	
Benefits	\$ 24,190.17	\$ 24,915.88	\$ 25,663.36	
Operating	\$ 11,820.00	\$ 12,174.60	\$ 12,539.84	
Total	\$ 114,087.55	\$ 117,510.18	\$ 121,035.48	\$ 352,633.21

School District pays				School District Total
75% of costs	\$ 85,565.66	\$ 88,132.63	\$ 90,776.61	\$ 264,474.91
County pays				County Total
25% of costs	\$ 28,521.89	\$ 29,377.54	\$ 30,258.87	\$ 88,158.30
Total costs	\$ 114,087.55	\$ 117,510.18	\$ 121,035.48	\$ 352,633.21

Definitions:

Salary	Base pay for Top Step Deputy, including avg 3.5% education/longevity and premium pays
Benefits	Contractually negotiated benefits: medical/dental/vision, FICA, retirement
Operating	Expendable supplies, cellular service and vehicle operating costs
Start-up	N/A
75/25% split	Reasoning: School is in session approximately 75% of the year. Deputy may be reassigned to other duties 25% of the year.
Inflation Factor	To account for anticipated fluctuations in personnel and operating cost, an inflation factor of 3% is built into the cost of years 2-3 of the contract

SNOHOMISH COUNTY SHERIFF'S OFFICE

The following instruction shall be a STANDARD OPERATING PROCEDURE of the Snohomish County Sheriff's Office and supersedes all previous information relating to:

SCHOOL RESOURCE OFFICER



Table of Contents

1. STATEMENT OF PURPOSE	3
2. MISSION STATEMENT	3
3. GOALS	3
4. SCHOOL RESOURCE DEPUTY RESPONSIBILITIES	4
5. JOB DESCRIPTION / EXAMPLES OF DUTIES:	4
6. EXPECTATIONS	5
7. WEAPONS	6
8. WORK SCHEDULE AND TIME OFF	6
8.1. Working Hours	6
8.2. Unusual Occurrence	6
8.3. Duties During School Breaks	6
8.4. School Holiday	6
8.5. Teacher "In Service" Days	7
9. SELECTION	7
9.1. Prerequisites	7
9.2. Selection Procedure	7
10. ASSIGNMENT / COMMUNICATION	8
10.1. Organization	8
10.2. Communication	8
11. SCHOOL RESOURCE OFFICER SUPERVISOR	8
11.1. Performance Reviews	8

SCHOOL RESOURCE OFFICER

1. STATEMENT OF PURPOSE

The purpose of this manual is to provide a written guide of expectations, responsibilities, procedures and policies that specifically relate to the operation of the School Resource Deputy.

Deputies assigned as a School Resource Deputy are subject to and bound by the rules and procedures set forth in the Snohomish County Sheriff's Office Policy and Procedures Manual and other applicable directives.

2. MISSION STATEMENT

The mission of the School Resource Deputy is to provide school districts with a law enforcement presence on school campuses and be a resource to promote safety to school users and the immediate campus area.

3. GOALS

The School Resource Deputy, utilizing the concept of law enforcement officer, teacher, and mentor will work towards the following goals:

1. Bridge the gap and build relationships between law enforcement and youth
2. Assist schools in keeping campuses safe and drug free
3. Reduce juvenile crime through mentoring, teaching, and displaying a personal interest in students and their activities
4. Investigate school related criminal activity and assist with serious school violations as deemed necessary
5. Provide information and training on public safety and other related topics for students, parents, and school staff
6. Assist schools in problem solving to improve the quality of campus life

4. SCHOOL RESOURCE DEPUTY RESPONSIBILITIES

1. The School Resource Deputy should exhibit a positive behavior and set a high standard for professional performance for him/herself, for the Sheriff's Office, and the community.
2. School Resource Deputies must realize that their primary duty is that of a uniformed law enforcement officer. The deputy may have occasion to work in situations where less than a criminal violation has occurred, such as a school rule violation. The deputy will strive to ensure the safety of a school staff member that may be enforcing a school rule and in the absence of a school staff member being present will refer the matter to the school administration as necessary.
3. School Resource Deputies may supplement, but will not be used in lieu of school district security personnel.
 - a. Examples of non-conductive work include:
 - i. hall monitor
 - ii. retrieving students from classrooms
 - iii. cleaning graffiti from school premises

5. JOB DESCRIPTION / EXAMPLES OF DUTIES:

The primary duty of the School Resource Deputy is to ensure the safety of students, staff, and all persons on their assigned campuses. These duties may include, but are not limited to:

1. Investigate crimes occurring under school jurisdiction or on school district properties during the SRO's normal duty hours.
2. Making custodial arrests
3. Establishing a working rapport with their respective school administration and staff
4. Preparing teaching materials as a guest lecturer
5. Coordinating their schedule with school administration
6. Scheduling demonstrations for students and training for staff
7. Participating in faculty meetings, PTA presentations, and other parent programs
8. Mentoring at-risk students

9. Attempting to mediate disputes between students
10. Other duties and activities as required by the position
11. Coordinate with schools as a liaison for crisis/emergency planning.
12. Patrol of campus facilities for safety improvements and/or crime prevention through environmental design (CPTED).
13. In conjunction with school officials, coordinate security at school sponsored events to include athletics, dances, and/or graduation parties.

6. EXPECTATIONS

The following are expectations of the position. This list is not exhaustive, but identifies the most common expectations of this position:

1. School Resource Deputies will be at their assigned schools as scheduled.
2. The deputy will sign into service and upon arrival at school will notify dispatch. Due to radio inoperability in some buildings, the SRO will be available by phone or pager. Whenever the deputy leaves campus he/she will notify dispatch. The deputy will sign out of service by radio at the end of each shift.
3. In the event that the School Resource Deputy cannot be present at a scheduled school, it will be the responsibility of the deputy to ensure that the on duty supervisor and the school are notified of the absence.
4. Deputies shall be punctual in reporting to their respective schools and classes.
5. Deputies shall patrol the school campuses and adjacent communities as related to the duties of an SRO.
6. Deputies will be involved in guest teaching and visitation of classes as required.
7. Deputies will be involved in student activities -- commitment shall be determined by the School Resource Deputy.
8. While on campus, deputies will wear designated uniform or appropriate civilian clothing contingent upon circumstances or need.
9. Deputies selected as a School Resource Deputy will be required to attend National Association of School Resource Officer Basic SRO training programs that will enhance their abilities in their assignments. Deputies are to maintain all training, certification and qualifications in accordance

to Sheriff's Office policy. School Resource Officers may do so by attending Washington School Safety Organization or NASRO yearly conferences/training.

10. School Resource Deputies may be requested to assist other department SRO's during special events or during urgent situations on other campuses.

7. WEAPONS

On duty deputies shall be armed at all times with a Sheriff's Office approved firearm.

8. WORK SCHEDULE AND TIME OFF

8.1. WORKING HOURS

1. School Resource Deputies are scheduled to work a set, 40 hour week, with hours to be determined by his/her supervisor and school administration.
2. If it is necessary to flex hours, the deputy shall contact his/her supervisor for approval. Duties and activities outside the normal working hours will be compensated in accordance with the bargaining contract.

8.2. UNUSUAL OCCURRENCE

1. Administrative work days may be assigned. This may be a day when school is not in session or is cancelled due to inclement weather.
2. The School Resource Deputy shall notify their supervisor when these days occur.
3. Their supervisor shall determine if they are to report for duty or will receive approved time off.

8.3. DUTIES DURING SCHOOL BREAKS

The School Resource Deputy's duties are dependent upon the needs of the Snohomish County Sheriff's Office. If a deputy is not on vacation, the deputy will report to his/her supervisor for assignment.

- a. Vacations are discouraged while school is in session.

8.4. SCHOOL HOLIDAY

If the holiday is recognized by Snohomish County, the deputy will take the holiday off.

8.5. TEACHER "IN SERVICE" DAYS

1. The deputy may use vacation or a holiday. If there is a need, the deputy may attend the "in service" day or the deputy may report to his/her supervisor for assignment.
2. The deputy shall notify his/her supervisor of their intention **prior** to the "in service" day.

9. SELECTION

9.1. PREREQUISITES

1. A School Resource Deputy is expected to be highly motivated and productive, demonstrate high levels of self-initiative and innovation, and be able to work well with minimum supervision. A School Resource Deputy must convey a positive police presence on the school campus and maintain an excellent uniformed appearance.
2. A School Resource Deputy must have the ability to be a positive resource to the school staff, students, parents, and the residents in the surrounding neighborhoods. A School Resource Deputy's education, background, experience, interest level and communication skills must be of such a caliber that the School Resource Deputy can effectively and accurately be a resource, liaison, and mentor at the schools he/she serves.
3. A School Resource Deputy candidate must be off probationary status at time of assignment and must possess an interest in community involvement as well as have an ability to work well with children.

9.2. SELECTION PROCEDURE

The selection procedure may include any or all of the following:

1. Notification of open position within the unit.
2. Qualified interested deputies submit a letter of interest as directed within the notification.
3. Candidate prepares a written paper stating his/her goals as a School Resource Deputy which may also require other subjects as directed within the notification.
4. Oral Board which includes all principals to the contract. A separate site principal's interview may be required.
5. Recommendations from candidate's supervisor will be requested and reviewed.

- a. The Sheriff or his designee(s) will make the selection(s) based on the above findings.
- b. A minimum commitment of two (2) years is required due to the nature of work and the amount of specialized training required.

10. ASSIGNMENT / COMMUNICATION

10.1. ORGANIZATION

The School Resource Deputy is assigned to the Bureau of Operations. He/she will report to his/her designated supervisor at the precinct in which the school is located. He/she will follow the Sheriff's Office chain of command.

10.2. COMMUNICATION

1. While on duty the deputy shall carry a departmental assigned pager or cell phone
2. It is recommended that the School Resource Deputies meet with their supervisor on a weekly basis. All School Resource Deputies and supervisors shall arrange to meet as a group once a month.

11. SCHOOL RESOURCE OFFICER SUPERVISOR

11.1. PERFORMANCE REVIEWS

In addition to supervisory assessment, performance evaluation should also include input from the school level administrators to whom the SRO reports to on a daily basis.



SNOHOMISH COUNTY SHERIFF'S OFFICE

INTEGRITY · DIGNITY · COMMITMENT · PRIDE

Ty Trenary, Sheriff

August 20, 2015

Superintendent
Edmonds School District #15
20420 68th Ave. W
Lynnwood, WA 98036

Attached for your records is one copy of the fully executed agreement between the Edmonds School District and Snohomish County.

Sincerely,

Dawn Andrew
Accounting Tech II
Administrative Services Bureau
P: 425.388.3732

Snohomish County Sheriff's Office
3000 Rockefeller Avenue M/S 606
Everett, WA 98201

Enclosure