



TO: BOARD OF DIRECTORS

FROM: RYAN OVENELL, DEPUTY SUPERINTENDENT

SUBJECT: School Resource Officer Contract

DATE: August 16th, 2022

TYPE: Action Required

The School Resource Officer Contract (SRO) required revisions which included the movement of the agreement to be held with Snohomish County instead of the City of Stanwood. The new contract also holds an indemnity clause.

Recommendation: We recommend that the board move to approve the attached School Resource Officer contract.

INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND STANWOOD-CAMANO SCHOOL DISTRICT
RELATING TO SCHOOL RESOURCE OFFICER SERVICES

THIS INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND STANWOOD-CAMANO SCHOOL DISTRICT #401 RELATING TO SCHOOL RESOURCE OFFICER SERVICES (the “Agreement”), is made and entered into this 1st day of September, 2022, by and between Snohomish County, a political subdivision of the State of Washington (hereinafter “the County”) and the Stanwood-Camano School District, a municipal corporation of the State of Washington (hereinafter “the District”).

WITNESSETH

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 Stanwood High School campus; and

WHEREAS, the County agrees to allocate one 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 for the days those services are utilized,

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the District agree 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. Pursuant to RCW 28A.320 as amended by Engrossed Substitute House Bill, it is agreed that the County Sheriff (or his/her designee) will select the SRO after considering input from the District.

The SRO will assist with the enforcement, investigation, and prevention of criminal activity at the District's Stanwood High School and will respond to calls for service at other campuses as needed and available. The SRO will patrol 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 wellbeing 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 within Snohomish County.

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 Office supervisor. The parties agree that during periods when school is not in session, the County may assign the SRO to other law enforcement related duties within Snohomish County. The parties agree that the scope of this Agreement assumes a traditional 180-day school year and that any significant change in the District's scheduling that results in a school year exceeding 180 days will require a renegotiation of the terms of this Agreement.

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.

2.0 TRAINING

The District and the County confirm that all SROs will be trained in compliance with RCW 28A.400 as amended by Engrossed Substitute House Bill 1214, and that each SRO will be trained in the following areas, in compliance with RCW 28A.310 as amended by Engrossed Substitute House Bill 1214:

- a) Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
- b) Child and adolescent development;
- c) Trauma-informed approaches to working with youth;
- d) Recognizing and responding to youth mental health issues;
- e) Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
- f) Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, immigrant, female and nonbinary students;
- g) Local and national disparities in the use of force and arrests of children;
- h) Collateral consequences of arrest, referral for prosecution, and court involvement;
- i) 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;
- j) De-escalation techniques when working with youth or groups of youth;
- k) State law regarding restraint and isolation in schools, including RCW 28A.600.485;
- l) The federal family educational rights and privacy act (20 U.S.C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes; and
- m) Restorative justice principles and practices.

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. However, the District shall provide job specific training to the SRO to include attendance

to the Basic SRO Academy, as well as the annual training conference and other job-related training deemed necessary. Funding for this specialized training shall be accounted for by the District as directed in the attached financial addendum.

3.0 PURPOSE

By entering into this Agreement the parties intend merely that the County provide one (1) full time deputy sheriff to be assigned to Stanwood High School. 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.

4.0 COMPENSATION

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

4.1 If this Agreement is renewed for the 2022-23 school year, the District agrees to pay the sum of one hundred and twenty-six thousand and six hundred and thirty-six dollars (\$126,636) for services rendered during that year.

4.2 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. Such periods absent shall be reflected on the County's invoice(s) to the District.

4.3 The District agrees to compensate the County for services rendered under this Agreement outside of the normal 40-hour workweek. The services may include security for athletic events, dances, field trips, or other similar activities. The District shall have the option of using the SRO and/or other fully commissioned Deputy Sheriffs. Compensation for services rendered outside of the 40-hour work week shall be at the County's established overtime cost.

4.4 The parties agree that their respective accounting personnel shall work out an agreeable invoicing schedule. The District shall pay the County within thirty (30) days of receiving a proper invoice. Payment due to the County shall be mailed to:

Snohomish County Sheriff's Office
Fiscal Division
3000 Rockefeller Avenue MS 606
Everett, Washington 98201

5.0 PERFORMANCE EVALUATION

At the end of each school semester, the principals from the schools served by SROs shall provide written feedback about the performance of their SROs to the administrator supervising the SRO program for the District, who shall then provide that information to the Snohomish County

Sheriff's Office for purposes of the officer's performance evaluation. The County retains the authority to provide the deputy's annual performance evaluation pursuant to County contracts, policies and procedures. The District feedback and County performance evaluation shall be considered in the selection of the officers to be assigned as SROs.

6.0 TIME OF PERFORMANCE

This Agreement shall commence when executed by the parties and either filed with the Snohomish County Auditor or posted on the County's Interlocal Agreements website, whichever date is later, and shall continue through August 31, 2023. The District acknowledges that SRO services being offered by Snohomish County are contingent upon sufficient legislative appropriation during current and subsequent fiscal years.

The County acknowledges that a significant portion of the District's operating funds comes from District levies; that such levies require voter approval; are not stable funding and that a failure or failures of such levies would require the District to review its ability to maintain this and/or other programs.

7.0 ANNUAL REVIEW

In compliance with RCW 28A.320 as amended by Engrossed Substitute House Bill 1214, the District and the County shall engage in a review of the SRO program with the intent of renewing the agreement for each subsequent school year, using a process that involves parents, students, and community members. The District and the County shall ensure that any amendments to the agreement shall comply with the requirements set forth in RCW 28A.320 as amended by Engrossed Substitute House Bill 1214.

8.0 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.

9.0 DISPUTES

Any factual disputes between the County and the District that relate 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.

10.0 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 and the District agree to a regular reporting system that will include oral or written reports, two (2) times per year. These reports will be due to the District by January 31 and June 30, detailing activities performed by the SROs at Stanwood High School. The June 30 report shall set forth annual data regarding calls for law enforcement service and a description of each incident that resulted in student discipline, use of force against a student, or a student arrest. For each such incident, the report shall include the offense type, race, ethnicity, gender, age, and students who have an individualized education program or plan developed under section 504 of the federal rehabilitation act of 1973. Each report shall also include the number of complaints related to the SRO's job duties and student interactions reported to the Snohomish County Sheriff's Department. The District Superintendent, Sheriff, SRO Supervisor, and/or other appropriate staff will meet to confer on the health and effectiveness of the Program and to review the reports in January and June. To the extent allowed by law, such reporting system may be modified by the mutual written agreement of the parties.

11.0 LEGAL REQUIREMENTS

Both parties shall comply with all applicable federal, state and local laws in performing this contract.

12.0 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.

13.0 NOTICE

Any notice to be given to the COUNTY under this agreement shall be either mailed or personally delivered to:

Snohomish County Sheriff
3000 Rockefeller Avenue MS 606
Everett, Washington 98201

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

Deborah Rumbaugh, Deputy Superintendent
Stanwood-Camano School District
26920 Pioneer Highway
Stanwood, WA 98282

14.0 INDEMNIFICATION

14.1 COUNTY RESPONSIBILITY. The County 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 County 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.

14.2 DISTRICT RESPONSIBILITY. The District shall defend, indemnify, and hold harmless the County 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 County.

14.3 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 County 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.

15.0 ENTIRE AGREEMENT

This document comprises the entire agreement between parties and supersedes any provision not contained herein

IN WITNESS WHEREOF, the parties have executed this Agreement.

STANWOOD-CAMANO SCHOOL DISTRICT

Superintendent

DATE _____

SNOHOMISH COUNTY

County Executive

DATE _____

RECOMMENDED FOR APPROVAL

Sheriff

DATE _____

APPROVED AS TO FORM

Deputy Prosecuting Attorney

DATE _____

REVIEWED BY COUNTY RISK MANAGEMENT

Risk Manager

DATE _____