

**SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN CITY OF YAKIMA AND YAKIMA SCHOOL DISTRICT NO. 7**

This SCHOOL RESOURCE OFFICER AGREEMENT (“Agreement”) is made and entered into by and between the Yakima School District No. 7 (“District”) and the City of Yakima, Washington (“City”) for the purpose of maintaining a School Resource Officer (“SRO”) Program in the public school system. This Agreement is entered into pursuant of the Interlocal Cooperation Act, RCW Chapter 39.34. In consideration of the terms and condition set forth herein, the parties agree as follows:

ARTICLE I

Mission and Purpose

Mission: The mission of the SRO program is to improve school safety and the educational climate at the school. The role of the SRO on campus typically involves three parts: educator, informal counselor, and law enforcer. The focus of any SRO working in the district is to keep students out of the criminal justice system when possible. SROs 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. The primary responsibility for maintaining proper order and conduct in the schools resides with school principals or their designee with the support of other school staff. This may include minor violations of the law occurring during school hours or at school activities. The SRO program does not diminish the district’s authority and shall not be used to attempt to impose criminal sanctions in matters that are more appropriately handled within the district.

Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including disorderly conduct; disturbance/disruption of schools or public assembly; loitering; profanity; and fighting that does not involve physical injury or a weapon, shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest).

Purpose: The purpose of this Agreement is for the City to provide contract services in the form of SROs to the District. The services provided include law enforcement and related services as described in this Agreement.

ARTICLE II

OBLIGATION OF THE CITY: The City shall provide sworn police officers to serve as SROs as follows:

Provision of an SRO: The City shall assign seven (7) regularly employed officers who will begin their contract upon the start of and during the course of the school

year, which begins August _____, 2020, to the following primary areas of coverage during the normal (non-summer) school year:

- Eisenhower High School
- Davis High School
- Washington Middle School
- Lewis & Clark Middle School
- Stanton Alternative High School
- Wilson Middle School
- Franklin Middle School

Although generally assigned to the above named schools, the SRO will provide coverage to other nearby District middle and elementary schools and areas surrounding the principle campuses identified. The services provided by the SRO are in addition to normal police services already provided by the City.

(A) Selection of an SRO: The Superintendent of the District in consultation with the Chief of Police shall choose the SROs to be assigned on the basis of the following minimum criteria:

- (1) The officer must have the ability to deal effectively with a diverse student population. Bilingual officers will be preferred.
- (2) The officer must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among younger people. Therefore, the personality, grooming and communication skills of the officer should be of such nature so that a positive image of the police agency is reflected. The officer should sincerely want to work with staff and students of the particular school in which the SRO is assigned.
- (3) The officer must have the ability to provide quality educational services. Communication skills of the officer must be of high caliber so that the officers can effectively and accurately provide resource teaching services.
- (4) The officer must have the desire and ability to work cooperatively with the building administrative staff and employees.
- (5) The officer must be a state certified law enforcement officer.
- (6) The officer must have received and it must be confirmed by the Yakima Police Department that he or she has received training in all the areas identified under RCW 28A.320.124(1)(a)-(l):
 - 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;
- 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) (20 U.S.C. Sec. 1232g) requirements, including limits on access to and dissemination of student.

(7) YSD will collaborate with YPD to support training in all the areas identified under RCW 28A.320.124(1)(a)-(l).

The District and the Yakima Police Department will work jointly to ensure that the SRO receives such training annually.

(B) Overtime Pay: The Police Department recognizes that some overtime is necessary and required. All SRO overtime requests, except for emergencies, must be approved prior to the overtime assignment by the Police Department supervisor in charge of SROs. Any school related overtime must be pre-approved by the superintendent/designee and will be billed to the District at the current overtime rate. This billing will be in addition to those charges set forth in Appendix “A”.

(C) Regular School Duty: The SROs must report to their assigned school for regular school duty on a full-time basis of eight (8) hours on those days and during those hours that school is in session. When the assigned school is not in session, the principal will make a determination if the SRO is needed for that day to supply the support services identified under Article II, Section E and/or the District may assign the SRO to another school(s). This assignment does not prohibit the SRO from participating in emergency response and/or fulfilling training requirements as determined to exist by the Chief of Police or designee(s). In the event an SRO is scheduled for department related training for more than one day, the City will backfill that SRO position with another officer on the second day and until the

assigned SRO returns to duty. Each SRO will be limited to two city/department related training days per month. In the event of a third city related training day in a month, the department agrees to backfill the school for each day the SRO is absent for training. The City is not required to backfill the school if the SRO is attending training scheduled by the School District.

(D) Supervision of the SRO: While on duty, the SRO acts under the direction of the school principal/designee and the designated supervisor. If called to a secondary site, the SRO acts under the direction of the school principal/designee of the secondary site. SRO's shall still report to their immediate law enforcement supervisor. At all times the SRO retains full law enforcement authority and discretion.

(E) Duties of the SRO: While on duty, the SRO shall perform the following duties:

In situations where an SRO must be on extended leave (absent more than 10 consecutive days) the Yakima Police Department will seek to ensure that the substitute for that SRO has received the training identified above.

PRIMARY SITE

1. VISIBILITY

- 1.1 Patrol school facilities and grounds during designated school hours for the purpose of personal and property protection.
 - Observe and monitor students and visitors entering and leaving campus.
 - Greet and assist authorized visitors by providing directions and assistance.
- 1.2 Be immediately available for aiding staff and students in routine and emergency security and first aid situations.
- 1.3 Provide building security.

2. REPORTING TO THE DISTRICT

- 2.1 Recognize possible illegal activity, violations of school rules, and safety issues.
- 2.2 Gather and maintain information on:
 - Gangs and gang activity
 - Criminal activities
- 2.3 Forward above information to the principal/designee.
- 2.4 Based on reported information, plan prevention/intervention activities.

3. PROFESSIONAL RELATIONSHIPS

- 3.1 Establish and maintain a positive, proactive relationship with students, staff, parents, and community.
- 3.2 Promote communication with students to ensure a safe campus environment.
- 3.3 Encourage prescribed standards of conduct and behavior and positive student attitudes.
- 3.4 Serve as a positive role model for students.

4. STUDENT ACTIVITIES AND EVENTS

- 4.1 Provide law enforcement services at student activities and events such as dances, athletics, and/or other public events, as needed. It will be the School District's decision whether the SRO's shift is adjusted or if the SRO is compensated with overtime for events during non-school hours. Overtime must be preapproved by the superintendent/principal or designee and will be billed to the school district as per Article II section B of this agreement. If the school/school district would prefer the SRO adjust his/her work schedule for an after-school event, they must provide at least 48 hours advance of schedule change for the schedule adjustment.
- 4.2 Assist with supervision at school events.

5. CONFIDENTIALITY

- 5.1 Maintain professional level of confidentiality at all times.

6. WRITTEN REPORTS/DOCUMENTATION

- 6.1 Complete and submit written incident reports (not including official police reports) regarding the following activities:
 - Criminal
 - Security concerns
 - Safety
 - Violation of school rules
 - Violation of district operational procedures
- 6.2 Complete and submit written school incident reports to principal/designee in a timely fashion. The SRO shall not be expected to provide confidential police reports to non-law enforcement personnel, as per the Revised Code of Washington State.
- 6.3 Maintain a patrol log; keep records of persons or activities on school property observed during patrol.
- 6.4 Testify in court proceedings, as needed.
- 6.5 Provide information to building administrators concerning unsecured areas noted during patrol.

6.6 Observe, collect, preserve, and record evidence of crimes.

6.7 Submit additional reports, as requested.

7. INVESTIGATIONS

7.1 Investigate or assist administrators in investigating:

- Illegal acts, e.g., theft
- Suspicious activities occurring on school property
- Disturbances

7.2 Conduct investigations (criminal and otherwise)

- Question suspects
- Interview witnesses
- Interview victims

7.3 At the direction of building administration, provide for law enforcement services for staff as they search students and/or vehicles when there is reason to believe that weapons, drugs or other contraband might be involved.

7.4 Apprehend or assist in apprehension of individuals committing or suspected of committing crimes on school property.

7.5 Respond to fire alarms and bomb threats.

- Conduct searches, as needed
- Secure buildings.

7.6 Assist building administrators to keep unauthorized visitors from buildings, grounds, and

- Meet and interact with students and non-students on and adjacent to school property and in hallways of assigned schools.
- Respond to reports of intruders.
- Report unauthorized visitors to administrator.
- Deliver Trespass Warning Notices to offenders.
- Evict unauthorized persons from school facilities.

7.7 Disperse groups as required to maintain order and safety.

7.8 Defuse and de-escalate confrontations and critical situations.

7.9 Conduct student mediation/interventions as needed.

7.10 Attempt to locate and recover stolen property.

7.11 Physically intervene and/or restrain students and/or non-students in a safe manner when necessary. The SRO shall complete appropriate documentation in a police report in these incidents.

7.12 Transport voluntary students in emergency situations with the approval of a police supervisor. No medical transports will be provided.

8. EDUCATION

8.1 Provide information to staff and students concerning property protection.

8.2 Provide information to staff and students regarding safety measures.

8.3 Provide educational curriculum on agreed upon topics at appropriate grade level.

8.4 Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Chief of Police or designee and Principal or designee.

8.5 Act as a resource person in the area of law enforcement education.

8.6 Provide law enforcement input into school-based security, including teaching of school district security personnel as well as the review of fencing and security systems.

8.7 Attend all Yakima Police Department mandated training as required to maintain law enforcement qualifications and certifications.

9. EMERGENCY SERVICES

9.1 Serve as an integral part of the school crisis/emergency plan.

10. ADDITIONAL DUTIES

10.1 Complete related tasks as assigned by principal/designee.

10.2 Perform such other duties as mutually agreed upon by the Principal and Chief of Police or designees, so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this Agreement and so long as such duties are consistent with state, federal, and local law and the policies and procedures of the Yakima Police Department.

SECONDARY SITE

1. EMERGENCY SERVICES

1.1. Serve as an integral part of the crisis/emergency plan for the school(s) to which you are assigned.

1.2 React calmly, appropriately, and with good judgment in crises.

2. NOTIFICATION/DOCUMENTATION

2.1 Notify the primary site contact that you are leaving.

2.2 For the primary site contact, tell the name of the school you have been called to.

2.3 Complete the necessary documentation regarding the call-out.

3. EDUCATION

3.1 If assigned, provide educational training at the identified grade level(s) and school(s).

F. Attire: The SRO will wear an official police uniform, which shall be provided at the expense of the City, however, civilian attire may be worn on such occasions as may be mutually agreed upon by the principal and police command.

G. Support Services to be provided by the Yakima Police Department: The City's Police Department and the SRO will supply the following services:

- (1) Provide information on all offense reports taken by the SRO to the school principal or designee, upon request, and as the law may allow.
- (2) The capability to receive and dispatch SROs via telephone, walk-in, radio, district radio frequency and/or pager.
- (3) Process, file and maintain police reports and other police records according to law.
- (4) Provide coordination, development, implementation and evaluation of security programs in the school assigned.
- (5) Provide each SRO with a patrol automobile and other necessary police equipment. The cost of purchasing, maintaining and repairing police equipment provided under this Agreement shall be borne by the City.
- (6) Coordinate with school administrators, staff, law enforcement agencies and the courts to promote order on the school campuses.
- (7) Make presentations to civic groups.
- (8) Maintain criminal justice standards as required by law.
- (9) Coordinate and participate with the school safety committee (s).
- (10) Coordinate crime prevention activities at the assigned school locations.
- (11) Provide professional development training for selected District personnel when requested.

(12) Attend school safety meetings as requested.

H, Additional Statutory Requirements. In addition to and in conjunction with the duties identified above, regarding student behavior and discipline, in accordance with RCW 28A.320.124(2)(a)(i)-(iii). The SRO is:

- (1) Prohibited from becoming involved in formal school discipline situations that are the responsibility of school administrators.
- (2) Acknowledged to be SROs, but also serve a role as teacher, informal counselor, and law enforcement officer.
- (3) Recognized as being trained to know when to informally interact with students to reinforce school rules and when to enforce the law.

ARTICLE III

The parties understand and agree that the District has sole responsibility for the administration of student discipline.

ARTICLE IV

The SROs are employees of the City and not employees of the District. The City, subject to the terms, conditions and limitation herein, shall be solely responsible for control of its personnel, standards of performance, police certified training, discipline, and all other aspects of performance by City employees while performing services under this Agreement. Notwithstanding the foregoing, there will be an annual review of the performance of the SROs by the District Superintendent and the Chief of Police to ascertain the continuation of the SRO's assignment.

ARTICLE V

In Consideration of the service provided herein, the District shall pay the City as set forth in Appendix A, attached hereto and incorporated herein by this reference.

ARTICLE VI

The parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this Agreement. The Superintendent of the District or designee and the Chief of Police or designee will administrate this Agreement and attempt to resolve difficulties or questions that may arise during the term of this Agreement.

ARTICLE VII

This agreement is the complete and exclusive agreement between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relevant to the subject matter of this agreement. Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

To dismiss an SRO from the duties described in this Agreement, the Superintendent or designee shall communicate, in writing, to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be changed within ten (10) days of the City's receipt of the request.

ARTICLE IX

The term of this Agreement shall be for twelve (12) months commencing August ____, 2020 and ending June 30, 2021. The District shall receive the SRO services described in Article II during the regular school term, excluding summer school, for the full term of this Agreement.

ARTICLE X

Notwithstanding this Agreement, the District shall receive all normal police services and all normal neighborhood resource officer services in addition to the services described in this Agreement.

ARTICLE XI

The District shall provide the SRO in each school to which the SRO is assigned the following materials and facilities necessary to perform the duties by the SRO, enumerated herein:

- (1) A dedicated private office, which is properly lighted, with a dedicated telephone to be used for general business purposes. Multi-purpose rooms shall not be deemed a sufficient substitute for a private office.

- (2) A location for files and records that can be properly locked and secured.
- (3) A Desk with drawers, a chair, working table, filing cabinet and necessary office supplies.
- (4) Access to a Macintosh or IBM compatible computer with word processing capabilities in said private office.

ARTICLE XII

The City and District will collaborate on identifying and accessing funding sources for the SRO program that include but are not limited to state and federal grants.

ARTICLE XIII

Compliance with RCW 28A.320.124(2). In accordance with RCW 28A.320.124(2) the following provisions are made a part of this Agreement:

- (1) The parties will annually review this Agreement and adopt a new agreement where the District uses a process that involves parents, students, and community members.
- (2) The District shall ensure that policies and procedures are adopted that clarify the circumstances under which teachers and school administrators may ask an officer to intervene with a student.
- (3) The parties shall provide for the annual collection and reporting of data regarding calls for law enforcement service and the outcome of each call, including student arrest and referral for prosecution, disaggregated by school, offense type, race, gender, age, and students who have an individualized education program or plan developed under section 504 of the federal rehabilitation act of 1973.
- (4) The parties will establish and ensure that there is a process for families to file complaints with the school and/or local law enforcement related to SROs and a process for investigating and responding to those complaints. All SRO complaints go to the SRO supervisor and investigated pursuant to YPD policy and procedure.

ARTICLE XIV

TERMINATION: This Agreement may be terminated by either party upon thirty (30) days written notice in the event that the other party fails to substantially perform in accordance with the terms and conditions of the Agreement through no fault of the party initiating

termination. This Agreement may also be terminated, without cause, by either party upon ninety (90) days written notice. In the event this Agreement is terminated, compensation will be made to the City for all services performed under this Agreement up to the specified date of termination. If termination is necessary due to lack of substantial performance in accordance with the terms and conditions of the Agreement by the City, the District may be entitled to a prorated refund for each day that the SRO services are not provided because of termination of this Agreement.

ARTICLE XV

Notices: Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties at their respective addresses as follows:

To the City: Chief of Police
 Yakima Police Department
 200 South Third Street
 Yakima, WA 98901

To the District: Superintendent
 Yakima School District
 104 N. 4th Avenue
 Yakima, WA 98902

or to such other address as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid. Such notices shall be deemed effective three (3) business days, excluding holidays, after mailing or immediately upon being hand delivered to the address specified above.

ARTICLE XVI

Unless otherwise provided herein or agreed to in writing by the parties, all property acquired by the City during the term of this Agreement related to its performance under this Agreement shall be paid for by the City and shall remain the property of the City upon termination of this Agreement. Any property acquired jointly by the City and the District during the term of this Agreement relating to the subject of this Agreement shall, upon termination of this Agreement, be disposed of in such manner as mutually agreed upon by the parties.

ARTICLE XVII

Each party hereto agrees to be responsible and assume liability in the performance of this Agreement for its own wrongful and/or negligent acts or omissions and those of its officers, elected officials, agents, volunteers, and/or employees to the fullest extent allowed by law.

In the event that the officials, officers, agents, and/or employees of both the District and the City are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damage, judgments, costs and expenses (including reasonable attorneys' fees). Nothing contained in this Section of this Agreement shall be construed to create a liability or a right of indemnification in any third party. The provisions of this Section shall survive the termination or expiration of this Agreement.

ARTICLE XVIII

This Agreement is entered into for the sole benefit of the City and the District. It shall confer no benefits or rights, direct or indirect, on any third persons. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.

ARTICLE XIX

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Any provision of this Agreement in direct conflict with any statutory provision of the State of Washington shall be deemed modified to conform to such statutory provision.

ARTICLE XX

The waiver by the District or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provision.

ARTICLE XXI

Any provision of this Agreement that imposes an obligation that continues after termination or expiration of this Agreement shall survive the term or expiration of the Agreement and shall be binding on the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The

venue for any action to enforce or interpret this Agreement shall lie in Yakima County, Washington.

ARTICLE XXII

Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Yakima County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

CITY OF YAKIMA, WASHINGTON YAKIMA SCHOOL DISTRICT NO. 7

Robert Harrison, City Manager
City of Yakima

Trevor Greene, Superintendent
Yakima School District No. 7

Date: _____

Date: _____

Attest: _____
_____, City Clerk

City Contract No. 2020-_____

City Resolution No. R-2020-_____

APPENDIX A

Pursuant to Article V, the District shall pay the City the following amounts for each year of the contract. This appendix does not include overtime pay as set forth in ARTICLE II Section (B) which will be billed separately in accord with the specific provisions of the Agreement.

2020-2021

For 2020-2021 the District shall pay the City a total of \$688,456.97. This figure represents 75% of the total cost of the seven SROs.

Payments shall be made in quarterly installments, at the time quarterly reports are submitted to the District and the City. Excepting agreed upon overtime compensation that accrues in accord with ARTICLE II, Section (B), no other consideration will be required during the term of this Agreement for in-school services provided hereunder. Overtime will be itemized and billed quarterly.

COVID-19 School Closure. In the event that schools within the District are not open to students due to COVID-19 concerns, the City will not be required to provide SROs to the District under this Agreement. For each day that SROs are not provided due to COVID-19 school closure, the amount payable to the City by the District shall be reduced by \$3824.76, which is the per diem rate payable under the terms of this Agreement.