SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT made and entered into on July 25, 2016, by and between **CLARKSTON SCHOOL DISTRICT NO. J250-185,** hereinafter referred to as the "School District" and **CLARKSTON POLICE DEPARTMENT,** hereinafter referred to as the "Police Department".

In consideration of the mutual promises and covenants herein contained, the School District and the Police Department hereby agree as follows:

ARTICLE I.

School Resource Office Program is hereby established in the Public School System of Clarkston, Washington, from August 1, 2016, to July 31, 2017.

ARTICLE II.

The Police Department shall provide a School Resource Officer, hereinafter referred to as the SRO, as follows:

A. Sites:

The Police Department shall assign one regularly employed Police Officer to provide SRO functions to the following schools:

Clarkston High School
Lincoln Middle School
Educational Opportunity Center
Grantham Elementary
Highland Elementary
Heights Elementary
Parkway Elementary

B. Schedule:

1. The SRO shall be assigned to the School District on a full-time, forty (40) hour workweek during the school year. Scheduling for the SRO while school is in session will be determined by mutual agreement of the School District administration, the SRO and the SRO's police supervisor. The SRO will not take vacation while school is in session unless specifically approved by the parties.

2. The office for the SRO will be located at CHS. The SRO will report to CHS at 7:30 a.m. and remain on duty and available to all district schools until 3:30 p.m.

3. The officer will take an hour lunch break during a time that is mutually agreed upon by the school district and the Police Chief. The lunch break will be determined as an hour when the SRO is least needed on school sites and may change as school needs change throughout the school year.

C. Duties of the School Resource Officer:

1. SRO responsibilities:

   a. The SRO may act as an instructor for specialized, short-term programs at the school (when invited to do so by the principal or member of the faculty), if available, with School District approval;

   b. The SRO may attend, when available, parent/staff meetings to solicit support and understanding of the program;

   c. The SRO may make himself available for conferences with students, parents, and staff members in order to assist them with law enforcement or crime prevention related issues;

   d. The SRO shall become familiar with all community agencies which offer assistance to the youth and their families;

   e. When available, the SRO shall participate in monthly CORE Team and Elementary Support meetings;

   f. The SRO shall assist the School District and/or principals in developing plans and strategies to prevent and/or minimize dangerous situations as well as review protocols with District Administration;

   g. The SRO shall become familiar with the emergency plans of the school district and individual buildings;

   h. The SRO shall maintain detailed and accurate records of the operation of this program as agreed upon by District Administration. This report will include:

      i. A log describing professional development and training;
      ii. A log describing classroom presentations:
         date, school, grade, curriculum, number of students;
      iii. A log describing presentation to district personnel:
         date, audience, topic;
      iv. A log describing student contact:
         month, school, grade, situation;
      v. A log describing participation in community and school district committees:
         month, description

   i. The SRO shall be familiar with the school district policies and school building procedures relating to discipline, however, the SRO shall NOT act as a school disciplinarian;

j. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to school district policy, police policy, and legal requirements with regard to such interviews;

k. The SRO shall take law enforcement action as required. The SRO shall make the principal or his designee aware of such action as soon as possible. When it is appropriate, the SRO will inform the district Superintendent or designee of the action taken;

l. The SRO is not to be used for regularly assigned lunchroom duties, hall monitoring or other monitoring;

m. The SRO or other assigned officer shall conduct the School District's Annual Safety Audit, in collaboration with School District's Maintenance Department, will monitor the school safety requirements as outlined in SB 5097, in order to ensure all buildings are in compliance.

ARTICLE III.

A. Duties of the School District.

1. The School District shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

a. Office space to include a desk and telephone;
b. A cell phone to conduct school business;
c. A file cabinet which can be properly locked and secured;
d. Office supplies as needed to perform SRO's duties;
e. Access to a computer for word processing, data collection and e-mail.

ARTICLE IV.

A. Financing of the SRO:

The School District shall pay to the Police Department $72,545.12 for 180 eight (8) hour days worked between August 1, 2016 and July 31, 2017. This will be paid to the Police Department in eleven (11) monthly payments, the first being paid on October 31, 2016, and the last being paid on September 30, 2017. The Police Department will submit monthly invoices to the School District. Upon receipt of the monthly invoice and the SRO's monthly time sheet, informational logs and any other grant data, payment will be issued. The payment will be pro-rated to the number of eight (8) hour days worked in the month.

All liabilities for salaries, wages and any other compensation, work related injury or sickness of the SRO shall be that of the Clarkston Police Department.

ARTICLE V.

A. Employment status of the SRO:

The SRO shall remain an employee of the Clarkston Police Department, and shall not be an employee of the School District. The School District and the Police Department acknowledge that the SRO shall remain within the chain of command of the Clarkston Police Department.

ARTICLE VI.

A. Dispute Resolution--Dismissal of SRO—Replacement:

1. In the event that a principal of a school in which the SRO is working feels that the SRO is not effectively performing his duties and responsibilities, the principal or representative will provide the School District Superintendent with written notification of the complaint, including specific reasons for the complaint or dissatisfaction. The Superintendent will determine if the concern needs to be taken to the Police Chief. If the Superintendent deems that the concern needs to be taken to the Police Chief, a written notification will be sent to the Police Chief. Within a reasonable time after receiving said written notification, the Police Chief will investigate the complaint or dissatisfaction and provide feedback to the Superintendent. If the problem is not resolved to both parties satisfaction, the SRO shall be removed from the program and a replacement shall be obtained.

2. In the event that the SRO feels that the School District is not abiding by its agreement or a situation exists that is not resolved by communicating with building principals, the SRO will notify the Police Chief. If the Police Chief deems necessary, a written notification will be sent to the Superintendent of the School District. Within a reasonable time after receiving said written notification, the Superintendent will investigate the complaint or dissatisfaction and work with the Police Chief to achieve a mutually agreed upon solution.

3. The Police Department may dismiss or reassign the SRO based upon Department Policies or need. In the event that the Police Department does not have an officer available for the School Resource position, the Police Department may subcontract with another agency to provide an officer for the school district by mutual consent with the School District.

4. In the event of resignation, dismissal, reassignment, or long-term absence of the SRO, the Police Department shall provide a temporary replacement for the SRO within 15 days of receiving notice of such action. The school district must be notified immediately upon receiving that notice.

5. This agreement may be terminated by either party upon sixty (60) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The Agreement may be terminated without cause by either party upon 180 days written notice.

B. **Good Faith:**

1. The School District, the Police Department, their agents and employees agree to cooperate in good faith in fulfilling the term of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees.

2. This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

3. This Agreement and each and every covenant herein shall not be capable of assignment unless the express written consent of the School District and the Police Department is obtained.

4. This Agreement constitutes a final written expression of all the terms of the Agreement and is a complete and exclusive statement of those terms.

5. The District and Clarkston Police Department agree that exchange of information shall comply with RCW 28A.600.475 regarding student information.

6. Each party will protect, defend, indemnify, and save harmless the other party, its officers, employees and 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 that party, its officers, employees or agents related to the performance of the party's duties under this Agreement. However, noting in this agreement shall be construed to benefit third parties or to imply a special relationship between the Department and any students or employees to impose any duty other than that of a law enforcement officer serving the general public.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

CLARKSTON SCHOOL DISTRICT	CLARKSTON POLICE DEPARTMENT
By: _____ Superintendent	By: Monika Lawrence Mayor
Dated signed: 7-26-16	Date signed: 7-26-2016