

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

AGENDA ITEM: Marysville Police School Resource Officers MOU with the Marysville School District	
PREPARED BY: Richard Smith	DIRECTOR APPROVAL:
DEPARTMENT: Police	
ATTACHMENTS: MSVL School District No. 25 and City of Marysville School Resource Officer(s) Agreement	
BUDGET CODE:	AMOUNT: \$576,000.00
SUMMARY:	

The attached document is the Memorandum of Understand between Marysville Police Department and the Marysville School District for two assigned School Resource Officers.

This MOU states that the Marysville School District will pay ten months salaries for two assigned School Resource Officers for a period of three years. This agreement (MOU) is a partnership between the Marysville Police Department and the Marysville School District.

This MOU begins at the start of the 2015/2016 school year, dated September 1, 2015 and concludes June 30, 2018.

The Marysville School District has committed to paying \$192,000.00 annually for the following school years; (2015/2016), (2016/2017), (2017/2018).

RECOMMENDED ACTION: Accept and approve the attached MOU with the Marysville School District for funding 10 months salary for two assigned School Resource Officers salaries inclusive of 9/1/2015 and 6/30/2018 school terms.

Marysville School District No. 25

And

**City of Marysville
School Resource Officer(s) Agreement**

This agreement made between and entered into this _____ day of _____, 2015, by and between the City of Marysville (hereinafter referred to as the City) and the Marysville School District (hereinafter referred to as the School District).

WITNESSETH

WHEREAS, the City of Marysville and the Marysville School District agree that it is in the best interest of both parties to continue with the School Resource Officer program by assigning police officers to the selected schools of the District; and

WHEREAS, two officers are currently assigned as School Resource Officers (SRO); and

WHEREAS, the parties agree that the SRO's have provided valuable services to the School District and its students; and

WHEREAS, the parties agree that the SRO program increases public safety; and

WHEREAS, the parties agree that the SRO program is a high priority; and

WHEREAS, the Marysville School District agrees to provide partial funding for the two School Resource Officers for three years -- a period covering the 2015-2016, 2016-2017, and 2017-2018 school years, unless terminated according to this agreement.

Now Therefore it is Mutually Agreed As Follows:

1. Purpose

The Marysville Police Department and the Marysville School District will assign two (2) regularly employed Marysville Police Officers to serve as School Resource officers within the District's schools. The Officers will provide assistance with safety and security issues on the school campuses and at other school events. The officers shall respond to reports of criminal activity which have occurred on the assigned campus and shall assist to identify, investigation, deter,

and respond to incidents involving weapons, violence, harassment, intimidation, youth gang involvement or other crime related activities.

In addition, and when time allows, the Officers will serve as a positive resource to provide school students, parents, school staff and administrators with information, support, and problem-solving mediation and facilitation.

The School Resource Officers' mission includes the Community Policing Strategy outlined by the United States Department of Justice's Community Oriented Police Services ("COPS"). The strategy is summarized as: "Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime."

It is agreed that the City shall select the Officers to be assigned to the schools in consultation with the school administration. The Officers shall be assigned to the school assignment for their regular workweek minus any scheduled vacation time, sick time, training time, court time, or any other police related emergency.

Scheduling for the Officers while school is in session will be mutually agreed upon by the school administration, and the Officers' police supervisor. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.) the Officers will work on assignments as determined by the police supervisor.

2. Payment

The Marysville School District shall make an annual payment to the City due on June 30th of 2016, 2017, and 2018, following completion of the school year for which police service was provided. The payments represent the financial responsibility of the Marysville School District outlined in this Agreement. The School District will pay the City an amount equal to the base salary for the SROs and the City will notify the School District of the cost of the base salaries for the ensuing school year. This agreement does not constitute an employment agreement between the District and the City.

Throughout the duration of this agreement, each SRO will remain an employee of the City for all relevant employment purposes and obligations under federal, state, and local law. The City shall be responsible all costs of employing the officers, such as overtime, benefits, etc. The annual amount of the School District's obligation for 2015-2016 shall be in accordance with the payment schedule attached as Exhibit A. The City shall provide the School District with an updated payment schedule for the 2016-2017 school year by June 30, 2016, and for the 2017-2018 school year by June 30, 2017.

3. Agreement for Sole Benefit of Parties

It is understood and agreed to that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party.

4. No Joint Venture or Separate Entity

No joint venture or partnership is formed as a result of this agreement.

5. Reporting Obligations

The City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report suspected abuse or neglect of any child under the age of 18 pursuant to the provisions of Chapter 26.44 RCW.

In addition, the City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report to the building or program administrator any use of restraint or force used on any student engaged in school-sponsored instruction or activities. SROs will also follow-up with any required written notice or report detailing such the facts of such incident in compliance with RCW 28A.600.485.

6. Policies and Procedures of the District

Each SRO assigned to a school will become familiar with the District's policies and procedures and will strive to comply with and promote the policies and mission of the District while assigned to a school. Each SRO acknowledges the importance of adult role models in the lives of students served by the District, and agrees to conduct himself/herself at all times and in all interactions with students in a manner consistent with community expectations, the highest professional standards, and District Policy 5253 and implementing procedure 5253P (Maintaining Professional Staff/Student Boundaries).

7. Student Education Records (FERPA)

Notes, records, and other documents related to a student that have been created or maintained by an SRO while working with the school may be "education records" within the meaning of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and 34 C.F.R. Part 99, as well as corresponding state law, unless the document is exempted from the "education record" definition by federal regulation. When such notes, records, and other documents fall within the definition of an "education record," such notes, records, and other documents are subject to the request and confidentiality provisions of FERPA, and must be

shared with the school or a student's parent/guardian upon request unless a specific exception applies.

SROs working on school grounds may also have access to additional student education records while assigned to school to carry out the SROs duties and responsibilities. Any education records containing a student's personally identifiable information may not be further disclosed by an SRO to any third party without express written permission of the student's parent/guardian or unless otherwise authorized by federal or state law.

Both parties are subject to the Public Records Act (PRA), chapter 42.56 RCW and shall comply with the PRA and cooperate to ensure compliance with the PRA and with FERPA.

8. Independent Contractor

The SROs will remain under the supervision, direction, and policies of the City and all City property used by the SROs will remain City property. In the event the School District provides the use of School District property to the officers, it shall be on a temporary basis and will remain the property of the School District.

9. Administration

The Chief of Police will direct the SROs. To the extent any joint decisions are necessary the Chief and the Superintendent or the Superintendent's designee (e.g., the school building administrator) will confer or cause their subordinates to confer to carry out the purposes of this Agreement.

10. Liability and Indemnification

Each Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement. The City agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the City, its employees, officers, or agents. The District agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the District, its employees, officers, or agents. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington. Neither party shall be responsible to the other party for the consequences of any acts or omission of any person, firm, or corporation not a party to this agreement. Neither party to this agreement is the agent of the other party.

The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

No liability shall attach to the City or the District by reason of entering into this agreement except as expressly provided herein.

11.Nondiscrimination

The City and District agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, denied employment in, or adversely affected in his or her education in the administration of or in connection with any aspect of this agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and Washington Law Against Discrimination, and agree to promptly investigate, respond to, and eliminate harassment involving students of which they have knowledge, as required by the provisions of federal and state law.

In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

12.Dispute Resolution

Any disputes between the District and the City in regard to the agreement shall be referred for determination to the Chief of Police, or his/her designee, and the Superintendent and his/her designee, for resolution.

13.Termination

Either party may terminate this Agreement for any reason if it provides the other party with at least 60 days advance written notice. In the event of termination of the agreement, the School District shall pay the City a prorated amount based upon the number of days worked by each SRO compared to the total number of days in the school year. Either party may commence renegotiation of the terms of this Agreement if it provides the other party with at least 60 days advance written notice. The parties also may renegotiate at any time by mutual agreement, provided that any change to the terms of this Agreement must be in writing.

14.Venue

This agreement and the parties' interpretation of this agreement shall be governed by Washington law, and the venue for any claim or dispute arising out of this agreement shall be Snohomish County, Washington.

15. Duration

This Agreement shall run from September 9, 2015, until June 30, 2018, or the last day of school for the 2017-2018 school year whichever is earlier.

16.Entire Agreement

This agreement constitutes the entire understanding between the parties and no other agreements, oral, or otherwise, are in existence or shall be deemed binding upon the parties. This agreement may be amended by written instrument executed by the parties.

In Witness Whereof, the parties hereto have executed this agreement on the day and year first above written.

City of Marysville

Marysville School District

Mayor
Jon Nehring

Superintendent
Dr. Becky Berg

Chief of Police
Chief Richard L. Smith

Approved as to form:

City Attorney Jon Walker

Exhibit A

Marysville School District No. 25

and

City of Marysville

School Resource Officers Agreement

Payment Schedule Addendum

2015-2016 school year = 75% of SRO salary:	\$192,000.00 (salary & benefits)
SRO (2) September 2016 – June 2017	\$TBD (salary & benefits)
SRO (2) September 2017 – June 2018	\$TBD (salary & benefits)
Funding for 2016-2017 and 2017-2018 per the Current Bargaining Agreement (MPOA)	

City of Marysville

Marysville School District

Mayor
Jon Nehring

Superintendent
Dr. Becky Berg

Chief of Police
Chief Richard L. Smith