

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 5/23/16**

<b>AGENDA ITEM:</b>	
First Amendment to SRO Agreement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jon Walker for Chief Richard Smith	
<b>DEPARTMENT:</b>	
Police	
<b>ATTACHMENTS:</b>	
Yes	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The agreement with the Marysville School District and the Marysville Police Department is regarding the three (3) SROs in the schools that are being supplemented by the COPS Grant.

This Amendment is regarding the 'discipline' wording of the original MOU. Without the approval of this Amendment the COPS Office will not allow the City of Marysville to draw down our grant funds.

<b>RECOMMENDED ACTION:</b> Approve First Amendment to the SRO Agreement for the COPS SROs.
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**Marysville School District No. 25**

**And**

**City of Marysville  
First Amendment to  
School Resource Officer(s) Agreement**

**The School Resources Officer(s) Agreement** (Agreement) made between the City of Marysville (hereinafter referred to as the City) and the Marysville School District (hereinafter referred to as the School District) on November 9, 2015 is amended as follows by adding this paragraph to section 1 of the Agreement titled "Purpose":

The parties agree that the School Resource Officers (SROs) will not be responsible for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the School District administrators unless the violation or misbehavior involves criminal conduct.

All other provisions of the Agreement remain in full force and effect except as modified by this amendment.

The parties hereto have executed this amendment to the Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**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

**Marysville School District No. 25**

**And**

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**City of Marysville**

**Marysville School District**

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Mayor  
Jon Nehring

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Superintendent  
Dr. Becky Berg

\_\_\_\_\_  
Chief of Police  
Chief Richard L. Smith

Approved as to form:

\_\_\_\_\_  
City Attorney Jon Walker

**Marysville School District No. 25**  
**And**  
**City of Marysville**  
**School Resource Officer(s) Agreement**

This agreement made between and entered into this 4 day of November, 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**, pursuant to a separate agreement, the Marysville School District has agreed to provide partial funding for the two existing School Resource Officers for three years -- a period covering the 2015-2016, 2016-2017, and 2017-2018 school years; and

**WHEREAS**, both parties and public safety would benefit from an expansion of the SRO program; and

**WHEREAS**, The parties anticipate that a COPS grant is available to fund the three additional SRO positions

**WHEREAS**, funding three additional SRO's through a grant from the United States Department of Justice's Community Oriented Policing Services would significantly enhance the program and its benefit to the parties and the community;

*ORIGINS*

**Now Therefore it is Mutually Agreed As Follows:**

**1. Purpose**

The Marysville Police Department and the Marysville School District currently split the costs of two (2) regularly employed Marysville Police Officers who serve as School Resource officers within the District's schools. The Officers provide assistance with safety and security issues on the school campuses and at other school events. The officers respond to reports of criminal activity which have occurred on the assigned campus and 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 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." This strategy will be implemented at the school level by the SROs.

This Agreement addresses expanding and enhancing the existing SRO program with three additional SRO's. The parties anticipate that a COPS grant is available to fund the three additional SRO positions. This would increase the total strength of the SRO program from two officers to five officers and greatly increase the services to students and the community. The parties will cooperate to meet any conditions to obtain and maintain the COPS grant.

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 continue to provide funding for the base salaries of the two SROs that are the subject of a separate agreement between the parties. 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.

### **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. In the event the anticipated COPS grant is not awarded or is cancelled, the obligations of both parties regarding the three additional SROs will terminate.

**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**

  
\_\_\_\_\_  
Mayor  
Jon Nehring  
  
\_\_\_\_\_  
Chief of Police  
Chief Richard L. Smith

**Marysville School District**

  
\_\_\_\_\_  
Superintendent  
Dr. Becky Berg

Approved as to form:

  
\_\_\_\_\_  
City Attorney Jon Walker

**Exhibit A**

**Resolution No. 2015-2016; Intergovernmental Cooperative Agreements  
for School Year 2015-2016**

**A RESOLUTION AUTHORIZING THE MARYSVILLE SCHOOL DISTRICT NO. 25 ADMINISTRATION  
TO ENTER INTO INTERGOVERNMENTAL COOPERATIVE AGREEMENTS**

**WHEREAS**, it is the intent of the Board of Directors of the Marysville School District No. 25 to provide appropriate educational programs which will meet the needs of the students; and

**WHEREAS**, it is desired to utilize to the best advantage existing programs, services, and facilities thereby eliminating unnecessary duplications; and

**WHEREAS**, in so doing, at times it becomes necessary to share programs, services, and facilities on an intergovernmental cooperative basis with other districts/agencies, therefore;

**BE IT RESOLVED**, that the administration be authorized to develop such intergovernmental cooperative agreements with other districts/agencies, and shall implement such programs upon the final approval of the Superintendent, effective September 1, 2015.

Adopted by the Board of Directors of the Marysville School District No. 25, Snohomish County, Washington, at a regular meeting thereof held this 2<sup>nd</sup> day of NOVEM., 2015.

**ATTEST:**



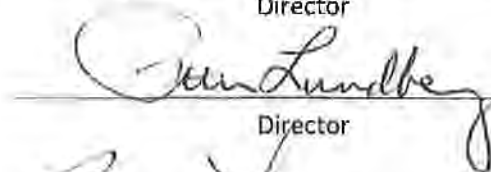
President, Board of Directors



Secretary, Board of Directors



Director



Director



Director



Director

**Marysville School District No. 25**  
and  
**City of Marysville**  
**School Resource Officers Agreement**

**Payment Schedule Addendum**

2015-2016 school year = 75% of SRO salary:	\$0.00 (salary & benefits)
SRO (3) January 2016 – June 2017	\$0.00 (salary & benefits)
SRO (3) September 2017 – June 2018	\$0.00 (salary & benefits)

**City of Marysville**



Mayor  
Jon Nehring



Chief of Police  
Chief Richard L. Smith

**Marysville School District**



Board of Directors



Superintendent  
Dr. Becky Berg