

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM: Inter-local Agreement Between the City of Marysville School District for School Resource Officer Services	
PREPARED BY: Jim Lawless	DIRECTOR APPROVAL:
DEPARTMENT: Police	
ATTACHMENTS:	Inter-Local Agreement
BUDGET CODE:	AMOUNT:
SUMMARY: The City of Marysville and the Marysville School District have a long standing relationship wherein the Police Department provides School Resource Officers (SRO). The attached agreement allows for those services to continue through the 2022-2023 school year, with two (2) officers being assigned those duties. During the term of this agreement, the District will reimburse the City for the salary and benefits of one (1) officer for the school year in the amount of \$140,038. The agreement has been reviewed and approved as to form by the City Attorney. The agreement was approved by the Marysville School District and signed by the Superintendent on August 10, 2022. A copy of the agreement is attached.	

RECOMMENDED MOTION: Request that Council authorize Mayor to sign the inter-local agreement with the Marysville School District

Marysville School District No. 25

And

**City of Marysville
School Resource Officer Agreement
2022-2023 School Year**

This agreement made 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) is effective as of the date of the last signature below

WITNESSETH

WHEREAS, the City of Maryville 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 funding for School Resource Officers as set forth in this agreement, 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 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.

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 a payment to the City due within 30 days of the commencement of services for the upcoming school year and receipt of the City's invoice. The payment represents the financial responsibility of the Marysville School District outlined in this Agreement. The School District will pay the City an amount equal to the salary and benefits for the SROs for the school year as set forth in Exhibit A. The parties intend that two officers will be assigned as SRO's and that the School District will pay for one (1) officer for the 2022-2023 school year. The City will notify the School District of the cost of the salary/benefits 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 2022-2023 school year shall be in accordance with the payment schedule attached as Exhibit A. The City and the School District shall engage in discussions regarding continuing the program for subsequent school years.

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 the effective date until the School District makes payment in full for both school years covered by this agreement.

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 Zac Robbins

Date: _____

Date: 8/10/22

Attest:

Genevieve Geddis, Deputy City Clerk

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

2022-2023 School Year

One (1) SRO

Cost for 2022-2023 School Year (salary and benefits) \$140,038

Mission:

Engage our community.

Inspire our students.

Prepare our graduates.



Work Study and Regular Meeting Agenda Meeting Minutes

Marysville School District
Educational Service Center Board Room
4220 80th Street NE
Marysville, WA 98270

The Board of Directors meetings will be hosted in-person and remotely via Zoom.

Public Comment: The Public Comment portion of the Regular Meeting allows time for the Board of Directors to hear public comment. Per the Open Public Meetings Act, the Board is not allowed to engage in open discussion with the public during a Regular Meeting. The Board, Superintendent or district personnel will not respond to public comment during the Regular Meeting, but comments may be referred to district staff for follow-up at a later date if needed or requested.

- Written Public Comments can be submitted [HERE](#). Comments submitted will be provided to each board member.
- To address the Board of Directors via ZOOM, sign up [HERE](#) 3 hours prior to the start of the meeting.
- To address the Board of Directors in person, sign up on the clipboard provided at the entrance or complete the Public Comment form [HERE](#).
- Per policy 1430 the Board requires that those addressing the Board be residents or employees of the district, or representative of such residents or employees, parents or guardians of students enrolled in district schools, or employees of businesses located in this district. Speakers are asked to present their name and address when they make public comments in-person and remotely.

Time:

- Each individual has up to 3 minutes.
- A group of individuals may combine their time (up to a 10-minute maximum) with one spokesperson for the group.
- Individuals who wish to speak or combine their time need to sign in on the speaker's clipboard.
- The maximum time allotted for Hearing of Business of Visitors per agenda is 30 minutes.

In the interest of time, order, and respect to others:

- Complaints or charges about employees are not permissible during public comment. These issues are to be addressed to the superintendent in writing.
- The board, superintendent or district personnel typically do not engage in direct conversations or give feedback during the meeting.
- Questions / comments from those addressing the board may be referred to staff for follow up at a later date, if needed.

Board action and discussion is limited to previously published agenda topics (RCW 42.30).

Please click the link below to join the webinar:

<https://msd25.zoom.us/j/89640089224?pwd=Vk94VmtOaUpUbCtncmVlaUR0cVBTQT09>

Passcode : 631187 Webinar ID: 896 4008 9224

Or One tap mobile : US: +12532158782,,81436316899#

Or Telephone: US: +1 253 215 8782 or 833 548 0282 (Toll Free)

School Reports to the Board of Directors:

School reports are developed and shared electronically. Please note that the reports are a "live" document that may be edited up to presentation time.

ACCESSIBILITY

The public is always invited to attend school board meetings. The Marysville School District does not discriminate on the basis of disability in admission or access to these public forums. If you should require any reasonable accommodation to enable you to attend and/or participate, please contact the Superintendent's Office at 360-965-0001. We request at least 48 hours advance notice for special accommodations.

8/1/2022 04:00 PM

A. Work Study Session - 4:00 PM, Board Room

(Work Session)

Finance and Operations:

2022-2023 Budget Presentation - presented by Dave Cram, Executive Director of Finance and Chris Pearson, Executive Director of K12 Schools

- o Public Hearing
- o Overview

Teaching and Learning:

Tulalip Heritage High School Credits Waiver - presented by Marcus Pimpleton, Executive Director of K12 Secondary Schools; Chris Pearson, Executive Director of K12 Schools; and Nathan Plummer, Tulalip Heritage High School Principal

B. Call to Order - Regular Session Meeting, 6:00 pm, Board Room

President Galovin called the regular session to order at 6:02pm.

In attendance: President Galovin, Connor Krebbs, Katie Jackson and Keira Atchley, Directors; Dr. Zac Robbins, Superintendent; Jane Gibson, Executive Assistant and Recorder. President Galovin excused Director Wade Rinehardt for personal reasons.

C. Flag Salute

President Galovin lead the Pledge of Allegiance.

D. Land Acknowledgement

President Paul Galovin presented the district land acknowledgment statement.

E. Approval of the Agenda

(Vote)

President Galovin requested approval of the agenda. Director Krebbs moved to approve the agenda as presented. Director Jackson seconded. A vote was taken. Motion carried.

F. Superintendent's Report

(Information)

Superintendent Dr. Zac Robbins, spoke on how the District is working hard to kick off the start of the new school year and how the District has been working really hard to make sure that we are thinking of inventive ways to engage students and innovative ways for students to get credit and to prepare them to graduate.

G. Communications / Reports

- o **Staff, Student, and Community Recognition***
 - None
- o **Staff, Student or Board Reports*** (Reports may be presentation-style or written and provided as a supplement to the agenda).
 - SSR Funding Budgetary Impacts Report - President Paul Galovin, Board President provided the Board with

H. Hearing of Business of Visitors

(Information)

President Galovin announced the Hearing of Business of Visitors.

Chris Davis - MSD Parent, Addressed the Board and felt that the Board covered everything that he was going to touch base on. He felt like the Board has stepped up on things and he liked it.

Ron Friesen - Community Member, Addressed the Board on how to inspire our students and care about them.

I. Approval of Minutes

(Action)

President Galovin requested approval of the minutes. Director Jackson moved to approve the work study and regular session minutes of July 25, 2022 as presented. Director Krebbs seconded. A vote was taken. Motion carried.

J. Consent Agenda

(Consent Agenda)

President Galovin requested approval of the consent agenda. Director Krebbs moved to approve the consent agenda as presented. Director Jackson seconded. A vote was taken. Motion carried.

July 2022 Payroll Warrant.pdf

2022_08_01 AP Vouchers.pdf

1. Policy for Second Reading and Adoption

Policy (The following policies are submitted for second reading and adoption. The proposed changes are recommended by the Washington State School Directors Association (WSSDA) Policy and Legal department. The revisions to the attached policies are primarily "housekeeping" changes to update policy language in accordance with new state law or make corrections where needed.)

2161 SPECIAL EDUCATION AND RELATED SERVICES FOR ELIGIBLE STUDENTS.pdf

2161P SPECIAL EDUCATION AND RELATED SERVICES FOR ELIGIBLE STUDENTS.pdf

K. Board Action

(Action)

1. 2022-2023 SRO Agreement with the City of Marysville

Greg Dennis, Director of Safety and Security, Marysville Police Chief Scaripon requested approval of the SRO Agreement. Director Krebbs moved to approve the one-year Interlocal Agreement with the City of Marysville to provide two SRO's to the District for the 2022/2023 school year. Director Jackson seconded it. Discussion. A vote was taken. Motion carried.

Situation Report - 2022-2023 SRO Interlocal.pdf

MPD and MSD Interlocal for 2022-2023 SRO.pdf

L. Follow-up Items

(Information)

a. Work Study Dates, Board Meeting Dates and Upcoming Events

August 15, 2022 - Work Study and Regular Session Meeting

August 25, 2022 - Back to School Event, MPHS Campus, 5:30 - 7:30 pm

b. Superintendent Comments

c. Board Comments

M. Adjourn

President Galovin adjourned the meeting at 6:30 p.m.

Presented and signed:

Paul Galovin, President

Dr. Zac Robbins, Superintendent

Date