

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this 28th day November 2007 by and between the SCHOOL BOARD OF THE KENNEWICK SCHOOL DISTRICT (referred to herein as "DISTRICT"), and THE CITY OF KENNEWICK (referred to herein as "CITY"), is for the continuation of the School Resource Officer (referred to as "SRO") Program in the public school system of the City of Kennewick.

WITNESSETH:

That the DISTRICT and the CITY through the Kennewick Police Department (K.P.D.) intend to provide law enforcement and related services to the public schools of the City of Kennewick as hereafter described, and

That the District and K.P.D. will mutually benefit from the SRO Program.

NOW, THEREFORE, the terms of this agreement are as follows:

ARTICLE 1. The obligation of the CITY and the SROs are as follows:

A. Provision of School Resource Officers. The K.P.D. shall assign one regularly employed Officer to each of the following schools:

1. Kamiakin High School
2. Kennewick High School
3. Southridge High School

Upon mutual agreement between the District and the City additional SROs may be selected and assigned to other schools as outlined in this agreement.

B. Selection of School Resource Officers. The Chief of K.P.D. (or his/her) designee and the Principal (or his/her designee) of the school to which the SRO will be assigned shall interview and select the SRO on the basis of the following evaluation criteria:

1. The SRO must have the ability to deal effectively with students.
2. The SRO 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 young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such a nature so that a positive image of the Kennewick Police Department is reflected. The SRO should sincerely want to work with the Staff and students at the particular school to which he/she is assigned.
3. The SRO must have the ability to provide good quality educational services and/or resources in the area of law enforcement. The education,

background experience level, and communication skills of the SRO must be of high caliber so he/she can effectively provide resource teaching services, when requested.

4. The SRO must have the desire and ability to work cooperatively with the Principal and his/her administrative staff.
5. The SRO must be a Washington State Certified Law Enforcement Officer.

C. Regular duty hours of the School Resource Officers:

1. The SRO will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. Notification shall be made to administrative designee when physically leaving the building. The normal shift will be from 7:00 AM to 3:00 PM. The SRO is not required to be on school grounds during "snow days." This time will be made up as per the school calendar.
2. Upon approval, the SRO will be entitled to use two (2) personal leave days per school year.
3. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist by the Chief of Police of K.P.D. If the emergency extends beyond one school day, the principal will be contacted to discuss alternative ways to fulfill the SRO Contract.

D. Duties of the School Resource Officers. While on duty, the SRO shall perform the following duties:

1. Conduct criminal investigations of violations of the law on School District property as assigned by K.P.D. When the SRO is conducting an on-campus criminal investigative interview in which a student is suspect, a member of the school administration or their designee will be present.
2. Make arrests and referrals of criminal law violators.
3. Provide law enforcement input into school-based security and assist in maintaining the peace on District property.
4. Secure, handle and preserve evidence.
5. Recover District property through working with other police agencies.
6. Provide counseling to students and/or parents on the request of the Principal, or his/her designee.

7. Make referrals to social agencies as appropriate. This does not relieve other mandatory reporters of their responsibilities.
8. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics (as approved by the K.P.D.) when assigned to speak by the Principal or his/her designee.
9. Act as a resource person in the area of law enforcement education at the request of the Principal or his/her designee.
10. Coordinate with other K.P.D. Youth Services providers to ensure consistency and continuity of services.
11. Perform other duties as mutually agreed upon by the Principal and the SRO, 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 local, State, and Federal law and the policies and procedures of the K.P.D. and the DISTRICT.
12. Wear the official Class A police uniform of the K.P.D. which shall be provided at the expense of the Department: however, Class B uniform or civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal, K.P.D. supervisor of the SRO, and the SRO.
13. Follow and conform to all School District policies and procedures that do not conflict with the policies and procedures of the K.P.D. The parties to this Agreement shall abide by all rules, regulations, and procedures as outlined in the Civil Rights Act.
14. Maintain a "Quarterly Activities Report" or other such report regarding his/her activities, as required by the DISTRICT and K.P.D. These reports will be due on the 5th day of each month.
15. Attend all KPD approved training as required to maintain law enforcement qualifications and certifications as outlined by the K.P.D. supervisor for the SROs. Every effort will be made to provide this training on non-school days.

E. Support services to be provided by K.P.D. The Police Department or the SRO will provide the following support services:

1. Provide coordination on the development, implementation, and evaluation of security programs in the school assigned.

2. Coordinate with school administrators, staff, law enforcement agencies, and courts to promote order on the school campuses.
3. Coordinate Crime Prevention activities at their assigned school.
4. Participate as a member of the School Safety Committee.
5. Coordinate with the Principal or his designee and the K.P.D. SRO supervisor, the scheduling of the SRO at extracurricular activities, including such after-school security activities for which reimbursement is due, pursuant to Article III below. Additional K.P.D. personnel for after-school security activities may be requested through the "Extra-Duty Employment" coordinator at K.P.D.
6. Make presentations to civic groups as requested.
7. Provide information on all offense reports taken by the School Resource Officer to the School Administration, upon request (consistent with RCW 24.17).
8. Receive and dispatch complaints via telephone, "walk-ins," and radio.
9. Maintain and file Uniform Crime Reporting (UCR) records and/or Incident Based Reporting (IBR) records according to Washington State law.
10. Process all police reports.
11. Maintain copies of reports generated by Officers in compliance with State and Federal Laws.
12. Maintain Criminal Justice Standards, as required by law.
13. Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this Agreement shall be shared equally by the City of Kennewick and the Kennewick School District.

Any activity requiring the services of the SRO occurring off campus shall be contingent on the approval of the Chief of Police and/or his designee and the notification to the principal. The K.P.D. shall coordinate with the principal for building coverage and/or to reschedule for the time missed

ARTICLE II. The SRO shall be an employee of the CITY and not an employee of the DISTRICT. The CITY shall be responsible for the hiring, training, discipline, transfer, and dismissal of its personnel.

ARTICLE III. In consideration of the services provided herein, the DISTRICT and CITY shall share equally in the personnel costs of each SRO. Payments shall be made in quarterly installments, when the quarterly reports are submitted to the DISTRICT and CITY. The DISTRICT shall, however, reimburse the CITY for all security services performed at school functions occurring after regular school hours. The rate of reimbursement for such after-school activities shall be in accordance with KPD salary policies and procedures and "Extra-Duty Employment" policies and procedures. The extra service will be pre-determined by the high school principals and be included in the quarterly installments.

ARTICLE V. Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the CITY and the DISTRICT.

ARTICLE VI. To transfer an SRO from his/her position at his/her assigned school, the following procedures must be followed:

The Principal will recommend to the Superintendent or designee that the SRO be removed from the Program at his/her school, stating the reasons for the recommendation in writing. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Superintendent, or designee, will meet with the Chief of Police, or designee, to mediate or resolve any problem that may exist between the SRO and the staff at his/her assigned school. With the agreement of the Superintendent and the Chief of Police, or their designees, the SRO, or specified members of the staff from the school, may be required to be present at the mediation meeting. If, within a reasonable amount of time after commencement of mediation, the problem cannot be resolved or mediated, in the opinion of both the Superintendent and the Chief of Police, or their designee(s), then the SRO will be removed from the Program at the school and a replacement will be selected, as provided elsewhere in this Agreement.

There may be occasions when the Kennewick Police Department elects to reassign an SRO to other duties within the Department. These may include, but are not limited to, promotion, career development opportunities for other personnel, discipline, etc. If KPD reassigns the SRO adequate notice will be provided to the DISTRICT, and the Principal or his designee(s), will be asked to participate in the selection process for the replacement SRO.

ARTICLE VII. The term of this Agreement shall be continuous. The CITY shall provide the DISTRICT a yearly estimate of personnel costs as outlined in the collective bargaining agreement between the City of Kennewick and the Kennewick Police Officers Benefit Association. This estimate will be provided by January 30th of each year. The DISTRICT shall receive the SRO services described in Article I starting five days prior to school beginning and shall continue through the school year.

ARTICLE VIII. The obligations of the DISTRICT are as follows:

A. The DISTRICT shall provide the SRO, in each school to which an SRO is assigned, the following materials and facilities necessary to the performance of the duties of the SRO, enumerated herein:

1. Access to a private office, which is properly, lighted, with a telephone to be used for general business purposes.
2. A location for files and records, which can be properly locked and secured.
3. A desk with drawers, a chair, worktable, filing cabinet, and office supplies (i.e., paper, pencils, pens, etc.)
4. Access to a computer workstation.

B. The DISTRICT in conjunction with the Principal of the school where the SRO is assigned has the responsibility to:

1. Facilitate cooperation between the SRO, faculty, and Staff of the assigned school.
2. Keep the SRO informed of activities and events pertaining to their assignment.
2. Include the SRO in regular meetings with the Staff at their assigned school.
4. Facilitate team building between the SRO and all members of the assigned school.

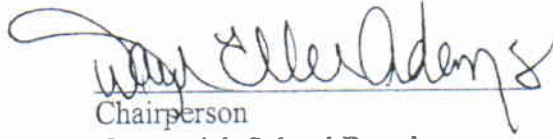
ARTICLE IX. The CITY and DISTRICT will collaborate on identifying and accessing funding sources for the SRO Program that includes but are not limited to State and Federal grants.

ARTICLE X. This Agreement may be terminated by either party (including individual High Schools) upon thirty (30) days written notice that the other party failed substantially to 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 thirty (30) days written notice. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the CITY for all services performed to the date of termination. The DISTRICT shall be entitled to a prorated refund, in accordance with the formula contained in Article VII, for each day that SRO services are not provided because of the termination of this Agreement.

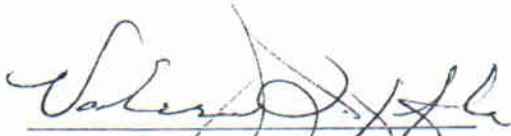
ARTICLE XI. The CITY hereby agrees to indemnify and hold the DISTRICT harmless from any and all claims, causes of action, or judgments brought or arising out of acts or omissions of the SRO while performing his/her under this Agreement. Said indemnification shall include, but not be limited to all damages, costs and attorney's fees, including costs and attorney's fees incurred in providing such information.



Mayor JAMES R. BEAVER
City of Kennewick



Chairperson
Kennewick School Board



Attest: VALERIE J. LOFFLER
City of Kennewick City Clerk



Attest:
Kennewick School Board- Ex Officio
Secretary



Approved as to Form
City of Kennewick Attorney
LISA BEATON



Approved as to Form
Kennewick School District Attorney