**AGREEMENT BETWEEN**

**NORTH THURSTON PUBLIC SCHOOLS**
**and**
**THURSTON COUNTY**
**for**
**THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this 30th day of April 2025 by and between the North Thurston Public Schools (NTPS) and Thurston County.

WHEREAS, the North Thurston Public Schools and the Thurston County Sheriff's Office work cooperatively to ensure a safe and secure learning environment for the youth of this community and agree that it is in the best interest of both parties to assign one (1) School Resource Officer (SRO) to the Nisqually middle school who additionally will visit the seven (7) elementary schools located within the unincorporated county for the NTPS; and

WHEREAS, North Thurston Public Schools (hereinafter referred to as School District) agrees to share in the cost of and provide facilities for the aforementioned School Resource Officer;

NOW THEREFORE, it is mutually agreed as follows:

**I**

The Thurston County Sheriff's Office (hereinafter referred to as Sheriff's Office) will assign one regularly employed Thurston County Sheriff's Deputy to serve as a School Resource Officer (SRO) at the Nisqually middle school. The SRO will also visit the seven (7) elementary schools located in unincorporated Thurston County to provide resources.

**II**

The SRO will provide a uniformed presence on campus to promote safety and serve as a positive resource to the middle school, elementary schools, and surrounding neighborhoods. The SRO will patrol the assigned schools and surrounding areas in order to identify, investigate, enforce, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities. In addition, the SRO will provide students, parents, teachers, administrators, and neighborhood residents with information, support, and problem solving mediation and facilitation.

## III

The SRO shall at all times remain an employee of the Sheriff's Office and shall not be an employee of the North Thurston Public Schools. SRO shall remain responsive to supervision and chain of command of the Sheriff's Office which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper conduct by an SRO will be referred to the SRO's immediate supervisor or directly to the SRO Team Manager.

The SRO will be assigned to the schools on a full-time, forty (40) hour work week, minus any scheduled vacation time, sick time, training time, court time, or any other law enforcement-related activity, including any emergencies such as civil unrest or disaster.

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 Team Leader or Manager. The SRO will not take vacation while school is in session unless approved by his/her supervisor. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO will work on assignments as determined by the Team Leader or Manager.

Nothing in this agreement prevents the North Thurston Public Schools from continuing the practice of hiring off-duty Deputy Sheriff's to provide security at sporting events or other special events. The terms of this agreement do not cover off-duty deputies hired for these purposes.

## IV

In the event the Principal of the school to which an SRO has been assigned has cause to believe that the particular SRO is not effectively performing in accordance with this Agreement, the Principal may recommend to the School District and the Sheriff's Office that the SRO be removed from the program.

To initiate the replacement of an SRO, the Principal will recommend to the District Superintendent, or his/her designee, that the SRO be replaced, stating the reasons in writing. Within a reasonable period of time after receiving the recommendation, the Superintendent or his/her designee will meet with the Sheriff or his/her designee, to mediate or resolve the problem that may exist.

## V

The duties and responsibilities of the Thurston County Sheriff's Office include the following:

- Have the SRO participate in and train school and community partner staff in threat assessment, critical incident response and the development of an off-site crisis

response center in case of a school, district or county-wide critical incident or terrorist event impacting the safety of students, staff, family members and community residents.

- Participate in planned training with mental health, juvenile justice, and school based staff.
- Work with all District partners in the delivery of law enforcement-related prevention activities for both students and their families.
- Collaborate with District partners in assuring the development, revision and dissemination of safe school policies.
- Provide data as indicated that is necessary for the evaluation of proposed programs and activities and work with local and national evaluators.

VI

Additional duties and responsibilities of the SRO while on duty include, but are not limited to the following:

- Regularly wear the official Deputy Sheriff uniform.
- Establish and maintain a working rapport with the school administrators and school staff.
- Act as a resource person in the area of law enforcement education at the request of the staff, speaking in classes on the law, search and seizure, drugs, motor vehicle laws, etc.
- Assist in providing school-based security during the regular school day; assist in the promotion of a safe and orderly environment at the assigned schools. The SRO shall not act as a disciplinarian; however, the SRO may assist the school with discipline problems and, if the problem or incident is a violation of the law, will determine whether law enforcement action is appropriate. Violations of school rules will be turned over to the school administration.
- Investigate crimes or other school-related incidents on campus, making arrests, when appropriate, and making the necessary timely notifications to parents, school staff, and social service agencies.
- Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
- Perform other duties as mutually agreed upon by the principal and the SRO provided the duty is legitimately and reasonably related to the SRO program as

described in this Agreement and is consistent with Federal and State law, local ordinances, Sheriff's Office and School District policies, procedures, rules, and regulations.

## VII

In return for the County providing SRO services, the School District will:

- Provide a private and secure office space within Nisqually Middle School to be used by the SRO for general office purposes. The office must be properly lighted with a telephone that has a speakerphone feature.

- Equip each office with 2 or 4 drawer locking cabinet and reasonable office supplies.

- Provide a reasonable law enforcement/police parking space or parking area.

## VIII

For the first year of this contract, the School District agrees to pay Thurston County $95,000 which includes $2,500 for training expenses, as its share of the SRO program for the period of September 1, 2025 to June 30, 2026.

For the second year of this contract, the School District agrees to pay Thurston County $95,000 plus any cost of living and/or benefit increases over the previous year as its share of the SRO program for the period of September 1, 2026 to June 30, 2027.

For the third year of this contract, the School District agrees to pay Thurston County $95,000 plus any cost of living and/or benefit increases over the previous year as its share of the SRO program for the period of September 1, 2027 to June 30, 2028.

## IX

Both parties understand and agree that the County is acting hereunder as an independent contractor, with the following intended results:

- Control of personnel, standards or performance, discipline and other aspects of performance shall be governed entirely by the department;

- All persons rendering services hereunder shall be for all purposes employees of the Sheriff's Office;

- All liabilities for salaries, wages, and any other compensation, work related injury or sickness shall be that of the Sheriff's Office.

Both parties understand and agree that the school district retains its legal responsibility for the safety and security of the school district, its employees, students, and property and this Agreement does not alter that responsibility.

## X

**Mutual Indemnity.** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

## XI

This Agreement expresses the entire agreement of the parties. This Agreement may be amended or modified at any time by the mutual agreement of the parties. Any amendment or modification shall be in writing, signed, and acknowledged by all the parties.

## XII

This Agreement may be terminated only after thirty (30) days written notice received by one party, given by the other. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

This Agreement will expire on June 30, 2028, unless mutually extended by the parties in writing.

As evidence of their Agreement, both parties, through their authorized agents, having read and understood the above and foregoing, and with the intent to be bound herby, hereby execute this Agreement on the date last entered below.

NORTH THURSTON PUBLIC SCHOOLS

By: _____

Date: 5/14/2025

THURSTON COUNTY SHERIFF'S OFFICE

By: _____

Date: 4/30/2025

APPROVED AS TO FORM:
Jon Tunheim, Prosecuting Attorney

By: _____
Karen Horowitz, Senior Deputy Prosecuting Attorney

THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS

Commissioner Tye Menser, Chair

Commissioner Wayne Fournier, Vice Chair

Commissioner Carolina Mejia

Commissioner Rachel Grant

Abstain
Commissioner Emily Clouse

April 30, 2025
Date