

**INTER-LOCAL AGREEMENT**

Between  
**ARLINGTON SCHOOL DISTRICT NO. 16**  
and  
**CITY OF ARLINGTON POLICE DEPARTMENT**

**THIS AGREEMENT**, made and entered into this 9th day of July, 2024 by and between **ARLINGTON SCHOOL DISTRICT NO. 16** (hereinafter referred to as “School District”) and the **CITY OF ARLINGTON, acting through its POLICE DEPARTMENT** (hereinafter referred to as the “Police Department”);

**WITNESSETH:**

**WHEREAS**, the School District and the Police Department desire to continue to provide law enforcement and related services to the public schools of the City of Arlington; and

**WHEREAS**, the School District and the Police Department are mutually responsible for providing a safe environment within which students may receive appropriate instructional and educational services, which can be delivered more efficiently through the cooperative efforts of said partners to the benefits of public health, safety, and welfare; and

**WHEREAS**, the School District and the Police Department agree that it is in the best interest to assign a School Resource Officer(s) to schools mutually agreed upon by both Parties; and

**WHEREAS**, the School District and the Police Department have reviewed this Agreement within the last year using a process that involves parents, students, and community members.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the School District and the Police Department hereby agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to develop a procedure that focuses on providing a safe and healthy environment for students and staff; to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state, and federal laws; and to have law enforcement officers available for presentations to students, staff, and parents concerning law enforcement, school safety, and related law enforcement subjects.

## ARTICLE II. POLICE DEPARTMENT'S RESPONSIBILITIES

### A. The Police Department agrees to:

1. Select a School Resource Officer ("SRO"), with input from the School District Superintendent or designee, based upon mutually agreed criteria.
2. Retain the authority and responsibility for training the SRO. By signing this Agreement, the Police Department confirms that any SRO assigned to the School District will, prior to serving in his or her capacity as an SRO, have received training sufficient to satisfy the mandate of RCW 28A.320.1242(1)(a)(iii), including training on the following topics:
  - Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
  - Child and adolescent development;
  - Trauma-informed approaches to working with youth;
  - Recognizing and responding to youth mental health issues;
  - Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
  - Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learner, LGBTQ, immigrant, female, and nonbinary students;
  - Local and national disparities in the use of force and arrests of children;
  - Collateral consequences of arrest, referral for prosecution, and court involvement;
  - Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
  - De-escalation techniques when working with youth or groups of youth;
  - State law regarding restraint and isolation in schools, including RCW 28A.600.485;
  - The federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g) requirements including limits on access to and dissemination of student records for non-educational purposes; and
  - Restorative justice principles and practices.
3. Provide yearly proof that all assigned SROs have received the training described in this section.

4. Respond to any violation of local, state, or federal laws, statutes, or ordinances on or adjacent to school property, within the City limits, or as permitted by mutual aid agreements.
5. Provide an officer to the School District on all school days. If the assigned SRO will be out for an extended time, a reasonable attempt will be made to provide another appropriately trained officer in his/her absence.
6. Follow legally appropriate procedures prior to seeking access to student records or searching student property.
7. Respond, as soon as personnel levels permit, to reports of civil disorder or riots on School District property or at school functions within the City limits.
8. Maintain adequate records of the services set forth in this Agreement for a period of six years after completion of this Agreement. While the School District is in session, the Police Department shall provide a monthly written report to the School District that summarizes the SRO's activities during the previous month. This report will include the information necessary for the School District to comply with the reporting requirements under RCW 28A.320.1241.
9. The Police Department has an existing personnel complaint policy (Arlington Police Department Policy 1010) that outlines the guidelines for the reporting, investigation, and disposition of complaints regarding the conduct of members of the Police Department. The Police Department will make this policy available to the School District. The Police Department will work with the School District in order to resolve any complaints which the School District may receive about a member of the Police Department. Additionally, individuals wishing to file complaints may directly contact the Police Department.

#### **B. School Resource Officer**

1. The Police Department and the School District recognize the value of an SRO position. The SRO position will be assigned to schools as mutually agreed upon by both Parties.
2. The School District will pay 100% of the SRO's pay and benefits, excluding overtime pay, on a pro-rated basis for those days the SRO is actually at the school or on school business for the period beginning September 1, 2024, and ending the last day of school in June 2025. Additionally, the School District will cover up to four (4) days of approved leave per school year. The School District will establish and maintain a budget for these expenses, in compliance with RCW 39.34.030(3)(d).
3. Each year, prior to the School District publishing its budget and in no event later than seventy-five (75) days prior to June 1, the Police Department will provide the School District with the anticipated cost of the SRO program for the upcoming year.
4. The Chief of Police or designee shall oversee the SRO assigned above, perform scheduled and unscheduled visits to the schools, and work with the School District in coordinating and developing the program.

### **C. Regular Duty Hours of School Resource Officers**

1. The SRO shall be assigned to the schools on a full-time basis during the school year and shall maintain regular duty hours totaling eight (8) hours per day, five (5) days per week, including at least each day the SRO's assigned school is in session.
2. School principals, while having no direct authority over the SRO, may request the SRO to assist in additional tasks that are mutually agreed upon by the principal and Chief of Police or designee and that do not violate the terms of this Agreement.

### **D. Instructional Responsibilities for the School Resource Officer**

1. The SRO shall act as an instructor or guest speaker for specialized, short-term programs when invited to do so by a principal or other School District staff.
2. The SRO shall make a variety of law- related presentations available to School District staff and students.

### **E. Additional Responsibilities of the School Resource Officer**

1. The SRO shall coordinate programs and presentations with principals and concerned staff members and will seek permission, advice, and guidance prior to enacting any program within the school. These activities and programs shall be approved by the Chief of Police.
2. The SRO shall develop expertise in presenting various subjects to students. Such subjects shall include basic understanding of the Revised Code of Washington, the role of the police, and community policing.
3. The SRO shall encourage individual and small group discussions with students, based upon material presented in class, to further establish rapport with students.
4. When requested and approved by the Chief of Police or designee, the SRO shall attend parent/staff meetings to solicit support and understanding of the program, as well as to assist parents and staff members in law enforcement related problems involving students.
5. The SRO shall be available for student, parent, and staff member conferences in order to assist with solving problems of a law enforcement or crime-related nature.
6. The SRO shall become familiar with all community agencies that offer assistance to children, youth, and their families (e.g. mental health clinics, drug treatment centers, etc.). The SRO shall make referrals when appropriate.
7. The SRO shall assist principals in developing emergency plans and strategies to prevent and/or minimize dangerous situations and shall serve on the School District's emergency management team.
8. Should it become necessary to conduct formal police interviews or investigations with students, the SRO shall adhere to all legal requirements, policies, and procedures established by law, the Police Department, and the School District.
9. The SRO shall give assistance to other law enforcement officers in matters regarding the SRO's school assignment.

10. The SRO shall, whenever possible and approved by the Chief of Police or designee, participate in/attend school functions.
11. At a school administrator's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school or related school functions, to the extent the SRO may do so under the authority of the law. The SRO may intervene immediately in the case of emergencies that threaten the safety of students or staff.
12. The SRO shall not act as a school disciplinarian and shall not become involved in formal school discipline situations that are the responsibility of school administrators. However, if a school administrator or teacher believes that a student involved incident is a violation of the law, poses an immediate and continuing danger to others, or poses an immediate and continuing threat of material and substantial disruption of the educational process, or in other emergency circumstances, the administrator or teacher may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
13. As soon as practical, the SRO shall make school administrators aware of any law enforcement action he/she has taken.
14. The SRO is not to be used for regularly assigned lunchroom duty, bus duty, hall monitor, or other monitoring duties. The SRO is also not to be used as a crossing guard for continuing vehicle traffic control. However, if there is a temporary problem, the SRO may assist the school until the problem is resolved.
15. Per RCW 10.93.160, the SRO duties do not extend to immigration enforcement, and the SRO will not inquire into or collect information about an individual's immigration or citizenship status, or place of birth. Neither will the SRO provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.
16. In all cases, the SRO shall utilize his/her training and experience to inform his/her decision as to when to informally interact with students to reinforce school rules and when to enforce the law.

### **ARTICLE III. SCHOOL DISTRICT RESPONSIBILITIES**

#### **A. The School District agrees to:**

1. Determine what information shall be reported to the Police Department related to infractions of school rules or criminal activity on School District property or at school-related activities that are brought to the attention of a school administrator, subject to mandatory reporting laws, and notify the Police Department in compliance with the law.
2. Cooperate with police officials responding to a request for investigation of reported acts of violence or physical intimidation or possession of weapons on School District property or at school functions within the city limits of Arlington.
3. Permit law enforcement access to personal records of students when legally appropriate procedures are followed.

4. Permit free access to School District property for police responding to civil disorder or riot.
5. The School District shall provide to the full-time SRO the following materials and facilities that are necessary to the performance of the SRO's duties:
  - a. Access to a heated and properly lighted private office, which contains a telephone with a separate private line that may be used for general business purposes.
  - b. A location for files and records that can be properly locked and secured.
  - c. A desk with drawers, a chair, and office supplies as needed.
  - d. Access to a computer with Internet access.
6. The School District will annually submit a copy of this Agreement and the information required by RCW 28A.320.1241 to the Office of the Superintendent of Public Instruction.
7. At the end of each school semester, the principals from the schools served by the SRO shall provide written feedback about the SRO's performance to the School District Superintendent, who shall then provide a summary of that information to the Police Department. The School District's feedback shall be considered in the selection of the SRO, as required under RCW 28A.320.1242(1)(a)(ii).

#### **ARTICLE IV. AGREEMENT BETWEEN BOTH PARTIES**

##### **A. Both the School District and the Police Department agree:**

1. To work cooperatively to proactively address school security issues and to provide students, staff, and parents with quality law enforcement services and the safest learning environment possible.
2. To work cooperatively to develop and implement a process for families to file complaints with the School District and the Police Department related to the SRO and a process for investigating and responding to complaints.
3. To work cooperatively to provide for the annual collection and reporting of data regarding calls for law enforcement service and the outcome of each call, including student arrest and referral for prosecution, disaggregated by school, offense type, race, gender, age, and students who have an Individualized Education Program or plan developed under Section 504 of the Federal Rehabilitation Act of 1973.
4. That teachers and school administrators may ask the SRO to intervene if a student's presence poses an immediate and continuing danger to others, or an immediate and continuing threat of material and substantial disruption of the educational process, or in other emergency circumstances consistent with School District Policies 3432 and 4311. SROs do not need to be asked before intervening in emergencies.
5. That the SRO is at all times an employee of the Arlington Police Department and will remain responsive to the chain of command of the Police Department.

6. That the SRO is a law enforcement officer and not a school administrator or employee. In all matters related to the performance of law enforcement functions, such as criminal incident investigations and on-campus arrests, the SRO shall be subject to all policies and procedures of the Police Department and applicable local, state, or federal law.
7. No separate legal or administrative entity is being created to administer this Agreement. To the extent required by RCW 39.34.030, this Agreement shall be administered jointly by the Superintendent and the Police Chief. The Parties agree to follow the process set forth in Article VII to resolve differences between the Parties.
8. Nothing in this Agreement is intended to create any new legal duties between the Parties hereto and the public, or to alter any existing legal duties between the Parties and the public.
9. Indemnity.
  - a. School District: The School District shall defend, indemnify, and hold harmless the Police Department and its officers, officials, employees, volunteers, and agents from any and all claims, injuries, damages, losses, or suits of any nature whatsoever, including attorney fees, relating to, arising out of, or resulting from the acts, errors, or omissions of the School District and its officers, employees, volunteers, or agents during the performance of this Agreement, except for claims, injuries, damages, losses, or suits caused by the acts, errors, or omissions of the Police Department.
  - b. Police Department: The Police Department shall defend, indemnify, and hold harmless the School District and its officers, officials, employees, volunteers, and agents from any and all claims, injuries, damages, losses, or suits of any nature whatsoever, including attorney fees, relating to, arising out of, or resulting from the acts, errors, or omissions of the Police Department and its officers, employees, volunteers, or agents during the performance of this Agreement, except for claims, injuries, damages, losses, or suits caused by the acts, errors, or omissions of the School District.
  - c. Concurrent Liability: In the event of liability for claims, injuries, damages, losses, or suits of any nature whatsoever caused by, or resulting from the concurrent negligence of the School District and the Police Department and their respective officers, officials, employees, volunteers, and agents, each Party's liability hereunder, including the duty and cost to defend, shall be only to the extent of their own negligence. Each provision of this section has been mutually negotiated, and this section shall survive the expiration or termination of this Agreement.
10. Both Parties shall comply with all applicable federal, state, and local laws in performing this contract.
11. This Agreement represents the entire understanding of the Parties and supersedes any prior agreement and any oral representations that are inconsistent with or modify its terms and conditions.

12. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be Snohomish County, Washington.

#### **ARTICLE V. TERM AND TERMINATION**

This Agreement shall become effective upon execution and shall expire on June 30, 2024. This Agreement may be renewed for an additional term of one (1) year upon the written consent of the Parties; provided, however, that the Parties shall, prior to any renewal, review and adopt the Agreement using a process that involves parents, students, and community members, in compliance with the requirements set forth in RCW 28A.320. This Agreement is binding on each party's successors and assigns. This Agreement may be terminated by either party upon thirty (30) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon ninety (90) days written notice. Termination of this Agreement may only be accomplished as provided herein unless otherwise agreed in writing.

#### **ARTICLE VI. NOTICES**

Whenever any party desires or is required by law to give notice unto the other party, notice shall be sent by certified mail or hand delivered to:

Superintendent  
Arlington School District No. 16  
315 N French Ave  
Arlington, WA 98223

Chief of Police  
City of Arlington  
238 N Olympic Ave  
Arlington, WA 98223

#### **ARTICLE VII. GOOD FAITH**

The Superintendent, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees prior to referring issues to the elected officials of each party.

#### **ARTICLE VIII. MODIFICATION**

This Agreement constitutes the full understanding of the Parties and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by all Parties.

**ARTICLE IX. NON-ASSIGNMENT**

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the Superintendent and the Chief of Police, or their respective designees, is obtained.

**ARTICLE X. MERGER**

This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms, and shall supersede the Inter-Local Agreement executed by the Parties in 2023.

**IN WITNESS WHEREOF**, the Parties have caused the execution of this Agreement on the day, month, and year above first written.

**SCHOOL DISTRICT**

By: Chrys Sweeting  
Chrys Sweeting (Jul 9, 2024 11:05 PM)  
\_\_\_\_\_  
Dr. Chrys Sweeting, Superintendent  
Arlington School District No. 16

Date: Jul 9, 2024

**CITY OF ARLINGTON**

By:   
\_\_\_\_\_  
Don E. Vanney, Mayor

Date: 5/23/24

By:   
\_\_\_\_\_  
Jonathan Ventura, Chief of Police

Date: 5/28/24