

INTER-LOCAL AGREEMENT

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

THIS AGREEMENT, made and entered into this 14th day of June, 2021 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, with input from the School District Superintendent or designee, based upon mutually agreed criteria.
2. Retain the authority and responsibility for training the School Resource Officer. By signing this agreement, the Police Department confirms that any School Resource Officer assigned to the School District will, prior to serving in his or her capacity as a School Resource Officer, have received training sufficient to satisfy the mandate of RCW 28A.320.124(1), 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;
 - 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;
 - Local and national disparities in the use of force and arrests of children;
 - De-escalation techniques when working with youth or groups of youth;
 - State law regarding restraint and isolation in schools, including RCW 28A.600.485;
 - Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, and immigrants; and
 - 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.
3. Provide, yearly, proof that all assigned School Resource Officers 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. At the conclusion of any School Resource Officer investigations, those individuals who have committed violations may be charged. This action is in addition to any administrative action taken by the school.
6. Provide an officer to the School District on all school days. If the assigned School Resource Officer will be out for an extended time, a reasonable attempt will be made to provide another officer in his/her absence.
7. Follow legally appropriate procedures prior to seeking access to student records or searching student property.
8. 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.

B. School Resource Officer (SRO)

1. The Police Department and the School District recognize the value of a School Resource Officer 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 on a pro-rated basis for those days the officer is actually at the school or on school business for the period beginning September 1, 2020 and ending the last day of school in June, 2021. 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. The Chief of Police or designee shall oversee the officer 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, 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 available to the school staff and students, a variety of law-related presentations.

E. Additional Responsibilities of the School Resource Officer

1. The SRO shall coordinate programs and presentations with principals and staff members concerned 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 make himself/herself 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 which offer assistance to children, youths, 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 Arlington 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, or 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. Promptly notify the Police Department when infractions of school rules or criminal law related to physical intimidation, violence, or possession of weapons or drugs on school district property or at school-related activities are brought to the attention of a school administrator. A written statement will be completed and submitted to the Police Department in a timely manner.
2. Give full cooperation and access to school district property or school functions to 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. Provide to law enforcement officers, the names, addresses, and phone numbers of parents when requested.
5. Permit free access to school district property for police responding to civil disorder or riot, or for arrest of students for whom probable cause for an arrest exists.
6. The School District shall provide to the full-time SRO the following materials and facilities which 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, which 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.

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 officer 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.

ARTICLE V. TERM AND TERMINATION

This agreement shall become effective upon execution and shall expire no later than June 30, 2022. 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 RCW 28A.320.124. This agreement is binding on each party's successors and assigns. This agreement may be terminated by either party upon ninety (90) 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 one hundred eighty (180) 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 document 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 2017.

IN WITNESS WHEREOF, the parties have caused the execution of this agreement on the day, month, and year above first written.

SCHOOL DISTRICT

DocuSigned by:
Chrys Sweeting
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By: _____
Dr. Chrys Sweeting, Superintendent
Arlington School District No. 16

Date: 6/14/21

CITY OF ARLINGTON

By: Barbara Tolbert
Barbara Tolbert, Mayor

Date: 7/13/21

By: Jonathan Ventura
Jonathan Ventura, Chief of Police

Date: 7/13/21