

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: Interlocal Agreement - North Kitsap School District - School Resource Office Program

CONFORM AS TO DATES & SIGNATURES

- (✓) Approved by the Mayor: 03/18/2015
- (✓) Approved by the City Council: 03/18/2015
- () Completion: 06/30/2018, unless mutually extended
- () Recorded: n/a
- () Certificate of Liability: n/a

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- () City Attorney
- (✓) Clerk's Department: Original
- (✓) Posted to Library Drive
- (✓) Posted to Web Site
- () Finance:
- () Mayor
- () Municipal Court
- () Parks/Recreation
- () Planning
- () Police
- () Public Works/Engineering/Building
- ()

Nicole Stephens
City Clerk

04/07/2015
Date

**INTERLOCAL AGREEMENT BETWEEN
NORTH KITSAP SCHOOL DISTRICT
and
CITY OF POULSBO
for
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this 18 day of March, 2015 by and between the North Kitsap School District, hereinafter referred to as NKSD, and the City of Poulsbo, hereinafter referred to as CITY, for the purpose of establishing a School Resource Officer (referred to herein as "SRO) program on NKSD campuses. In consideration of the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this agreement is for the City to implement a SRO program on NKSD campuses. The SRO program will encourage more cooperation between police officers and youth, aid in reducing juvenile crime through counseling and teaching about the criminal justice system and provide other law enforcement and related services as described in this agreement.

ARTICLE II

OBLIGATIONS OF THE CITY. The City shall provide an SRO as follows:

(A) Provision of an SRO. CITY agrees to assign a SRO on a full-time basis to NKSD during the regular school year (does not include the summer school term, winter break, or spring break). Full-time basis shall mean an assignment of eight hours per day during regularly scheduled school hours less any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters. The SRO will not take vacation while school is in session unless approved by CITY. On scheduled workdays when school is not in session, the SRO will work as assigned by CITY Police Department.

(B) Selection of the SRO. CITY will select the SRO after consultation with NKSD. Factors which CITY shall consider during the selection process include the following:

(1) The SRO must be capable of conveying a positive police presence on the school, campus and in the community.

(2) The SRO must have the ability to be a positive resource to the school, staff, students, parents, and residents in the surrounding neighborhood.

(3) The SRO must agree to attend any necessary training schools or classes that are needed to increase his/her skills for the position.

(4) SRO assignment vacancies will be filled in accordance with this Section and within department policies and collective bargaining agreements.

(C) Duties of the SRO. The duties and responsibilities of the SRO include, but are not limited to the following:

(1) Patrol North Kitsap Schools within the city limits of Poulsbo, Kingston High School, Kingston Middle School (with a valid interlocal agreement between Kitsap County Sheriff, CITY, and NKSD) and surrounding areas in order to identify, investigate, deter and prevent crimes, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs or similar activities, with priority given to the high schools;

(2) Act as a liaison between the NKSD administrators and CITY;

(3) Wear the official police uniform, including firearm, with civilian attire being worn on occasions mutually agreed upon by the school district, the SRO, and their immediate supervisor;

(4) Establish and maintain a working rapport with the school administration and staff;

(5) Assist in providing school-based security during the regular-school day and assist in the promotion of a safe and orderly environment at NKSD. (The SRO, however, shall not act as a disciplinarian. If the SRO is confronted with a non-criminal violation such as a school rule violation, the SRO will assist only for the purpose of providing security for the school staff member(s) charged with enforcing school rules. In the absence of an authorized school district employee, the SRO may refer the matter to school administration);

(6) Assist in mediating disputes on campuses, including working with students to help them solve disputes in a non-violent manner;

(7) Act as a resource person in the area of law-enforcement education at the request of staff, speaking to classes on the law, search and seizure, drugs, motor vehicle laws, etc;

(8) Maintain an activity log to include all SRO activities such as meetings, conferences, extra-curricular activities, events, arrests, investigations, and training;

(9) Provide a monthly report to CITY Police Department and the NKSD; and

(10) Perform other duties as mutually agreed upon by the NKSD, the SRO, and the SRO's immediate supervisor 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; and CITY and NKSD policies, procedures, rules and regulations.

ARTICLE III

OBLIGATIONS OF NKSD. NKSD shall provide the following for the SRO's use:

(A) A private-space, with sufficient lighting and heat, within North Kitsap High School and Kingston High School to be used by the SRO for general office purposes;

(B) Necessary office supplies, including but not limited to, a locking cabinet, a desk, and a phone;

(C) A police parking space.

ARTICLE IV

SRO REMAINS CITY EMPLOYEE. The SRO shall remain an employee of CITY and shall not be an employee of NKSD. The SRO shall remain responsive to the supervision and chain of command of CITY Police Department. CITY shall remain solely responsible for the SRO's hiring, training, discipline, or dismissal. Any allegation of improper conduct shall be referred to the SRO's immediate supervisor, deputy police chief or directly to the Chief of Police.

ARTICLE V

OVERTIME. The SRO may not work overtime hours without the prior approval of CITY Police Department. Overtime work will be paid in accordance with CITY policies.

ARTICLE VI

REMOVAL OF SRO. In the event the NKSD administration has cause to believe the particular SRO is not effectively performing in accordance with this Agreement, the Superintendent may recommend in writing to CITY Police Department the SRO be removed from the program. Within ten business days after receiving the recommendations, the Superintendent or his/her designate will meet with the Chief of Police or his/her designate to discuss the recommendation. If the problem cannot be resolved to the satisfaction of both the Superintendent and the Chief of Police, or their designees, then the SRO shall be removed from the program and a replacement SRO will be selected in accordance with this Agreement. The selection process shall not exceed 30 days.

ARTICLE VII

FUNDING. In consideration of CITY's assignment of the SRO to NKSD, NKSD agrees to pay a percentage of the salary and benefits of the SRO. The percentage is as follows for the term of this agreement: 25% for the 2015/16 school year; 37.5% for the 2016/17 school year; and 50% for the 2017/2018 school year. Payments for the specific school year will be made in equal installments by December 31st and June 1st of each school calendar year. For the 2015/16 school year, NKSD will pay PPD \$27,708 split into 2 installments of \$13,854. PPD will provide the next school years cost by July 1 of the upcoming school year.

The parties understand and acknowledge that the sums provided under this agreement do not completely fund the position of a full-time officer and the CITY reserves the right to assign the officer to other police functions in the event of an emergent need, including but not limited to civil unrest or natural emergency. By way of illustration and not limitation, the SRO could be called out in order to deal with a developing police emergency in Kitsap County, returning to North Kitsap Schools at the conclusion of the emergency situation.

ARTICLE VIII

NO THIRD-PARTY RIGHTS. The establishment of this program and the execution of this Agreement shall create no third-party rights. In particular, the parties agree by establishing this program, that no past practice has been created with respect to duty assignment, the maintenance of the program, or to otherwise limit the management

TERM AND TERMINATION. The Agreement shall be effective commencing the first official day of school in September, 2015 and expire on the last official day of school in June, 2018 unless mutually extended by the parties in writing. Upon expiration of the Agreement, all equipment furnished by CITY shall remain the sole property of CITY, and any facilities, office equipment, or other material support provided by NKSD shall remain the sole property of NKSD. This Agreement may be terminated by NKSD or CITY, effective at the end of any school year, by giving to the other party notice of termination at least 60 days before the end of the school year.

ARTICLE XIII

INTERVIEWS AND ARREST PROCEDURES. If the SRO plans to interview suspects or victims of crime, the SRO, to the extent practicable, will advise the Principal or his/her designate and work with the Principal or his/her designate to minimize disruption to the school and other students. NKSD employees will make parental notification of such interviews in accordance with policy as established in NKSD regulations and applicable laws. The Principal or Principal's designees may request to the SRO to be present during the interview of a student. If permitted, the Principal or his/her designate will be present solely as an observer of the interview and not a participant therein. The presence of a NKSD employee at an interview of a student regarding a criminal matter shall make said employee subject to subpoena as a witness thereto. In the event the SRO arrests a student at a NKSD school, the SRO shall notify the Principal or his/her designate as soon thereafter as practical. In the event the arrested student is a juvenile, CITY Police Department will notify the parents or legal guardian pursuant to CITY Police Department policy and procedure. NKSD may also make notification as may be necessary under its own guidelines.

ARTICLE XIV

RELEASE OF STUDENT INFORMATION. Upon request by CITY Police Department, NKSD will provide directory information relating to its students, which is allowable under NKSD policy and State and Federal law and in accordance with "Attachment A".

ARTICLE XV

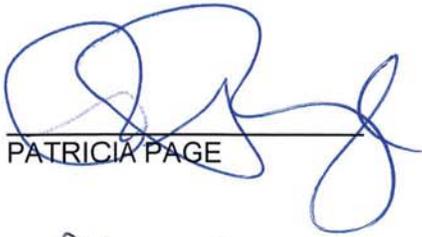
POLICE REPORTS. The SRO shall not provide NKSD with police reports except as allowed by Washington State law and/or CITY policies and procedures.

ARTICLE XVI

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 XVII

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.


PATRICIA PAGE

SUPERINTENDENT
NORTH KITSAP SCHOOL DISTRICT


REBECCA ERICKSON

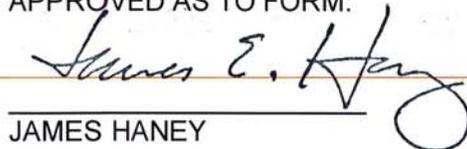
MAYOR
CITY OF POULSBO

ATTEST:


NICOLE STEPHENS

CITY CLERK
CITY OF POULSBO

APPROVED AS TO FORM:


JAMES HANEY

CITY ATTORNEY
CITY OF POULSBO

ATTACHMENT "A"

INTERAGENCY INFORMATION SHARING AGREEMENT BETWEEN NORTH KITSAP SCHOOL DISTRICT NO. 400 AND CITY OF POULSBO

This Agreement is made and entered into by and between the North Kitsap School District No. 400 (hereinafter called "NKSD") and City of Poulsbo [hereinafter called "CITY"], pursuant to authority granted in Chapter 39.34 of the Revised Code of Washington, relevant federal statutes, and related regulations.

PURPOSE

This agreement is intended to facilitate timely exchange of information about students in the NKSD with the CITY for use by its School Resource Officer [hereinafter called "SRO"] and CITY personnel assigned to assist and support the SRO's duties under the Interlocal Agreement between NKSD and CITY for SRO services.

EXTENT OF DATA SHARING

NKSD agrees to provide the access to its student records to the extent permitted under the federal Family and Education Privacy Rights Act of 1974, 20 USC Section 1232g, and the federal Department of Education's implementing rules for the Act in chapter 99.34 of the Code of Federal Regulations, RCW 28A. 605.030 [hereinafter referred to collectively as "FERPA"]. Unless a parent or adult student has opted out of its release, in all cases student directory information defined under FERPA and North Kitsap School District Board Policy and Procedure 3231 and 3231P will be provided to CITY for the use of the SRO. Student directory information is:

A student's name, photograph, address, telephone number, date and place of birth, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, diplomas and awards received and the most recent previous school attended. The actual residential addresses of participants in the state Address Confidentiality Program will not be available for release as directory information.

To the extent feasible, the District will provide access to its' Skyward student information system to City of Poulsbo Police staff directly responsible with SRO and Police District services, consisting of:

- Login and password
- Student Directory Information subject to release without parent or adult student consent.

City of Poulsbo Police designates Shawn Ziemann, and Andy Pate, as the staff to receive computer access to NKSD student Directory Information. Should either of these individuals leave their current positions,

- City of Poulsbo Police will promptly notify NKSD so access may be terminated,
- City of Poulsbo Police will notify NKSD of replacement staff to be granted limited access under this agreement.

CITY agrees that its staff will keep confidential their personal login and password, and all student information obtained by access to the NKSD student information system will be used solely for CITY Police Department business.

ASSURANCES

The parties hereto agree that all activity pursuant to this Agreement will be in accordance with this Agreement and all applicable current or future federal, state and local laws, rules and regulations. For release of non-directory student information to the CITY for emergency reasons under 34 CFR Section 99.36 or to serve a juvenile before or after adjudication in the juvenile justice system under 34 CFR Section 99.38, the CITY shall execute the assurances required under FERPA for such releases.

PERIOD OF PERFORMANCE

The term of this agreement is September 1, 2015 through August 31, 2016.

TERMINATION OF ACCESS

Either party may at its discretion disqualify at any time any person authorized access to confidential information by or pursuant to this Agreement. Notice of disqualification shall be in writing and shall terminate a disqualified person's access to any information provided by either party pursuant to this Agreement immediately upon delivery of the notice to either NKSD or CITY or OSPI. Disqualification of one or more persons by either party does not affect other persons authorized by or pursuant to this Agreement.

RECORDS MAINTENANCE

Both parties will retain all records, books or documents related to this agreement for six years. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

RESPONSIBILITY FOR ACTS AND OMISSIONS

Each party to this agreement is responsible for any and all acts and omissions of its own staff, employees, officers, and agents acting within the scope of their responsibilities.

DISPUTES

If a dispute should arise regarding the terms and conditions of this agreement or the duties imposed herein, the dispute shall be resolved as follows: each party shall separately appoint a representative to a dispute panel; the two appointed representatives shall mutually agree on a third person to chair the dispute panel; and the dispute panel shall thereafter decide the disputes with the majority prevailing.

AGREEMENT MANAGEMENT

The access described herein will be performed under the coordination of the following Agreement Managers or their successors, who will provide the assistance and guidance necessary for the performance of this Agreement:

FOR City of Poulsbo:

NAMES: Alan L. Townsend, Chief of Police
ADDRESS: 200 NE Moe Street Poulsbo, WA 98370
TELEPHONE: (360) 779-3113
E-Mail: atownsend@cityofpoulsbo.com

FOR NKSD:

NAME: Patrice Page, Superintendent
ADDRESS: 18360 Caldart Ave NE Poulsbo, WA 98370
TELEPHONE: (360) 396-3001
FAX: (360) 396-3934
E-Mail: ppage@nkschools.org

WAIVER

Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute a waiver to any future rights which such party might have hereunder.

SEVERABILITY

If any provision of this agreement or any provision of any document by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

TERMINATION FOR CONVENIENCE

Either party may terminate this agreement at any time and with or without cause by delivering written notice of such termination to the other party. In case of termination, any and all printouts or unaltered copies of student directory information provided by the District pursuant to this agreement shall either be immediately returned to the District or immediately destroyed. The requirement to return or destroy information shall not apply to student directory information that has been incorporated into other City records, such as police incident reports.

TERMINATION FOR CAUSE

Either party may terminate this agreement at any time prior to the date of completion if and when it is determined that the other party has failed to comply with the conditions of this agreement. CITY or NKSD shall promptly notify the other party in writing of the termination and the reasons for termination, together with the effective date of termination. In case of termination, any and all printouts and unaltered copies of the student directory information provided by the District shall be returned to the District or destroyed on or before the date of termination. The requirement to return or destroy information shall not apply to student directory information that has been incorporated into other City records, such as police incident reports.

JURISDICTION

This agreement shall be construed and interpreted in accordance with federal and state law. The venue of any action brought hereunder shall be the Washington State Superior Court for Kitsap County unless the parties agree in writing that the action shall be before a Washington State Office of Administrative Hearings Administrative Law Judge or a Federal Administrative Law Judge.

CHANGES, MODIFICATIONS AND AMENDMENTS

This agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Applicable Federal and State laws;

(b) Any other provisions of the agreement whether by reference or otherwise.

ALL WRITINGS CONTAINED HEREIN

This agreement sets forth in full the entire agreement of the parties; and any other agreement, representation, or understanding, verbal or otherwise, is hereby deemed null and void and of no force and effect whatsoever.

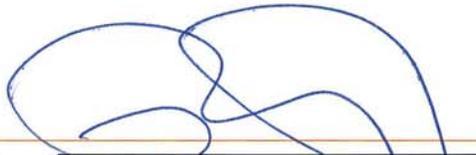
By signing this agreement, both parties certify that its policies and procedures comply with the confidentiality requirements of this agreement.

City of Poulsbo

North Kitsap School District No. 400



Rebecca Erickson, Mayor
Dated: 3/18/2015



Patrice Page, Superintendent
Dated: April 2, 15