

**AGREEMENT**  
**For**  
**SCHOOL RESOURCE OFFICER**  
**Between**  
**THE CITY OF DES MOINES and HIGHLINE SCHOOL DISTRICT 401**

In Accordance with the Interlocal Cooperation Act (RCW 39.34), the City of Des Moines ("The City"), and Highline School District 401 ("The District"), each of which is a Washington Municipal Corporation, hereby enter into the following AGREEMENT:

**RECITALS**

**WHEREAS:**

- A. The District and the City desire to promote law enforcement and related services to Mount Rainier High School and other Highline District Schools within the City;
- B. A School Resource Officer Program has been proposed for Mount Rainier High School with additional services to other Highline District Schools within the City as hereinafter described;
- C. The District and the City recognize the potential benefits of the School Resource Officer Program to the citizens of the City and particularly to the students and staff of Mount Rainier High School; and
- D. It is in the best interest of the citizens and residents of the District and the City to establish this program,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

**I. TERM of AGREEMENT and RENEWAL**

- 1.1 This Agreement shall be for one (1) school year.
- 1.2 This Agreement shall commence as of September 1, 2012 and shall terminate as of June 30, 2013.
- 1.3 This Agreement may be renewed by written agreement of all of the Parties.
- 1.4 This Agreement may be terminated by either party by 90 ninety (90) days written statement of termination directed to the other party. Should the agreement be terminated by either party, the City will reimburse the District on a prorated basis for any months remaining on the agreement at a rate of one-tenth of the annual fee for each full month.

## **II. SCHOOL RESOURCE OFFICER PROGRAM CONTINUED**

2.1 A School Resource Officer Program has been established between the City of Des Moines Police Department ("Des Moines PD") and Mount Rainier High School ("the High School"), with additional services to other Highline District Schools located within the City of Des Moines. Said program is hereby continued for the term of this agreement.

2.2 Through the School Officer Resource Program, the High School and the Des Moines PD have committed to providing a safe, fun environment that promotes education and interaction with the students in a positive caring manner. This is accomplished with a committed partnership among the school, students, staff, parents, police department, and neighbors to enhance the schools and the community.

## **III. RIGHTS AND DUTIES OF THE DES MOINES PD**

3.1 The Chief of the Des Moines PD ("the Chief") shall assign one (1) regularly employed police officer as a School Resource Officer ("SRO") to the High School who will also provide additional services to other Highline District Schools located within the City of Des Moines.

3.2 The SRO shall be assigned to the school district for a minimum of twenty (20) hours per week while school is in session. Additional time may be authorized by the department at the request of the school district not to exceed a total of forty (40) hours per week subject to department approval and provided the SRO's assistance is not required for other police activities away from the school. Absences from the school by the SRO during the school year for training or other Des Moines PD activities shall not exceed five (5) school days in duration at any one time. The Des Moines PD may temporarily reassign the SRO during school holidays and vacations.

3.3 The SRO shall also act as an instructor for specialized, short-term law enforcement related programs at the high school or other District schools within Des Moines when invited to do so by the principal or members of the faculty.

3.4 The SRO shall have the following additional duties and responsibilities:

3.4.1 When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

3.4.2 The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention in nature.

3.4.3 The SRO shall become familiar with all community agencies which offer assistance to youths and their families such as youth job placement assistance, mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such

3.4.12 Any exceptions to the above must be mutually agreed upon by the Chief of Police of the Des Moines PD, the School District, and the School Principal.

#### **IV. RIGHTS AND DUTIES OF THE DISTRICT**

4.1 The District shall provide the SRO with the materials and facilities necessary to the performance of the SRO duties at the High School.

4.2 The following materials and facilities are deemed necessary to the performance of the SRO's duties:

4.2.1 Access to a properly lighted private office with a telephone that may be used for general business purposes.

4.2.2 A location for files and records that can be properly locked and secured.

4.2.3 A desk with drawers, a chair, work table, filing cabinet, and officer supplies.

4.2.4 Access to a typewriter, computer, and/or secretarial assistance.

#### **V. FINANCING OF THE SCHOOL RESOURCE OFFICER**

5.1 The District will compensate the City for a portion of the direct salary and benefits incurred for the assigned School Resource Officer for the ten month duration of the 2012-2013 school year. The District will pay to the City of Des Moines \$50,000 for the school year 2012-2013 for school resource officer services related to this agreement.

5.2 The City will invoice the District for the entire \$50,000 in salary and benefits to be incurred during the ten month period on or before the first day of each school year.

5.3 Any overtime hours requested and authorized by either party to this agreement shall be paid by the party requesting and authorizing the additional overtime hours. If the District requests and authorizes the overtime hours, the District will be separately invoiced by the City for the direct salary and related benefits for the overtime hours worked by the assigned School Resource Officer.

#### **VI. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER**

The SRO shall remain an employee of the Des Moines Police Department, and shall not be an employee of the School District. The School District and the Chief acknowledge that the SRO shall remain under the direct supervision of the City of Des Moines Police Department.

## **VII. APPOINTMENT OF SCHOOL RESOURCE OFFICER**

7.1 The SRO must be a volunteer for the position with a minimum of three (3) years of law enforcement service or experience.

7.2 The appointment of the SRO shall be at the discretion of the Chief based upon:

7.2.1 A written application to the Chief that outlines his/her qualifications; and

7.2.2 Input from the High School principal or the principal's designee and the District's Director of Safety and Security.

7.3 Additional criteria for consideration by the Chief shall include job knowledge, training, education, appearance, attitude, communication skills, and bearing.

## **VIII. DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT**

8.1 In the event the principal of the High School feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of the District that the SRO be removed from the program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the Chief or his/her designee of the principal's request. If the Chief desires, the Superintendent and Chief, or their designees, shall meet with the SRO to mediate or resolve any problems. At such meeting, specified members of the staff of the school may be required to be present. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief, then the SRO shall be removed from the program and a replacement shall be obtained.

8.2 The Chief may dismiss or reassign the SRO based upon Des Moines PD Rules, Regulations and/or General Orders and when it is in the best interest of the Parties, the students and the citizens of the City of Des Moines.

8.3 In the event of the resignation, dismissal, or reassignment of the SRO, or in the case of long term absences by the SRO, the Chief shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the Chief shall appoint a permanent replacement for the SRO position.

## **IX. LIABILITY**

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence; neither party shall indemnify nor hold the other party harmless.



9.6 Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

9.7 Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to:

Dr. Susan Enfield, Superintendent  
Highline School District No. 401  
15675 Ambaum Boulevard SW  
Burien WA 98166

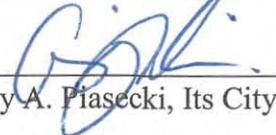
George M. Delgado, Chief of Police  
City of Des Moines Police Department  
21900 11<sup>th</sup> Ave. S  
Des Moines WA 98198

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

APPROVED AS TO FORM

By   
City Attorney of Des Moines

DATED this 31<sup>st</sup> day of August, 2012.  
CITY OF DES MOINES

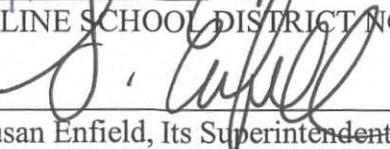
By   
Anthony A. Piasecki, Its City Manager

At the direction of the Des Moines City Council at an open public meeting on 8/30, 2012

APPROVED AS TO FORM

By \_\_\_\_\_  
Attorney for Highline School Dist. No. 401

DATED this 12 day of September, 2012.  
HIGHLINE SCHOOL DISTRICT NO. 401

By   
Dr. Susan Enfield, Its Superintendent