

LAKE CHELAN SCHOOL DISTRICT NO. 129

P.O. Box 369
Chelan, WA 98816

CONTRACT 2021-2022 School Year

In consideration of the promises and conditions contained herein, the Lake Chelan School District, hereafter referred to as the District, and Chelan County Sheriff's Office, hereafter referred to as the Contractor, do mutually agree as follows:

1. CONTRACTOR RESPONSIBILITIES

Contractor shall perform the following duties on the dates specified to the satisfaction of the Superintendent:

August 31, 2021 through June 16, 2022, excluding holidays and non-school days (winter break, spring break, summer break, etc).

****Amended active and billable dates due to vaccination requirement contractual discussions at the start of school year: December 1, 2021 through June 16, 2022****

Hours: Equal to .5 FTE per week, flexible schedule to meet the needs of both the Sheriff's Office and the District.

Duties shall include but not be limited to:

1. Be visible and accessible to students during lunch and passing periods. Presence should be friendly and inviting to students.
2. At close of school day SRO should strategically position self on street near secondary school main entrance to assist with traffic control.
3. During school hours move though out the building (interior/exterior) paying special attention to potential problem areas (bathrooms, unsupervised hallways, etc.).
4. Work with administration and staff to reduce use and possession of illegal substances at school. Diligently pursue reports/information of drug use/possession including follow up of reported sources.
5. Train or arrange training for staff in identifying persons under the influence of drugs/alcohol.
6. Assist administration in maintaining safe and orderly school atmosphere. Provide appropriate support when report of a crime (drug use/possession, theft, violence, etc.) is made by school administration.
7. Assist in arranging periodic "drug dog" visits to the Lake Chelan School District campus.
8. Monitor and report progress (monthly - via email) in dealing with drug issues (number of reports, arrests, trainings, contacts with parents, etc.).
9. Assist attendance clerks and principals in dealing with chronically truant

students/families.

10. Be visible on elementary school campus. Periodically attend elementary lunches and recess times so as to begin development of positive relationships with students.
11. Arrange classroom visits with elementary students on topics like personal safety, emergency plans, and summer water safety.
12. Assist principals/superintendent with emergency planning and drills. Provide coordination with Chelan County Sheriff's office during actual emergency or drills.
13. Assist with activities/games on an as needed/available basis.
14. Once per quarter, deputy will arrange a meeting with school administrators, for evaluation of services.
15. Maintain all mandated Sheriff's Office training criteria.
16. Deputy presence of approximately 3 hours of coverage for all high school football regular season "home" games.

2. REIMBURSEMENT

In consideration of the Contractor's satisfactory performance of the responsibilities set forth herein, the District shall compensate and/or reimburse the expenses of the Contractor as follows:

The County shall provide tri-annual invoices to the Lake Chelan School District, by the first day of September, December and March for the base service fee. The School District shall pay the invoices on or before the fifteenth of September, December and March, respectively. If any portion of the fee is not paid by the School District when due, the unpaid balance shall bear interest thereon from the date such payment was due to the date of receipt of payment, at the rate of twelve percent (12%) per annum.

The base service fee for the 2021-2022 school year is \$43,697.16, to be invoiced as follows:

****Amdended to remove September billing due to vaccination requirement contractual discussions at the start of the school year. Updated base service fee for 2021-2022 is \$29,131.44. December billing will be sent once contract is signed by all entities.****

September 1, 2021	\$14,565.72
December 1, 2021	\$14,565.72
March 1, 2022	\$14,565.72

Except as expressly provided herein, all expenses necessary to the Contractor's satisfactory performance of this Contract shall be born in full by the Contractor.

The Contractor shall submit an invoice for payment prior to these amounts being due and payable.

Contract Calculation Breakdown: 1 FTE - Step 5 Salary + Benefits = \$116,525.76
This wage is based off of the 2020-2022 Collective Bargainng Agreement wage increase of 4%
$$\$116,525.76 * .75 = \$87,394.32 / 2 = \$43,697.16$$

Projected 2023 costs: Awaiting new collective bargaining agreement for deputies

3. PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without obtaining the written consent of the other party.

4. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR

Contractor shall perform all duties pursuant to this Contract as an independent contractor. The District shall not control or supervise the manner in which this Contract is performed except as specified in section; “Contractor Responsibilities” nor withhold or pay any taxes in behalf of the Contractor. Personal liability insurance is the responsibility of the Contractor and shall not be provided by the District.

5. INDEMNIFICATION

The Contractor and the District mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from their own negligent acts in the performance of their services and duties under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis.

6. TERMINATION

This contract may be terminated by the District and or the Contractor at any time upon 60 days advance written notification. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the District and or Contractor as of midnight of the second day following the date if it’s posting in the United States mail to the address listed herein.

In the event of termination by the District, Contractor shall be entitled to an equitable proration of the total compensation provided for herein for uncompensated services which have been performed as of termination and to the reimbursement of expenses incurred as of termination but solely to

the extent such expenses are reimbursable pursuant to the provisions of this Contract.

7. NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, sex, or handicapping condition be unlawfully excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under activity performed pursuant to this contract

8. CONFLICT OF INTEREST

Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty pursuant to this Contract in which such person is an employee of the District.

9. ENTIRE AGREEMENT

This written Contract constitutes the entire agreement of the Contractor and the District. No alteration or variation of the terms of this Contract and no oral understanding or agreements not incorporated herein--unless made in writing between the parties hereto--shall be binding.

10. APPLICABLE LAW

In the event of conflict, the terms of this contract will at all times be superseded by the laws of the state of Washington. Venue for this contract will be Chelan County of the state of Washington.

IN WITNESS WHEREOF, the District and the Contractor have executed this Contract consisting of four pages.

Dated this ____ day of October, 2021.

BOARD OF CHELAN COUNTY COMMISSIONERS

BOB BUGERT, CHAIRMAN

ATTEST:

KEVIN OVERBAY, COMMISSIONER

Clerk of the Board

TIFFANY GHERING, COMMISSIONER

BRIAN BURNETT, SHERIFF

DISTRICT

Superintendent/Designee