

*Lake Washington School District
School Resource Officer Program
Memorandum of Understanding (MOU)*

This Agreement is made and entered into this ____ day of _____, 2022 by the Lake Washington School District #414 (referred herein as “District”) and the City of Redmond (referred to herein as “City”) (collectively, “the Parties”) for the purpose of establishing a School Resource Officer (referred to herein as “SRO”) program in the public school system in the City of Redmond. In consideration of the terms and conditions set forth herein, the Parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this MOU is for the City of Redmond to provide contract services in the form of SROs to the District. The services provided include law enforcement and related services, in compliance with RCW 28A.320.124, as described herein.

MISSION. The mission of the SRO Program is to improve school safety and educational climate at the school.

ARTICLE II

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

- (A) **Provision of SROs.** The City shall assign up to three regularly employed officers to provide coverage to District schools within the city limits of Redmond. Each SRO will be assigned a region within their City that may include a combination of high school, middle school, and elementary schools. The services provided by the SROs are in addition to routine police services already provided by the City.
- (B) **Selection of an SRO.** The Chief of Police, in partnership with the District, shall jointly agree on a process to select the SROs to be assigned. The following minimum criteria will be considered:
 - (1) The ability to effectively deal with a diverse student population;
 - (2) The ability to present a positive image and symbol of the entire law enforcement agency. Therefore, the personality, appearance, and communication skills of the SRO should be of such nature so

that a positive image of the agency is reflected. A goal of the SRO program is to foster a positive image of law enforcement officers among students, school staff and community members;

- (3) Expressed interest in working with students, school staff and school community members within the scope of the SRO Program;
 - (4) The educational background, experiences, interest level, and communication skills of the SRO must be of a high caliber so that the SRO can effectively and accurately provide high quality educational services in the area of law enforcement;
 - (5) The desire and ability to work effectively in partnership with the principal and other Building and District administrative staff and employees as a team; and
 - (6) Be a state certified law enforcement officer.
- (C) Annual Evaluation of an SRO. The District will conduct an evaluation of each SRO in the program prior to the end of the school year and provide a copy to the City.
- (D) Regular School Duty. SROs are generally available during normal school hours. This expectation does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined by the Chief of Police or designee. The SRO and/or the City will attempt to communicate to the District schedule changes.
- (E) SRO Role and Duties. SROs are an integral part of the District's "Layered School Safety Plan." They contribute to the overall safety of the school campus utilizing their expertise, training, and experience. SRO's have four overarching, and equally important, roles within the school community:
- 1. Fostering Positive School Climate - SRO's have the unique opportunity to encourage and model positive behavior, and use good judgement and discretion through the following:
 - a. Upon request, engage in school activities, such as: assemblies, sporting events etc. to foster a positive school climate through relationship-building and crime prevention;

- b. Work in partnership with Building and District administration to build a culture of open communication and trust among students, staff, and school community members by serving as a role model, working with administrators to engage with students who may be facing challenges and identifying mechanisms to connect them with appropriate community resources;
- c. SROs are not responsible for general student discipline and may not be used to attempt to impose criminal sanctions in matters more appropriately handled within the District's educational system. The determination of whether an incident rises to the level of law investigation or intervention shall be made in consultation with a Building administrator and be consistent with District Policy and Procedure 3241 – Student Discipline. In the event of imminent threat or danger to the Building or school community, the SRO may use professional judgement to intervene and disrupt the threat or danger; and
- d. Working with Building administration and school staff to create a positive school climate by developing positive relationships with students, parents, and staff, and by helping to promote a safe, inclusive, and positive learning environment.

2. ***Crime Prevention*** - *Through training, expertise and experience, the SRO has a unique perspective on crime prevention that is valuable to the school community. Identification and education regarding crime prevention tools can be disseminated throughout the school communities in several ways by the SRO, including:*

- a. Providing foot patrol on campus and in parking lots;
- b. Monitoring previous crime locations on campus;
- c. Speaking to Building administration and school staff about reducing the opportunity for crimes to occur;
- d. Analyzing possible crime patterns;
- e. Providing law enforcement input into school-based security, including, but not limited to review of campus

perimeter security measures and security systems. Any and all recommendations shall be provided to appropriate Building and District administration;

- f. Participate in Threat Assessments at schools as requested. If the assigned SRO is unable to attend, another Officer from the City may attend and provide law enforcement representation;
- g. Attend Threat Assessment training as arranged by the District;
- h. Conduct Crime Prevention Through Environmental Design Assessments (“CPTED”) at schools;
- i. Provide Crime Prevention presentations as requested, and;
- j. Review and be familiar with the District’s “Layered School Safety Plan.”

3. **Education** - SROs represent our law enforcement partners and are a valued member of our school community. Upon mutual agreement by the Parties, SRO’s may be called upon to provide supplemental educational expertise to members of the school community in the following ways:

- a. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, etc.;
- b. Provide safety-related training to staff and students including, but not limited to pedestrian safety, bike safety and drivers’ safety, as age appropriate;
- c. Provide “ALICE Active Shooter Training” to staff and students; and
- d. Conduct informational presentations to parent, student, or community groups on relevant topics such as substance abuse, underage drinking, cyber bullying, sexual assault awareness, commercial sexual exploitation, and trafficking of children, etc.

4) **Law Enforcement** - SROs are responsible for law enforcement activities occurring at the schools during school hours, including:

- a. Making arrests and making referrals of possible criminal law violations to the Prosecutor’s Office,

- securing, handling, and preserving evidence, and recovering District property;
- b. Assisting the District in maintaining the peace on District property;
- c. Coordinating and/or providing traffic control assistance at schools as needed and/or requested;
- d. Providing school traffic safety emphasis as needed and/or requested;
- e. Responding to schools for child welfare reports;
- f. Working with other law enforcement agencies to recover District property;
- g. Assisting the District in serving court notices or legal documents;
- h. Providing pedestrian and bicycle safety awareness training;
- i. Providing informal law enforcement counseling with students when requested by the Building administration, and the student, when mutually agreed to by all Parties;
- j. Conducting criminal investigations of violations of law on District property, or property immediately surrounding the District property, as assigned by the City. Criminal investigations on campus will be consistent with District Policy and Procedure 3226-Interviews and Interrogations of Students on School Premises;
- k. Engaging in crisis and Emergency Response and Preparedness using the Rapid Responder system to support schools; and
- l. Alternatives to arrest should be used whenever possible, and the arrest of students should be a measure of last resort. The SRO discretion to act remains the same as that of any other law enforcement officers.

In addition, SROs shall:

1. Wear their official law enforcement uniform or alternate uniforms which shall be provided at the expense of the City as mutually agreed upon by the Parties;

2. Submit monthly data by the 10th of each month for the prior month;
3. Perform other duties as mutually agreed upon by the Parties, such as providing safety and security at District events, provided performance of such duties are legitimately and reasonably related to the SRO program as described in this MOU, and provided such duties are consistent with state and federal law and the policies and procedures of the Parties;
4. Read, review and be familiar with law enforcement related District policies and procedures;
5. Follow and conform to relative District policies and procedures that do not conflict with policies and procedures of the Police Department;
6. Follow all state and federal laws;
7. Coordinate with other Police Department Youth Service Providers (Police Partners, Community Resources, etc.) to ensure consistency and continuity of all services, and make referrals to social agencies as appropriate;
8. Attend all Police Department-mandated training as required to maintain law enforcement qualifications and certifications;
9. Attend School Safety Meetings for the schools within their assigned region;
10. Attend the District's monthly SRO meetings;
11. Acknowledge the role of an SRO as a teacher, informal counselor, and law enforcement officer;
12. Recognize when to informally interact with students to reinforce school rules and when to enforce the law;
13. Adhere to all department policies related to recording devices (including In-Car and Body Worn Camera systems), if in use; and
14. 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 any 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.

(F) Training Requirements - The City retains the authority and responsibility for training its employees, including SROs. The City, by signing this MOU, confirms the SROs assigned to the District have been trained, or are scheduled to be trained, in all the topics required by RCW 28A.320.124(1). Additionally, there are (2) components to the training requirements, and the Parties understand, and agree to, the following classroom and on the job training requirements:

- (1) The following classroom requirements must be completed within the first six months of working on a school campus, including:
 - a. Constitutional and civil rights of children in schools,

including state law governing search and interrogation of youth in schools;

- b. Child and adolescent development;
- c. Trauma-informed approaches to working with youth;
- d. Recognizing and responding to youth mental health issues;
- e. Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
- f. Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, immigrant, female, and nonbinary students;
- g. Local and national disparities in the use of force and arrests of children;
- h. Collateral consequences of arrest, referral for prosecution, and court involvement;
- i. 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;
- j. De-escalation techniques when working with youth or groups of youth;
- k. State law regarding restraint and isolation in schools, including RCW 28A.600.485;
- l. The Federal Family Education Rights and Privacy Act (20 U. S. C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes; and
- m. Restorative justice principles and practices.

- (2) Two days of on-the-job training with an experienced SRO, at the school of the experienced SRO, must be completed prior to assuming responsibility for their assigned region.

(J) Support Services to be Provided by the City. The City and the SROs will supply the following services:

- (1) The City will submit monthly reports to the District by the 10th of each month for the prior month to include the following:
 - a. Each call for law enforcement service and the outcome, 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;

- b. Date, school and number of hours and topics of instructional time in classrooms;
- c. Date and school name of any participation in threat assessments;
- d. Crime prevention efforts, both formal and informal;
- e. School events developed or participated in;
- f. Child Abuse reports taken;
- g. Other functions not indicated above; and
- h. Invoice for specific events and extra-duty assignments.

- (2) Maintain and file uniform crime reporting (UCR) records according to law;
- (3) Investigate all incidents and complete investigation in a timely manner;
- (4) Provide coordination, development, implementation, and evaluation of security programs in the assigned school locations;
- (5) Provide each SRO with a patrol vehicle as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this MOU shall be borne by the City;
- (6) Maintain records in compliance with state and federal law;
- (7) Coordinate with Building or District administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses;
- (8) Make presentations to community groups as authorized by the SRO Supervisor and District;
- (9) Maintain criminal justice standards as required by law; and
- (10) At least one supervisory representative from the City should attend the scheduled District Safety Advisory Committee meetings.

(K) No Special Duty. The Parties do not intend to create any “special relationship” or “special duty” by entering into this MOU. The City expressly disclaims any guarantee as to the safety or security of persons or property at the District’s schools and makes no representations or warranties as to such safety or security by entering into this MOU. Specifically, the Parties understand and agree that the City has no greater duty with regard to the safety and security of persons or property at the District’s schools than it does with regard to the general public in providing law enforcement services throughout the City. The provisions

of this MOU are for the benefit of the Parties, and do not create any rights of or duties to any third Parties.

- (L) COVID-19 Vaccination. As required by Governor Inslee’s directive (Proclamation 21-14-1), all employees and contractors working or providing services for the District must be fully vaccinated against COVID-19. As a vendor or contractor to the District, the City assumes all responsibility that all of its employees or workers who are near students, or others, while present at a school building or other District site provide proof of COVID-19 vaccination by showing the City their vaccine card or documentation of vaccination from a healthcare provider. In turn, the City must provide the District with a signed verification. The City also agree that no employees or workers will be sent to the District that have not met this requirement. The mandatory state directive allows narrow exemptions for medical or sincerely held religious beliefs only. However, social, political, or economic philosophies or personal preferences are not “religious” beliefs under the law. Any employees with an exemption will be required to wear an approved face covering, be subject to increased social distancing, and periodic COVID-19 testing. The only exceptions the District may allow include areas away from staff and students such as controlled construction areas or scheduled maintenance when the building is unoccupied. Routine deliveries such as mail or supplies are also exempt.

ARTICLE III

GRIEVANCES. Any grievance related to SROs or the SRO Program, that are filed with the District, shall be handled pursuant to the following process. The point of contact for this process is the District’s School Safety and Crisis Manager. Complaints against an SRO that are filed with the law enforcement agency directly will be handled by the City in accordance with established City policies, procedures, and CBAs.

Step One of the Grievance Process:

The parent or guardian or adult student will present the complaint in writing to the Building administrator or their designee within ten school days of the action or incident that gave rise to the complaint. The written statement of the complaint will contain:

- A. The facts upon which the complaint is based as the parent or guardian or adult student who is filing the complaint sees them;

- B. A reference to the policies/procedures of the District which have allegedly been violated; and
- C. The remedies sought.

Failure to submit a written complaint within the timeline specified above will result in waiver of the complaint.

If a written complaint is filed in compliance within the timeline specified above, the parent or guardian or adult student will discuss this complaint with the Building administrator or their designee. A sincere effort will be made to resolve the complaint at this level. The Building Administrator or their designee will meet with the parent, guardian or adult student within ten (10) school days of filing the complaint unless otherwise agreed by the parent, guardian or adult student and the Building Administrator or for good cause. If there is no resolution at Step One and if the parent or guardian or adult student does not appeal the complaint to the associate superintendent or their designee in writing within five (5) school days of the parent or guardian or adult student's meeting with the Building administrator or their designee, the complaint will be waived.

Step Two of the Grievance Process:

If after Step One, a resolution is not made, the parent or guardian or adult student can appeal the complaint to the associate superintendent or their designee in writing within five (5) school days of the parent or guardian or adult student's meeting with the Building Administrator or their designee, the associate superintendent or their designee will, within ten (10) school days of the receipt of the complainant's written appeal, meet with that parent or guardian or adult student to hear their claim, unless otherwise agreed to by the parent or guardian or adult student and the associate superintendent or designee or for good cause.

The associate superintendent or their designee will render a decision regarding the appeal within ten school days of the parent or guardian or adult student's meeting with the associate superintendent or their designee unless otherwise agreed to by the parent or guardian or adult student and associate superintendent or designee or for good cause. The associate superintendent or their designee's decision will be considered final.

ARTICLE IV

SRO EMPLOYMENT & SPECIAL EVENTS. The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.

This MOU does not prevent the District from hiring an individual serving as an SRO to perform duties that are not the duties of the SRO set forth in this MOU, e.g., the employment of an individual who also serves as an SRO to coach athletics, drive a school bus, or otherwise serve the District in a capacity other than that of an SRO. Such employment shall be completely separate from and not controlled by this MOU. If the District chooses to employ an individual serving as an SRO to perform duties that are not duties of the SRO under this MOU, the individual shall at all times during such employment be solely an employee of the District and not an employee of the City. During such employment, the District shall be solely responsible for the compensation, training, discipline, and dismissal of such individual and solely responsible for the individual's acts, errors, or omissions in performing the duties of such separate employment.

Special events, such as extra-duty assignment, site security for after-hours events, or special requests shall be executed per past practice; the District will request these specific services through the Police Department extra-duty assignment coordinator. The City will bill the District for additional officers/duties as provided. The City will endeavor to assign one (1) SRO to extra-duty events, in addition to other officers. Billing for these events shall be separate from the billing for standard SRO charges.

ARTICLE V

PAYMENT. In consideration of the services provided herein, the District shall pay to the City a sum of \$10,900.00 per month per SRO assigned. No other consideration will be required during the term of this MOU for in-school services called for herein.

ARTICLE VI

CONFLICTS. The Parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this MOU. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the Chief of Police or designee of the City. The designated

representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VII

CHANGE IN TERMS. Changes in the terms of this MOU may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

SRO REPLACEMENT. To dismiss an officer from the SRO assignment, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the Parties to resolve a change in the SRO, the SRO shall be replaced as soon as possible dependent upon the training needs and availability of a replacement SRO.

ARTICLE IX

TERMINATION AND TERM OF MOU. The term of this MOU shall commence upon date of execution and continue until June 30, 2023, or until terminated. The District shall receive the SRO services described in Article II for the full term of this MOU. This MOU may be terminated by either party as follows:

- a. upon sixty (60) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating termination; or
- b. upon fourteen (14) days written notice in the event an emergency is declared by civic officials that impacts daily operations of the County or District.

In the event this MOU is terminated, compensation will be made to the City for all services performed to the date of termination consistent with Article V.

The District will be entitled to a prorated refund consistent with the payment contained in Article V for each day that the SRO services are not provided because of termination of this MOU. This MOU shall be effective as of September 6, 2022, when students return to District school locations even if signed after that date.

ARTICLE X

Notwithstanding this MOU, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this MOU.

ARTICLE XI

The Parties will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants.

ARTICLE XII

The District shall provide the SRO the following materials and facilities necessary to perform their duties, enumerated herein:

- i. Access to a private area, workspace, office, or conference room, which is properly lighted, with a telephone to be used for general business purposes.

ARTICLE XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the District and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act of omission of the City, its officers, agents, and employees, or any of them, in the performance of this MOU. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgment be rendered against the District and its officers, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

In executing this MOU, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules, or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District policy, procedure, rule, or regulation is principally at issue, the District shall defend the same at its sole expense and if judgment is entered

or damages are awarded against the District, the City or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.

The District shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents, and employees, any of them, in the performance of this MOU. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against the City and the District and their respective officers, agents and employees, or any of them, the District shall satisfy the same.

ARTICLE XIV

CLOSING OF CAMPUSES. In the event school campuses are not open and students are attending remotely due to physical or environmental factors, the District reserves the right to suspend this MOU until such time as students return to school campuses. During the suspension of the contract, there will be no fees paid as indicated in Article V. Services may be provided on an as needed basis at an hourly rate as agreed upon by the Parties.

Wendy Kessler
Purchasing Manager
Lake Washington School District #414
(425) 936-1423

Date _____

Authorized Signer
Title
City of _____
(Phone Number)

Date _____