

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

This Agreement is made and entered into this _____ day of September 2021 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 as described herein.

This MOU establishes and delineates the mission of the SRO Program as a joint collaborative and cooperative effort. This MOU clarifies roles and expectations and formalizes the relationship between the participating entities to reduce the potential for incidents of violence on the school campus, minimize the number of youths formally referred to the juvenile justice system, and foster an efficient and cohesive program that will build positive relationships between police officers, students and school staff while promoting a positive and safe learning environment for all students.

ARTICLE II

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

- (A) **Provision of SROs.** The City shall assign up to four regularly-employed officers to provide coverage to District schools within the city limits of Redmond, as mutually agreed upon by the City and District. 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 on the basis of the following minimum criteria:
 - (1) The ability to effectively deal with a diverse student population;
 - (2) The ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected;
 - (3) Expressed interest in working with students and staff within the scope of the SRO Program;
 - (4) The ability to provide good quality educational services in the area of law enforcement. The education background, 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 resource teaching services;

- (5) The desire and ability to work 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) Regular School Duty. SROs are generally available during normal school hours. This assignment does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined to exist by the Chief of Police or designee. The SRO must be available for other needs as determined by the Chief of Police.
- (D) SRO Role and Duties. The SRO has four overarching roles within the school community:
- 1. Law Enforcement
 - a. Responsible for the majority of law enforcement activities occurring at the school during school hours, including making arrests and referrals of criminal law violators, securing, handling, and preserving evidence, and recovering District property;
 - b. Assist the District in maintaining the peace on District property;
 - c. Provide school traffic safety emphasis within their region as needed;
 - d. Provide pedestrian and bicycle safety awareness;
 - e. Work with other police agencies to recover District property;
 - f. May provide police counseling with students when requested by the principal or designee, and the student, when mutually agreed to by all parties, but are not responsible for general student discipline. Parents, students, teachers, and other school personnel should bring concerns about student behavior to the school principal and not the SRO;
 - g. The determination of whether an activity rises to the level of law enforcement activity shall be made in consultation with a school administrator and consistent with District Policy and Procedure 3241 - Student Discipline;
 - h. 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 police officer/sheriff's deputy; and
 - i. May conduct criminal investigations of violations of the law on District property, or property immediately surrounding the District property, as assigned by the

police department consistent with District Policy and Procedure 3226, Interviews and Interrogations of Students on School Premises.

2. *Fostering Positive School Climate*

- a. Encourage and model positive behavior, endorse high moral standards and use good judgement and discretion;
- b. Upon request, engage in school activities, such as: assemblies, sporting events, teen court, restorative practices, etc. to foster a positive school climate through relationship-building and crime prevention; and
- c. Work in partnership with school administration to build a culture of open communication and trust among students and adults by serving as a role model, working with teachers and administrators to identify students who may be facing challenges and connection to community resources, and, focusing on getting to know the students at the school.

3. *Crime Prevention*

- a. Identify ways to ensure crime prevention strategies are in place and utilized on campus. This may include foot patrol on campus, including parking lots, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, and investigating crimes; and
- b. Provide law enforcement input into school-based security, including teaching of School Safety and Prevention Specialists, review of fencing and security systems, and provide recommendations to appropriate District staff.

4. *Education*

- a. SROs are embedded in the education fabric of the school and should participate in the school community by engaging with the educational team where appropriate, and, representing the law enforcement community to build positive relationships with youth, their families, and school staff;
- b. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law and other topics as mutually agreed upon by the Chief of Police or designee and principal or designee;
- c. Leverage opportunities to provide education not just in the classrooms but also throughout the campus in the hallway, during lunch and during school activities. SROs can act as a resource in the area of law enforcement education and are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.
- d. Provide safety-related training to staff and students, as age appropriate; and

- e. Conduct informational presentations to parent and/or student groups on relevant and/or requested topics.

In addition, SROs shall:

- (1) Wear their official police uniform or alternate uniforms which shall be provided at the expense of the City as mutually agreed upon by the District and police command;
 - (2) Perform other duties as mutually agreed upon by the principal and Chief of Police or designee, 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 City and the District;
 - (3) Follow and conform to all District policies and procedures that do not conflict with policies and procedures of the Police Department;
 - (4) Follow all state and federal laws;
 - (5) 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;
 - (6) Attend all Police Department-mandated training as required to maintain law enforcement qualifications and certifications;
 - (7) At least one supervisory representative from the City will attend the monthly District Safety Advisory Committee meetings;
 - (8) Unless unavailable due to approved leave, attend the LWSD monthly SRO meetings; and
 - (9) SROs will participate in school threat assessments within their region. If they are unable to attend, another SRO or designee will attend in their place.
- (E) Compliance with RCW 28A.320.124 and Engrossed Substitute House Bill 1214 (2021-22) Session Law. There are (2) components to the training requirements, and the City and SROs understand, and agree to, the following classroom and on the job training requirements:
- (1) Classroom requirements must be completed within the first six months of working on a school campus (by not later than March 1, 2022) and on-the-job training must be completed by the end of the first school year working on a school campus (by not later than June 16, 2022):
 - (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; and 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;
- (l) Restorative justice principles and practices; and
- (m) Two days of on-the-job training with experienced safety and security staff, at the school of the experienced safety and security staff.

- (F) SROs are prohibited from becoming involved in any formal student discipline situations that are not criminal. Administrative violations are the sole and exclusive responsibility of District school administrators;
- (G) SROs recognize when to informally interact with students to reinforce school rules and when to enforce the law;
- (H) The SRO acknowledges the role of an SRO as a teacher, informal counselor, and law enforcement officer;
- (I) The City will submit monthly reports to the School Safety and Crisis Manager 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 and offense type, race, gender, and age. If known, indicate when student has an IEP or 504 Plan;
 - b. Date, school and number of hours and topics of instructional time in classrooms;
 - c. Date and school name of an threat assessments attended;
 - d. Crime prevention efforts, formal and informal;
 - e. School events developed or participated in;
 - f. Child Abuse reports taken;
 - g. Other functions not indicated above;
 - h. Invoice for responses not included in proactive core service hours; and
 - i. Invoice for specific events and extra-duty assignments.

(J) Support Services to be Provided by the City of Redmond Police Department (“Department”).
The Department and the SROs will supply the following services:

- (1) Provide information on all offense reports taken by an SRO to the school principal;
- (2) Receive and dispatch officers via the Redmond Police Communications Center;
- (3) Maintain and file uniform crime reporting (UCR) records according to law;
- (4) Process all police reports;
- (5) Provide coordination, development, implementation, and evaluation of security programs in the assigned school locations;
- (6) 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;
- (7) Maintain records in compliance with state and federal law;
- (8) Coordinate with school administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses;
- (9) Make presentations to community groups as authorized by the SRO Supervisor and District;
- (10) Maintain criminal justice standards as required by law;
- (11) Coordinate and participate with the School Safety Committee;
- (12) Develop and coordinate crime prevention activities at the assigned school locations;
and
- (13) Comply with all data collection requirements by the OSPI.

(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 agreement. 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 City and District only, and do not create any rights of or duties to any third parties.

ARTICLE III

COMPLAINTS. The Parties agree the responsibility for the administration of student discipline shall be the duty of the District. If families have a complaint related to SROs, they should follow District Policy 4220, Complaints Concerning Staff or Programs. The point of contact for this process is the School Safety and Crisis Manager.

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 agreement, 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 Department endeavor to assign one (1) SRO to extra-duty events, in addition to other officers.

ARTICLE V

PAYMENT. In consideration of the services provided herein, the District shall pay to the City a sum of \$10,200 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, 2025 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 City 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 1, 2021 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 City and District 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 _____

Angela Birney
Mayor
City of Redmond
(425) 556-2101

Date _____