

Snoqualmie Valley School District School Resource Officer Program Memorandum of Understanding (MOU)

This Agreement is made and entered into this 10th day of April, 2023 by the Snoqualmie Valley School District #410 (referred herein as “District”) and the City of Snoqualmie (referred to herein as “City”). The City and District are collectively referred to as “the Parties”.

WHEREAS, the City and District are currently parties to the Agreement Between the City of Snoqualmie and Snoqualmie Valley School District No. 410 for School Resource Officer (“SRO”) Program dated June 30, 2016 (“the 2016 Agreement”) and;

WHEREAS, the Parties desire to supersede and replace the 2016 Agreement with a Memorandum of Understanding containing updated provisions reflecting recent changes in state law and provisions for improved coordination and cooperation between the Parties regarding the SRO Program in the District’s public school system;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this MOU is to memorialize the conditions governing the City of Snoqualmie’s provisions of SRO contract services to the District. The SRO contract 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 SRO. The City shall assign one (1) regularly employed Snoqualmie Police officer to provide SRO services to District schools within the city limits of Snoqualmie and North Bend. Additional SROs may be assigned by agreement between the City and District. When SRO services are provided by a single officer, the SRO’s assigned region will include the entire District; if multiple SROs are assigned, each SRO will be assigned a region within the cities that may include a combination of high school, middle school, and elementary schools. The SRO services provided are in addition to routine police services already provided by the Snoqualmie Police Department within Snoqualmie and North Bend.

(B) Selection of an SRO. At the commencement of this MOU, the designated SRO shall be Officer Kim Stonebraker Weiss, the person providing SRO services during the 2022-2023 school year. Any officer providing SRO services following the conclusion of Officer Stonebraker’s SRO

assignment shall be selected using the following process: The District shall be invited to designate a District representative to participate in an interview process of the potential SRO candidates. After receiving input from the District's representative, the Police Chief shall select the officer assigned to serve as SRO 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 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 general authority peace officer as defined in RCW 43.101.010(10) and RCW 10.93.020(4), who is commissioned to enforce the criminal laws of the state of Washington generally.
- (C) Annual Evaluation of SRO. The City shall evaluate SRO performance in accordance with policies, procedures, and applicable CBAs as established by the City and Snoqualmie Police Department. The Police Department will review both written and oral feedback on the SRO provided by the District.
- (D) Regular School Duty. The SRO will be generally available during normal school hours. This expectation does not prohibit the SRO from participating in City emergency response or from fulfilling training requirements as determined by the Chief of Police or designee. The SRO and/or the City will attempt to communicate to the District SRO work 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: attending assemblies, sporting events or other school events 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; 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 appropriate active shooter training determined by the Snoqualmie Police Department in consultation with District staff; 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. 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 of students should be used if feasible in the determination of the SRO or responding SPD officers. The SRO discretion to act remains the same as that of any other law enforcement officers.

In addition, SRO 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. Attend all Police Department-mandated training as required to maintain law enforcement qualifications and certifications;
8. Attend School Safety Meetings for the schools within their assigned region;
9. Attend the District's monthly SRO meetings, if the District holds such meetings;
10. Acknowledge the role of an SRO as an informal teacher and counselor, and law enforcement officer; provided, however, that the SRO is not and need not work in the role of serving as a classroom teacher as defined in RCW 28A.150.203(7);
11. Recognize when to informally interact with students to reinforce school rules and when to enforce the law;
12. Adhere to all department policies related to recording devices (including In-Car and Body Worn Camera systems), if in use; and
13. 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. In the event that the City provides SRO services using only one SRO, the on-the-job training may be provided by an experienced SRO serving in another school district.

(J) *Support Services to be Provided by the City.* The City and the SRO 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, and age. For purposes of this subsection (J)(1)(a), “calls for law enforcement services” means events where the SRO or other police officer makes an arrest, conducts a criminal investigation and/or makes a referral to the prosecutor’s office concerning an incident occurring at a District facility and/or involving a District student. If the District provides data to the City concerning students who have an individualized education program or plan developed under Section 504 of the Federal Rehabilitation Act of 1973 (“IEP”), data reported by the City under this subsection (J)(1)(a) will also be disaggregated by students with an IEP following receipt of IEP-related information from the District;

b. Date, school and number of hours and topics of SRO instructional time in classrooms;

c. Date and school name of any SRO participation in threat assessments;

d. functions or activities not listed above; and

e. Invoice for specific events and extra-duty assignments by the SRO.

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’s Snoqualmie Police Department Supervisor;

9. Maintain criminal justice standards as required by law; and

10. At least one supervisory representative from the Snoqualmie Police Department

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 or on school grounds, 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 Cities of Snoqualmie and North Bend. The provisions of this MOU are for the benefit of the Parties, and do not create any rights or duties to any third parties. Both parties also understand and agree that the District (and not the City) retains sole legal responsibility for the safety and security of the District, its employees, students and property, and this MOU does not alter that responsibility in any way.

ARTICLE II-A

DISTRICT OBLIGATIONS. The District and its employees shall support the SRO in the provision of SRO duties and the SRO Program as set forth herein. Support shall include, but not be limited to, timely provision to the SRO of the following:

- A. A well-lighted, suitable office within assigned school property to be used by the SRO during on-site SRO work. The office shall include a telephone, 4-drawer locking cabinet, desk, chair and reasonable office supplies;
- B. Police parking space;
- C. Reasonable availability of District staff for consultation and/or interviews, as applicable, concerning the SRO’s performance of matters within the scope of this Agreement, including without limitation interviews pursuant to the SRO’s investigation of criminal incidents under Article II(E)(4)(j) above;
- D. Information concerning possession by any person on school grounds of unlawful drugs or weapons, or other unlawful activity, except in the event a District employee is prohibited by law from disclosing certain information, in which case only the employee who is subject to such prohibition is excused from the obligation to provide the information; and
- E. Such other information, resources or equipment reasonably related to the proper execution of the SRO duties set forth in this MOU.

ARTICLE III

GRIEVANCES. Any grievance related to the SRO or the SRO Program shall be handled pursuant to the following process. The point of contact for this process is the District’s Superintendent.

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. The Building administrator or designee will provide a copy of any complaint related to the SROs or SRO Program to the Police Chief within two (2) business days of receipt of the complaint, and invite comment on or response to the complaint from the SRO or other Police Department representative, as applicable.

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. The Building Administrator or designee shall issue a written decision concerning the complaint. If the complaint is not resolved to the complainant's satisfaction at Step One and if the parent or guardian or adult student does not appeal the decision 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, the complaint is not resolved to the complainant's satisfaction, the parent or guardian or adult student can appeal 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 designee will provide a copy of the appeal to the SROs or SRO Program to the Police Chief within two (2) business days of receipt of the appeal, and invite comment on or response to the appeal from the SRO or other Police Department representative, as applicable. 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. The associate superintendent or designee shall provide a copy of the decision to the SRO or Police Chief.

ARTICLE IV

SRO EMPLOYMENT & SPECIAL EVENTS. The SRO shall be an employee of the City and not an employee of the District. The SRO shall remain responsive to the supervision and chain of command of the City and Snoqualmie Police Department, which shall be responsible for the hiring,

training, discipline, and dismissal of its personnel, including the SRO.

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. The District acknowledges that City Personnel Policies require that outside employment by a City employee requires prior approval by the City Administrator. Such outside employment of an individual serving as an SRO by the District shall be completely separate from and not controlled by this MOU, except that the District agrees that it will not hire an individual serving as an SRO without first confirming City Administrator approval of the SRO's outside employment. 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 while performing such duties for the District acting in their capacity solely as an employee of the District and not in their capacity as 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 for the District.

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. If the District requires the SRO to work a special event during the evening or weekend, the District shall reimburse the City of Snoqualmie for the cost of the overtime, unless the Department, SRO and the school administrator agree to a flex time arrangement not less than 7 days in advance of the evening or weekend event in accordance with the City and Snoqualmie Police Association collective bargaining agreement, in which case no overtime reimbursement by the District shall be required. The hourly rate for overtime shall be as established in the applicable collective bargaining agreement between the City of Snoqualmie and the Snoqualmie Police Association.

ARTICLE V

PAYMENT. In consideration of the services provided herein, the District shall pay to the City the fully loaded costs of employing the SRO(s) multiplied by 40%. The City will determine the fully loaded cost of each SRO, and invoice the District on a quarterly basis. The District shall pay the invoices within thirty (30) days of receipt thereof. Except as provided in Articles IV and V, no other consideration will be required during the term of this MOU for in-school SRO 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 an amendment in writing approved by the City and the District.

ARTICLE VIII

SRO REPLACEMENT. If the District desires to request that the Police Chief relieve an officer from the SRO assignment, the Superintendent or designee shall communicate such a request in writing to the City outlining the reasons for the requested change. The City Administrator, Police Chief and/or their designees shall meet with the Superintendent or designee within ten (10) business days of receipt of the request to discuss the requested change in SRO assignment. The City agrees to give due consideration to the District's request, and will render a decision regarding the request within ten (10) business days of the meeting. The Police Chief's determination concerning the individual assigned as the SRO shall be final.

ARTICLE IX

TERMINATION AND TERM OF MOU. The District shall receive the SRO services described in Article II for the term of this MOU. The term of this MOU shall commence upon the later date of execution by either Party ("Effective Date"), and continue until December 31, 2024 ("Term") unless terminated as provided herein; provided, however, that unless this Agreement is terminated as set forth below, it shall automatically renew for one or more additional two (2) year Renewal Term(s), based upon the same terms and conditions set forth in this MOU, except for adjustment of the annual fee, or as otherwise amended by mutual agreement of the parties. 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 written notice delivered by one party to the other a minimum of ninety (90) days prior to the end of the Term or any Renewal Term;
- c. upon fourteen (14) days written notice in the event an emergency is declared by Governor, Washington Secretary of Health, King County Health Officer or Mayor of Snoqualmie, that impacts daily operations of the City and/or District, as applicable, and that renders performance of this MOU impossible or impracticable.

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 prior to the expiration of the Term or a Renewal Term.

ARTICLE X

Notwithstanding this MOU, the District shall receive all police services typically provided by the City within the Cities of Snoqualmie and North Bend, in addition to the SRO 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

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, including without limitation any provision of this MOU. If any cause, claim suit, action or administrative proceeding is commenced in which 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 XIII

REASSIGNMENT OF SRO. Based on operational need, due to extended staffing shortage or other reasons as determined in the City's reasonable discretion, the City may re-assign the SRO to the police department patrol schedule for such temporary period as the City may determine. The re-assignment may be effective following 15 days' written notice to the District. During the temporary re-assignment, the SRO's salary, wages, and overtime will be funded 100% by the City.

ARTICLE XIV

2016 AGREEMENT SUPERSEDED. Upon the Effective Date of this MOU, the 2016 Agreement is superseded and of no further force or effect.

Dan Schlotfeldt
Superintendent
Snoqualmie Valley School District #410

Katherine Ross, Mayor
City of Snoqualmie

Date

April , 2023
Date