Memorandum of Understanding
City of Battle Ground – Battle Ground Public Schools School Resource Officer

The general purpose of this Memorandum of Understanding (herein known as "Agreement" or "MOU") is to establish two (2) School Resource Officer (herein known as "SRO") positions between the City of Battle Ground (herein known as "City") and the Battle Ground Public Schools (herein known as "District"). In consideration of the promises and conditions herein, the City and the District do mutually agree as follows:

1. PURPOSE

The purpose of this MOU is to formalize the relationship between the City and the District in order to foster an efficient and cohesive SRO program that will build a positive relationship between law enforcement officers, District staff, and students, with goals aimed toward providing a safe learning environment for students, a safe working environment for District staff, and preventing and reducing offenses committed by juveniles and young adults.

2. EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. SROs shall be exclusively employed by the City, specifically with the Battle Ground Police Department (herein known as "Police Department"), and shall be subject to the sole administration, supervision, and control of the City and the Police Department.

B. SROs shall be subject to all personnel policies and practices of the City and the Police Department except as such policies or practices may be modified by the terms and conditions of this MOU.

C. The City and the Police Department, in their sole discretion, shall have the power and authority to assign, remove, or discipline SROs.

D. Whenever a new SRO will be placed at the District, there shall be a joint hiring committee composed of representatives of the Police Department and at least one representative of the School District to make recommendations for the hiring of the SRO position to the Chief of Police. The Chief of Police shall have sole authority to make the final decision as to the assignment of such SRO officers. If the School District is dissatisfied with the performance of an SRO, the School District should make notification to the Chief of Police as to their concerns. The Chief of Police will take action in accordance with City Policy, Police Department Policy, and the Collective Bargaining Agreement.

E. One SRO will be assigned to Battle Ground High School. The second SRO will be available to assist at other district buildings in the City of Battle Ground as needed, or as requested by District staff, CRESA call-center, or other such means as the SRO becomes notified about an incident that is occurring. The District and the Police Department shall work together to determine what school within the District the

second SRO will be assigned to for purposes of having the office facility as required by Section 4(A) herein.

3. DUTY HOURS OF SCHOOL RESOURCE OFFICERS

A. SRO duty hours shall be determined by the Provisions of the Collective Bargaining Agreement between the Police Department and the Battle Ground Police Officer's Association. Whenever possible, it is the desire of the parties that the SROs duty hours conform to the school day.

B. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the principal or designee of the school to which the SRO is assigned. During this period of absence, calls to Battle Ground Public Schools will be handled by patrol officers.

C. SROs shall also be available whenever possible to work special events such as sporting events, district meetings, and other events specifically requested by the District. Any such events to be worked by the SRO shall be arranged at least thirty (30) days in advance and agreed to in writing between the Police Department and the District. The final decision of whether such special event receives coverage shall rest solely with the Chief of Police. The SRO shall be compensated in accordance with City Policy, Department Policy, and the Collective Bargaining Agreement. Any overtime incurred by the City in connection with work performed under Section 3(C) shall be paid solely by the District in accordance with Addendum A-Payment Schedule.

4. RESPONSIBILITIES OF THE DISTRICT

A. Provide the SRO with a private, appropriately furnished, and climate-controlled office space at the assigned school that can be secured and has network access to the Internet. The District will also provide SROs with a school district email address, access to shared documents on the school's network, printers, surveillance cameras and the Skyward student management system.

B. Meet with the SRO on a regular basis to share information as required by Section 7 herein.

C. Work cooperatively with the City, including but not limited to, the Police Department to make any mutually agreed upon and needed adjustments to the SRO program throughout the school year.

D. Ensure that the SRO is not requested to resolve routine disciplinary problems involving students. The administration of student discipline, including student code of conduct violations and student misbehavior, is the sole responsibility of school administrators unless the violation or misbehavior involves criminal conduct as further outlined in Section 6(B) herein.

E. Provide the Police Department and SRO with the school policy and procedure in place for teachers that clarifies the circumstances under which teachers and administrators may ask the SRO to intervene with a student.

F. In connection with the activities under the MOU, the District shall comply with all applicable federal, state, and local laws and regulations which includes RCW 28A.320.124.

5. RESPONSIBILITIES OF THE CITY

A. Respond to alleged criminal occurrences that occur on the property of Battle Ground Public Schools and take appropriate action in accordance with Police Department policy and applicable federal, state and local laws and regulations.

B. Provide training to the two (2) SROs which includes, but is not limited to, the Basic SRO Course provided by the National Association of School Resource Officers, Crisis Intervention, Child Abuse Investigation and Interview, First Aid, CPR, AED, and Active Shooter in addition to the following:

1. Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
2. Child and adolescent development;
3. Trauma-informed approaches to working with youth;
4. Recognizing and responding to youth mental health issues;
5. Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
6. Collateral consequences of arrest, referral for prosecution, and court involvement;
7. 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;
8. Local and national disparities in the use of force and arrests of children;
9. De-escalation techniques when working with youth or a group of youths;
10. State law regarding restraint and isolation in schools, including RCW 28A.600.485;
11. Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, and immigrants.

The City shall provide all training records for the SROs to the District upon request by the District and in compliance with RCW 28A.320.1242(iii).

C. The City reserves the right to temporarily remove the SRO during duty hours of the SRO as outlined in Section 3 herein, when it is determined, in the sole discretion of the Chief of Police or his/her designee, such removal is necessary for the SRO to

assist other officers during critical incident, natural disaster, or other significant events requiring additional law enforcement officers.

D. In connection with the activities under this MOU, the city shall comply with all applicable federal, state and local laws and regulations which includes RCW 28A.320.124.

6. DUTIES OF SCHOOL RESOURCE OFFICERS

A. Promote positive police-community relations by working in cooperative, proactive, problem-solving partnership with school administrators, teachers, students, parents, and community-based organizations to create and uphold a safe environment in schools and support an atmosphere where teachers feel safe to teach and students feel safe to learn.

B. Assist the District in differentiating between disciplinary issues and possible criminal conduct and respond appropriately. Violations of school rules are the sole responsibility of the District as further outlined by Section 5(D) herein. It is not the role of the SRO to enforce school disciplinary rules or punish students for misbehavior.

C. De-escalate school related incidents whenever possible while in compliance with the other terms and conditions of this MOU and RCW 28A.320.124 pertaining to the role of the SRO.

D. Provide classroom instruction on subjects such as crime prevention and safety with approval of the school principal or designee.

E. The role of a School Resource Officer is a teacher, informal counselor, and law enforcement officer. In this role, the SRO shall provide face to face interaction with students and act as an advisor and role model. The SRO shall know when to informally interact with students to reinforce school rules and when to enforce the law. As further outlined by Section 5(D) herein, the SRO shall not be involved with formal school discipline situations that are the responsibility of school administrators.

F. Utilize the principles and practices of "Restorative Justice" when investigating crimes or making arrests. This includes the use of school-based diversion programs and other community justice initiatives for students when appropriate.

G. Be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. and make referrals when appropriate.

H. Whenever possible, the SRO shall notify the school principal or the principal's designee if it is necessary for the SRO to be off campus during regular school hours

in a non-emergency situation. This notification shall be separate from the notification required under Section 3(B) herein when the SRO will be absent from work.

I. The SRO will work closely with school administrators and school security monitors in dealing with current and potential problems, including emergency management and disaster response, but exclusive of routine student disciplinary issues, violations of student code of conduct, and other non-criminal matters that are the sole responsibility of the District as further outlined in Section 4(D) herein.

J. Review and have a working knowledge of this Memorandum of Understanding between the city and the District regarding the SRO program.

7. INFORMATION SHARING

A. The District and the Battle Ground Police Department shall share information to facilitate the principles of restorative justice, and to provide information that allows for students to participate in diversion programs in accordance with Federal privacy laws, including the Family Educational Rights and Privacy Act of 1974 (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and applicable Washington State Law including, but not limited to RCW 13.50.050.

8. PROHIBITION AGAINST ASSIGNMENT

A. Neither this Memorandum of Understanding nor any interest herein may be assigned by either party without first obtaining the written consent of the other party.

9. BACKGROUND OF SERVICE PROVIDERS

A. To the extent the city performs services at a public school and has contact with children at the school pursuant to this MOU, the City shall be prohibited from providing the services through persons who have pled guilty to or have been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or 9A.36 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor under RCW 9A.64.030, or violations of similar laws of another jurisdiction. Any violations of this paragraph shall be grounds for the District to immediately terminate this agreement (See RCW 28A.400.330).

10. WHOLE AGREEMENT

A. This agreement is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein and supersedes all prior agreements, proposals, oral or written, and all other communications between the parties related to the subject of this agreement. No modification of this Memorandum of

Understanding will be binding on either party, except as a written addendum signed by authorized agents of both parties.

11. TERMINATION FOR BREACH

A. If either party fails to comply with the terms and conditions of the MOU, the other party, upon 30 days prior written notice to the breaching party, may terminate this MOU.

12. APPLICABLE LAW

A. The laws of the State of Washington shall govern this MOU.

13. WAIVER AND SEVERABILITY

A. No provisions of this MOU or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence. If any term or condition of this MOU or application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other terms, conditions, or applications of the MOU that can be given *effect* with the invalid term, condition, or application. To this end, the terms and conditions of the MOU are declared severable.

14. OWNERSHIP OF ACQUIRED ASSETS

A. All assets owned by the District and placed in service for the SRO during this agreement shall remain the property of the District. Any asset acquired by the City and used in this program will remain the property of the City. When transferring program assets from the District to the City, a fair and equitable settlement will be negotiated between the District and the City.

15. NONDISCRIMINATION COMPLIANCE

A. The District is an equal opportunity employer. By entering into the MOU, the City assured the District that the City complies with all laws and regulations pertaining to nondiscrimination. No person shall on the basis of race, color, national origin/language, creed/religion, sex, sexual orientation – including gender identity/expression, disability or the use of a service animal by a person with a disability, age, marital status, honorable discharge veteran or military status, HIV/Hepatitis C status, be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this MOU.

B. The City is an equal opportunity employer. By entering into the MOU, the District assures the City that the District complies with all laws and regulations pertaining to nondiscrimination. No person shall on the basis of race, color, national

origin/language, creed/religion, sex, sexual orientation – including gender identity/expression, disability or the use of a service animal by a person with a disability, age, marital status, honorable discharge veteran or military status, HIV/Hepatitis C status, be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this MOU.

16. INSURANCE COVERAGE

A. Each party, in providing any services contemplated herein shall have valid liability insurance. Upon request by either party, the City and the District shall show just evidence of such coverage. By this MOU, the parties specifically retain all protections afforded by workers' compensation or similar statutes of the State of Washington.

17. PAYMENT FOR SERVICES

A. The District shall pay the City for services of the SRO Program, including personnel costs, training, and overtime in accordance with Addendum A – Payment Schedule which is adopted and incorporated herein by reference.

18. EFFECTIVE DATE AND DURATION

A. This MOU shall be in effect for a term commencing upon the date of all signing parties and continuing until August 31, 2024. In accordance with RCW 28A.320.1242(1)(a), the parties shall review this MOU annually for renewal including a review of Addendum A- Payment Schedule. This agreement shall be renewed, with any mutually agreed upon changes, each year unless either party provides notice sixty (60) days prior to the end of the term year that they do not intend to renew the agreement. In no case shall the MOU become effective prior to the date upon which the signatures of all parties have been subscribed hereto.

19. INDEMNIFICATION

A. City shall defend, indemnify, and hold harmless the School District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of or from the conduct of City's business for the SRO program, or from any activity, except by the sole negligence of the School District.

B. School District shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, action, or liabilities for injury or death or any person, or for loss or damage to property, which arises out of School District use of premises, or from the conduct of School District business, or from any activity, except by the sole negligence of the City.

20. ORGANIZATION

A. No separate legal or administrative entity is created by this MOU and this MOU does not affect the organization of the District, the City or the Police Department. This MOU is not intended to create, and should not be construed as creating, a relationship of principal and agent, or master and servant between the District and the City and Police Department, their elected officials, employees or agents. No agent, employee, representative or subcontractor of the City or Police Department shall be deemed an employee, agent, representative or subcontractor of the District virtue of this Agreement.

21. NOTICE

A. Any notice to be given under this MOU shall at a minimum be in writing and delivered by first-class mail, postage pre-paid, and addressed as follows:

a). If to City and Police Department:

City of Battle Ground
Attention: Chief of Police
507 SW 1st Street
Battle Ground, WA 98604

b). If to District:

Battle Ground Public Schools
Attention: Principal
P.O. Box 200
Battle Ground, WA 98604

22. DISPUTES

A. The District and the City shall attempt to resolve all disputes regarding the terms of this Agreement in good faith. In the event the dispute is not resolved by the parties, the matter will be referred to the superior Court of the State of Washington in and for Clark County.

B. Parties shall bear their own legal fees, costs, and expenses related to enforcing rights and responsibilities of this Agreement.

ADDENDUM A – PAYMENT SCHEDULE 2024-2025 SCHOOL YEAR

The Battle Ground Public Schools shall pay the city of Battle Ground the sum of one hundred and sixty thousand two hundred eighty-three dollars ($160,283.00) for the SROs assigned to Battle Ground High School and other district schools within the City of Battle Ground. This annual sum shall be divided into two equal installments of $80,142.00 for a total amount due for the 2024-2025 school year of $160,283.00. The City shall invoice the District for the first payment due no later than October 1st and the City shall invoice the District for the second payment due no later than April 1st. The District shall pay the invoice due within thirty (30) days of receipt. The annual sum due from the District to the City shall be re-evaluated annually with the renewal of this MOU as outlined in Section 18 herein.

The City of Battle Ground will pay for all training costs incurred by the SRO as required by Section 5(B) herein.

The Battle Ground Public Schools shall pay for all overtime incurred for the SROs due to District requested services, which includes all such services provided under Section 3(C) herein. Such overtime shall be invoiced by the City of Battle Ground with supporting documentation and the invoice shall be paid in full by the Battle Ground Public Schools within thirty (30) days.

23. NO INDIRECT OR THIRD-PARTY BENEFICIARIES

A. The parties do not intend, by this Agreement, to assume contractual obligations to any other party than the parties named in this Agreement. There are no indirect or third-party beneficiaries to this Agreement.

IN WITNESS THEREFORE, the District and the City have executed this Memorandum of Understanding consisting of eight (9) pages and an addendum.

BATTLE GROUND PUBLIC SCHOOLS

Denny Waters, Superintendent

CITY OF BATTLE GROUND

Kristina Swanson, City Manager