

SEP 21 2000

MEMORANDUM OF UNDERSTANDING

**BETWEEN
THE ARLINGTON SCHOOL DISTRICT
and
THE ARLINGTON POLICE DEPARTMENT**

THIS AGREEMENT, made and entered into this 18th day of September, 2000, by and between **THE ARLINGTON SCHOOL DISTRICT**, (hereinafter referred to as "School District"), and **THE CITY OF ARLINGTON POLICE DEPARTMENT**, (hereinafter referred to as the "Police Department");

WITNESSETH:

WHEREAS, the School District and the Police Department desire to continue to provide law enforcement and related services to the public schools of the City of Arlington; and

WHEREAS, the School District, and the Police Department are mutually responsible for providing a safe environment within which students may receive appropriate instructional and educational services which can be delivered more efficiently through the cooperative efforts of said parties to the benefits of public health, safety and welfare; and

WHEREAS, the School District and the Police Department agree that it is in the best interest to assign a School Resource Officer(s) to schools mutually agreed upon by both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the School District and the Police Department hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to develop a procedure that focuses on providing a safe and healthy environment for students and faculty. To foster better relations between

students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state, and federal laws; and to have law enforcement officers available for presentations to students, faculty and parents concerning law enforcement, school safety and related law enforcement subjects.

ARTICLE II. POLICE DEPARTMENT'S RESPONSIBILITIES

A. The Police Department agrees to:

1. Respond to any violation of local, state, and federal laws, statutes or ordinances on or adjacent to school property.
2. At the conclusion of the investigations, those individuals who have committed violations may be charged. This action is in addition to any administrative action taken by the school.
3. Provide an officer to schools on request as staffing allows.
4. Obtain appropriate legal sanction, e.g., subpoena or court order, or permission of school administrator prior to seeking access to personnel records of students or instigating student locker searches.
5. Respond promptly to reports of civil disorder or riots on school district property or at school functions within the city limits.

B. Providing School Resource Officer (SRO):

1. The Police Department and the School District recognize the value of a School Resource Officer Position. The SRO position will be assigned to schools as mutually agreed upon by both parties.
2. The funding of the SRO position(s) shall be determined by an inter-local agreement between the Police Department and School District.
3. The Chief of Police or designee shall oversee the officer assigned above, perform scheduled and unscheduled visits to the schools and work with the School District in coordinating and developing the program.

C. Regular Duty Hours of School Resource Officers

1. The SRO shall be assigned to the schools on a full time basis. During those hours that the school is in regular session, the SRO may be assigned additional requirements determined by the Chief of Police.

2. The school principal, while having no direct authority over the SRO, may request the SRO to assist in additional requirements that are mutually agreed upon by the principal and Chief of Police or designee that do not violate the terms of this agreement.
3. The SRO will be allowed to request and utilize their annual leave throughout the year. The SRO shall notify the School Administrator in writing the days they will be absent.
4. The SRO may be temporarily reassigned by the Chief of Police or designee as needed.

D. Instructional Responsibilities for the School Resource Officers

1. The SRO shall act as an instructor or guest speaker for specialized, short-term programs when invited to do so by the principal or member of the school faculty.
2. The SRO Officer shall make available to the school faculty and students a variety of law related presentations.

E. Additional Responsibilities of the School Resource Officers

1. The SRO shall coordinate programs and presentations with the principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school. These activities and programs shall be approved by the Chief of Police.
2. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the Revised Code of Washington, the role of the police and community policing.
3. The SRO shall encourage individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.
4. When requested and approved by the Chief of Police or designee, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program, as well as to assist parents and faculty members in law enforcement related problems involving students.
5. The SRO shall make themselves available for student, parent and faculty member conferences in order to assist with the identification of and solving problems of a law enforcement or crime related nature.

6. The SRO shall become familiar with all community agencies, which offer assistance to children, youths and their families (mental health clinics, drug treatment centers, etc). The SRO shall make referrals when appropriate.
7. The SRO shall assist the principal in developing emergency plans and strategies to prevent and/or minimize dangerous situations.
8. Should it become necessary to conduct formal police interviews or investigations with students, the SRO shall adhere to those legal requirements, policies and procedures established by the Arlington Police Department and the School District.
9. The SRO shall give assistance to other law enforcement officers in matters regarding the SRO's school assignment.
10. The SRO shall, whenever possible and approved by the Chief of Police or designee, participate in/or attend school functions.
11. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the school administrator aware of such action. At the school administrator's request the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent the SRO may do so under the authority of law.
12. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the school administrator believes that an incident is a violation of the law, the administrator may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
13. The SRO is not to be used for regularly assigned lunchroom duties, bus duty, hall monitors or other monitoring duties. The SRO is also not to be used as crossing guards for continuing vehicle traffic control. However, if there is a temporary problem, the SRO may assist the school until the problem is solved.

ARTICLE III. SCHOOL DISTRICT RESPONSIBILITIES

A. The Arlington School District Agrees to:

1. Promptly notify the Police Department when infractions of school rules or criminal law related to physical intimidation, violence, and possession of weapons on school district property or at school-related activities are

brought to the attention of a school administrator. A written statement will be completed and submitted to the police department in a timely manner.

2. Give full cooperation and access to school district property or school functions to police officials responding to a request for investigation of reported acts of violence or physical intimidation or possession of weapons on school district property or at school functions within the city limits of Arlington.
3. Permit law enforcement access to personal records of students upon receipt of a subpoena or court order or a signed release from parent/guardian of a student under the age of 18.
4. Provide to law enforcement officers the names, addresses and phone numbers of parents when requested (IE. Locator cards).
5. Permit free access to school district property for police responding to civil disorder or riot or for arrest of students whom probable cause for an arrest exist.
6. The School District shall provide to the full-time SRO the following materials and facilities which are necessary to the performance of the SRO's duties:
 - (a) Access to a heated and properly lighted private office in which the office shall contain a telephone with a separate private line, which may be used for general business purposes.
 - (b) A location for files and records, which can be properly locked and secured.
 - (c) A desk with drawers, a chair, and office supplies as needed.
 - (d) Access to a computer with Internet.

ARTICLE IV. AGREEMENT BETWEEN BOTH PARTIES

A. Both the School District and the Police Department agree:

1. To work cooperatively to proactively address school security issues and to provide students, faculty and parents with quality law enforcement services and the safest learning environment possible.

2. That the SRO and D.A.R.E officers are at all times employees of the Arlington Police Department and will remain responsive to the chain of command of the Police Department.
3. That the SRO and D.A.R.E. officers are law enforcement officers and not a school administrator or employee. In all matters relating to the performance of law enforcement functions such as criminal incident investigations and on-campus arrests, the officer shall be subject to all policies and procedures of the Police Department and applicable local, state or federal law.

ARTICLE V. TERM AND TERMINATION

This Agreement shall become effective upon execution. This Agreement is binding on each parties' successors and assigns. This Agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination of this Agreement may only be accomplished as provided herein.

ARTICLE VI. NOTICES

Whenever any party desires or is required by law to give notice unto the other party, notice shall be sent by certified mail or hand delivered to:

Superintendent of Schools
Arlington School District
315 N. French Ave
Arlington, WA 98223

Chief of Police City of Arlington
238 N. Olympic Ave
Arlington, WA 98223

ARTICLE VII. GOOD FAITH

The Superintendent, The Chief of Police, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police, or their designees.

ARTICLE VIII. MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by all parties.

ARTICLE IX. NON-ASSIGNMENT

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the Superintendent and the Chief of Police is obtained.

ARTICLE X. MERGER

This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms.