

Memorandum of Understanding

Between

Seattle Public Schools

and

The City of Seattle

This agreement (the "Agreement") is made by and between Seattle Public School District (the "District") and the City of Seattle, a municipal corporation of the State of Washington, (the "City") by and through the Seattle Police Department ("SPD") for a School Engagement Officer ("SEO") program. The Agreement refers to the District and SPD singularly as "Party" and collectively as "the Parties".

WHEREAS, the District desires to have SPD provide School Engagement Officers ("SEOs") as safety and security staff to be present at school property and both the City and the District recognize that a SEO Program would benefit both the City and the District; and

WHEREAS, for the 2025-2026 school year, SPD and the District agree to have a SEO present at one of the District's schools and may expand the SEO program to other schools after the 2025-2026 school year; and

WHEREAS, Section 28A.320.1242 of the Revised Code of Washington (RCW) provides that if a law enforcement agency supplies safety and security staff to work on school property when students are expected to be present, the District must annually review and adopt an agreement with such law enforcement agency; and

WHEREAS, the Parties intend this Agreement to fulfill their obligation under RCW 28A.320.1242 and have negotiated this Agreement to set forth the terms of the SEO Program; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledges, the Parties agree as follows:

**A. Mission and Purpose**

The mission of the SEO Program is to promote a positive and safe learning environment for all students; provide valuable resources to school faculty, students and parents to help reduce the potential for incidents of violence and solve problems within schools and the community; minimize the number of youth formally referred to the juvenile justice system; and foster a positive relationship between law enforcement, educators and youth. The SEOs will serve as educators and mentors, and will be primarily focused on emergency response, violence prevention and safety planning. This Agreement defines and clarifies the roles, duties and responsibilities of the Parties and is intended to meet the requirements set forth in RCW 28A.320.124 and RCW 10.93.160.

**B. Core Values and Principles**

The SEO program will be guided by the following core values and principles:

- **Student-Centered Safety Approach:** SEOs will serve as part of a broader student support system focused on maintaining a safe, welcoming, and inclusive learning environment for all students, regardless of background or identity.
  - **Community Confidence Through Transparency:** The process is designed to build trust with families and the broader community by centering transparency, impartiality, and student dignity in all decision-making.
  - **Relationship Building and Trust:** SEOs will engage in community-building activities that foster trust, such as mentoring programs, youth forums, gang and drug intervention lectures, and participation in school events.
  - **Collaborative Oversight and Transparency:** As set forth in further detail in Section C.4.1, this Agreement and the SEO program will be reviewed on an annual basis in partnership with school leadership, parents, student representatives, and civil rights organizations to ensure transparency, accountability, and alignment with student rights and privacy. SEOs will be required to give regular updates to parents and school faculty at PTO and other school-based assemblies when requested.
  - **Trauma-Informed and Equity-Based Training:** All SEOs assigned to schools will receive specialized training in adolescent development, de-escalation, mental health awareness, cultural competency, and restorative practices. SEOs will support restorative justice programs designed to prevent formal arrests of students.
  - **Clear Reporting Boundaries:** SEOs will follow strict protocols to protect student information, only reporting incidents involving imminent safety threats, in compliance with FERPA and constitutional protections.
  - **Legal Compliance and Student Protections:** SEOs and all involved staff will be trained to rigorously protect students' privacy, comply with the Family Educational Rights and Privacy Act ("FERPA"), and uphold all applicable state and federal laws regarding juvenile justice and civil rights.
- School Administrators Retain Full Authority Over Student Discipline:** SEOs will not be involved in routine disciplinary matters. The role of the SEO is strictly limited to supporting emergency response, violence prevention, and safety planning.
- Restorative, Not Punitive, First:** SEOs' recommendations to the District will emphasize how best to support the students' growth and accountability while maintaining school safety, with educational or restorative options considered first, before making a referral for criminal charges, if necessary and feasible. The Parties recognize that there may be some instances in which the educational or restorative option cannot be exercised and referral for criminal charges may be necessary.
- Built-In Oversight and Accountability:** Accomplished through data collection, evaluation and reporting to ensure procedural integrity and continued improvement of the SEO Program.

## C. Rights and Responsibilities of the Parties

1. SPD SEO Scope of Work

SPD will appoint SEOs to serve the District at District schools. Pursuant to RCW 28A.320.124 and Seattle School Board Policy No. 4311, SEOs are prohibited from becoming involved in formal school discipline situations that are the responsibility of the District's school principals. Notwithstanding the foregoing, nothing in this Agreement shall be construed to limit the City's SPD's, or any SEO's ability to comply with applicable law, including without limitation the referral of criminal charges where applicable law requires SEOs to refer or report criminal activity.

SEO's shall provide the following services:

1.1. Safety and Security

- Maintain a visible presence on District's school campuses and within the school community during designated hours.
- Monitor school environment and surrounding areas to assess potential threats to safety and security, and work proactively with school administration to address concerns.
- In coordination with school personnel, respond promptly to security breaches, incidents, and emergencies at the District's schools calmly and effectively.  
Advise school and district staff about safety and security practices that improve school safety and student well-being.  
Assist school administrators in the development and implementation of the District's school safety policies, programs, and plans, including but not limited to emergency response drills (including but not limited to fire drills, lockdowns, evacuations).
- SEOs may support preventative work by serving on a School-Based Threat Assessment Team under Seattle Public School Board Policy No. 3225 and corresponding Superintendent Procedure.
- While overall school safety remains the responsibility of the District, SEOs will coordinate with school and district staff during safety incidents as needed.
- Informally interact with students when necessary to reinforce school rules and differentiate those situations from those where enforcement of the law is necessary. Pursuant to RCW 28A.320.124(1)(a)(ii), the Parties recognize that SEOs are trained to differentiate between such situations.

1.2. Law Enforcement and Investigation

- Act as a liaison between the District's schools and local law enforcement agencies, and help maintain open communication to address external threats or concerns.
- Identify criminal activities on or near the District's school property and provide law enforcement intervention as appropriate.  
Serve as a law enforcement officer on the District's school campuses, enforcing local, state, and federal laws when necessary. Use discretion while conducting law enforcement activities with consideration for the privacy of students and their families, when safe and feasible.
- Prepare and submit detailed reports on incidents, criminal activity, and security matters as required by the District's school administration and local law enforcement.
- SEOs will develop, train, and advise District staff on active shooter response.

### 1.3. Educational Role and Student Mentorship and Support

- **Build positive relationships with students, providing mentorship and guidance on law-related issues, conflict resolution, and personal safety.**

Participate in parent-teacher meetings and community events to engage with the broader school community on safety issues.

Deliver classroom presentations and participate in student outreach programs on topics such as safety, conflict resolution, bullying, substance abuse, social media responsibility and online safety, legal rights, gangs, antisemitism, the role of law enforcement in the community, the importance of personal responsibility and civic duty.

- **Work with counselors, teachers, and support staff to address students' social and emotional needs, referring students to appropriate services when necessary.**

### 1.4. Collaboration and Engagement

- **Actively participate in meetings with student support teams and contribute to developing student-focused safety and intervention strategies.**
- **Collaborate with community organizations, mental health professionals, and juvenile justice programs to support at-risk students.**
- **Work with the District's school administrators, public safety agencies, and the community to promote a positive relationship between law enforcement and the school community.**
- **As necessary, attend and participate in faculty meetings, safety committees, and Seattle Public School Board meetings.**

## 2. District Rights and Obligations

### 2.1. School Discipline

**District staff will have sole responsibility for school discipline and for holding students accountable for infractions of school or District rules, which may include minor infractions of the law occurring during school hours or at school activities. Though SEOs may interact with students informally to reinforce school rules, as set forth in Section C.1 of this Agreement, the District's school principals or their designees will handle all student discipline matters consistent with Student Discipline Policy No. 3240, Student Behavior and Disciplinary Responses and the *Basic Rules of Seattle Public Schools*. Requests for SEO Intervention**

The District's teachers and school administrators may ask an SEO to intervene if a student's presence poses an immediate and continuing danger to others or an immediate and continuing threat of material and substantial disruption of the educational process, or in other emergency circumstances consistent with Seattle Public Schools Board Policy No. 3432 – Emergencies. SEOs do not need to be asked before intervening in emergencies.

### 2.2. Order and Conduct in Schools

**Primary responsibility for maintaining proper order and conduct in the schools resides with the District's school principals or their designees, with the support of other District staff. The SEO program does not diminish the District's authority and shall not be used to attempt**



to impose criminal sanctions in matters that are more appropriately handled within the District; *provided, however*, that, as noted in Section C.1, SEOs are not prohibited from complying with applicable law where necessary, including without limitation, any mandatory reporting or referral for criminal charges.

### 2.3. Integration of SEO

The District will integrate each respective SEO into the school community through participation in meetings and assemblies as appropriate.

### SPD Rights and Obligations 3.1. State Law Requirements

3. ~~SEOs shall meet the requirements of state law applicable to "school resource officers" as defined by RCW 28A.320.124, including maintaining a focus on keeping students out of the criminal justice system when possible.~~

### 3.2. SEO Training

SEOs are employees of SPD. SPD retains the authority and responsibility for training its employees, including SEOs. By entering into this agreement, SPD affirms that the SEOs assigned to the District will receive specialized trauma-informed and equity-based training in adolescent development, de-escalation, mental health awareness, cultural competency, and restorative practices. Further:

- Prior to assignment to work on school property when students are expected to be present, SEOs will complete the training required under RCW 28A.400.345 and as otherwise required by state law and District policies and procedures; and
- SPD will maintain and provide the District with documentation in accordance with RCW 28A.310.515 that the SEOs have completed applicable training requirements prior to assignment on school property when students are expected to be present. (See Appendix \_\_\_\_\_)

### 3.3. Limitation on Immigration Enforcement Activity

- ~~SEO duties do not extend to immigration enforcement activity. SPD recognizes that local law enforcement has no role in immigration enforcement. SPD Policy Manual 6.020-POL-1; RCW 10.93.160.~~
- ~~RCW 10.93.160 prohibits SEOs from, among other things, inquiring into or collecting information about an individual's immigration or citizenship status, or place of birth. SMC 4.18.015 prohibits a Seattle City officer or employee from inquiring into the immigration status of any person, absent limited circumstances.~~
- Pursuant to RCW 10.93.160(3)(b), SEOs are also prohibited from providing information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law, which is consistent with Seattle Public Schools Superintendent Procedure 4310SP.B – Limiting Immigration Enforcement in Schools.

### 3.4. Soft Uniform Standard

SEOs will wear a standardized, non-tactical uniform consisting of SPD-issued polo shirts with department patches and identification and slacks or khakis, for the purpose of

promoting approachability and reducing the appearance of militarization within the school environment (the "Uniform Police"). The Uniform Policy will be reviewed and shaped in collaboration with students, parents, school staff and community stakeholders to reflect shared values around visibility, safety, and student engagement. Any required safety equipment will be worn discreetly and kept to the minimum necessary, ensuring the officer's presence remains supportive rather than intimidating. SEOs will not wear tactical gear while on the District's school grounds to avoid creating a fear-based or enforcement-heavy atmosphere.

### 3.5. Compliance with District Policies and Procedures

SEOs working on school property when students are expected to be present shall comply with District policies, procedures, and guidelines, including but not limited to Seattle Public Schools Board Policy No. 4311 and Superintendent Procedure No. 4311SP regarding the District's School Safety and Security Services Program, and the *Basic Rules of Seattle Public Schools*.

District policies and procedures are available at:

<https://www.seattleschools.org/about/school-board/policy-and-procedure/>

## 4. Joint Rights and Obligations of the District and SPD

### 4.1. Annual Review and Adoption of Subsequent Agreements

- The SEO Program shall meet all requirements under applicable law, including without limitation state law, and District policies and procedures applicable to "school resource officers" as defined by RCW 28A.320.124.

As set forth in Section D, the term of this Agreement is one (1) year, and is intended to cover the 2025-2026 school year. At the conclusion of the initial term, the Parties shall evaluate the continuation of the SEO program, including its scope and the terms and conditions of this Agreement and whether to enter into an interlocal agreement pursuant to the Interlocal Cooperation Act (RCW 39.34).

- Accordingly, before the start of the 2026-2027 school year and every year thereafter for as long as this Agreement is in place, pursuant to RCW 28A.320.1242, the District shall annually review this Agreement using a process that involves parents, students, and community members. The District and SPD will annually review the SEO program using a process that involves parents, students, and community members, and adopt an updated agreement, in writing and signed by authorized representatives of each Party, reflecting their input as appropriate.

### 4.2. Jointly Determined Hiring and Placement and Performance Evaluation Process

- Pursuant to RCW 28A.320.1242, the Parties will collaborate to establish a hiring, placement, and performance evaluation process. (To be attached as Appendix \_\_\_\_)

### 4.3. Data Collection and Reporting

- SPD and the District shall work together to ensure the proper collection and reporting of data regarding calls for law enforcement service and the outcome of each call, as more specifically set forth in Appendix \_\_\_\_.

- The Parties will cooperate in the collection of any additional information regarding SEOs as required by RCW 28A.320.1241.
- All case reviews, outcomes, and systemic patterns will be monitored and evaluated regularly by an oversight committee to ensure procedural integrity, legal compliance, and continued improvement of the SEO program.
- For each incident where an SEO was involved that resulted in student discipline, use of force against a student, or a student arrest, the data will be 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.

#### 4.4. Complaint Resolution System

- The Parties' process for addressing complaints regarding the SEOs or the SEO Program is set forth in Appendix \_\_\_ (the "Complaint Resolution System").  
The complaint resolution system will register concerns regarding SEOs or the SEO Program, provide for the investigation of such complaints, and provide for timely communication of the resolution of the complaint to the complainant. The Complaint Resolution System allows parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the SEO consistent with the SEO's due process rights and any applicable employment protections.
- The District will inform all students, parents, guardians, teachers, and administrators of the Complaint Resolution System at the beginning of each school year.

#### D. Signatories; Term

The Chief of Police of SPD (the "Chief") and the Superintendent of the District (the "Superintendent") are each a signatory to this Agreement.

The Parties intend for this Agreement to cover the 2025-2026 school year. The Parties recognize and agree that the effectiveness of this Agreement is contingent upon applicable District policies, procedures, rules, or regulations containing no limitations on the presence of SPD officers in District schools (the "Condition") and this Agreement shall be effective once the Condition is met and as of the date of last authorized signature (the "Effective Date") and remain in full force and effect for a term of one year after the Effective Date. The Parties may agree to enter into an interlocal agreement pursuant to the Interlocal Cooperation Act (RCW 39.34) and/or to extend this Agreement for additional terms pursuant to Section 4.1 above and RCW 28A.320.1242 (the "Extended Terms"). As noted in Section 4.1, any extension or new agreement must be in writing and signed by duly authorized representatives of each Party.

#### E. Termination

**This Agreement may be terminated by either party at any time and for any reason, with thirty (30) days prior written notice.**

**If SPD determines a need to reallocate resources, SPD may terminate this Agreement by providing fifteen (15) days prior written notice.**

7/9/2025 DRAFT

Additionally, the District may terminate this Agreement with prior written notice, effective immediately, if the District determines that such action is necessary to avoid disruption to the educational environment of the school and/or for the health or safety of its students, officials, agents, employees, or volunteers.

#### **F. Disputes; Applicable Law; Venue**

Any disputes or misunderstanding that may arise under this Agreement shall be first resolved through amicable negotiations, through designated representatives. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action brought hereunder shall be in the Superior Court of King County.

#### **G. Notices**

Any notice requirements under this Agreement will be in writing and given by serving the notice personally or by sending such notice by U.S. mail, postage prepaid, to the following:

**SPD:**

Police Chief Shon Barnes  
Seattle Police Department  
610 5th Ave,  
Seattle, WA 98104  
Shon.Barnes@seattle.goc  
With a copy to Assistant Chief Tyrone Davis  
Tyrone.Davis@seattlegov

**District:**

General Counsel's Office  
Seattle Public Schools  
2445 Third Avenue South  
MS 32-150, P.O. Box 34165  
Seattle, WA 98124-1165  
legal@seattleschools.org

with a copy to the District Superintendent  
superintendent@seattleschools.org

#### **H. Copies of Agreement on File**

Upon the Parties' execution of this Agreement, copies of the Agreement shall be placed on file in the offices of the Chief and the Superintendent. The Parties shall also share copies of this



Agreement with all SEOs, any principals in schools where any SEO will work, and any other individuals whom they deem relevant or who request it.

**I. Indemnification**

**1.1. School District Policies, Rules and Regulations.** In executing this Agreement, 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 District policy, procedure, rule or regulation is 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, an SEO, or any combination of the three, the District shall satisfy the same, including all chargeable costs and attorneys' fees. This indemnification shall survive the expiration or termination of this Agreement.

**1.2. The City Held Harmless.** To the extent authorized by law, the District shall defend, indemnify, and hold harmless the City and its officers including without limitation its SEOs, employees, and agents, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason arising out of the act or omissions of the District, its officers, employees, and agents, or any of them relating to or arising out of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City, its officers including without limitation its SEOs, employees, agents, or any of them, the District shall defend the same at its sole cost and expense; provided that the City, in its sole discretion, reserves the right to participate in said suit; and if final judgment be rendered against the City, and its officers including without limitation its SEOs, employees, agents or any of them, or jointly against the City and the District and their respective officers, agents, or any of them, the School District shall satisfy the same. This indemnification shall survive the expiration or termination of this Agreement.

**1.3. School District Held Harmless.** To the extent authorized by law, including RCW 35.32A.090, the City shall defend, indemnify, and hold harmless the School District and its officers, employees, and agents, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason arising out of the acts or omissions of the City, its officers, employees, and agents, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the School District, its officers, employees, agents, or any of them, the City shall defend the same at its sole cost and expense; provided that the District, in its sole discretion, reserves the right to participate in said suit; and if final judgment be rendered against the School District, and its officers, employees, agents or any of them, or jointly against the City and the District and their respective officers, agents, or any of them, the City shall satisfy the same. This indemnification shall survive the expiration or termination of this Agreement.

**J. Amendments; No Waiver**

This Agreement may not be modified or amended except by written instrument signed by duly authorized agents of both Parties. No waiver by either Party of any term or condition of this

Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

**K. Assignment**

Neither Party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

**L. Entire Agreement**

This Agreement, inclusive of the Appendices hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the Parties.

**M. No Third-Party Rights**

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

**N. Appendices.**

The following materials, whether or not attached hereto, are hereby incorporated into this Agreement as if fully set forth in full herein:

Appendix A – [enter Appendix title]

Appendix B – [enter Appendix title]

Appendix C – [enter Appendix title]