

SETTLEMENT AGREEMENT

Among the
Washington State Patrol,
Washington State Patrol Trooper's Association,
and
Trooper Jacob C.J. Ballard

The parties to this Settlement Agreement are the Washington State Patrol (WSP), the Washington State Patrol Trooper's Association (WSPTA), and Trooper Jacob C.J. Ballard (Ballard). Representatives of the WSP had conversations with WSPTA representative, Trooper Kenyon T. Wiley regarding Office of Professional Standards (OPS) case number 16-0852. As a result of those conversations, the parties enter into this Settlement Agreement (Agreement) under the following terms and conditions:

WSP, WSPTA, AND TROOPER BALLARD AGREE THAT:

1. The finding in OPS case number 16-0852 will be:

WSP 2016 Regulation Manual

PROVEN

8.00.110 Unsatisfactory Performance

**8.00.280 WSP Officer and Cadet Off-Duty Employment Regulations
(B) Off-Duty Employment Criteria**

15.00.030 Communication Procedures (B) Officer Responsibilities

15.02.040 Mobile Computer Aided Dispatch Operation

18.00.150 Mobile/In-Car Video System (F) Officer Responsibilities

**19.02.030 Distribution of Notice of Infraction (NOI) and Notice of Criminal
Citation (NOCC)**

UNDETERMINED

8.00.030 Employee Conduct (J) Neglect of Duty

22.00.010 Reporting and Distribution

2. The parties agreed to this settlement during the investigation. The discipline in OPS case number 16-0852 will be a twenty (20) working day(s) (160 hrs) suspension. Five (5) day(s) (40 hrs) of the twenty-day suspension will be held in abeyance with the remaining fifteen (15) working day(s) (120 hrs) of the suspension being imposed immediately. The fifteen (15) day(s) (120 hrs) suspension will be documented on an Annual Leave Waiver and a Time and Activity Report (TAR) utilizing TAR code 9066 Suspension Without Pay. The Annual Leave Waiver will give Ballard the option to have ten (10) day(s) (80 hrs) taken from his leave account(s) in any combination chosen by Ballard and approved by the District Commander. The remaining five (5) day(s) (40 hrs) of Ballard's suspension will be completed by December 1, 2016, and will


occur on identified weeks as selected by the District Commander. A copy of the TAR(s) will be submitted to OPS upon completion of the suspension.

3. If within the next five (5) years, Ballard receives a proven finding on any department regulation constituting a Major or Moderate violation similar in nature to the proven findings in this matter, the discipline in OPS case number 16-0852 held in abeyance will be reverted and the five (5) days (40hrs) suspension will be imposed immediately and will not be appealed by Ballard. The five-year time period shall start on the date of the final signature on this agreement.
4. The terms of this Agreement are based on the facts determined during the investigation in this case up to the date of settlement.
5. The WSP has a duty to disclose certain information to prosecuting attorneys. The findings and case file for OPS case number 16-0852 may be disclosed to prosecuting attorneys, and Ballard and the WSPTA release and hold the WSP harmless from any claims or damages that may relate to such release.
6. This Agreement may be released with or without authorization if required by lawful subpoena, by the rules of civil discovery, by judicial order, by applicable laws governing union requests for information or disclosure of public documents, or as necessary during the course of litigation.
7. This Agreement constitutes the full and final settlement of all legal and equitable claims Ballard has or may have had against the state of Washington, the WSP, its officers, agents, and employees, in their official and individual capacities that arise out of, or relate to, OPS case number 16-0852.
8. Ballard, his heirs, executors, successors in interest, administrators and assigns, release, acquit and forever discharge the state of Washington, Washington State Patrol and all officers, agents and employees of the same, from any and all grievances, complaints, causes of action, claims or demands for damages, suits, civil or otherwise, known or unknown, based upon actions taken in their official capacities that arise out of or relate to OPS case number 16-0852, or this Agreement. This release also includes, but is not limited to, any and all grievances, unfair labor practice complaints, wage claims, common law tort claims, statutory claims, any claims based on state and/or federal laws prohibiting unfair practices and discrimination in employment, and all claims arising under the Washington State Law Against Discrimination (WSLAD), the Americans with Disabilities Act (ADA), and the Family Medical Leave Act (FMLA), OPS case number 16-0852, or this agreement.


9. WSPTA waives its right to process a grievance and/or request a Disciplinary Review Board and/or file an unfair labor practice complaint or other appeal arising out of OPS case number 16-0852, or the terms of this Agreement. This Agreement constitutes the full and final settlement of all legal and equitable claims that the WSPTA has or may have had against WSP, its officers, agents, or employees arising out of, or related to, OPS case number 16-0852, or the terms of this Agreement.
10. Neither this Agreement, nor the parties' mutual obligations under this Agreement, constitutes an admission by any party as to the validity of any claim or defense of any other party.
11. That each party has read this entire Agreement, has had a full and fair opportunity to discuss its contents and meaning with a representative of their choosing, and that the terms and conditions are understood and voluntarily accepted.
12. There are no written or oral representations, understandings, promises, or agreements, directly or indirectly related to this Agreement, that are not incorporated herein in full.
13. The terms of this Agreement do not establish a precedent or past practice.
14. That this Agreement becomes effective upon date of all final signatures.


Trooper Jacob C.J. Ballard

9/27/2016
Date


Trooper Kenyon T. Wiley, WSPTA

9.27.2016
Date


Captain Ron W. Mead, Bellevue

9/27/16
Date

cc: Trooper Jeff Merrill, WSPTA
Chief John R. Batiste
Assistant Chief Randall F. Drake, Investigative Services Bureau
Ms. Dory Nicpon, Labor and Policy Office

Captain Michael S. Saunders, Office of Professional Standards
Assistant Chief Jeff R. Sass, Field Operations Bureau

STATE OF WASHINGTON
STATE PATROL

In re: The Suspension of)
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 TROOPER JACOB C.J. BALLARD)
 WSP # 1121)
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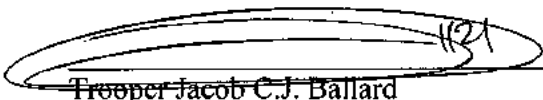
NO. OPS 16-0852
WAIVER OF ADMINISTRATIVE
CHARGES & HEARING
IN DISCIPLINE CASES &
ORDER IMPOSING PENALTY

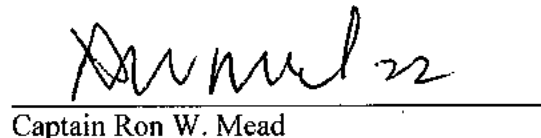
TO: Chief John R. Batiste
Washington State Patrol
Mail Stop 42601
Olympia, WA 98504-2601

I, JACOB C.J. BALLARD, WSP #1121, do, by this WAIVER OF ADMINISTRATIVE CHARGES AND HEARING IN DISCIPLINE CASES AND ORDER IMPOSING PENALTY, AGREE to a loss of TEN (10) ANNUAL LEAVE DAY(S) (80 HRS), TEN (10) COMPENSATORY DAY(S) (80 HRS), OR REDUCTION IN PAY EQUIVALENT TO A TEN (10) WORKING DAY (10 HRS) SUSPENSION; (SELECT ONE), in lieu of a TEN WORKING DAY SUSPENSION (80 HRS) of my position as a trooper with the Washington State Patrol concerning violation of 2016 WSP Regulation(s) **8.00.110 Unsatisfactory Performance, 8.00.280 WSP Office and Cadet Off-Duty Employment Regulations (B) Off-Duty Employment Criteria, 15.00.030 Communication Procedures (B) Officer Responsibilities, 15.02.040 Mobile Computer Aided Dispatch Operation, 18.00.150 Mobile/In-Car Video System (F) Officer Responsibilities, and 19.02.030 Distribution of Notice of Infraction (NOI) and Notice of Criminal Citation (NOCC).**

I am fully aware of my right to have a trial board convened on my behalf to determine the allegations and if any penalty is to be imposed. I am voluntarily and knowingly waiving my right to a trial board.

DATED this 27TH day of SEPTEMBER, 2016.


Trooper Jacob C.J. Ballard


Captain Ron W. Mead