

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as the “MOU”) is by and between the City of Coweta, Oklahoma (hereinafter referred to as the “City”) and the Coweta Board of Education (hereinafter referred to as the “Schools”), and replaces any and all prior agreements and understandings between the City (including the Coweta Police Department) and/or the Coweta Public Schools on the subject of school resource officers.

WITNESSETH

WHEREAS, the City and the Schools desire to set forth the duties and responsibilities of the parties with respect to the City’s School Resource Officer Program; and

WHEREAS, the City and Schools desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students, a safe working environment for educational staff, the prevention and reduction of juvenile delinquency and the promotion of positive attitudes regarding the role of law enforcement in society.

NOW, THEREFORE, in consideration of the mutual promises and representations contained herein, the City and the Schools do hereby agree as follows:

SECTION 1. PURPOSE.

The purpose of this MOU is to formalize the relationship between the City and the Schools in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and the youth of Coweta, with the goals aimed toward providing a safe learning environment for juveniles and young adults. This MOU delineates the mission, organization structure, and procedures of the City of Coweta/Coweta Public School Resource Officer Program (hereinafter referred to as the “SRO PROGRAM”) as a collaborative effort between the City and the Schools. The success of the SRO Program relies upon the effective communication between the City’s law enforcement employees, the principal of the schools, and key staff members of the City and Schools.

SECTION 2. TERM.

The term of this MOU shall commence on July 1, 2019 and terminate on June 30, 2020 unless terminated earlier as provided herein. The parties may renew, extend, or modify this MOU by mutual written consent at any time. This MOU may be renewed with the approval of both the City Manager and School Superintendent prior to June 30th each year.

SECTION 3. MISSION, GOALS, AND OBJECTIVES.

The missions of the SRO Program are: the creation and maintenance of a safe and secure learning environment for students, the provision of a safe working environment for educational staff, and the prevention and reduction of school-related violence and offenses committed by juveniles or adults. These missions will be accomplished by efforts, including but not limited to, the assigning of law enforcement officer(s) (SROs) to school facilities.

The goals and objectives of the SRO Program are designed to develop and enhance rapport between youth, law enforcement officers, school administrators and parents. The goals of the SRO Program include, but are not limited to:

1. Establishing a positive relationship between the SRO and the student population and between the SRO and parents, faculty, staff and administrators;
2. Maintaining a safe and secure environment on school grounds;
3. Promoting positive attitudes regarding law enforcement's role in society;
4. Preventing and reducing incidents of school violence, to include bullying; and
5. Reducing criminal offenses committed by juvenile and young adults.

SECTION 4. ORGANIZATIONAL STRUCTURE.

- A. Composition. The City shall assign at least one (1) full-time law enforcement officer(s) to serve as the SRO in the SRO Program. Any law enforcement officer assigned as an SRO will be certified through the State of Oklahoma Council of Law Enforcement and Education and Training Council and must be a member of the Oklahoma School Resource Officer Association. It shall be highly recommended that this law enforcement officer attends any and all training offered through the OSRO program.
- B. Supervision. The day-to-day operation and administrative control of the SRO Program will be a joint and cooperative effort of the City Manager (or his designee the Chief of Police) and the Superintendent of Schools. Responsibility for the conduct of the SRO shall remain with the City, and the Schools acknowledge the SRO remains responsive to the command of the City's Police Department. The SRO is employed and retained by the City, and in no event shall any employee of the City be considered an employee of the Schools regardless of the funding source.
- C. Funding. The SRO Program is subject to availability of funds, which is a budgetary decision of the parties, both parties agree to the following;
 1. The City agrees to train, equip, insure, and provide wages and benefits to the SRO Officer.
 2. The Schools shall reimburse the City for the SRO at a rate of fifteen thousand dollars (\$15,000.00) per school year for the SRO during the regular school week. Such reimbursement may be paid in one installment within fourteen (14) days of the end of the school year or in two equal installments to be paid within fourteen (14) days of the end of each semester. Any overtime compensation is addressed in item #3.

3. Any hours required by the Schools over 40 hours per week shall be arranged with the City Manager or his designee (Chief of Police) prior to the needed services.

SECTION 5. SRO PROGRAM STRUCTURE.

SROs are first and foremost law enforcement officers for the City. SROs shall be responsible for carrying out duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the City. All acts of commission or omission shall conform to the guidelines of the City. Both the City and School officials agree that non-criminal student disciplinary matters shall remain the responsibility of the teachers and administrators, not the SRO. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support School personnel in maintaining a safe school environment.

SECTION 6. DUTIES AND RESPONSIBILITIES.

- A. Schools. The responsibilities of the Schools will include, but not limited to, the following;
1. Provide the SRO with a private, appropriately furnished and climate-controlled office space that can be secured and is reasonably acceptable to the Police Department. This shall include, but not limited to, a desk with drawers, two chairs, filing cabinet for files and records which can be properly locked and secured, a telephone, and computer access. All supplies and other equipment shall be provided by the City.
 2. The SRO is not to be used for regularly assigned lunchroom duties, hall monitors or other monitoring duties. If there is a problem area, the SRO may assist school personnel until the problem is solved.
 3. Provide SRO with reasonable opportunities to address students, teachers, school administrators, and parents about the SRO Program goals and objectives. Administrators shall also seek input from the SRO regarding criminal justice problems relating to students and site security issues.
 4. The principal of each school within the City's school system shall notify the SRO of suspected illegal activity as required by and in accordance with Oklahoma State Statutes, Title 70. Any principal or other staff member within the City's school system who locates a dangerous weapon or drugs in the course of a search shall turn it over to the SRO as required by Oklahoma State Statutes and school policies. The principal may contact the SRO regarding other conduct in accordance with the principal's discretion. In the event the SRO is not available, the principal or staff member shall contact any City police officer for notification of suspected illegal activities or to deliver dangerous weapons or drugs that come into their possession.
 5. When school personnel discover weapons, drugs, alcohol, or other illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the Schools, the contraband shall be confiscated by the SRO according to Police Department policy and properly disposed of by policy. If school personnel take possession of any type of

contraband, said contraband shall immediately be turned over to the SRO as soon as reasonably possible.

6. School personnel shall timely notify the SRO with names of specific individuals who are not allowed on school property and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student.
 7. Work cooperatively with the City, including but not limited to, the Police Department to make any needed adjustments to the SRO Program throughout the school year.
 8. In situations involving student conduct affecting school property, employees, and visitors the Schools agree to participate with the SRO in conducting a Threat Assessment Review. The review committee will consist of at a minimum, school principal, school counselor, SRO, teacher and student. The parent of the student may also participate if the SRO or School staff feel it will assist the process. This review must be completed within reasonable time of the event. Any reports or paperwork associated with this review will be maintained in the SRO office in case further reviews are required.
 9. Provide to the City, from time to time, copies of all laws, regulations, and school board policies applicable to employees of the Schools, including but limited to, laws, rules, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.
- B. City. The City's responsibilities hereunder are delegated to the Coweta Police Department and will include, but not be limited to, the following:
1. Responding to all major criminal occurrences that occur on school property and exercise law enforcement jurisdiction over such incidents.
 2. Assigning the SRO to the Schools and complying with the training requirements for the SRO as established by Federal, State, and Local laws and policies. The Superintendent of Coweta Public Schools will have input in the decision to assign and retain an SRO.
 3. At the request of the principal and whenever practicable, providing the assistance of the police canines (through the K-9 Officers) to assist in searches within the limitations of State and Federal Laws and department policies.
 4. Will advise the School Board regarding the possible presence of criminal gangs and associated criminal gang activities.
 5. Work cooperatively with the Schools to make any needed adjustments to the SRO Program throughout the school year.
 6. Disseminate to the SRO copies of all laws, rules, regulations, and school board policies applicable to employees of the Schools, including but not limited to, laws, rules, regulation, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises that have been provided to the City by the Schools pursuant to Section 6A.9 above.

- C. SROs' (Shift Sergeant). The responsibilities of the SRO shift sergeant will include, but not be limited to, the following:
1. Coordinate work assignments of the SRO.
 2. Ensure the SRO's compliance with the Police Department's directives.
 3. Coordinate scheduling and work hours of the SRO (Vacation, Sick Time, Personal, Court, etc.)
 4. Work with the Schools to make any needed adjustments to the SRO Program throughout the school year.
- D. SRO. The responsibilities of an SRO will include, but not be limited to, the following:
1. Enforce criminal law and protect students, staff and public at large against criminal activity and take appropriate enforcement action on criminal matters as necessary. The SRO shall follow the chain of command as set forth by policies and procedures of the Police Department. Unless notification would interfere with law enforcement operations, the SRO will notify the principal or the principal's designees as soon as reasonably possible concerning any enforcement activity on that principal's school grounds or at that principal's school functions. If an arrest is made, before the officer transports a student, the principal or the principal's designee may give the student papers regarding an educational due process hearing only if, in the officer's professional judgement, such procedure can be accomplished safely.
 2. Complete reports and investigate crimes committed on campus and coordinate whenever practical investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on campus or at school functions.
 3. In situations involving student conduct affecting school property, employees, and visitors the Schools agree to participate with the SRO in conducting a Threat Assessment Review. The review committee will consist of at a minimum, school principal, school counselor, SRO, teacher and student. The parent of the student may also participate if the SRO or School staff feel it will assist the process. This review must be completed within reasonable time of the event. Any reports or paperwork associated with this review will be maintained in the SRO office in case further reviews are required.
 4. Take allowable law enforcement action against intruders and unwanted guests who appear on school property, either at the principal's request or if the officer observes a violation of state law or city ordinance.
 5. If available, the SRO will be present when a principal or the principal's designee conducts an administrative search when the principal or school personnel fear for their safety.
 6. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school-related functions.
 7. If provided in advance to the City, comply with all laws, rules, regulations, and school board policies applicable to employees of the Schools, including but not limited to laws, rules,

regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that the SRO shall under no circumstances be required or expected to act in a manner inconsistent with their duties as a law enforcement officer. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed by law.

8. During regular school hours the SRO will make every effort to remain on school property when not needed to support other law enforcement activities. They shall receive permission from a supervisor before extended time away, *"anything over 4 hours shall be considered extended time,"* from the school campus.
 9. Prepare presentations on various subjects, such as basic understanding of law, role of law enforcement, anger management, and drug abuse prevention education, and provide these presentations (including lesson plans, if applicable) at the request of school personnel in accordance with the established curriculum. Classroom instruction topics must be approved by the SRO's supervisor and school administrator.
 10. Attend school special events as needed. Off duty assignments are not included.
 11. Be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make referrals when appropriate.
 12. Assist the principal and school staff with disciplinary hearings or Threat Assessment Review boards, in which the SRO has knowledge of the incident and/or criminal laws that will assist in the adjudication of the matter.
 13. Conduct patrol activity in and around the schools within the Coweta School District.
 14. The SRO shall follow all orders, policies, and procedures of the Police Department when confiscating liquor, drugs, and paraphernalia from students on school property.
 15. The SRO shall follow Federal and State law, City Ordinances, City policies and procedures, Police Department policies and procedures and directives and orders, and Coweta Public School Board policies. In the event of a conflict between School and City policies, the SRO's conduct shall be controlled by City policy.
 16. The SRO shall not conduct any interviews with the news media concerning a school incident.
- E. Generally. Each party is responsible for the actions and/or omission of their respective employees.
- F. Specifically- City of Coweta. The City's agreement to provide an SRO to the Schools does not constitute or create a special duty to the Schools or any individual, nor shall the City be liable for failure to provide a SRO in any situation.

SECTION 7. ENFORCEMENT.

Although the SRO has been placed in a formal educational environment, the SRO is not relieved of their official duties as a law enforcement officer. The SRO's shall intervene when necessary in the SRO's professional judgement to prevent any criminal act or maintain a safe school environment. Citations shall be issued, and arrests made when appropriate and in accordance with Oklahoma State laws and Department policy. The SRO and/or the Police Department in consultation with the District Attorney's Office will have the final decision on whether criminal charges will be filed.

The City reserves the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster. The City also reserves the right to temporarily remove the SRO for the SRO's safety.

SECTION 8. TERMINATION.

Either party may terminate this MOU, with or without cause, upon sixty (60) days written notice to the other party.

SECTION 9. NOTICE.

Any notice, consent or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail, Emailed, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile or email, the notice shall be effective when sent. If by mail, the notice shall be effective three (3) business days after being deposited in the United Postal Service addressed appropriately to the intended recipient as follows:

If to the Schools:
Superintendent of Coweta Public Schools
Coweta Board of Education
P.O. Box 550
Coweta, Oklahoma 74429

If to the City:
City of Coweta
c/o Chief of Police and City Manager
310 S. Broadway
P.O. Box 850
Coweta, Oklahoma 74429

SECTION 10. GOOD FAITH.

The parties and their employees agree to cooperate in good faith in fulfilling the terms of this MOU. Unforeseen difficulties or questions will be resolved by negotiation between the parties if resolution cannot be made between the SRO and the principal.

SECTION 11. GOVERNING LAW.

This MOU is governed by the laws of the State of Oklahoma.

(Signature page follows)

NOW, THEREFORE, this MOU has been agreed to by the parties as indicated by the authorized signatures below.

School Superintendent

Evette Morris, Mayor

Chief of Police

City Attorney

City Clerk