

BALTIMORE COUNTY PUBLIC SCHOOLS

DATE: September 6, 2006

TO: BOARD OF EDUCATION

FROM: Dr. Joe A. Hairston, Superintendent

SUBJECT: MEMORANDUM OF UNDERSTANDING FOR THE 2006-2007 SRO PROGRAM

ORIGINATOR: Dale Rauenzahn, Executive Director of Student Support Services

RESOURCE PERSON(S): Glenda Myrick, Coordinator, Safe an Drug-Free Schools

RECOMMENDATION

The Memorandum of Understanding for the 2006-2007 School Resource Officer Program is an agreement between the Baltimore County Policy Department and the Baltimore County Board of Education to provide law related education, law related mentoring/counseling, and law enforcement to assigned schools.

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SCHOOL RESOURCE OFFICERS' PROGRAM

AGREEMENT

for the

2006-2007 School Year

**AGREEMENT FOR THE
SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made this _____ day of _____ 2006, by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic, for its **BALTIMORE COUNTY POLICE DEPARTMENT**, hereinafter referred to as the "Police Department," and the **BOARD OF EDUCATION OF BALTIMORE COUNTY**, hereinafter referred to as the "Board" or "the school system";

WITNESSETH:

THAT WHEREAS, the school system desires special law enforcement services to be rendered by the Chief of the Baltimore County Police Department, namely, the providing of School Resource/DARE Officers (SROs), and

WHEREAS, the County Executive, Chief of Police, Board of Education, and the Superintendent of Schools have agreed to provide such special law enforcement services to the school system upon certain terms and conditions provided hereinafter,

NOW, THEREFORE, this memorandum of understanding will be used by the Police Department and the Board to cooperatively run the SRO Program.

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE COUNTY

1.01 The Chief of Police shall provide sworn officers to be assigned to specific secondary schools, as School Resource/DARE Officers. The selection and assignment of the individual officers shall be at the discretion of the Chief of Police in cooperation with the Superintendent of the Baltimore County Public Schools, and the principals of the schools to which School Resource Officers will be assigned. School Resource Officers assigned to middle schools will teach the DARE program. It is understood that, in the event of a Police Department emergency, the School Resource Officers may be required, for short periods of time, to attend to such emergencies in lieu of their duties under this Agreement. It is further understood that the School Resource Officers are employees of the Baltimore County Police Department. Officers are subject to the rules and regulations, policies and procedures, and training requirements of the Police Department.

1.02 The Chief of Police shall ensure that the exercise of any law enforcement powers by the school resource officers is in compliance with the authority granted by law to sworn police officers.

SECTION 2. PURPOSE OF THE SCHOOL RESOURCE OFFICERS PROGRAM

2.01 Assignment of a uniformed law enforcement officer to a secondary school within the areas served by a specific precinct of the Baltimore County Police Department to work in full cooperation with the school's administrators, students, staff, parents, and community members to:

1. Provide law-related education to students, as ad-hoc members of the staff.
2. Foster positive attitudes regarding the police's role in society by being a positive role model, providing law-related counseling, and mentoring.
3. Establish a liaison with school personnel in a cooperative effort to maintain a safe and secure environment that will be conducive to learning.
4. To enforce laws, help prevent crime and violence, and to enhance overall safety on school grounds.

SECTION 4. DUTIES AND RESPONSIBILITIES OF THE BOARD

4.01 The Safe Schools Facilitator or other designee of the Chief of Police shall work with the Superintendent of Schools or his designee to coordinate the activities of, and otherwise communicate with, the school resource officers on behalf of the school system.

4.02 School resource officer salaries will be paid by the Police Department. Funds needed to purchase necessary equipment, vehicles, and materials will be provided by the Police Department. Professional development and training to support the SRO Program will be provided by the Board of Education and the Police Department.

4.03 The Board shall provide and maintain the following for each SRO through the duration of this memorandum of understanding: office space, furniture, a computer, and access to one of the school's telephones on its existing lines.

SECTION 5. SCHOOL RESOURCE OFFICER PROGRAM

5.01 The *Addendum* is incorporated by reference.

SECTION 6. INDEMNIFICATION

6.01 The Board shall indemnify and save harmless the Police Department for any liability whatsoever arising out of the negligence of the school system's employees or agents arising from the operation and implementation of the School Resource Officer Program.

Nothing in this Agreement shall be construed to affect in any way the Police Department's or the Board's rights, privileges, and immunities or defenses, which may exist by statute or common law with regard to any claim, action, or cause of action by or on behalf of any third person.

SECTION 7. TERM OF AGREEMENT

7.01 This Agreement shall be made for a one-year period beginning July 1, 2006, and ending on June 30, 2007, with the option to renew the Agreement, subject to the availability of the necessary funding, for a successive one-year term. The same terms and conditions are intended to continue during any renewal period.

SECTION 8. TERMINATION

8.01 Either party may terminate this Agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination, or at the request of the County Executive.

SECTION 9. INVALID PROVISION

9.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed. Should the severance of any part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

Failing agreement on such amendment, either party may, by notice in writing, terminate this Agreement forthwith, subject to the provisions of this Agreement relating to termination.

SECTION 10. COMPLETE AGREEMENT

10.01 This Agreement is the complete Agreement of the parties; it may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

BALTIMORE COUNTY, MARYLAND
body corporate and politic

BOARD OF EDUCATION OF BALTIMORE COUNTY

Administrative Officer

Date

Donald L. Arnold, President

Date

OFFICE OF BUDGET AND FINANCE
NO ENCUMBRANCE NECESSARY

DEPUTY DIRECTOR FOR FINANCE

Date

Joe A. Hairston, Superintendent

Date

Approved for Legal Form and Sufficiency*

(Subject to execution by a duly authorized county administrative official and county council, if indicated.)

Reviewed for Legal Form and Sufficiency*

(Subject to Execution by the duly Authorized Superintendent and President of the Board of Education of Baltimore County)

Office of the County Attorney

*Approval of legal form and sufficiency does not convey approval or disapproval of substantive nature of transaction. Approval is based upon typeset document. All modifications require re-approval.

Office of the County Attorney

Date

*Approval of legal form and sufficiency does not convey approval or disapproval of the substantive nature of this transaction. Approval is based upon typeset document. All modifications require re-approval.

BALTIMORE COUNTY POLICE DEPARTMENT

Terrence Sheridan, Chief

Date

BALTIMORE COUNTY PUBLIC SCHOOLS

3.01

SCHOOL RESOURCE OFFICER PROGRAM

I. SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer/ (SRO) Program is a service of the Baltimore County Police Department to the Baltimore County Public Schools. This program will support the Police Department's commitment to service as it works to improve the quality of life in Baltimore County and specifically the safety and security in the school system.

A. Duties and Responsibilities

Safe Schools Facilitator and School System Liaison:

1. To direct and coordinate the implementation of the School Resource/DARE Officer Programs.
2. To coordinate training for the school resource officers.
3. To assist in the evaluation of the School Resource Officer/DARE Programs, including, but not limited to, school visitations.
4. To work closely with school based administrators and school resource officers to help design law related instruction to address specific law related issues.

Precinct Commander

1. To manage the SRO and DARE Programs as a part of the Community Outreach Unit in his/her precinct.
2. To meet with the Precinct SRO Supervisor to help determine the effectiveness of the SRO and DARE Programs.
3. To work collaboratively with the Safe Schools Facilitator to ensure the effectiveness of each SRO/DARE officer.
4. To maintain communication between the precinct and the Safe Schools Facilitator.

SRO Supervisor

1. To supervise the day to day operation of the SRO and DARE Programs through his/her Outreach Unit.
2. To visit schools and school resource officers on a regular basis to determine the effectiveness of each SRO/DARE officer.
3. To review reports and related paperwork completed by school resource officers.
4. To coordinate school resource and precinct officers duties that are related to law enforcement on school campuses.
5. To develop collaborative relationships with school administrators in order to ensure the success of the SRO/DARE program at each school.
6. To meet with the Safe Schools Facilitator and school system representative during scheduled school visitations.
7. To discuss SRO performance with school-based administrators in order to obtain input for SRO evaluations.

School Resource Officer

1. To assist in educating students about the role of the police in our society and other law enforcement-related issues, (i.e. crime prevention, recognition of substance abuse, driver safety, and gang violence).
2. To serve as an instructor of law related education by working closely with teachers in customizing and designing instruction to address specific law related issues.
3. To serve as a positive role model and mentor for students (within rules and regulations of Baltimore County Public Schools and the Baltimore County Police Department fraternization policies).
4. To establish professional relationships with school administrators, faculty, students, and community.
5. To establish and maintain communication with school security personnel and other SROs assigned to campuses in the Baltimore County Public Schools.
6. To inform the students of their rights and responsibilities as lawful citizens.
7. To provide law enforcement information to school-based staff (i.e. pupil personnel workers, counselors, school nurses, psychologists, etc.) needs of students.

8. To act as a liaison to the principal in criminal investigations, law violations, and emergencies affecting the school.
9. To develop educational programs to help reduce crimes against persons and property in the schools and the community.
10. To participate in the Parent-Teacher Association meetings, extra curricular activities, and athletic events as requested.
11. To enforce laws, help prevent crime and violence, and to enhance overall safety on school grounds.

B. Personnel Assignment

1. The selection of officers for assignment to the SRO Program shall be the responsibility of the Police Chief or his designee and the Superintendent of Schools or his designee. The principals of the secondary schools to which the officers will be assigned should be part of the selection committee.
2. Each SRO shall be assigned to one secondary school in the Baltimore County Public Schools. DARE trained officers may be assigned to teach DARE in more than one middle school.
3. The SROs will be assigned to and supervised by the supervisor of the Community Outreach Unit of a specific precinct. (Some precincts may have designated supervisors for the SRO program.)
4. In the event the principal of the school, to which the SRO is assigned, determines that the particular SRO is not effectively performing his/her duties and responsibilities, the principal will state in writing the reasons to the Superintendent. The Superintendent, or the designee, within 30 days after having received the recommendation from the principal, will inform the Chief of Police or designee of the principal's concerns. The Superintendent and the Chief of Police, or their designees, will meet with the SRO and the principal to mediate or resolve any problems of the school to which the SRO is assigned. If, within a reasonable amount of time after the commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police, the SRO may be reassigned from the program and a replacement will be obtained.
5. The SRO/DARE officer is not a specialized assignment. The Chief of Police may dismiss or reassign an SRO based upon the Baltimore County Police Department's rules and regulations or need.
6. In the event of the resignation, dismissal, or reassignment of the SRO, the Chief of Police, or designee, will provide a replacement for the SRO within a reasonable amount of time after receiving notice of such absence, dismissal, resignation, or reassignment. If the SRO is absent from his/her school due to personal illness,

vacation, meetings, or other law enforcement reasons, the police department is not obligated to provide a substitute.

7. The SRO will primarily work a Monday through Friday schedule.
8. The SRO's schedule should closely follow the school schedule. Each SRO will report directly to the assigned school at predetermined times. The SRO's primary leave days are Saturday and Sunday. The SRO, SRO Supervisor, and school administrators collaboratively determine arrival and dismissal time for SROs. On certain occasions, the work schedule will fluctuate to permit the SRO to work extra-curricular student events (ball games, dances, etc.).
9. Each SRO shall work in full uniform at his/her assigned school. An inspection of the SRO's uniform, equipment, and vehicle will be conducted regularly by his/her precinct outreach supervisor.

C. Scope of Accountability of the SRO

1. The SRO is, first, a police officer whose primary duty is enforcement of the law.
2. Each SRO shall be familiar with the Baltimore County Public Schools Student Handbook/Code of Conduct and adhere to the principal's scope of authority in the school.
3. The SRO shall work with the principal and school personnel in his/her assigned school as an ad-hoc staff member.
 - a. Each school's principal shall have full responsibility for enforcement of school discipline and school rules and regulations.
 - b. The SRO shall be in charge during all criminal related matters and shall serve as an educational resource person in cooperation with school personnel.
 - c. The school personnel shall call 911 for assistance if the SRO is unavailable, when needed, in a law enforcement capacity or in emergency situations.
 - d. The SRO shall inform the principal in case of absence (i.e. illness, vacation, training, meetings, etc.).

D. Reporting Responsibilities of the SRO

1. The SRO shall complete investigative reports in accordance with Police Department policy. Reports shall be submitted to the SRO's supervisor at the completion of the tour of duty.

2. The SRO shall complete an Arrest Report whenever making an arrest of a student who is eighteen years of age or older. (School administration shall be notified of any arrest or removals from school.) The Arrest Report will also be submitted to the SRO's assigned department according to procedure.
3. The SRO shall complete a Juvenile Arrest Report/Referral whenever making an arrest of a student who is under eighteen years of age and submit the report in accordance with Police Department procedures. School administration shall be notified of any arrest or removal from school.
4. The SRO will forward copies of all investigative reports, arrest reports, and juvenile referrals to the Safe Schools Facilitator and the SRO Supervisor in a timely manner.
5. The SRO should maintain a daily record of their activities including programs conducted, classes taught, and counseling contacts made with students or staff during the workday. These daily reports will be kept current and used to complete the SRO Monthly Activity Report. Monthly reports will be sent to the Safe Schools Facilitator at the conclusion of each month.

II. GUIDELINES FOR THE SRO PROGRAM

A. Confidential School Records

The use of confidential school records by the SRO shall be prohibited except under regulated conditions. When the officer finds it necessary to utilize any school record, it shall be done only with the principal's approval. The social records of a child and his family, which include personal histories, clinical evaluations, agency reports, and other relevant private details, fall into the same category of privacy as do Juvenile Court Records and should be restricted to authorized persons only.

B. Professional Development and Training

The Police Department and the school system shall work collaboratively to provide necessary ongoing training for all school resource officers. Included in this training should be knowledge of policies, procedures, and programs in schools that will help to make the resource officer's job most effective. Each SRO is expected to complete the 40-hour training program provided by the National Association of School Resource Officers. Middle school DARE instructors must complete a two week DARE training course. Police Department training shall be provided for school resource officers as deemed necessary by the Police Department.