

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is by and between the City of Oak Ridge, Tennessee (hereinafter referred to as the "City") and the Oak Ridge Board of Education (hereinafter referred to as the "Schools"), and replaces any and all prior agreements and understandings between the City (including the Oak Ridge Police Department) and/or the Oak Ridge 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 the 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 Oak Ridge, with goals aimed toward providing a safe learning environment for students, a safe working environment for educational staff, and preventing and reducing offenses committed by juveniles and young adults. This MOU delineates the mission, organizational structure, and procedures of the City of Oak Ridge/Oak Ridge Schools 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 School Superintendent, the principal of the schools where school resource officers will work, and other key staff members of the City and the Schools.

SECTION 2. TERM.

The term of this MOU shall commence on August 7, 2013, and terminate on August 6, 2014 unless terminated earlier as provided herein. The parties may renew, extend, or modify this MOU by mutual written consent at any time. This MOU shall automatically renew for additional one-year terms unless terminated by either party in accordance with the terms of this MOU.

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; and
5. Reducing of criminal offenses committed by juveniles 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 an SRO in the SRO Program and, if possible, additional SROs shall be assigned as funding is available. Any law enforcement officer assigned as an SRO will be certified by the State of Tennessee and meet all requirements as set forth by the Peace Officers Standard and Training (P.O.S.T.) Commission.
- 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 SROs shall remain with the City, and the Schools acknowledge the SROs remain responsive to the command of the City's Police Department. The SROs are 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. **SRO Program's Continuation.** It is understood by the parties that the continuation of the SRO Program requires the continuing and mutual consent of the City and the Schools. Should either party to this MOU elect to terminate the SRO Program, written notice will be provided to the other party and this MOU shall terminate sixty (60) days after delivery of the notice. Should either party elect to temporarily halt the SRO Program, written notice will be provided to the other party and a tentative date for restoration of the SRO Program will be given, if known.
- D. **Funding.** The SRO Program is subject to the availability of funds, which is a budgetary decision of the parties.

SECTION 5. SRO PROGRAM STRUCTURE.

SROs are first and foremost law enforcement officers for the City. SROs shall be responsible for carrying out all 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 school staff and not an SRO. Enforcement of the code of student conduct is the responsibility of 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 be limited to , the following:
 1. Provide the SROs with a private, appropriately furnished and climate controlled office space at the assigned school that can be secured and is reasonably acceptable to the Police Department. This shall include, but not be limited to, a desk with drawers, a chair, 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. Provide SROs 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 SROs regarding criminal justice problems relating to students and site security issues at the assigned schools.

3. 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 Tennessee Code Annotated §49-6-4301 and §49-6-4209. Any principal or other staff member within the City's school system who locates a dangerous weapon or drug in the course of a search shall turn it over to the SRO as required by and in accordance with Tennessee Code Annotated §49-6-4210. 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.
 4. 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.
 5. School personnel shall timely notify the SRO with the 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.
 6. Work cooperatively with the City, including but not limited to, the Police Department to make any needed adjustments to SRO program throughout the school year.
 7. In situations involving student conduct where the SRO was involved, provide reasonable advanced notice to the SRO of the student's disciplinary hearing so the SRO may attend the hearing. The parties to this MOU acknowledge that the SRO's participation in the hearing is subject to the Disciplinary Hearing Authority's discretion.
 8. As required by the School Security Act of 1982 which is incorporated herein by reference, specifically Tennessee Code Annotated §49-6-4212, establish and maintain—in conjunction with the City—an orientation and training program designed to familiarize school principals with the School Security Act of 1981 and with local policies and procedures for implementing and enforcing the Act.
 9. Provide to the City, from time to time, copies of 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.
- B. City. The City's responsibilities hereunder are delegated to the Oak Ridge 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 exercising law enforcement jurisdiction over such incidents.
 2. Assigning the SROs to the Schools and complying with the training requirements for the SROs as established by Tennessee Code Annotated §49-6-4217 and as required by this MOU. The Superintendent will have input in the decision to assign and retain a SRO.
 3. As required by Tennessee Code Annotated §49-6-4212, establishing and maintaining—in conjunction with the Schools—an orientation and training program designed to familiarize school principals with the School Security Act of 1981 and with local policies and procedures for implementing and enforcing the Act.
 4. 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 conducted pursuant to the

School Security Act of 1981 within the limitations established by Tennessee Code Annotated §49-6-4208.

5. Pursuant to Tennessee Code Annotated §49-6-4215(b), will advise the School Board of criminal gangs and associated criminal gang activity.
 6. Work cooperatively with the Schools to make any needed adjustments to the SRO Program throughout the school year.
 7. Disseminate to all SROs copies of 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 that have been provided to the City by the Schools pursuant to Section 6.A.9 above.
- C. SROs' Supervisor. The responsibilities of the SRO supervisor will include, but will not be limited to, the following:
1. Coordinate work assignments of the SROs.
 2. Ensure the SROs' compliance with the Police Department's directives.
 3. Coordinate scheduling and work hours of the SRO (leave, court-required appearances, etc.)
 4. Work with the Schools to make any needed adjustments to 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 the 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 the 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 designee as soon as reasonable 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 judgment, 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. 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.
 4. 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.
 5. 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.

6. 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 his or her 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.
 7. During regular school hours, the SRO may be off school grounds performing such tasks as may be required such as court and in-service training. Reasonable attempts will be made to schedule in-service training to minimize the SROs' absence from school on an instructional day. Whenever possible, the SRO shall notify the school principal or the principal's designee if it is necessary for the SRO to be off campus during regular school hours in non-emergency situations.
 8. 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 a school administrator.
 9. Attend school special events as needed. Off duty assignments are not included.
 10. If practicable, attend meetings of parent and faculty groups to solicit their support and understanding of the SRO Program and to promote awareness of law enforcement functions.
 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 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 Oak Ridge School system.
 15. The SRO shall follow all orders, policies and procedures of the Police Department when confiscating drugs from students on school property.
 16. The SRO shall follow Federal and State law, City ordinances, City policies and procedures, Police Department policies and procedures and orders, and Oak Ridge School Board policies. In the event of a conflict between School and City policies, the SRO's conduct shall be controlled by City policy.
 17. The SRO shall not conduct any interviews with the news media concerning a school incident.
 18. 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.
- E. Generally. Each party is responsible for the actions and/or omission of their respective employees.

- F. Specifically – City of Oak Ridge. The City’s agreement to provide a 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 the failure to provide a SRO in any situation.

SECTION 7. ENFORCEMENT.

Although the SROs have been placed in a formal educational environment, the SROs are not relieved of their official duties as law enforcement officers. The SROs shall intervene when it is necessary in the SRO’s professional judgment to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Tennessee state law and Police 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, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, 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 States Postal Service addressed appropriately to the intended recipient as follows:

If to the Schools:
Superintendent of Schools
Oak Ridge Board of Education
304 New York Avenue
P.O. Box 6588
Oak Ridge, Tennessee 37831

If to the City:
City of Oak Ridge
c/o Chief of Police and City Manager
200 S. Tulane Avenue
P.O. Box 1
Oak Ridge, Tennessee 37831

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 Tennessee.

(Signature page follows)

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



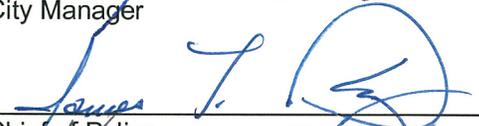
Chairman of the Oak Ridge School Board



School Superintendent



City Manager



Chief of Police



City Attorney