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# **SRO MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICERS**

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
HOWARD COUNTY DEPARTMENT OF POLICE  
AND THE  
HOWARD COUNTY PUBLIC SCHOOL SYSTEM**

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## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this 26<sup>th</sup> day of JANUARY, 2015, by and between the Howard County Public School System, with its place of business at 10910 Clarksville Pike, Ellicott City, Maryland 21042 (hereinafter referred to as the "HCPSS"), and Howard County, Maryland, a body corporate and politic, with its place of business at 3430 Court House Drive, George Howard Building, Ellicott City, Maryland 21043, (hereinafter referred to as the "County").

WHEREAS, the County has established a Department of Police ("HCPD"), which is responsible for protecting the public by enforcing the laws, preserving the peace, preventing crime, and apprehending criminals within the County; and

WHEREAS, the HCPSS desires to provide and maintain a safe and secure environment for its students, staff, and visitors; and

WHEREAS, the Superintendent of Schools, acting on behalf of HCPSS, and the County Executive and Chief of Police, acting on behalf of the County, have agreed to work collaboratively to provide certain special law enforcement services through School Resource Officers for the benefit of HCPSS, its students, and citizens of the County.

NOW, THEREFORE, HCPSS and the County agree as follows:

### ***I. MISSION STATEMENT***

The primary purposes of the partnership between the HCPSS and the HCPD are to promote safety, specifically, to provide a safe school environment conducive to learning, and to assist schools in their mission of educating students.

HCPD and HCPSS, in concert with community-based organizations, work together to develop innovative, systematic, long-term approaches to reducing and preventing crime and disorder in and around the schools. The mission of the partnership is to keep order on school campuses and institute sound principles of prevention to foster resiliency in students by providing an environment in which they can develop social competence, problem solving skills, and a sense of autonomy.

## **II. DESCRIPTIONS OF GENERAL DUTIES AND RESPONSIBILITIES**

School Resource Officers (“SROs”) are sworn law enforcement officers and employees of HCPD who will perform three distinct roles in the schools: 1) provide appropriate law enforcement services; 2) counsel and advise students; and 3) serve as a resource for HCPSS staff, including in areas of law-related education. The law enforcement role will dominate the work SROs perform in schools. The counseling/advising and law-related education roles enhance the role of SROs as resources to schools, school administrators, teachers, and students.

The SRO assumes the primary responsibility for calls for service from the school, and coordinates the response of other police resources to the schools. The SRO will provide information to the appropriate investigative units or leads that come to the attention of the SRO.

The SRO’s primary responsibility (in collaboration with school administration) is to keep order on campus. The SRO may use his/her legal authority of arrest to carry out that function, consistent with legal requirements, including, but not limited to COMAR 13A.08.01.12. The SRO’s other roles as an educational resource, problem-solver, and community liaison come into play on a daily basis. The SRO will serve as a liaison between HCPSS and HCPD. Additionally, the SRO must be knowledgeable about the use of various school and community resources and use community policing problem-solving to apply those resources. The SRO will also be utilized as a resource for law-related education, sharing his/her expertise about the law and law enforcement experiences with students in a classroom setting.

In addition to the SRO’s general duties, the SRO shall perform other such duties as mutually agreed upon by the principal and the SRO supervisor. These duties must be in following with departmental guidelines and procedures and reasonably related to the SRO program. SROs must also abide by all local, state and federal laws.

The HCPSS shall provide each SRO with sufficient office space, furniture, phone, and computer, in a secure area to maintain student confidentiality and files.

### **III. INFORMATION SHARING**

The HCPSS and the HCPD will share access to student records, contact information, student arrests, and other information to the fullest extent allowed by law and consistent with both HCPSS and HCPD policies.

The HCPSS and the HCPD have agreed to the disclosure/sharing of educational records and police records in accordance with state and federal laws.

Code of Federal Regulations - Title 34, Part 99 - Family Education Rights and Privacy Act (FERPA):

FERPA allows schools to disclose "directory" information as defined in 34 CFR Part 99 without consent. "Directory" information includes the student's name, address, telephone numbers, electronic mail address, photograph, date and place of birth, or other information that if disclosed would not generally be considered harmful or an invasion of privacy. Schools must inform parents annually that directory information may be released and the parent may request the school not to do so. Generally, the release of other school records requires written permission from a parent. FERPA does allow the schools to disclose information without consent in cases of health and safety emergencies.

An educational agency may disclose personally identifiable information from an education record to appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. In making this determination, an educational agency may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the educational agency determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals. There must be a rational basis for the determination, based on the information available at the time of the determination.

This information could be used to conduct threat assessments and determine the best way to ensure the safety of the student and others in cases of health and safety emergencies. The use of these records by the SRO shall only be done with the approval of the principal or his/her designee, where such disclosure is deemed to be consistent with law.

Section 3-8A-27 of the Courts and Judicial Proceedings Article of the Maryland Annotated Code (confidentiality of juvenile records), and section 7-303 of the Education Article of the Maryland Annotated Code (arrest and reportable offenses), and any applicable regulations:

Section 3-8A-27 of the Courts and Judicial Proceedings Article requires that a police record concerning a child be confidential, except by order of the court. Section 7-303 of the Education Article allows for limited exceptions, such as when a student is arrested for a reportable offense or an offense related to the student's membership in a criminal gang. HCPD (through the SRO or another designated HCPD member) shall notify the local superintendent, school principal, and school security officer of the arrest and charge as required by section 7-303 of the Education Article.

### Professional Development and Training

The HCPSS and the HCPD shall work collaboratively to provide necessary ongoing training for all SROs, which shall include knowledge of applicable policies, procedures, and programs in schools, which will enhance the effectiveness of the SRO. HCPD training shall be provided for SROs as deemed necessary by the Police Department.

### Access to Camera Systems

The HCPSS has state-of-the-art security surveillance and IP-based security cameras in all its schools and most property it owns or operates, for the purpose of protecting the health, welfare, and safety of students, staff, and parents. During a reported emergency, the Police/Fire Communications Center and their Mobile Command post will be granted access to view the surveillance cameras, in real time, to facilitate the efficient and effective response to a reported emergency. Accessing the surveillance cameras will be limited to emergencies, defined as incidents that have the potential for significant harm or rise to the level of criminal conduct. In these cases, the Communications Supervisor may access the school's camera system and coordinate appropriate response.

Access is limited to the supervisor desk at Police/Fire Communications Center and in the Mobile Command Post. The system will not be randomly or constantly monitored by communications personnel. The following procedures will be utilized to make notification whenever this access is used:

- The Communications Supervisor will determine if an incident at a school poses an immediate threat or is criminal in nature and will then access the camera system.
- The Communications Supervisor will maintain a log documenting each time the camera system is accessed.
- The log will be sent to the HCPSS, Director of Security, any time access under this section occurs.

All SROs have access to the security surveillance cameras through computer systems maintained by the HCPSS at the facility. This section does not preclude the SROs from viewing the cameras at their assigned schools in real time for the purpose of maintaining the health, welfare, and safety inside the assigned facility.

All video recordings are the property of HCPSS, and only HCPSS personnel may download recordings or make copies of the recordings. Whenever HCPD requires a copy of the video footage, a request must be made via subpoena to the Office of School Security.

#### ***IV. SUPERVISION RESPONSIBILITY AND THE CHAIN OF COMMAND FOR THE SROs***

HCPD's organizational structure for the SRO Section is as follows: The SRO Section reports to the HCPD Youth Division Commander, who reports to the Deputy Chief of Operations Command. The Deputy Chief of Operations Command reports to the Chief of Police.

HCPSS's organizational structure is as follows: The schools are organized into school districts, with each school governed by an administrator (principal). The principal reports to an Administrative Director, who is ultimately responsible to the HCPSS Superintendent.

#### ***V. DECISION-MAKING AUTHORITY REGARDING ENFORCEMENT OF APPLICABLE LAWS AND PROCEDURES BY THE SRO***

The partnership established by this MOU has developed practices and procedures for appropriately applying both legal and administrative sanctions for violations. This MOU requires the SRO and the school administrator to collaborate and communicate on an ongoing basis.

## Scope of Accountability of the SRO

- A. The SRO is, first and foremost, a sworn police officer whose primary duty is enforcement of the law.
- B. Each SRO shall be familiar with the HCPSS Student Handbook/Code of Conduct and adhere to the principal's scope of authority in the school.
- C. The SRO shall work with the principal and school personnel in his/her assigned school as a resource and to assist staff members.
  - 1. Each school's principal shall have full responsibility for enforcement of school discipline and school rules and regulations.
  - 2. The SRO will be in charge during all criminal-related matters and shall serve as an educational resource in cooperation with school administration. (See Status and Misdemeanor offenses below)
  - 3. The school personnel shall call 911 for assistance if the SRO is unavailable or when needed, either in a law enforcement capacity or in emergency situations.
  - 4. The SRO shall inform the principal when he/she must be absent from the school (i.e. illness, vacation, training, meetings, etc.).

The SRO shall distinguish incidents that constitute a crime from incidents that violate the student code of conduct. The SRO should take the lead on criminal violations and school administrators should address violations of the student code of conduct.

### Status Offenses and Misdemeanor Offenses

If activity involves a status offense or a misdemeanor offense, the SRO may use discretion, with prior approval of the appropriate SRO Supervisor, in determining whether to file criminal charges or to defer the matter to the principal to handle pursuant to the established policies of the Howard County School System.

## **VI. EVALUATION OF THE PROGRAM**

The program evaluation will be designed to verify and quantify the SRO program activities. The program evaluation will be qualitative, as well as quantitative. The HCPD requires the SRO to routinely keep track of the number of incidents handled, law-related education presentations given, community conferencing, conflict resolutions, mentoring, and referrals made to the school and community.

The HCPSS and the HCPD will meet at the end of each school year to discuss current issues, trends, and any changes to policy or law that may impact the SRO program. The HCPSS and the HCPD will review calls for service at county schools and survey the school climate in terms of perceptions of safety, and increased participation of students in crime prevention.

The SRO supervisors and HCPSS Security Coordinator are responsible for evaluating the SRO program, to include feedback and assessment from the school administrators.

## **VI. INDEMNIFICATION**

Subject to the provisions of the Local Government Tort Claims Act and the Maryland Tort Claims Act, and Title 23, Subtitle 3, as applicable, and the provisions of the Maryland Education Article, with its limitations and immunities, both parties to this Agreement shall mutually defend, indemnify, and hold harmless the other for negligence claims, which may arise out of the negligent acts of their respective employees or agents, including those brought by third parties. Additionally, both parties shall cooperate, consistent with law, with the other in the defense against third party claims or suits arising out of any activities undertaken under the authority of this MOU. Nothing in this agreement shall be read to in any way to waive or alter the obligations, liabilities, privileges, immunities, or defenses of either party.

Police officers assigned as SROs shall have all immunities, privileges, and exemptions from liability as that of police officers of this State and under applicable federal, state, or local law.

## **VIII. TERM OF MEMORANDUM**

This memorandum shall continue from the date of adoption for a five year period.



**IX. TERMINATION**

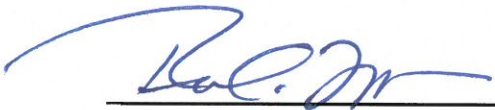
Either party may terminate this Memorandum by serving written notice upon the other party at least 30 days in advance of such termination.

**X. COMPLETE AGREEMENT**

This memorandum is the complete agreement of the parties regarding School Resource Officers; 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.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

Howard County Public School System



Renee A. Fosse, Ed.D  
Superintendent of Schools

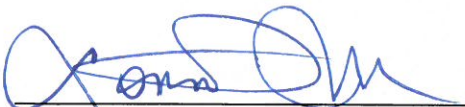
Date: 1/7/15

Howard County, Maryland



Allan H. Kittleman  
County Executive

Date: 1/26/2015



Lonnie Robbins  
Chief Administrative Officer

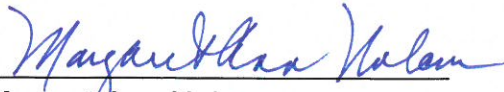
Date: 1/23/15



Gary L. Gardner  
Chief of Police

Date: 12/30/14

Approved for Form and Legal Sufficiency



Margret Ann Nolan  
County Solicitor

Date: 1/20/2015

Reviewing Attorney:



Cynthia G. Peltzman  
Senior Assistant County Solicitor