

School Resource Officer
Mutual Cooperation Agreement

This mutual cooperation agreement made and entered into this 1st day of July, 2023, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as the "City", and the Mid-Del School District of Oklahoma County, Oklahoma, hereinafter referred to as "District", WITNESSETH.

PURPOSE:

The purpose of establishing the terms under this agreement is to provide for the increased safety and security of the public schools of the District through the placement of a School Resource Police Officer in said schools.

ADMINISTRATION:

This agreement shall be administered by the City Manager, Chief of Police of the City and the District Superintendent. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of the disputes. The City Manager and the Chief of Police of the City shall receive from the District periodic recommendations and suggestions as to the needs of the District. These recommendations shall be submitted by the District Superintendent.

CONSIDERATION:

The District agrees to pay the City (\$169, 884.04) for the use of two (2) School Resource Officers for the period of (10) months, August to May, of the contract. The District will pay the City \$16,988.40 (Sixteen Thousand Nine Hundred Eighty Eight Dollars and Forty Cents) a month after each completed month of service. The City will pay any remaining balance of the Officer's yearly salary, benefits and any appropriate collective bargaining agreement terms.

TERM OF AGREEMENT:

This agreement shall be in effect as the date the agreement is signed by the initiating parties and shall renew automatically unless otherwise modified. All parties signatory to this agreement may terminate participation upon thirty (30) days notice to all other signed parties to the agreement. The intent of both parties is to support and grow the program for the future.

AGENCY REPRESENTATIVES:

The parties will develop and implement procedures for ongoing evaluations/ meetings and will, at least annually review and if necessary, recommend any changes, MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by consent of the initiating parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all the consenting parties.

QUALIFICATIONS:

The Officers shall be a duly certified police officers of the City and shall perform those tasks and duties delineated in the job description as approved by the administrators, City agrees and guarantees that the police officers will be, at all times, a certified Peace Officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council of Law Enforcement and Training, the City of Midwest City, Oklahoma and as may be required by law, City warrants to District that the police officers are fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by City for use by police officers, including, but not limited to any weapons or equipment designed to or capable of causing harm to persons or property,

Assignment of School Resource Officer:

1. City agrees to provide a police officer to serve as a School Resource Officer (SRO) at the following District school locations:

Midwest City High School, 213 Elm Drive

Carl Albert High School, 2009 S. Post Road

2. The primary function of the School Resource Officer shall be to insure the safety of the students and faculty and provide campus security. Specifically, the School Resource Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as liaison between the school, the police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

Duties of School Resource Officer:

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the Principal's office for assignments consistent with this Agreement

- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.
- C. To act as the designee of the campus Administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- G. To be available for school activities and -organizations associated with the campus and as a speaker on a variety of requested topics. Any activities outside normal business hours that a SRO is requested to attend will be financially compensated by the District.
- H. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the Principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the Principal request SRO involvement.
- I. If the Principal believes that in a given situation or incident there is a law violation, the Principal may request SRO involvement.
- J. All law enforcement agencies requesting to conduct a formal police interview, interrogation, and arrest of any student should be referred to the campus SRO.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- L. The SRO and the Principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO is first and foremost a Law Enforcement Officer. This fact must be constantly reinforced.

N. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:

Drugs and the law—Adult and juvenile;
Alcohol and the law—Adult and juvenile;
Sexual assault prevention;
Safety programs—Adult and juvenile;

Bullying—In person and through cyberspace;

Assistance in other crime prevention programs as assigned.

O. The SRO will wear approved Department uniform.

P. The SRO will wear their Department authorized duty weapons in accordance with Department policy,

Q. The School Resource Officer shall attend professional development training as required by the City, District and SRO training. This training will be scheduled outside the School Resource Officer's normal operating hours

Hours of Work:

A. Unless otherwise directed by the Principal, City shall assign an SRO to work during the instructional days of the school year from August through May. Hours of work will be Monday through Friday, eight hours a day with Saturday and Sunday off. Subject to approval of the Chief of Police, each Principal shall be responsible for determining a consistent eight hour schedule per day for the SRO assigned to that Principal's campus, The SRO may attend outside activities associated with the school and shall coordinate these events with their immediate supervisor. The City may compensate the SRO for these events only if approved by an immediate supervisor, however, it will be the responsibility of the district to compensate the SRO (on a contractual basis) any event the district deems appropriate to have a SRO present.

Access to Education Records:

A. School officials shall allow the SRO to inspect and copy any public records maintained by the school to the extent allowed by law.

B. If confidential student records information is needed by an SRO, the information may be released only as allowed by law.

Employment of School Resource Officers:

- A. The SRO shall be an employee of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SRO shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of the Agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO position to the Chief of Police who shall assign such officers. If a Principal is dissatisfied with an SRO who has been assigned, that principal may request through the Security and Safety Coordinator of the district a new officer, The Security and Safety Coordinator of the district will forward the request to the Chief of Police for assignment of a different officer as the SRO for that school.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees,


TERMINATION: This agreement shall be subject to termination upon written notification by either party upon thirty (30) days notice.

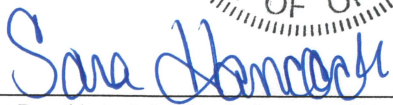
WITNESS OUR HANDS this day and year first above written.

APPROVED by the Council and SIGNED by the Mayor for The City of Midwest City this 27 day of June, 2023.



THE CITY OF MIDWEST CITY

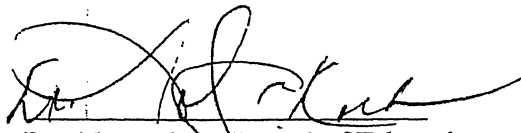

MATTHEW DUKES
MAYOR


SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

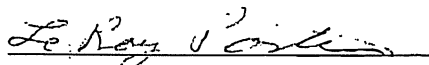

DONALD D. MAISCH, CITY ATTORNEY

By "District":


President of the Board of Education

4-10-23
Date

Attest:


Clerk-Board of Education

4-10-23
Date