

**MEMORANDUM
OF
UNDERSTANDING**

between

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY SHERIFF'S OFFICE
BALDWIN COUNTY PUBLIC SCHOOLS

and

CITY OF FAIRHOPE

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is executed between the Baldwin County Commission (the “Commission”), the Baldwin County Sheriff’s Office (the “BCSO”), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the “BCPS”) and the City of Fairhope, Alabama (the “Municipality”), effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to provide assistance in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS, the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS, the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BCSO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as a SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign a SRO to campuses within the corporate limits of the Municipality, which include, Fairhope Middle School, Fairhope East Elementary, Fairhope West Elementary, J. Larry Newton Elementary and two SRO officers to Fairhope High School. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality and its Police Department.
2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.
3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.
4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.
5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.
6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.
7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars (\$50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2020, and the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be _____ . The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement

expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the following basic qualifications:

- a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.
 - b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.
 - c. Shall be capable of conducting in depth criminal investigations.
 - d. Shall possess an even temperament and set a good example for students; and
 - e. Shall possess communication skills which would enable the officer to function effectively within the school environment.
2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).
 3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.
 4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Municipality's Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
 5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.
 6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.
 7. The SRO shall wear the uniform required by the Municipality and operate a marked

cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.
9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.
10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished through the use of the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.
11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the Principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.
12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.
13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.
14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.
2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in a given matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.
4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.
5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the particular school.
6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to

pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.
3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.
2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2020, and the tenth (10th) day of January, April, July and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.
2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

PART VI

ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. (*New Jersey v. T.L.O.*, 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2020, and shall remain in effect for a period of two (2) years from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This

MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY COMMISSION

_____/_____
Joe Davis, III / Date
Chairman

ATTEST:

_____/_____
Wayne Dyess / Date
County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billie Jo Underwood, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____day of _____, 2020.

Notary Public,
Baldwin County, Alabama
My Commission Expires:_____