

MEMORANDUM OF UNDERSTANDING BETWEEN
City of Douglas Police Department AND
Converse County School District #1
For School Resource Officer Program

Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made by and between Converse County School District #1 (hereinafter referred to as School District), City of Douglas Police Department (hereinafter referred to as Law Enforcement Agency).

Purpose. The purpose of this MOU is to establish the terms, conditions and expectations under which the Law Enforcement Agency will assign two law enforcement officers to serve as School Resource Officers (hereinafter referred to as “SROs”) within the School District. The intent is to establish a clear understanding of roles and responsibilities between the parties, which are designed to enhance school safety and provide a positive law enforcement presence in the school community.

Terms of MOU. The term of this agreement is for the academic school year of 2023/2024 commencing on the effective date through May 30, 2024. The terms of the MOU are as follows:

1. Payment: Cost related to this agreement shall be paid as follows:

- 1.01** District shall pay to the Law Enforcement Agency an amount not to exceed \$101,549.00 for the school year 2023-2024 subject to ongoing appropriation of said amount as provided herein, for the SRO services described in this MOU. These payments shall be made monthly **for so long as this MOU is in effect.**
- 1.02** Law Enforcement Agency shall be responsible for all costs in excess of the District’s payment for SRO services hereunder. Nothing herein, including School District payments, reporting requirements, and close cooperation between officers and the School District shall be deemed to make any SRO an employee of the School District for any purpose, including but not limited to the Wyoming Governmental Claims Act.
- 1.03** District shall have the right to provide input by participating in the interview process for the selection of the School Resource Officer(s) assigned to work within the District.

2. Responsibilities of Law Enforcement Agency: The Law Enforcement Agency shall be responsible for the following:

- 2.01** Law Enforcement Agency shall provide two fully trained and certified Peace Officers assigned to Converse County School District #1 as SROs for the entire 2023-2024 school year.
- 2.02** Each SRO shall be an employee of the Law Enforcement Agency and said Law Enforcement Agency shall have the right to remove any Peace Officer appointed to serve as SRO. Law Enforcement Agency shall determine which Peace Officers are assigned as SROs in consultation with a representative from School District, whose input must be considered in the selection process.
- 2.03** The SROs, or any Peace Officer of the Law Enforcement Agency assigned and performing duties pursuant to this MOU, are subject to the direction and control of Law Enforcement Agency. Nothing in this MOU shall be interpreted to authorize any SRO or Peace Officer of the Law Enforcement Agency to exercise power that the Law Enforcement Agency is not authorized to exercise. Specifically, SROs are prohibited from participating in school disciplinary processes or requesting that school officials search a student or his/her belongings except when called as a witness if the SRO does not have a legally sufficient basis for conducting such a search.
- 2.04** Law Enforcement Agency shall be responsible for providing SROs with the necessary law enforcement related equipment.

- 2.05** Law Enforcement Agency shall be responsible for ensuring that the SROs receive specialized police training, while the District is responsible for providing school-related training to the SROs.
- 3. Duties of SROs:** The SROs' duties include all Peace Officer duties of the Law Enforcement Agency and the following additional duties:
- 3.01** The SROs shall provide law enforcement and school security services to School District consistent with training and Law Enforcement Agency policy to help promote the safety and welfare of the students and employees as follows:
- 3.01.01.** The SROs shall help to protect the lives and property of students, employees and the School District on or adjacent to School District property.
- 3.01.02.** The SROs should not be involved in school discipline processes for typical adolescent behaviors occurring within the school unless school safety is at risk or reporting is required by law.
- 3.02** SROs' involvement with students with disabilities shall be in accordance with the Americans with Disabilities Act.
- 3.03** The SROs shall be made aware of the school's policies on crisis intervention and shall assist or intervene only when appropriate.
- 3.04** The SROs will become familiar with other resources and agencies in the community that can be used as resources for District students.
- 3.05** SROs shall follow these conditions for interviewing students suspected of criminal activity at school:
- 3.05.01.** When questioning a student at school about subjects that may result in criminal prosecution for a crime, it is expected that should be handled by law enforcement and is not an SRO activity. When it is necessary to involve law enforcement and/or an SRO in interviewing a student, notice of such questioning shall be given to the Principal or designee in advance and the interview shall be conducted in accordance with School District policy unless exigent circumstances exist, in which case the notice shall be given to the Principal or designee as soon as reasonably possible.
- 3.05.02.** If the student to be questioned is under the age of 18, the student's parent or guardian must be notified prior to questioning unless there are exigent circumstances involving health or safety or an allegation of abuse or neglect by a parent.
- 3.05.03.** If there are exigent circumstances that prevent prior parental notification, parent shall be notified as soon as reasonably possible.
- 3.06** Absent exigent circumstances, a principal or designee shall be consulted before the SRO conducts a search on a student's person, possessions, or locker to allow time to express any concerns about the reasonableness of the search and to notify parents.
- 3.07** The SROs may conduct a search at school of a student's person, possessions, or locker without notice to school personnel or parents only when there is probable cause that a crime has been committed. SROs will make a reasonable effort to reduce the stigmatizing event of the search for the student.
- 3.08** The SROs shall not request that school officials conduct a search of a student's person, possessions, or locker to evade the probable cause standard required of law enforcement.

- 3.09** The SROs in their official capacity on school grounds, in a school vehicle, or at a school activity or sanctioned event, who issues a summons, ticket, or other notice requiring the appearance of a student in court or at a police station for an offense allegedly committed on school grounds, in a school vehicle, or at a school activity or sanctioned event, shall notify the principal of the school or his or her designee of the issuance of the summons, ticket, or other notice as soon as possible unless the information is determined to be confidential pursuant to law.
- 3.10** Physical restraints (handcuffs, Tasers, Mace, pepper spray, or other physical and chemical restraints) shall only be used for conduct that poses a serious and immediate threat to an individual or the broader school community and where less intrusive measures of restraint have failed.
- 3.11** Strip searches of students by SROs or school officials are prohibited.
- 3.12** It is recognized that every situation cannot be predicted or determined by these guidelines, and SROs may rely on Law Enforcement Agency policies, their training and experience in choosing alternate actions that are reasonable and appropriate for the circumstances and to the extent possible are consistent with this agreement.
- 3.13** If an SRO wears a body-worn camera (BWC), the BWC shall generally be kept inactive while the SRO is performing duties as an SRO, unless otherwise requested by the District. The SRO shall not record any special education setting. If the SRO does record any scenario involving District business, the Law Enforcement Agency shall share and provide a copy of that video recording to District upon the request of the District pursuant to W.S. 16-4-203(d)(xviii).
- 4. SRO Activities:** The SROs become a part of the school community and an asset to help create a positive school environment for students and faculty.
- 4.01** The SROs are members of the school safety teams. SROs are liaisons to help gather and share information about emergency planning, improving access to safety or security resources, and are partners in developing effective prevention strategies and other related duties determined by the School Board.
- 4.02** Role as an educator:
- 4.02.01.** Provide in-service training for school staff on emergency preparedness, crisis intervention, crime trends, law enforcement policies and intervention methods.
- 4.02.02.** Educate students through guest lectures about laws, constitutional protections, conflict resolution, information on youth-relevant crimes such as dating violence, and to teach crime prevention using evidence-based course curriculum.
- 4.03** Role as a participant of Restorative Justice processes:
- 4.03.01.** Participate in restorative justice processes that occur within the school setting if appropriate, pursuant to school policy.
- 4.04** Role as an informal mentor:
- 4.04.01.** Create a visible and positive presence in the school community to promote respect, trust for law enforcement and a positive relationship between students, parents and the District.
- 4.04.02.** In partnership with a formal counselor or other school staff designated by the school, SROs can provide referral information for additional resources relating to criminal justice and prevention of youth involvement in the juvenile justice system.
- 5. Responsibilities of School District:** The School District shall be responsible for the following:

- 5.01 Provide SROs with the authority to access School District premises for the purpose of performing the law enforcement duties described herein and provide SROs with a private workspace (when possible) that allows for storage of confidential information.
- 5.02 Inform the SROs of the school's crisis response and de-escalation techniques.
- 5.03 Administer school discipline processes for typical adolescent behaviors occurring within the school without involving or referring the matter to an SRO unless school safety is at risk or reporting is required by law.
- 5.04 Requesting SRO involvement in school-based incidents should be limited to situations when it is:
 - 5.04.01. Necessary to protect the physical safety of students and staff from imminent harm; or
 - 5.04.02. Fits the criteria of behaviors listed in paragraph 6.01, which the parties have agreed will be referred to law enforcement.
 - 5.04.03. Involves criminal behavior of persons other than students.
- 5.05 Ensure that the decision to involve an SRO or law enforcement in any school-based incident is made by a principal or designee, absent exigent circumstances.
- 5.06 Cooperate with law enforcement-initiated investigations and actions without hindering or interfering with the Police Department's or the assigned SRO's official duties consistent with the District's obligations under existing laws and District policies to investigate and handle school disciplinary matters.
- 5.07 Immediately notify the SRO or officers responding to a school-based incident if a referred student has a disability that requires special treatment or accommodations as allowed by law.
- 5.08 Provide ongoing feedback to the Police Department designee for evaluation purposes.

6. Law Enforcement Referrals:

6.01.01. The parties agree that school code of conduct violations will be handled through school policies and procedure and will not be referred to law enforcement for formal criminal justice action.

6.01.02. The parties agree that behaviors that are related to a student's disability will be handled through school policies and procedure and not referred to law enforcement.

6.01.03. Law Enforcement referral will always be made for the following incidents:

6.01 03.(a). *Fights involving serious bodily harm that requires medical treatment for any of the participants.*

6.01.03.(b). *Other serious or violent offenses, such as robbery, arson, or sexual assault.*

6.01.03.(c). *Use or possession of dangerous weapons, such as guns. Other items which could be used weapons shall only result in police referral if school staff believes there was a clear intention to use the item as a weapon.*

6.01.03.(d). *The sale, possession, or use of illegal drugs or alcohol.*

7. **Confidentiality and Information Sharing/Disclosure of Student Education Records:** The parties agree to the following procedures to ensure that information disclosure and sharing between parties to the agreement comply with all legal requirements.

7.01 School District disclosure of confidential educational records:

7.01.01. The parties agree that any disclosure of student education records that is made by the School District to the Law Enforcement Agency or its employees or agents of any parties, shall be made only (1) to appropriate parties in connection with a health or safety emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual and (2) as the law may otherwise permit. Reasonable steps will be taken to prevent further dissemination to an unauthorized third party of information exchanged hereunder.

7.01.02. The parties also agree that, if the School District makes any disclosure of a student's educational records pursuant to this agreement, the person requesting the records will sign an Acknowledgement for Release and/or Information from Education Records form provided by the School District which states that the records will not be disclosed to any other person or party, except as permitted by law and as necessary to carry out the purposes of this Agreement. A Permission for Release and/or Information from Records form provided by the School District shall be developed by the parties.

7.01.03. The parties also agree that they will comply with all applicable laws, including privacy and criminal history laws.

8. Evaluation:

8.01 In the event that the School District should be dissatisfied with the performance of an SRO assigned to the School District by the Law Enforcement Agency, the SRO's immediate supervisor and the Human Resources Director shall meet to try to resolve the problem. Should further discussion be needed, the Superintendent and Police Chief shall meet to discuss resolution.

8.02 The District and the Law Enforcement Agency agree to meet annually to evaluate the performance of the school resource officer and discuss continuance of the MOU.

9. General Provisions:

9.01 Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties shall be incorporated by written instrument and effective when executed by all parties to this MOU.

9.02 Applicable Law. The construction, interpretation, and enforcement of this MOU shall be governed by the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

9.03 Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

9.04 Liability. Any assigned Douglas police officer acting under this MOU shall be deemed to be acting within the scope of his or her duties for purposes of the Wyoming Governmental Claims Act and the local government liability self-insurance program, Wyo. Stat. § 1-42-101 through § 1-42-207. All privileges and immunities from liability and all benefits which normally apply to assigned Douglas police officers while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this MOU.

- 9.05 **Termination.** Either party may terminate upon thirty (30) day written notice may terminate this MOU, without cause, which notice shall be delivered by hand or by certified mail to the addresses listed above.
- 9.06 **Indemnification.** Each party to this MOU shall assume the risk of liability arising from its own conduct. Neither Party agrees to insure, defend, or indemnify the other.
- 9.07 **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect and either party may renegotiate the terms affected by the terms affected by the severance.
- 9.08 **Governmental Immunity.** The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the District and the City specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- 9.09 **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary and this MOU shall not be construed so as to create that status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and inure solely to the benefit of the parties of this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to the MOU intend and expressly agree that only parties' signatory to this Agreement shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring any action for the breach of this MOU.

This agreement shall become effective on the date last executed by the parties and shall remain in full force and effect until such time as the agreement is modified by the consent of the parties. The agreement may be modified at any time by amendment to the agreement.

In witness whereof, the parties hereto, intending to cooperate with one another, have set their signatures to this document on this day.

CITY OF DOUGLAS, WYOMING

Mayor

Date

Police Chief

City Clerk

CONVERSE COUNTY SCHOOL DISTRICT #1

Superintendent

Date