

Memorandum of Understanding

Coordination of School Safety and Security and Law Enforcement Services between St. Mary's County Public Schools and the St. Mary's County Sheriff's Office

This Memorandum of Understanding (MOU) is made on the 10th of May 2023, between the St. Mary's County Sheriff's Office (hereafter SMCSO) and the St. Mary's County Public Schools (hereafter SMCPS). This agreement is made in accordance with the provisions specifically outlined in § 7-1501 and § 7-1508 of the Maryland Education Article (the Maryland Safe to Learn Act). The term of this agreement is 3 years. Either party may terminate this agreement on 90 days written notice.

Part 1 - Enforcement and Investigative Services

This portion of the agreement by and between the SMCPS and SMCSO is to establish the criteria under which the SMCSO will provide enforcement and investigative services for SMCPS.

The SMCSO is the primary law enforcement agency in St. Mary's County. It provides all traditional law enforcement services in addition to expanding community-policing programs as resources permit. Based on a recent survey, these services have earned a very high approval rating from the citizens it serves. SMCSO investigates the majority of all major crimes, generally referred to as Part I Crimes, with an exceptionally high closure and conviction rate.

Both the SMCSO and SMCPS have benefited and expanded on many programs addressing the needs and concerns of students, faculty and staff members of the public schools in St. Mary's County. Utilizing local, state and federal funds, programs such as D.A.R.E., School Resources Officers, the Adopt-a-School Program, and the Criminal Justice Program have been implemented, all in the interest of educating and keeping our schools safe for our ever-growing student and staff population. All programs have been extremely successful, due mainly to the spirit of cooperation existing between the two agencies. It is in retrospect of our past joint efforts and successes that we enter into this agreement on this occasion.

Effective with the signing of this agreement, the SMCSO agrees to the following:

- Respond to and conduct initial and follow-up investigation(s) on all Part I and Part II Crimes occurring on school property. SMCSO will conduct the appropriate investigation(s), utilizing the necessary equipment and personnel.
- Keep affected members of the School Administrative Staff apprised of the investigation(s) from the initial report through and to include final court

disposition. This communication will include but is not limited to the Department of Safety and Security and the school principals for all schools involved in the investigation of an incident.

- SMCSO personnel will assist school staff with limiting exposure of students and other school personnel with associated activities surrounding the investigation(s). SMCSO personnel will also assist with the safe movement of students and school personnel, to include evacuation and reunification services, providing for their safety and limit exposure of crime scenes and individuals involved.
- Part I Crimes are as follows: Murders, Rapes, Robberies, Aggravated Assault, Burglary, Larceny-Theft, Motor Vehicle Thefts, and Arson. Note: Arson cases may be investigated jointly with the Office of the State Fire Marshal.
- Part II Crimes include but are not limited to the following: Assault, Battery, Forgery/Counterfeiting, Embezzlement/Fraud, Receiving Stolen Property, Weapon Violations, Prostitution, Sex Crimes, Crimes Against Family/Child, Narcotic Drug Laws, Liquor Laws, Drunkenness, Disturbing the Peace, Disorderly Conduct, and Gambling.
- Ensure compliance with law pertaining to notification to SMCPs of arrests of students for enumerated offenses (Reportable Offenses) occurring in the community.

The SMCPs in cooperation with the SMCSO agrees to the following:

- Immediately contact the SMCSO upon receiving a report of a Crime.
- Provide crime scene security as best as possible until the arrival of an officer.
- Separate any and all witness(es) and/or suspect(s), not allowing said individual(s) to have contact with each other.
- Provide a contact person, who is knowledgeable with the offense or events surrounding the offense, to include actions taken from the time of discovery until the arrival of the first officer.
- Provide SMCSO or Emergency Operational Center dispatch personnel immediately with any information having an impact on health and safety, or any pertinent information requested in order to protect or preserve life and/or assist in the apprehension of a suspect if such information is available.

Part 2 - Special Law Enforcement Services - School Resource Officer Program

This portion of the agreement by and between the SMCPs and SMCSO is to establish the criteria under which the SMCSO will provide special law enforcement services for SMCPs inclusive of the School Resource Officer Program, the Adopt-a School Program at the elementary school level, Handle with Care Program, and canine drug scanning of schools.

The Sheriff of SMCSO and Superintendent of SMCPs have agreed to provide special law enforcement services, in the form of School Resource Officers (SROs), to the following county schools: Esperanza Middle School, Spring Ridge Middle School,

Leonardtwn Middle School, Margaret Brent Middle School, Chopticon High School, Leonardtown High School, Great Mills High School, and a dedicated School Resource Officer to coordinate all services for elementary schools under terms and conditions contained in this MOU.

The Sheriff of SMCSO and Superintendent of SMCPS agree and understand the deployment of special law enforcement services is contingent upon the availability of resources required to staff the identified schools with a school resource officer and can be directly impacted by exigent circumstances or unforeseen emergency conditions requiring a temporary redeployment of resources to address the needs of the SMCSO.

In consideration of the mutual promises contained herein and pursuant to the authority of the General Statutes of the State of Maryland, the parties mutually agree to the following:

Purpose and Goals

The purpose of this agreement is for the parties to continue to strengthen the relationship between law enforcement and the schools for the benefit of students, staff, and the community.

The goals of this agreement include the following:

- Promote partnership and rapport with students and staff as law enforcement officials with an emphasis and a focused effort to reduce juvenile crime in the county
- Promote partnership and rapport with students and staff in an effort to reduce incidents of student arrests on school campus
- Develop positive law enforcement relationships with students and their families

General Administrative Responsibilities

- A SMCSO SRO is a sworn, uniformed deputy sheriff trained in emergency preparedness, crisis management, community policing concepts, and other youth related specialized areas, who is assigned to work as a liaison to SMCPS. Each SRO shall perform assigned duties in an official SMCSO vehicle.
- SROs are employees of the SMCSO and are subject to all Sheriff's Office administrative regulations, supervision, and control. SROs are not employees of SMCPS. SROs are subject to all SMCSO personnel policies and practices, especially the SMCSO's SRO Standard Operating Procedures, which are incorporated herein by reference.
- SROs must also integrate into the school work environment and coordinate and communicate job assignments and duties with relevant school personnel. Absent a real and immediate threat to student, teacher, or school safety, and absent situations where formal law enforcement intervention is deemed appropriate in accordance with all federal, state and local laws, school principals will have final

authority over decisions in the school building.

- SRO selection, supervision, and evaluation are addressed later in this MOU.
- The costs of the SRO program which is incorporated herein by reference, will be paid for by the SMCSO in accordance with the county's operating budget.
- SRO duty hours shall conform to the school day, as much as possible. SRO work schedules can be adjusted to accommodate specific functions or activities occurring beyond normal work hours. Time spent attending court, or other duties arising out of their employment as a law enforcement officer, shall be considered part of their duty hours. In the event an SRO is absent from school work, SMCSO will make a reasonable attempt to assign appropriate uniformed officer(s) , if available, to substitute for the SRO who is absent.
- SMCPs, at its own expense, will provide each SRO, at assigned schools, with furnished office space, a computer, a telephone and a campus radio.

SRO School-related Roles and Responsibilities

The Sheriff shall ensure that the exercise of any law enforcement powers by SROs, including to detain, interrogate, or arrest students, is in compliance with the authority granted by law and consistent with In accordance with all federal, state and local laws.

SROs duties at schools shall include, but not be limited to, the following:

- Serve as a classroom teaching resource and adjunct staff member in law-related areas, using approved materials, by delivering useful information on such subjects as the following:
 - Juvenile laws
 - Crime prevention
 - Recognition of substance abuse
 - Driving Safety
 - Gangs
 - Bullying Violence prevention
 - Cyber safety and use of social media
 - Work closely with social studies, health education, and business law teachers in customizing instruction to address specific law-related issues
 - Improve student awareness in the areas of drug abuse resistance and avoidance educate students about their civil responsibilities by informing them of the lifelong effects alcohol and drug misuse might have on their lives
- Provide informal counseling and mentoring to students in the following ways:
 - Provide to students, staff, and parents information on resources regarding law enforcement contacts and the judicial system.
 - Be a resource for students and teachers and serve as a positive role model and mentor for students.
 - Assist in identifying and referring students in need to specialized professional services in the school system and community.

- Provide uniformed deputy sheriff patrol presence and other crime and disorder prevention services to the assigned schools, its students and staff, as well as other citizens of St. Mary's County in the following ways:
 - Maintain high visibility by patrolling the school campus and surrounding community (especially the travel routes of students to and from school), within reason, to enforce education, criminal, and traffic related laws.
 - Monitor and deter at-risk behavior, including drugs, weapons, alcohol, gangs, and bullying, in schools and the outlying community by being highly visible throughout the school day.
 - Assist in the coordination of assessment, planning, and security for after school events as needed.
 - Engage in problem-solving efforts with students to resolve crime and safety problems on campus (e.g., reduce truancy, expand crime prevention efforts).
- Handle, school related investigations, and traffic enforcement in and around the school in the following ways:
 - Respond to and conduct an initial investigation into all calls for police service at the assigned schools.
 - Conduct follow-up investigations and interviews, as required.
 - Assist the school system in the promotion of the "young driver safety program" and traffic enforcement (i.e., violations of Maryland motor vehicle codes on school grounds) around school property and accident investigations, such as school bus accidents or accidents involving students, staff, or parents occurring on school grounds.
- Conduct SRO interviews with students in the following ways:
 - SROs may interview students on school premises in accordance with federal, state and local law and in accordance with all policies and procedures with the SMSCO.
 - SROs will ensure that timely notification is made to the student's parents or guardians in coordination with the school administration.
 - SROs may attend meetings of students and faculty on school premises, which are initiated by the school administration. Information brought out in these meetings may relate to criminal offenses. In those instances, the school administration will defer to the law enforcement investigator to determine that appropriate policies and procedures are followed.
- Execute SRO arrests of students in the following manner:
 - In certain situations, SROs may be required to make a physical arrest at or around a school. The arrest will be conducted consistent with agency policy. SROs must notify the principal or assistant principal as soon as possible of any arrest on school property during school hours. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses (e.g., disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, profanity, and fighting) that does not involve the threat of or physical injury or a weapon, shall be considered school discipline issues to be handled

by school officials, rather than criminal violations subject to legal action by SROs. Provided that all involved parties including the students, parents or guardians agree with the disposition of the referenced incident.

- SROs should clearly differentiate between student disciplinary misconduct issues, to include truancy, and criminal behavior. The school should deal with undesirable student behavior as a disciplinary infraction whenever possible.
- SROs should attempt to de-escalate school-based disorder incidents (e.g., minor fights) whenever possible without resorting to arrest.
- Use of force by the SROs will be at all times in accordance with all federal, state and local laws and policies and procedures of the SMCSO.
- Conduct SRO searches and seizures at schools in accordance with federal, state and local laws and policies and procedures of the SMCSO in the following manner:
 - SROs will not execute *administrative searches* of any area of the school system or of any student.
 - SROs may interview students in accordance with all federal, state and local law.
- Assist in supporting School Safety & Security in the following manner:
 - Conduct regular security inspections of school buildings and grounds.
 - Assist school administrators in diagnosing law enforcement-related problems that occur in school or on school grounds by providing referrals and interventions as needed.
 - Conduct scheduled canine drug scans of school buildings at times mutually agreed upon that do not cause a disruption to the daily operation of the school. The scans are conducted to deter the introduction of illicit drugs and paraphernalia into schools and will be conducted ensuring that there is no contact between trained law enforcement canines and students and staff.
- Assist in supporting school security, crisis planning, and other areas in the following ways:
 - Assist school Safety and Security Assistants in security planning and implementation at school-sponsored events such as assemblies, sporting events, dances, and proms.
 - Assist with planning and implementation of school facility security systems (e.g., cameras, access control equipment). Assist school Safety and Security Assistants conduct assessments of school safety and security plans.
 - Act as a contact person in the event of off-campus catastrophic incidents involving students of the assigned school by direct communication and via the Handle with Care Program.
 - Assist during medical emergencies as necessary.
 - Assist school Safety and Security Assistants develop and manage emergency and crisis response plans and systems that focus on prevention, protection, mitigation, response, and recovery. Assist school

Safety and Security Assistants develop and implement drills and exercises for all school personnel. Provide assistance in joint response training (rapid deployment), operation of mass-care sheltering facilities, and reunification centers for students and parents.

- Develop and maintain partnerships including, but not limited to, the following:
 - SROs will work in partnership with the school principal, administrators and Safety and Security Team
 - Serve as a police/school representative on various committees involving students and the school community (committees, organizations, and clubs)
 - Maintain contact and positive relationships with the following:
 - School Health, Safety and Crisis Team
 - All school students and staff members
 - School-based groups such as the PTSA, PTSO, SGA, booster clubs, and other Government agencies such as Department of Juvenile Justice, youth counseling centers, Health Department, and the Department of Social Services
 - Community police officers, criminal investigators, and patrol officers
- Work with schools and the juvenile justice system to expand diversion programs and alternatives to the arrest of students for minor, non violent misconduct.
- Provide information Collection and Dissemination including, but not limited to, the following:
 - SROs will exchange information with law enforcement officers when that information will support the law enforcement mission of the SMCSO.
 - SROs will observe the rules of confidentiality in accordance with federal, state and local laws and policies and procedures as established by the SMCSO.
 - SROs may exchange information with the school administration that would support appropriate educational programming and related services to the child and maintain a safe and secure school environment for students and school personnel.
 - To ensure compliance with all federal, state and local laws pertaining to the arrest of students for reportable offenses, the SMCSO and SMCPs will share and communicate information pertaining to the community-based arrest of any student between the Superintendent and the Sheriff and their respective designee.

SRO Selection

- SRO selection for work in the school system will be made through a collaborative process involving school administration but allowing the SMCSO the final decision as to selection and school placement. SMCPs reserves the right to request removal/re assignment of any SRO for reasonable cause, subject to final decisions by the SMCSO.

SRO Training

- SROs will receive training to work in the schools to include certification training as required by state law the Maryland Model School Security Employee Training Program in accordance with the Maryland Safe to Learn Act of 2018 within one year of appointment and continue to receive in-service training while working in the schools.
- SROs should receive training from among the following areas:
 - Community policing and problem solving, developing collaborative partnerships with school personnel, and establishing positive relationships with students
 - School-based and juvenile-related legal issues (e.g., search and seizure, interviews/interrogations, information sharing, civil rights, juvenile arrest, etc.)
 - Effective communication and collaboration with school personnel and youth
 - Understanding child and adolescent development
 - Engaging children and adolescents at different stages of development that may have varying risk and protective factors (e.g., poverty, inadequate nourishment, anorexia, drug use, gang exposure, bullying abuse or other victimization)
 - Recognizing and responding to students with mental health issues, disabilities, special needs, or youth in crisis (e.g., child trauma, abuse, neglect, etc.)
 - Effectively using the juvenile justice system and other available school and community resources for youth (e.g., peer mediation, restorative justice, etc.)
 - Understanding cultural diversity within schools including language, culture, sexual orientation, ethnic and racial differences; understanding implicit bias
 - Mediating student disputes and de-escalating potentially harmful behavior
 - Teaching, presentation skills, and classroom management strategies
 - School guidelines, procedures, and code of conduct
 - Planning and managing emergency and critical incidents, implementing emergency/crisis drills (with entire school and first responders), threat assessment and active shooter protocols
 - Mentoring and counseling

SRO Supervision

- SRO supervisors must ensure the goals of the SRO program are being met, support officers' professional growth, keep officers integrated into the Sheriff's Office as well as the school, and help identify early any problems with how officers are engaging with students or staff.

- SRO supervisors should implement the following activities to work with SROs:
 - Mentor and guide SROs to implement problem solving on specific crime and disorder issues in schools
 - Monitor and comment on SRO activities
 - Review school and law enforcement data
 - Meet regularly with all SROs to assess progress, discuss common issues and solutions
 - Intervene and help resolve conflicts between SROs and school staff or other partners
 - Meet as needed with school principals and the Chief of Safety and Security with SMCPs to review how SROs and the MOU are working in schools

SRO Performance Evaluation

- A key role of the SRO supervisor is to evaluate the SRO's performance. SROs should be evaluated in a fair and objective manner with the focus on how the SRO uses his or her knowledge, skills, and abilities to achieve the goals of the MOU. The SRO evaluation shall include direct input and feedback from their assigned school personnel and administration.

Other Special Services

The Sheriff of SMCSO and Superintendent of SMCPs have agreed to maintain the adopt-a-school program as established by the Sheriff and the Superintendent of Schools. Placing an emphasis on the support of all elementary school students and staff.

The Sheriff of SMCSO and Superintendent of SMCPs have agreed to maintain the Handle with Care Program providing a means for all SMCSO officers to electronically report to SMCPs a traumatic event occurring outside of school having a direct impact on school aged children.

Records and Information Sharing

Notwithstanding any other provision of this agreement, the parties shall fully comply with the Family Educational Rights and Privacy Act (FERPA) and all other applicable state or federal laws regarding the confidentiality of student information, as well as any SMCPs regulations regarding school/student records, including school video and audio recordings. Information obtained by school staff may be shared with SROs or the SMCSO as long as the information is not derived from school records. For example, information received orally from a student may be shared, even if later recorded in a written statement used by school staff for disciplinary purposes.

Information from school/student records records can be shared under any of the

following circumstances:

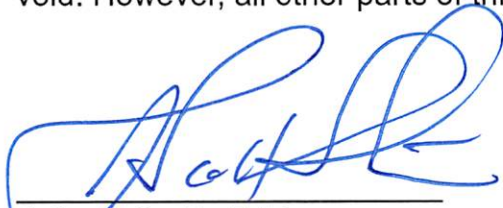
- "Directory information" unless the parent or guardian has asked specifically that such information be kept confidential
- With consent of the parent or guardian or adult student
- To comply with a judicial order of lawfully issued subpoena
- To comply with Use of Force review and reporting requirements of § 7-150 of the Maryland Education Article.
- In connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individual. To include a specific situation that presents imminent danger to students or members of the community or that requires an immediate need for information in order to avert or diffuse serious threats to the safety or health of a student or other individual.

Use of Portable Audio/Video Recorders - Body Worn Cameras (BWC) by law enforcement officers to include SRO's

- When responding to incidents at SMCPs educational institutions, officers to include SROs may activate the BWC when necessary for law enforcement purposes. Law enforcement officers to include SROs may utilize issued BWCs in SMCPs schools and office sites in compliance with all applicable SMCSO policies. SROs to the extent possible, will attempt to avoid recording educational activities. Officers will carry an informational card which may be used to notify the hearing impaired that their encounter is being recorded.
- All requests, to review BWC recordings, by professional staff personnel or outside agencies, will be submitted in writing to the SMCSO. If approved by the sheriff or designee, arrangements will be made for the requestor to view the video file. The video file to be reviewed will not be copied by any means nor will it be removed.
- All recordings produced by the officer's BWC equipment are the exclusive property of the St. Mary's County Sheriff's Office. Recordings will only be duplicated for official purposes. Copies of recordings needed for court, training, or other official purposes will be produced by the Division Commander or designee.
- Any person requesting a copy of a recording must sign an agreement stating the copy being obtained is only to be used for the purpose(s) stated in the request. All requests for copies of a recording from anyone other than the involved officer or an agency supervisory/management authority, will be in writing and directed to the SMCSO. This request must be made at least 30 days in advance of the need in order to allow for review, processing and the time needed to create the copy. Any approved request will require a Video Recorder (MVR/BWC) Data Request Form (SMCSO Form #77) be completed by the requestor.

Complete Agreement

This MOU agreement represents the complete agreement between the SMCSO and SMCPs, pertaining to enforcement, investigative services, and special law enforcement services inclusive of the School Resource Officer Program, the Adopt-a-School Program, Handle with Care Program, and canine drug scanning of schools. This memorandum of understanding and partnership is formed to further enhance the safety and security of our schools and to protect the students, parents, and staff who use them. This agreement sets forth the entire understanding of the parties, and the provisions of this agreement may not be changed or modified except in writing signed by both parties. Any documents containing rules, policies or procedures, which are not in conflict, or have portions which are not in conflict, remain in force until replaced, modified or rescinded. If any part of this document is found to be in conflict with any law or decision of any Court of competent jurisdiction, that part, so in conflict, is null and void. However, all other parts of this document shall remain in full force.



J. Scott Smith, EdD
Superintendent, St. Mary's County Public Schools



Steven A. Hall
Sheriff, St. Mary's County