

SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING
Between the City of Umatilla Police Department and the Umatilla School District

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the City of Umatilla Police Department and the Umatilla School District effective April 1, 2024. The agreement replaces the previous MOU entered into September 1, 2020.

SECTION 1. PURPOSE

The MOU formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults. This MOU delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between the Umatilla School District and the City of Umatilla Police Department. The success of this program relies upon the effective communication between all involved employees, the principal of each individual Umatilla school, and other key staff members of each organization.

SECTION 2. TERM

The term of this MOU shall begin on April 1, 2024 and continue in perpetuity, unless terminated earlier as provided herein. The parties may revise this MOU only by written agreement or addendum hereto, which must be executed by both parties.

SECTION 3. MISSION, GOALS, AND OBJECTIVES

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning a Law Enforcement Officer employed by the City of Umatilla Police Department (hereinafter referred to as "SRO") to Umatilla School District facilities.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SRO Program include:

1. Reduce incidents of school violence.
2. Maintaining a safe and secure environment on school grounds.
3. Reduction of criminal offenses committed by juveniles and young adults.
4. Establish a rapport between the SRO and the student population.
5. Establish rapport between the SRO and parents, faculty, staff, and administrators

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Moreover, the SRO will establish a trusting channel of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO can serve as a confidential source of counseling for students and parents concerning problems they face as well as providing information on community resources that may be available to them.

SECTION 4. ORGANIZATIONAL STRUCTURE

A. **Composition.** The City of Umatilla Police Department shall assign one (1) full time law enforcement officer to serve as SRO. The City of Umatilla Police Department shall retain the exclusive right to exercise the customary functions of management. The SRO will be a certified Police Officer and meet all requirements as set forth by the Oregon Department of Public Safety Standards and Training. The Umatilla Police Department reserves the right to remove the SRO at any time if Police Department staffing levels fall below acceptable norms.

B. **Supervision.** The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Police Department. Responsibility for the conduct of the SRO, both personally and professionally, shall remain solely with the City of Umatilla Police Department. The SRO is employed and retained by the City of Umatilla Police Department and in no event will be considered an employee of the Umatilla School District.

The Police Department and the School District shall each name a contact person who will monitor the program. The Principal will designate a contact person for each school to facilitate communication.

SECTION 5. PROCEDURES

A. **Selection.** The SRO position will be filled per Police Department directives and selection process. The City of Umatilla Police Department will make the final selection of any SRO vacancy.

B. **SRO Program Structure.** The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference.

Under this framework, the SRO is first and foremost a law enforcement officer for the Umatilla Police Department. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control of the law enforcement agency. All acts of commission or omission shall conform to the guidelines of the Umatilla Police Department directives. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the

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responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

The SRO is not a formal counselor or educator and will not act as such. However, the SRO may be used as a resource to assist students, faculty, staff, and all persons involved with the school. The SRO can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SRO may use these opportunities to build rapport between the students and the staff. The Umatilla Police Department recognizes, however, that the Umatilla School District shall maintain full, final and plenary authority over curriculum and instruction in the School District, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Umatilla Police Department or its employees and the Umatilla Police Department and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

SECTION 6. DUTIES AND RESPONSIBILITIES

A. **SRO.** The responsibilities of the SRO will include but are not be limited to:

1. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Umatilla Police Department. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-school property or off-school property, during school hours.
2. Complete reports and investigate crimes committed on school property.
3. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the Umatilla School District. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances such as the need for safety. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
4. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional enforcement assistance on school property and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.

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5. The SRO will wear the Umatilla Police Department issued uniform with all normal accessories and equipment which includes a taser and firearm. The Umatilla Police Department may allow an exception to this rule at the discretion of the Chief of Police based on investigatory or policing needs.
6. The SRO shall be highly visible throughout the school property, yet be unpredictable in their movements. For officer safety reasons, the SRO shall not establish any set routine which allows predictability in their movements and their locations.
7. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the school property or involving students at school-related activities.
8. Comply with all laws, regulations and school board policies applicable to employees of the Umatilla School District, including but not limited to laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the SRO shall, under no circumstances, be required or expected to act or in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this agreement shall not be abridged and remain in full effect.
9. Provide information concerning questions about law enforcement topics to students and staff.
10. Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug/alcohol abuse prevention education and provide these presentations at the request of the school personnel in accordance with the established curriculum.
11. Prepare lesson plans necessary for approved classroom instruction.
12. Provide supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the SRO's agency supervisor and a school administrator.
13. The SRO shall attend school special events as needed. Upon request and approval by the Umatilla School District, any other expenses generated beyond the assigned workday (for example, school dances, football games, etc.) by the SRO or any other Umatilla Police Officer in his/her absence, will be billed to the Umatilla School District as they occur.
14. Attend law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize his/her absence from school on an instructional day.
15. Attend meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.

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16. The SRO will be familiar with all community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make referrals when appropriate.

17. It is the responsibility of the SRO to report schedule conflicts to the School District.

B. SRO SUPERVISOR. The responsibilities of the SRO supervisor include but are not limited to:

1. Coordinate work assignments of the SRO.
2. Ensure SRO compliance with Police Department directives.
3. Coordinate scheduling and work hours of the SRO's (Vacation requests, sick leave, etc.).
4. Work with the schools to make any needed adjustments to the SRO program throughout the school year.
5. Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the schools designated contact person during the evaluation process.

C. SCHOOLS. The responsibilities of the Schools will include but are not limited to:

1. The Umatilla School District shall provide the SRO with a private, appropriately furnished and climate-controlled office space at the High School that can be secured and is reasonably acceptable to the City of Umatilla Police Department. This shall include, but is not limited to, a desk with drawers, chair, filing cabinet for files and records which can be properly locked and secured, a telephone and computer.
2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals and objectives. Administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.
3. When school personnel discover weapons, drugs, alcohol, or the illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the Schools, the contraband shall be confiscated by the SRO according to Police Department policy and disposed of properly.
4. School personnel shall timely notify the SRO with the names of specific individuals who are not allowed on school property and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student.

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5. Work cooperatively with the Police Department to make any needed adjustments to the SRO program throughout the year.
6. Provide the Police Department with updated copies of all laws, rules, regulations and school board policies applicable to employees of the School, including but not limited to, laws, rules, regulations and policies regarding access to confidential student records and/or the detention, investigation and searching of students on school premises.

SECTION 6. ENFORCEMENT

Although the SRO has been placed in a formal educational environment, they are not relieved of the official duties as an enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Oregon state law and department policy. The SRO and the Umatilla Police Department will have the final decision on whether criminal charges shall be filed.

The Umatilla Police Department will reserve the right to temporarily remove the SRO in the event that additional officers are needed for whatever reason to meet staffing levels.

SECTION 7. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon seven (7) day's written notice to the other party.

SECTION 8. HOLD HARMLESS

1. In accordance with the Oregon Constitution and the Oregon Tort Claims Act, subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other including its officers, agents, and employees against all claims, demands, actions and suits (including all attorney fees and cost) arising from the indemnitors performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
2. The Umatilla School District and the City of Umatilla Police Department mutually covenant and agree that neither party will insure the actions of the other and each party will assume its own responsibility in connection with any claims made by a third party against the City of Umatilla Police Department and/or the Umatilla School District subject to the provisions of paragraph 1.

SECTION 9. NOTICE

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by email. If hand-delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective

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three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

Superintendent Heidi Sipe

Chief Ronald Bridge

Umatilla School District

Umatilla Police Department

1660 6th Street

300 6th Street

Umatilla, Oregon 97882

Umatilla, Oregon 97882

sipeh@umatillasd.org

Ronald.Bridge@umatilla-city.org

This agreement encompasses the entire agreement of the parties and may not be modified or changed in any way except by written document signed by all the parties hereto. Any provision of this agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this agreement and the remaining provisions of this agreement shall remain in full force and effect. This agreement shall be executed in two (2) originals with each party retaining an original.

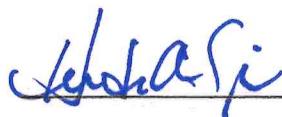
IN WITNESS WHEREOF, the parties have adopted this agreement by its governing bodies and this agreement has been signed by the authorized officials of each party:

Superintendent Heidi Sipe

Chief Ronald Bridge

Umatilla School District

Umatilla Police Department



4-10-2024

Signature

Date



4-3-24

Signature

Date