

MEMORANDUM OF UNDERSTANDING
BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY
AND
THE CITY OF BOWIE POLICE DEPARTMENT
AND
THE CITY OF GREENBELT POLICE DEPARTMENT
AND
THE CITY OF HYATTSVILLE POLICE DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 1st day of July 2021, by and among Prince George's County, Maryland, a body corporate and politic (hereinafter referred to as "the County"), the Board of Education of Prince George's County ("Board") on behalf of the Prince George's County Public School System ("PGCPS"); the City of Bowie on behalf of the Bowie Police Department; the City of Greenbelt on behalf of the Greenbelt Police Department, and the City of Hyattsville, Maryland on behalf of the Hyattsville Police Department; (all collectively referred to hereinafter as "the Departments" or "POLICING AGENCIES"). The County, the Board and the Cities of Bowie, Greenbelt and Hyattsville shall be referred to individually as the, "Party" and collectively the "Parties."

WHEREAS, the Parties wish to enter into a memorandum of agreement to advance the public interest of providing a safe learning environment for students, parents, school administrators, faculty and staff; and

WHEREAS, the Cities provide for the establishment of the POLICING AGENCIES to be responsible for the preservation of the public peace, prevention of crime, protection of the rights of persons and property and enforcement of laws and the rules and regulations made in the furtherance thereof; and

WHEREAS, the POLICING AGENCIES and Board have a common interest in the following:

- Promoting 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;
- Promoting partnership and rapport with students and staff in an effort to reduce incidents of student arrests on school campus;
- Developing positive law enforcement relationships with students and their families; and

WHEREAS, the POLICING AGENCIES' officers are trained in current law enforcement techniques, have completed a course of training prescribed by the Maryland Police and Corrections Training Commission (MPCTC), are certified law enforcement officers under Maryland Law, and have officers specifically trained as School Resource Officers (SRO);

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. DEFINITION.

1. A "Body Worn Camera" is a camera worn on an officer's person that records the interaction, audio and video, between an officer and civilians and/or students.
2. A "PGCPS site" shall mean any school or office location in which school or school system business is conducted.
3. A "SRO" shall be a sworn police officer who is trained and assigned to a PGCPS public school to implement the Roles and Responsibilities of the POLICING AGENCIES as set forth in this MOU in an effort to foster transparency and accountability.

B. MISSION.

The Parties enter into this MOU for the purpose of establishing and improving the School Resource Officer Program, defining specific duties and responsibilities, and establishing a working protocol for exchanging information and addressing matters of concern cooperatively with the goal of maintaining and enhancing a safe and secure learning environment for students, staff, and the PGCPS school community within Prince George's County, Maryland. The parties agree that:

1. The vast majority of student misconduct is best addressed through classroom and in-school strategies that maintain a positive learning environment and afford students opportunities to learn from their mistakes, correct any harm that results from their behavior, and restore relationships that are disrupted by their conduct; and
2. The parties will work together to promote safe, inclusive, and positive learning environments and exercise discretion and judgment in responding to PGCPS school-based incidents.

C. OBLIGATIONS OF THE PARTIES.

During the term of this MOU the Parties shall perform such obligations which are set forth in Attachment A entitled "Roles and Responsibilities" which is incorporated herein by reference.

D. TERM.

The term of this MOU shall begin on July 1, 2021 and end on June 30, 2024, unless sooner terminated in accordance with this MOU. The continuation of this MOU beyond the end of the

fiscal year in which it is executed, and any subsequent fiscal years during which this MOU is in effect, shall be contingent upon the availability of funding for the applicable fiscal year.

E. TRAINING.

- a) SROs shall complete all required training as established by the Maryland Center for School Safety.
- b) SROs shall participate with Board security staff in annual trainings provided by the Board.
- c) SROs shall collaborate with administrators at their assigned school sites to identify and implement training programs for PGCPs staff and the POLICING AGENCIES.
- d) Each SRO shall be provided a copy of the assigned school site's Emergency Plan, which shall include the school's formalized plan for active assailant response techniques. The Parties shall review the Emergency Plan at least annually, and collaborate to conduct annual training for the implementation of the Emergency Plan.

F. BODY WORN CAMERAS.

1. Use of Body Worn Cameras

- a. Pursuant to paragraph b below, SROs shall wear and use Body Worn Cameras consistent with the respective POLICING AGENCIES' standard operating procedures and general orders in the following instances:
 - i. While on duty and on the property of a PGCPs site either as an SRO or in the event a police officer not assigned to a school as an SRO is called to a PGCPs site for an emergency;
 - ii. During overtime at a PGCPs site;
 - iii. During secondary employment activities at a PGCPs site or sites rented by PGCPs such as graduations, off-site school activities and athletic events.
- b. Body Worn Cameras shall be turned on at a PGCPs site upon taking any police action. For the purposes of this MOU "Police Action" includes:
 - i. initiating arrests,
 - ii. conducting searches for weapons and drugs,
 - iii. investigative encounters with witnesses on the scene of a crime,
 - iv. assaults,
 - v. conducting an investigation to record witness and victim statements on the scene of a crime,

- vi. responding to traffic stops while directing traffic at PGCPS sites or events,
- vii. conducting body or vehicle searches, and
- viii. vehicle or foot pursuits.

2. Procedures for the Use of Body Worn Cameras

Upon taking Police Action, a SRO will inform civilians when they are being recorded

- a. When taking any police action on properties belonging to, rented or leased by PGCPS.
- b. Except where doing so would be unsafe or impracticable, SROs shall notify the subject(s) of the Police Action that they are being recorded.

3. Prohibited Uses of Body Worn Cameras

Unless taking Police Action, SROs shall not activate Body Worn Cameras in the following circumstances:

- a. Conducting regular patrolling inside PGCPS sites and on school grounds;
- b. During interactions with PGCPS staff and students in which Police Action is not being taken;
- c. During observations of administrative disciplinary action for which the SRO is not being requested to take Police Action;
- d. Providing PGCPS school staff assistance with traffic safety and enforcement activities before and after school;
- e. When taking the statement of a PGCPS staff member, student or family member who is a victim or witness who refuses to cooperate unless recording ceases and in the officer's discretion, the need for cooperation from the person outweighs the need to record the information. SROs shall document the cessation of recording pursuant to POLICING AGENCIES' requirements;
- f. Inside student or staff locker room or bathroom facilities; and
- g. Inside classrooms unless police action is being taken.

4. PGCPS Responsibilities

PGCPS shall be responsible for informing students, staff and stakeholders regarding the use of Body Worm Cameras by SROs by:

- a. Posting signage in visible locations throughout PGCPs sites notifying the public that they may be video and audio recorded on the premises; and
- b. Updating the Student Rights and Responsibilities Handbook to notify students that SROs shall have the authority to use Body Worn Cameras at PGCPs sites and consistent with the terms of this MOU.

5. Record Retentions and Public Information Requests

- a. Any Body Worn Camera footage recorded at a PGCPs site shall be the sole property of the POLICING AGENICIES and shall not under any circumstances be maintained by PGCPs or be considered part of any student’s educational records.
- b. Any requests to view, obtain or copy Body Worn Camera footage shall be submitted by the requesting party as a Maryland Public Information Act (“MPIA”) request to the POLICING AGENICIES’ respective office and shall not be directed to PGCPs.
- c. The POLICING AGENICIES and PGCPs shall collaborate

G. TERMINATION FOR CONVENIENCE.

Any party may terminate this Agreement by giving to the other party written notification thereof at least thirty (30) days prior to termination.

H. COMPENSATION.

The POLICING AGENICIES and County shall be responsible for compensating SROs assigned to school sites. The County shall pay to the POLICING AGENICES the amount of Eighty Thousand Dollars (\$80,000.00) per fiscal year for the term of this Agreement in consideration of the POLICING AGENICIES assignment of one (1) officer to serve the following schools on a full-time basis.

| PGCPs Site | Assigning Police Department | Governmental Agency |
|---|------------------------------------|----------------------------|
| Eleanor Roosevelt High School | Greenbelt Police Department | City of Greenbelt |
| Northwestern High School | Hyattsville Police Department | City of Hyattsville |
| Bowie High School and Bowie High School Annex** | Bowie Police Department | City of Bowie |

****Bowie Police Department shall assign two (2) officers to Bowie High School and the Bowie High School Annex. The County shall only be responsible for compensating for one officer at this site pursuant to terms above.**

The County shall pay the respective Cities for services rendered not less than thirty (30) days after receipt of a proper invoice containing the signature of an authorized representative of the Board confirming receipt of the services invoiced. The maximum payable to each City under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000.00) per fiscal year per officer, subject to the availability of funding.

I. DOCUMENTATION AND RECORD KEEPING.

To the extent permitted by law, the Parties shall share information necessary to facilitate investigations, gather required data for reporting to local, state and federal government agencies and improve the effectiveness of school safety measures.

The Parties shall maintain documentation as necessary to prove that they are meeting their obligations under this Agreement and such other standards as apply. Documentation shall be maintained for a period of three (3) years after the termination of this Agreement. At any time during normal business hours, and as deemed necessary by the Board, the Parties shall make available to upon request any such documentation.

J. CRIMINAL BACKGROUND CHECK.

1. The POLICING AGENCIES shall ensure that SROs performing duties under this MOU have had fingerprint background checks, CPS clearance checks and training for reporting of suspected abuse and neglect as a condition of being hired as an SRO. This requirement may be satisfactorily met through the POLICING AGENCIES'S pre-employment qualification process. Violation of this provision may result in Termination for Cause.

2. Restrictions on Employee Assignments

POLICING AGENCIES is prohibited from assigning the following persons from working at a PGCPs location:

- a. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- b. Individuals convicted of a crime involving third or fourth degree sexual offense under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- c. Individuals identified as an alleged abuser or neglecter following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

K. STUDENT'S EDUCATION/MEDICAL/PSYCHOLOGICAL RECORDS/CONSENTS.

The Parties acknowledge their respective responsibilities to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (FERPA) (34 CFR §99), The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by the Board, if applicable.

1. Under FERPA an **“education record”** is defined as records that are directly related to a student and are maintained by an educational agency or institution or by a party acting for the agency or institution. Education records containing Personally Identifiable Information of students.
2. **Personally Identifiable Information (PII)** includes any information that can be associated with or traced to any individual, including an individual’s name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users.
3. **Disclosure of Education Records:** Educational records shall not be disclosed without required consent of PGCPs parents/guardians unless an exception to the consent requirement under FERPA applies.
4. **Law Enforcement Unit Records:** Law Enforcement Unit records are records created by a law enforcement unit, for a law enforcement purpose, and maintained by the law enforcement unit. Such records are not considered “education records”, are not subject to the requirements of FERPA, and may be released subject to school and/or POLICING AGENCIES policy or state/federal law. 34 CFR §99.8.
5. **Health and Safety Exception:** Pursuant to FERPA’s “health and safety exception”, PGCPs shall disclose PII and/or education record information to POLICING AGENCIES where such disclosure is necessary to protect the health or safety of the PGCPs student or other individuals where there is an actual, impending or imminent emergency or threat. Disclosure without consent under this exception shall be limited only to the period of the emergency and to such education records and/or PII necessary to address the emergency situation.
6. **School Officials:** Pursuant to FERPA a “school official” is an individual who is permitted to obtain education records where the school official has a legitimate educational interest in obtaining the education records. The Parties agree that for purposes of this MOU the POLICING AGENCIES employees are not considered “school officials.”

L. CONFIDENTIALITY.

The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event

may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

Any confidential information provided by PGCPS to POLICING AGENCIES, including all copies thereof must be used by POLICING AGENCIES only as provided for by this Agreement and only for the purposes herein described. POLICING AGENCIES agrees to return to PGCPS all such information within fifteen (15) days of the expiration of termination of this Agreement.

M. PROTECTION OF STUDENT RECORDS.

POLICING AGENCIES and its affiliates or subcontractors, at their expense, have a duty to and shall protect from disclosure any and all student records which they come to possess or control pursuant to this Agreement, wherever and however stored or maintained, in a commercially reasonable manner in conformance with current industry standards.

POLICING AGENCIES or its affiliates or subcontractors shall implement and maintain a comprehensive data – security program for the protection of student records whether the records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of student records, and information of a similar character, as set forth in all applicable federal and state law and written policy of PGCPS or the Maryland State Board of Education (“MSBE”) concerning the confidentiality of student records. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access, and transportation of data containing student records;
2. Reasonable restrictions on access to records containing student record information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to student records, including but not limited to passwords; and
5. Encryption of student records that are stored on laptops, portable devices, or being transmitted electronically

The POLICING AGENCIES shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard student records in the same manner as provided for in this Section. Nothing in this Section shall supersede in any manner POLICING AGENCIES’S or its affiliate’s obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the POLICING AGENCIES as a service provider to PGCPS.

N. DATA DISSEMINATION.

For purposes of publicity, advertising, or news release in any form of medium, the parties shall confer with one another regarding the time, manner and content of appropriate data dissemination, results of studies or reports, or other materials, and consent to such dissemination, provided that such consent shall not be unreasonably withheld by either party.

O. MUTUAL INDEMNIFICATION AND WAIVERS.

Neither party shall assume any obligation to indemnify, hold harmless, pay attorneys' fees or damages that may arise from or in any way be associated with the performance or operation of this agreement. Furthermore, liability of the Board and PGCPs or the POLICING AGENCIES shall be governed by the terms and provisions of Md. Courts and Judicial Proceedings Cod Ann. § 5-518 and the applicable Tort Claims Act, respectively. This provision shall not be construed as a waiver of either party's rights under the doctrine of sovereign immunity.

Without affecting any other rights or remedies, the Parties each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective insurance carriers waive any right to subrogation that such companies may have against either Party, as the case may be, so long as the insurance is not invalidated thereby.

This term shall survive the termination of the MOU.

P. APPLICABLE LAW.

This MOU shall be construed according to Maryland law and subject to the jurisdiction of its courts. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be filed in a court of competent jurisdiction in Prince George's County, MD.

Q. PROFESSIONALS.

All SROs shall be certified as police officers in Maryland. Any permanently assigned SRO shall have received certification from the basic SRO course or be scheduled to receive said training by the start of the school year following his/her placement at a school.

R. NON-DISCRIMINATION

The parties agree that no person shall be subjected to discrimination on the basis of actual or perceived personal characteristics, including race, ethnicity, color, ancestry, national origin, religion, immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/parental status, marital status, age, physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations in the performance of the parties' respective duties, responsibilities, and obligations under this agreement.

S. ENTIRE AGREEMENT.

This MOU constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

T. INTERPRETATION.

The Agreement shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions. Any heading of the paragraphs in this MOU is inserted for convenience and reference only and shall be disregarded in construing or interpreting this MOU.

U. SEVERABILITY.

Each provision of this MOU shall be deemed a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of the MOU, which shall remain in full force and effect.

V. MODIFICATIONS AND AMENDMENTS.

Any and all modifications to the terms of this Agreement must be by a written amendment, signed and approved by all parties. This Agreement may be amended at any time by mutual consent; however, this Agreement shall be reviewed on a biannual basis to determine if its terms require an update due to changes in law or circumstances. If it is determined that changes in law or circumstances require an amendment to this Agreement, the parties will engage in good faith negotiation of an amendment.

W. ASSIGNMENT.

This Agreement shall be binding upon the parties hereto and their successors and assigns, except that neither shall assign their rights, duties or responsibilities set forth in this MOU without the express written consent of the other party.

X. NOTICE PROVISIONS.

Notices shall be deemed sufficient when given by certified mail, return receipt requested to the following addresses, which may be revised by the parties by written notice:

For the Department:

Chief of Police
7600 Barlowe Road
Palmer Park, MD 20785

With copies to:

County Attorney
Office of Law, Room 5121
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772

For the City of Bowie:

For the City of Greenbelt:

For the City of Hyattsville:

For the Board of Education:

Chief Executive Officer
Prince George's County Public Schools
14201 School Lane
Upper Marlboro, MD 20772

With copies to:

Office of General Counsel
Prince George's County Public Schools
14201 School Lane
Upper Marlboro, MD 20772

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IN WITNESS WHEREOF, the undersigned agree to be bound by the terms and conditions of this Contract.

PRINCE GEORGE'S COUNTY, MARYLAND

Witness

Tara Jackson
Chief Administrative Officer

CITY OF BOWIE

Witness

NAME
TITLE

CITY OF HYATTSVILLE

Witness

NAME
TITLE

CITY OF GREENBELT

Witness

NAME
TITLE

**PRINCE GEORGE'S COUNTY, MARYLAND
PUBLIC SCHOOLS**

Witness

Monica E. Goldson, Ed.D.
Chief Executive Officer

PRINCE GEORGE'S COUNTY

POLICE DEPARTMENT

Witness

Malik Aziz
Chief of Police

Witness

NAME
Director of Public Safety

Signed for Legal Sufficiency:

Prince George's County
Office of Law

Prince George's County Public Schools
Office of General Counsel

ATTACHMENT A: ROLES AND RESPONSIBILITIES

DELINEATION OF DUTIES

I. Roles and Responsibilities of the Board via Principals, Administrators and Teachers.

The principal is responsible for administering and supervising the total school program, including the safety and security of student and staff and providing educational leadership for the students and staff consistent with the educational goals of the community. In the event that a student misbehaves, the principal or his/her designee will be the primary source of administrative disciplinary consequences and intervention pursuant to the PGCPS Student Rights and Responsibilities.

Whenever possible, the SRO and PGCPS security personnel will work with the principal when responding to school-based incidents involving students, and will work together to de-escalate those incidents. Principals or their designees will make every effort to notify an SRO responding to a school-based incident if any student involved is a student with disabilities, limited English proficiency or other special needs, and therefore, may require special treatment and accommodation in addressing the incident at issue.

1. Principal and staff shall be responsible for classroom and student discipline;
2. Principal and staff shall be responsible for enforcement of PGCPS rules policies and procedures;
3. Principals also should meet on a quarterly basis with their Police Commanders or their designees to provide feedback on their SROs.
4. Both parties must agree to meet at a mutually agreeable time upon request to address issues that may have arisen out of the performance of this Agreement.
5. Principal will follow PGCPS Students' Rights and Responsibilities Handbook, policies, administrative procedures and state law in application of student discipline, and
6. Principal will communicate with the SRO should any situation evolve or reveal itself to be a life threatening or law enforcement matter.

II. PGCPS Security Personnel.

A. Personnel

1. The PGCPS Security Staff are PGCPS employees and is comprised of the Investigator Counselor Lead (ICL), the Investigator Counselor (IC) and the Security Assistant (SA) are assigned to PGCPS schools to assist school administrations in maintaining a safe and secure learning atmosphere for staff and students.

- a. **Investigator Counselor Lead** – is a sworn officer with arrest authority; applies specialized knowledge and abilities in the investigation and detection of criminal and quasi-criminal activity on school property; and assists school administrations in maintaining a safe and secure learning atmosphere for staff and students. A major job responsibility includes supervision and leadership of the security team. In cooperation with the principal or designee, the the ICL or designee, assists in controlling access to buildings and grounds by unauthorized persons and in assuring that students report to their assigned instructional areas.
- b. **Investigator Counselor** - is a sworn officer with arrest authority; applies specialized knowledge and abilities in the investigation and detection of criminal and quasi-criminal activity on school property; and assists school administrations in maintaining a safe and secure learning atmosphere for staff and students. Assists in controlling access to buildings and grounds by unauthorized persons and in assuring that students report to their assigned instructional areas.
- c. **Security Assistant** - is responsible for maintaining a safe, professional and customer service orientated environment in greeting and receiving visitors at their designated location. Detects weaknesses in building security such as faulty locks, broken windows and inadequate lighting. Maintains a high visibility posture within the school and/or school property to discourage illegal or disruptive acts from occurring.

B. Duties of the security staff:

- 1. The ICL and/or IC will investigate incidents on school property and prepare written reports for administrative purposes.
- 2. The ICL and/or IC will advise the principal on all school security-related matters.
- 3. All security staff must maintains a high profile to discourage disruptive acts.
- 4. All security staff will provides surveillance of suspected problem areas.
- 5. The ICL and/or IC will provide day-to-day supervision and leadership of the security assistant(s) and provide guidance and assistance to them in the more difficult situations.
- 6. IC Lead and/or IC will assist the administration with staff and student safety awareness programs.
- 7. IC Lead and/or IC will act as a liaison between the school administration and emergency service agencies.
- 8. IC Lead will supervise security staff assigned feeder schools with security problems.
- 9. If an SRO has probable cause to make an arrest, the SRO has the final authority to proceed with the arrest and formal charging of the offender. If an SRO makes a formal

arrest, they shall notify their immediate supervisory and the school's principle, or their designee, of the circumstances of the arrest.

III. Roles and Responsibilities of the POLICING AGENCIES.

- A. School Resource Officer (SRO) is a sworn uniformed law enforcement officer trained in emergency preparedness, crisis management, community policing concepts, and problem solving who is assigned to work as a liaison to PGCPs for law enforcement purposes. SROs will participate in PGCPs Security Services annual in-service training provided by PGCPs.
- B. Duties of SRO:
1. The SROs will assist school staff in enhancing safety inside their assigned schools and serve as a liaison between his/her agency and PGCPs officials for school and police-related concerns and incidents.
 2. The SRO will present visible presence and serve as a positive role model for students.
 3. The SRO will assist in fostering amiable working relationships between law enforcement, staff and students.
 4. The SRO will build positive relationships with students in accordance with AP 4218 and AP 4219.
 5. The SROs will assist in calls for service at their assigned schools and be cognizant of incidents occurring around their schools.
 6. The SRO will conduct appropriate initial investigations and complete appropriate documentation of such investigations including arrest reports, citations, and court reports.
 7. The SRO will make themselves available to assist the ICL in submission of evidentiary property, such as drug evidence submissions and weapons.
 8. Unless there are extenuating circumstances, such as rumors of a fight or some other serious event, the SRO will patrol the school and the school grounds on a random schedule. (Personnel other than SROs should staff assignments to stationary or fixed posts on school grounds.)
 9. The SROs will act as a resource and assist with emergency preparedness, to include participating in lock-down, shelter in place, and evacuation drills, as well as safety awareness education to the high school population age groups.

10. The SROs will serve, as a point of contact to deliver law enforcement programs such as crime prevention, conflict resolution and mediation, drug and alcohol awareness, anti-bullying, violence prevention, gang awareness, and community relations and outreach.
11. The SROs will maintain contact with beat officers who patrol the area around their schools for the purpose of sharing information and generating discussions pertaining to community concerns.
12. SROs will assist with traffic safety and enforcement activities in and around their assigned school areas.
13. When needed and available, the SROs will coordinate assistance at major school events such as athletic events, large dances, or other activities.
14. SROs will coordinate familiarization training ("walkthroughs"), to include review of the schools' emergency response plan/procedures, for responding officers within their district. These walkthrough trainings will be coordinated with school administration.
15. SROs will not be used to enforce PGCPS policies, rules, regulations, and/or procedures.
16. SROs will ensure that visitors respect student privacy and minimize disruption to the school day and classroom instruction.
17. Under circumstances where there is safety concerns for students, staff, or the arrestee, the SRO, or other sworn members of the police department will provide transport from the schoolhouse to the appropriate processing location.
18. SROs will acknowledge the authority of the principal, as the administrator of the school, at all times as to matters within the scope of his/her authority.
19. The use of force by a SRO will be done in a reasonable manner in accordance with the Department's Use of Force General Order. Any use of force by the SRO will be investigated by the Department according to regulations. The SRO should be familiar with PGCPS's Student Safety Administrative Procedures,¹ which are attached to this MOU for reference.

¹ Relevant PGCPS Administrative Procedures (AP) included in this MOU are

- AP 0500 – School Visitors;
- AP 4170 – Discrimination and Harassment;
- AP 4215 – Criminal History Checks;
- AP 4216.6 – Volunteers;
- AP 4221 – Employee and Adult Use of Student Restrooms, Locker Rooms and Designated Changing Areas;
- AP 5142 - Gangs, Gang Activity and Similar Destructive or Illegal Behavior;
- AP 5143 – Bullying, Harassment and Intimidation;
- AP 5144 – Cooperation with Law Enforcement;
- AP 5145 – Reporting Suspected Child Abuse and Neglect;
- AP 10101 – Students' Rights and Responsibilities

C. SRO Duty Hours, Leave, School Closings:

1. The SRO should be on-duty in their assigned school one half (1/2) hour before the student day begins and remain on duty in their assigned school until one half (1/2) hour after the student day ends to be available for the arrival and dismissal times of students. The SRO must get the permission of his immediate supervisor if the SRO is not going to be at the school during arrival and dismissal times, and notify the principal. The immediate supervisor or commander will make every reasonable effort to assign another available officer under their command to handle the vacated assignment.
2. The SRO will notify the principal or appropriate school administrator and their supervisor anytime that they are away from the school (court, in-service, etc.)
3. In the event the SRO has pre-approved leave, the SRO will promptly notify the principal or designated point of contact from the assigned school of their pending absence.
4. On administrative and staff days when students do not report to school, SROs shall attend and be present for all faculty meetings and activities if so requested.

D. SRO Supervisors:

1. At no time shall the Principal supervise an SRO as the POLICING AGENCIES retains control and supervision over the SROs.
2. Each involved law enforcement agency will appoint a designated supervisor for its respective SROs. An SRO roster, including supervisor(s), shall be provided to PGCPS on an annual basis, preferably before the start of each school calendar year, or as needed if personnel should change. This list should include current contact information; i.e., work cell/office telephone numbers and an e-mail address for each SRO and supervisor.
3. Shall provide each principal with the name and contact information of the Police Commander; Supervising Officer and all SROs assigned his/her School.

- E. The POLICING AGENCIES will coordinate training within the SRO Program, attend meetings with PGCPS principals and/or administrators, and act as the point of contact for the Prince George's County Police Department and PGCPS to assist with resolving any conflicts or matters of concern.