

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

## **Memorandum of Understanding Between the Broken Arrow Police Department and Broken Arrow Public Schools - Campus Security**

Broken Arrow Public Schools (BAPS) and the Broken Arrow Police Department (BAPD) hereby enter into the following inter-local agreement pursuant to 74.0. S. §1001. BAPS will provide security services to create a safe environment for school children and employees working in conjunction with BAPD off-duty and/or on duty officers. This agreement identifies the responsibilities of both parties and level of cooperation.

The parties believe that by adding BAPS security to the campuses that both agencies will benefit when responding to traffic management, an active threat and/or the day to day safety, and/or security issues that occur at schools. With the permission of BAPD, BAPS can direct traffic streets adjacent to school property before and after school or during special district events. In no event shall BAPS perform any law enforcement action pertaining to the direction of traffic on said streets. BAPS primary purpose is to provide security services to the school sites in an effort to provide a safer environment. BAPS will provide assets (human or physical) to BAPD in matters of emergency management, officer training or in matters where BAPD request the assistance as it pertains to school property or events. That the parties, acknowledge that BAPD shall assume no liability for training the BAPS and BAPD is not responsible for any particular curriculum taught to BAPS. BAPS shall solely decide which, if any, training courses to attend at BAPD and shall employ all teachings at their own legal risk and pursuant to BAPS policy. Furthermore, the parties herein agree that neither party owes a legal duty to the other under this agreement.

BAPS will require the same level of training for district campus security employees that is required of BAPD officers that may serve the school district as off-duty officers working as security. To maintain a high level of competency and collaboration BAPD will provide access to BAPS security officers on site CLEET training, firearm qualifications and all other training that is deemed mutually beneficial for both parties. BAPS will be responsible for obtaining BAPD training schedule and coordinating with BAPD to obtain state required training. There is no requirement that BAPS train exclusively with BAPD and this agreement is made solely for the convenience and mutual benefit of the parties. BAPS will be responsible for all costs associated with training accrued by the BAPD to provide these services to BAPS staff, such as additional educational materials or ammunition that may be required. The district reserves the right to determine whether funding is available to participate in any training events. The district also reserves the right to determine when Broken Arrow School Facilities can be utilized for BAPD training. Each party holds the other party harmless regarding any accidental injury or workman's comp claim(s) that may occur while training on BAPD or BAPS property. It is understood by all parties that district campus security employees are not police officers, and have no such authority. The campus security may wear safety equipment or uniforms, which provide for appropriate recognition and protection of the campus security functions, but shall not wear any item that attempts to wrongly identify the campus security as a Broken Arrow police officer.

BAPS will coordinate either through the Executive Director of Student Services or Campus Security Coordinate with BAPD school liaison held by the Patrol Division Major position on all events that are perceived as a safety threat to school students and/or staff. BAPD will provide a liaison to schools assigned to the Patrol Division Major, to communicate with BAPS officials pertaining to information that maybe pertinent in preserving a safe environment for students and staff. If the responsibilities of the liaison changes or the responsibility is assigned to another position, BAPD will notify BAPS in an effort to keep a line of communication open between both agencies. If BAPS change the responsibilities of either position, they will provide proper notice to BAPD to keep the line of communication open between both agencies.

All personal property acquired by BAPS in the Implementation of this program shall be the sole and separate property of BAPS, acquired, held and disposed of at its sole discretion.

This agreement shall be governed by the laws of the State of Oklahoma.

Approved as to Form:

*Trevor Dennis*

Assistant City Attorney

Broken Arrow Police Department

*Bramson C Berryhill*

Chief of Police

*Curtis Green*



President, Board of Education

Broken Arrow Public Schools

State of Oklahoma )

)ss.

County of Tulsa )

LB

The foregoing Instrument was executed before me this \_\_\_\_ day of \_\_\_\_ by

\_\_\_\_ the Board President of Broken Arrow Public Schools.

Witness my hand and the official seal affixed the day and year first above written:

\_\_\_\_\_  
Notary Public

My commission no and expiration

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Trevor Dennis

Brandon C Berryhill

Chief of Police

Curtis Green



LB

)ss.

County of Tulsa )

\_\_\_\_\_ the Board President of Broken Arrow Public Schools.

Notary Public

My commission no and expiration