

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BROKEN ARROW AND BROKEN ARROW INDEPENDENT SCHOOL DISTRICT NO. 3

This Memorandum of Understanding ("MOU") is entered into on the dates subscribed below, the last of which is the effective date of this MOU between the City of Broken Arrow and Independent School District No. 3 of Tulsa County, Oklahoma, commonly known as the Broken Arrow Public Schools.

WHEREAS, the City of Broken Arrow, an Oklahoma municipal corporation, and Independent School District No. 3 of Tulsa County, Oklahoma, an independent school district and political subdivision located in Tulsa County, Oklahoma, desire to enter into this MOU for the purposes stated herein.

WHEREAS, all obligations of the respective parties will be funded from their respective current revenues;

NOW THEREFORE, for the mutual covenants and considerations stated herein, the parties agree as follows:

DEFINITIONS

In this Agreement, the following terms and/or acronyms have the meaning set out below:

1. **BASD:** Independent School District No. 3 of Tulsa County, Oklahoma;
2. **CITY:** The City of Broken Arrow, Oklahoma;
3. **CROSSING GUARDS:** School crossing guards for those schools comprising Independent School District No. 3 of Tulsa County, Oklahoma and located within the corporate limits of the City of Broken Arrow; and
4. **DEPARTMENT:** Broken Arrow Police Department of the City of Broken Arrow;
5. **DEPARTMENT SUPERVISOR:** Broken Arrow Police Department staff member supervising School Resource Officers;
6. **DIRECTOR:** The Director of Safety and Security for Independent School District No. 3 of Tulsa County, Oklahoma;
7. **SCHOOLS:** Those school sites owned and operated by Independent School District No. 3 of Tulsa County, Oklahoma and located within the corporate limits of the City of Broken Arrow;
8. **SCHOOL SECURITY PERSONNEL:** Campus security personnel employed by Independent School District No. 3 of Tulsa County, Oklahoma.
9. **SRO:** School Resource Officer(s) employed by the City of Broken Arrow and assigned by the City of Broken Arrow to one or more of the school sites owned and operated

by Independent School District No. 3 of Tulsa County, Oklahoma and located within the corporate limits of the City of Broken Arrow;

SECTION I

SCHOOL RESOURCE OFFICERS

The CITY, through its DEPARTMENT, shall provide the following services in SCHOOLS by the assignment of DEPARTMENT police officers to SCHOOLS as SROs. In furtherance thereof, the CITY, DEPARTMENT, AND BASD agree as follows:

1. SROs will provide a positive role model to students and maintain good relations with the SCHOOL community, which may include providing students and BASD staff information in response to questions about law enforcement topics; providing classroom instruction/lesson plans on topics such as alcohol and drug education and general safety and crime prevention education to build rapport with students and BASD staff.

2. SROs will provide information in the form of counseling to students and parents to help find solutions to school attendance or criminal behavior problems. In providing this service, the parties to this Agreement agree that The National Association of School Resource Officers triad of SRO responsibility shall serve as the model. The SRO should be looked at as a resource to which the SCHOOL community can turn. As such, the SRO fulfills three roles by using a triad approach. The officer acts as a law enforcement officer, an informal counselor, and a law-related presenter. As a law enforcement officer, the primary purpose is to "keep the peace." As an informal counselor, the SRO provides resource guidance to students, parents, teachers, and staff and act as a link to support services both inside and outside the SCHOOL. As a law-related presenter, the SRO will share special law enforcement expertise through presentations in the classroom to promote a better understanding of our laws. Furthermore, the SRO also serves as a positive role model for the students on campus during school hours and off campus during extracurricular activities.

3. SROs will interact with students on a non-punitive and positive basis during contacts in the halls, lunchrooms, school grounds, and special events.

4. SROs will assist BASD with the maintenance of order and safety in SCHOOLS by enforcing laws; intervening in disruptions; gathering information to assist with crime reduction at SCHOOLS and the surrounding areas; and engaging in crime prevention activities, including, but not limited to, efforts to prevent drug and alcohol abuse; gang organization and activity; violence; and threats of violence.

5. SROs will respond to calls for police assistance from SCHOOLS and BASD personnel.

6. SROs will enforce traffic laws in areas surrounding SCHOOLS.

7. When not performing an otherwise required duty that causes an SRO to be out of the SRO's regularly assigned area (and when not on an authorized break), SROs will maintain a high state of visibility on and around school campuses by: (a) Remaining in their

assigned area; (b) Being visible in and around schools before school, during assemblies, lunch periods, and after school; and (c) Routinely patrolling school halls, lunchrooms, and school parking lots for the purpose of preventing criminal activity.

8. SROs shall work with BASD principals and SCHOOL SECURITY PERSONNEL in their assigned schools and will be considered a school official for purposes of FERPA ("Family Educational Rights and Privacy Act"), 20 U.S.C. § 1232g.

9. SROs will keep the DIRECTOR advised of their schedules, of incidents that require SRO response, and the disposition of those incidents in a manner similar to that used with police communications.

10. SROs will not be used to enforce BASD rules or policies for students and staff and will not be assigned to a stationary post, such as a hall, lunchroom, or parking lot monitor except as determined to be necessary to prevent criminal activity and with the approval of the DEPARTMENT SUPERVISOR.

11. BASD staff will handle minor violations and disruptions without SRO intervention or action, except when: (a) BASD staff is requested to seek SRO intervention or action by the DIRECTOR or a BASD administrator; (b) SRO intervention or action is requested by the complainant or parent in a criminal violation; or (c) An SRO is required to take action by law or DEPARTMENT policy and procedures. SROs shall be fully authorized to investigate incidents at SCHOOLS to determine if any of the above apply.

12. DEPARTMENT will be responsible for the necessary training for SROs. The DEPARTMENT shall provide all equipment regularly provided by the DEPARTMENT for its officers in conducting their duties as peace officers. The DEPARTMENT SUPERVISOR will provide the DIRECTOR annually with documentation of completion of required school-related training(s) for all assigned SROs.

13. SROs shall remain employees of the DEPARTMENT and will comply with all policies and procedures of the DEPARTMENT in the exercise of their duties and responsibilities. SROs shall be subject to the employment guidelines, personnel rules, policies, procedures, and supervision of the DEPARTMENT and the CITY exclusively and shall be accountable to the DEPARTMENT SUPERVISOR for their time and activities.

14. DEPARTMENT agrees that prior to a new SRO being assigned to BASD, it will conduct a meeting with the BASD superintendent or designee(s) before the SRO is introduced to the SCHOOLS. The meeting will include the chief of police or designee and the new SRO.

15. DEPARTMENT SUPERVISOR will make an effort to schedule SROs to maximize the time spent working by those officers in the SCHOOLS. DEPARTMENT SUPERVISOR shall adhere to DEPARTMENT guidelines for SRO's attendance at other assignments and use of leave time and shall not cause any SRO to lose or reduce an employee benefit to which that officer would otherwise be entitled.

16. SROs and the DEPARTMENT SUPERVISOR will be selected according to the policies and procedures of the DEPARTMENT. Vacancies in SRO positions will be filled

by the DEPARTMENT with consideration of the then-existing staffing requirements of the DEPARTMENT and the need for SROs at the time the vacancy occurs.

17. At the end of each school year, but not later than June 15, DIRECTOR and campus administrators of each campus to which an SRO has been assigned will be asked to comment on the effectiveness of the SRO(s) assigned to that school site during that school year. An evaluation form for this purpose will be provided by the DEPARTMENT. DEPARTMENT SUPERVISOR will take these evaluations into consideration when determining SRO assignments in the next school year.

18. All comments, criticisms, suggestions, or recommendations regarding SRO assignments or performance will be immediately referred, without delay, to the DEPARTMENT SUPERVISOR. DEPARTMENT SUPERVISOR will be given the opportunity to take appropriate action (in accordance with DEPARTMENT policies and procedures and, if determined by the DEPARTMENT in accord with its personnel policies to be appropriate) to resolve problems or investigate complaints regarding an SRO. In the event that the matter is not mutually resolved to the satisfaction of the DEPARTMENT and BASD, BASD shall have the right to request that the DEPARTMENT replace an SRO whose continued placement at a school site, in BASD's sole determination, does not further the purposes of this MOU. In the event the CITY and BASD are not able to reach an agreement as to the removal or replacement of a particular SRO, either party may terminate this section of the MOU as provided herein.

19. SROs and any DEPARTMENT officer called to assist in the provision of police services at the SCHOOLS shall have the final authority in all criminal matters in which they may become involved. SROs and any DEPARTMENT officer called to assist in the provision of police services at the SCHOOLS shall operate in accord and compliance with DEPARTMENT policies and procedures, as well as applicable federal, state, and local laws.

20. DEPARTMENT officers may be called at any time to the SCHOOLS to fill in for or assist SROs or to work on special situations as needed. When an SRO is absent from a regular assignment, his/her duties may be temporarily provided by another officer on an as-needed basis. Requests for substitutes for an SRO will be made by BASD to the DEPARTMENT SUPERVISOR.

21. Nothing in this MOU shall be construed or interpreted to prevent an SRO or any DEPARTMENT officer called to assist in the provision of police services at a school site from carrying out his/her duties as a peace officer, notwithstanding that such action may conflict with a term or provision of this MOU. Nothing in this MOU shall be construed to supersede or override any policy or procedure of the DEPARTMENT.

22. DEPARTMENT SUPERVISOR will:

A. Coordinate SRO activities and assignments with the DIRECTOR and BASD personnel to ensure the goals of the DEPARTMENT and the BASD are being met in the most effective and efficient manner possible.

B. Regularly communicate with the DIRECTOR and BASD campus administrators regarding the SRO program.

C. Keep BASD informed of significant information regarding School Resource Unit operations and of any other significant police activities in the SCHOOLS of which the School Resource Unit has the knowledge and which, in the determination of the DEPARTMENT, may lawfully and should be brought to the attention of BASD.

23. By no later than August 15 of each year of this MOU, the DEPARTMENT SUPERVISOR will meet with the DIRECTOR to determine the most effective hours for SRO assignments and to discuss operational objectives. Once determined, the DEPARTMENT will provide the DIRECTOR with a list of SRO assignments and work schedules. The DEPARTMENT SUPERVISOR and the DIRECTOR must mutually agree on any changes to SRO assignments and schedules before implementation.

24. BASD shall compensate the CITY for its and DEPARTMENT's performance of the obligations under this MOU as set forth herein.

A. The amount of compensation shall be reviewed and mutually agreed upon each fiscal year by the CITY and BASD.

B. In all fiscal years in which this MOU remains in effect, the CITY shall, by not later than March 1st of that contract year, develop and submit to BASD a written estimate of the actual full cost to the CITY for providing the police services in accord with this MOU.

C. BASD shall consider the CITY's written estimate in its budgeting process.

D. By not later than May 31 of each contract year, the CITY and BASD shall reach an agreement as to the amount of compensation to be paid by BASD to CITY for the provision of police services in accordance with this MOU for the next fiscal year.

E. For the fiscal year beginning on the first day of classes each school year and ending June 30 the following year, the CITY and BASD agree that BASD shall pay the CITY as set out below and as indicated below:

1. The sum of \$50,000.00 for each of the two (2) current SROs, for a total of \$100,000.00 during the 2025/2026 fiscal year.

2. The sum of \$50,000.00 for each additional SRO (\$65,000 for the SRO sergeant) requested by BASD and assigned by DEPARTMENT, not to exceed \$215,000.00 during the fiscal year. It is anticipated that the City will assign four (4) total SRO's (including one SRO sergeant at \$65,000) for 2026/2027 and 2027/2028 fiscal year.

3. BASD reserves the right to reduce the number of SRO positions assigned to BASD at any given time by serving written notice to the DEPARTMENT at least thirty (30) days in advance. The effective date of the reduction for billing purposes will occur at the beginning of the next quarterly billing cycle.

4. If additional SROs are added, their positions will remain in effect, and the reduction will occur from the partially funded positions.

5. In addition to the above-described reimbursement, BAISD will provide the SRO(s) at each assigned school a secure private office equipped with a desk, chair, desk phone, worktable, locking filing cabinet, office supplies, internet-connected computer, and a BASD email address.

6. BASD acknowledges and agrees that if requested by an SRO (and/or any DEPARTMENT officer called by the SRO to assist), each school site shall permit the SRO to conduct an interview in private.

7. Payments by BASD to the CITY shall be paid only upon receipt of written invoices from the CITY. CITY shall submit written invoices to BASD for SRO services on a quarterly schedule during each fiscal year as follows: September 30; December 30; March 30; and June 30; BASD shall remit payment of the quarterly invoices to the CITY addressed to the attention of the Chief Financial Officer, City Hall, 220 S. 1st Street, Broken Arrow, Oklahoma 74012. Copies of payments shall also be provided to the Chief of Police, Broken Arrow Police Department, 1101 N. 6th Street, Broken Arrow, Oklahoma 74012.

SECTION II

SCHOOL CROSSING GUARDS

The CITY, through its DEPARTMENT, shall provide the following services at SCHOOLS by the assignment of DEPARTMENT of school CROSSING GUARDS. In furtherance thereof, the CITY, DEPARTMENT, AND BASD agree as follows:

1. DEPARTMENT will provide basic training to CROSSING GUARDS, as well as any renewal training as the need for such training becomes apparent to the CITY or BASD, without charge to BASD.

2. CROSSING GUARDS will be employees of BASD and BASD will be responsible for all CROSSING GUARD related employee costs and obligations.

3. CROSSING GUARDS are not DEPARTMENT police officers and have no police powers. CROSSING GUARDS may wear safety equipment or uniforms provided by BASD which provide for appropriate recognition and protection of the school crossing function.

4. CROSSING GUARDS shall not be permitted to wear any item that attempts to identify CROSSING GUARDS as a DEPARTMENT police officer.

5. BASD will implement all administrative services for the CROSSING GUARDS and coordinate with the CITY or DEPARTMENT.

6. BASD will purchase, maintain, and dispose of all property acquired by BASD in the implementation of this program at its sole discretion.

7. For the fiscal year beginning on the first day of classes each school year and ending June 30 the following year, the CITY and BASD agree that CITY shall pay BASD \$11,000.00 for each of the three (3) CROSSING GUARD positions for a total of \$33,000.00 for salary reimbursement.

A. Payments by the CITY to BASD shall be paid in the monthly payments of five (8) consecutive payments of \$3,666.64 and one (1) final payment of \$3,667.72 for a total of nine (9) payments per school year.

B. Payments will be submitted and approved at the end of the month to BASD after services have been rendered. The CITY shall remit payment of the monthly invoices to BASD to the attention of the Chief Financial Officer, Broken Arrow Public Schools, 701 S. Main Street, Broken Arrow, Oklahoma 74012. Copies of payments shall also be provided to the Superintendent, BASD, 701 S Main Street, Broken Arrow, Oklahoma 74012.

8. The amount of reimbursement shall be reviewed and mutually agreed upon annually by the CITY and BASD.

9. In all fiscal years in which this MOU remains in effect, BASD shall, by not later than March 1st of that contract year, develop and submit to CITY a written estimate of the actual full cost to the CITY for providing the CROSSING GUARD services in accord with this MOU.

10. CITY shall consider BASD's written estimate in its budgeting process.

11. By not later than May 31 of each contract year, the CITY and BASD shall reach an agreement as to the amount of reimbursement to be paid by CITY to BASD for the provision of CROSSING GUARD services in accordance with this MOU for the next fiscal year.

SECTION III

COOPERATION BETWEEN CITY, DEPARTMENT AND BASD

The CITY, DEPARTMENT, and BASD seek to cooperate with each other in security safety, and training matters. In furtherance thereof, the CITY, DEPARTMENT, AND BASD agrees as follows:

1. CITY and DEPARTMENT agree that BASD SCHOOL SECURITY PERSONNEL is permitted to direct traffic on city streets adjacent to SCHOOLS before and after school or during special district events. In no event shall BASD perform any law enforcement action while directing traffic

2. CITY and DEPARTMENT agree to coordinate SCHOOL SECURITY PERSONNEL's access to CITY or DEPARTMENT CLEET training, firearm qualifications, and all other training that is deemed mutually beneficial for the parties. Similarly, BASD agrees to coordinate CITY and DEPARTMENT's access to BASD property for training purposes that is deemed mutually beneficial for the parties. The parties reserve right to determine whether funding is available to participate in any training events and the right to determine when their property can be used for training purposes.

3. BASD assumes all liability for training SECURITY and CITY or DEPARTMENT are not responsible for any particular curriculum taught to SCHOOL SECURITY PERSONNEL.

4. Under the terms of this Section, neither the CITY, DEPARTMENT, or BASD agree to owe or assume a legal duty to the other.

5. This MOU is made solely for the convenience and mutual benefit of the parties and does not require BASD to train exclusively with the DEPARTMENT.

6. CITY, DEPARTMENT and BASD will be solely responsible for any accidental injuries or workman's compensation claim(s) that may occur to any of their respective employees.

7. CITY or DEPARTMENT will provide a liaison to BASD and communicate to DIRECTOR all information that maybe pertinent in preserving a safe school environment for BASD students and staff. If the responsibilities of the liaison changes or the responsibility is assigned to another position, the DEPARTMENT will notify DIRECTOR in an effort to keep a line of communication open between both agencies.

8. BASD is responsible for maintaining all BASD records.

9. BASD will require the same level of training for SCHOOL SECURITY PERSONNEL as that required by DEPARTMENT for its law enforcement officers who may serve BASD as off-duty officers, such as working as security.

10. CITY, DEPARTMENT, and BASD will require and maintain a high level of collaboration, CLEET training, competency, firearm qualifications, and all other training that is deemed mutually beneficial for both parties.

11. When coordinating training with the DEPARTMENT, BASD will be responsible for all costs associated with training accrued by SCHOOL SECURITY PERSONNEL as well as additional educational materials or ammunition that may be required.

12. BASD will purchase, maintain and dispose of all property acquired by BAPD in the implementation of this program at its sole discretion.

13. BASD will provide a liaison to the DEPARTMENT's Patrol Division Major, to communicate information that maybe pertinent in preserving a safe environment for BASD students and staff.

14. BASD will timely update contact information if a change in responsibilities of either BASD's Assistant Superintendent of Health and Safety or Campus Security Director occur to keep the line of communication open between both agencies.

15. DEPARTMENT agrees that DIRECTOR will be timely notified (by an agreed form of report or other communication) of significant actions taken by SROs in SCHOOLS.

16. Arrests by an SRO (or other DEPARTMENT officer) on a school site will be reported to the DIRECTOR as soon as practicable by the agreed form of report or other communication. BASD and the DEPARTMENT will develop forms for providing information and reports in compliance with this provision and other provisions of this Agreement.

17. Any request for police services by BASD not described in this Agreement shall be submitted to and coordinated through the DEPARTMENT SRO supervisor, who may require the request to be made in writing. Additional police services requested by BASD will only be provided if those services are in accordance with current DEPARTMENT policies and procedures.

SECTION IV

GENERAL TERMS

1. These General Terms shall apply to Sections I – III of this MOU.

2. The obligations set forth in this MOU are intended and shall be treated as contractual in nature.

3. The initial term of this MOU shall commence on _____ 1, 2025, and shall continue through June 30, 2026.

4. Upon mutual ratification by the CITY and BASD, this MOU shall thereafter automatically renew for twelve-month periods commencing _____ 1 and continuing through June 30 of each year thereafter.

5. Either party to this MOU may terminate any of the Sections of this MOU, with or without cause, with written notice to the other party not less than thirty (30) days in advance of the intended termination date. The termination of one Section shall have no effect on any other Sections not specifically terminated.

6. In the event of termination of this MOU by CITY or BASD during a period for which payment has not yet been made by the responsible paying party, such payment will be prorated for the action time that section of this MOU is in effect.

7. This MOU is subject to all applicable laws of the United States and the State of Oklahoma. This Agreement is performable in Tulsa County, Oklahoma and the venue for any such legal disputes shall be in a court of competent jurisdiction in Tulsa County, Oklahoma.

8. All notices required to be given in writing under the terms of this Agreement to the DEPARTMENT shall be directed to the Chief of Police, Broken Arrow Police Department, 1101 N. 6th Street, Broken Arrow, Oklahoma 74012. Notice required to be given to the CITY shall be directed to the City Manager, City of Broken Arrow, City Hall, 220 S. 1st Street, Broken Arrow, Oklahoma 74012. Notice required to be given to BASD shall be directed to Superintendent of Schools, Independent School District No. 3 of Tulsa County, Oklahoma, 701 S. Main Street, Broken Arrow, Oklahoma 74012.

9. To the extent permitted by law, CITY and BASD waive all claims against each other and agree to release each other, and each other's officials, agents, officers, and employees in both their public and private capacities, from any and all claims, suits, demands, losses, damages, causes of action, and liability of every kind including, but not limited to, court costs and attorney's fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of any property arising out of or occurring as a consequence of the performance of this MOU, whether such injuries, death, or damages are caused by the sole negligence or joint negligence of CITY, BASD, or their officials, agents, officers, or employees. Third-party claims against CITY or BASD shall be governed by the Oklahoma Governmental Tort Claims Act or other appropriate statutes and laws of the State of Oklahoma and the United States. It is expressly understood and agreed that in the execution of this Agreement, CITY and BASD do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions.

10. This MOU constitutes the entire agreement of the parties hereto and supersedes all prior or contemporaneous understandings, communications, or representations, whether oral or written, regarding the subject matter of this MOU.

11. No amendment or modification of any kind to this MOU shall be effective or binding on either party unless the amendment or modification is in writing and duly executed and ratified by both the CITY and BASD.

12. This Memorandum of Understanding between the City of Broken Arrow, Oklahoma, and the Independent School District No. 3 of Tulsa County, Oklahoma, is EXECUTED and EFFECTIVE as of the last date of the signatories below:

EXECUTED this _____ day of _____, 2025 by the City of Broken Arrow.

CITY OF BROKEN ARROW

Michael Spurgeon
City Manager, City of Broken Arrow

EXECUTED this _____ day of _____, 2025 by Independent School District No. 3 of Tulsa County, Oklahoma

**INDEPENDENT CHOOl DISTRICT
NO. 3 of TULSA COUNTY, OKLHOMA**

ATTEST:

Clerk of the Board

Steve Allen
President of the Board of Education