



SWEENEY

INDEPENDENT SCHOOL DISTRICT
POLICE DEPARTMENT



MEMORANDUM OF UNDERSTANDING BETWEEN SWEENEY INDEPENDENT SCHOOL DISTRICT AND THE CITY OF SWEENEY POLICE DEPARTMENT

for the purpose of providing canine drug detection sweeps at schools

THIS MEMORANDUM OF UNDERSTANDING (MOU), is made this _____ day of _____, 20__ by and between the Sweeny Independent School District Police Department, Sweeny Independent School District (hereinafter the "District"), and the City of Sweeny Police Department (hereinafter the "Sweeny PD"), and sets forth understandings and procedures with regard to requesting the assistance of a Law Enforcement Canine Unit.

The Law Enforcement Canine Program was established to augment police services to the community. Law Enforcement is cognizant of the mutual benefits of offering the resources of its canine team(s) to other agencies and local communities.

ASSISTING OTHER AGENCIES

The Sweeny PD Chief of Police, Shift Supervisor or the Canine Unit Coordinator must approve all requests for canine assistance from outside agencies, subject to the following provisions:

- (a) Sweeny PD Canine Teams shall not perform any assignment that is not consistent with Law Enforcement or City policy;
- (b) Upon arrival at the scene, the canine handler has the ultimate decision as to whether or not the canine is to be used for a specific assignment;
- (c) Canine Teams shall not be called out while off duty unless authorized by the Chief, Shift Supervisor or the Canine Unit Coordinator.

SCHOOL DRUG SWEEPS

At the invitation and request of the District, Sweeny PD will conduct scheduled Canine sweeps at the District's secondary schools (Junior High & High School Campuses) when authorized by the District Superintendent or District Chief of Police, and as Sweeny PD schedules permit. After authorization by the District Superintendent or District Chief of Police, District Administrators or the District Police Department may assist with scheduling and/or coordinating the sweeps. The Canine Team may also make a presentation at a school-conducted assembly for each of the schools scheduled to be swept.

The sweeps may consist of a random selection of lockers, common areas, classrooms, locker rooms, school grounds, parking lots, and vehicles. The canine will not be used to search a person, nor will it be used to sweep the personal property of school staff. If the canine alerts to the presence of drugs during the sweep, the Canine Handler will advise the accompanying District representative.



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The District Policy FNF states that District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and District policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner.

District officials may initiate a search in accordance with law, including, for example, based on reasonable suspicion, voluntary consent, or pursuant to District policy providing for suspicionless security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on District property.

The District reserves the right to use trained dogs to conduct screening for concealed prohibited items. Such procedures shall be unannounced. The dogs shall not be used with students; however, students may be asked to leave personal belongings in an area that will be screened. If a dog alerts to an item or an area, it may be searched by District officials.

District authorities may, after conducting searches, seize any illegal material. The District may use trained dogs to assist in identifying areas to conduct sweeps. The District may then submit the seized items to District law enforcement for legal disposition.

Sweeny PD will not conduct any related physical searches of any student or personal belongings. If the school conducts a search, they will be acting as their own agent and not an agent of, or under the direction of Sweeny PD. And all legal action will be taken by the District Police Department.

The sweeps shall be scheduled in advance with dates agreeable to both Sweeny PD and the District. A District representative will work together with the Sweeny PD Canine Handler to schedule the sweep dates. These dates will be approved by the District, District Chief of Police, Sweeny PD Chief of Police, and the Sweeny PD Canine Unit Coordinator. The coordination of the sweep will be the responsibility of the District.

USE OF DRUG DETECTION CANINES

Law Enforcement policy states that a drug detection trained canine may be used in accordance with current case law under the following circumstances:

- (a) To assist in the search for controlled substances during a search warrant service;
- (b) To obtain a search warrant by using the detection canine in support of probable cause;
- (c) To search vehicles, buildings, bags, and any other articles deemed necessary;
- (d) A drug detection canine will not be used to search a person for controlled substances



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This MOU becomes effective upon approval of both parties, and remains in effect until cancelled in writing by either party. This MOU may be reviewed, changed, or modified periodically. This MOU shall not be used to obligate funds. This MOU is not a guarantee for assistance or services. Nothing in this Agreement shall be construed as imputing liability on any agency based solely on participation in this agreement. Both parties agree that the procedures in this MOU are not mandatory in their application, but are a recommended and preferred approach to handling requests. Law Enforcement retains the authority to determine whether these recommendations are appropriate on a case-by-case basis.

To the extent permitted by law, the District will indemnify and hold harmless the City of Sweeny and the Sweeny PD, its officers, agents, servants and employees, from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney’s fees, arising out of a willful or negligent act or omission of the District, its officers, agents, servants and employees under this agreement.

SWEENEY IDEPNDENT SCHOOL DISTRICT POLICE DEPARTMENT

By: _____ Date: _____
(Chief Ulysses Velez)

CITY OF SWEENEY POLICE DEPARTMENT

By: _____ Date: _____
(Chief Brad Caudle)