SCHOOL. RESOURCE OPFICER PROGRAM MEMORANDUM OF UNDERSTANDI NG BETWEEN

THE TOWN or MUNSTER AND THE SCHOOi. TOWN OF MUNSTER

This Memora ndu m of Understanding (hereinafter the "MOU") is made thisc;d!day of *S:pt.emf)flr.2 02 2,* by a nd betw ·en the Town\_ of Mu nster (h er ·i n after the "Town") and the School Town of M u nster (herei mifter the "School"), and repl, *cc* any and all prior agreem en ts and

u nderstandings between the Town (inclu ding the Town of Munster Police Department) and the School on the subject of school resource officers.

WITNESSETH

WHEREAS, the Town and the School desire to set forth the rules, scope of authority and responsibility of the Town and the School with respect to the school resource officer program established through the collaborative efforts of the Town and the School; an d

WHEREAS, the Town and the School desire to maintain safety, order, and discipli ne to foster a safe lea rning environment for students, a safe worki ng environment for educational staff, and the promotion of positive attitudes regarding the role of law enforcement in society.

NOW, THEREFORE, in consideration of the mutual promises and representations contained herei n, the Town and the School do hereby agree as follows:

SECTION 1. PURPOSE

The pu rpose of this MOU is to formalize the relationshi p between the Town and the School in order to support a collaborative program that will build a positive relati onship between law enforcement officers and the youth of M unster with the goals of providing a safe learni ng environment for students, a safe worki ng environment for the staff and the prevention and reduction of offenses committed by juveniles and adults. This MOU delineates the structure, program, duties and responsibilities of the parties.

SECTION 2. TERM

The term of this MOU shall begi n on 1day of October, 2022 and end on 30 day of June, 2024 unless terminated ea rli er as provided herei n. The pa rties may renew, extend or modify this MOU by mutua l written consent at any time.

SECTION 3. GOALS

The goals of the School Resou rce Officer Program include but are not limited to the following:

1. Establishing a positive relationship between School and the Resou rce Officer(s) ("SRO"), between students and parents and the SROs, and between SROs and faculty, staff and

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admi nistration.

1. Maintain a safe and secure environment on school grou nds.
2. Promote positive attitudes towa rd law enforcement's role in the community.
3. Prevent and reduce incidents of school violence.

**SECTION 4. ORGANIZATIONAL STRUCTURE**

A. 

* 1. The Town shall assign th ree (3) full time law enforcemen t officers as SROs to be stationed at Munster High School, Wilbur Wright Middle School, and an elementary school and to serve all School Town of Mu nster Buildings includi ng, but not limited to, Munster High School, Wilbu r Wright Middle School and elementary schools i n the d istrict as deemed necessary. In the even t of staffing limitations, natu ral disaster or an emergency event, it may be necessary to temporarily reassign the SROs back to the Town or place them i n a part-time status. Du ring this time, the pa rt-time SRO(s) would still provide supplemental coverage for the Town while maintai ning a liaison with the assigned school and fulfi lling SRO(s) duties as needed.

1. While on duty, the SROs shall maintai n regular routi ne patrol and supervision duties within their respective buildings.
2. The Town will make available the SROs for duty at their assigned school (s) each day that the students are in session during the regula r school year and during the summer session, if required. The SROs shall perform regular police duties as determined by the Town during days that school is not in session.



1. The SROs are employees of the Town and, as such, are subject to the Town's control and supervision. The parties agree tha t the SROs are neither employees nor borrowed employees of the School. The School acknowledges that the SROs remain responsive to the command of the Town of Mu nster Police Department (hereinafter the "Department"). The SROs must follow the current procedures, rules and regulations of the Depa rtment, including attendance at all mandated traini ng and testing to maintai n all law enforcement officer certification.
2. The Lieutenant in charge of the SROs shall ensure that open lines of communi cation are in place between the Department and the School. To the extent practicable, the SRO's and their supervisors shall meet with School Administration quarterly during the school year. These meetings should be devoted to reviewi ng Town/School expectations and clarifyi ng any operational procedu res. The SROs and their

2

supervisors shall address any concerns regardi ng the performance or discipline of the SROs. School officials are to be consulted prior to any evaluati on and discipline of the SROs relati ng to the SROs' duties pertaining to the School and they are to be involved in the interviewi ng and selecti on process of any new SRO.

1. The Administrative Division of the Department shall provi de coordi nation for the SRO program by:
   1. Planni ng, budgeting, managi ng and provi ding agency leadership.
   2. Ini tial and recurring traini ng for the SROs including that which is req uired under Indiana Statutes inclu ding, but not limited to, J.C. 20-26-18.2-1.

c. Coordi nation between the Depar tment, School District Administration and the SRO officers.

d. Program monitoring and assista nce with problem solving.

1. The Town will fund the position of one (1) SRO for full salary and benefits.
2. The School will fund the position of one (1) SRO for full salary and benefits.
3. The School will fund $50,000 for one (1) SRO and the Town will cover all other costs associated with salary and benefits of this SRO.

## c.

It is u nderstood by the parties that the continua nce of the SRO Program requi res the continui ng and m utual consent of the Town and the School. Should either pa r ty to this MOU elect to terminate the SRO Program, written notice will be provided to the other party and this MOU shall terminate thirty (30) days after d elivery of the notice. Should either party elect to tem porarily halt the SRO Program, written notice will be provi ded to the other party and a tentative date for restoration of the SRO Program will be given, if known.

D. Fu nd i 1

The SRO Program *is* subject to the availability of funds which is a budgetary decision by the parties. The School agrees to offer financial assistance to ensure that these services con tin ue i n the School Town of Munster. The School shall make an annual payment in January in the amount of Fifty Thousand Dolla rs ($50,000.00) to assist in funding one SRO position and an amount equal to the full salary and benefits of a second SRO.

SECTION 5. PROGRAM STRUCTURE

The SROs shall be responsi ble for carrying out all duties and responsibilities of an officer and shall at all times remain under the control and supervision of the Department. Both the Town and the

School agree that non-criminal student disciplinary matters shall remai n the responsibility of School staff and not the SROs. Enforcement of the code of student cond uct is the responsi bility of teachers and administrators, not the SRO. The SRO shall refrain from being involved i n the enforcemen t of disciplina ry rules that do not constitute vi olations of law except to support School person nel in main taining a safe environment.

SECTION 6. DUTIES AND RESPONSIBILITIES

1. School. The responsibilities of the School i nclude but are not limited to:
   1. Provide the SROs with a private, appropriately furnished office space, a computer an d other reasonable resources and supplies as necessa ry to allow the SROs to carry out their duties at th e school(s)
2. Provi de the SROs with reasonable opportu nity to address students, teachers, school administrators and parents about law enforcement or safety related topics agreed to by the parties.
3. The Principal of Munster High School and the Princi pal of Wilbu r Wright Middle School shall notify the SROs of suspected illegal activity. Any principa l or other staff mem ber within the School wh o locates a dangerous weapon or drug in the course of a search shall turn it over to the SROs. The principals may contact the SROs rega rding other conduct i n accordance with the principals' discretion. In the event the SROs are not available, the princi pals or staff members shall contact any Depa rtment police officer for notification of suspected illegal activi ties or to deliver dangerous weapons or drugs that come i nto their possession.
4. When school personnel discover weapons, drugs, alcohol or other illegal contraba nd on school property, the SROs shall be notified as soon as reasonably possi ble. If no juvenile or criminal charges are to be filed and no administrati ve action is to be taken by the School, the contraband shall be confiscated by the SROs accordi ng to Police Department policy and properly disposed of according to policy. If school personnel take possession of any type of contraband, such contraband shall immediately be turned over to the SROs as soon as reasonably possi ble.
5. School personnel shall timely notify the SROs of the names of specific individuals who are not allowed on school property, and shall notify the SROs of any anticipated parental problems resulting from disciplinary action taken against a student.
6. Work cooperati vely with the Town to make any needed adjustment to the SRO Program throughout the school year.
7. I n situations involving student conduct where the SROs are involved, provide

4

reasonable advance n otice to the SROs of the student's disciplinary meeting so the SROs may attend the meeting.

1. Provide to the Department, from time to time, copies of all Jaws, rules, regula tions and School Board policies applicable to employees of the School, including but not lim ited to, laws, rules, regulations and poli cies regarding access to confi dential student records and/or the detention, investigation and searching of students on school premises.
2. Town. The Town's responsibilities, by and through the Department, include but are not limited to:
   1. Responding to any major criminal occurrence that occurs on school proper ty and exercising law enforcement ju risdiction over such incidents.
   2. Assigning the SROs to the School and complying with training requi rements for SRO including, but not limited to, that which is req ui red in Indiana Statutes. The Superintendent will have input in the decision to assign and retain an SRO.
   3. At the request of the p rincipals and whenever practica ble, provide the assistance of the police canines for school searches within the lim itations established by state and federal law.
   4. Work cooperatively with the School to make any needed adjustments to the SRO Program through the school year.
   5. Disseminate to all SROs copies of all laws, rules, regulations and school boa rd policies applicable to employees of the School, in cluding but not limited to, laws, rules, regulations and policies regard ing access to confidential student records and/or the deten tion, investigation and searching of students on school premises that have been provided by the School.
   6. Coordinate work assignments with the SROs.
   7. Ensure the SROs compliance with the Town's directives.
   8. Coordinate scheduling and work hou rs with the SROs.
3. .s.RQ.

The responsi bili ti es of the SROs include bu t are not limited to:

* 1. The SROs will gather information regarding potential problems such as criminal activity, gang activity, student unrest and the identities of particular ind ividuals

5

who may be a disruptive influence to the School and/or students. Based on the information gathered, the SROs will work with School person nel in providi ng law enforcement resou rces and responses regardi ng on-cam pus or school related criminal activity.

1. The SROs will provide programs of law and education related issu es to the school commu nity, including pa rents, on any law enforcement or safety related topics.
2. The SROs will work with School officials to provide law enforcement education to staff and students on topics agreed upon by the pa rties.
3. The SROs will provide and facilitate student mentoring in a non-adversarial capacity.
4. The SROs will provide informational in-services as a general resource for the staff on issues related to drugs, alcohol, violence prevention, gangs, safety and security.
5. The SROs will serve on the assigned School administrative team as commu nication liaison between the School and the Town. *As* comm u nication liaison, the SROs will provide basic information concerni ng students on campuses served by the officer as permitted by law and School policies and guidelines.
6. The assigned SROs will assist School officials in emergency response planning and review.
7. When criminal activity is suspected, the SROs will take appropriate steps consistent with federal law, Indiana state law, Town of Munster ordinances and Depa rtment regulations. Unless circumsta nces or legal duti es prevent it, the SROs will advise school administration prior to taki ng legal action.
8. The SROs will refer students and/or families to the appropriate agencies for assistance when a need is determined.
9. Complete reports and investigate crimes commi tted on campus, and coordinate, whenever practi cal, investigative procedures between law enforcement and school administrators. The SROs 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 campus or at school functions.
10. Take allowable law enforcement action against intruders and unwa nted guests who appear on school property, either at the principal's req uest or if the officer observes a violation of state law or city ordinance.

6

1. Attend school special events as needed.
2. Assist the principal and school staff with disciplinary meetings in which the SROs have knowledge of the incident and/or criminal laws that will assist in the adjudication of the matter.
3. The SROs shall not conduct any interviews with the news media concerni ng a school incident.
4. Generally.

Each party is responsible for the actions and/or omission of their respective employees.

SECTION 7. SHARING OF INFORMATION

The Department and the School will share information pursuant to all perti nent state and federal statutes as set forth in the Shared Information Agreement entered into between School, the Department and the Lake Superior Court, Juvenile Division, which is attached to this Agreement as Exhibit A.

SECTION 8. TERMINATION

Either party may terminate this MOU, with or without cause, upon thirty (30) days written noti ce to the other party.

SECTION 9. NOTICE

Any notice, consent or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. Ifby facsimile copy, the notice shall be effective when sent. If by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service addressed appropriately to the intended recipient as follows:

Ifto the School: Superintendent of Schools 8616 Columbia Avenue Munster, IN 46321

If to the Town:

Mu nster Town Council President 1005 Ridge Road

Munster, IN 46321

SECTION 10. GOVERNING LAW

This MOU is governed by the laws of the State of Indiana.

7

**SECTION 11. GENERAL PROVISIONS**

* 1. Head ings are meant for the convenience of the par ties and are not to be considered when interpreti ng this Agreement. Words in the singular mean and include the plu ral and vice-versa. Words in the masculine mean and include the feminine and vice- versa.

1. This Agreement may be executed i n counterpart. Facsimile signatures are binding and are considered to be original signatu res.
2. This Agreement constitu tes the entire Agreement between the parties and there are no further items or provisions, either oral or written.
3. All parties to this MO U will commu nicate fully and openly with each other in order to resolve any pro blems which arise in fulfilling the terms of this MOU. U nforeseen difficulties or questions will be resolved by negotiation between the parties if resolution cannot be made between the SRO and the principal.

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School Town of Munster Town of Munster

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President, Board of School Trustees of the School Town Of Munster

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Munster Town Cou ncil President

Clerk -Treasurer

DATED: *09/ 6,/c:Jo.:J2*