

**TIPTON POLICE DEPARTMENT AND  
TIPTON COMMUNITY SCHOOL CORPORATION MEMORANDUM OF UNDERSTANDING  
REGARDING STUDENTS, EMPLOYEES, SCHOOL RESOURCE OFFICERS AND THE  
EXCHANGE OF INFORMATION AND RECORDS**

Pursuant to this memorandum of understanding ("MOU") by and between the City of Tipton through the Tipton Police Department ("Police Department") and the Tipton Community School Corporation ("TCSC"), the Police Department and TCSC state the following:

WHEREAS, the Police Department is the duly authorized law enforcement agency for the City of Tipton, Tipton County, Indiana, an Indiana municipal corporation;

WHEREAS, TCSC is a duly authorized school corporation serving Cicero, Jefferson, Madison Townships, Tipton County, Indiana, inclusive of the City of Tipton;

WHEREAS, in the best interest of families served by TCSC and the broader community, TCSC and the Police Department desire to work together to help provide for the safety of TCSC students, TCSC employees and the greater community;

WHEREAS, the Police Department and TCSC desire to enter into an MOU that establishes the relationship of the parties and how they will collaboratively work to best serve TCSC and the broader community;

WHEREAS, the Police Department and TCSC believe it is in the best interest of TCSC students, employees and the community that TCSC and the Police Department, to the fullest extent allowed by state and federal law, exchange and share certain information concerning TCSC employees and students;

WHEREAS, State of Indiana and Federal Law allow, and in some instances, require the exchange of information between schools and law enforcement personnel;

WHEREAS, the Police Department and TCSC desire to maintain the confidentiality of any information or records which may be made available or exchanged pursuant to this MOU;

WHEREAS, Indiana law also provides for the presence of law enforcement personnel in schools;

WHEREAS, the Police Department and TCSC desire that City of Tipton police officers serve as School Resource Officers ("SROs") as specified herein; and

WHEREAS, the Police Department and TCSC desire to set forth the law enforcement services that the Police Department will provide to TCSC.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the mutual covenants set forth below, and other consideration, the receipt and sufficiency of which are hereby acknowledged, TCSC and the Police Department agree as follows:

## **ARTICLE I. RECITALS**

The representations, covenants and recitations set forth in the foregoing recitals are material to this MOU and are hereby incorporated into and made a part of this MOU as if fully set forth in this Article 1.

## **ARTICLE II. MUTUAL ASSISTANCE**

The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this MOU and to aid and assist each other in carrying out said terms, provisions and intent.

## **ARTICLE III. TERM**

The term of this MOU shall be for \_\_\_\_ ( ) year(s), commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_. The MOU, however, may be terminated without cause by either party upon thirty (30) days prior written notice. Additionally, this MOU will automatically renew from year to year unless TCSC or the Police Department provides written notice of the intention to decline renewal to the other party at least ten (10) days prior to any renewal.

## **ARTICLE IV. SCHOOL RESOURCE OFFICERS**

**A. SRO Responsibilities.** The SRO shall perform regular law enforcement duties as determined by City of Tipton's Chief of Police or the Chief's designee. Specific duties of the SRO shall be determined by the Police Department with input from TCSC. TCSC schools may slightly adjust SRO duties based on the school's specific needs. Any records created concerning the performance of the services provided by the Police Department will be maintained by the school's Corporation Safety Specialists and shared with the Chief of Police or the Chief's designee.

Duties of the SRO may generally include, but not be limited to the following:

- I. Providing follow-up home visits when needed as a result of school-related student issues;
2. Attending school related off-campus activities when SRO participation is requested by the school and approved by the Police Department;
3. Responding to emergency law enforcement activities which may include:
  - i.. making arrests;
  - ii.. conducting search and seizure of person or property using a probable cause standard;
  - iii.. carrying a firearm on or about school property; and
  - iv. exercising other police powers with respect to enforcement of Indiana law; and
4. Attending Police Departmental training or other administrative duties.

**B. School Safety Plan.** The SRO shall consult with local law enforcement officials and first responders to assist TCSC's Corporate Safety Specialist with the development, implementation and effective operation of a school safety plan that protects against inside and outside threats to the physical safety of students; prevents unauthorized access to school property; and secures schools against violence and natural disasters. The SRO will foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies.

**C. Consideration.** In consideration for placing an SRO in TCSC schools, TCSC will pay The City of Tipton compensation equal to \_\_\_\_\_ of the salary and benefits for each full-time, assigned SRO. This compensation shall not apply to full-time DARE Officers. The SRO will coordinate with the Chief of Police/designee vacation/days off per the arrangements of the SRO's hire as a police officer with the City of Tipton.

1. The SRO will be available to the school for 185 days during the school calendar year.
2. The SRO will be assigned by the Police Chief or designee to work forty (40) hours a week for school related duties. (Normal assignment time will be 7:30am to 3:30 pm M-F)
3. Upon terms mutually agreeable to both parties, the SRO may also provide services outside of normal school hours.
4. When school is not in session, the SRO will be assigned regular patrol duties by the designated Police department's scheduling officer.
5. The SRO will be responsible for scheduling his/her vacation time during times school is NOT in session, unless authorized by the Chief of Police or designee.
6. The SRO shall be a commissioned officer and a member of the Tipton Police Department and
  - a. Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of education policies and regulations.
  - b. Shall possess even temperament and set a good example for students both on and off duty.
  - c. Shall possess communication skills that would enable the officer to function effectively within the school environment.

**D. SRO Uniforms.** The SRO will wear their department assigned uniform during the school schedule, as mutually agreed upon in consultation with each school's officials. While on duty, the SRO shall maintain regular routine patrol and supervision duties within the building and school grounds. Further, consistent with state law, the SRO shall wear their on-duty, weapon issued by the Police Department while serving as SRO.

**E. Enforcement Of School Disciplinary Procedures.** The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. The SRO will not be assigned regular lunchroom duties, bus monitor responsibility, or supervision typically associated with school administration. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, under certain circumstances the SRO can act in an administrative role, providing assistance in maintaining a safe and effective learning environment, pursuant to current State and Federal law. The SRO will maintain a law enforcement presence during these times to help ensure safety and security. Upon assignment, the SRO will be provided with copies of Board disciplinary policies and codes and the discipline codes of each school. The SRO shall become familiar with district/school disciplinary codes

and standards. Further, this MOU does not alter the relationship or duties of the assigned officer or the Police Department beyond the general duties that exist for law enforcement officers within the State of Indiana.

**F. Transporting Students.** The SRO shall not transport students in Police Department vehicles except:

1. When students are victims of a crime, under arrest, or some other child welfare, safety or emergency circumstances exist; or
2. When students are suspended or sent home from school following school disciplinary action, if the student's parent or guardian has refused or is unable to pick up the student within a reasonable time period and the student is disruptive or disorderly and his or her continued presence on campus is a threat to the safety and welfare of other students and school personnel.
3. When the student being transported is a family member of the SRO or is otherwise eligible for transportation in a Police Department vehicle pursuant to policies and procedures developed by TCSC and the City of Tipton as amended.
4. If circumstances require that the SRO transport a student, then TCSC must provide a school official or employee of the same gender of the student to be transported to accompany the officer in the vehicle.

Notwithstanding the foregoing, the SRO shall not transport a student to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported. SRO shall not transport students in their personal vehicles. SRO shall notify school personnel upon removing a student from campus.

**G. Resources.**

1. TCSC will provide the SRO office space and other reasonable resources as necessary to carry out their duties at their assigned schools.
2. The Police Department will provide the SRO with a laptop and vehicle. The Police Department shall be responsible for cost of gasoline and maintenance associated with the operation of said vehicle.
3. The Police Department will purchase and maintain comprehensive general auto liability insurance on said vehicles in an amount not less than the coverage recommended by Risk Manager for the City of Tipton.
4. The Police Department will provide the SRO with all weapons and ammunition.

**H. Communication.** The SRO shall coordinate and communicate with the Corporation Safety Specialist or the designated administrator of the school to which they are working.

**I. Relationship of the Parties.** This MOU represents mutually agreed goals and objectives of the Police Department and the TCSC for the School Resource Officer program. The SRO is an employee of the Police Department and is subject to Police Department control and supervision. The SRO will follow the current operating procedures, rules, and regulations of the Police Department, including attendance at all mandated training and testing to maintain law enforcement certification. The Police Department and TCSC are not a partnership or joint venture and shall not make representations to third parties indicating a partnership or joint venture relationship.

**J. Training** The SRO must maintain training requirements established under Indiana law for all law enforcement officers and that for school resource officers, including:

1. instruction regarding skills and strategies necessary to address the specific nature of school campuses and school building security needs and characteristics;
2. the maintaining of Indiana Safe School Specialists Certification;
3. Obtaining and maintaining certification as an A.L.I.C.E. trainer.

## **ARTICLE V. STUDENT INFORMATION AND RECORDS**

**A. Juvenile Arrest, Detention or Immediate Detentions.** Pursuant to Ind. Code § 31-37-4-3, as amended, in the arrest or detention of juveniles involving allegations of delinquency that would be a crime if committed by an adult or in an event of immediate detention pursuant to Ind. Code § 12-26-4-1, the investigating officer shall determine which school the juvenile attends. The Police Department shall contact TCSC and determine whether the juvenile attends a TCSC school. If the juvenile is a TCSC student, the Police Department shall provide the principal of the school the juvenile attends or the TCSC school superintendent with written notice(1) that the child was taken into custody; and (2) of the reason why the child was taken into custody.

**B. Suspension Or Expulsion Related to Criminal Activity, Firearms or Destructive Devices.** If a juvenile is suspended or expelled because of involvement in an activity or allegation of delinquency that would be a crime if committed by an adult, or, pursuant to Ind. Code § 20-33-8-16, suspended or expelled for bringing a firearm or destructive device to school or onto school property or for being in possession of a firearm or destructive device while on school property, TCSC shall advise the juvenile and his or her parents that TCSC will immediately advise the Police Department regarding the suspension or expulsion. TCSC will then submit the following information to a designated juvenile officer within the Police Department, in writing:

1. The name, age, address and sex of the juvenile;
2. The nature of the offense, or activity allegedly committed and the circumstances immediately surrounding it, including the time, location and property involved;
3. A description of the method of apprehension; and
4. Any instruments of physical force used.

Upon receiving notification under this subsection, the Police Department shall begin an investigation and take appropriate action. A student with disabilities (as defined in I.C. 20-35-7-7) who possesses a firearm on school property is subject to procedural safeguards under 20 U.S.C. 1415.

**C. Drug and Alcohol Offenses.** Pursuant to Ind. Code § 20-33-9-6, if TCSC has reason to believe that a student has committed an offense related to controlled substances or alcoholic beverages while in, on, or within one thousand (1,000) feet of school property, then TCSC shall immediately advise the Chief of Police or his designee, in writing, of the following information:

1. a general description of the violation;
2. the name or a general description of each violator known to the member;
3. the date, time, and place of the violation;
4. the name or a general description of each person who the member knows witnessed any part of the violation; and
5. a general description and the location of any property that the member knows was involved in the violation.

**D. Drug Testing.** Notwithstanding any other provision of this MOU, results of TCSC's random drug tests of students shall not be provided to the Police Department. TCSC has adopted a policy of random drug testing for its student athletes and student drivers. The purpose of this policy is not punitive in nature, but is aimed at furthering the safety of the student population. The policy requires that the results of drug testing are to be held with the very strictest confidentiality and that the consequences of a failed drug test are not to be punitive. Providing the Police Department with the confidential results of random drug tests would contravene the policy, would result in punitive consequences, and would violate Fourth Amendment jurisprudence.

**E. Children In Need Of Services And Delinquent Children.** If a student is alleged to be a child in need of services or delinquent pursuant to Ind. Code § 31-37-1-2, the Police Department and TCSC shall exchange the records of such student, provided sharing the information is permitted under state or federal law. Within 48 hours of receipt of such records, the receiving agency (either the Police Department or TCSC) shall forward a copy to the other agency.

**F. Students with Disabilities.** Pursuant to 511 IAC 7-44-10, when TCSC makes a report to the Police Department under this Article about a student with a disability, TCSC will ensure that copies of the education and disciplinary record of the student are also transmitted to the Police Department to the extent the transmission is permitted by the Family Educational Rights and Privacy Act (FERPA).

## **ARTICLE VI. TCSC EMPLOYEE INFORMATION AND RECORDS**

**A. Drug and Alcohol-Related Offenses.** Pursuant to Ind. Code § 20-33-9-5, if TCSC has reason to believe that a TCSC employee has committed a crime involving alcoholic beverages or controlled substances in, on, or within 1,000 yards of school property, TCSC shall immediately provide a designated officer within the Police Department, in writing, with the following information, when applicable:

1. a general description of the violation;
2. the name or a general description of each violator known to the reporter; (c) the date, time, and place of the violation;
3. the name or a general description of each person who the member knows witnessed any part of the violation; and
4. a general description and the location of any property that the member knows was involved in the violation.

**B. Threats, Battery, Intimidation, and Harassment.** Pursuant to Ind. Code § 20-33-9-13, if TCSC has reason to believe that a TCSC employee has received a threat or is the victim of intimidation, battery, or harassment, TCSC shall immediately make an oral report of the incident to a designated officer within the Police Department. The report will include the following information, when applicable:

1. The name, age, address and sex of the employee;
2. The nature of the offense, or activity allegedly committed and the circumstances immediately surrounding it, including the time, location and property involved; and
3. Any instruments of physical force used or threatened.

**C. Arrest Information.** If the Police Department receives information concerning a TCSC employee and that information is subject to public access laws and the limitations thereof, the Police Department has the authority to advise TCSC of such information.

**D. Non-Disclosure of Random Drug Testing.** Results of random drug tests of potential employees shall not be provided to the Police Department. TCSC has adopted a policy of random drug testing for its potential employees. The purpose of this policy is not punitive in nature, but is aimed at furthering the safety of the student population. The policy requires that the results of drug testing are to be held with the very strictest confidentiality and that the consequences of a failed drug test are not to be punitive. Providing the Police Department with the confidential results of random drug tests would contravene the policy, would result in punitive consequences, and would violate Fourth Amendment jurisprudence.

## **ARTICLE VII. TCSC CONTACT**

TCSC shall designate a contact person to receive information from the Police Department. The default contact shall be the TCSC Corporation Safety Specialist or principal of the school in which the juvenile is enrolled. TCSC will then treat the material as if it were disciplinary file material and will maintain it in accordance with school policies.

## **ARTICLE VIII. CONFIDENTIALITY**

It is the desire and intent of TCSC and the Police Department to maintain the confidentiality of juveniles and employees as required by law. Nothing in this MOU shall be construed to violate the requirement of confidentiality with respect to juvenile or employee records and information exchanged or shared by TCSC and the Police Department. The Police Department, as a juvenile justice agency receiving education records of a student, agrees and certifies to TCSC that the Police Department and Chief of Police or designees receiving records shall not disclose said records to a third party not a juvenile justice agency, without the consent of the child's parent.

## **ARTICLE IX. COURT ORDERS**

TCSC and the Police Department acknowledge that a Court may require the destruction, surrender, or expungement of information exchanged pursuant to this MOU. TCSC and the Police Department agree that they shall comply with any such order for the destruction, surrender, or expungement of such information or records as soon as practicable.

## ARTICLE X. GENERAL PROVISIONS

**A. MOU Not Restrictive.** TCSC and the Police Department agree that this MOU does not eliminate or limit the independence of TCSC or the Police Department's ability to proceed in either the school system or in the criminal justice system, or both, as circumstances may require. Subject to applicable state and federal laws, this MOU shall not be interpreted to limit or restrict the exchange and sharing of information and documents between the parties.

**B. Assignment.** Except as otherwise provided within this MOU, neither party hereto may transfer or assign this MOU without prior written consent of the other party.

**C. Insurance Coverage.** Unless a party certifies that it is self-insured and provides reasonable assurance as to its ability to provide such self-insurance, each party shall maintain comprehensive general liability insurance during the term of this MOU. Each party will provide a copy of the insurance policy upon request of the other party.

**D. Indemnification.** Each party agrees to indemnify and hold the other party, its deputies, agents, employees, assignees, and other vendors harmless from any liability, loss or damage each may suffer as a result of claims, demands, costs or judgments, including legal fees, against each of them arising out of the duties and obligations pursuant to this MOU.

**E. Amendment.** This MOU may be amended or modified as necessary only by the mutual consent of the parties, made in writing and signed by the parties or their successors in interest.

**F. No Other Agreement.** Except as otherwise expressly provided herein, this MOU supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

**G. Severability.** If any provision, covenant, agreement or portion of this MOU or its application to any person, entity or properly, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this MOU and, to that end, any provisions, covenants, agreements or portions of this MOU are declared to be severable.

**H. Legal Fees.** In the event any party brings an arbitration, suit or action under this MOU to enforce any of its terms, or in any appeal there from, it is agreed that each party shall bear their own expenses, including legal fees. Notwithstanding the foregoing, legal fees shall be available for claims made pursuant to Section X(D) above concerning Indemnification.

**I. No Third Party Beneficiaries.** By entering into this MOU, the parties do not intend to confer a benefit on a third party. Rather, it is the exclusive intention of the parties for the MOU to benefit only the parties to this MOU. Therefore, the parties shall not communicate to any person or entity that this MOU benefits any person or entity other than the parties.

**J. Applicable Law and Venue.** This MOU shall be interpreted, construed, and enforced pursuant to, and in accordance with Indiana law. Further, the parties consent to venue in Tipton County, Indiana.



IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the date first set forth.

CITY OF TIPTON on behalf of  
Its POLICE DEPARTMENT

TIPTON COMMUNITY SCHOOL CORPORATION

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

April 19, 2018