

TIPTON POLICE DEPARTMENT AND TIPTON COMMUNITY SCHOOL CORPORATION MEMORANDUM OF UNDERSTANDING

Pursuant to this memorandum of understanding (MOU) by and between the City of 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 Tipton, Tipton County, Indiana, an Indiana municipal corporation;

WHEREAS, TCSC is the duly authorized school corporation for Cicero, Jefferson, Madison Townships, Tipton County, Indiana, inclusive 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 a 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 information concerning TCSC employees and students;

WHEREAS, Indiana statutes provide for, and in some instances, require the exchange of information between schools and law enforcement personnel;

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

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

WHEREAS, TCSC and the Police Department desire that 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 considerations, the receipt and sufficiency of which are hereby acknowledged, TCSC and the Police Department agree as follows:

ARTICLE I : RECITALS

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

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 one (1) year, commencing on the first (1st) day of July, 2026 and ending the 30th (30th) day of June, 2027. This 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 renewal.

ARTICLE IV : SCHOOL RESOURCE OFFICERS

A. SRO Responsibilities

To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies. SRO shall perform regular law enforcement duties as determined by the Tipton Chief of Police or the Chief's designee. Specific duties of SRO shall be determined by the Police Department with the input from TCSC. TCSC may slightly adjust SRO duties based on schools' specific needs. Any records created concerning the performance of the services provided by the Police Department will be maintained by the TCSC District School Safety Specialist and shared with the Chief of Police or the Chief's designee.

As more specifically described in APPENDIX A, which is attached and incorporated herein, duties of SRO may generally include, but not limited to the following:

1. 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 school and approved by the Police Department.

3. Responding to emergency law enforcement activities which may include:
 - (a) making arrests
 - (b) conducting search and seizure of person or property using a reasonable suspicion test
 - (c) carrying a firearm on or about school property
 - (d) exercising other police powers with respect to enforcement of Indiana law
4. Attending Police Department training or other administrative duties.

B. Selection and Assignment of SRO

The Chief of Police shall retain authority over the employment and appointment of City police officers. However, because of the unique nature of an SRO's daily interaction with students and school employees, the parties agree that the selection of an officer for regular assignment as TCSC's School Resource Officer shall be made collaboratively. Before making a permanent SRO assignment, the Chief shall provide TCSC's Superintendent, or designee, an opportunity to interview and provide input regarding qualified candidates. No officer shall be permanently assigned as TCSC's SRO without the mutual agreement of the Chief of Police and TCSC Superintendent, subject to any approval required by the TCSC Board of School Trustees.

C. School Safety Plan

The SRO shall consult with local law enforcement officials and the first responders to assist TCSC's District School Safety Specialist with the development, implementation, and effective operation of the school safety plan that protects against internal and external threats to the physical safety of students, employees, and/or visitors; prevents unauthorized access to school property; and secures schools against violence and natural disasters. Although the SRO are not generally involved in school disciplinary measures, the SRO shall help maintain a safe and effective educational learning environment.

D. Considerations

In consideration for placing SRO in TCSC, TCSC will pay the city of Tipton compensation equal to **71% of the salary and benefits** of each full-time, assigned SRO. The City shall submit quarterly invoices itemizing the amounts attributable to salary, employer-paid benefits, and any separately authorized additional services. The SRO will coordinate with the Chief of Police, or Chief's designee, pertaining to vacation/day off arrangements of the SRO's employment as a police officer with the city of Tipton.

The SRO shall:

1. Be assigned to TCSC for **185** staff days identified annually by TCSC. Additional days may be scheduled only with prior approval of the Superintendent or designee. Substitute SRO's will be present on days (when available) when the full-time SRO is unable to report. If no SRO or substitute SRO is provided for more than five consecutive scheduled school days,

TCSC's reimbursement shall be prorated for the period during which services are not provided, unless otherwise agreed by the parties.

2. Be assigned by the Chief of Police, or designee, to work forty (40) hours per week for school related duties. (Normal assignment time will be 7:30am-3:30pm, Mon-Fri.) **Upon terms mutually agreeable to both parties, the SRO may also provide services outside the normal school hours (at an additional cost).**
3. Be a commissioned officer and a member of the Tipton Police Department.
4. Shall satisfy all training and certification requirements applicable to school resource officers under Indiana law, including IC 20-26-18.2, as amended, including the Basic SRO certification from the National Association of School Resource Officers.
5. Possess a sufficient knowledge of the applicable federal and state laws, city and county ordinances, and TCSC and Indiana Board of Education ("IDOE") policies and regulations.
6. Possess an even temperament and set a good example for students both on and off duty.
7. Possess communication skills that would enable the officer to function effectively within the school environment
8. Be assigned regular patrol duties by the Chief of Police, or designee, when school is not in session (school cancellations).
9. Be responsible to schedule his/her vacation time during the times when school is NOT in session, unless authorized by the Chief of Police, or designee.

E. Flexible Hours

By mutual agreement of the Superintendent/designee and Chief/designee, the SRO's daily schedule may be adjusted to accommodate school safety needs or school-sponsored events, provided that the adjustment does not result in additional compensation or overtime obligations.

F. SRO Uniforms

SROs will wear their departmental assigned uniform (exceptions to be approved by the Chief of Police, or designee) during their school schedule, which will be mutually agreed upon consultation with school officials. Consistent with state law, the SRO shall wear their departmental issued, on-duty, weapon issued by the Tipton Police Department.

G. Enforcement of School Disciplinary Procedures

The SRO shall not be responsible for instituting or enforcing school disciplinary measures. The SRO will not generally act as a school disciplinarian nor make recommendations regarding school discipline. Notwithstanding the foregoing, the SRO may, from time-to-time, remind students of school rules and enforce school rules; however, the SRO shall not be required to perform or take such disciplinary action.

H. Transporting Students

The SRO shall not transport students in Police Department vehicles except when:

1. Students are victims of a crime.
2. Students are under arrest
3. Some other child welfare, safety or emergency circumstances exist
4. Students are suspended or sent home from school following a school disciplinary action
5. Student's parent/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/her continued presence on campus is a threat to the safety and welfare of other students/school personnel.
6. Student being transported is a family member or friend of the SRO and is otherwise eligible for transportation in a Police Department vehicle pursuant to Tipton's policies and procedures.

If necessary to transport a student:

1. A school official or employee shall accompany the officer in the vehicle (unless under arrest).
2. The SRO shall not transport a student to any location unless it is determined that the student's parent/guardian is at the destination to which the student is being transported.
3. SRO shall not transport students in their personal vehicles.
4. SRO shall notify school personnel upon removing a student from campus.

I. 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 laptop computer and patrol vehicle. The vehicle will be maintained and all associated cost of operation of said vehicle will be provided by the Police Department
3. The Police Department will purchase and maintain comprehensive general auto liability insurance of said vehicle in an amount not less than the coverage recommended by the risk manager for the city of Tipton.
4. The Police Department will provide all weapons and ammunition necessary for the SRO.
5. The Police Department and TCSC shall equally share the approved costs incurred for the SRO to attend state and/or national conferences or related professional development. All conference, travel, lodging, registration, and related expenses must be approved in advance by both the Chief of Police, or designee, and the TCSC Superintendent, or designee. Unless otherwise agreed in writing, the parties shall each be responsible for fifty percent (50%) of the approved expenses.

J. Communication

The SRO shall coordinate and communicate with the TCSC Superintendent, or designee, and the Chief of Police, or designee. The responsibility is that of the SRO to ensure that both parties are kept up to date with any/all relevant information that needs to be shared.

K. Relationship of Parties

This MOU provides for contractual law enforcement services and the exchange of information. The SRO is an employee of the Police Department and is subject to the Police Department control and supervision. The SRO will follow the current operating procedures, rules, and regulations of the Police Department, including attendance at all mandatory training and testing to maintain law information certifications. The Police Department and TCSC are not a partnership or joint venture and shall not make responsibilities to third parties indicating a partnership or joint venture relationship.

L. Training

The SRO shall maintain the following minimum training standards to fulfill his/her role at TCSC:

1. Maintain all training needed to be a commissioned officer with the Tipton Police Department.
2. Receive formal SRO training in order to be certified by the State of Indiana as an SRO, as required by state law.
3. Maintain an Indiana Safe School Specialist Certification from the Indiana Department of Homeland Security's Office of School Safety. (Full-time SRO only)

ARTICLE V : STUDENT INFORMATION AND RECORDS

A. Juvenile Arrest, Detention or Immediate Detentions

Pursuant to Indiana Code ("IC 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 the event of immediate detention pursuant to IC 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 Superintendent with a written notice (1) that the child was taken into custody; and (2) of the reason why the child was taken into custody.

In addition to immediate detentions pursuant to IC Code 12-26-4-1, the alleged crimes require notification to TCS, as specified above, including the following:

1. Murder (IC 35-42-1-1)
2. Attempted Murder (IC 35-42-5-1)
3. Voluntary Manslaughter (IC 35-42-1-3)
4. Involuntary Manslaughter (IC 35-42-1-4)
5. Reckless Homicide (IC 35-42-1-5)

6. Aggravated Battery (IC 35-42-2-1.5)
7. Battery (IC 35-42-2-1)
8. Kidnapping (IC 35-42-3-2)
9. Sex Crimes (listed from IC 35-42-4-1 through 35-42-4-8)
10. Sexual misconduct with a minor (IC 35-42-4-9)
11. Incest (IC 35-46-1-3)
12. Robbery *as Level 2 or 3 Felony* (IC 35-42-5-1)
13. Burglary *as Level 1, 2, 3, or 4 Felony* (IC 35-43-2-1)
14. Assisting a criminal *as Level 5 Felony* (IC 35-44.1-3-5)
15. Escape *as Level 4 or 5 Felony* (IC 35-44.1-3-4)
16. Trafficking with an inmate *as Level 5 Felony* (IC 35-44.1-3-5)
17. Operating a Vehicle causing death (IC 9-30-5-5)
18. Criminal confinement *as Level 2 or 3 Felony* (IC 35-42-3-3)
19. Arson as a Level 2, 3, or 4 Felony (IC 35-43-1-1)
20. Possession, use, or manufacture of a weapon of mass destruction (IC 35-47-12-1)
21. Terroristic mischief as a Level 2 or 3 Felony (IC 35-47-12-3)
22. Hijacking or disruption an aircraft (IC 35-47-6-1.6)
23. Violation of controlled explosives as a Level 2,3,or 4 Felony (IC 35-47.5)
24. Controlled substance offense under (IC 35-48)
25. Criminal gang offense under (IC 35-45-9)

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 IC 20-33-8-16, suspended or expelled for bringing/possession a firearm or destructive device to school or onto school property, TCSC shall advise the juvenile and his parents that TCSC will immediately advise the Police Department regarding the suspension or expulsion. TCSC will then submit the following information to the designated juvenile officer within the Police Department, in writing:

1. Name, age, address, and sex of 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. Description of the method of apprehension
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 IC 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 IC 20-33-9-6, if TCSC has reason to believe that a student has committed an offense related to controlled substances or alcoholic beverage while in, on, or within one thousand (1000) feet of school property, then TCSC shall immediately advise the Police Department, in writing, of the following information:

1. General description of the violation
2. Name or generic description of each violator known to the reporter
3. Date, time, and place of violation
4. Name or general description of each person who the reporter know witnessed any part of the violation
5. General description and location of any property that the reporter knows was involved in the violation.

D. Drug Testing

Notwithstanding any other provisions of this MOU, results of TCSC's random drug tests 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 found to be a child in need of services (CHINS) or has been determined to be a delinquent pursuant to IC 31-37-1-2, the Police Department and TCSC shall exchange the records of such student, providing 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 1AC 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 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 IC 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

on thousand (1000) yards of school property, TCSC shall immediately provide a designated officer within the Police Department, in writing, with the following information, when applicable:

1. General description of the violation
2. Name or general description of each violator known to the reporter, date, time and location of violation
3. Name or general description of each person who the reporter knows witnessed any part of the violation
4. General description and location of any property that the reporter knows was involved in the violation

B. Threats, Battery, Intimidation, and Harassment

Pursuant to IC 20-33-9-13, if TCSC has reason to believe that a TCSC employee had 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 shall include the following information, when applicable:

1. Name, age, address and sex of employee
2. Nature of the offense, or activity allegedly committed and the circumstances immediately surrounding it, including time, location and property involved
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 had adopted a policy of random drug tests for its potential employees. The purpose of this policy is not to be punitive in nature, but aimed at furthering the safety of the student population. The policy requires 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 the 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 VII : 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 shall not disclose a child's educational records obtained from TCSC to a third party, other than another juvenile justice agency without consent of the child's parent/guardian or otherwise permitted by law.

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 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 independence of TCSC or the Police Department's ability to proceed in either the school corporation 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 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 part 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 only by the mutual consent of the parties, by the adoption of an ordinance or resolution of Tipton approving said amendment, as provided by law, and by the execution of the agreement of the parties.

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

In any provision covenant, agreement or portion or portion of this MOU or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application 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 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 other person or entity that this MOU benefits other than those parties mentioned in this MOU.

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 the 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

Date: _____

Date: _____

Name: _____

Title: Mayor

Name: _____

Title: Police Chief

Signature: _____

Signature: _____

Tipton Community School Corporation

Date: _____

Date: _____

By: _____

Title: School Board President

By: _____

Title: Superintendent

Signature: _____

Signature: _____