

The Board of Education of Dorchester County

CONTRACT REVIEW VERIFICATION

The attached contract has been reviewed by the individuals below. The services and/or products are necessary to meet the needs and programmatic goals of the Board.

Vendor/Contractor Name: Cambridge City Police Department

Total Amount of Contract: \$44,000.00

Accounting Code to be Charged: 2207450009596.204

Any additional information to support accepting the attached contract?

Provide contracted SRO services to MLMS.

Signature of Principal or Supervisor Date

Signature of Grant Manager Date

SSS 9/1/22
Signature of Comptroller Date

[Signature] 9/1/22
Signature of Director Date

Reviewed by A Scott

Confirm Review by Board Attorney, or, Explanation for Not Sending

Signature of Superintendent if needed Date

**MEMORANDUM OF UNDERSTANDING, IMPLEMENTATION AND
ADMINISTRATION OF
PROGRAMS INVOLVING CAMBRIDGE POLICE OFFICERS IN SCHOOLS**

THIS Memorandum of Understanding (MOU), dated this _____ of _____, 2022, is entered into by and between THE CITY of CAMBRIDGE, Maryland (hereinafter referred to as the "City"), by and through the CAMBRIDGE POLICE DEPARTMENT (hereinafter referred to as the "CPD"), and Board of Education of Dorchester County (hereinafter referred to as the "School District" or the "District"). For purposes of this MOU each party may be referred to as a "party" or collectively as "parties".

THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE:** The purpose of this MOU is to provide for the health, safety, and welfare of Dorchester County public school students by providing for partnership programs involving Cambridge police officers in schools.
2. **OBLIGATIONS OF THE PARTIES:**
 - A. The CPD will schedule the working hours of the police officers supporting the partnership program, taking into account those days when the School District is in operation. The hours of police officers availability will be during school hours while the School District is in session. Adjustments outside of these regular hours may be made by mutual agreement between the School District's facilities department and the CPD.
 - B. Police Officers supporting the partnership program will be Cambridge Police employees recruited and selected by CPD. Their salary, payroll taxes, payroll-based expenses, and benefits will be paid by the County.
 - C. There will be limited cost-sharing between the CPD and the School District as follows. The CPD will be responsible for all costs and expenses associated with this MOU, including but not limited to providing workers' compensation coverage, the cost of which will be determined as part of the CPD's negotiated agreement with their officers for the purpose of this MOU. The School District will pay the CPD no more than forty-four thousand dollars (\$44,000.00) under this agreement for services rendered by the CPD.
 - D. All scheduling, deployment, supervision, and payment of the officers supporting the partnership program will be the responsibility of the CPD.
 - E. The CPD reserves the option to make substitute police officers available when regularly scheduled officers are not available to support the program.

- F. The partnership program consists of a Middle School Resource Officer ("SRO"). Further definitions of duties are provided in Section 4 of this MOU. If the School District is not participating in a particular program, the duties assigned will be identified as "not applicable."
- G. Information and record sharing between CPD and the District concerning education student records shall follow the requirements and allowed exceptions of the Family Educational Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996, as well as all applicable Federal civil rights and laws and relevant Maryland statutes, regulations, and other relevant law. The sharing of CPD criminal justice records with the District will be controlled by CPD policies and procedures, the Maryland Criminal Justice Records Act and other relevant Maryland law.

3. ROLES AND RESPONSIBILITIES:

- A. School District: The mission of school administrators is to build partnerships with school communities by creating and maintaining a safe and nurturing educational environment for all students, staff, and visitors, by deterring criminal and disruptive conduct that impacts the learning environment, ensuring timely and effective response to requests for assistance, and providing training in emergency preparedness.

The School District will:

1. Provide a School District coordinator.
2. Provide a school facilitator (liaison in the school).
3. Provide time for their school principal or designee, and the assigned SRO and the CPD or designee, to participate in a review of the school crisis plan at the beginning of each semester.
4. Adhere to School District Policies and Procedures including, but not limited to crisis prevention, emergency response procedures (practice drills), threat assessments, and addressing behavior or other information that may indicate impending violence.
5. Provide an office for the assigned SRO.
6. Coordinate other meetings as deemed necessary by the District, school staff, SRO, or CPD or designee.
7. Observe and evaluate the SRO.

- B. The CPD Middle School Resource Officer: The mission of the Middle School SRO is to provide for and maintain a safe, healthy, and productive learning environment while acting as a positive role model for all Dorchester County public high school students by working in a cooperative, proactive, problem-solving

partnership between the CPD and the School District. The SRO will collaborate with the school principal to determine the best course of discipline except as permitted pursuant to COMAR 13A.08.01.12 and 13A.08.01.13.

The CPD will:

1. Provide officer supervision.
2. Provide an officer assigned to the SRO unit.
3. Provide officer uniforms, equipment, vehicle, and training.
4. Place an SRO in the school five days per week.

The Middle School SRO will:

1. Enhance safety on school grounds to provide a safe learning environment.
2. Assist school staff and students with locating community resources.
3. Identify and solve mutual problems affecting the School District and the community.
4. Assist teachers by supporting their classes dealing with constitutional and local law issues. Assist teachers by supporting and/or providing supplemental course instruction relating, but not limited to, social media and cyber safety, drug interactions, explicit mobile device communication and constitutional law.
5. Provide a positive liaison between CPD, the students, the school administration, and the District facilities department.
6. Assist with, solve, or be involved in any issue of mutual interest and agreement.
7. Conduct visits to the middle schools' feeder elementary school(s) on a time-available basis and respond to calls for service as requested by the middle school principal or designee or District personnel on a time-available basis.
8. Adhere to the Maryland School Laws and Regulations and CPD's Policies and Procedures including, but not limited to crisis prevention, emergency response procedures (practice drills), threat assessments, and addressing behavior or other information that may indicate impending violence.

C. Special Considerations:

1. Both CPD and the District acknowledge that SROs will not respond to or be responsible for requests to resolve routine discipline problems involving students. All issues concerning routine student discipline, including student code of conduct violations and student misbehavior, will be handled exclusively by the District unless such violation or misbehavior involves criminal conduct.
2. Although SROs will be working in conjunction with the school staff, they will report directly to the CPD administrative officer on any administrative matters.
3. Although assigned to a specialized unit within CPD, SROs are required by

policy and procedure to perform various tasks throughout the year, including but not limited to weapons' qualification on a quarterly basis, in-service training on an annual basis, and court appearances as subpoenaed.

4. CPD understands and acknowledges that there may be circumstances in which both the CPD and the District will have a need to investigate student conduct, on or off school property. CPD further understands and acknowledges that District investigation of such conduct will not necessarily be to determine whether a crime has been committed but whether appropriate disciplinary measures need to be taken. The District will be entitled to interview witnesses, including the alleged perpetrator(s) of such conduct, and conduct its own investigation as it determines is appropriate and within time frames it deems appropriate. After consultation by the District with a CPD supervisor regarding the scope of the concurrent investigation, the District shall not conduct an independent investigation if the CPD determines that said investigation by the District would interfere or impede the criminal investigation by the CPD.

4. REIMBURSEMENT:

- A. The City will invoice the School District for the costs associated with the operation of the partnership program up to forty-four thousand dollars (\$44,000).
- B. The Middle School SRO program will consist of having an officer in Mace's Lane Middle School eight (8) hours per day for five(5) days per week, or forty(40)hours total per week for the School District year. However, by mutual agreement between the District and the CPD, this schedule can be modified to better address the needs of the District.

5. TERM OF PROGRAM:

- A. The partnership program between the City, CPD, and the School District under this MOU is deemed to have begun on the first day of the first (Fall) semester of school in the 2022-2023 school year and ends on the last day of the second (Spring) semester of school in the 2024-2025 school year as defined by the School District.
- B. The District may exercise its option to extend the contract for each additional school year period by providing the CPD with notice of its intent to renew thirty (30) days prior to the current expiration date. Any option to extend this contract will become effective only after agreement of the County and CPD to the extension.

6. ASSIGNMENT: The School District shall not assign or otherwise transfer this MOU or any right or obligation hereunder without prior written consent of the City and CPD.

7. LAW: This MOU is subject to and shall be interpreted under the law of the state of Maryland, City Code, Ordinances, Rules and Regulations of the City of Cambridge, Maryland. Court venue and jurisdiction shall exclusively be in either the Circuit Court of Dorchester County or the Maryland District Court for Dorchester County, Maryland,

depending on the matter at issue. The School District shall ensure that the School District and the School District employees, agents, and officers are familiar with, and comply with, applicable federal, state, and local laws and regulations as now written or hereafter amended.

8. APPROPRIATION OF FUNDS:

A. In accord with the Maryland Constitution, performance of the CPD's obligations under this MOU are expressly subject to the appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the CPD's obligations under this MOU, or appropriated funds may not be expended due to City spending limitations, the City and CPD may terminate this MOU without compensation to the School District.

B. The School District's participation under this MOU is subject to initial review and approval by the School District every four years.

9. TERMINATION:

A. The City and CPD may terminate this MOU with the School District for the City's convenience upon 30 days' written notice to the School Board without compensation to the School District.

B. The School District may terminate this MOU with the City and CPD for the School District's convenience upon 30 days' written notice to the City without compensation to the City.

10. INTEGRATION: This MOU is a completely integrated agreement and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this agreement shall be of no effect and shall not be binding on the School District or the CPD. Further, the School District and the CPD acknowledge and agree that this is a negotiated text agreement, and that as such no term shall be construed against the CPD as the author thereof.

11. NO THIRD-PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto. Nothing contained in this MOU shall give or allow any such claim or right of action by any third person or entity. Any third-party receiving services or benefit under this MOU shall be deemed to be incidental beneficiaries only.

12. ENTIRE AGREEMENT: This MOU constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this MOU may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

13. LOCAL CONCERN: The parties agree and acknowledge that the activities contained in this MOU are matters of local concern only, and that the parties have mutually joined together for the performance of the matters of local concern, and that nothing in this MOU shall be construed as matters of statewide concern.

14. INDEMNIFICATION: The provision of services under this MOU is for the benefit of both parties to the MOU. Each party agrees to be responsible for its own liability as a result of its participation in this MOU. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU, or in defending against any action arising out of services provided or actions committed pursuant to the terms of this MOU.

CITY OF CAMBRIDGE, MARYLAND:

Council President

By: _____

Cambridge Police Chief

Date: _____

Date: _____

BOARD OF EDUCATION OF DORCHESTER COUNTY

Board President

By: _____

W. David Bromwell, Superintendent

Date _____

Date: _____