

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: Hurlock City Police Department

Total Amount of Contract: \$0.00

Accounting Code to be Charged: NA

Any additional information to support accepting the attached contract?

Provide contracted SRO services to Hurlock Elementary

Signature of Principal or Supervisor Date

Signature of Grant Manager Date

SS 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

F. The partnership program consists of an Elementary School Resource Officer ("SROs"). 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 HPD 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 HPD criminal justice records with the District will be controlled by HPD 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 environments 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 Hurlock Police Chief 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 HPD or designee.
7. Observe and evaluate the SRO.

B. The HPD Elementary School Resource Officer: The mission of the Elementary School SRO is to provide for and maintain a safe, healthy, and productive learning environment while acting as a positive role model for all Hurlock Town public elementary school students by working in a cooperative, proactive, problem-

solving partnership between the Town 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 HPD 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 Elementary 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 HPD, 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. Adhere to the Maryland School Laws and Regulations and HPD'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 HPD 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 HPD administrative deputy on any administrative matters.
3. Although assigned to a specialized unit within HPD, SROs are required by policy and procedure to perform various tasks throughout the year, including but not limited to weapons qualification as required, in-service training on an annual basis, and court appearances as subpoenaed.

4. HPD understands and acknowledges that there may be circumstances in which both the HPD and the District will have a need to investigate student conduct, on or off school property. HPD 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 HPD supervisor regarding the scope of the concurrent investigation, the District shall not conduct an independent investigation if the Chief determines that said investigation by the District would interfere or impede the criminal investigation by the Chief.

4. REIMBURSEMENT:

A. The Town will not invoice the School District for the costs associated with the operation of the partnership program.

B. The Elementary School SRO program will consist of having an officer in Hurlock Elementary 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 HPD, this schedule can be modified to better address the needs of the District.

5. TERM OF PROGRAM:

A. The partnership program between the Town, HPD, 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 HPD 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 Town and HPD 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 Town and HPD.

7. LAW: This MOU is subject to and shall be interpreted under the law of the state of Maryland, Town Code, Ordinances, Rules and Regulations of the Town of Hurlock, 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 HPD's obligations under this MOU are expressly subject to the appropriation of funds by the Town Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the HPD's obligations under this MOU, or appropriated funds may not be expended due to Town spending limitations, the Town and HPD 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 Town and HPD may terminate this MOU with the School District for the Town'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 Town and HPD for the School District's convenience upon 30 days' written notice to the Town without compensation to the Town.

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 HPD. Further, the School District and the HPD acknowledge and agree that this is a negotiated text agreement, and that as such no term shall be construed against the HPD 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.

TOWN OF HURLOCK, MARYLAND:

<p>_____</p> <p>Mayor of Hurlock</p>	<p>By: _____</p> <p>Hurlock Police Chief</p>
<p>Date: _____</p>	<p>Date: _____</p>

BOARD OF EDUCATION OF DORCHESTER TOWN

<p>_____</p> <p>Board President</p>	<p>By: _____</p> <p>W. David Bromwell, Superintendent</p>
<p>Date: _____</p>	<p>Date: _____</p>