

MEMORANDUM OF UNDERSTANDING BETWEEN

CENTRAL NINE CAREER CENTER

AND THE

JOHNSON COUNTY SHERIFF'S OFFICE

School Resource Officer

The following Memorandum of Understanding (MOU) sets forth the terms between Central Nine Career Center ["Central Nine"] and the Johnson County Sheriff's Office ["JCSO"] and Johnson County, Indiana, acting through its Board of Commissioners, and its successors and assigns ["Board"], collectively "County", for the School Resource Officer program at Central Nine Career Center, commencing with the 2023-2024 school year. The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities.

WHEREAS both entities recognize and support the need for safe schools and a safe and effective learning environment for youth; and

WHEREAS No modification of this MOU shall be valid or binding unless the modification is in writing, duly dated, approved by governing bodies, and signed by both parties.

WHEREAS Central Nine has employed a JCSO Special Deputy as the School Resource Officer.

THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are as a result of this acknowledged, the School and County agree to the following provisions.

Central Nine agrees to the following provisions:

1. To create, maintain, and fund one School Resource Officer ("SRO") position, as outlined in the job description for the position, attached hereto as Exhibit A;
2. To provide employee benefits to the SRO, as required by Central Nine Policies and its Employee handbook;
3. To provide and fund training for the SRO, including the National Association of School Resource Officers Basic School Resource Officer training, training necessary to maintain Special Deputy powers, and other training Central Nine and the JCSO agree are necessary or beneficial for the effective implementation of the SRO Program;
4. To provide one police vehicle, insurance for which is provided and paid for by Central Nine, for use on and travel between Central Nine facilities or other travel in connection with the duties of the SRO;
5. To provide additional liability insurance for "acts of law enforcement";
6. To provide radio frequency for communication among Central Nine administrators and the SRO;
7. To put the SRO on Central Nine's payroll and provide a W2 for tax purposes; and
8. In the event that an offense is committed and involves a victim, Central Nine officials shall notify the victim, and the victim's parents of the offense and the victim's rights to press charges against the offender. Central Nine personnel shall cooperate in any investigation or other proceedings leading to the victim's exercise of rights as provided by law.

9. The SRO shall

- a. Request criminal history information as permitted by Indiana law. However, the SRO may work with local agencies as necessary if there is a need to research driver's licenses or plates on school property; and
- b. Notify the appropriate law enforcement agency when a person commits any criminal offense (as defined by Indiana Code) on school property, on school-sponsored transportation, or at school-sponsored activities.

The County agrees to the following provisions:

1. To permit the SROs to wear the appropriate JCSO uniform;
2. To provide equipment owned by JCSO to the SRO in furtherance of the SRO's duties, including but not limited to: a firearm, handcuffs, and upgraded handheld radio equipment;
3. To request reimbursement from Central Nine for the procurement and maintenance of any necessary standard-issue law enforcement equipment identified in Exhibit B that is not otherwise available to be provided from JCSO's equipment inventory;
4. To provide continued training to the SRO, as required to maintain Special Deputy powers, through the PoliceOne training program;
5. To grant the SRO rights to utilize police powers, including arrest powers, as a Special Deputy with JCSO, as well as the right to carry and operate a firearm.

GENERAL PROVISIONS

Each entity agrees that the MOU does not eliminate the independence of JCSO, and police agency, or Central Nine's ability to proceed in either the school system, 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. Except as otherwise provided within this MOU, neither party may transfer or assign this MOU without prior written consent of the other party.

INSURANCE AND INDEMNIFICATION

Central Nine agrees to indemnify and hold harmless the County from any claim asserted against the County and/or any deputy performing services pursuant to this MOU, but only to the extent that the defense and payment of said claim is covered through Central Nine's law enforcement and general liability insurance policies, and said policies will be primary and non-contributory. Central Nine further agrees to add the County as an additional insured on Central Nine's law enforcement and general liability policies. In addition, if SRO is to be employed on a full-time basis, SRO shall be paid on a W2 basis, and the workers Compensation will be Central Nine's responsibility. Central Nine shall provide documents to the County confirming that the County has been added as an additional insured. Further, Central Nine covenants to notify the County of any change in Central Nine's policies of insurance relevant to the MOU within seven (7) days of receipt. Failure to provide insurance satisfactory to County as required in this MOU is a material breach of contract entitling the County to terminate this MOU immediately.

FORUM & VENUE

This MOU shall be governed by and construed in accordance with the laws of the State of Indiana

without giving effect to any choice or conflict of law provisions or rule. Any dispute arising from this MOU shall have venue in Johnson County, Indiana.

LEGAL FEES

If any party brings a suit or action under this MOU to enforce any of its terms, or in any appeal therefrom, it is agreed that each party shall bear their expenses, including legal fees unless said action or suit is deemed to be frivolous by the court according to Indiana statute. Notwithstanding the foregoing, an award of legal fees shall be available for claims made according to the above concerning indemnification. 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 entities for the MOU to benefit only the entities to this MOU and the parties shall not communicate anything to the contrary with any other person or entity.

CONTINUATION/TERMINATION OF MOU

This MOU shall continue for the 2023 and 2024 school year and shall be renewed every school year thereafter unless one party gives the other party at least 60 days written notice before the end of the school year (based upon the student calendar) of its intention not to renew the MOU.

Nothing in this agreement shall be construed to circumvent the Johnson County Sheriff's statutory authority to grant or remove special deputy powers with or without cause pursuant to Indiana Code §36-8-10-10.6. Should the Johnson County Sheriff exercise those powers to remove the special deputy powers from the SRO, that individual will no longer be able to serve in the capacity of the SRO. Central Nine shall have sixty (60) days to provide a qualified individual to be granted special deputy powers to fill the vacant SRO position. Should Central Nine be unable to provide a qualified individual within sixty (60) days, this agreement shall become void upon the sixty-first (61) day.

RELATIONSHIP OF PARTIES

This MOU is intended to provide for one Special Deputy operating under the authority and oversight of the Johnson County Sheriff's Office serving as a school resource officer employed by Center Nine. The SRO shall follow the current operating procedures, rules, and regulations of JCSO, including all mandatory training and testing. Nothing herein is intended to or shall create an employment, partnership, or joint venture such that one party shall be responsible for the debts, obligations, or liabilities of the other. No personnel for any party hereto shall have, or attempt to assert, that such personnel have the authorization or right to bind the other party hereto.

MODIFICATION

Any amendment or modification of this MOU or additional obligation assumed by either Party in connection with this MOU will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ACKNOWLEDGEMENT

The parties hereto each acknowledge, represent, and warrant that they have read and fully understand all of the provisions of this MOU and have had the opportunity to consult with their respective legal counsel, and that they are signing and entering into this MOU as their free and voluntary act. The undersigned represent and warrant that they have the authority of their respective organizations to enter into this MOU.

This MOU is executed this ____ day of _____, 20__

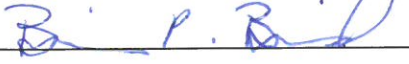
Johnson County Sheriff's Office

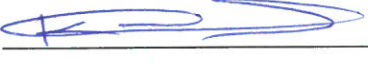
Duane Burgess, JCSO Sheriff

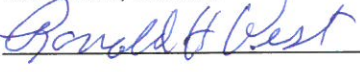

Signature – Johnson County Sheriff's Office

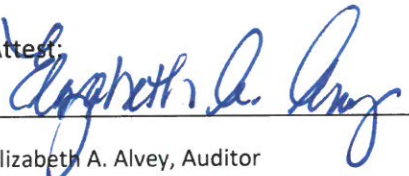
April 9, 2024
Date

Johnson County Board of Commissioners


Brian Baird, Chairman


Kevin Walls, Member


Ron West, Member

Attest:

Elizabeth A. Alvey, Auditor

Central Nine Career Center

William Kovach, Director

Signature – Central Nine

Date

Date

Date

Date