

**MEMORANDUM
OF
UNDERSTANDING
between
CITY OF ASHLAND
ASHLAND POLICE DEPARTMENT
AND
CLAY COUNTY BOARD OF EDUCATION**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the City of Ashland (the "City"), the Ashland Police Department (the "APD"), and the Clay County Board of Education (the "CCBOE"), effective the last date executed below.

WHEREAS, the City, APD, and the CCBOE have agreed to work together to assist in the establishment of a School Resource Officer ("SRO") Program at Ashland Elementary School, and, pursuant to this MOU; and

WHEREAS, the CCBOE aspires to provide funding for the SRO Program within the County; and

WHEREAS, the City and APD desire to provide funding and personnel for the SRO Program within the County as set forth in this MOU; and

WHEREAS, the City, APD, and the CCBOE deem it expedient to adopt the following for the School Resource Officer Program within the County.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

**PART I
PURPOSE**

A. This MOU represents the mutual desires of the County and the CCBOE for the SRO Program. This endeavor is a collaborative effort between education and law enforcement when school is in session.

B. The Ashland Police Department shall assign a law enforcement officer (Officer) to Ashland Elementary School as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Chief will select and assign an SRO to occasionally be present at Ashland Elementary School when school is in session.

C. The CCBOE agrees to provide the County with funding for the SRO program. The City and APD have agreed to provide funding for the program and personnel to the CCBOE pursuant to this Agreement.

PART II

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Chief will employ one (1) SRO as set forth in this MOU. The CCBOE will pay the City One Hundred (\$100) dollars per day for 190 days per school year for the SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options, or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. By the tenth (10th) day of each month during the school year, the City shall submit invoices to CCBOE for the previous month of service provided by the APD SRO pursuant to this MOU. A copy of the invoice shall be submitted to the Chief for approval, along with any other forms or documentation required by the Chief.

C. The CCBOE shall transfer to the County an amount sufficient to pay all invoices for the previous month of services provided by the APD SRO within thirty (30) days upon receipt, pursuant to this MOU.

D. The City agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the City, including but not necessarily limited to sick leave, annual leave, retirement compensation, City paid holidays, and all other applicable employment benefits. The SRO shall be deemed an employee of the City as a Police Officer.

E. The SRO shall be an employee of the Ashland Police Department and shall be subject to the administration, supervision, and control of the Chief. The Chief, at its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.

F. For purposes of this MOU, the SRO's supervisor shall be the Chief or his designee. The Chief or his designee is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws.

Specific SRO duty hours at a particular school shall be set by mutual agreement between the CCBOE, potentially including the school's principal, and the Chief or his designee (the supervisor in charge of the SRO program), with the specific understanding that the SRO may not be always present on a school campus during the school day.

G. It is understood also by the parties that unexpected law enforcement needs may require the Chief to call the SRO from the schools temporarily. Such temporary absence by the SRO from school campuses shall not change the reimbursement.

PART III

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer who provides law enforcement expertise and resources.
2. The SRO may respond to the law enforcement needs of the elementary school.
3. Only the SRO or another law enforcement officer will make the final decision to arrest.
4. The Chief will administer, supervise, and evaluate the SRO position and may accept input from the Superintendent and the Administration of prescribed schools.

B. Ashland Police Department

- I. The Chief or his designee shall review the invoices submitted by the City to the CCBOE monthly pursuant to this MOU. Upon approval of the invoices, the Chief or his designee shall provide written approval and an order to pay to the City of Ashland and the CCBOE.
2. Ashland Police Department (and not the City or the CCBOE) shall be responsible for the implementation or operation of the SRO Program pursuant to this MOU and shall provide personnel pursuant to this MOU.

C. City of Ashland

1. Upon receipt of funds from the CCBOE for the payment of the invoices, the City shall issue a Receipt for payment of the approved invoices.
2. Pursuant to this MOU, the City shall have no responsibility for the implementation or operation of the SRO Program, shall provide funding, and shall incur no liability to any party under any circumstances.

D. The Clay County Board of Education

1. Within thirty (30) days of receipt of an invoice, the CCBOE shall transfer to the City an amount sufficient to pay all invoices submitted by the City for the previous month of services provided by the City.
2. The funds will be paid to the City in accordance with the terms of this MOU.

PART IV

ADDITIONAL TERMS

A. This MOU shall be effective as of _____, _____, and shall remain in effect until the end of the academic year (June 30) unless any party elects to terminate the MOU by giving ninety (90) days written notice of such termination to the other parties. This MOU shall be reviewed annually and may be amended by the written agreement of the parties.

B. There are no third-party beneficiaries of this MOU, and this MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

The remainder of this page is intentionally left blank.

WHEREAS, the City of Ashland, the Ashland Police Department and the Clay County Public Schools, by and through the Clay County Board of Education, have agreed to the terms and considerations described herein and both shall perform designated actions hereto described, and to therefore perform in consideration thereof, the provisions of this agreement.

Adopted this, the _____ day of _____, _____.

FOR THE CITY:

Larry Fetner, Mayor
City of Ashland

ATTEST:

Chelsey Wynn, City Clerk
Clay County, Alabama

[SEAL]

STATE OF ALABAMA

COUNTY OF CLAY

CITY OF ASHLAND

By its Mayor, LARRY FETNER

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry Fetner, whose name as Mayor of the City of Ashland, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Ashland.

Given under my hand and official seal this the _____ day of _____, _____.

(SEAL)

Notary Public
My Commission expires: _____

FOR THE ASHLAND POLICE CHIEF:

Joseph Stanford, Chief

STATE OF ALABAMA

COUNTY OF CLAY

ASHLAND POLICE DEPARTMENT

JOSEPH STANFORD, CHIEF

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph Stanford, whose name as Ashland Police Chief, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, _____.

(SEAL)

Notary Public

My Commission expires: _____

FOR THE CLAY COUNTY BOARD OF EDUCATION:

Jared Wesley, Superintendent
Clay County Board of Education

STATE OF ALABAMA

COUNTY OF CLAY

JARED WESLEY, SUPERINTENDENT

Clay County Board of Education

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jared Wesley, whose name as Superintendent of the Clay County Board of Education is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Clay County Board of Education.

Given under my hand and official seal this the _____ day of _____, _____.

(SEAL)

Notary Public
My Commission expires: _____