

School Resource Officer Agreement

This Agreement ("Contract") is entered into this 10th day of February, 2021, between the Marion County Sheriff and **Ridgedale Local School District**.

Scope of Agreement and Services:

Whereas, the Sheriff agrees to maintain a regularly scheduled School Resource Officer assigned to the District or should the regularly School Resource Officer be absent a certified Deputy Sheriff in their absence. The Deputy Sheriff-School Resource Officer will perform all police functions and exercise any and all police powers and all of the police services on behalf of said District;

Whereas, pursuant to Section 311.29, 505.43 and 3313.37 of the Ohio Revised Code, the Marion County Sheriff may enter into contracts with a school district, and a school district may enter into such contracts with the Sheriff, to render any police service to the contracting school;

Whereas, the Sheriff's Office hereinafter referred to as "Sheriff" and contracting school district hereinafter referred to as "District", pursuant to Section 311.29 of the Ohio Revised Code, desire to enter into such contract. ("Sheriff" when used in this agreement/contract pertain to the Marion County Sheriff or his designee in accordance with Sheriff's Office Chain of Command);

Whereas, during the terms of this Agreement, the parties desire to make certain arrangements in respect to the SRO, as follows.

Mission Statement:

To promote a safe and secure learning environment for students, faculty, staff and the school community.

Goals:

- To promote a visible positive image of law enforcement interaction with students, teachers, staff and the school community.
- To provide a safe and secure educational environment in partnership with the school system and law enforcement.
- To serve as role model and develop a positive image with the student body.
- Develop a mutual partnership to work with faculty and staff to create a well-rounded atmosphere within the school building(s) and on school grounds.

Term of Contract:

This Contract shall be effective immediately upon signature by both Parties and remain in effect until termination by either party. The term of this agreement shall be for 1 (One) year commencing on July 1, 2021 and will continue until June 30, 2022. Either party may terminate this contract upon thirty (30) days written notice to the other party.

District Responsibilities:

The District shall:

1. Give prompt notice to the Sheriff whenever the District observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this Contract.
2. The District shall designate the Superintendent, Principal, or other designee as a point of contact to represent the District on a day-to-day basis and notify the Sheriff as to who shall serve as the District's point of contact. The point of contact:
 - a. Shall have the ability to authorize the Sheriff to begin and end services.
 - b. Shall coordinate services with the Sheriff.
3. The District will provide the SRO with a highly visible office that is readily accessible to students but capable of providing privacy when needed. The School District will provide access to telephone, computer, network and internet access, printer, desk, desk chair file cabinets and/or file drawers and other standard office furniture as agreed upon by the District and the Sheriff. The School District will supply the SRO with general office supplies such as paper, envelopes, folders, pens/pencils, stapler, paper clips, note pads and other items as may be mutually agreed upon by the parties to this agreement.

Sheriff's Office Responsibilities:

The Sheriff shall:

1. Schedule the SRO to generally work a five-day week Monday through Friday. Hours of work will be consistent with hours established for a normal school day. Hours of work can be adjusted based upon needs of the District and the SRO assignment for that day. In any event, where the Sheriff orders the SRO to leave a school duty assignment during normal SRO duty hours to perform other services for the Sheriff, time spent away from the school shall not constitute hours worked under this Agreement. The District will reduce the number of hours of SRO service not provided to the school or have the hours made up in a manner determined and mutually agreed upon by parties included in this agreement.
2. Make available to the SRO all training programs and other regular facilities of the Sheriff's Office.
3. Give prompt notice to the District whenever the Sheriff observes or becomes aware of any fault or deficit in the service or any non-conformance with this Contract.
4. The Sheriff will provide the District, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
5. Provide the SRO with one properly equipped and fueled patrol emergency vehicle for the period of time the law enforcement officer is working at the District.
6. Sheriff will provide standard issued uniform, duty weapon, and ammunition for the SRO.

7. Provide the District with a periodic activity report when requested by the District. Said Sheriff or his representative will be available at District board meetings, as requested, to the extent possible.
8. The SRO will be provided with access to and/or copies of the District emergency management plan for each building. The SRO will be provided a student's confidential and personally identifiable information only when the SRO is performing a service or function for which the District would use its employees, such as conducting threat assessments, promoting school safety, and protecting the physical security of students. The SRO will use this information only as directed and agrees to not re-disclose it without consent or a lawful exception to student privacy laws. The parties agree the SRO's investigation reports, notes and other documents maintained by the SRO ("records") relate to the SRO's role as a Sheriff's Office employee. These records will not be maintained by the District and are not student records.

Non-Employment:

Deputy Sheriff Assignment and Supervision-the Sheriff shall be an independent contractor and neither the Sheriff nor any SRO shall be an employee of the district. The Sheriff shall have the power and authority to hire, discharge and discipline SROs at his discretion. The SRO is a Sheriff's Office employee and shall be under the direct control, supervision and administration of the Sheriff at all times of providing services under this contract. While on duty in the school building(s) and/or on school grounds, the SRO will recognize Superintendent/School Principal's authority and cooperate with the school officials, including administrators and faculty.

The on duty Deputy Sheriff-School Resource Officer will perform all normal police duties at the District along with service of court papers and will cooperate with other functions as is deemed necessary. The on duty Deputy Sheriff-School Resource Officer carries the same rights, privileges, and powers as may be held by any Marion County Sheriff's Deputy. Insofar as the on duty Deputy Sheriff-School Resource Officer remains a Deputy Sheriff, at times of grave danger to persons or property, he or she may be pressed into service outside the District for a period of time not to exceed that necessary for a regular deputy to take control and relieve the on duty Deputy Sheriff-School Resource Officer back to the District.

Qualifications for SRO:

- Possess a valid Ohio Peace Officer Training Commission Certificate.
- Successfully complete training as an SRO through the Ohio School Resource Officer Association or an approved equivalent SRO training program.
- Has the ability to conduct criminal investigations.
- Has an understanding of applicable Federal and State laws, applicable municipal, township and county ordinances/resolutions and Board of Education policies and regulations.
- Possess communication skills and abilities to effectively function within school environment.
- Possess an even temperament and adhere to the standard of conduct applicable to sworn law enforcement officers.

Duties of SRO:

Provide a safe and secure school environment; serve as an educational resource and as a liaison between the District and the Sheriff. Specific daily assignments may vary to meet this function. The SRO will meet with the School Principal or designee to discuss plans and strategies to address any specific needs or issue that may arise related to the duties and expectations of the SRO program.

The SRO will present for duty each day in the prescribed uniform as approved by the Sheriff. Uniforms will be at the expense of and issued by the Sheriff in conjunction with the Sheriff Office Collective Bargaining agreement, if applicable.

Criminal Activity in School Building(s) and on School Grounds- the SRO will investigate and take reports of criminal activity committed in school buildings and on school grounds. Assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned. The SRO has authority to make arrests and consider alternatives to arrest at his/her discretion. The SRO should be informed of criminal activities occurring on the school campus. The SRO will inform School Administration of criminal activities occurring on school campus to ensure all interested parties remain informed.

School Policy and Discipline- the SRO will not act in the capacity of a school disciplinarian and will take action only when there is a violation of law(s). School discipline is the responsibility of the appropriate school administrator. The SRO will have knowledge of the student handbook and with any gained knowledge report policy violations through appropriate channels to the school administration. The SRO will refrain from getting involved in matters or incidents that should be handled by school officials unless the incident poses a risk of harm to the school official, student(s) involved or other parties.

SRO Role in Critical Incidents:

The SRO will be familiar with the emergency operations manual of the school district. During critical incidents occurring on school property the SRO will act as a liaison between the School Administration, the Sheriff and other emergency resources. The SRO may participate in any critical incident or District Safety Planning meetings.

SRO Role in Search and Interrogation:

When requested, the SRO may standby to keep the peace and/or to maintain safety while school administration conducts a search of person(s), property or vehicle(s).

The SRO shall review the District's Search and Seizure policy and maintain separation during school searches except as permitted under Board Policy and state and federal law.

School Administration shall not question, interview or interrogate student(s) regarding possible criminal conduct, on behalf of or as agents for the SRO or the Sheriff's Office. If the SRO acting under scope of his/her duties as an SRO participates in an interrogation of a student or gains information which may be used against a student in a judicial proceeding, the SRO will follow all state and federal laws regarding arrest, search, seizure and interrogation of student(s).

Hours of Work and Scheduling:

Hours of work will be determined by the Sheriff and the District. The Sheriff and the District agree that scheduling the SRO will be mutually addressed. Such times may be in any combination of hours to facilitate the maximum need of law enforcement services during the week. A list of those times will be maintained at the sheriff's office and will be filled by a qualified deputy sheriff. In case of conflict, the final decision of the schedule will rest with a mutually agreed upon solution between the Sheriff and the District.

Extra Duty:

The District and the Sheriff agree for extra duty events at the District above and beyond the "routine" scheduled hours of the SRO, the request for coverage will be made to the Sheriff. The Sheriff will then post the extra duty to be filled by a qualified Deputy Sheriff. The SRO is available to work the extra duty however it will be above and beyond the "routine" hours contracted for within this agreement. The rate billed to the District for such hours will be the same contracted rate within this agreement.

Sick Leave-Vacation-Leave of Absence:

Sick leave will be handled as directed by the Sheriff's Collective Bargaining Agreement and Ohio Revised Code. The SRO will notify the school administration of his/her sick leave as well as his or her direct supervisor. Substitution for an SRO on sick leave will be addressed by School Administration and the Sheriff.

The SRO will not be permitted to take extended leave of absence or vacation during the school year. Time off must be approved by the Sheriff, with input from the School Administrator.

Rights and Laws:

All parties agree as a condition of this Agreement that they will strictly adhere to all factors specified in Title IV of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. All parties further agree to comply with all appropriate Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. All parties agree as a condition of this Agreement to make all services provided pursuant to this Agreement accessible to the disabled/handicapped. Parties further agree as a condition of this Agreement to comply with Section 504 of the Rehabilitation Act of 1973 amended (29 U.S.C. 794) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with the contents of this paragraph may be subject to termination of this Agreement.

Drug-Free Workplace:

All parties agree to abide by all applicable Federal and State laws regarding Drug-Free Workplace and establish and have a Drug-Free Workplace policy. All parties agree to make a good faith effort to ensure any and all of their providers, officials, officers, employees, agents, representatives, volunteers and or servants will not purchase, use, possess illegal drugs or abuse alcohol and/or prescription drugs in any way.

Parties Responsible for Their Own Actions:

The Parties as governmental entities/political subdivisions lack authority to indemnify. Accordingly, the District and the Sheriff shall be responsible for their own actions and/or actions of their respective board members, officials, officers, employees, agents, representatives, volunteers and/or servants resulting from performing and/or providing services or programs under and/or under this Agreement.

Insurance:

The Sheriff shall purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance policy with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims made during the term of this Agreement.

The District shall purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance policy with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims made during the term of this Agreement.

Non-Waiver:

Nothing in this Contract, including without limitation its insurance provisions, shall in any way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to either party under applicable law, including but not limited to, those contained in Chapter 2744 of the Revised Code of the State of Ohio.

Compensation and Payment:

The School District agrees to pay **\$51,840** dollars which is the cost for a Deputy for 180 days of the school year under this Agreement. The School District will also pay for overtime and/or extra duty worked by the SRO for services provided under this Agreement and requested by the School District. Should either party be awarded any funding, through grants or otherwise, the financial terms of this Agreement shall be re-negotiated. The Sheriff's Office shall be responsible for all employment-related costs for the SRO, including worker's compensation, unemployment compensation, benefits and any other liability or responsibility of an employer with respect to the law enforcement officers that it assigned to the District pursuant to this Contract.

The District shall reimburse the County of Marion through a warrant made payable to the Marion County Treasurer, for the total sum on or before **July 1st of each year**.

Signatures:



Marion County Sheriff



Date

District Superintendent

Date

District Treasurer

Date