

School Resource Officer Agreement

This Agreement ("Contract") is entered into this 16th day of July, 2020, between the **Coshocton City Schools**, hereinafter called "**CITY SCHOOLS**", a School District, organized and existing by virtue of the laws of the State of Ohio, and **Sheriff Timothy Rogers**, hereinafter called "**SHERIFF**", the duly acting qualified and elected Sheriff of Coshocton County, Ohio.

Scope of Agreement and Services:

Whereas, the **SHERIFF** agrees to maintain a regularly scheduled School Resource Officer assigned to District;

Whereas, pursuant to Section 311.29, 505.43 and 3313.37 of the Ohio Revised Code, the 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** and **CITY SCHOOLS**, pursuant to Section 311.29 of the Ohio Revised Code, desire to enter into such contract;

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:

The term of this agreement shall be for one "SCHOOL" year commencing August 17th, 2020 and terminating on May 30th, 2021. Negotiations for the new agreement shall commence no sooner than six (6) months before the expiration date hereof. Either party may terminate this contract upon 120 days written notice to the other party.

District Responsibilities:

The **CITY SCHOOLS** shall accomplish the following:

1. Give prompt notice to the **SHERIFF** whenever the **CITY SCHOOLS** observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this Contract.

2. The **CITY SCHOOLS** 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.
 - a. Shall have the ability to authorize the **SHERIFF** to begin and end services.
 - b. Shall coordinate services with the **SHERIFF**.

County Responsibilities:

The **SHERIFF** shall accomplish the following:

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 are not guaranteed and can be adjusted based upon needs of the **CITY SCHOOLS** and the SRO assignment for that day and will be evaluated quarterly. In any event, where the **SHERIFF** or Designee orders the SRO to leave a school duty assignment during normal SRO duty hours to perform other services for the county, time spent away from the school shall not constitute hours worked under this Agreement. The **CITY SCHOOLS** 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 **CITY SCHOOLS** whenever the **SHERIFF** observes or becomes aware of any fault or deficit in the service or any non-conformance with this Contract.
4. Provide the **CITY SCHOOLS** 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.
5. 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 County 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 **CITY SCHOOLS**. The **SHERIFF** shall have the power and authority to hire, discharge and discipline SROs in his or her sole discretion. The SRO is a County employee and shall be under the control, supervision and administration of the Sheriff or Sheriff's Designee 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.

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 **CITY SCHOOLS** and the **SHERIFF**. Specific daily assignments may vary to meet this function. The SRO will meet with 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 or Designee.

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's Office and other emergency resources. The SRO may participate in any critical incident or School 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).

Sick Leave-Vacation-Leave of Absence:

Sick leave will be handled as directed by the Sheriff's Office and policies. The SRO will notify the school administration of their sick leave.

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 or Designee, 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 **CITY SCHOOLS** 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 County 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 School 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 an hourly rate of compensation for the deputies assigned to perform the police functions and services for the **CITY SCHOOLS** for the duration of the quarter as set by the **CITY SCHOOLS** under this Agreement. The School District will also pay for overtime worked by the SRO for services provided under this Agreement and requested by the School District. Hours worked are not guaranteed and will be evaluated and set quarterly by the **CITY SCHOOLS**. Should either party be awarded any funding, through grants or otherwise, the financial terms of this Agreement shall be re-negotiated. The **SHERIFF** 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 assigns to the District pursuant to this Contract.

1. The cost of contracted services provided shall be billed quarterly by **SHERIFF** to make payment within ten (10) days of the receipt of the quarterly bill and shall not exceed a total amount of \$30,000 per duration of contract term.
 - a. Costs shall be billed on a quarterly basis with an itemization of hours to be worked by each deputy.
 - b. A review of the appropriation necessary to fund the contract services shall be held annually by a committee consisting of **SHERIFF**, the **CITY SCHOOLS SUPERINTENDENT**, and the **CITY SCHOOLS TREASURER**.
 - c. It is the intention of the parties that deputies assigned to perform the police functions and services for the **CITY SCHOOLS** shall not be part of the current collective bargaining agreement in effect between the **SHERIFF** and the Fraternal Order of Police / Ohio Labor Council.

Approval/Signatures:

Before this Agreement is executed it should be reviewed by Legal Counsel for the **SHERIFF** and Legal Counsel for **CITY SCHOOLS**. To further support all parties' satisfaction with this Agreement, a signature page including date should be executed by the County Sheriff, the County Prosecutor, the School District Superintendent, and the School District Board of Education.

CITY SCHOOLS Solicitor

CITY SCHOOLS

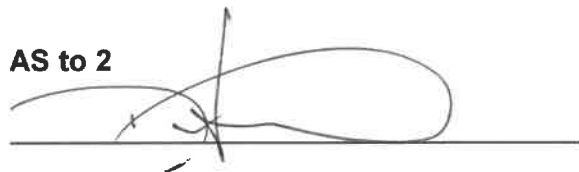
AS to 1

1. by _____

**David Hire, Ed. D.
Superintendent**

AS to 1

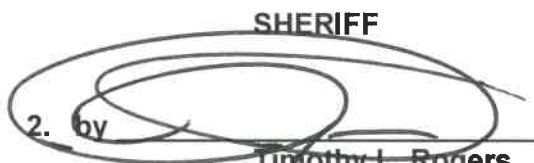
AS to 2

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AS to 2

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SHERIFF

2. by _____
**Timothy L. Rogers
Sheriff**

APPROVED AS TO FORM

_____
**Jason W. Given
Prosecuting Attorney**