

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made, this _____ day of _____, 2021, by and between the School District of Celina (hereinafter the "School District"), and the City of Celina (hereinafter the "City") as follows:

WITNESSETH

WHEREAS, the City and the School District desire to set forth the specific terms and conditions of the service to be performed and provided by the School Resource Officer (SRO) in the School District.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Mission

The mission of the SRO program is to promote school safety by building a positive school climate in which everyone feels safe and students are supposed to succeed. The SRO program also seeks to reduce violent crime committed by and against youth in our community. The SRO program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers, and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in student's good moral standards, good judgement and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop an enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

2. Cost of the SRO Program

The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

3. Employment of School Resource Officer

A. The SRO shall be an employee of the City of Celina who is certified Peace Officer for the State of Ohio. The SRO is ultimately accountable to the City and shall perform duties in accordance with the administrative and operational procedures of the City; however, while at the school, the SRO will be additionally accountable to the School Superintendent or designee. The SRO's activity in the school is guided by the following procedures, and supervision and evaluation shall be provided by the School Superintendent to effectively support the SRO's efforts and monitor their progress.

- B. The SRO shall be subject to all personnel policies and practices of the City except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. The City, in its sole discretion shall have the power and authority to appoint, discharge, and discipline the SRO. The assigned SRO shall possess even temperament and set a good example for students and possess communication skills that would enable the officer to function effectively within the school environment.
- D. If the School District is dissatisfied with an SRO who has been assigned to the school, the School District may request a meeting with the Chief to remedy the situation.
- E. Preferably prior to entering service as an SRO, or no later than twelve (12) months, the officer shall complete training specifically designed for SROs.

4. SRO Responsibilities

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the School District and the City. Specific daily assignments to accomplish the function will vary by school. The SRO and School Superintendent or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, the SRO shall never be assigned to duties within schools in place of or in lieu of a certified teacher.

The SRO assigned to the School District shall:

- A. Enforce criminal law and protect students, staff, and public at large against criminal activity.
- B. Foster mutually respectful relationships with students and staff to support a positive school climate.
- C. Provide information concerning questions about law enforcement topics to students and staff.
- D. Coordinate investigative procedures between police and school administrators.
- E. Assist school administration with anyone who is causing a disruption, and assist with any criminal activities occurring on campus.
- F. Handle initial police reports of violent crimes committed on campus.

- G. Investigate criminal activity committed on or adjacent to school property.
- H. Take enforcement action on criminal matters when appropriate and inform school administrators.
- I. Perform ongoing security checks of the campus and make recommendations to the School District.
- J. Attend parent, student, and/or facility meetings when requested by the School district. (During normal business hours.)
- K. Attend school special events as needed. (During normal business hours.)
- L. Collect data on SRO activities, i.e., arrests, citations, etc.
- M. Report to assigned school campus according to the hours of duty directed by the School District in consultation with the City.
- N. If school is cancelled or delayed and the SRO is not needed at the schools, he shall report for duty at the Police Department. See *Duty Hours* below.
- O. Assist School District in developing and implementing plans and strategies to prevent and handle dangerous situations and formulating and practicing a school safety plan.
- P. Be familiar with community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, and juvenile authorities, and make referrals to such agencies when appropriate.
- Q. Keep names of students and actions taken by School District in the strictest confidence.
- R. Assist the School District with disciplinary hearings in which the SRO has knowledge of the incident and/or criminal laws that will assist in the adjudication of the matter.
- S. Participate in various programs in the school district to promote a positive relationship with students. Such as, riding buses, recess, work with DARE, speak in class rooms, facilitate career programs and other efforts to relate with students and faculty.
- T. The SRO shall not conduct any interviews with the news media concerning a school incident unless authorized by the School District and the Chief of Police.

5. Uniform

The SRO shall wear approved City department uniform or business casual uniform with appropriate logos and name badge depending on the type of school activity or program.

6. Duty Hours

- A. In the event an SRO has an unscheduled absence from SRO duties, the SRO shall notify both Police Dispatch and the School District by 0700 hours.
- B. The SRO shall notify the School District if he/she leaves their scheduled assignment.
- C. Normal hours of work for the SRO shall consist of eight (8) consecutive hours in a day and forty (40) hours per week.
- D. When school is not in session, unless otherwise requested by School administration, the SRO shall report to work at the Police Department or take holiday or vacation day.
- E. The SRO will be considered as non-replacement personnel in the event he is absent from the SRO duties for any reason.

7. Data Collection

The SRO shall submit a monthly activity report to the Superintendent of Schools and the Chief of Police by the tenth of each month. The report shall include description of activities engaged in by the SRO, including incidents, arrests / referrals to the prosecutor, or calls for service.

More detailed reports to include names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system shall be provided to the campus administration (principal) upon completion. The campus administration shall be made aware of these incidents as they happen.

8. Transporting Students

- A. It is agreed that the SRO shall not transport students except:
 - a. When the students are victims of a crime, under arrest, or some other emergency circumstances exist; or
 - b. When students are suspended and sent home from school pursuant to school disciplinary actions and if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of others and school personnel, as determined by the SRO and School District; or
 - c. When such transportation is in line with duties as a City of Celina Police Officer.

- B. If circumstances require that the SRO transport a student, the school officials must provide a school official or employee of the same gender of the student to be transported to accompany the officer in the vehicle.
- C. All transports shall be communicated to the Police Department
- D. Students shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported. The SRO shall not transport students in their personal vehicle.

9. Role in Locker, Vehicle, Personal, and Other Searches

- A. The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. The SRO will not ask a school employee to conduct a search for law enforcement purposes.
- B. Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.
- C. The SRO may perform searches independent of the School District only during emergency situations and where criminal activity is suspected.
 - a. Strip searches of students by the SRO is prohibited.
 - b. Unless there is serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

10. Access to Education Record

- A. School officials shall allow SRO to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- C. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

11. School District Responsibilities

The responsibilities of the School District will include, but not limited to, the following:

- A. When school personnel discover weapons, drugs, alcohol, or other illegal contraband on school property the SRO shall be notified as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the School District, the contraband shall be confiscated by the SRO according to Police Department policy and properly disposed of.
- B. School personnel shall timely notify the SRO with the names of specific individuals who are not allowed on school property and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student.
- C. The School District agrees to provide the SRO with a secure, private office, within one of the schools, supplied with the usual and customary office supplies, forms as well as a document scanner and printer required in performance of their duties. All I.T. must be independent and not on the school network.
- D. The School District will conduct an evaluation of the SRO and program in general on an annual basis and meet with the Chief of Police to review the evaluation and recommend changes, if any.

12. City Responsibilities

The responsibilities of the City will include, but not limited to, the following:

- A. Respond to all major criminal occurrences on school property and exercise law enforcement jurisdiction over such incidents.
- B. Assign SRO to the School District and comply with the training requirements established by this Agreement and by statute.
- C. Provide a standard patrol vehicle for the SRO and agrees to maintain such vehicle and purchase and maintain automotive insurance.

13. Termination

It is understood by the parties that the continuation of the SRO program requires the continuing and mutual consent of the City and the School District. Should either party of this Agreement elect to terminate the SRO program after a minimum of three (3) years, such party may do so, with or without cause, upon providing a ninety (90) days prior written notification.

14. This Agreement shall be governed by and in accordance with the laws of the State of Ohio.

15. This Agreement may be modified only by written instrument signed by the parties hereto.

NOW, THEREFORE, this Agreement has been agreed to by the parties as indicated by the authorized signatures below.

Ken Schmiesing
School Superintendent

Thomas Hitchcock
Safety Service Director

President, Board of Education

Tom Wale
Chief of Police

Date

George Erik Moore
City Law Director

**CONTRACT FOR THE PROVISION OF A SCHOOL RESOURCE OFFICER TO
THE CITY OF CELINA SCHOOLS BY THE CITY OF CELINA'S POLICE
DEPARTMENT**

This contract made and concluded at Celina, Ohio, this ____ day of _____, 2021, by and between the City of Celina, Ohio, hereinafter called the "CITY", and the Celina City Schools, hereinafter called the "SCHOOLS".

Witnesseth

WHEREAS, the SCHOOLS desire to have a School Resource Officer stationed at Celina High School for the 2021-2022, 2022-2023 and 2023-2024 school years; and

WHEREAS, the CITY, through its Police Department, is willing to provide a police officer to perform as a School Resource Officer;

THEREFORE, the parties agree as follows:

1. The CITY agrees to provide a City of Celina Police Officer, for the school year, beginning one (1) week prior to the start of each school year, 2021, 2022 and 2023. The CITY and SCHOOLS will be responsible for determining a schedule within those months.
2. The SCHOOLS agree to pay the CITY seventy-five percent (75%) of the School Resource Officer's total compensation and benefits for the patrolman assigned. Such compensation and benefits include wages, workers' compensation, Medicare, pension, health insurance, life insurance, and uniforms.
3. The SCHOOLS agree to reimburse the City one hundred percent (100%) of all costs associated with SRO training.
4. For the school year 2021-2022, the parties agree that the following is the correct itemization and calculation of these charges:

Wage	\$54,246	\$26.08
Workers' Compensation	\$1,058	1.95%
Medicare	\$787	1.45%
Pension	\$10,578	19.50%
Health Insurance	\$23,828	
Life Insurance	\$61	
Uniform Allowance	\$675	

TOTAL: \$91,233

SCHOOL's Cost:	75%	\$68,424.75
CITY' Cost:	25%	\$22,808.25

The terms of this contract will run from August 1, 2021, until May 31, 2024. Payments from SCHOOLS to the CITY shall be Bi-annual, first half paid on September 1, 2021, and second half paid on January 1, 2022. These charges will be adjusted on an annual basis to reflect the CITY'S actual costs.

5. CITY shall continue all liability insurance with respect to the School Resource Officer while performing duties for the SCHOOLS.
6. The parties agree that this contract shall be terminable by agreement of both parties.
7. Nothing in this contract shall, including without limitation, the insurance provisions herein before provided shall in any way serve to supersede, waive, limit, and/or otherwise effect any rights, privileges, and/or immunities afforded to any party under applicable law, including but not limited to, those contained in Chapter 2744 of Revised Code of the State of Ohio.
8. This agreement shall be governed by and in accordance with the laws of the State of Ohio.
9. This agreement may be modified only by written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties have signed this agreement on the _____ day of _____, 2021.

THE CITY OF CELINA, OHIO

CELINA CITY SCHOOLS

By: _____
Thomas Hitchcock
Safety Service Director

By: _____
Treasurer

Approved As To Form

By: _____
George Erik Moore
City Law Director

By: _____
School Board President