

# AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Groveport, Franklin County, Ohio, hereinafter referred to as "Municipality" and the Groveport Madison Local School District, herein referred to as "District."

## WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

- 1) Purpose of Agreement. The purpose of this Agreement is for the Municipality to assign a police officer to provide law enforcement services as specified herein: one (1) full-time School Resource Officer (SRO) to the High School located at 4475 South Hamilton Road. The police officer will work with school personnel in maintaining a safe campus environment, serve as a law enforcement problem-solving resource person, and provide the appropriate response regarding on campus or school related criminal activity.
- 2) Term. The term of this Agreement shall be for the **2018-2019 and 2019-2020** school years. During days that schools are not in session, the officer shall perform regular police duties at a duty station as determined by the Chief of Police.
- 3) Termination. This Agreement may be terminated without cause by either party upon 30 days prior written notice.
- 4) Relationship of Parties. The Municipality and the assigned police officer shall have the status of an independent contractor for the purposes of this Agreement. The police officer assigned to the District shall be considered to be an employee of the Municipality and shall be subject to its control and supervision. The officer will report to the police station daily to clock in and out, as well as to receive and pass on information. The Municipality agrees to provide and pay the SRO's salary and benefits in accordance with current salary schedules, and the Fraternal Order of Police (FOP) agreement between the City of Groveport and the FOP lodge #9, and the employment practices of the Municipality. The assigned officer will be subject to current procedures in effect for groveport police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification.

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

- 5) Consideration. In consideration of the assignment of a police officer to work with the District as provided herein, the District agrees to reimburse the Municipality 69% of the actual cost of the SRO's yearly salary and benefits. The District will not be responsible for payment of overtime, unless it is requested by the District. The officer's weekly District schedule will be mutually agreed upon in consultation with the principal of the school the officer is assigned to. Each party will maintain a budget for expenditures under this Agreement. Payment from the District to the Municipality is due upon the District's receipt of an invoice. This invoice will itemize the actual cost to the Municipality for the officer's salary and benefits as well as the District's share of this cost.

6) Officer Responsibilities. The SRO assigned to the District shall:

- a. Serve as a source of information to the school community, including parents, on such topics as: tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and other safety issues in the school community.
- b. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on the campus served by the officer.
- c. Provide informational in-services and be a general resource for the staff on issues related to alcohol, and other drugs, violence prevention, gangs, bullying, cyber bullying, wireless devices, safety and security.
- d. The SRO will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
- e. When a crime occurs, the SRO will take the appropriate steps consistent with the laws of the State of Ohio, the City of Groveport Codified Ordinances, and the rules and regulations of the Groveport Police Department. In such cases, the SRO shall be directed and controlled by the Municipality and not the District.
- f. The SRO will present educational programs to students and school staff on topics agreed upon by both parties. In addition, the Groveport Police Department may substitute other officers to provide the same or similar programs as discussed in section 6.3 of this Agreement.
- g. The SRO will refer students and/or their families to appropriate agencies for assistance when need is determined.
- h. Unless in the officer's opinion circumstances prevent it, the SRO will attempt to advise the school principal prior to taking legal action, subject to the officer's duties under the law
- i. The SRO shall not act as a school disciplinarian, nor make recommendations regarding school discipline. The SRO is not to be used for regularly assigned lunchroom duty, as a regular hall monitor, bus duty or other monitoring duties. If there is an unusual/temporary problem in one of these area, the SRO may assist District employees until the problem is solved; provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned police officer or the Municipality beyond the general duties that exist for law enforcement officers within the State of Ohio.

7) Time and Place of Performance. The Municipality will endeavor to have the SRO available for duty at his or her assigned school, each day that school is in session during the regular school year. The Municipality is not required to furnish a substitute officer on days when the assigned SRO is absent due to illness or police department requirements. In the event that the SRO will be absent, the SRO shall notify both his or her immediate police supervisor and the school principal. When the SRO is absent the police

department will endeavor to add extra routine patrols to the campus. In the event of an absence of three days or more, the police department will assign a substitute SRO to assume the duties of the regular SRO. The assigned SRO should to the extent possible, endeavor to use his or her routine vacation time when school is not in session.

- 8) District Responsibilities. The District will provide adequate office space and such equipment as is necessary at hi/her assigned school. This equipment shall include telephone and filing space capable of being secured and access to a computer.

GROVEPORT MADISON SCHOOL DISTRICT

By: \_\_\_\_\_ President, Board of Education

By: \_\_\_\_\_ District Superintendent

CITY OF GROVEPORT

By: \_\_\_\_\_ City Administrator

Assisted by: \_\_\_\_\_ Municipality Clerk

Approved as to form: \_\_\_\_\_ Director of Law