

## **SCHOOL RESOURCE OFFICER AGREEMENT**

This Agreement entered into this by and between **THE VILLAGE OF LORDSTOWN, OHIO** ("Village"), and the **BOARD OF EDUCATION OF THE LORDSTOWN LOCAL SCHOOL DISTRICT** ("Board").

**WHEREAS**, the Village funds and operates a police department; and

**WHEREAS**, the Board operates schools within the Village; and

**WHEREAS**, the Village will provide one police officer to the Board, to serve as the school resource officer, and such officer will have the ability to assist and provide a safer and more secure environment within Lordstown Schools; and

**WHEREAS**, the Board will reimburse the Village for certain costs and expenses associated with the Village providing a school resource officer to the Board; and

**WHEREAS**, the Village and the Board desire to enter into an Agreement to provide a school resource officer.

**NOW, THEREFORE**, it is agreed by and between the parties, as follows:

1. The Village agrees to provide a police officer who shall serve as the school resource officer ("School Resource Officer"), to the Board.
2. The School Resource Officer shall perform any and all duties required to assist the school in issues of safety, education, and any other matters that may be of interest to the Village and Board.
3. The objectives of the school resource officer program shall be as follows:
  - a. To establish a more complete liaison with school personnel and applicable Juvenile Court facilities.
  - b. To establish a more complete liaison with school personnel and local law enforcement jurisdictions in a cooperative effort to prevent juvenile delinquency.
  - c. To carefully select and assign trained police officers from the Lordstown Village Police Department to work directly in the Board's schools in cooperation with school administrators and faculty.
  - d. To build a positive image toward orderly behavior of students.
  - e. To help students learn more about the law and law enforcement.

- f. To familiarize students with law enforcement personnel and their objectives and role in society.
- g. To reinforce the feeling of pride that students have towards their schools and their community.
- h. To encourage students to stay in school.
- i. To work with school personnel to develop closer contact and better communication with students.
- J. To develop an effective program of safety education.

4. The duties of the School Resource Officer shall be as follows:

- a. To assist in the protection of school facilities, staff, and students.
- b. To help prevent juvenile delinquency through close contact with students, school personnel, and the juvenile court.
- c. To investigate delinquent acts within the school system and its community when the schools or students are involved.
- d. To provide early detection of deviant behavior in students.
- e. To participate as a resource person, for the school district, in classrooms, assemblies and investigations.
- f. To provide service to neighborhood merchants and residents in school-related issues.
- g. To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the student, staff and community.
- h. Maintain a log to be turned in to the High School Principal, documenting student interventions and interactions and all other duties performed during the workday.
- i. Other duties as assigned by the Superintendent or the Superintendent's designee, provided that the assignment of these other duties is authorized and approved by the Chief of Police.

5. The scope of accountability of the School Resource Officers shall be as follows:

- a. The School Resource Officer's primary assignment during the school year shall be to the Lordstown Local School District Board of Education.
- b. The School Resource Officer shall be supervised by the Lordstown Village Police Department in accordance with the current chain of command for the Department and shall also be supervised by the school Superintendent, or a designee when serving in the capacity and performing duties as the School Resource Officer.
- c. The School Resource Officer is first a police officer whose primary job is the enforcement of law.
- d. The School Resource Officer will extend cooperation to the administrators as a security and educational resource person in cooperation with school personnel.

6. The Board and the Village agree to the following financial and placement arrangement :

- a. The placement of the School Resource Officer pursuant to the terms of this Agreement shall be made by the mutual agreement of the Board and Village, or their respective designees. This includes locations for the placement of the School Resource Officer as well as the days and hours to be worked by the School Resource Officer.
- b. The Village agrees to promptly notify the Board of a pending absence of the School Resource Officer who was otherwise assigned to perform services under this Agreement. The Village shall be responsible, upon the request of the Board, for providing a substitute school resource officer in the event that a school resource officer who had been assigned to perform services under this Agreement is absent three (3) days or more or otherwise unable to perform his or her duties.
- c. In order to ensure that mutual goals are achieved, the selection of assigned personnel shall be the responsibility of the Village, with agreed satisfaction from the Board. If at any time during the duration of this Agreement Board is not satisfied with the assigned School Resource Officer, the Village shall assign a different police officer to serve as School Resource Officer.
- d. The Board agrees to pay the cost of the officer assigned to Lordstown Local School District for a nine (9) month period of time under the following terms:

The annual cost will be billed quarterly based on the annual contracted cost. The annual contracted cost will be based on compensation at the rate of **Thirty-Nine Thousand Five Hundred Thirty-One and**

**00/100 Dollars (\$39, 531. 00)** for the nine month period of employment to be paid in eighteen (18) semi-monthly installments of **Two Thousand One Hundred Ninety-Six and 16/100 Dollars (\$2,196.16)**, less applicable payroll deductions (including Medicare deductions at the rate of 1.45% of total wages or **Five Hundred Seventy-Three and 20/100 Dollars (\$573.20)** annually) prorated for the period of the academic year, end of August through the end of May, plus benefits. Benefits shall include:

- Sick Leave Entitlement: Pursuant to applicable provisions of the Village of Lordstown Master Benefits Ordinance No. **102-2016** as amended or superseded and the Ohio Revised Code, sick leave shall be computed on the basis of five (5) hours for every eighty (80) hours of service.
- Workers Compensation Insurance: The cost of which is One Thousand Eighty-Six and 00/100 Dollars (\$1,086.00) annually.
- Uniform and Cleaning Allowance: The cost of which is Six Hundred Seventy-Five and 00/100 Dollars (\$675.00) annually to be prorated for the nine month period of employment which shall be paid during the month of March.
- Firearms: Village of Lordstown police department issued firearm, together with firearm range qualification and classroom training as required by applicable provisions of the Ohio Revised Code.
- Ohio Public Employees Retirement System of fourteen percent (14%) of wages or current rate paid by the employer.
- Four Personal Days: School Resource Officer to receive four personal days per school year. Request for Personal Days are to be submitted to LPD Chief of Police and communicated to Superintendent of Schools once approved. Adequate coverage from the Lordstown Police Department will be provided in absence of School Resource Officer when Personal Day is granted.

- e. The Village shall provide an invoice to the Board for the cost of the School Resource Officer on a quarterly basis reflecting the monthly cost and the total amount owed that quarter.

- f. The Board will make such payment to the Village within thirty (30) days of receipt of an invoice.

7. The term of this Agreement commences on August 15, 2019 and shall end on August 15, 2020. The parties must agree to any subsequent renewal in writing.

f. This Agreement may be terminated by either party upon providing thirty (30) days prior written notice to the other party.

8. The Board and Village shall mutually develop a job description and evaluation procedure for all school resource officers assigned under this Agreement.

9. Should state, federal or other grants or funds become available to pay all or a portion of the costs of the school resource officer, the Board and Village agree to cooperate as follows:

a. Both the Board and Village must agree to the conditions of the grant or other funding source, even if only one of the parties is required to make formal application for said grants or funds.

b. The proceeds of all grants or other funding source shall be utilized by the Board and Village equally to reduce the costs incurred by both parties.

10. Independent Contractor:

The Police Department of the Village of Lordstown, Ohio, agrees to perform all services pursuant to this Agreement as an independent contractor, and further agrees that no employment-related benefits or withholdings shall be paid for or made to the Police Department and/or the School Resource Officer by the Board. In the event that any benefits or withholdings are later required by operation of law, or later determined to be required, the Village agrees that the cost or amount of such benefits or withholdings may be deducted from the current amount of this contract as contract payments are made to the Village, or if there is no unpaid balance on this contract or such balance is insufficient, the difference shall be reimbursed to the Board by the Village within ten (10) days following receipt of an invoice therefor.

11. Indemnification and Hold Harmless:

The Village and its police department agrees to hold the Board, its agents and employees, harmless from any and all liability and to indemnify the Board, its agents and employees, against all claims, damages, losses and expenses arising out of the performance of the School Resource Officer's duties under this Agreement that are caused in whole or in part by the School Resource Officer's negligent act, omission, or breach of this Agreement or for anyone employed by the Village's police department whose acts it may be liable. Additionally, the Village shall maintain public liability insurance which shall cover the duties performed by the School Resource Officer and which shall name the Board as an additional insured. The Board will also maintain public liability insurance which will cover the school resource officer's duties and responsibilities and will also name the Village as an additional insured on said policy.

12. Equipment and Facility:

The Village shall be responsible for providing and maintaining all uniforms and equipment necessary for the School Resource Officer to perform his/her duties as a police officer. The Board shall provide the School Resource Officer with sufficient space to prepare reports, meet with students, staff, etc. The Board shall also provide a school radio and/or cellular phone to the school resource officer when he/she is on duty on school grounds.

**LORDSTOWN LOCAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Mark Ferrara, Treasurer                      Date

By: \_\_\_\_\_  
William Catlin, Board President      Date

**VILLAGE OF LORDSTOWN, OHIO**

By: \_\_\_\_\_  
Arno A. Hill, Mayor                      Date