

ORDINANCE NO. 88-13
EXHIBIT A

SCHOOL RESOURCE OFFICER INTERAGENCY AGREEMENT

This Agreement is made, this _____ day of _____, by and between the **AVON LOCAL SCHOOL DISTRICT** (hereinafter "School District"), and the **CITY OF AVON/AVON POLICE DEPARTMENT** (hereinafter "Police Department:") as follows:

W I T N E S S E T H:

WHEREAS, the Police Department agrees to provide the School District a School Resources Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the SRO Program.

- A. 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.

2. Employment of School Resource Officers.

- A. The SROs shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. The Police Department, (and in appropriate cases, the City's Appointing Authority), in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers.
- E. Two SROs shall be assigned to the six (6) Avon Public Schools by the Police Department.

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3. Duty Hours.

- A. SRO duty hours shall be determined by the Police Department. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.
- B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- C. In the event of an emergency, if one or more SROs are ordered by the Police Department to leave their school during normal duty hours as described above and to perform other services for the Police Department, then the time spent shall not be considered hours worked under this Agreement. In such an event, the compensation paid by the School District to the Police Department shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.
- D. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department. The Police Department will attempt to assign another SRO qualified officer to substitute for the SRO who is absent.

4. Term of Agreement.

The initial term of this Agreement is one (1) school year commencing on the 15th day of August, 2013, and ending on the 15th day of June, 2014. However, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty (60) day notice to the other.

5. Duties of School Resource Officers.

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the principal's office for assignments consistent with this Agreement.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.
- C. To act as the designee of the school administrator in maintaining the physical plant of the assigned school to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for education using approved materials.

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- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- G. To make appearances before the School Board, City Council, student councils, parent groups and other such organizations, whether public or private, as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. To document activities of all SROs on and off campus and as a compiler of a monthly report to be provided to the Police Department and to the principal of the assigned school.
- I. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.
- M. Both the School District and the Police Department will be involved in the evaluation process of both the SRO program and each SRO.
- N. The School District will provide the SRO with a work area equipped with office supplies and equipment for the SRO to perform their duties.
- O. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the campus SRO.
- P. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and

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delinquency-prone youths and their families. Referrals will be made when necessary.

- Q. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- R. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- S. The SRO is first and foremost a law enforcement officer. This fact must be constantly reinforced.
- T. The SRO will provide community-wide crime prevention presentations that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile;
 - Assistance in other crime prevention programs as assigned.
- U. The SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- V. The SROs will wear their department authorized duty weapons in accordance with department policy.

6. Chain of Command.

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

7. Transporting Students

- A. SROs shall not transport students in Police Department vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.

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- B. 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. SROs shall not transport students in their personal vehicles.
 - C. SROs shall notify school personnel upon removing a student from campus.
8. **Access to Education Records.**
- A. School officials shall allow SROs 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 may 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 records information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By: _____
Michael Laub
Avon Local School District Superintendent

By: _____
James A. Smith
Mayor, City of Avon

Richard Bosley
Chief of Police, City of Avon