

## **SCHOOL RESOURCE OFFICER AGREEMENT**

This School Resource Officer Agreement (hereinafter referred to as “Agreement”) is made this 25<sup>th</sup> day of February, 2017, by and between the CITY OF MEADVILLE (hereinafter referred to as “City”) and the CRAWFORD CENTRAL SCHOOL DISTRICT (hereinafter referred to as the “School District”).

**WHEREAS**, the City is a third class city located in Crawford County, Pennsylvania with the power and ability, among other things, to hire police officers and maintain a police department for the protection of the health, safety, and welfare of City residents;

**WHEREAS**, the School District is a public school district authorized by the Commonwealth of Pennsylvania to provide education to students of the School District, including, but not limited to those students residing within the City;

**WHEREAS**, the School District desires to retain the services of a School Resource Officer; and

**WHEREAS**, the School District desires to contract with the City and the City is willing to contract with the School District for the provision and use of a police officer from the City as the designated School Resource Officer of the School District in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement and with the intent to be legally bound hereby, the City and the School District agree as follows:

### **I. TERM**

The term of this Agreement is for the period commencing on February 25, 2017 and continuing through June 30, 2020. This Agreement shall terminate automatically on July 1, 2020.

## **II. SERVICES OF SCHOOL RESOURCE OFFICER**

The City shall provide the School District with the services of a School Resource Officer, who is an Officer of the Meadville City Police Department, for law enforcement issues and other related services at the Meadville Area Senior High School and the Meadville Area Middle School during each school year under this Agreement. The School District may, from time to time, use the School Resource Office for classroom programs at Cochranon High School. The specific duties of the School Resource Officer are set forth in Exhibit "A", which is attached to this Agreement.

## **III. REQUIREMENTS FOR A SCHOOL RESOURCE OFFICER**

A. Within ten (10) days of execution of this Agreement by both parties, the City shall provide a written designation to the School District of a School Resource Officer for consideration and approval by the Board of School Directors of the School District. Within thirty (30) days of receipt of such written designation, the Board of School Directors of the School District shall either approve the designation or refuse the designation and request another candidate from the City. The School District's failure to provide written notice of approval or refusal to the City within ten (10) days of action by the Board of School Directors shall be deemed an approval of said designated School Resource Officer.

B. In the event that the School Resource Officer is no longer an Officer of the Meadville City Police Department, then the City will designate in writing another Officer from its Police Department to serve as a School Resource Officer subject to consideration and approval by the Board of School Directors of the School District. If the City fails to designate another School Resource Officer within ten (10) days after being requested to do so by the School District, then the School District may, at its option, terminate this Agreement effective immediately by providing written notice of said termination to the City. Within thirty (30)

days of receipt of such written designation, the Board of School Directors of the School District shall either approve the designation or refuse the designation and request another candidate from the City. The School District's failure to provide written notice of approval or refusal to the City within ten (10) days of action by the Board of School Directors shall be deemed an approval of said designated School Resource Officer.

C. If, at any time during the term of this Agreement, the School Resource Officer fails materially in the reasonable judgment of the School District to meet any of the obligations or duties required of the School Resource Officer under this Agreement and Exhibit "A" to it, the City will have thirty (30) days after written notice is provided by the School District to correct the problem or problems with the School Resource Officer. If, after this thirty (30) day period the School Resource Officer continues, in the reasonable judgment of the School District, to fail to meet any of the obligations or duties required of him/her under this Agreement and Exhibit "A" to it, then the City will provide another Officer from its Police Department to the School District to serve as a School Resource Officer. If the City fails to provide another School Resource Officer who is acceptable to the School District within ten (10) days after being requested to do so by the School District, then the School District may, at its option, terminate this Agreement effective immediately by providing written notice of said termination to the City.

#### **IV. FEE**

A. Commencing on February 25, 2017, the School District shall pay the City a service fee equal to seventy-five percent (75%) of the assigned School Resource Officer's wages and fringe benefits. The City will bill the School District in August and February of each year under this Agreement with payment to be made from the School District to the City by the end of the following month.

B. The parties agree that the cost of any overtime pay due to the assigned School Resource Officer will be the responsibility of the party generating the overtime situation.

## **V. INSURANCE**

A. The City agrees to obtain and maintain in full force and effect during the term of this Agreement commercial general liability insurance coverage, which insures the City against loss or damage in an amount of not less than one million dollars (\$1,000,000), and workers' compensation insurance coverage, which covers the School Resource Officer with such limits as required by the Commonwealth of Pennsylvania. The City will provide the School District with certificates of said insurance, which lists the School District as an additional insured.

B. The School District agrees to obtain and maintain in full force and effect during the term of this Agreement commercial general liability insurance coverage, which insures the School District against loss or damage in an amount of not less than one million dollars (\$1,000,000). The School District will provide the City with a certificate of said insurance, which lists the City as an additional insured.

C. Both parties shall require any insurance carrier providing insurance to furnish each party with at least ten (10) days written notice of cancellation, termination or expiration of any such insurance. If such coverage is cancelled for any reason whatsoever, the cancelled party agrees to notify the other party within seventy-two (72) hours of such cancellation and the party so notified by the cancelled party may terminate this Agreement by giving written notice to the cancelled party, which termination shall be effective immediately.

## **VI. INDEMNIFICATION**

A. The City agrees to hold harmless, defend and indemnify the School District, its Board members, its officers, its agents and its employees from every claim or demand, which

may be made by reason of any injury to persons or property sustained by any person, partnership, corporation, association, proprietorship or other entity caused by any act, neglect, default or omission by the School Resource Officer upon or in connection with his/her performance under this Agreement.

B. The School District agrees to hold harmless, defend and indemnify the City, its Council members, its officers, its agents and its employees from every claim or demand, which may be made by reason of any injury to persons or property sustained by any person, partnership, corporation, association, proprietorship or other entity caused by any act, neglect, default or omission by the School District upon or in connection with its performance under this Agreement.

#### **VII. FACILITIES AND PERSONNEL**

With the exception of those normal supplies, uniforms and equipment furnished by the City to all City police officers and law enforcement officials, the School District shall provide all of the supplies, equipment and non-police personnel, which the School District deems necessary for the provision of services by the School Resource Officer under this Agreement.

#### **VIII. TERMINATION**

A. In the event that either the City or School District encounter budgetary constraints that make the continuation of this Agreement impractical, then either party may cancel this Agreement upon sixty (60) days written notice to the other party.

B. In the event that either party defaults in the performance of any obligation under this Agreement and fails to cure such default within thirty (30) days following receipt of written notice of the default (except as otherwise provided in this Agreement), the party not in default shall have the right to terminate this Agreement immediately.

C. If the School Resource Officer engages in any action or course of conduct (including failure to act), which creates a risk or harm to students or employees of the School District, then the School District may terminate this Agreement immediately without any notice or opportunity to cure.

D. If the School District places the School Resource Officer in a situation, which creates a risk or harm to him/her that is not a risk associated with the duties of a police officer, then the City may terminate this Agreement immediately without any notice or opportunity to cure.

E. If this Agreement is terminated by either party as provided herein, the parties agree that, other than any remaining and outstanding payments by the School District to the City required hereunder, they will have no further obligations or duties to each other under this Agreement and all such obligations and duties shall cease upon termination of this Agreement subject to the terms and conditions provided herein.

#### **IX. RECORDS**

A. All records of the School District shall be and remain the property of the School District and such records may not be removed from the School District or released to the City without the School District's written consent. All records of the City shall be and remain the property of the City and such records may not be released without the City's written consent.

B. Confidential student records may only be reviewed by the School Resource Officer to the extent allowed by law.

#### **X. INDEPENDENT CONTRACTOR STATUS**

A. It is understood and agreed that the relationship between the School District and the City hereunder is and shall remain one of an independent contractor. The School District

shall not withhold or in any way be responsible for the payment of any federal, state, or local income or local services taxes, FICA taxes, unemployment compensation benefits, vacation pay, sick leave, workers' compensation benefits, retirement benefits, or any other payments for or on behalf of any School Resource Officer. All such payments and/or withholdings are the responsibility of the City and the City shall indemnify, defend and hold the School District harmless from any and all loss or liability arising with respect to such payments and/or withholdings.

B. The School Resource Officer shall be an employee of the City. Since the School Resource Officer is an employee of the City, he/she shall be subject to the City's personnel policies, procedures, and regulations. The City retains the right and authority to terminate the School Resource Officer's employment. The City will provide written notice to the School District of the termination of the School Resource Officer's employment.

C. The School Resource Officer shall not be considered an employee of the School District for any purpose whatsoever and the School Resource Officer shall not be eligible to receive or participate in any benefits or benefit programs offered by the School District to its employees. It is agreed and understood that the School District will not pay any premiums for health insurance, life insurance, and workers' compensation insurance for the School Resource Officer. Furthermore, the School District will not make any contributions to the School Resource Officer's retirement program.

D. Nothing in this Agreement shall be deemed to constitute the parties as joint ventures, partners, or acting as other than independent contractors. Each party agrees to be responsible only for the acts of its own agents, servants, or employees when acting within the scope of their agency or employment in performing this Agreement.

E. In rendering his/her services, the School Resource Officer shall at all times abide by the standards of proper police practice and law enforcement regulations as applicable to all police officers and law enforcement personnel in the City and the Commonwealth of Pennsylvania. In providing the services hereunder, the School Resource Officer shall exercise his/her professional judgment, guided by applicable professional standards, and nothing contained herein shall be construed as permitting the School District to exercise any control over the independent professional judgment of the School Resource Officer providing said services.

#### **XI. COMPLIANCE WITH LAW**

The parties shall comply with all applicable statutes, regulations, rules, and standards of any and all governmental authorities and regulatory and accreditation bodies relating to municipalities, police and law enforcement, and public schools and education.

#### **XII. BACKGROUND CHECKS**

The City will provide the required background checks for the School Resource Officer to the Superintendent of the School District. The background checks must be current at all times.

#### **XIII. ASSIGNMENT**

This Agreement may not be assigned by either party without the express written consent of the other party.

#### **XIV. AMENDMENTS**

This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing, signed by both parties, and attached to this Agreement.

#### **XV. GOVERNING LAW**

This Agreement shall be interpreted and the relationship between the parties governed exclusively by the laws of the Commonwealth of Pennsylvania.



**XVI. NOTICES**

Any notice from one party to the other party shall be in writing and shall be deemed to have been given if delivered personally to the individuals named below or mailed by certified mail addressed to the individuals named below:

Thomas K. Washington,  
Superintendent  
Crawford Central School  
District  
11280 Mercer  
Pike  
Meadville, PA  
16335

Andrew J. Walker,  
City Manager  
City of Meadville  
894 Diamond  
Park  
Meadville, PA  
16335

**XVII. AGREEMENT SUPERSEDES PREVIOUS AGREEMENTS**

The parties agree that this Agreement supersedes any and all other Agreements, either oral or in writing, between the parties and that no other Agreement, statement or promise related to the subject matter of this Agreement that is not contained in it shall be valid and binding.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth

below.

ATTEST:

CITY OF MEADVILLE

\_\_\_\_\_  
Andrew J. Walker, City Manager

By: \_\_\_\_\_  
LeRoy Stearns, Mayor

By: \_\_\_\_\_  
Rosemarie Martinez Groves, Controller

ATTEST:

CRAWFORD CENTRAL SCHOOL  
DISTRICT

\_\_\_\_\_  
Lisa L. Pittner, Secretary of the Board of  
School Directors

By: \_\_\_\_\_  
Jan A. Feleppa, President of the Board  
of School Directors

# 1774376.v1

## Exhibit "A"

### Duties of School Resource Officer

The school resource officer's duties will include, but not be limited to, the following:

- A. To be an extension of the principal's office for assignments.
- 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 campus administrator in maintaining the physical plant of the assigned campus 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 law education using approved materials.
- E. To be a resource for students which will enable them to be associated with 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 site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. To document activities of all school resource officers 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. 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 school resource officer agree that the school resource officer's assistance is needed to maintain a safe and proper school environment would the principal request school resource officer involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request school resource officer involvement.
- K. It will be the responsibility of the school resource officer 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 a school resource officer will be provided to the school resource officer, but the school resource officer will not normally be actively involved in off-campus investigation(s).
- L. Will coordinate his/her actions with the administrator for law enforcement cases.

- M. 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 school resource officer.
- N. Will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
- O. Will, with the principal, develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- P. 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.
- Q. Is first and foremost a law enforcement officer. This fact must be constantly reinforced.
- R. May be asked to 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; and
  - Assistance in other crime prevention programs as assigned.
- S. 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.
- T. Will wear their department authorized duty weapons in accordance with department policy.