

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made, this _____ day of _____, 2016, by and between the PUSCH RIDGE CHRISTIAN ACADEMY (hereinafter "School"), and the TOWN OF ORO VALLEY POLICE DEPARTMENT (hereinafter "Police Department:") as follows:

WITNESSETH:

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

WHEREAS, the School 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 SRO in the School;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1) **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, including the cost of the SRO during periods when the School is on break.
- 2) **Employment of School Resource Officers:**
 - A) The SRO shall be a Police Department employee and shall be subject to the administration, supervision and control of the Police Department.
 - B) The SRO 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, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
 - D) A joint committee composed of representatives of the Police Department and the School shall make recommendations for the SRO position to the Chief of Police who shall assign such officer. If the principal is dissatisfied with the SRO assigned to the School the principal may request that the Chief of Police assign a different officer as the SRO for the School.
 - E) One SRO shall be assigned to the School as a primary duty location.

- F) The School shall provide an office and suitable space for the SRO to store appropriate SRO equipment at the School at no cost to the Police Department.

3) Duty Hours:

- A) SRO duty hours shall be determined by the SRO's chain of command at the Oro valley 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 SRO 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 an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department. The Police Department will assign another officer, if available as a primary duty location.

- 4) **Amendment:** This agreement may be amended from time to time as reasonably deemed necessary by the parties in writing. Amendments to this Agreement may be made by the Oro Valley Chief of Police or designee representing the Police Department and PRCA Headmaster or designee representing the School.

- 5) **Term of Agreement:** The initial term of this Agreement is three years commencing on the 1st. day of August, 2016, and ending on the 31st. day of July, 2019, however, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon ninety (90) days' notice to the other. Following the initial three (3) year term, this agreement shall be automatically renewed for successive one year periods unless either party requests termination or modification of this agreement. This request will be made in writing.

- 6) **Duties of School Resource Officers:** The duties and responsibilities of the School Resource Officer are provided in Exhibit B attached hereto.

7) Chain of Command:

- A) As employees of the Police Department, SRO will be subject to the chain of command of the Police Department as provided in Section 2.B. of this Agreement.
- B) In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals' designee of the School to which they are assigned.

8) Access to Education Records:

- A) 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.
- B) 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.

9) **Conflict of Interest:** This Contract is subject to the provisions of A.R.S. § 38-511 which provides in pertinent part that the State, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time, while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a Contractor to any other party to the Contract with respect to the subject matter of the Contract.

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

TOWN OF ORO VALLEY
POLICE DEPARTMENT

PUSCH RIDGE CHRISTIAN ACADEMY

By: _____
Larry Stevens, Acting Chief of Police

By: _____
Allen Cooney, PRCA Headmaster

ATTEST:

Julie K. Bower, Town Clerk

APPROVED AS TO FORM

Tobin Sidles, Legal Services Director

EXHIBIT A
TERMS OF PAYMENT

SRO Cost Provisions:

Pusch Ridge Christian Academy will be invoiced monthly by Oro Valley Finance Department for all actual costs of the Oro Valley Police Department providing a School Resource Officer. In the event of a conflict regarding any monthly invoice, Pusch Ridge Christian Academy will have 10 days to bring this conflict to the Oro Valley Finance Department to resolve any payment conflict.

The term "all costs" in the preceding paragraph includes but is not limited to the following:

1. Salary of the officer plus any approved overtime and Employee Related Expenses ("ERE");
 - a. Assignment pay;
 - b. Holiday pay;
 - c. Shift Differential Pay;
 - d. On Call Pay;
 - e. Overtime pay related to Pusch Ridge Christian Academy
 - f. Uniform allowance;
 - g. Workers compensation;
 - h. Social Security and Medicare contributions;
 - i. Pension;
 - j. Insurance (including dependents if applicable);
 - i. Medical
 - ii. Dental
 - iii. Life
 - iv. Employee Assistance Program (EAP)

Exhibit B
SRO Job Expectations



SRO Job Duties

The Oro Valley Police Department School Resource Officer (SRO) program is designed upon the “Basic Triad Concept” of being a **Law Enforcement Officer, Teacher, and Counselor** to the School Community that the SRO is assigned to. This “School Community” that an SRO is responsible to includes; the school administration, faculty, staff, parents, students, *and* the schools surrounding community.

An SRO provides this service in many ways while always taking a personal interest in student’s lives, activities, and problems. Below are listed many of the duties an SRO is expected to perform on a routine basis, but does not include every task an SRO may perform in the course of a year.

SRO’s Assigned to Educational Institution

Be a visible, active *LAW ENFORCEMENT OFFICER* on campus dealing with all law related issues

- ⊕ Conduct investigations into crime occurring on campus and complete reports as needed
- ⊕ Bridge the gap between police officer and student and increase positive attitudes towards law enforcement
- ⊕ Assist and address safety issues/concerns at school and adjoining streets/neighborhoods
- ⊕ Assist school staff with security issues that may exist or has potential to occur
- ⊕ Investigate crimes in surrounding community when school related
- ⊕ Attend hearings related to students and offer input/insight
- ⊕ Monitor school grounds and parking areas for existing or potential problems and safety concerns
- ⊕ Be present (monitor) and assist as needed during lunch periods, assemblies, and special events
- ⊕ Be present (monitor) and assist as needed in school break areas
- ⊕ Be present (monitor) in school buildings and hallways during class time
- ⊕ Investigate child custody situations
- ⊕ Enforcement of Orders of protection/harassment on and off campus

- ⊖ Investigate and intervene in potential volatile situations
- ⊖ Investigate suspicious incidents at and/or near school grounds
- ⊖ Investigate CPS issues
- ⊖ Act as first responder to incidents at school
- ⊖ Investigate truancy issues through home visits and working with Pima County Juvenile Court
- ⊖ Case Liaison on sensitive or ongoing cases
- ⊖ Organize police functions at after hour school events
- ⊖ Be a daily police presence to deter outside threats to the school

Be a classroom *TEACHER* of instruction

- ⊖ Instruct Law Related Education classes
- ⊖ Teach the value of our legal system to students
- ⊖ Promote respect for people and property
- ⊖ Reduce juvenile crime by helping students form an awareness of rules, authority, and justice
- ⊖ Instruct classes on special needs and concerns when requested
- ⊖ Instruct classes on safety in and out of the home (strangers, home alone, guns)
- ⊖ Instruct classes on bullying, teasing, and tattling
- ⊖ Instruct classes on theft and criminal damage (in and out of school)
- ⊖ Instruct classes on drug awareness/prevention
- ⊖ Instruct classes on self-control and building character
- ⊖ Teach students how to avoid becoming a victim through self-awareness and crime prevention
- ⊖ Conduct parent and teacher seminars on Law Related topics
- ⊖ Give students a realistic picture of our laws and legal system so they will have an investment in supporting and improving it

Be a *COUNSELOR* in areas which may affect the educational or home environment and may be of law related nature

- ⊖ Counsel Students with special needs and/or disabilities
- ⊖ Counsel Students teachers, parents, faculty and staff with problems

Be a *RESOURCE* to the school administration, faculty, and staff

- ⊖ Assist school staff with planning for emergencies, evacuation, lock-down, and drills
- ⊖ Conduct regular safety evaluations of the campus
- ⊖ Attend long term suspension/expulsion hearings
- ⊖ Assist school staff in addressing safety issues and concerns

- ⊖ Research and institute grants to enhance curriculum for student education
- ⊖ Act as a crime prevention officer concerning school/campus issues
- ⊖ Act as a role model and positive influence for students/parents/teachers/staff
- ⊖ Provide protection for those at school and/or school functions
- ⊖ Provide a law enforcement perspective/opinion concerning school related issues
- ⊖ Assist teachers with incidents/issues as they arise (escorts or assistance)
- ⊖ Act as liaison between law enforcement, emergency responders, service providers, school staff, surrounding community, students, and parents
- ⊖ Assist school staff in addressing disciplinary issues

Be a RESOURCE to students and teachers

- ⊖ Assist teachers with special needs students, providing input and assistance
- ⊖ Be available to assist when needed for special needs and events
- ⊖ Allow students access to the legal system
- ⊖ Give student interviews
- ⊖ Be a resource for student projects
- ⊖ Be a resource for teachers presentations

Be a RESOURCE to teachers, parents, and students for conferences on an individual basis

- ⊖ Be an active listener for those who need it
- ⊖ Be available for answering parent's, teacher's, staff's, and student's questions
- ⊖ Be approachable