

## INTERLOCAL AGREEMENT

Comes now the City of Greenfield, Indiana, ("the City") and the Greenfield Central Community School Corporation ("the GCCSC") and enter into an Interlocal Agreement pursuant to I.C. 36-1-7, said Agreement to be as follows:

1. Said Agreement shall last from the first day of school attendance for academic year 2018-2019 and for a period of three (3) years thereafter.

2. It is the purpose of this Agreement to provide the terms and conditions upon which the City will provide to the GCCSC a School Resource Officer, hereinafter referred to as "SRO", the consideration for which is set forth on Exhibit A, attached hereto and incorporated by reference herein.

3. It is the further purpose of this Agreement to establish a methodology for efficient maintenance and daily interaction between the GCCSC administration and the SRO, establishing, maintaining, and updating specific guidelines and procedures, clarifying the roles of SRO and GCCSC administrators, the scope of the SRO's authority, and the responsibilities of the GCCSC and the Greenfield Police Department hereinafter referred to as "GPD" in this collaboration.

4. The duties and responsibilities of the SRO are as follows:

a. The GPD will make available a SRO for each day with only a few exceptions, which are outlined in this Agreement. The SRO will be geographically restricted to GCCSC grounds except for the following:

- 1) follow-up home visits when needed as a result of school- related student problems, including truancy issues;
- 2) school-related off-campus activities when SRO participation is requested by GCCSC and approved by GPD;
- 3) in response to emergency police activities; and
- 4) to attend departmental training or other administrative duties.

b. The assigned SRO police duties may generally include, but not be limited to, the following:

- 1) providing follow-up home visits when needed as a result of school-related student issues;
- 2) attending school-related off-campus activities when SRO participation is requested by GCCSC and approved by the GPD;
- 3) responding to emergency law enforcement activities which may

include:

- i. making arrests;
- ii. conducting search and seizure of person or property using a reasonable suspicion test or probable cause test as appropriate;
- iii. carrying a firearm on or about school property;
- iv. exercising other police powers with respect to enforcement of Indiana law; and
- v. assist daily with bus egress as needed.

c. The assigned SRO will be selected by GPD and their schedule will be mutually agreed upon in consultation with GCCSC officials. While on duty, the SRO will maintain regular routine patrol and supervision duties within the school buildings.

d. The assigned SRO will be in law enforcement uniform while on duty. The assigned SRO will park his/her patrol car in a visible location near the entrance of the school building. SRO shall wear their on-duty weapon issued by GPD while serving as SRO.

e. The GCCSC will provide SRO with work space as necessary to carry out their duties at each school. GCCSC will also provide SRO with the necessary school-owned equipment to carry out their duties, such as radio, keys, etc.

f. The GCCSC will pay for the SRO training required by Indiana Code and the GPD will authorize and pay for release time for the selected officers to attend the required training. GCCSC must approve each request for training prior to the GPD officer initiating any training program.

g. SRO will gather information regarding potential problems such as criminal activity, gang activity, student unrest, and the identities of particular individuals who may be a disruptive influence to the school and/or students. Based on the information gathered, the SRO will work with GCCSC personnel in providing law enforcement resources and responses regarding on-campus or school related criminal activity.

h. SRO will provide a program of law and education-related issues to the school community, including parents, on any law enforcement or safety related topics on an as needed basis.

i. SRO will work with school officials in dealing with student truancy including home visits.

j. SRO will work with school officials to provide law enforcement education to staff and students on topics agreed upon by both parties on an as needed basis.

k. SRO will provide and facilitate student mentoring in a non-adversarial capacity.

l. SRO will provide informational in-services as a general resource for the staff on issues related to drugs, alcohol, violence prevention, gangs, safety, and security on an as needed basis.

m. SRO will serve on the assigned school's administrative team as communications liaisons between the GCCSC and all law enforcement and safety-related agencies. As communications liaisons, the SRO will provide basic information concerning students on campuses served by the officers as permitted by law and GCCSC's policies and guidelines.

n. The lead SRO shall consult with local law enforcement officials and first responders to assist GCCSC's school safety specialists team with the development, implementation, and effective operation of a school safety plan that protects against inside and outside threats to the physical safety of students, prevents unauthorized access to school property, and secures schools against violence and natural disasters. Although SRO's are not generally involved in school disciplinary measures, the SRO shall help maintain a safe and effective learning environment.

o. When criminal activity is suspected, the SRO will take appropriate steps consistent with Indiana State Law, Greenfield City Ordinances and GPD regulations. SRO will advise school administrators of any concerns or steps taken as soon as feasibly possible. 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 and school principal. Nothing contained within this Agreement alters the relationship or duties of the assigned officer or the police department beyond the general duties that exist for law enforcement officers within the State of Indiana.

p. The SRO will refer students and/or their families to the appropriate agencies for assistance when a need is determined or suspected.

q. SRO shall neither act as school disciplinarians nor make recommendations regarding school discipline. SRO will not be assigned regular lunchroom duties, as hall monitors, bus monitors, or other assigned supervision duties typically associated with school administration. However, if there is an unusual/temporary problem in one of these areas, the SRO may, in their sole discretion or pursuant to an order from a supervisory officer, assist GCCSC's employees until the problem is solved.

r. SRO may schedule events such as K-9 searches and other similar programs with the consent of the school's principal where search is to occur.

s. The SRO shall report directly to the GCHS Principal during their day-to-day school responsibilities.

5. SRO shall not transport students except:

a. When students are victims of a crime, under arrest, or some other child welfare, safety or emergency circumstances exist; or

b. When students are suspended or sent home from school following school disciplinary action, if the student's parent or guardian has refused or is unable to pick up the student within a reasonable time period and the student is disruptive or disorderly and his or her continued presence on campus is a threat to the safety and welfare of other students and school personnel. 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, and/or has permission from the parent, legal guardian, or custodian to drop the student off at a particular location.

c. SRO shall only transport students in a police vehicle. SRO shall notify school personnel upon removing a student from campus.

6. SROs are employees of GPD and they are subject to the department's control and supervision. SRO must follow the current operating procedures, rules, and regulation of GPD, including attendance at all mandated training and testing to maintain state law enforcement officer certification. The Chief of Police shall ensure that open lines of communication are in place between the GCCSC and GPD. To the extent that schedules permit, the Chief of Police or designee and Lead SRO will meet with the Assistant Superintendent at least once per semester to review GCCSC/GPD expectations and clarify any operational procedures. The Chief of Police or designee and Lead SRO shall address any concerns regarding the performance or discipline of an SRO. School officials are to be consulted prior to any evaluation of an SRO and they are to be involved in the selection of any new SRO.

7. SRO is an employee of the GPD, not the GCCSC and are not eligible for any employment benefits through the GCCSC. The relationship between GCCSC and GPD is not a partnership or joint venture. The parties shall not make representations to third parties that they are in a partnership or joint venture.

8. It is the desire and intent of GPD and GCCSC to maintain confidentiality of juveniles and employees as required by law. Nothing in this Agreement shall be construed to violate the requirement of confidentiality with respect to juvenile or employee records and information exchanged or shared by GPC and GCCSC. GPD shall not disclose a child's educational records obtained from GCCSC to a third party, other than another juvenile justice agency without the consent of the child's parent or otherwise permitted by law.

9. GPD will invoice GCCSC two times per year as compensation for the lead SROs services as set forth on Exhibit A, attached hereto and incorporated by reference herein. GCCSC will pay the lead SRO through the GCCSC payroll system for any part-time work.

10. The principal's responsibility is to facilitate effective communications between the SROs and school staff. All criminal activity that comes to the attention of the school's staff shall be immediately reported to the SRO on duty. If an emergency exists, school staff shall call 911 and notify the SRO on duty. In a non-emergency situation, school staff should notify the

SRO or call the non-emergency GPD number if a SRO is not available.

The principal and/or school employee with relevant testimony will appear in court as needed to assist any criminal enforcement action initiated by the SRO which results in charging a crime.

11. This Agreement represents mutually agreed upon goals and objectives of the Greenfield Police Department and the Greenfield Central CSC for School Resource Officers. This is an endeavor between education and law enforcement to support a collaborative, problem-solving approach to mitigating safety concerns in schools. Regular meetings shall be conducted between the Chief of Police or designee and the Assistant Superintendent to support this endeavor.

12. This Agreement remains in force until such time as either party withdrawn from the Agreement by delivering a written notification of such rescission to the other party. It shall be reviewed annually and amended as necessary to meet the needs of the signatory Agencies.

13. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of the Agreement and, to that end, any other provisions, covenants, agreements, or portions of the Agreement are declared to be severable.

14. This Agreement shall not be construed to create or substantiate any right or claim on the part of any person or entity, which is not party hereto. This Agreement constitutes the entire agreement between the GCCSC and GPD and supersedes any prior negotiations, agreements or representations, whether oral or written, specifically any prior memorandums of understanding related to the SRO.

15. In the event any party brings arbitration, suit or action under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that each party shall bear their own expenses, including legal fees.

16. Each party agrees to indemnify and hold the other party, its officers, deputies, agents, employees, assignees, and other vendors harmless from liability, loss, or damage, each may suffer as a result of claims, demands, costs or judgments, including legal fees, against each of them arising out of the duties and obligations pursuant to this Agreement.

17. By entering into this Agreement, the parties do not intend to confer a benefit on a third party. Rather, it is the exclusive intention of the parties for the Agreement to benefit only the parties to the Agreement. Therefore, the parties shall not communicate to any person or entity that this Agreement benefits any person or entity other than the parties.

18. Unless a party certifies that it is self-insured and provides reasonable assurance as to its ability to provide such self-insurance, each party shall maintain comprehensive general liability insurance during the term of this Agreement. Each party will provide a copy of the

insurance policy providing such coverages upon request of the other party.

19. This Agreement may be amended or modified as necessary only by the mutual agreement of the parties made in writing and executed by the parties of their successors in interest.

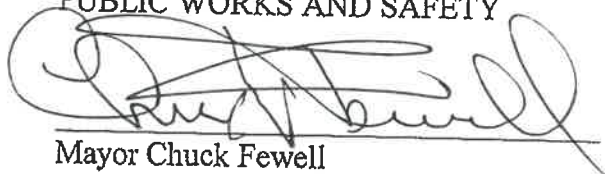
20. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without the prior written consent of the other party.

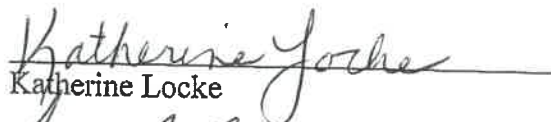
21. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with Indiana law. Further, the parties consent to venue in Hancock County, Indiana.

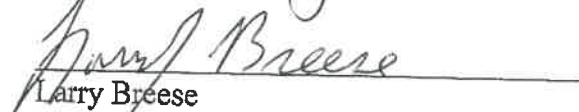
22. The term of this Agreement shall last from the first day of school attendance for academic year 2018-2019 and for a period of three (3) years thereafter. The Agreement, however, may be terminated by either party upon ninety (90) days prior written notice.


SO AGREED THIS 10<sup>th</sup> DAY OF September, 2018.

CITY OF GREENFIELD BOARD OF  
PUBLIC WORKS AND SAFETY

  
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Mayor Chuck Fewell

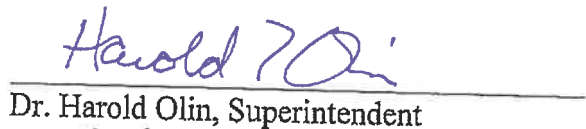
  
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Katherine Locke

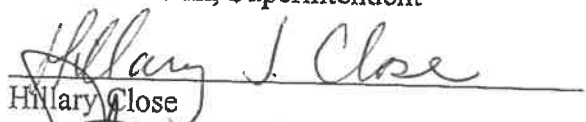
  
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Larry Breese

  
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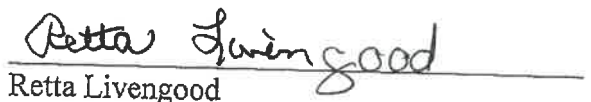
  
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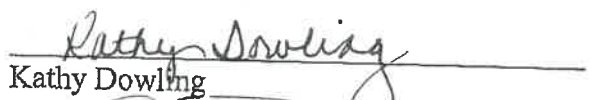
GREENFIELD CENTRAL  
COMMUNITY SCHOOL CORPORATION

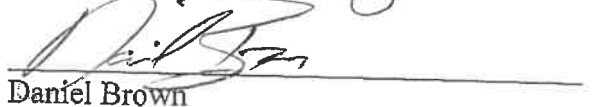
  
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Dr. Harold Olin, Superintendent

  
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Hillary Close

  
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Steve Menser

  
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Retta Livengood

  
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Kathy Dowling

  
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Daniel Brown

**City of Greenfield SRO Project**

<b>Greenfield's Total Cost for a Police Officer</b>	Length of SRO Contract	<b>3 YRS</b>
	Salary	\$54,304
	Benefits	\$34,000
	PERF	\$9,503
	Medi-Care	\$787
	Vehicle	\$13,333
	Uniform & Equipment	\$3,535
	Longevity	\$2,000
	<b>Total Police Officer Cost Per Year</b>	<b>\$117,462</b>

Approx. Cost to School Corp. Working 200 Days	\$452
<b>Cost of Officer Per 8 HR Shift</b>	
<b>Cost to School @ 200 Days Per Year</b>	<b>\$90,355</b>

<b>Officer's Overtime Rate</b>	Straight Time Pay/Year	\$54,304
	Total Hrs/Per YR	2,080
	Pay Rate Per Hr.	\$26.11
	<b>Overtime Rate - Over 40 HRS</b>	<b>\$38.92</b>

