

## **School Resource Officer**

### **City of Rocky River Division of Police (“Police”) and the Rocky River City School District Board of Education (“Board”)**

#### **1. Term**

The term of this Agreement shall begin the 2023-2024 school year until the Police or the Board provide at least twelve (12) months advance written notice to discontinue the services provided by the Police under the agreement. A school year is defined as including student attendance days from August through June.

#### **2. Duties of School Resource Officer**

During the term of this Agreement, the Police shall provide

- a. one (1) member of its active police force to serve as the full-time School Resource Officer (“SRO”) at Rocky River High School and
- b. one (1) member of its active police force to serve as the full-time SRO at Rocky River Middle School and
- c. one (1) member of its active police force to serve as the full-time SRO between Kensington Intermediate School, Goldwood Primary School, and Beach School.

The Police and the Board may agree to an additional member of the active police force to serve as a full-time SRO between Beach School and Goldwood Primary School as police staffing permits at any time during this agreement.

Said services shall in provided by the Police on all student attendance days (approximately 181 days) as set forth on the applicable school calendar approved by the Board.

The Board understands that the Police may need to re-assign the SRO temporarily to other law enforcement responsibilities in the event of a municipal emergency requiring an SRO’s presence elsewhere.

Should the SRO assigned to the Rocky River High School, Rocky River Middle School, Kensington Intermediary School, Goldwood Primary School, or Beach School be absent for any reason, the Police will assign an member of its active police force to the school during said absence.

#### **3. Compensation**

For the services to be performed by the Police described in paragraph two (2) above, the Board shall compensate the Police per SRO in an amount determined by totaling the

salary, firearms certification, uniform allowance, education differential, and longevity pay as determined by the collective bargaining agreement between the City of Rocky River and the Ohio Patrolman's Benevolent Association; and the City's contribution to the Ohio Police & Fire Pension, Medicare, worker's compensation, and healthcare insurance premium. The total will be used to calculate the expense of one hundred eighty-one (181) eight (8) hour days to determine an annual cost of each SRO, which shall be payable in two installments on or before December 20<sup>th</sup> for the portion of the academic year ending December and June 15<sup>th</sup> for the portion of the academic year ending in June throughout the term of this Agreement. An itemized calculation per SRO will be provided at the time of invoicing.

#### **4. Relationship/Employee Status**

The SRO shall be deemed to be, for all purposes, an employee of the City of Rocky River and shall not at any time directly or indirectly as an agent, servant, or employee of the Board. The Board shall have no control over the means and manner in which the work is to be performed by the SRO. The SRO is not entitled to any of the rights, privileges, or benefits provided by the Board to its employees. The Police acknowledge that it is solely responsible for workers compensation and for payment of all federal, state, or local income taxes with respect to amounts paid under this Agreement. The SRO shall not have authority to obligate the Board in any manner whatsoever. The Police acknowledge that the SRO is not entitled to participate in any school retirement system and that no deductions are to be withheld or payments made by the Board under this Agreement.

#### **5. Confidentiality**

All confidential information regarding the Board's students, staff, security, technology, and other related school matters shall be maintained as confidential by the Police to the fullest extent permitted under applicable law.

#### **6. Request for Removal**

The Board shall have the right to request the removal of any SRO who it believes is impeding or negatively affecting the services to be provided hereunder. The Police and Board shall promptly meet to address the Board's removal request.

#### **7. General Terms**

The Board, to the fullest extent permitted under applicable law, shall be responsible for any and all personal injury and property damage which is attributable to the negligent actions or negligent omissions of its employees acting within the scope of their employment. The Police, to the fullest extent permitted under applicable law, shall be responsible for any and all personal injury and property damage which is attributable to the negligent actions or negligent omissions of its employees acting within the scope of their employment. The Board and the Police agree that nothing contained in this

paragraph shall operate as and/or be interpreted as a waiver of either party's respective sovereign immunity. This Agreement shall not be assignable or delegable by either party without the prior written consent of the other party.

**8. Insurance**

The Board and the Police shall each maintain, at its own expense, insurance in the form of a comprehensive general liability policy with a reciprocal listing of the other as an additional insured. The Police shall cause the issuer of such insurance policy to deliver to the Board, co/ Treasurer Greg Markus, evidence of the existence of such a policy and shall require the insurer to give the Board, c/o Mr. Markus, at least thirty (30) calendar dates written notice prior to cancellation of, or any material change in the policy.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the latter day and year written below.

**City of Rocky River  
Division of Police**



By: George J. Lichman, II

Its: Chief of Police

Date: 8/16/2023

**Rocky River City School District  
Board of Education**



By: Jessica Wilson

Its: Board President

Date: 8/17/23

**City of Rocky River**



By Pamela E. Bobst

Its: Mayor

Date: 8-21-23



By: Greg Markus

Its: Treasurer/CFO

Date: 8/17/23