

ERIE COUNTY TECHNICAL SCHOOL

PROPOSED AGENDA ITEM

DATE: April 26, 2018

SUBJECT: School Resource Officer-SRO

CATEGORY: Operations: Policy: Information: Personnel: X

INITIATED BY: Joe Tarasovitch, Interim Director

DESCRIPTION:

ECTS recommends sub-contracting with the Erie County and the Department of the Erie County Sheriff's Department for a "School Resource Officer". The compensation for the SRO would be a shared collaboration between the school and Erie County; respectfully at 75% to 25%. The contract would be for a two-year period; 2018-19 and 2019-20. The salary for the 2018-19 school year would be supported by the awarded state grant; award for 2018-19, \$30,000. ECTS would be budgetary responsible for the 2019-20 school and then after if renewed.

Attached is the proposed Memorandum of Understanding between the Erie County Technical School and the Erie County Sheriff's Department.

RECOMMENDATION:

Motion to enter a sub-contracting agreement with the Erie County and the Erie County Sheriff's Department for a two-year period; beginning in August of 2018.

SAFE SCHOOL TARGETED SCHOOL RESOURCE OFFICER GRANT AGREEMENT

This Safe Schools Initiative Competitive School Resource Officer Grant Agreement ("Grant Agreement") is made, by and between the Pennsylvania Department of Education ("Department"), and Erie County Technical School located at 8500 Oliver Road, Erie PA 16509 ("Grantee").

WHEREAS, the Department, created by Section 201 of the Administrative Code of 1929, as amended, 71 P.S. § 61, is the State Education Agency responsible for administration of grant programs pursuant to the General Appropriation Acts and the Public School Code of 1949, as amended, 24 P.S. § 1-101 et seq.; and

WHEREAS, the Department has been appropriated funds by the General Assembly for the Safe School Initiative Competitive Targeted Grant.

NOW THEREFORE, the parties intending to be legally bound hereby agree as follows:

1. The Grantee will receive funds in the amount of \$26,250.00, and those funds shall be used to defray program costs incurred from August 4, 2017 to June 30, 2018. For the period of July 1, 2018 through June 30, 2019, Grantee shall receive \$30,000 to defray costs incurred during that period.
2. This Grant Agreement shall become effective on the date it is fully executed by all required parties and shall terminate on June 30, 2019, unless terminated earlier in accordance with the terms hereof.
3. The Grantee shall furnish all qualified personnel, facilities, materials and other services and in consultation with the Department, provide the services described in Appendix B.

The following Appendices are hereby incorporated by reference into this Grant Agreement:

Appendix A – Special Program Terms

Appendix B – Grantee's Program Narrative and Budget

Appendix C – Payment Terms, Responsibilities and Contact Information

The Grantee acknowledges having reviewed the Department's Master Standard Terms and Conditions, which are available at: www.education.state.pa.us/mstc and are incorporated by reference into and made a part of this Grant Agreement as if fully set forth herein.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties subscribe their signatures to this Agreement herein below,

FOR THE GRANTEE

Signature _____ Date _____

Title _____

Signature _____ Date _____

Title _____

FOR THE COMMONWEALTH

For the Secretary of Education _____ Date _____

Title Deputy Secretary _____

APPROVED AS TO FORM AND LEGALITY

Office of Chief Counsel _____ Date _____
Department of Education

Office of General Counsel _____ Date _____

Office of Attorney General _____ Date _____

Comptroller approved as to fiscal responsibility,
budgetary appropriateness and availability of funds
in the amount of \$26,250.00 for fiscal year 2017
And \$30,000 for fiscal year 2018.

Comptroller

Date

State Funded, Appropriation 082-Safe Schools Initiative

Vendor Name: Erie County Technical School
Address: 8500 Oliver Road Erie, PA 16509
Fed ID #: 251150947
Vendor #: 143950

**School Resource Officer Memorandum of Understanding between the County of Erie, the Erie
County Sheriff's Office and the Erie County Technical School
July 1, 2018 to June 30, 2020**

This agreement is made this 1st day of July 2018, between the County of Erie (hereinafter referred to as the "County"), the Erie County Sheriff's Office (hereinafter referred to as the "Sheriff's Office") and the Erie County Technical School (hereinafter referred to as the "School Entity").

Whereas, the School Entity desires the Sheriff's Office to provide the services of a deputy sheriff assigned to the School Entity on a full time basis.

Whereas, the County and Sheriff's Office desire to provide the services of a deputy sheriff assigned to the School Entity on a full time basis.

Whereas, the parties recognize the benefits of this program to the students, staff, School Entity and the community.

Whereas, it is in the best interest of the School Entity and the community to establish and keep this program.

It is therefore agreed that the Sheriff's Office shall assign a deputy sheriff to the School Entity upon the following terms and conditions.

The School Entity, the County and the Sheriff's Office have agreed to assign a deputy sheriff to the School Entity.

The Erie County Sheriff in consultation with the School Entity shall select a deputy sheriff. The School Entity may meet and interview the deputy sheriff to determine if the officer is suitable for working in a school environment. In order to maintain continuity, the Sheriff shall not change officer assignments during the school year; unless circumstances arise that require change.

Although assigned to the School Entity on a full-time basis, the deputy assigned remains an employee of the County and the Sheriff's Office. The deputy shall remain subject to all rules and regulations of the County and the Sheriff's Office and shall not be considered an employee of the School Entity.

It is understood and agreed that the relationship between the School Entity and the County/Sheriff's Office is and shall remain one of an independent contractor. The school Entity shall not pay any wages to the deputy. Also, the School Entity 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 the deputy. All such payments and/or withholdings are the responsibility of the County and the Sheriff's Office and the County and the Sheriff's Office shall indemnify, defend and hold the School Entity harmless from any and all loss or liability arising with respect to such payments and/or withholdings.

Since the deputy is an employee of the County and the Sheriff's Office, he/she shall be subject to the personnel policies, procedures, and regulations of the County and the Sheriff's Office. The County and the Sheriff's Office retain the right and authority to terminate the deputy's employment. The Sheriff's

Office will provide written notice to the School Entity of the termination of the deputy's employment and shall promptly replace the terminated deputy with another deputy, who is suitable to the School Entity.

The School Entity shall pay to the County seventy-five percent (75%) of the cost of the assigned deputy's wages and fringe benefits from July 1st, 2018 to June 30, 2020 unless this Agreement is terminated as set forth below. The Sheriff's Office will bill the School Entity November and March of each year under this Agreement with payment to be made from the School Entity to the County by the end of the following month. The School Entity shall make its checks payable to the "County of Erie-General Fund."

The duties to be performed at the School Entity by the deputy shall be assigned through the Sheriff's Office chain of command, in cooperation with the Director of the School Entity and/or the Director's designee.

Duties of the assigned deputy may include but are not limited to:

1. The deputy shall provide security and surveillance of areas assigned, note and report irregularities, dangerous practices and conditions, accidents, fires and other acts, requiring action, which affects the health, safety and welfare of students and school personnel.
2. The deputy will take necessary action as to trespassers, suspicious persons and activity, and report significant action, occurrences and conditions to the Director of the School Entity and/or the Director's designee.
3. The deputy will conduct investigations of criminal or delinquent activity.
4. The deputy may be assigned to enforce offenses occurring off School property, provided they relate to students attending the schools to which the deputy is assigned.
5. The deputy will warn, cite, detain and take into custody violators of the law when necessary.
6. The deputy shall testify in court.
7. The deputy will complete timely and accurate reports in accordance with the requirements of the Sheriff's Office.
8. The deputy shall enforce traffic and parking laws and regulations on and around School property.
9. The deputy shall recommend measures to protect the School and personal property from damage and theft.
10. The deputy will assist School personnel in dealing with emergencies.
11. The deputy shall supervise security at School activities and public meetings as directed or requested.
12. The deputy may assist in truancy investigations.

13. The deputy will assist in coordinating efforts with local fire, EMS, and law enforcement agencies and develop a Safe School Plan.
14. The deputy will coordinate the sharing of delinquency information between the School and other law enforcement agencies. However, confidential student records may only be reviewed by the deputy and/or other law enforcement agencies to the extent permitted by law.
15. The deputy will assist the School principals on matters dealing with the enforcement of child custody orders or protection from abuse restraining court orders.
16. The deputy will assist with Megan's Law notifications received by the School, as directed.
17. The deputy will provide assistance in programs for peer mediation and peer leadership.
18. The deputy will conduct presentations for students, staff and parents involving a range of topics such as crime prevention, drug and alcohol education, violence prevention, conflict resolution, safety tips, internet safety, bullying, legal issues and related topics.
19. The deputy will assist in Training School personnel in emergency response, report writing and practice drills.
20. The deputy shall coordinate his/her activities with the School's principal and staff.
21. Upon request, the deputy will attend faculty meetings.
22. Upon request, the deputy may facilitate or attend conferences between School personnel and parents regarding individual students, or general safety concerns.
23. The deputy at all times will serve as a role model to students demonstrating appropriate behaviors, respect, attitude and courtesy.
24. The deputy will perform such other related duties as assigned by the Sheriff's Office.

Unless engaged in activities for which a uniform would be inappropriate, the deputy shall wear a uniform in order to maintain a visible presence in the School and deter trespassers from entering the school and adjacent buildings.

The deputy will carry weapons and all required equipment as authorized by the Sheriff's Office. The weapons shall be carried either:

Openly, in those circumstances where an armed presence may provide a useful deterrent.

Concealed, in circumstances where the deputy may wish to interact informally with students, Parents or faculty.

The assigned deputy shall not be routinely requested to participate in all student searches conducted by School officials. School officials may search a student based on "reasonable suspicion". A law

enforcement officer must meet the more stringent requirement of "probably cause". Deputies may conduct searches under circumstances where a law enforcement search is permitted by law.

The assigned deputy shall not act as a disciplinarian. Disciplining students is the responsibility of the School. However, if a principal of the School believes an incident may be a violation of the law, the principal may contact the deputy, who shall determine whether law enforcement action is necessary.

The Director of the School or designee of the Sheriff's Office will maintain open communication concerning the progress and the effectiveness of the program. The School shall also designate an administrator to act as a liaison with the deputy assigned to the School. At the outset of this Agreement, a meeting will be held between the individual designated as the School's liaison and Chief Jeff Guild, who is the Sheriff's Office's liaison.

The School shall supply the assigned deputy with a telephone, and office space where students can meet and speak privately with the deputy. The office space must include a desk with drawers, a computer with access to student demographics, a chair, filing cabinet and office supplies. The office must be able to be locked and secured. If possible, the office should be located in a central location of the School's High School and be easily accessible to students, faculty and school administrators.

This Agreement shall become effective on July 1st, 2018 and shall remain in effect until June 30, 2020 at which time it shall terminate automatically. This agreement may be terminated prior to its expiration by the School, the County, or the Sheriff's Office, upon 90-days written notice to the other parties.

If the deputy 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, then the School, then the School may terminate this Agreement immediately without any notice to the County or the Sheriff's Office.

If, at any time during the term of this Agreement, the deputy fails materially in the reasonable judgment of the School to meet any of the obligations or duties required of the deputy under this Agreement, the Sheriff's Office will have thirty (30) days after written notice is provided by the School to correct the problem or problems with the deputy. If, after this thirty (30) day period, the deputy continues, in the reasonable judgment of the School, to fail to meet any of the obligations or duties required of the deputy under this Agreement, then the Sheriff's Office will provide another deputy to the School. If the Sheriff's Office fails to provide another deputy who is acceptable to the School within ten (10) days after being requested to do so by the School, then the School may, at its option, terminate this Agreement effective immediately by providing written notice of said termination to both the County and the Sheriff's Office.

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 to the County 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.

The County and the Sheriff's Office agree to hold harmless, defend and indemnify the School Entity, 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 deputy upon or in connection with his/her performance under this Agreement.

The School Entity agrees to hold harmless, defend and indemnify the County and the Sheriff's Office 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 Entity upon or in connection with its performance under this Agreement.

All records of the School shall be and remain the property of the School Entity and such records may not be removed from the School or released to the County or the Sheriff's Office without the School Entity written consent.

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

The School Entity 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 Entity against loss or damage in an amount of not less than one million dollars (\$1,000,000). The School Entity will provide the County and the Sheriff's Office with a certificate of said insurance, which lists both the County and the Sheriff's Office as additional insureds.

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.

The Sheriff's Office will provide the required Clearances for the deputy to the Director of the School Entity.

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

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 the parties, and attached to this Agreement.

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

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.

County of Erie

Date: _____

By: _____
Kathy Dahlkemper, County Executive

Erie County Sheriff's Office

Date: _____

By: _____
Sherriff John T. Loomis

Erie County Technical School

Date: _____

By: _____
Andrew Foyle, JOC President