

## **SOUTH GIBSON SCHOOL CORPORATION**

### **SCHOOL RESOURCE OFFICER**

This School Resource Officer ("Agreement") is made and entered into by the Board of School Trustees ("Board") of the South Gibson School Corporation (the "School Corporation") (collectively referred to as "School") and \_\_\_\_\_ ("SRO") this \_\_\_\_ day of /, 202\_\_

WHEREAS, Indiana Code 20-26-18.2-2(a)(2) allows the School to employ a school resource officer;

WHEREAS, Indiana Code 20-26-18.2-1 requires the SRO to be employed by the School to be appointed as a police reserve officer (as described in IC 26-8-3-20) if the reserve police officer: (1) is subject to the direction of the sheriff or appointing law enforcement agency; (2) is required to obey the rules and orders of the sheriff's office or appointing law enforcement agency; (3) is required to complete all training required of regular full-time law enforcement officers employed by the sheriff's office or appointing law enforcement agency; and (4) may be removed by the sheriff or appointing law enforcement agency at any time, with or without cause.

WHEREAS, before being appointed as a school resource officer, Indiana Code 20-26-18.2-1 requires an individual to: (1) successfully complete the minimum training requirements established for law enforcement officers under IC 5-2-1-9; and (2) received at least forty (40) hours of school resource officer training: A. at the Indiana law enforcement training board established by IC 5-2-1-3; B. the National Association of School Resource Officers; C. or another school resource officer training program approved by the Indiana law enforcement training board; Training that must include instruction regarding skills, tactics, and strategies necessary to address the special nature of school campuses and school building security needs and characteristics.

NOW, THEREFORE, the School and the SRO agree:

#### **1. Section 1 – Qualifications of SRO**

Throughout the term of this Agreement, the SRO agrees that s/he:

- A. Has been and will continue to be appointed as a Sheriff reserve/special/part time officer by the Gibson County Sheriff's Office;
- B. Has been and will continue to be subject to the direction of the Gibson County Sheriff's Office;
- C. Has been and will continue to be required to obey the rules and orders of the Gibson County Sheriff's Office;
- D. Has completed all training required of regular full-time, part time, reserve, and special deputy law enforcement officers employed by the Gibson County Sheriff's Office;

- E. Has successfully completed the minimum training requirements established for law enforcement officers under IC 5-2-1-9;
- F. Has received at least forty (40) hours of school resource officer training at the Indiana law enforcement training board established by IC 5-2-1-4, the National Association of School Resource Officers, or another school resource officer training program approved by the Indiana law enforcement training board; and
- G. Has received training that includes instruction regarding skills, tactics, and strategies necessary to address the special nature of school campuses and school building security needs and characteristics.

## **2. Duties of SRO**

The School and the SRO agree that the SRO shall be assigned the following duties and responsibilities:

- A. To assist with the development and implementation of the school safety plan that does the following:
  - 1. Protect against outside threats to the physical safety of the students;
  - 2. Secure schools against violence and natural disaster
  - 3. The SRO shall consult with local law enforcement officials and first responders when assisting with the development of the school safety plan.
- B. Carry out any additional responsibilities assigned to the SRO under this Agreement and to:
  - 1. Protect against outside threats to the physical safety of the students;
  - 2. Prevent unauthorized access to school property; and
  - 3. Secure schools against violence and natural disasters
- C. To be an active and visible law enforcement figure on the school campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will take the student to the appropriate principal or superintendent's office for discipline to be meted out by school officials.
- D. Maintain 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. As to school code violations, the SRO will take the student to the principals' or superintendent's office for discipline to be meted out by school officials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model 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.

- G. To make appearances before classrooms, parent groups, and other groups associated with School, or community groups through School and as a speaker on a variety of requested topics.
- H. To share information with the administration about persons and conditions that pertain to school safety concerns.
- I. To work with the superintendent or designee will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest;
- J. The SRO will have campus meetings with the principal and/or the principal's designee weekly, or as otherwise mutually agreed, to coordinate daily activities.
- K. The SRO will cooperate and participate as necessary in School's expulsion hearing process if requested by the Superintendent of Schools or his legal counsel. The Gibson County Sheriff's Office will provide case information and/or testimony to the Superintendent, or his/her designee, provided the case is not a pending criminal investigation. In cases of active criminal investigations, the Prosecuting Attorney, or his designee, will approve such action.
- L. The SRO will follow and conform to all School Board policies and procedures that do not conflict with the established policies and procedures established by the Gibson County Sheriff's Office for reserve/Special/Part Time police officers.
- M. The SRO shall take appropriate law enforcement action against intruders, trespassers, and unwanted unauthorized individuals who may appear.
- N. The SRO shall develop a working knowledge of the students that may have behavioral/mental health issues and assist school staff and parents in developing non-criminal justice responses to behavioral/mental health issues.
- O. The SRO will wear approved department uniform, formal business attire or business casual attire with appropriate logos and name badges depending on the time of school year, consistent with type of school activity or program, and pursuant to the requests of the school and/or Gibson County Sheriff's Office. Further, the SRO shall wear his/her on duty weapon issued by the Gibson County Sheriff's Office while serving as SRO.
- P. Assist building and athletic administration in the employment of security for school events.

- Q. Assist district administration and the Gibson County Sheriff's Office in the employment and assignment of an additional SRO position using off-duty SRO-trained officers.
- R. Under Indiana Code, the SRO shall have the authority to:
  - 1. make an arrest;
  - 2. conduct a search or seizure of a person or property using the reasonable suspicion standard;
  - 3. carry an authorized department weapon in accord with department policy; and
  - 4. exercise other police powers with respect to the enforcement of Indiana laws.
- S. The SRO/Safety Director shall be responsible for the direction of any other SRO working for the South Gibson school corporation

When criminal activity is suspected the SRO will take appropriate steps consistent with local laws, state or federal laws and sheriff regulations. To be clear, the SRO's first responsibility is to act as a law enforcement officer and his/her decisions in carrying out those duties are not subject to interruption or interference by the board or school corporation personnel. The SRO will however strive to keep school administration advised of any law enforcement activity in a timely manner. As further clarification, the school administrators are not agents for the SRO or the Sheriff. The SRO will not participate in any searches initiated by the schools administrators as permitted by state and federal law. If the SRO conducts an interview with a student as part of a criminal investigation, SRO will follow state and federal law with regard to any interrogation as well as any attendant search or seizure involving students or their property.

### **Duty Hours**

The SRO shall work eight (8) hours per day

- A. The SRO will be provided with seven (7) personal days and three (3) sick days each working year. The SRO's unused paid leave days will be governed by the terms and conditions established in the South Gibson School Corporation Support Staff Handbook.
- B. It is understood and agreed that time spent by the SRO attending court, juvenile court training for his/her duties as SRO and/or criminal cases arising from and/or out of the SRO's employment as an SRO shall be considered as hours worked under this Agreement. Hours worked after normal school hours at school events may be counted toward required work days.
- C. In the event of an emergency, if the SRO is ordered by the Gibson County Sheriff's Department to leave the school during normal duty hours as described above and to perform other services for the County/Gibson County Sheriff's Department, the time spent shall not be considered hours worked under this Agreement. In such event the hours will be made up.

- D. In the event the SRO is absent from work, the SRO shall notify the School Superintendent or designee.
- E. The SRO shall attend INSRO and/or NASRO conference each year. South Gibson School Corporation shall fund the expenses for INSRO and NASRO conference. All other training will be funded by the Gibson County Sheriff's department.

#### **SRO Term of Agreement**

The School and the SRO agree that the SRO shall be employed for two hundred twenty (220) days each year commencing on \_\_\_\_\_ and ending on \_\_\_\_\_. This Agreement shall automatically renew for one (1) year beginning July 1 and ending June 30 under the same terms absent thirty (30) days written notice of cancellation by either party delivered to the other party. The Board hereby authorizes the Superintendent to sign any documents need to accomplish this renewal each year. All notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

For the School  
Superintendent  
3321 W 800 S  
Fort Branch, IN 47648

For the SRO / Safety Director  
Daniel S Lienemann  
4016 S 600 W.  
Owensville, IN 47670

#### **SRO Salary**

The School and the SRO agree that the SRO's annual salary shall be \$xxxxxx. Salary increases after the first year of employment will be in accordance with Board-approved increases for support staff employees. In addition, the SRO position is a PERF-eligible position and shall be offered insurance through the South Gibson School Corporation provider. PERF contributions shall be made in accordance with the terms and conditions set forth in the South Gibson School Corporation Support Staff Handbook.

The SRO will be provided a take home vehicle equipped with all necessary equipment to allow him or her to perform their job as a law enforcement officer. The Gibson County Sheriff's Office will provide a vehicle to the SRO for a reasonable amount of time, this will allow the South Gibson School Corporation time to acquire vehicles for the SRO. During this time the South Gibson School Corporation will be responsible for the fuel and maintenance costs during the school year (August – May end). The Sheriff's office will be responsible for maintenance and fuel during the summer (June – July). The Gibson County Sheriff's Office will provide the insurance and licensing for the vehicle.

#### **Access to Educational Records**

- A. School officials shall allow the SRO to inspect and copy and public records

maintained by the school to the extent allowed by law.

- B. 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 for the information to meet the emergency situation and the extent to which time is of the essence.
- C. 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.

**Additional Duties of Board and School**

The Board and school acknowledge as follows

- A. The Board and School corp. are responsible to pay for the compensation and benefits of the SRO. The parties acknowledge that Gibson county sheriff's office has no liability or responsibility for the compensation of the SRO.
- B. The Board and School Corporation acknowledge that SRO may not be governed by the school corporation personnel rules to the extent they are inconsistent with the rules, regulations, policies and procedures of the Gibson County Sheriff's Office.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this  
day of \_\_\_\_\_

Board of School Trustees of the  
South Gibson School Corporation

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Secretary

School Resource Officer (SRO) / Safety Director

\_\_\_\_\_  
School Resource Officer / Safety Director Name