

CONTRACT FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS TO THE GAHANNA-JEFFERSON SCHOOL DISTRICT AND THE CITY OF GAHANNA

THIS CONTRACT; entered into as of this ~~11th~~ **10th** day of **June, 2009 2010** by and between the Gahanna-Jefferson School District (hereinafter referred to as the “**District**”) and the City of Gahanna (hereinafter referred to as the “**City**”).

ARTICLE I – SCOPE OF SERVICES

The City agrees to provide services of two (2) law enforcement officers by assignment to Gahanna Lincoln High School as School Resource Officers (“SRO’s”). The Superintendent or designee and the Mayor or designee may approve jointly developed regulations for the implementation of this Contract so long as such regulations are not inconsistent with this Contract. The service of the SROs shall be subject to such regulations, including any and all addendums as agreed upon by the Superintendent or designee and the Mayor or designee. The parties agree and acknowledge that at all times the SROs on District property or at school events shall be law enforcement officers of the City and not employees, agents or representatives of the District, Superintendent or Board of Education.

The primary function of the SRO will be to provide a safe and secure learning environment, reduce crime, serve as an educational resource and serve as a liaison between Gahanna Lincoln High School and the Division of Police.

ARTICLE II – TERM OF CONTRACT

This contract shall become effective July 1, ~~2009~~ **2010** and shall be in effect until June 30, ~~2010~~ **2011**. This Contract may be extended upon mutual written agreement between the City and the District.

ARTICLE III – DISTRICT RESPONSIBILITIES

The District shall accomplish the following:

1. Give prompt notice to the City whenever the District observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this contract.
2. The District shall designate the High School Principal or designee as a point of contact to represent the District on a day-to-day basis and notify the City as to who shall serve at this point of contact. The point of contact:
 - a. Shall have the ability to authorize the City to begin and terminate services.
 - b. Shall coordinate services with the City.
3. Shall monitor the contract to ensure full compliance with this contractual agreement.
4. The District will provide for reasonable costs associated with the specialized training of School Resource Officers and any changes in curriculum or programming initiated by the schools, which require materials to be purchased. The Superintendent or designee shall

have the right to approve any such specialized training in advance, which approval shall not be unreasonably denied.

5. The District will provide the SROs with an office that is furnished with a desk and seating for four (4) additional persons.

ARTICLE IV – CITY RESPONSIBILITIES

The City shall accomplish the following:

1. Execute the services as defined in Article I and within the designated time frame. Pursuant to this obligation, the City shall take specific actions including, but not limited to:
 - a. provide the High School Principal a copy of the relevant FOP collective bargaining agreement.
 - b. schedule the SROs to normally work at the High School from 7:15 a.m. until 3:15 p.m. Monday through Friday.
 - c. provide a substitute officer if an SRO is absent, unless unforeseen emergencies prevent doing so.
2. Give prompt notice to the District whenever the City observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this contract.
3. The City will provide the District, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
4. The City will provide all labor, tools, vehicles and materials required to perform the services as identified in this contract, except for those instances described in Article III, section 4 above.

ARTICLE V – COMPENSATION AND PAYMENT

- The City shall invoice the District monthly for 50% of services rendered during the period of the contract by two (2) School Resource Officers, with the total invoiced for the ~~2009-2010~~ **2010-2011** school year not to exceed ~~\$116,000~~ **\$122,000**. This amount does not include any overtime authorized by the schools, for the High School SRO Program. Any overtime ordered by the school shall be the responsibility of the school to pay, and the school shall be billed for such. These hours must be documented on the Request for Officer Overtime Form as shown in Exhibit A. Any overtime ordered by the City will be the City's responsibility. The City shall bear in full all costs associated with services rendered to the District's Middle Schools along with the DARE program.

ARTICLE VI – TERMINATION

Either party may, by giving a 60 day written notice to the other party, terminate this contract prior to the end of the contract term. Provided such termination occurs prior to completion of the

Scope of Services herein, any monies due to the city are still payable through the date of cancellation.

ARTICLE VII

This contract shall be governed by the laws of the State of Ohio.

ARTICLE VIII – INSURANCE

The City shall secure and maintain at its own expense insurance for protection from claims under Worker's Compensation Acts for damages because of bodily injury including personal injury, sickness or disease or death of any and all City employees.

The City shall secure and maintain, at its own expense, general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

The City shall secure and maintain, at its own expense, automobile insurance, including coverage for non-owned and hired autos, with a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.

The above-referenced insurance shall be maintained in full force and effect during the life of this Agreement. Certificates showing that the City is carrying the above referenced insurance in at least the above specified amounts shall, upon request, be furnished to and approved by the City prior to the start of work on the project and before the District is obligated to make any payment to the City for the work performed under the provisions of this contract. The District shall be immediately notified if any of the foregoing insurance is canceled, not renewed, reduced, or otherwise materially altered during the term of this contract.

ARTICLE IX – NON-WAIVER

Nothing in this contract including without limitation, the insurance provisions herein before provided, shall in any way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to either party under applicable law, including but not limited to, those contained in Chapter 2744 of the Revised Code of the State of Ohio.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in triplicate originals.

FOR THE CITY OF GAHANNA

FOR THE GAHANNA-JEFFERSON
SCHOOL DISTRICT

By: _____
Rebecca W. Stinchcomb, Mayor

By: _____
Superintendent

Date: _____

By: _____
President, Board of Education

Date: _____

CITY OF GAHANNA

WHERE: www.fox.com

DATE: _____

DATE: _____ HOURS: _____

NO. OFFICERS REQUIRED: _____

[illegible]

GAHANNA-JEFFERSON SCHOOL DISTRICT

GAHANNA POLICE DEPARTMENT