

School Resource Officer Program Inter-Local Agreement

This Agreement ("Agreement") is entered into between Washington County, Nebraska (hereinafter referred to as the "County") and Arlington Public Schools (hereinafter referred to as the "School District").

For, and in, consideration of the mutual promises, terms, covenants and conditions set forth herein, the parties agree as follows:

- 1. PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the County to assign one uniformed deputy sheriff to Arlington Public School (the "School") for the School District's School Resource Officer Program. The School Resource Officer (hereinafter referred to as the "SRO") will work with the School principal or other school representatives to prevent juvenile delinquency through close contact and positive relationships with students. In addition, the SRO will develop and implement classes in law related education to support the educational efforts of the faculty, shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. Assist school administrators in district safety, security planning, and building security matters. Work closely with teachers in designing and presenting law-related topics.

- 2. TERM.**
 - A. This Agreement shall be effective on the 14th day of August 2019 and shall remain in effect until either the County or the School District terminates the Agreement at the end of any given School year with ninety (90) days prior written notice, or upon written agreement of the County and the School District.
 - B. A review of the Agreement may occur upon request of the County or the School District. If such a review is requested, a representative selected by the County will meet with a representative selected by the School District. The terms of the Agreement may be modified upon written agreement of the County and the School District as provided herein.
 - C. With the exception of unforeseen injury/illness or mandatory agency in-service training, the County shall provide the SRO to the School on all days that the School is in session. The School District shall provide the County with a School calendar on or before June 1st of each year, or as soon as thereafter possible.
 - D. The School District may request, and the County will provide, an SRO at the School for the fall orientation.
 - E. During days that School is not in session, an SRO is subject to other assignments as determined by the County.

- 3. RELATIONSHIP OF PARTIES.**
 - A. The SRO assigned to the School is an employee of the County and shall not be considered an employee of the School District. The SRO shall be subject to the departmental control, supervision, policies, procedures, and General Orders of the Washington County Sheriff's Office. At all times, the SRO shall be considered law enforcement for the purposes where Nebraska law requires school districts to make referrals to law enforcement.

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and

shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska or the State of Iowa on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party its officers, employees, agents, contractors or servants shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

- B. For the SRO, compensation and fringe benefits shall be paid directly by the County and shall be in accordance with the Washington County Sheriff's Office policies as established for its employees. The County shall maintain appropriate workers' compensation and unemployment insurance coverage for the SRO.
- C. The SRO will be subject to current procedures in effect for Washington County deputies, including attendance at all mandated training and testing to maintain state peace officer certification. This training and certification takes place throughout the year and will necessitate the absence of the SRO from the School.

4. SRO SELECTION, TRANSFER, AND REMOVAL.

- A. The School District and the County will participate on the Selection Panel to select the SRO and shall mutually agree upon the appropriate deputy for the School. The Selection Panel will make this recommendation to the Sheriff. The Washington County Sheriff will make all appointments.
- B. If the School District is dissatisfied with the performance of an SRO, the School District shall contact the Sheriff.
- C. The Washington County Sheriff may dismiss or reassign an SRO, based on department guidelines and/or General Orders, and in compliance with the union contract, and when in the Washington County Sheriff's sole discretion, it is determined that such dismissal or reassignment is in the best interest of the County.
- D. In the event of the resignation, retirement, dismissal or reassignment of an SRO, or in the case of long term absences by the SRO, the Washington County Sheriff shall provide a temporary replacement for the SRO within thirty (30) School days of receiving notice of such absence(s), dismissal, resignation, reassignment or retirement. As soon as practicable, the Selection Panel shall convene and recommend a permanent replacement for the SRO position. The selection process previously outlined herein shall apply.

5. SRO SERVICES/RESPONSIBILITIES.

- A. Provide law enforcement to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents according to sheriff's office policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies.
- B. Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition, the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies
- C. Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that, the student's emotional state may present a risk to

the administrator. Assist school administrators in district safety, security planning, and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.

- D. Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
- E. Develop and implement classes in law related education to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
- F. Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
- G. Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of police officer and be a positive role model. Increase the visibility and accessibility of police to the school community.

6. FINANCIAL AGREEMENT.

- A. The School District shall compensate the County at an annual rate of \$24,536.00 for the SRO working at the School for each day the School is in session, including summer school. The mentioned school year hours will consist of the fall, spring and summer School sessions.
- B. The School District will not pay the County for:
 - a. overtime unrelated to the SRO's duties;
 - b. non-School-related expenses related to or resulting from law enforcement-related activities off of School property and not part of the SRO's normal working hours, such as criminal investigations and responses to gang fights, assaults, arson or court appearances.
- C. The County shall be responsible for the SRO's compensation on days when School is in session and the deputy is not at the SRO assignment, unless the absence is due to attending an off-campus activity at the School's request.
- D. The County will cover the cost for the SRO's compensation on all holidays, vacation days, and sick leave days.
- E. In the absence of the assigned SRO due to vacation, sick days or mandatory in-service training, the County will endeavor to provide a twenty-four (24) hour notice to the School District..
- F. The County shall incur all costs for training required by the County and the Nebraska Law Enforcement Training Center to maintain the SRO as a law enforcement officer in the State of Nebraska.
- G. In addition to the financial agreement listed in section A, the School District will be responsible for arranging and compensating law enforcement for special School events and activities that take place outside the normal School day.
- H. The County shall incur all costs for the representation of the SRO in any claim, suit, or preparation thereof.
- I. The County shall provide the SRO with a portable radio and access to the Washington County 911 system for routine and emergency communication.

- J. The County and the SRO will be responsible for uniforms and companion equipment for the SRO as required by Washington County Sheriff's Office Standard Operating Procedures.
- K. The County shall provide a marked uniform "Sheriff's" vehicle to the SRO, subject to the availability of such vehicle and the School District's need.

7. TIMES AND PLACE OF PERFORMANCE.

- A. The SRO will be on the School campus each day that the School is in session during the regular School year. The SRO's activities will be restricted to the School campus except for:
 - a. Follow-up home visits when needed as a result of School-related student problems.
 - b. School-related off-campus activities when the School principal requests SRO participation and such participation is approved by the County.
 - c. Response to off-campus, School-related criminal activity.
 - d. Response to emergency law enforcement activities or court appearances.
- B. Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to their being required and should be to cover scheduled School-related activity requiring the presence of a law enforcement officer.

8. SCHOOL DISTRICT RESPONSIBILITIES. The School District will provide the SRO with access to a secure office and such equipment as is necessary at the School. This equipment shall include, but not limited to, a telephone, fax, computer printer, copier, filing space capable of being secured, and computer and secretarial assistance.

9. COUNTY AND SRO RESPONSIBILITIES. The County and the SRO agree to comply with all laws, rules, regulations, ordinances, codes, guidelines, and directives which set forth standards and procedures to be followed by the County and the SRO in discharging its obligations under Agreement.

10. RECORDS. The County will perform an annual employee performance evaluation on the SRO. The SRO's supervisor will accept input from a designee of the School District prior to completing the evaluation. All records, including performance evaluations, daily activity reports and any statistical reports generated will be stored in a manner consistent with the policies of the County.

11. LEGAL CONTINGENCIES.

- A. **Nondiscrimination.** Both parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, they will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin or similarly protected statuses of the employee or applicant. Neither of the parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
- B. **Captions.** Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- C. **Applicable Law and Venue.** The parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Washington County, and for any federal legal proceedings in the United States District Court for the State of Nebraska located in Arlington, Nebraska.

- D. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof except as provided herein.
- E. **Amendment.** This Agreement may be modified only by written amendment duly executed by authorized officials of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- F. **Assignment.** Neither of the parties may assign its rights under this Agreement without the express prior written consent of the other party.
- G. **Successors and Permitted Assigns Bound by Covenants.** All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors, and permitted assigns of the respective parties hereto.
- H. **Waiver.** Failure or delay by any party to exercise any right of power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either party which such party is not obligated to do hereunder shall not be deemed to impose any obligation upon that party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
- I. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed, and the remainder of this Agreement will remain in full force and effect.
- J. **Dispute Resolution.** Any dispute which, in the judgment of any party to this Agreement, may affect the performance of such party shall be reduced to writing and delivered to the other party. As soon as possible thereafter, the parties' authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the parties must meet in this manner to attempt to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the parties shall act in good faith to perform their respective duties described herein.
- K. **Indemnification.** Each party will indemnify, defend and hold harmless the other party from any and all liability, expense, cost, attorney fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement or demand for personal injury, death or damage to tangible property which may accrue against the other party to the extent it is caused by the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, agents or subcontractors while performing its duties under this Agreement, provided that the other party gives the indemnifying party prompt, written notice of any such claim, suit, demand or cause of action. The other party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement.

These Indemnification provisions are not intended to waive a Party's sovereign immunity. Each Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims of Nebraska law. The provisions of this section shall survive expiration or termination of this Agreement.

- L. **No Third-Party Rights.** This Agreement is not intended to, nor shall it, provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege, except that this Agreement's indemnification provision shall also inure to the benefit of a party's employees, officers, agents and servants.

- M. New Employee Work Eligibility Status.** Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- N. Authorized Representatives and Notice.** Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case signed receipt shall be obtained; by United States mail, registered or certified, return receipt requested; or by facsimile with a signed return facsimile acknowledging receipt.
- O. Confidential Information and FERPA.** Student "educational records" maintained by the School District are confidential information, governed and protected by the federal law known as the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g), as amended, and its related regulations promulgated by the Department of Education, found at 34 CFR Part 99. This Agreement shall refer to the Act and the regulations collectively as "FERPA." The County and the SRO agree to in all respects comply with all applicable provisions of FERPA. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not permitted by FERPA. The parties further acknowledge that the School District has implemented policies and guidelines which describe when and how protected student information may be obtained, shared, or otherwise disseminated and that the County and its agents are subject to such policies and guidelines and will comply with same. The School District shall provide a copy of these policies and guidelines to the SRO and the Washington County Sheriff's Office.
- P. Drug Free Policy.** Both Parties maintain that each has established and maintains a drug free workplace policy.
- Q. Insurance.** Both Parties agree to maintain during the term of this Agreement, each at its own expense, comprehensive insurance in the minimum amount of \$1,000,000 per occurrence and \$5,000,000 in the aggregate protecting them, against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage, which may arise from acts under this Agreement. Copies of the certificate of insurance shall be provided to the other Party upon request.

Each Party shall maintain during the life of this Agreement the applicable Nebraska statutory Workers' Compensation coverage for each Party's employees.

Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit a Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.

- R. Joint Work Product.** This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

IN WITNESS THEREOF, the parties have executed this Agreement on the date evidenced below.

Steve Detleff, Chairperson Board of Supervisors (date)

Michael Robinson, Sheriff (date)

Dawn Lewis, Superintendent (date)

EXECUTED this _____ day of _____ 2018.

ATTEST:
