

## Contractual Agreement - School Resource Officer

This Agreement is made this 3RD day of JANUARY, 2002<sup>3</sup>, by and between the Mason City School Board (hereinafter "BOARD") and the City of Mason (hereinafter "CITY"). The purpose of this Agreement is to establish and maintain a School Resource Officer Program within the Mason City School District.

A. Services Provided: In each school where the BOARD desires to provide a School Resource Officer, the CITY, provided police personnel levels are adequate, shall provide a police officer on a fulltime basis during the school year. Typically, this will be from late August through early June. While assigned to the school, the officer shall provide normal police services as well as additional duties as designated by the Chief of Police.

B. Financial Agreement: The BOARD shall annually pay an amount equal to ten (10) months of the officer's annual salary and benefits for the period the officer is assigned to the school. The CITY shall pay the remaining two (2) months of the officer's salary and benefits. Any overtime costs shall be paid by the city. Costs for services will be billed to the BOARD and paid on an annual basis.

C. Records Maintained: The CITY police department shall maintain all records concerning the performance of law enforcement duties.

D. Duration, Modification, and Termination: This Agreement is for the 2002 - 2003 school year and shall automatically renew for each school year thereafter unless terminated as provided herein. Modification to this Agreement may only be accomplished by formal amendment in writing approved by the BOARD and the CITY. Either party upon giving thirty (30) days written notice may terminate this Agreement without cause. In the event this

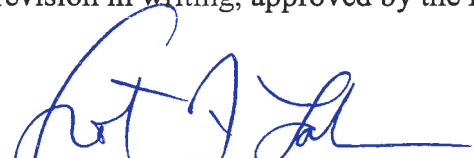
Agreement is terminated, compensation will be made to the CITY for all services performed to the date of termination.

E. Legal Contingencies: The City shall defend any lawsuit taken against the CITY or the School Resource Officer that arises out of services performed under this Agreement. CITY procedures shall be followed in handling such suits. The CITY shall pay any judgment rendered against it according to law.

F. Control of Personnel: The School Resource Officer is primarily a law enforcement officer and derives his/her authority from the City of Mason and the State of Ohio. The authority granted by the City of Mason places the School Resource Officer under the control of the City of Mason Police Department and its chain of command.

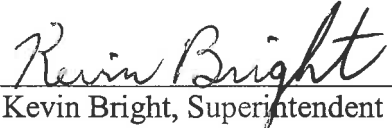
G. Equipment and Facilities: The CITY shall be responsible for providing and maintaining all uniforms and equipment necessary for the School Resource Officer to perform his/her duties as a police officer. The BOARD shall provide the School Resource Officer with sufficient space to prepare reports, meet with students, staff, etc. The BOARD shall also provide a school radio and/or cellular phone to the School Resource Officer while he/she is on duty on school grounds.

H. Review and Revision: Either party at the end of the school year may review this Agreement. Revisions to the Agreement, if needed, may only be accomplished by formal revision in writing, approved by the BOARD and the CITY.

  
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Scot Lahrmer, City Manager  
City of Mason

12/30/02  
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Date

Ordinance 2002-158  
12/9/02

  
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Dr. Kevin Bright, Superintendent  
Mason City Schools

1-3-03  
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Date