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RESOLUTION NO.: R-2012-075

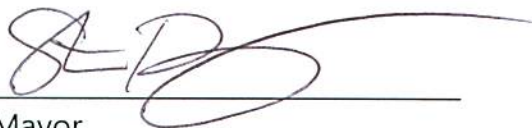
*Authorizing the City Manager to execute an Agreement
with Richland County School District One to provide School Resource Officers
from the Columbia Police Department to various schools*

BE IT RESOLVED that the City Manager is authorized to execute the attached Agreement with Richland County School District One for School Resource Officers from the Columbia Police Department to various schools within Richland County School District One for school year 2012-2013.

Approved this 21st day of August, 2012.

Requested by:

Randy Scott, Chief of Police



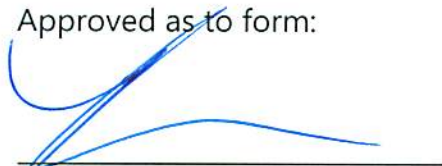
Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 8/21/2012
Final Reading: 8/21/2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AGREEMENT

This agreement is made this ___ day of _____, 2012 between Richland County School District One (hereinafter referred to as the District) and the City of Columbia (hereinafter referred to as the City). The District and the City agree that the effective date of this agreement shall be the first day of the 2012-2013 school year.

Upon request of the District, the City has designated certain police officers to be assigned to the duty of a school resource officer to work within certain schools of the District upon the terms set out below. The definition of a school resource officer, which appears in Section 5-7-12 of the S.C. Code of Laws, is incorporated herein by reference.

Each City of Columbia School Resource Officer (SRO) is a sworn law enforcement officer who has completed a basic course of instruction for school resource officers as provided or recognized by the National Association of School Resource Officers or the State of South Carolina Criminal Justice Academy, and who is assigned to one or more school districts within this State to have as a primary duty the responsibility to act as a law enforcement officer, advisor and teacher for that district.

I. Rights and Duties of the City of Columbia

- A. The City shall assign a specifically selected and trained police officer to the following schools. The District will reimburse the City Two Hundred and Three Thousand Five Hundred and Sixteen and 16/100 (\$203,516.16) Dollars upon receipt of quarterly invoice(s). The calendar year will be from August 1, 2012 through July 31, 2013.

Dreher High School
Eau Claire High School
CA Johnson High School
WA Perry Middle School
Logan Elementary

Alcorn Middle School
Gibbes Middle School
Hand Middle School
H.B. Rhame Elementary

The City will provide services to other District schools based on mutual agreement between the parties and if SRO officers are available.

- B. The School Resource Officer (hereinafter referred to as SRO) will be hired and supervised by the City during the school year. The SRO supervisors will make periodic announced and unannounced visits to each school.
- C. The City will maintain statistical data on the assigned schools and a report will be available to the District Superintendent or his Designee upon request.
- D. Copies of school Incident Reports will be provided to the Director of Security and Emergency Services in a timely manner.
- E. The City will evaluate the school assignment to determine the effectiveness of the officer(s) assigned as well as the effectiveness of the SRO program.

II. Regular Duty Hours of SROs.

Each SRO shall be assigned to a school during the regular school year for eight and one-half (8.5) hours per day. When the SRO is responsible for more than one school, the SRO will divide his/her time equitably between each of the assigned schools. The City may temporarily reassign any SRO during school holidays and vacations, or in the event of a law enforcement emergency.

III. Absences of SROs

In the event that an SRO is absent from their assigned facility, under the direction of the SRO leadership, substitute coverage will be provided by another SRO for the duration of the absence, if another SRO is available. The principal will be notified of the absence as soon as possible and the District designee will be notified if the absence is expected to be long term.

IV. Duties of the School Resource Officer

A. Duties of the school Resource Officer

1. **Law Enforcement Officer.** First and foremost the SROs will perform law enforcement duties in the school such as handling assaults, theft, burglary, bomb threats, weapons, and drug incidents. When requested and available, officers will be present for school activities (i.e., school clubs, parent –teacher organizations, field trips, and community outreach programs) and provide a visible and positive image. They will work to protect the school environment and maintain an atmosphere where teachers feel safe to teach and students feel safe to learn.
2. **Law Related Advisor.** The SROs may serve as a resource for students on law related subjects. Maintaining an open-door policy with the students enables them to interact freely with the SRO. The SROs will bring an expertise into the schools that will help students make more positive choices in their lives. A SRO will not actively participate in student counseling as a guidance counselor, and will not give legal advice, but will be available to advise students on procedural issues (i.e.: court, traffic citations, arrest warrants, etc.) within the scope of the officer's responsibility.
3. **Law Related Education Teacher.** The SROs will teach law related topics to students and will be able to give a unique perspective based on the officer's training and experience. There are a variety of topics that the SRO can choose to teach depending on the grade level of the student. The goal of law related education is to teach students to be successful citizens. The SRO will explain the role of law enforcement in society.

B. Additional Duties of School Resource Officers

1. To remain on school grounds of those assigned schools from opening to closing times. (Exceptions: during the time the SRO needs to perform departmental administrative functions, i.e., training, court, etc.)

2. To help prevent juvenile delinquency through close contact with students, school personnel, and parents.
3. To establish liaison with the school principal, faculty, students and parents.
4. To establish and maintain liaison with school/District security and emergency staff.
5. To inform the students of their rights and responsibilities as lawful citizens.
6. To assist school officials (i.e., principal and district security and emergency staff) by initiating an investigation of violations of criminal laws occurring in the school or on school property. SROs will investigate reported crimes and complete the appropriate documentation, which will include the school incident report that will be forwarded to the S.C. State Attorney General's office. SROs may arrest, detain and transport a person when authorized by state and federal law and / or department policy. However, SROs can only participate or be present during searches initiated by school personnel which are deemed to be of criminal nature and lawful under the search and seizure guidelines set forth by applicable court rulings and statutory and constitutional provisions.
7. To assist the administration and faculty in formulating criminal justice programs.
8. To formulate crime prevention programs to educate and reduce the opportunity for the commission of crimes against persons and property in the school.
9. To be available for the parent-teacher organization meetings and to assist with PTO problems.
10. To notify the principal or principal's designee, as soon as possible and practicable, of any police action that occurs on the school campus.
11. To assist other law enforcement agencies as well as District Security and Emergency Services staff regarding law enforcement matters.
12. The SRO shall maintain detailed and accurate records of the SRO program and shall forward them to his/her supervisor.
13. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the incident is a violation of the law, the principal shall contact the SRO or his/her supervisor in a timely manner and the SRO shall then determine whether law enforcement action is appropriate. If there is a problem, the SRO shall assist the school until the problem is solved.

14. To be visible and present during the arrival and dismissal of students.
15. To provide assistance in directing traffic during drop-off and pick-up when necessary.
16. To conduct a daily drive/walk around the perimeter of school and inspect/check parking lots.
17. To be present when possible at lunchtime with students. School Resource Officers will not leave the campus for lunch during student lunch periods.
18. To make an effort to be visible during recess and class changes.
19. Teach safety, drug awareness, gang awareness and law-related education classes. Principal or designee to assist in obtaining classroom time for these classes.
20. Officers are encouraged to be present as available, to assist with Breakfast Buddy, student mentor and/or programs applicable at his/her school.
21. When requested and available, officers will participate in PTO and SIC presentations/meetings.
22. When requested by Principal or designee, officers will participate in school administrative team meetings.
23. Officers will assist school safety/emergency committees and submit professional concerns and recommendations in writing to the principal.
24. SRO will take holidays corresponding to school holidays.
25. SRO will not leave school campus without prior approval of SRO Sergeant or Captain of Region. After approval, the Principal or designee will be advised of the estimated time of absence and return. SRO will attempt to minimize scheduled court appearances, training, administrative duty or any activity that will take the SRO from the campus during school hours. SRO will make all efforts to be on campus when school is in session.
26. A weekly crime incident summary will be submitted to the principal or designee.
27. Following the established chain of command, any issues, problems, complaints, etc., for the SRO will be directed to the Chief, Major or Captain identified to the District as responsible for oversight of the SRO program.

28. Any reported crime (i.e., Larceny, Assault, Disturbing School, etc.) or knowledge of suspected crime is to be reported to the School Resource Officer immediately.
29. The SRO will determine if criminal charges will be made on all crimes. The SRO will consult with his/her supervisors and/or the Solicitor's Office if necessary.
30. The SRO will immediately notify the principal or designee, if the principal is not available, of an arrest.
31. The principal, SRO and SRO supervisor will meet at the beginning of the school year to discuss the responsibilities and procedures of the SRO and District employees.
32. The SRO will perform school safety assessment audits (format to be approved by the Columbia Police Department and the District) and submit report to principal and Director of Security and Emergency Services every ninety (90) days (November 1, February 1 and May 1)

C. The duties set out in this section are contractual between the parties and do not create rights in favor of any person not a party to the agreement.

D. In the event that either party breaches this agreement, the sole remedy available to the other party is to terminate this agreement.

V. School Functions and Extracurricular Activities

A. Upon the request of the principal, or his/her designee, a SRO may accompany his/her school to events outside of the City of Columbia for the purpose of security. The payment for the SRO will be based on an hourly rate determined by City policy, and in effect upon execution of this agreement, and the payment will be provided by the school requesting the SRO's services. In the event that the SRO does accompany his/her school to an event outside of the corporate city limits of Columbia, South Carolina, the SRO will have jurisdiction to arrest persons committing crimes in connection with a school activity or a school-sponsored event, pursuant to Section 5-7-12 of the South Carolina Code of Laws.

All payments for SROs will be paid through the City.

B. Any events that are of a school related nature (including but not limited to carnivals, proms, overnight trips, dances, drama, sporting events, etc.), where an SRO is requested for the purpose of security, the SRO shall be paid on an hourly rate, by the school or the sponsoring group, based on current City guidelines.

All payments for SROs will be paid through the City.

VI. Program Goals and Evaluation

The City in conjunction with the District will develop program goals and objectives for the SRO programs. These programs and goals shall be in line with the District's plan for a safe school climate. This means that the SRO will be an active law enforcement official on campus, a classroom instructor, and a resource for teachers, students and parents. The

SRO will also be active in conferences and faculty meetings. Indicators of success will be developed independently and objectively to measure how well goals were obtained.

The City shall evaluate the effectiveness of the SRO program and report to the District no later than July 30th.

VII. Rights and Duties of the District

The District will provide to the full time SRO of each designated high school, middle and elementary school the following materials and facilities which are deemed necessary to the performance of the SROs duties:

- A Access to a private office. This office will contain a telephone, which may be used for general business functions.
- B A location for files and records which can be properly locked and secured within the office.
- C A desk with drawers, an office chair, work table, filing cabinet, office supplies, and a computer.

The Director of Security and Emergency Services will be assigned as the Superintendent's designee/liaison administrator under this Agreement.

VIII. Employment Status of the School Resource Officers

SROs will remain employees of the City and shall not be employees of the District. The District and the City acknowledge that the SROs are the City's officers who shall uphold the law under the direct supervision and control of the City. SROs shall remain responsible to the chain of command of the City.

IX. Appointment of School Resource Officers

The City shall be responsible for recruiting, interviewing, and evaluating SROs. The City will assign selected and trained police officers from within the police department to work as SROs.

X. Reassignment/Resignation/Dismissal of School Resource Officers

In the event the principal or his/her designee deems that the particular SRO is ineffective in performing his/her duties, the principal will state the reasons to the superintendent or the superintendent's designee who will notify the police chief or his/her designee. The District and the City may meet to mediate or resolve any problems. If the problems cannot be resolved, the SRO shall be reassigned and a replacement SRO named, if one is available.

XI. Good Faith

The District, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Negotiations between the district superintendent or his/her designee and the police chief or his/her designee will resolve unforeseen difficulties or questions and the resolutions will be reduced to writing and acknowledged by both parties.

XII. Mutual Agreements

This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by all parties involved.

Services will commence on the first day of teacher in-service of the new school year and will continue through the last day of school. This agreement shall start during the 2012-2013 school year and continue through the end of that year.

To the extent permitted by law, the City agrees that it will indemnify and hold harmless the District, its servants, agents and employees, from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person(s) or personal property or otherwise which arise out of the act, failure to act, or negligence of the City, its agents and employees, in connection with or arising out of the activity of its employees which is the subject of this Agreement.

To the extent permitted by law, the District agrees that it will indemnify and hold harmless the City, its servants, agents and employees, from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person(s) or personal property or otherwise which arise out of the act, failure to act, or negligence of the District, its agents and employees, in connection with or arising out of the activity of its employees which is the subject of this Agreement.

XIII. Merger


This agreement constitutes the final written expression of all the terms of this agreement to be signed by their duly authorized officers.

Richland County School District One

By: _____
Dr. Percy A. Mack, Superintendent

Date: _____

City of Columbia

By:  _____
Steven A. Gantt, City Manager

Date: 8/27/12