

**DIRECTIVE 3.1
CONTRACTUAL AGREEMENTS**

Issue Date: 04/23/2020	By Order of Chief of Police
Rescinds: (Issue 09/23/2015)	CALEA Standards Referenced: 3.1.1 & 3.1.2
Pages: 2	

This directive consists of the following sections:

3.1.1. Written Agreement For Services Provided

3.1.2 Employee Rights

POLICY & PROCEDURE

3.1.1 Written Agreement For Services Provided

A written agreement exists between Miami Township Police and the Milford Exempted School District and Live Oaks Career Development Center governing School Resource Officers. Although needs and concerns are addressed daily through amicable working relationships, a Memorandum of Understanding between Miami Township and the schools specifies services provided by the agency and includes:

Statement of the Specific Services to be Provided

The Miami Township School Resource Officers (SRO) will perform his/her regular police patrol duties in addition to those duties listed in the School Resource Officer job description. The assigned officer's area of concern will be at an assigned school within the boundaries of Miami Township.

Financial Arrangements Between the Parties

Miami Township will pay fifty (50%) of the School Resource Officer's salary to include yearly raises set forth by the department's Collective Bargaining Agreement and benefits. Miami Township will provide a marked police vehicle at no extra cost.

In return, the school district acquiring the SRO will pay fifty (50%) of the SRO's salary to include yearly raises set forth by the Miami Township Police Officer's Collective Bargaining Agreement. At the end of a school year, an invoice will be sent to the school district for the agreed payment.

Records to be Maintained Concerning Performance of Services

Miami Township will maintain all payroll records related to the SRO, making them available to the school district for viewing. The SRO will submit a monthly activity report to his/her immediate supervisor.

Duration, Modification and Termination of the Memorandum of Understanding

The agreement may be terminated when either party feels the program has lost its effectiveness or is not in its best interest.

Legal Contingencies

The Department reserves the right to assign another officer to perform SRO duties on the Campus. The Department agrees to notify and consult with Campus Administrators and the School regarding any such change. The Department also reserves the right to assign the Officer acting as SRO to other duties on days the School does not need SRO services.

The School also acknowledges and agrees that the Department may temporarily deploy the Officer serving as the SRO without prior notice in case of an emergency. In such event, the Department will return or temporarily replace the SRO as soon as practicable under the circumstances.

Stipulation that Provider Agency Maintains Control Over Personnel

Miami Township will hire, train, equip, supervise, manage and evaluate personnel selected for the SRO program. The evaluation process will include input from school administrators. The SRO will participate in annual retraining during the summer months and during the school year only when needed special training opportunities arise.

Use of Equipment & Facilities

The school district will provide adequate office space to conduct interview and other business related to the SRO's duties.

Process for Review and Revision, if Needed of the Agreement

The Memorandum of Understanding shall be signed and dated by a designated Miami Township employee and the school district representative. Should review or revision of the Memorandum of Understanding be needed, Miami Township shall draft a new Memorandum that will be signed by both parties.

3.1.2 Employee Rights

Miami Township School Officers are afforded the same rights of employment as all other officers under the Collective Bargaining agreement and Miami Township Policy and Procedures. Participation in the SRO program shall not infringe on any employment right, promotional opportunity, training opportunity or fringe benefits.