

RESOLUTION *2-2007*
OF THE BOARD OF SCHOOL TRUSTEES
FOR THE
GREATER CLARK COUNTY SCHOOL CORPORATION
APPROVING AN INTER-LOCAL AGREEMENT FOR
CLARK COUNTY SHERIFF'S SERVICES
AT
CHARLESTOWN HIGH SCHOOL
CHARLESTOWN MIDDLE SCHOOL
JONATHAN JENNINGS ELEMENTARY SCHOOL
PLEASANT RIDGE ELEMENTARY SCHOOL

WHEREAS, IC 36-1-7 *et al* allows political subdivisions in the state of Indiana to enter into Inter-Local Agreements; and

WHEREAS, the School Corporation desires to have a uniformed Clark County Sheriff's Deputy in and on the grounds of Charlestown High School, Charlestown Middle School, Jonathan Jennings Elementary School and Pleasant Ridge Elementary School to serve as a school resource officer and to provide additional security for the students, employees, faculty, and administrators along with the general public and citizens of Charlestown and surrounding communities; and

WHEREAS, the County believes the use of police officer services by the Sheriff's Department at Charlestown High, Charlestown Middle, Jonathan Jennings and Pleasant Ridge Elementary Schools as additional security and for traffic control would be beneficial to the citizens of Clark County and surrounding communities; and

WHEREAS, the County has advised the School Corporation that there is not sufficient budgetary funding to fully fund the costs to place a police officer at the named locations at the County's expense; and

WHEREAS, the School Corporation is willing to provide a portion of the financial assistance needed by the County to have a police officer available at the named locations and for traffic control; and

WHEREAS, the parties have expressed a desire to combine their resources to see that a Sheriff's Deputy is employed by the County to serve as a school resource officer and patrol the building and grounds of the Charlestown area schools named herein to improve security at said facilities and to assist with traffic control, as needed, at these schools or other school locations in Clark County; and

WHEREAS, that said action would be done for the benefit of the school children, employees, faculty, and administrators of the School Corporation along with the general public and citizens of Clark County and surrounding communities.

ATTACHMENT A

**INTER-LOCAL AGREEMENT
BETWEEN
CLARK COUNTY, INDIANA
AND
THE GREATER CLARK COUNTY SCHOOL CORPORATION**

THIS AGREEMENT is entered into by and between Clark County, Indiana, (hereinafter referred to as "the County"), through the County Commissioners in conjunction with the Clark County Sheriff's Department and the Greater Clark County School Corporation (hereinafter referred to as "the School Corporation"), through its Board of School Trustees.

1. **DURATION:** This Inter-Local Agreement shall remain in full force and effect with a retroactive starting date of February 20, 2007 until either party gives sixty (60) days advance written notice to the other party of the intent to terminate said Agreement.

2. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to assign a Clark County Sheriff's Deputy on a split-assignment to all Charlestown area schools to serve as a school resource officer to provide security and for assistance with traffic control for Charlestown High, Charlestown Middle, Jonathan Jennings Elementary and Pleasant Ridge Elementary Schools during a 58-day period for the 2006-2007 school year and for the 180 days thereafter identified annually as student days. This purpose has been established for the benefit of the School Corporation's students, employees, faculty, administrators, general public and citizens of the City and surrounding communities.

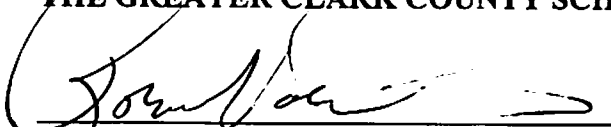
3. **MANNER OF FINANCING, STAFFING AND SUPPLYING THE JOINT UNDERTAKING AND OF ESTABLISHING AND MAINTAINING A BUDGET THEREFORE.**
 - a. **Manner of Financing.** For the 2006-2007 school year, the School Corporation shall pay to Clark County a daily rate of \$183.11 for 58 days for a total one time payment of \$10,620.38. For the 2007-2008 school year and thereafter, the School Corporation shall pay to the Clark County Sheriff's Department a daily rate of \$183.11 for the 180 identified student days per school year with an amount not to exceed \$32,960.00.
 - b. **Staffing.** The Clark County Sheriff's Department upon approval by the Clark County Commissioners will supply one Sheriff's Deputy to work a split-work assignment at all Charlestown area schools for a maximum of 180 student days each calendar year with the days established by Greater Clark's school calendar.

- i. The police officer shall not be an employee of the School Corporation or be entitled to any School Corporation benefits; but will remain an employee of the Clark County Sheriff's Office.
 - ii. The School Corporation shall reserve the right to participate and approve the selection of the police officer that will serve in this position and shall develop the job description/areas of responsibility for this position.
 - iii. If the School Corporation determines that the services of the police officer selected are no longer acceptable, the School Corporation shall give notice to the County and a new officer shall be selected.
 - iv. The officer selected for this position will remain in the position during the term of the agreement. In the event that the officer is sick, on vacation, or unavailable to work during the designated time period, an alternate officer will serve in the officer's absence.
 - v. While on duty at Greater Clark, the officer's supervisor for performance of the job description or areas of responsibility will be the schools' principals, or approved designees.
 - vi. Time records for the hours worked will be maintained by the County and the School Corporation to avoid reporting errors.
 - c. **Maintenance of Budget.** The School Corporation shall maintain records of the budgeted funds for this undertaking.
 - d. **Supplying the Joint Undertaking.** By the County providing a police/school resource officer to assist with security and traffic control and the School Corporation providing funding assistance in the manner set out above, the joint undertaking will be accomplished.
4. **METHODS THAT MAY BE EMPLOYED IN ACCOMPLISHING THE PARTIAL OR COMPLETE TERMINATION OF THIS AGREEMENT.** This Agreement may be terminated at any time by either party upon sixty (60) days advance written notice by either party unless the termination is for cause, which shall cause the Agreement to immediately terminate.
5. **ADMINISTRATION.** This Agreement shall be administered jointly by the Clark County Sheriff and the School Corporation's Superintendent of Schools, or his designee. These individuals shall be authorized to perform all duties and carry out all functions as are necessary to effectuate the purpose of this Agreement.
6. **ACQUIRING, HOLDING AND DISPOSING OF PROPERTY.** This Agreement does not involve the acquiring, holding or disposing of property.
7. **PAYMENT SCHEDULE.** Payments as outlined in item 3.a. above shall be made on a one time basis for the remainder of the 2006-2007 school year upon approval of this Agreement. Thereafter, payments shall be made on a quarterly basis.


8. **APPROVALS.** This Agreement is being approved by Resolution of the Board of School Trustees for the School Corporation at a public meeting of the Board of School Trustees on the 8th day of May 2007, and is scheduled to be approved by the County Commissioners on the ____ day of _____ 2007.
9. **FILING.** The parties agree that upon approval by the County Commissioners and the Clark County Sheriff's Department, the County will record the Inter-Local Agreement with the County Recorder at the County's expense and will provide a recorded copy of the Agreement to the School Corporation. Within sixty (60) days of the date the Agreement takes effect, both parties shall file a recorded copy with the state board of accounts for audit purposes pursuant to IC 36-1-7-6.

IN WITNESS WHEREOF the parties have affixed their signatures hereto on the dates shown above in Paragraph 8 indicating their respective approvals of this Inter-Local Agreement in order to provide a school resource officer to assist with security for the Charlestown area schools facilities and for traffic control as needed for the benefit of the School Corporation's students, employees, faculty, and administrators along with the general public and citizens of Clark County and surrounding communities.

**BOARD OF SCHOOL TRUSTEES FOR
THE GREATER CLARK COUNTY SCHOOL CORPORATION**



Robbie Valentine, President



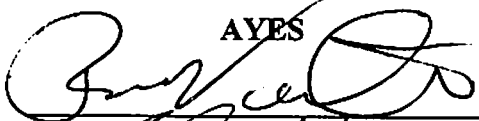

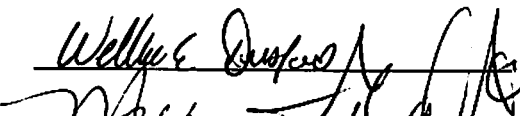
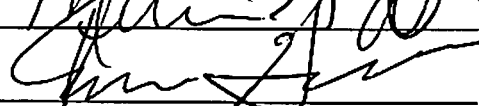
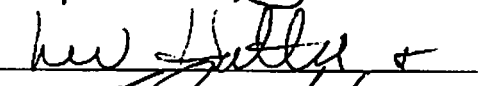


Bill Densford, Secretary

IT IS, THEREFORE, RESOLVED that the Inter-Local Agreement that is attached to and made a part of this Resolution as if set out herein in full

(H.I. – Attachment A)

is approved in accordance with its terms and conditions subject to approval by the appropriate County officials.

SO RESOLVED AND DULY ADOPTED this 8th day of May 2007, by the following vote of the members of said Board of School Trustees.

AYES	NAYES
	_____
	_____
	_____
	_____
	_____
	_____
	_____


CLARK COUNTY BOARD OF COMMISSIONERS


M. Edward Meyer, Presiding Officer

Attest:


Barbara Haas

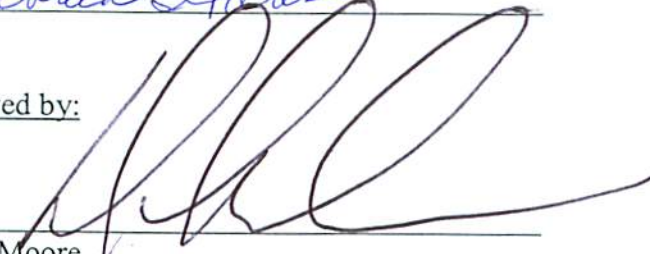
THE CLARK COUNTY SHERIFF'S DEPARTMENT


Daniel Rodden, Sheriff

Attest:


Barbara Haas

Reviewed by:


Daniel Moore
Attorney for County Commissioners