## **ADDENDUM**

## AGREEMENT BETWEEN THE ASHTABULA COUNTY SHERIFF'S OFFICE AND THE BUCKEYE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION FOR THE SCHOOL RESOURCE OFFICER PROGRAM

**WHEREAS**, this Addendum to the Agreement between the Ashtabula County Sheriff's Office and the Buckeye Local School District Board of Education ("Addendum") is being executed on the \_\_\_\_\_ of August, 2021 by the below listed entities:

## Buckeye Local School District Board of Education and the Ashtabula County Sheriff's Office

WHEREAS, this Addendum is fully incorporated into and will serve as part of the written agreement between the Buckeye Local School District Board of Education ("District" or "Board") and the Ashtabula County Sheriff's Office ("Sheriff's Office") approved by the Board of Education on August \_\_\_\_, 2021; Resolution #\_\_\_\_ ("Agreement"). This Addendum is entered into to clarify the terms of the Agreement, as well as the expectations between the participating entities and the School Resource Officer, Mr. Michael W. Rose III ("SRO" or "Mr. Rose").

**NOW, THEREFORE,** for the consideration herein specified, the Sheriff's Office, the Board and Mr. Rose agree to the following Addendum to Agreement:

- 1. Mr. Rose shall be employed by the Board of Education as the School Resource Officer pursuant to the above-referenced Agreement between the District and the Sheriff's Office.
- 2. Mr. Rose shall be compensated directly by the District in the amount of forty-five thousand dollars (\$45,000.00) for the 2021-2022 school year, and shall be entitled to the fringe benefits afforded to other non-teaching employees of the District pursuant to the UAW negotiated agreement effective July 1, 2020 through June 30, 2024, and as may be amended through a successor agreement and/or subsequent MOU(s).
- 3. The SRO shall work one hundred ninety-five days per school year (August 1 through July 31).
- 4. The work schedule of the SRO shall be determined by the Superintendent and based on the needs of the District.
- 5. The SRO's daily schedule shall be determined by the District, who will make reasonable efforts to accommodate the needs of the Sheriff's Office, who will make reasonable efforts to accommodate the needs of the District when determining the SRO's schedule with consideration of the District's needs taking priority.
- 6. Any duties assigned to the SRO by the Sheriff's Office shall be done in consultation with the Superintendent as it pertains to his work schedule, and no such assignments performed by the

SRO on behalf of the Sheriff's Office shall be made or performed during the SRO's regularly scheduled work hours at the District.

- 7. The involved entities and assigned parties shall review the SRO Program, Agreement and this Addendum annually and make adjustments as needed. Any revisions will be reflected in an updated Addendum.
- 8. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the District and the Sheriff's Office and/or their designees.
- 9. The terms of the Agreement and this Addendum shall serve as the terms and conditions of Mr. Rose's employment with the Board of Education.
- 10. Should Mr. Rose separate from the employment of the Sheriff's Office at any time during the term of the Agreement, the Agreement, inclusive of this Addendum, shall become null and void and Mr. Rose's employment with the Board of Education shall be immediately terminated, and Mr. Rose hereby acknowledges immediate termination and separation of employment with the Board and knowingly and voluntarily waives any rights afforded to him pursuant to Revised Code section 3319.081 and the UAW negotiated agreement and any other rights or privileged pursuant to state law.
- 11. The Sheriff's Office shall maintain public liability insurance which shall cover the duties performed by the school resource officer and which shall name the Board as an additional insured. The Board will also maintain public liability insurance which will cover the school resource officer's duties and responsibilities and will also name the Sheriff's Office as an additional insured on said policy.
- 12. If any term or provision of the Agreement and/or this Addendum is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of the Agreement and this Addendum shall remain in effect as if the illegal, unenforceable or invalid term had never been contained therein.

## SIGNATURE OF PARTIES & SIGNATURE DATE

Sheriff's Office	Date
Superintendent, Buckeye Local School District	- Date
Michael W. Rose III	 Date