

**TOWN OF OCEAN VIEW**  
**DELAWARE**

September 6, 2022

TO: Mayor and Council

FROM: Carol S. Houck, Town Manager  
Kenneth McLaughlin, Chief of Police

SUBJECT: Recommendation to Enter an Agreement with the Indian River School District (IRSD) to Institute a Full-Time School Resource Officer (SRO) Position at Lord Baltimore Elementary School including the Authorization of the Addition of One Sworn Police Officer Position to the Ocean View Police Department

**BACKGROUND**

Attached you will find a sample agreement between the IRSD and the Town regarding the implementation of an SRO program at Lord Baltimore Elementary School. In addition, we have been informed that the IRSD supports funding the program at \$40,000 for the 2022/2023 school year, to be renewed annually.

In addition, and as previously communicated, the implementation of the full time SRO program at Lord Baltimore will necessitate one existing officer to be the primary program leader. Chief McLaughlin has selected Sergeant Bradshaw to fulfill this role for the coming school year. Therefore, it is necessary to back-fill our operational officer levels through the addition of one officer. As a result of the Council's support for the SRO program Chief McLaughlin has acted proactively with recruitment and a Conditional Offer has been made. The starting salary for the new recruit has been set at \$57,000 plus the cost of benefits. If the candidate moves successfully through the vetting process, he will enter the Police Academy in October 2022. Please find a full financial impact overview attached.

**FUNDING**

Funds from the IRSD totaling \$40,000 will be used to support the addition of one Police Officer to the OVPD effective October 2022. This will result in an authorized strength of 14 sworn officers.

**RECOMMENDATION**

It is therefore recommended that the Mayor and Council authorize the Town Manager to enter into an agreement like the attached DRAFT pending final vote of the IRSD Board for the implementation of an SRO program at Lord Baltimore Elementary School and,

It is also recommended that Mayor and Council authorize the addition of one sworn Police Officer to the Ocean View Police Department, bringing the total uniformed officer count to 14.

**Agreement between Indian River School District and the Town of \_\_\_\_\_**

The Indian River School District and the Town of \_\_\_\_\_, \_\_\_\_\_ Police Department wish to enter into a collaborative agreement for establishing a School Resource Officer (SRO) program commencing on September 1, 2022 and ending August 31, 2023.

The Town of \_\_\_\_\_ agrees to provide a trained, experienced Police Officer who shall act as the SRO and who shall be assigned to the Indian River School District at the \_\_\_\_\_ Elementary School, and the \_\_\_\_\_ Middle School locations. The duties of the SRO will be to focus on proactive, prevention programs, which will be conducted on a regular basis at the aforementioned schools in accordance with the schedule in effect for the schools. Both parties acknowledge and agree that the schedule in effect for the schools is subject to change from time to time in response to the coronavirus public health emergency and that the SRO's schedule may change as a result. The SRO will assist with prevention services and programs, as reasonably requested by the Indian River School District. It is further expressly understood and agreed by the parties hereto that regular police duties will periodically require the SRO to be away from the schools. These absences may be assignment functions, such as agency in-service training, or unpredictable events, such as assignments to light duty status or leave due to disability. If the period of absence is prolonged, the \_\_\_\_\_ Police Department will continue to provide SRO services through a substitute SRO or other Police Officers. These temporary arrangements will immediately be tenanted upon the regular, assigned SRO's return to full duty status.

The Town of \_\_\_\_\_, \_\_\_\_\_ Police Department and the assigned SRO, substitute SRO or other Police Officer providing SRO services pursuant to this agreement (collectively the "Assigned Officer" in this paragraph) shall have the status of an independent contractor for purposes of this agreement. The Assigned Officer shall at all times be considered an employee of the Town of \_\_\_\_\_, selected by and under the command and supervision of the \_\_\_\_\_ Police Department. The Assigned Officer shall at all times be subject to current procedures and policies in effect for the Town of \_\_\_\_\_ and \_\_\_\_\_ Police Department.

The Indian River School District agrees to contribute \$\_\_\_\_\_ for the SRO services provided pursuant to this agreement, which shall be payable to the Town of \_\_\_\_\_ in one lump sum upon execution of this agreement. It is mutually agreed that all other training, employment-related and personnel costs required to support this SRO program will be provided by the Town of \_\_\_\_\_ and/or through other funds secured by the \_\_\_\_\_ Police Department for this purpose.

This agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture. Partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this agreement.

**Agreement between Indian River School District and the Town of \_\_\_\_\_**

\_\_\_\_\_  
Chief of Police, Town of

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Manager, Town of

\_\_\_\_\_  
Date

\_\_\_\_\_  
Indian River School District Official

\_\_\_\_\_  
Date

## Financial Impact of SRO and Addition to the Force

| FY23              |                    |  |
|-------------------|--------------------|--|
| Starting Salary   | \$57,000           |  |
| Other Costs       |                    |  |
|                   | \$25,272           | Assumes Family Coverage                        |
|                   | \$6,464            | Employer share pension                         |
|                   | \$4,361            | Employer share taxes                           |
|                   | \$313              | Unemployment insurance                         |
|                   | \$2,628            | Workers compensation insurance                 |
| Prorated for FY23 |                    |  |
|                   | \$55,406.40        | 15 Pays (Oct through April)                    |
|                   | <b>(\$40,000)</b>  | <b>Indian River School District Agreement</b>  |
|                   | <b>\$15,406.40</b> | <b>Town personnel cost adjustment for FY23</b> |

| FY24   |                   |  |
|--------|-------------------|--|
| Salary | \$58,710          | Assumes 3% COLA & 2% benefit increases         |
|        | \$25,777          | Assumes Family Coverage                        |
|        | \$6,658           | Employer share pension                         |
|        | \$4,491           | Employer share taxes                           |
|        | \$313             | Unemployment insurance                         |
|        | \$2,707           | Workers compensation insurance                 |
|        | <b>\$98,656</b>   |  |
|        | <b>(\$40,000)</b> | <b>Indian River School District Agreement</b>  |
|        | <b>\$58,656</b>   | <b>OVPD personnel Increase for FY24 Budget</b> |

NOTE: Upon review of the FY23 current revenue stream we have determined that we are currently in the position to fund the FY23 personnel cost adjustment noted above. Excess revenue from Gross Rental Receipts will cover the overage. In regards to the FY24 OVPD personnel increase, it will be considered during the FY24 Budget process.