

COMMISSIONERS MEETING

December 21, 2022

YORK,ss

At a regular meeting of the County Commissioners of the County of York, begun and holden at the York County Government Building in Alfred, within and for the County of York, being held on Thursday, December 21, 2022 A. D. at 4:30 P. M.

COMMISSIONERS PRESENT:

Richard R. Dutremble
Richard Clark
Robert Andrews
Allen Sicard
Donna Ring

County Manager Gregory Zinser and Deputy County Manager Linda Corliss were present at the meeting.

YOU ARE INVITED TO RISE AND SALUTE THE FLAG OF THE UNITED STATES

12-21-22 ITEM

1 PUBLIC COMMENT(S) ON ANY ITEM(S)

Janet Drew addressed the Board via ZOOM to discuss public health in Maine. She asked if there are County public health officers? Ms. Drew also asked if any ARPA money is going towards any public health entities.

Commission Chairperson Sicard replied that in addition to \$40 million received in ARPA funds there was an additional \$5 million spent by our EMA assisting first responders and assisting with running a vaccination center. Commissioner Sicard also explained that later in the meeting there is an agenda item in regard to trying to keep the lab open. Lastly, he stated that the Commissioners are also working on providing first responders with a training center utilizing ARPA money.

2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:

a. Commissioners' regular meeting of December 8, 2022

Commissioner Clark motioned to approve the minutes. Commissioner Dutremble seconded the motion. Vote 5-0.

3 TO APPROVE TREASURER'S WARRANTS

a. Warrants to be approved on December 7, 2022 in the amount of \$825,289.63

Commissioner Clark motioned to approve the warrant. Commissioner Dutremble seconded the motion. Vote 5-0.

4 TO HEAR ANY REPORTS FROM THE COUNTY COMMISSIONERS

None

5 NEW BUSINESS

HEARD AFTER item b.

- a. To hear tax abatement denial appeal for Fallen v. Buxton- Commissioner Clark motioned to table until the party shows up. (Mr. Gingrass, tax assessor for the town of Buxton was present.) Commissioner Dutremble seconded the motion. Vote 5-0.

The Commissioners moved to item 5 (b).

Back to tax abatement denial hearing after moving to item 5b.

Commissioner Clark motioned to take this item off the table and hear the abatement.

Commissioner Dutremble seconded the motion. Vote 5-0.

Robert Gingras, assessing agent from the town of Buxton addressed the Board and requested they deny the appeal based on the fact that the party (Fallen) bringing forth the appeal did not appear.

Commissioner Clark asked if the same party has owned this (property) for many years? Mr. Gingras replied, yes and explained that the documentation Commissioner Clark asked about were comparable properties in Buxton he had compiled.

Commissioner Clark asked Mr. Gingras if he knew if the function hall was still in use? Commissioner Gingras- replied, yes, to the best of his knowledge.

Commissioner Ring asked Mr. Gingras was it correct that in the packet (given to the Commissioners) they requested an abatement, and they were given some relief.

Mr. Gingras responded, yes and that they (Fallens) are only saying it is too high and not providing any other information (to the town).

Commissioner Ring added that she had noticed that the appraisal they provided was a few years old.

Commissioner Clark motioned to deny the appeal. Commissioner Dutremble seconded the motion. Vote 5-0.

Appraiser Robert Gingras asked if it makes a difference about the party's ability to take this appeal to Superior Court since they did not appear at the Hearing before the Commissioners?

County Manager Zinser replied that he was not sure and that was a legal question. He added that the court may send it back to us.

- b. To review and seek approval of year end transfers- County Manager Zinser explained that the audit is not done and after this (transfers) is complete, we have to schedule the Federal audit. County Manager Zinser stated that he is hoping to find out in January and believes it will take about a week. He added that the Commissioners were given the auditor's worksheet. Commissioner Dutremble motioned to implement reserve transfers as presented by County Manager Zinser. Commissioner Clark seconded the motion.

DISCUSSION- Commissioner Ring asked County Manager Zinser is it correct that he wants to take \$784,000 from the surplus and put into these accounts? County Manager Zinser replied, no but that he is asking that surplus funds be put into building reserves except for \$70,000 that has lapsed into the unrestricted fund.

Commissioner Ring asked where do all these surpluses come from-what departments?

County Manager Zinser explained that some departments had surpluses because they were down employees but that most comes from excess revenues.

Commissioner Ring stated that MUNIS generates reports on a regular basis. I am not comfortable putting all this money in reserves with a recession coming, stated Commissioner Ring. She continued that she would like expenditures from all departments for the year.

County Manager Zinser replied that would be in the final audit.

Commissioner Ring stated that the reports sent in July did not give her a bottom line and that she thinks it is pretty important to start looking at where we are spending and where we are not spending.

Commissioner Sicard commented that the Commissioners have always moved anything over 20%.

Commissioner Ring stated that she understands if we don't move it, we lose it. She asked are we taxing people too much? Commissioner Ring stated that she has a major concern as there have been very large surpluses over the past couple of years. I think we might be overestimating some other areas.

Commissioner Dutremble commented that most of the surplus comes from excess revenues. We established this about 16 years ago to make sure we have enough reserves to take care of projects without taxing the taxpayers, explained Commissioner Dutremble.

Commissioner Clark commented that the first year he was involved with county budget committee, the county had laid off 15 to 16 people and things were not good. It took a lot of work to fix this to make sure we don't have to go through this again. I believe we should continue to put money aside for the future, stated Commissioner Clark. He added that we need to think of the long term and that he is not at all uncomfortable assigning these reserves.

Vote 4-1 with Commissioner Ring opposed. She stated that her opposition is mainly due to lack of information provided to her. (reserve transfers attached as record of this meeting)

- c. ARPA update-David Nalchajian, ARPA Financial Project Manager addressed the Board and gave an update on funds and expenditures. He explained that there has been consistent spending of the ARPA funds. Premium pay and project managers have had activity every week. Mr. Nalchajian continued that the majority of spending has been against the new projects that the Commissioners have appropriated for the new training center and recovery center and the dredge. We are earning interest. (simple interest and rates aren't that great). We discussed the possibility of looking for a short-term investment vehicle, explained ARPA Financial Project Manager Nalchajian.

Commissioner Clark asked have we actually allocated everything at this point? Manager Nalchajian replied, no.

Commissioner Clark stated that he recommended that at the next meeting we talk about allocating these funds. He added that he thought the Commissioners

really need to do that before someone thinks there's a ton of money floating around that no one has asked for.

County Manager Zinser replied that he and Dave (Nalchajian) would put something together to let us know an estimate of what's there.

BACK TO TAX ABATEMENT DENIAL APPEAL

d. H.R. Director Corliss to seek hiring/transfer approval for:

i. Jonathan R. Hernandez in the position of full-time corrections officer in the Sheriff's Office with a date of hire of December 14, 2022-

Commissioner Clark motioned to approve the hiring of Jonathan R. Hernandez in the position of full-time corrections officer in the Sheriff's Office with a date of hire of December 14, 2022. Commissioner Dutremble seconded the motion.

DISCUSSION: Commissioner Dutremble asked H.R. Director Corliss if we have to pay for his attendance at the academy? H.R. Director Corliss replied, no, that is only applicable in law enforcement. Vote 5-0.

ii. Aleta E. Mackenzie in the position of full-time corrections officer in the Sheriff's Office with a date of hire of December 14, 2022-

Commissioner Clark motioned to approve the hiring of Aleta Mackenzie in the position of full-time corrections officer in the Sheriff's Office with a date of hire of December 14, 2022. Commissioner Dutremble seconded the motion. Vote 5-0.

iii. William B. McWhirk in the position of full-time maintenance technician in the Facilities department with a date of hire of January 9, 2023-

Commissioner Clark motioned to approve the hiring of William McWhirk in the position of full-time maintenance technician in the Facilities Department with a hire date of January 9, 2023. Commissioner Dutremble seconded the motion. Vote 5-0.

iv. Transfer of the following employees from temporary DAR positions to permanent reserve Disaster Assistant Responder III positions with a pay rate of \$18.00-hour effective January 2, 2023: H.R. Director Corliss reminded the Commissioners that during the COVID pandemic they approved the hiring of the temporary DAR positions and that all of these positions will go away at the end of year. To continue lab work and be adequately prepared in the event of another pandemic, we are seeking approval to hire them into reserves.

The names are:

Marguerite Belanger, Darcie Binette, Jean Binette, Patricia Boston, Bruce Brokaw, Claire Curtis, Kathy Fraser, Rebecca Gaillard, Rachel Gaudreau, Larry Hammond, Elizabeth Hillman-Garriepy, Savanna James, Elizabeth Kelly, Charissa Kerr, Bonnie Lamie, Elizabeth Martin, Anne Malkasian, Katie Moore, Katrina Randall, Patricia Ross, Bette Smith and Sylvia Sutton.

Commissioner Clark motioned to approve the transfer of the following employees (reads all names listed above). Commissioner Dutremble seconded the motion. Vote 5-0.

H.R. Director Corliss explained that in order to move the lab from the vaccine center to here, the Lab Director and Medical Director need to come here. Using the job descriptions that you originally approved, I need to have them approved also, she stated. Marc Dube is the Lab Director and Dr. Michael Schmitz is the Medical Director. The pay rate is \$125 per hour for each of them.

Commissioner Clark motioned to transfer Michael Schmitz as the permanent reserve medical director as of 1-2-2023. Commissioner Dutremble seconded the motion. Vote 5-0.

Commissioner Clark motioned to transfer Marc Dube to the position of permanent reserve lab director as of 1-2-2023. Commissioner Dutremble seconded the motion. Vote 5-0.

- e. Reorganization of the Fire Instructor and Hazmat teams- H.R. Director Corliss explained that she and Fire Administrator Rod Hooper were looking at positions to condense down to four. She went on to state that they are simply reclassifying positions-not adding or subtracting any employees. The rates of pay will stay the same, explained H.R. Director Corliss. As far as the Hazmat team, we have consolidated the job description and this makes it a little more flexible and allows supervision, when necessary, explained H.R. Director Corliss. She added that these positions are all reserves with no set schedule. Commissioner Clark motioned to approve the reorganization of Hazmat and Fire instructor positions. Commissioner Dutremble seconded the motion. Vote 5-0.

6 OLD BUSINESS

None

7 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL ISSUES PURSUANT TO 1 M.R.S.A. §405 (6) (A), ACQUISITION OF REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT TO 1 M.R.S.A. § 405.(6) (C), LABOR NEGOTIATIONS PURSUANT TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)

None

8 PUBLIC COMMENT(S) ON ANY ITEM(S)

Janet Drew asked if the medical person would have a job description that would involve more public health as there is more that happens than just an emergency response. You lost your housing site in Alfred, but do you have a new site, asked Ms. Drew? You said you were committed to getting land somewhere.

County Manager Zinser replied that we are working diligently with Sanford Housing. He added that he is being asked to not publicly disclose the properties right now.

County Manager Zinser explained that public health is owned by Maine DHHS and Maine CDC. He added that a few counties have a public health person.

Commissioner Clark stated that it is the winter solstice and that he would like to wish everyone a Merry Christmas and a Happy New Year.

Commissioner Clark stated that this was the last meeting with Al Sicard as the chairperson. He thanked Al (Commissioner Sicard) for the work he has put in for this county and added that he deserves our respect and appreciation.

Commissioner Sicard replied that it was a quick four years with the pandemic right in the middle. Commissioner Sicard stated that he was proud of 250+ employees we have here in York County. He said that he will miss everyone and feels that the county is better than it was four years ago and is in capable hands.

9 ADJOURN

Commissioner Clark motioned to adjourn the meeting. Commissioner Dutremble seconded the motion. Vote 5-0.
Meeting adjourned at 5:28 p.m.

DRAFT

BUILDING	ESTIMATED COST
Training Center	17,500,000.00
Recovery Center	17,500,000.00
ESTIMATED TOTAL COSTS	35,000,000.00
FUNDING SOURCES	
ARPA	27,500,327.34
County Reserves	2,000,000.00
Federal CDS funding	2,968,000
	32,468,327.34
	DEFICIT
	2,531,672.66

**AGREEMENT BETWEEN YORK COUNTY
AND
RSU 57**

"School Resource Officer"

This agreement EFFECTIVE the ~~15th~~^{6st} day of **August**, 2022 by and between the COUNTY OF YORK (HEREINAFTER REFERRED TO AS "York County" and Regional School Unit #57, a regional school unit formed pursuant to 20-A M.R.S. § 1461 *et seq.* (hereinafter "RSU #57 or the "District").

WITNESSETH

Whereas, RSU #57 is desirous of contracting with York County for school resource officer services (SRO services), including law enforcement services, which are more particularly described herein:

WHEREAS, pursuant to Title 30 A Section 452:

The sheriff in each county, in person or by the sheriff's deputies, to the extent the sheriff undertakes to patrol, shall patrol those areas in the county that have no local law enforcement but may not be required by law to patrol the entire county. The county commissioners, with the sheriff's agreement, may enter into a contract with a municipality/School District under section 107 to provide specific patrol services by the sheriff's department in return for payment for these services.

The Sheriff has the authority to assign a Deputy to RSU #57 and York County is willing to provide said SRO services. In consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which here by acknowledged, the parties covenant as follows:

1. SERVICES

- A. York County agrees, through the Sheriff's Office to provide to RSU #57 a SRO who is a fully trained deputy and a graduate of the Maine Criminal Justice Academy (MCJA).
- B. York County shall provide a SRO who shall participate in the School Resource Officer Program as outlined in a Memorandum of Understanding (MOU) between the York County Sheriff's Office and RSU #57. The SRO shall provide law enforcement services as outlined in the MOU and consistent with the School Resource Officers Program. The SRO shall be subject to the terms of the York County Employee Personnel Manual, the York County Patrol Association Collective Bargaining Agreement, and the York County Sheriff's Office Policies and Procedures Manual. Any conflict between the terms of the MOU and this Agreement shall be governed by this Agreement. The MOU is hereby incorporated as an integral part of this contract as addendum 2.
- C. York County Shall provide RSU #57 with reports as outlined in the MOU.
- D. RSU #57 agrees that the SRO may leave duties assigned pursuant to the MOU in order to respond to bona fide emergencies at the specific request of established law enforcement agencies. Bonafide emergencies include, but not necessarily limited too, a serious automobile crash in the vicinity of the school, a crash that involves a child that is part of the school district, crimes encountered on his way to school, a crime in progress and the SRO is the closest unit and other situation where the public's safety is in jeopardy. The SRO so responding shall return to duty in the RSU as soon as possible. RSU #57 recognizes that the County of York has a contractual obligation to the deputy to provide him/her up to 400 hours of PTO (paid time off, actual time may vary depending on

AGREEMENT BETWEEN YORK COUNTY AND RSU 57

deputies seniority) and the deputy will be absent for training purposes to maintain his law enforcement certification with the MCJA.

- E. York County shall make all decisions regarding hiring, retention and termination of the deputy subject to the selection criteria contained in the MOU.
- F. York County agrees to provide and maintain the vehicle per the manufacturers recommended maintenance schedule. The County of York further will ensure the vehicle has all of the necessary emergency equipment and communication devices. RSU #57 understands that the vehicle will be used for patrolling outside of the RSU when the SRO works overtime or has out of Town official business, to include but not limited to training and meetings.
- G. York County shall provide RSU #57 with written responses to citizen inquiries and complaints, which are directed to the York County Sheriff's Office when appropriate. Such responses shall be under the Sheriff's signature and provided within (30) thirty days of filing.
- H. The selection and hiring process shall comply with York County hiring practices as stipulated in the York County Collective Bargaining Agreement, and Policy and Procedures of the Sheriff's Department. The selection process will include representatives from RSU #57 as outlined in the MOU. However, final decisions regarding employment reside with the Sheriff.

2. REPRESENTATION OF COUNTY

York County hereby represents and acknowledges that those services described in section #1 of this agreement would not be provided through any appropriations of the annual budget of York County, in the event this agreement did not exist.

3. TERM

York County agrees to provide the service specified in this Agreement for a period commencing on the **16th day of August, 2022** and terminating on the **30th day of June, 2023**

4. COSTS

RSU #57 agrees to pay York County for each year, those estimated base amounts reflected in Addendum 1, attached hereto in and incorporated herein by reference (hereinafter referred to as the "base amount") subject to increase or decrease as provided in paragraph B below.

- A. RSU #57 shall pay the base amount in quarterly installments.
- B. The base amount is for salary, benefits and daily operational costs only. *It is understood that Capital costs for vehicle(s) are negotiated separately of this contract.* The base amount may increase or decrease depending on increases/decreases in social security, payroll accruals and/or insurance as well as increased benefits including, but not limited to any such benefits granted in any applicable collective Bargaining Agreement. Any such increases shall be paid by RSU #57 to York County following written notice/invoice thereof detailing the increase(s).

**AGREEMENT BETWEEN YORK COUNTY
AND
RSU 57**

York County shall administer the payment of the deputy's salary and fringe benefits and maintain records open for inspection by RSU #57 for the duration of this agreement.
See Addendum 1 hereto and made part hereof.

5. INDEMINITY

York County shall indemnify and hold harmless RSU #57, its officers, employees, and agents from all claims, losses, damages, including property damages, personal injury, death, or other liability, directly or indirectly, arising out of the provision of SRO services set forth in this Agreement. This indemnity shall include the obligation to assume the district's defense for any claims or actions brought against the district that arise from York County's performance of SRO services under this Agreement, including, but not limited to, costs and attorney's fees. The County's indemnification obligation shall not serve to waive or alter in any way the terms, provisions, and protections contained in the Maine Tort Claims Act or any other rights that the County may have thereunder or pursuant to other applicable law. To the extent the district has insurance coverage for any claims, demands, costs, or judgment under this Agreement, the parties agree the County's coverage will be primary and the district's coverage secondary.

6. STANDARD OF PERFORMANCE

RSU #57 and York County shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of the SRO performed under this contract. Provided, however that York County shall make the final determination on said issues. York County agrees to receive and consider, in good faith, all inquiries and requests made by RSU #57. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matter shall remain exclusively with York County.

7. TERMINATION

This contract shall expire **June 30th, 2023** unless extended as set forth in Section 8 hereof

8. EXTENTION

Unless terminated by written notice to either party, the full contract shall continue in full force and effect, subject to necessary negation of any added costs and as agreed in the above provided articles for an additional period of (30) thirty days from the date of expiration

9. ENTIRE AGREEMENT

This instrument, and attached addendums, embodies the entire agreement of the parties. There is no promise terms, conditions, or obligations other than those contained here; and this contract shall supersede all previous communications, representatives or agreements, either verbal or written, between the parties hereto.

This Agreement, and attached addendums, contains the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, who exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms,

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AND
RSU 57**

provisions, option, or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law

IN WITNESS WHEREOF, RSU #57, has caused this contract to be signed by the Superintendent and the County of York, BY ORDER OF THE County Commissioners, has caused this Contract to be subscribed by the Clerk of Said Board, all in the day and years first above written.

SIGNED, SEALED AND DELIVERED on this date of _____

IN THE PRESENCE OF: COUNTY OF YORK

By: _____
York County Manager

William L. King Jr.
Sheriff of York County

SIGNED, SEALED AND DELIVERED on this date of December 1, 2022

IN THE PRESENCE OF: RSU #57

By: Colin M. Walsh, CPA
Colin M. Walsh, CPA
Director of Finance & Operations
LARRY MALONE, Superintendent

YORK COUNTY SHERIFF'S OFFICE

RSU 57 SCHOOL RESOURCE OFFICER ESTIMATED CONTRACT DEPUTY COSTS

CONTRACT DEPUTY SCOTT COREY		ESTIMATED ANNUAL COSTS	
EE# 558		7/1/22-6/30/23	
WAGES			
Annual Wages		\$	61,849.60
Health Waiver Stipend Payment		\$	3,600.00
Other Contractual Earnings-estimated (accrued PTO, PTO buyout)		\$	5,500.00
		\$	70,949.60
FRINGE BENEFITS/EMPLOYER COSTS			
	Percentage of Earnings		
FICA	6.20%	\$	4,398.88
Medicare	1.45%	\$	1,028.77
Workers Comp	3.99%	\$	2,830.89
Retirement - MePers Plan 2C	11.40%	\$	8,088.25
Retirement Health Savings		\$	-
Health Insurance		\$	-
HRA Liability		\$	-
Dental Insurance		\$	1,250.00
Basic Life Insurance		\$	280.00
Long Term Disability Insurance		\$	120.00
Short Term Disability Insurance		\$	500.00
Total Benefits/Employer Costs		\$	18,496.79
ADDITIONAL OPERATING EXPENSES			
Uniforms & Equipment		\$	200.00
Cell Phone base charge		\$	480.00
Laptop Computer Internet Access		\$	480.00
Vehicle Insurance		\$	1,500.00
Police Liability Insurance		\$	1,100.00
Vehicle Gas		\$	2,000.00
Total Operating Expenses		\$	5,760.00
GRAND TOTAL		\$	95,206.39
Estimate Reviewed 5/16/22			

MEMORANDUM OF UNDERSTANDING (MOU)

This memorandum of understanding is to be executed by the below listed entities:

**York County Sheriff's Office (YCSO)
Regional School Unit No. 57 (RSU #57)**

Nothing in this Memorandum of Understanding (MOU) should be construed as limiting or impeding the spirit of cooperation between the participating entities.

PURPOSE

This Memorandum of Understanding establishes the School Resource Officer Program, (SRO) Program as a co-production effort on the part of the York County Sheriff's Office and RSU #57 School Officials to foster a secure school environment which is conducive to learning. This MOU serves to formalize the relationships between the co-producers in order to foster an efficient and cohesive program that will build a positive relationship between sheriff's deputies and RSU #57 students with the intent to reduce juvenile crime and make our schools safer.

TERM

The term of this MOU shall begin on August 15, 2022 and end on June 30, 2023.

TERMINATION

This MOU may be terminated without cause by either participating entity upon 30 days written notice.

MISSION

The mission of the SRO Program is the reduction and prevention of school related violence and crime committed by juveniles and young adults. This is accomplished by assigning deputies to schools on a permanent basis. The SRO Program is designed to create and maintain a safe, secure and orderly learning environment for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents and school personnel. The SRO will serve as a positive role model to instill in students good moral standards, good judgement, respect for others and a concern for the school community. The SRO will promote awareness of the law to help students become better informed and effective citizens, while empowering them with the knowledge of law enforcement efforts and an understanding of the consequences associated with violations of the law. SRO's are not intended to replace any school counselor nor are they to conduct or offer any formal psychological counseling. SRO's will advise students on responsibilities and procedures concerning criminal matters. SRO's will give advice to help resolve issues between students that involve matters that may result in criminal violations,

disturbances, or disruptions. Student confidentiality should be maintained unless the gravity of the situation dictates otherwise.

Goals of the SRO Program are as follows:

1. Provide a deterrent for criminal or administrative misconduct.
2. Reduce incidents of school violence.
3. Reduce criminal offenses committed by juveniles and young adults.
4. Establish a healthy rapport with students and parents.
5. Establish a cooperative working relationship with school personnel.
6. Create and participate in programs that will benefit students, school personnel, parents, police personnel and the community.
7. Provide safety and security for students, school personnel, parents and others on the school grounds.

The objectives to meet the goals of the program are attained by adherence to the duties and responsibilities of the SRO and the schools.

SRO QUALIFICATIONS

The SRO shall be an experienced full time law enforcement officer, certified by the Maine Criminal Justice Academy, employed by the York County Sheriff's Office and maintains current fingerprinting as required by the Maine Department of Education (DOE).

SRO SELECTION PROCESS

When a SRO position becomes available, notice will be given to all sworn employees of the York County Sheriff's Office. Interested officers shall submit a letter of intent. The letter of intent shall include reasons for wanting the position as well as a listing of education and training that would benefit the SRO Program.

A board consisting of RSU #57 and Sheriff's Office personnel shall interview each candidate and make a recommendation to the Sheriff. Candidates may also be submitted by the command staff of YCSO. The final decision of the SRO is made by the Sheriff.

SRO SUPERVISION

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the York County Sheriff's Office. Responsibility for the conduct of SRO's, both personally and professionally, shall remain with the York County Sheriff's Office. The York County Sheriff's Office shall assign a sergeant the duty of supervising the SRO Program.

SRO TRAINING REQUIREMENTS

SRO's shall attend trainings which will benefit his/her role as a School Resource Officer. Trainings will be scheduled at a mutually agreed upon time by the Sheriff's Office and RSU #57. Trainings that incur travel, lodging and associated conference costs will be discussed between the Sheriff and his designee (chief deputy or patrol commander) and the Superintendent.

ASSIGNMENT OF SCHOOL RESOURCE OFFICERS

The York County Sheriff's Office will provide one full time SRO to work in the RSU #57 Massabesic School District.

The SRO will spend 40 hours weekly (adjusted by the District as necessary) in his/her assigned school(s) during the academic year. The SRO will also attend the extra-curricular activities related to his/her assigned school(s) as practicable within the assigned 40 hours per week. RSU 57 understands that should the SRO be tasked with an extra-curricular assignment (after normal school hours) the school will not have the benefit of an SRO presence during the deputy's "off time". The York County Sheriff's Office will provide the services of the SRO to the schools during the school breaks, as needed, to assist with emergency planning assessments, security recommendations, program ideas and other needed assistance to prepare for the resumption of school following the break(s).

During the summer recess As time permits the SRO will may:

- A. Consult on school security improvements
- B. Prepare law-related education lessons
- C. Develop collaborations with community resources, identifying services offered that could benefit students.
- D. Conduct school safety assessments
- E. Review and consult on the school safety plan and conduct school wide exercises to test the plan.
- F. Plan and coordinate in-service training
- G. Collaborate with school administrators to develop strategies that can address prior problems and issues.
- H. Work with community-based and youth recreational groups to develop and assist with summertime activities.

- I. Participate in Camp POSTCARD (Police Officers Striving to Create and Reinforce Dreams) which is a week long summer program for 5th and 6th grade girls and boys to camp for free. The SRO and administrative staff of RSU #57 will recommend students who could greatly benefit from this program.
- J. Take personal time off (PTO) as available so that during the school year the SRO is dedicated to their school responsibilities.
- K. Will assist with law enforcement duties as directed
- L. Keep current with trainings as mandated by the Maine Criminal Justice Academy and to seek professional development opportunities.

During regularly scheduled hours of duty the SRO will be available to school officials for any reason and will be the point of contact for any school related enforcement action.

The SRO's hours will be agreed upon by the assigned school administrators, in consultation with the Superintendent, and the sheriff's designee(s). The hours should reflect the importance of the presence of the SRO at the start of the school day and at the end of the school day. Flexibility in the schedule to allow for participation in activities outside of the normal school day should be available.

COMMUNICATION

Interdepartmental

- The SRO will meet with the principal(s) of his/her assigned school(s) at least once per week. This meeting shall not be delegated to other administrative staff on a regular basis.
- The Superintendent of Schools, Sheriff (or in his absence, the Chief Deputy or Patrol Commander), SRO and others as deemed appropriate will meet on a quarterly basis.
- The patrol commander shall meet with the Superintendent of Schools on a semi-annual basis. The Superintendent of Schools shall address any concerns or commendations regarding the performance of the SRO to the patrol commander.
- The Sheriff, Superintendent of schools, principals and SRO supervisor shall meet once per year, during the summer break. The purpose of this meeting will be to evaluate the SRO program and to discuss any necessary changes for the following academic year.

Sheriff's Office

- The SRO and SRO supervisor shall meet on a weekly basis to exchange information, review assignments and activities, and discuss current trends or problems.
- The SRO shall provide information to the appropriate investigators about any criminal activity or other pertinent information to law enforcement that he/she becomes aware of.
- The SRO shall be advised of any investigations that involves students from his/her assigned school(s).

School District

- The Superintendent of Schools shall maintain the means to ensure effective communications exist between the SRO and the school staff.

SRO DUTIES AND RESPONSIBILITIES

The York County Sheriff's Office SRO duties will include but not be limited to, the following:

- Assume primary responsibility for all calls for service from his/her assigned school.
- File appropriate reports consistent with York County Sheriff's Office procedures.
- Coordinate the response of other law enforcement resources to the school with the principal.
- Wear the uniform or appropriate attire authorized by the York County Sheriff's Office while on duty.
- Be visible in his/her assigned school(s) and patrol the interior and exterior grounds. Unless the SRO is tasked with an extra-curricular after-hours assignment, the SRO will give particular emphasis on the opening and closing of the school, lunch and other times that large numbers of students are in one area.
- Be available to assist in the classroom with law enforcement related topics.
- Attend as many extra-curricular activities related to his/her assigned school as is practicable and with an agreed upon schedule change.
- Attend School Board Security Committee meetings, as practicable.

- Provide informational resources to students, parents and staff regarding issues related to drugs, alcohol, tobacco use, violence prevention and other law enforcement issues as approved by the Superintendent.
- Properly dispose of illegal substances recovered by the school and not needed for prosecution pursuant to York County Sheriff's Office requirements.
- Maintain familiarity with the school regulations regarding student rights and responsibilities.
- Attend and provide testimony for school expulsion hearings upon request.
- Maintain knowledge of school emergency plans concerning critical incidents.
- Assist the school administration in solving problems in the school community.
- Serve as a resource to school staff, parents and students for conferences on an individual basis, dealing with individual problems or questions.
- Refrain from functioning as a school disciplinarian, unless immediately necessary.
- The SRO, when conducting formal police interviews at school with a student, shall abide by School Board policy, Sheriff's Office policy and legal requirement.
- The SRO shall serve as a liaison between his/her assigned school(s) and the York County Sheriff's Office in addressing concerns of both departments.

The SRO shall conduct an annual safety assessment of his/her assigned school(s). An assessment report will be provided to the Superintendent of Schools, the school administrators of the assessed school, and the Sheriff of Designee.

SCHOOL RESPONSIBILITIES

School responsibilities regarding the SRO include, but are not limited to, the following:

- The school will immediately report all criminal activity to the SRO when the SRO is on duty. If an emergency exists and the SRO is not available, the school shall notify the York County Sheriff's Office through the standard incident reporting procedures. Information that is not of an urgent nature may be held for the SRO upon his/her return to the school.

- The school shall provide a work area for the SRO that is equipped with a telephone. The work area should have adequate space for locked storage for contraband, evidence, police materials, and police equipment as mutually agreed.
- The school administration shall include the SRO in in-service training or meetings regarding matters that will include the cooperation of the SRO.
- The school administration should encourage school staff to facilitate the use of the SRO as an instructional aid when teaching subjects related to law or law enforcement.

The SRO will not be assigned duties regularly assigned to school personnel such as lunchroom, hall, or bus duty. If there is a problem in a particular area of the school, the SRO may be asked to assist in addition to the normal staffing to the extent that the SRO is available.

KEY LAW ENFORCEMENT PROCEDURES

Search and Seizure

There is an important difference between the rights of school officials and those of law enforcement officers to conduct searches and seize property of students. These differences are reflected in the standard used to justify such searches and seizures.

School officials may search a student's person or property under their jurisdiction when **reasonable suspicion** indicates that the search will reveal evidence that the student has violated or is violating the law or school rules.

The SRO shall not become involved in administrative school searches unless specifically requested by the school to provide security, protection, or to handle contraband. Administrative searches must be at the direction and control of the school official.

At no time shall the SRO request or require that an administrative search be conducted for law enforcement purposes or have the administrator act as his/her agent. Any search by a SRO shall be based on **probable cause** and, when required, a search warrant shall be obtained.

The SRO shall adhere to all York County Sheriff's Office Standard Operating Procedures regarding search and seizure and collection of evidence or property.

Police Investigation and Questioning

The SRO is given the authority to stop, question, interview, and take enforcement action without prior authorization by school administration. The investigation and questioning of students during school hours should be limited to situations where the investigation is related to school.

Investigations and questioning for offences not committed at school or related to school, should ordinarily be limited to instances where a delay in questioning may result in danger to any person, flight from jurisdiction by a person suspected of a crime or destruction of evidence.

The SRO shall, as soon as is practicable, notify a school administrator of any significant law enforcement event. The SRO should attempt to notify an administrator of any anticipated enforcement action if time allows.

The SRO shall adhere to York County Sheriff's Office Standard Operating Procedures regarding the questioning of juveniles and adults.

Arrest Procedures

In general, the SRO and other law enforcement officers are discouraged from arresting students at school for incidents not related to school.

When the arrest of a student or staff member becomes necessary, the SRO will observe the following procedures:

- The arrest shall be coordinated through the school administration whenever possible.
- Arrests during school hours shall be reported to the principal as soon as practicable.
- Arrests should be made with an effort to create minimum disruption to normal school activities.
- Arrests shall be made in compliance with Standard Operating Procedures of the York County Sheriff's Office.
- The SRO is responsible for complying with applicable state and federal laws concerning parental notice and notification or rights prior to questioning.

Critical Incident Response Procedures

Critical incidents include, but are not limited to; bomb threats, shootings, riots, fires and severe weather.

Critical incidents occurring at school or at a school event will cause substantial law enforcement and emergency services response as well as the activation of specific plans to be implemented by the school staff. It is imperative that the SRO and the school administration coordinate their response to a critical incident.

The SRO shall assume responsibility for the initial response to a critical incident at his/her assigned school(s) and will assume the primary role of law enforcement officer.

When a York County Sheriff's Office Supervisor or Command Staff member has taken control of the critical incident scene, the SRO should, if practicable, be assigned to work directly with the school staff in assisting with the school critical response plan.

The SRO shall assist the responding law enforcement officers with information regarding the school layout and other information pertinent to emergency response.

Law enforcement response to a critical incident shall be consistent with the Standard Operating Procedures of the York County Sheriff's Office.

CONFIDENTIALITY OF STUDENT INFORMATION

School administrators shall release personally identifiable student information contained in education records to SRO's and other law enforcement officials in accordance with the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

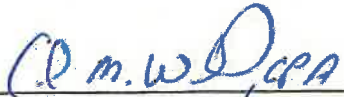
The SRO is expected to maintain confidentiality of personally identifiable student information in accordance with applicable laws and school policy.

The SRO shall observe the requirements of the Maine Juvenile Code as it relates to the release of information regarding juvenile offenders.

As agreed to and in partnership with:

William L. King Jr.
Sheriff
York County Sheriff's Office

Date



Colin M. Walsh, CPA
Director of Finance & Operations
Regional School Unit No. 57



Date