

**REVIEW
OF
INDIANA
CODE**

1

IC 20-26-16Chapter 16. School Corporation Police Departments

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IC 20-26-16-1Application

Sec. 1. This chapter applies to a school corporation, including a school city (as defined in [IC 20-25-2-12](#)) and a charter school.

As added by P.L.132-2007, SEC.7. Amended by P.L.270-2019, SEC.14.

IC 20-26-16-2Authority to establish police department

Sec. 2. The governing body of a school corporation or charter school may establish a school corporation or charter school police department under this chapter.

As added by P.L.132-2007, SEC.7. Amended by P.L.270-2019, SEC.15.

IC 20-26-16-3Authority to appoint officers; uniforms; vehicles

Sec. 3. The governing body of a school corporation or the equivalent for a charter school may do the following for the school corporation or charter school police department:

- (1) Appoint school corporation or charter school police officers.
- (2) Prescribe the duties and direct the conduct of school corporation or charter school police officers.
- (3) Prescribe distinctive uniforms.
- (4) Provide emergency vehicles.

As added by P.L.132-2007, SEC.7. Amended by P.L.270-2019, SEC.16.

IC 20-26-16-4Minimum training requirements

Sec. 4. An individual appointed as a school corporation or charter school police officer must successfully complete at least:

- (1) the pre-basic training course established under [IC 5-2-1-9](#)(f); and
- (2) the minimum basic training and educational requirements adopted by the law enforcement training board under [IC 5-2-1-9](#) as necessary for employment as a law enforcement officer.

As added by P.L.132-2007, SEC.7. Amended by P.L.270-2019, SEC.17.

IC 20-26-16-5Training for certain officers

Sec. 5. (a) Notwithstanding section 4 of this chapter and [IC 5-2-1-9](#), an individual appointed as a school corporation police officer before July 1, 2007, must complete, not later than July 1, 2010, at least:

- (1) the pre-basic training course established under [IC 5-2-1-9](#)(f); and
- (2) the minimum basic training and educational requirements adopted by the law enforcement training board under [IC 5-2-1-9](#) as necessary for employment as a law enforcement officer.

(b) As set forth in [IC 5-2-1-9](#), an individual appointed as a school corporation or charter school police officer may not:

- (1) make an arrest;
- (2) conduct a search or a seizure of a person or property; or
- (3) carry a firearm;

unless the school corporation or charter school police officer successfully completes a pre-basic training course under [IC 5-2-1-9](#)(f).

As added by P.L.132-2007, SEC.7. Amended by P.L.270-2019, SEC.18.

IC 20-26-16-6 School corporation police officers; oath; powers and duties; jurisdiction

Sec. 6. (a) A school corporation or charter school police officer appointed under this chapter:

- (1) is a law enforcement officer (as defined in [IC 5-2-1-2\(1\)](#));
- (2) must take an appropriate oath of office in a form and manner prescribed by the governing body or the equivalent for a charter school;
- (3) serves at the governing body's (or the equivalent for a charter school) pleasure; and
- (4) performs the duties that the governing body or the equivalent for a charter school assigns.

(b) School corporation or charter school police officers appointed under this chapter have general police powers, including the power to arrest, without process, all persons who within their view commit any offense. They have the same common law and statutory powers, privileges, and immunities as sheriffs and constables, except that they are empowered to serve civil process only to the extent authorized by the employing governing body or the equivalent for a school corporation; however, any powers may be expressly forbidden them by the governing body (or the equivalent for a charter school) employing them. In addition to any other powers or duties, such police officers shall enforce and assist the educators and administrators of their school corporation or charter school in the enforcement of the rules and regulations of the school corporation or charter school and assist and cooperate with other law enforcement agencies and officers.

(c) Such police officers may exercise the powers granted under this section only upon any property owned, leased, or occupied by the school corporation or charter school, including the streets passing through and adjacent to the property. Additional jurisdiction may be established by agreement with the chief of police of the municipality or sheriff of the county or the appropriate law enforcement agency where the property is located, dependent upon the jurisdiction involved.

As added by P.L.132-2007, SEC.7. Amended by P.L.270-2019, SEC.19.

IC 20-26-16-7 Existing school corporation police departments

Sec. 7. A school corporation police department established before July 1, 2007, shall be considered, after June 30, 2007, a school corporation police department established under this chapter.

As added by P.L.132-2007, SEC.7.

**RESOLUTION
TO ESTABLISH
A POLICE
DEPARTMENT**

2

RESOLUTION ESTABLISHING

**The Operating Authorization for
The Rossville Consolidated School District Police Department.**

WHEREAS, Indiana Code 20-26-16 authorizes the Board of School Trustees of an Indiana public school corporation such as the Rossville Consolidated School District (RCSD) to establish a school police department;

WHEREAS, the Board of School Trustees finds that this legislation creates an opportunity to achieve greater coordination of the various individuals supporting student and staff safety and premises security in the Rossville Consolidated Schools;

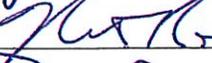
WHEREAS, the Board of School Trustees recognizes the importance of establishing and maintaining rigorous standards for the selection, training, and supervision of persons with police powers operating in a school community environment;

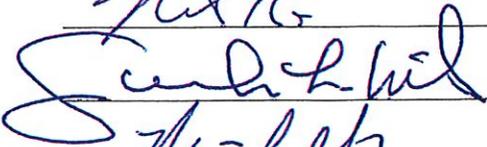
NOW THEREFORE; the Board of School Trustees of the Rossville Consolidated School District resolves that:

1. The Rossville Consolidated School District Police Department is hereby created pursuant to the authority and standards contained in Indiana Code 20-26-16.
2. The position of "Chief of Police" for the Rossville Consolidated School District is hereby created. The Chief of Police shall serve as the chief executive officer for the "RCSD Police Department". The position shall be an at-will non-certified supervisory position and shall report to and work under the supervision of the Superintendent of Schools and/or designee.
3. All RCSD Police Department personnel must be certified and trained by the authority of the Indiana Law Enforcement Training Board.
4. Prior to the activation of the RCSD Police Department, the School Board of Trustees for the RCSD must provide, by a vote in a public meeting, the authorization to place into active duty status the RCSD Police Department.

Approved this date November 6, 2018.


_____, President


_____, V President


_____, Secretary


_____, Member


_____, Member

JOB DESCRIPTIONS

CHIEF OF POLICE

POLICE OFFICER

SCHOOL RESOURCE OFFICER

3

**Rossville Consolidated School District
Job Description**

Job Title: Classified – Police - Chief of Police
Reports To: Superintendent
Approved By: Board of Education **Approval Date:** November 6, 2018

Purpose Statement

The primary duty of the Chief of Rossville Consolidated School District (RCSD) Police Department (Chief) is to serve Rossville Schools as a police officer and to enforce all municipal, state, and federal laws. The Chief is expected to create relationships with stakeholders (school administrators, parents, students, and the greater community), formulate crime prevention tactics, and make himself or herself available for meetings regarding law enforcement - related topics. The Chief shall supervise all School Resource Officers and security personnel hired or contracted by the district.

Relationships

It is most important that the Chief ensures himself/herself, all School Resource Officers (SROs), all hired/contracted Police Officers, and all security personnel become acquainted with school officials and understand school priorities and procedures, as well as state and local laws relevant to school safety and order. The Chief should also attend faculty meetings, assemblies, and shall visit classrooms. He/she will work with school officials in building positive relationships. The Chief shall conduct himself/herself in a manner that will reflect favorably on the School District. Conduct above reproach is mandatory. He/she must be a positive role model, serving as a good example of the professional law enforcement officer. The Chief shall show respect for students and parents and display fairness and consistency in handling issues that occur.

Essential Functions

The list of duties and responsibilities is illustrative only, and is not a comprehensive listing of all duties and responsibilities performed by this position.

1. The Chief shall supervise all School Resource Officers, Police Officers, and security personnel hired or contracted by the district.
2. The Chief shall build positive working relationships with school principals, staff, students, and parents to develop a positive law enforcement/education relationship.
3. The Chief shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.
4. The Chief or his/her designee shall investigate promptly and diligently all cases of criminal activity occurring at assigned schools.
5. The Chief shall work within the framework of the local school system to provide conflict resolution and corrective verbal redirection for students.

6. The Chief shall provide a positive, visible law enforcement presence within the school community by being appropriately dressed, in full uniform, and at all times identifiable as a police officer.
6. The Chief shall coordinate with School Resource Officers from neighboring communities to enhance program delivery and success.
7. The Chief or his/her designee shall act as a resource to students, teachers, staff, and parents for agencies that offer assistance to youths and their families (i.e., mental health clinics, drug treatment centers, wrap-around services, etc.).
8. The Chief, along with other SROs, Police Officers and security personnel, shall patrol school facilities (grounds, roads, buildings, etc.) for the purpose of providing administrative visibility, maintaining security, and deterring crime.
9. The Chief shall act as an advisor and provide assistance to school administrators regarding traffic control and parking issues on campus and the surrounding area.
10. The Chief or his/her designee shall work in coordination with school officials to present classroom instruction to staff and students on law enforcement related topics.
11. The Chief or his/her designee shall assist in the programs of drug awareness and drug prevention for the purpose of helping students, parents, employees, and the community in the difficult task of fighting drug abuse in our community.
12. The Chief shall review crime reports and other reports to assess crime and traffic problems or potential problems at assigned schools and the surrounding area.
13. The Chief or his/her designee shall provide coverage for special school functions including sporting events, performances, after-hours meetings, etc.
14. The Chief or his/her designee shall work with staff and students to resolve school safety issues.
15. The Chief shall assist in the development and updating of school emergency response plans.
16. The Chief shall be a liaison for the school, police, probation, and the community to keep all informed of activities of others who may be at risk or inclined to cause problems or commit crimes.
17. The Chief or his/her designee shall testify in court proceedings for the purpose of providing information and documentation of illegal activity.
18. The Chief shall work with administration, students and families to promote positive student conduct and optimal attendance.
19. The Chief or his/her designee shall assist, as directed by the School Administration, in investigations. School officials will relinquish authority IF necessary or needed.
20. The Chief shall perform other duties as assigned by the superintendent for the purpose of ensuring the effective and efficient functioning of the work unit.

Uniform and Equipment

The Chief will wear a school approved police officer uniform and drive a fully equipped patrol vehicle. More casual attire may be worn, with the permission of the Superintendent, when the Chief is participating in school activities that make wearing a uniform impractical.

The Chief will be provided with all necessary equipment related to job duties by Rossville Consolidated School District.

The Chief will be provided with a school district work area, cellular phone, and computer.

On-Duty Status

The Chief normal work schedule shall be outlined in the Handbook for Classified Staff – Chief of RCSD School Police. He/she may adjust the work schedule, with approval of the Superintendent, in order to accommodate school activities and requests. The Chief is expected to leave information for school officials and his/her supervisor regarding his/her whereabouts when off campus. The Chief shall perform other duties, as assigned by the superintendent, or out of necessity as to fulfill the requirements of the position.

When school is not in session (i.e. holidays, summer vacation, etc.) the Chief will report to his/her supervisor for any special assignments.

Training

The Chief will be required to meet all requirements set forth by the State of Indiana Law Enforcement Training Board, for continued patrol certification (firearm certification, physical ability, etc.). These required certifications will be offered to the Chief in the same manner as any other officer in the state of Indiana.

The Chief must maintain certification as a School Resource Officer and as an Indiana School Safety Specialist.

Additional Requirements

The Chief may be asked to meet additional requirements as set forth by the Rossville Consolidated School District.

**Rossville Consolidated School District
Job Description**

Job Title: Classified – Police – Police Officer (Police Officer)
Reports To: Chief of Police (Chief)
Approved By: Board of Education **Approval Date:** November 6, 2018

Purpose Statement

The primary duty of a Police Officer is to serve Rossville Schools and to enforce all municipal, state, and federal laws. The officer is expected to create relationships with stakeholders (school administrators, parents, students, and the greater community), formulate crime prevention tactics, and make himself or herself available for meetings regarding law enforcement - related topics.

Relationships

It is most important that a Police Officer become acquainted with school officials and understand school priorities and procedures, as well as state and local laws relevant to school safety and order. The Police Officer may also attend faculty meetings, assemblies, and shall visit classrooms. He/she will work with school officials in building positive relationships. The Police Officer shall conduct himself/herself in a manner that will reflect favorably on the School District. Conduct above reproach is mandatory. He/she must be a positive role model, serving as a good example of the professional law enforcement officer. The Police Officer shall show respect for students and parents and display fairness and consistency in handling issues that occur.

Essential Functions

The list of duties and responsibilities is illustrative only, and is not a comprehensive listing of all duties and responsibilities performed by this position.

1. The Police Officer shall build positive working relationships with school principals, staff, students, and parents to develop a positive law enforcement/education relationship.
2. The Police Officer shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.
3. The Police Officer shall investigate promptly and diligently all cases of criminal activity occurring at assigned schools if assigned by the Chief or Superintendent.
4. The Police Officer shall work within the framework of the local school system to provide conflict resolution and corrective verbal redirection for students.
5. The Police Officer shall provide a positive, visible law enforcement presence within the school community by being appropriately dressed, in full uniform, and at all times identifiable as a police officer.
6. The Police Officer shall act as a resource to students, teachers, staff, and parents for agencies that offer assistance to youths and their families (i.e., mental health clinics, drug treatment centers, wrap-around services, etc.).

7. The Police Officer shall patrol school facilities (grounds, roads, buildings, etc.) for the purpose of providing administrative visibility, maintaining security, and deterring crime.
8. The Police Officer, as assigned by the Chief, shall act as an advisor and provide assistance to school administrators regarding traffic control and parking issues on campus and the surrounding area.
9. The Police Officer shall work in coordination with Chief to present class room instruction to staff and students on law enforcement related topics.
10. The Police Officer, at the direction of the Chief, shall assist in the programs of drug awareness and drug prevention for the purpose of helping students, parents, employees, and the community in the difficult task of fighting drug abuse in our community.
11. The Police Officer, in conjunction with the Chief, shall review crime reports and other reports to assess crime and traffic problems or potential problems at assigned schools and the surrounding area.
12. The Police Officer shall provide coverage for special school functions including sporting events, performances, after-hours meetings, etc.
13. The Police Officer shall work with Chief, staff, and students to resolve school safety issues.
14. The Police Officer, as directed by the Chief shall be a liaison for the school, police, probation, and the community to keep all informed of activities of others who may be at risk or inclined to cause problems or commit crimes.
15. The Police Officer may testify in court proceedings for the purpose of providing information and documentation of illegal activity if so directed by the Chief.
16. The Police Officer shall work with administration, students and families to promote positive student conduct and optimal attendance.
17. The Police Officer shall assist, as directed by the Chief or School Administration, in investigations. School officials will relinquish authority IF necessary or needed.
18. The Police Officer shall perform other duties as assigned by the Chief or the superintendent for the purpose of ensuring the effective and efficient functioning of the work unit.

Uniform and Equipment

The Police Officer will wear a regular police officer uniform. More casual attire may be worn, with the permission of the Police Officer's supervisor, when the Police Officer is participating in school activities that make wearing a uniform impractical.

The Police Officer will be provided with all necessary equipment related to job duties by Rossville Consolidated School District as determined by the Chief of Police.

The Police Officer will be provided with the necessary work material to effectively perform the position.

On-Duty Status

The Police Officer normal work schedule shall be outlined by the Chief of RCSD Police Department. The Police Officer is expected to leave information for school officials and his/her supervisor regarding his/her whereabouts when off campus. The Police Officer shall perform other duties, as assigned by the superintendent or the Chief, or out of necessity as to fulfill the requirements of the position.

When school is not in session (i.e. holidays, summer vacation, etc.) the Police Officer will be notified of his duty assignment.

Training

The Police Officer will be required to meet all requirements set forth by the State of Indiana Law Enforcement Training Board, for continued patrol certification (firearm certification, physical ability, etc.). These required certifications will be offered to the Police Officer in the same manner as any other officer in the state of Indiana.

Additional Requirements

The Police Officer may be asked to meet additional requirements as set forth by the Rossville Consolidated School District.

**Rossville Consolidated School District
Job Description**

Job Title: Classified – Police - School Resource Officer (SRO)
Reports To: Chief of Police (Chief)
Approved By: Board of Education **Approval Date:** November 6, 2018

Purpose Statement

The primary duty of the School Resource Officer (SRO) is to serve Rossville Schools as a police officer and to enforce all municipal, state, and federal laws. The officer is expected to create relationships with stakeholders (school administrators, parents, students, and the greater community), formulate crime prevention tactics, and make himself or herself available for meetings regarding law enforcement - related topics.

Relationships

It is most important that the SRO become acquainted with school officials and understand school priorities and procedures, as well as state and local laws relevant to school safety and order. The SRO may also attend faculty meetings, assemblies, and shall visit classrooms. He/she will work with school officials in building positive relationships. The SRO shall conduct himself/herself in a manner that will reflect favorably on the School District. Conduct above reproach is mandatory. He/she must be a positive role model, serving as a good example of the professional law enforcement officer. The SRO shall show respect for students and parents and display fairness and consistency in handling issues that occur.

Essential Functions

The list of duties and responsibilities is illustrative only, and is not a comprehensive listing of all duties and responsibilities performed by this position.

1. The SRO shall build positive working relationships with school principals, staff, students, and parents to develop a positive law enforcement/education relationship.
2. The SRO shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.
3. The SRO shall investigate promptly and diligently all cases of criminal activity occurring at assigned schools if assigned by the Chief or Superintendent.
4. The SRO shall work within the framework of the local school system to provide conflict resolution and corrective verbal redirection for students.
5. The SRO shall provide a positive, visible law enforcement presence within the school community by being appropriately dressed, in full uniform, and at all times identifiable as a police officer.
6. The SRO shall assist the Chief in the coordination of School Resource Officers from neighboring communities to enhance program delivery and success.

7. The SRO shall act as a resource to students, teachers, staff, and parents for agencies that offer assistance to youths and their families (i.e., mental health clinics, drug treatment centers, wrap-around services, etc.).
8. The SRO shall patrol school facilities (grounds, roads, buildings, etc.) for the purpose of providing administrative visibility, maintaining security, and deterring crime.
9. The SRO, as assigned by the Chief, shall act as an advisor and provide assistance to school administrators regarding traffic control and parking issues on campus and the surrounding area.
10. The SRO shall work in coordination with the Chief to present classroom instruction to staff and students on law enforcement related topics.
11. The SRO, at the direction of the Chief, shall assist in the programs of drug awareness and drug prevention for the purpose of helping students, parents, employees, and the community in the difficult task of fighting drug abuse in our community.
12. The SRO, in conjunction with the Chief, shall review crime reports and other reports to assess crime and traffic problems or potential problems at assigned schools and the surrounding area.
13. The SRO shall provide coverage for special school functions including sporting events, performances, after-hours meetings, etc.
14. The SRO shall work with Chief, staff, and students to resolve school safety issues.
15. The SRO, as directed by the Chief, shall assist in the development and updating of school emergency response plans.
16. The SRO, along with the Chief, shall be a liaison for the school, police, probation, and the community to keep all informed of activities of others who may be at risk or inclined to cause problems or commit crimes.
17. The SRO may testify in court proceedings for the purpose of providing information and documentation of illegal activity if so directed by the Chief.
18. The SRO shall work with administration, students, and families to promote positive student conduct and optimal attendance.
19. The SRO shall assist, as directed by the Chief or School Administration, in investigations. School officials will relinquish authority IF necessary or needed.
20. The SRO shall perform other duties as assigned by the Chief or the superintendent for the purpose of ensuring the effective and efficient functioning of the work unit.

Uniform and Equipment

The SRO will wear a regular police officer uniform. More casual attire may be worn, with the permission of the SRO's supervisor, when the SRO is participating in school activities that make wearing a uniform impractical.

The SRO will be provided with all necessary equipment related to job duties by Rossville Consolidated School District.

The SRO will be provided with the necessary work material to effectively perform the position.

On-Duty Status

The SRO's work schedule shall be outlined by the Chief of RCSD Police Department. The SRO is expected to leave information for school officials and his/her supervisor regarding his/her whereabouts when off campus. The SRO shall perform other duties, as assigned by the Chief or the superintendent, or out of necessity as to fulfill the requirements of the position.

When school is not in session (i.e. holidays, summer vacation, etc.) the SRO will be notified of his/her duty assignment.

Training

The SRO will be required to meet all requirements set forth by the State of Indiana Law Enforcement Training Board, for continued patrol certification (firearm certification, physical ability, etc.). These required certifications will be offered to the SRO in the same manner as any other officer in the state of Indiana.

The SRO must maintain certification as a School Resource Officer.

Additional Requirements

The School Resource Officer (SRO) may be asked to meet additional requirements as set forth by the Rossville Consolidated School District.

**HANDBOOK
FOR CLASSIFIED
EMPLOYEES**

CHIEF OF POLICE

4

ROSSVILLE CONSOLIDATED SCHOOL DISTRICT

2018-2019

HANDBOOK FOR CLASSIFIED STAFF

CHIEF OF POLICE

Effective: January 7, 2019

It is the policy of the Rossville Consolidated School District not to discriminate on the basis of race, color, religion, sex, national origin, or handicapping condition including limited English proficiency, in its educational programs or employment policies as required by state and federal laws.

CHIEF OF POLICE

1. FINANCIAL COMPENSATION:

1.1. General Philosophy:

Staff members employed within the District are qualified when hired for a particular position. Once hired the employee is expected to grow professionally within the duty assignment. Employees are expected to be proficient in their responsibilities and provide leadership to others. The Board of Education shall hold the responsibility for establishing the rate of pay for classified employees.

1.2. Pay Rate:

The Chief of Police (Chief) shall be paid a salary of twenty-one thousand dollars (\$21,000) for his service from January 7, 2019 until June 30, 2019, for one-hundred 100 contracted days.

The Chief shall be paid not less than forty-two thousand dollars (\$42,000) for the 2019-2020 fiscal year, July 1, 2019 until June 30, 2020, for two-hundred contracted days .

1.3 Pay Schedule

The Chief shall be paid in equal installments on a schedule fixed for all employees of the Board.

2. BENEFITS:

2.1. Leaves:

The Chief's leave shall be calculated from July 1 until June 30 each year. Leave for January 7, 2019, through June 30, 2019, shall be prorated. Beginning July 1, 2019, the Chief will receive full leave benefits as outlined in Sections 2.1.1. through 2.1.5 of this handbook.

2.1.1. Personal Leave

- 2.1.1.1 Full-time classified employees shall be granted two (2) personal days per year. The leave shall be taken in at least one-half (½) day increments.
- 2.1.1.2 This leave is to be used for matters which cannot be scheduled outside regular work hours.
- 2.1.1.3 Notification of the employee's desire to take personal leave shall be made to the employee's supervisor and approved by the supervisor prior to such leave except in cases of an emergency.
- 2.1.1.4 Personal leave not used during any year shall be added to accumulated sick leave at the end of that year and counted as sick leave thereafter unless the sick leave days accumulated is already at the maximum of 90 days.

CHIEF OF POLICE

2.1.2. Sick Leave

2.1.2.1 Full-time classified employees shall be allowed five (5) days per year for sickness. The leave shall be taken in at least ½ day increments.

2.1.2.2 "Sickness" for purposes of interpretation shall mean sickness of anyone in the employee's immediate family. Immediate family shall include spouse, children, mother, father, sister, brother, or any other member of the family unit living in the same household.

2.1.2.3 Appointments with a doctor shall fall into the category of sickness.

2.1.2.4 Unused sick leave shall accumulate to 90 days.

2.1.3. Jury Duty

Whenever an employee serves jury duty the employee will be paid his/her full pay less the amount the employee is paid for the jury service.

2.1.4. Bereavement Leave

2.1.4.1. In case of a death in the immediate family, the employee shall be entitled to be absent from work without loss of compensation for a period of not more than five (5) days. Immediate family shall include spouse, children, mother, father, sister, brother, corresponding step relatives, corresponding in-laws, or any other member of family unit living in the same household.

2.1.4.2. In case of a death of grandparents, grandchildren, aunt, uncle, niece, nephew, or cousin, the employee shall be entitled to be absent from work without loss of compensation for a period of not more than two (2) days.

2.2. Insurance

New employees will be insured at the beginning of the first day of the month following employment. In cases when an employee resigns during the school year, his/his insurance will be dropped at the end of the month in which employment was severed.

CHIEF OF POLICE

2.2.1. Term Life Insurance

The school district will provide a \$50,000 term life insurance policy for each full-time classified employee. The school district does not provide life insurance for part-time employees. The employee pays \$1.00 per year for his/her coverage.

2.2.2. Health Insurance

The Board's contribution to the cost of Chief's health insurance premiums shall be 1.087 times the board's contribution to teacher health insurance rounded to the next highest whole dollar for either a single or family plan. The Chief shall pay not less than one (1) dollar per year for the health insurance coverage he elects.

2.2.3. Section 125

The benefits provided to employees by Section 125 of the Revenue Act of 1978, both generation I and generation II, shall be made available. Any start-up cost and annual fee (if charged) will be paid by the school district and the monthly administrative fee will be paid by participating employees.

2.2.4. Long-term Disability Insurance

The School District will provide a group income protection plan for full-time employees. The school district does not provide long-term disability insurance for part-time employees. The plan shall guarantee an income in case of total disability to age 65 after a 90-day waiting period, the amount of income, including social security, being 66% of the income on the annual school year salary that is in effect on January 1.

3. WORK DAYS & HOURS:

The work day shall be prescribed by and hours set by the Superintendent, and within the parameters as approved by the Board of Education.

3.1. Work Days

3.1.1. The Chief shall have one hundred (100) scheduled work days from January 7, 2019, through June 30, 2019. The Chief will have two hundred (200) scheduled work days for the 2019-2020 school year which would consist of 186 teacher contract days, and fourteen (14) additional days as prescribed by the Superintendent. The scheduled work day: which include personal leave days pursuant to paragraph 2.1.1., sick leave days pursuant to paragraph 2.1.2., and any other paid leave pursuant to paragraph 2.1 of this Handbook. The leave days within the one-hundred (100) days for January 7, 2019, through June 30, 2019, shall be prorated.

CHIEF OF POLICE

3.2. Hours

3.2.1. Work Days 7:30 - 4:00 1/2 hour for lunch

*Note: The Chief's hours may be adjusted as duties dictate as determined by the Superintendent of Schools or out of the necessity to fulfill the responsibilities of the position.

4. eLEARNING DAYS:

Classified employees will follow the Board adopted policies and procedures concerning instructional days determined to be eLearning Days.

5. EMPLOYEE CLASSIFICATION:

The Chief is classified as an At-Will employee. This means that the employment is not for a specific duration and that the employee may be discharged from employment at any time, with or without cause, and without right of hearing by or appeal to the Board of Education or any other entity. The employee may also terminate his/her employment at any time, upon two weeks advance notice to his/her supervisor.

6. UNIFORM AND EQUIPMENT:

The Chief will wear a school approved police officer uniform and drive a fully equipped patrol vehicle. More casual attire may be worn, with the permission of the Superintendent, when the Chief is participating in school activities that make wearing a uniform impractical.

The Chief will be provided with all necessary equipment related to job duties by Rossville Consolidated School District.

The Chief will be provided with a school district work area, cellular phone stipend, and computer.

7. TRAINING & CERTIFICATIONS:

The Chief will be required to meet all requirements set forth by the State of Indiana Law Enforcement Training Board, for continued patrol certification (firearm certification, physical ability, etc.). These required certifications will be offered to the Chief in the same manner as any other officer in the state of Indiana.

The Chief shall secure certification as a School Resource Officer within six (6) months of employee start date. The Chief must maintain certification as a School Resource Officer and as an Indiana School Safety Specialist.

**EMPLOYMENT
OF
CHIEF OF POLICE**

5



ROSSVILLE CONSOLIDATED SCHOOL DISTRICT

James W. Hanna, Ph.D., *Superintendent*

One Robert Egly Drive • P.O. Box 11 • Rossville, Indiana 46065

Telephone: 765-379-2990 • Fax: 765-379-3014 • jhanna@rcsd.k12.in.us

TO: Board of Education
FROM: Dr. Jim Hanna, Superintendent *J. Hanna*
RE: Chief of Police Recommendation
DATE: December 10, 2018

The Board of Education authorized the establishment of the Rossville Consolidated School District Police Department, pursuant to Indiana Code 20-26-16, at their November 6, 2018 meeting. The Board approved the job description for the Chief of Police and authorized me to purchase the necessary equipment and ensure proper training of the Chief as related to the job duties within the Police Department. The position of Chief of Police was posted and we received three applicants. Two were current certified police officers.

It is with great pleasure that I recommend Mr. Joseph Mink for the position of Chief of Police for the RCSD Police Department. Mr. Mink has extensive experience as a police officer, serving the last 25 years with the Clinton County Sheriff's Office as a Deputy Sheriff completing his duties as Chief Deputy. Furthermore, Mr. Mink has developed relationships with students and staff of Rossville Schools while serving as a Deputy and a D.A.R.E. officer with several classes of students. His understanding of our clientele and ability to develop relationships with both students and parents is a major reason he was selected.

I would like to recommend Mr. Mink for the position with the salary and benefits as outlined in the Handbook for Classified Staff – Chief of Police. It is my full expectation that he would be able to begin his duties effective January 7, 2019. Thank you for your consideration and your willingness to put the safety of students at the forefront of our operation.

Joseph Mink

jmink54@gmail.com
(h) 765.654.3617

1202 E County Rd 700 N
Frankfort, IN 46041

Education

Jul 1978 - Dec 1978 Law Enforcement Certification - Plainfield, IN
Associates; Indiana Law Enforcement Academy
GPA: 3.0

Work Experience: Other

Jun 1993 - Present CLINTON COUNTY SHERIFF'S OFFICE - FRANKFORT, IN
Deputy Sheriff
• Interact with the public
• Community Policing Activity
• Criminal Law Enforcement
• Emergency Vehicle Operation

Feb 1977 - May 1992 FRANKFORT POLICE DEPARTMENT - FRANKFORT, IN
Patrol Officer
• Interact with the public
• Community Policing Activity
• Criminal Law Enforcement
• Emergency Vehicle Operation

May 1973 - Feb 1977 MACY MATERIALS - FRANKFORT, IN
Operating Engineer
• Operate heavy equipment
• Plant maintenance

Special Skills

Heavy Machinery Operator

Grant Writing

Firearms Certified

Ability to Balance Budgets and costs

Emergency Vehicle Operations

Public Relations

Certified Field Training Officer

References

Mark Mitchell (Colleague)
Town Marshal
Mulberry Police Department
128 S Glick St
Mulberry, IN
twnmlny@mintel.net
765.296.2455

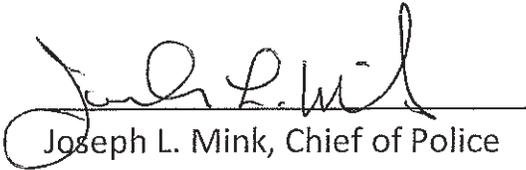
Travis Harris (Colleague)
Town Marshal
Rossville Police Department
20 E Ramey St
Rossville, IN
Rossville@geetel.net
765.491.6364

**OATH OF OFFICE
CHIEF OF POLICE**

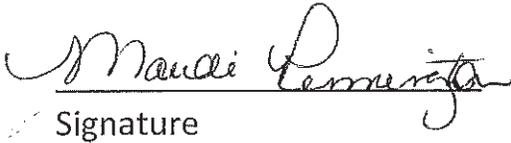
6

OATH OF OFFICE – CHIEF OF POLICE
ROSSVILLE CONSOLIDATED SCHOOL DISTRICT
STATE OF INDIANA

I, Joseph L. Mink, do solemnly swear that I will support the Constitution of the State of Indiana, and I will faithfully and impartially discharge the duties of Chief of Police for the Rossville Consolidated School District, State of Indiana, according to the best of my skill and ability, so help me God.


Joseph L. Mink, Chief of Police

Subscribed and sworn to and before me this 8th day of January, 2019.


Signature

Mandi Pennington
Printed Name

Treasurer
Title

If the person administering the oath is a notary public, add the county of residence and the date of expiration of commission:

COUNTY OF RESIDENCE: Clinton

DATE COMMISSION EXPIRES: June 5, 2022

**INDIANA
LAW
ENFORCEMENT
ACADEMY**

**PERMISSION TO CREATE
POLICE DEPARTMENT**

7



ROSSVILLE CONSOLIDATED SCHOOL DISTRICT

James W. Hanna, Ph.D., *Superintendent*

One Robert Egly Drive • P.O. Box 11 • Rossville, Indiana 46065

Telephone: 765-379-2990 • Fax: 765-379-3014 • jhanna@rcsd.k12.in.us

December 19, 2018

Indiana Law Enforcement Academy
Tim Horthy, Executive Director
PO Box 313
5402 Sugar Grove Road
Plainfield, Indiana 46168-0313

Dear Mr. Horthy:

On November 6, 2018, the Rossville Consolidated School District Board of Trustees established the Rossville Consolidated School District (RCSD) Police Department in accordance with Indiana Code 20-26-16. After the establishment of the RCSD Police Department, the office of Chief of Police was established.

The Board has approved Joseph L. Mink, PSID: 1901-1815-1504-E, the Chief of Police of the RCSD Police Department at the December 18, 2018 board meeting. Officer Mink has been found to be up-to-date in all law enforcement certifications.

Enclosed is the Rossville Consolidated School District board resolution from the November 6, 2018, meeting establishing the RCSD Police Department

Please contact the undersigned with any questions.

With Regards,

Joe Hufford, President
RCSD Board of Trustees
765-237-9053

James W. Hanna, Superintendent
Rossville Consolidated School District
765-242-4655

Enclosure: Board Resolution

RESOLUTION ESTABLISHING

**The Operating Authorization for
The Rossville Consolidated School District Police Department.**

WHEREAS, Indiana Code 20-26-16 authorizes the Board of School Trustees of an Indiana public school corporation such as the Rossville Consolidated School District (RCSD) to establish a school police department;

WHEREAS, the Board of School Trustees finds that this legislation creates an opportunity to achieve greater coordination of the various individuals supporting student and staff safety and premises security in the Rossville Consolidated Schools;

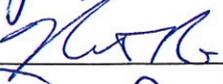
WHEREAS, the Board of School Trustees recognizes the importance of establishing and maintaining rigorous standards for the selection, training, and supervision of persons with police powers operating in a school community environment;

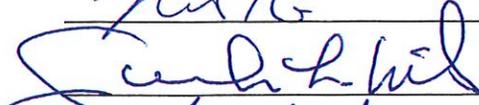
NOW THEREFORE; the Board of School Trustees of the Rossville Consolidated School District resolves that:

1. The Rossville Consolidated School District Police Department is hereby created pursuant to the authority and standards contained in Indiana Code 20-26-16.
2. The position of "Chief of Police" for the Rossville Consolidated School District is hereby created. The Chief of Police shall serve as the chief executive officer for the "RCSD Police Department". The position shall be an at-will non-certified supervisory position and shall report to and work under the supervision of the Superintendent of Schools and/or designee.
3. All RCSD Police Department personnel must be certified and trained by the authority of the Indiana Law Enforcement Training Board.
4. Prior to the activation of the RCSD Police Department, the School Board of Trustees for the RCSD must provide, by a vote in a public meeting, the authorization to place into active duty status the RCSD Police Department.

Approved this date November 6, 2018.


_____, **President**


_____, **V President**


_____, **Secretary**


_____, **Member**


_____, **Member**



Mandi Pennington <mpennington@rcsd.k12.in.us>

RE: Rossville Schools

1 message

Horty, Timothy M (Tim) <THorty@ilea.in.gov>
To: Mandi Pennington <mpennington@rcsd.k12.in.us>

Wed, Dec 19, 2018 at 1:37 PM

Thanks Mandi, I will look for your letter.

From: Mandi Pennington [<mailto:mpennington@rcsd.k12.in.us>]
Sent: Wednesday, December 19, 2018 7:21 AM
To: Horty, Timothy M (Tim) <THorty@ilea.IN.gov>
Subject: Rossville Schools

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Mr. Horty,
Good day!

Attached is a letter detailing the establishment of the Rossville Consolidated School District Police Department and resolution pertaining to same.

I will send the original letter in the US Mail today.

Please let me know if you need additional information.

Happiest of Holidays to you and yours!

--

Mandi Pennington

Treasurer

Rossville Consolidated School District

765-379-2990, ext. 710

CONFIDENTIALITY/PRIVACY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and/or privileged information as defined by State and Federal laws. If you are not the intended recipient or an agent of the intended recipient, you are hereby notified that you received this message in error and any review, disclosure, copying, printing, distribution, dissemination, or the taking of any action in reliance on the contents of the information contained herein is strictly prohibited. If you received this e-mail message in error, please notify the sender by return e-mail, and immediately and permanently delete the original from your computer and destroy all copies of this communication. Thank you.

PLEASE NOTE: This e-mail message, and any response to it, shall be archived for later retrieval and is subject to retention, disclosure, and disposal in accordance with Board Policy and State law.

**MUTUAL AID
AGREEMENT
WITH
LAW
ENFORCEMENT**

8

Carroll County Sheriff's Office

Mutual Aid Agreement between the Rossville Consolidated School District Police Department and the Carroll County Sheriff's Office

WHEREAS, certain local law enforcement agencies within Carroll County, Indiana, desire to mutually obtain and provide additional police protection and related support in times of emergency; and

WHEREAS, said law enforcement agencies wish to contract with each other to provide for mutual assistance and interchange, and use of their police personnel and equipment in times of emergency within the territories of the parties hereto; and

WHEREAS, Indiana Code specifically authorizes local governmental units, school districts, and law enforcement agencies to enter into mutual police aid agreements;

NOW, THEREFORE, BE IT RESOLVED by and among the parties hereto that any number of elected officials, governmental units, school districts, and law enforcement agencies within Carroll County, Indiana, including school police departments, may become parties to this Agreement by appropriate authorization and execution of a copy hereof by the elected official, or by the respective head of said governmental units or school districts, and by depositing a copy with the Carroll County Commissioners at the Carroll County Courthouse. The Carroll County Commissioners shall immediately send to each new party to this Agreement a copy of each signed Agreement and a list indicating the names of the governmental units, law enforcement agencies, and school districts which have executed the Agreement, and shall send thereafter to each party a current list of parties to this Agreement. The Carroll County Commissioners shall also provide the Prosecuting Attorney of Carroll County with a current list of all parties to this Agreement.

The parties hereto mutually agree as follows:

1. All parties agree that all calls for assistance pursuant to this Agreement shall be upon the direction of the senior on-duty officer in charge of the law enforcement agency requesting assistance to the senior on-duty officer(s) in charge of the law enforcement agency(s) from which assistance is requested. Such senior on-duty officer shall perform any duties imposed by law upon the Carroll County Sheriff, or the Chief of Police of the Rossville Consolidated School District Police Department, in regards to responding to a request for assistance under the terms of this Agreement.
2. When the senior on-duty officer in charge of any law enforcement agency which is a party to this Agreement calls for assistance, he/she shall state the specific equipment and manpower needed, and shall give explicit directions as to the location where assistance is required.

3. Each party to this Agreement will respond with such police equipment and manpower as is requested, if available, by the senior on-duty officer in charge of the law enforcement agency of any other party to this Agreement. However, such response will only be to the extent that, in the judgment of the senior on-duty officer in charge of the law enforcement agency receiving the request, such request would not impede the proper protection of the receiving agency's own territory. In the event that the senior on-duty officer in charge of the law enforcement agency which receives the request determines that all of the equipment and manpower as requested cannot be provided consistent with the proper protection of his/her own territory, said party shall provide as much equipment and manpower as deemed advisable under the circumstances.

4. In any situation in which additional assistance is called pursuant to the terms of this Agreement, the senior on-duty officer in charge of the requesting department shall have full charge and authority over any responding agency equipment and personnel. No Oath of Office need be administered to responding police officers by the authorities of the requesting jurisdiction when the performance of the officers' duties within such other jurisdiction is pursuant to this Agreement. Such officers shall have the same powers of enforcement and arrest as if acting within their own jurisdictions.

5. The senior on-duty officer in charge of the requesting department shall determine the radio frequency upon which mutual assistance radio communications will be transmitted. Radio communications will be transmitted in clear speech.

6. Notwithstanding the requirement for the approval of the senior on-duty officer as contained herein, the provisions of the Agreement shall also apply to an officer who responds, in accordance with the operating procedures of his/her employing law enforcement agency, to an emergency call for assistance from another officer, outside of the responding officer's jurisdiction.

7. No charges shall be made to any party hereto for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration.

8. In no case shall the party herein called upon, or rendering such service, be liable in damages to any other party hereto, or contractual obligees, for failure to answer any police call for assistance, for lack of speed in answering such call, for any inadequacy of equipment or negligent operation of equipment, or for any cause whatsoever growing out of use of such police equipment and personnel. Neither shall the party which issued such call be liable in any manner for damages, loss of equipment or personnel, or personal injuries suffered by the party answering such call. Each party shall assume the cost of damage or loss of equipment or apparatus that it may incur while in the other party's municipality or territory, or while responding to a call pursuant to the terms of this Agreement.

9. This Agreement reflects the most comprehensive countywide system of mutual police aid permitted by Indiana law. It shall be reviewed annually by the Carroll County Sheriff and the Chief of Police of the Rossville Consolidated School District Police Department, either of whom may propose revisions to the Agreement. All parties hereto, and the Carroll County Commissioners, shall be notified of any proposed revision(s) to the Agreement. Revisions must be ratified by all parties to the Agreement, either by the implementation of a new Agreement or by the signing of an addendum to the current Agreement.

10. This Agreement shall remain in effect indefinitely with respect to each party hereto. Any party may withdraw from the Agreement upon the giving of at least three months written notice of its intention to withdraw to each current party.

11. This Agreement shall become operative as to the undersigned party when deposited with the Carroll County Commissioners.

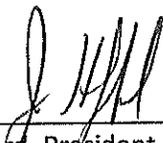
12. This Agreement may be executed in multiple counterparts.

13. Each individual signing this agreement represents to the other party that he or she is duly authorized to execute this agreement by proper resolution of the governmental entity for which he or she is signing, and that he or she has full power and authority to execute this agreement.

IN WITNESS THEREOF,

Tobe Leazenby, Sheriff
Carroll County Sheriff Office

Date _____



Joe Hufford, President
Board of School Trustees
Rossville Consolidated School District

Date 3.5.19 _____

Clinton County Sheriff's Office

Mutual Aid Agreement between the Rossville Consolidated School District Police Department and the Clinton County Sheriff's Office

WHEREAS, certain local law enforcement agencies within Clinton County, Indiana, desire to mutually obtain and provide additional police protection and related support in times of emergency; and

WHEREAS, said law enforcement agencies wish to contract with each other to provide for mutual assistance and interchange, and use of their police personnel and equipment in times of emergency within the territories of the parties hereto; and

WHEREAS, Indiana Code specifically authorizes local governmental units, school districts, and law enforcement agencies to enter into mutual police aid agreements;

NOW, THEREFORE, BE IT RESOLVED by and among the parties hereto that any number of elected officials, governmental units, school districts, and law enforcement agencies within Clinton County, Indiana, including school police departments, may become parties to this Agreement by appropriate authorization and execution of a copy hereof by the elected official, or by the respective head of said governmental units or school districts, and by depositing a copy with the Clinton County Commissioners at the Clinton County Courthouse. The Clinton County Commissioners shall immediately send to each new party to this Agreement a copy of each signed Agreement and a list indicating the names of the governmental units, law enforcement agencies, and school districts which have executed the Agreement, and shall send thereafter to each party a current list of parties to this Agreement. The Clinton County Commissioners shall also provide the Prosecuting Attorney of Clinton County with a current list of all parties to this Agreement.

The parties hereto mutually agree as follows:

1. All parties agree that all calls for assistance pursuant to this Agreement shall be upon the direction of the senior on-duty officer in charge of the law enforcement agency requesting assistance to the senior on-duty officer(s) in charge of the law enforcement agency(s) from which assistance is requested. Such senior on-duty officer shall perform any duties imposed by law upon the Clinton County Sheriff, or the Chief of Police of the Rossville Consolidated School District Police Department, in regards to responding to a request for assistance under the terms of this Agreement.
2. When the senior on-duty officer in charge of any law enforcement agency which is a party to this Agreement calls for assistance, he/she shall state the specific equipment and manpower needed, and shall give explicit directions as to the location where assistance is required.

3. Each party to this Agreement will respond with such police equipment and manpower as is requested, if available, by the senior on-duty officer in charge of the law enforcement agency of any other party to this Agreement. However, such response will only be to the extent that, in the judgment of the senior on-duty officer in charge of the law enforcement agency receiving the request, such request would not impede the proper protection of the receiving agency's own territory. In the event that the senior on-duty officer in charge of the law enforcement agency which receives the request determines that all of the equipment and manpower as requested cannot be provided consistent with the proper protection of his/her own territory, said party shall provide as much equipment and manpower as deemed advisable under the circumstances.

4. In any situation in which additional assistance is called pursuant to the terms of this Agreement, the senior on-duty officer in charge of the requesting department shall have full charge and authority over any responding agency equipment and personnel. No Oath of Office need be administered to responding police officers by the authorities of the requesting jurisdiction when the performance of the officers' duties within such other jurisdiction is pursuant to this Agreement. Such officers shall have the same powers of enforcement and arrest as if acting within their own jurisdictions.

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6. Notwithstanding the requirement for the approval of the senior on-duty officer as contained herein, the provisions of the Agreement shall also apply to an officer who responds, in accordance with the operating procedures of his/her employing law enforcement agency, to an emergency call for assistance from another officer, outside of the responding officer's jurisdiction.

7. No charges shall be made to any party hereto for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration.

8. In no case shall the party herein called upon, or rendering such service, be liable in damages to any other party hereto, or contractual obligees, for failure to answer any police call for assistance, for lack of speed in answering such call, for any inadequacy of equipment or negligent operation of equipment, or for any cause whatsoever growing out of use of such police equipment and personnel. Neither shall the party which issued such call be liable in any manner for damages, loss of equipment or personnel, or personal injuries suffered by the party answering such call. Each party shall assume the cost of damage or loss of equipment or apparatus that it may incur while in the other party's municipality or territory, or while responding to a call pursuant to the terms of this Agreement.

9. This Agreement reflects the most comprehensive countywide system of mutual police aid permitted by Indiana law. It shall be reviewed annually by the Clinton County Sheriff and the Chief of Police of the Rossville Consolidated School District Police Department, either of whom may propose revisions to the Agreement. All parties hereto, and the Clinton County Commissioners, shall be notified of any proposed revision(s) to the Agreement. Revisions must be ratified by all parties to the Agreement, either by the implementation of a new Agreement or by the signing of an addendum to the current Agreement.

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11. This Agreement shall become operative as to the undersigned party when deposited with the Clinton County Commissioners.

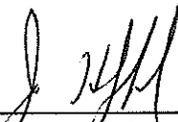
12. This Agreement may be executed in multiple counterparts.

13. Each individual signing this agreement represents to the other party that he or she is duly authorized to execute this agreement by proper resolution of the governmental entity for which he or she is signing, and that he or she has full power and authority to execute this agreement.

IN WITNESS THEREOF,

Rich Kelly, Sheriff
Clinton County Sheriff Office

Date _____



Joe Hufford, President
Board of School Trustees
Rossville Consolidated School District

Date 3.5.19

Rossville Police Department

Mutual Aid Agreement between the Rossville Consolidated School District Police Department and the Rossville Police Department

WHEREAS, certain local law enforcement agencies within Clinton County, Indiana, desire to mutually obtain and provide additional police protection and related support in times of emergency; and

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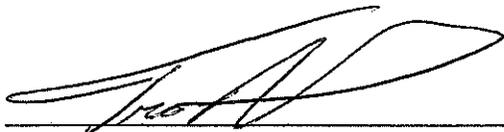
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12. This Agreement may be executed in multiple counterparts.

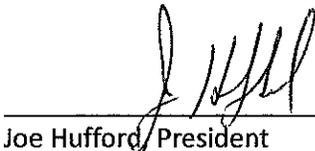
13. Each individual signing this agreement represents to the other party that he or she is duly authorized to execute this agreement by proper resolution of the governmental entity for which he or she is signing, and that he or she has full power and authority to execute this agreement.

IN WITNESS THEREOF,



Travis Harris, Marshal
Town of Rossville

Date 2-11-2019



Joe Hufford, President
Board of School Trustees
Rossville Consolidated School District

Date 3.5.19

**COUNTY BASED
COMPUTER
AIDED
DISPATCH**

**ELIMINATES PAPER TO
PROSECUTOR**

9

Quote Expiration Date June 30, 2019

Quote Number 2019-2231

▶ **services included**

- ▶ First-Year Maintenance – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year. Second-year maintenance is estimated below.
- ▶ Project Management and Installation – A Project Manager will be assigned to be your single point of contact to coordinate our expert installation and training staff to ensure a smooth upgrade transition.
- ▶ Training – Whether it's on-site, web based, or via our training database, if training is required for this purchase, all of the necessary training costs are included in this quote.

▶ **modules included**

package quote

\$2,890

- ▶ Hub (Names, Vehicles, Property, Wanted Persons, Reports)
- ▶ Law Records
- ▶ Mobile Voiceless CAD
- ▶ Mobile Local RMS Queries
- ▶ Mobile State & National Queries
- ▶ Spillman Touch
- ▶ 1 Passkey Device

Upon signature by Customer below, Customer agrees to purchase the licenses, products and/or services upon the terms as quoted in this document by Spillman, and this document shall constitute an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of such Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted in this document.

Training to be provided by Clinton County SO

Rossville Consolidated School Police Departmen

Customer's Name

By:

Authorized representative of Customer

JAMES W. HAANA, Superintendent

Print Name and Title

1/11/2019

Date

Estimated 2nd-year maintenance \$342

Standard payment terms include full-project invoicing upon document processing. Any non-standard payment terms must be included in writing above. Confidential and proprietary information of Spillman Technologies, Inc. © 2010

**EXHIBIT D
TO SPILLMAN PURCHASE AND LICENSE AGREEMENT**

**SHARED AGENCY
LICENSE AGREEMENT**

(10/07/2013)

This Shared Agency License Agreement (the "Agreement"), together with the Spillman Purchase and License Agreement (the "License Agreement"), constitutes one integrated agreement and is the complete and exclusive statement of Spillman's obligations and responsibilities with regard to licensing software. All capitalized terms used and not otherwise defined therein shall have the definitions given to such terms in the License Agreement.

Definitions:

Shared Agency. A "Shared Agency" is an agency that has purchased the right and license to use the same copy of the Spillman Software currently licensed by another agency (Host Agency).

Host Agency. "Host Agency" is a current Spillman licensee, as set forth below, that is authorized by Spillman and has agreed to "share" the use of the Spillman Software with the Shared Agency.

Section 1: License.

- 1.1 Spillman grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software and related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified herein. Shared Agency agrees to comply with all such terms and conditions.
- 1.2 This Agreement will terminate automatically if and when the License Agreement terminates for any reason. Spillman or the Host Agency may terminate this Agreement and license at any time if Shared Agency breaches the license terms. The Host Agency may terminate this Agreement at any time upon ninety (90) days prior written notice to Spillman and Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 1.3 Shared Agency may not assign or transfer this Agreement to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Spillman, which shall not be unreasonably withheld.

Section 2: Scope of Rights.

- 2.1 Shared Agency understands that, unless otherwise agreed in writing by the parties, all assistance and support for the Software may be obtained only through the Host Agency. This Agreement does not entitle Shared Agency to any Spillman services beyond the license to use the Software.
- 2.2 The warranty term for the Software is limited to the remaining warranty term granted under the Host Agency's License Agreement.

Accepted and Approved:

Rossville Consolidated School PD

By: _____
Print Name: James W. Hanna
Title: Superintendent
Date: 1/11/2019

Spillman Technologies, Inc.

By: _____
Print Name: Joe Lunt
Title: Vice President
Date: _____

Clinton County Sheriff's Office

By: _____
Print Name: _____
Title: _____
Date: _____

**INDIANA DATA
AND
COMMUNICATION
SYSTEM**

**PROVIDES A UNIQUE
NUMBER TO IDENTIFY YOUR
DEPARTMENT AS A POLICE
AGENCY**

10



ROSSVILLE CONSOLIDATED SCHOOL DISTRICT

James W. Hanna, Ph.D., *Superintendent*

One Robert Egly Drive • P.O. Box 11 • Rossville, Indiana 46065

Telephone: 765-379-2990 • Fax: 765-379-3014 • jhanna@rcsd.k12.in.us

January 11, 2019

Mike White, Major
IDACS Committee Chairman
Indiana State Police
Indiana Government Center North
100 North Senate Ave
Indianapolis, IN 46204-2259

RE: New Terminal Agency

Dear Major White:

The Rossville Consolidated School District Police Department was established and approved by the Board of Trustees on November 6, 2018, in accordance with Indiana Code 20-26-16. I have enclosed a copy of the board resolution. Joseph L. Mink was hired as Chief of Police at the regular session meeting of the board on December 18, 2018 and took the oath of office at the board meeting on January 8, 2019.

As Rossville Consolidated School District's Superintendent, I am requesting that our school's police department become an IDACS terminal agency and to receive our own ORI. We currently have one officer and he will be the sole operator of the terminal until other positions are added.

Please advise if further information is required to establish Rossville Consolidated School District Police Department as an IDACS terminal agency, complete with ORI.

Regards,

A handwritten signature in blue ink, appearing to read "Dr. Hanna", is written over a light blue circular stamp.

Dr. James W. Hanna
Superintendent

ENC: Resolution



ROSSVILLE CONSOLIDATED SCHOOL DISTRICT

James W. Hanna, Ph.D., *Superintendent*

One Robert Egly Drive • P.O. Box 11 • Rossville, Indiana 46065

Telephone: 765-379-2990 • Fax: 765-379-3014 • jhanna@rcsd.k12.in.us

January 11, 2019

John Clawson, Major
IDACS Committee Chairman
Indiana State Police
Indiana Government Center North
100 North Senate Ave
Indianapolis, IN 46204-2259

RE: New Terminal Agency

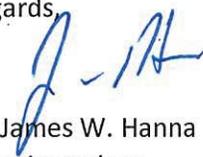
Dear Major Clawson:

The Rossville Consolidated School District Police Department was established and approved by the Board of Trustees on November 6, 2018, in accordance with Indiana Code 20-26-16. I have enclosed a copy of the board resolution. Joseph L. Mink was hired as Chief of Police at the regular session meeting of the board on December 18, 2018 and took the oath of office at the board meeting on January 8, 2019.

As Rossville Consolidated School District's Superintendent, I am requesting that our school's police department become an IDACS terminal agency and to receive our own ORI. We currently have one officer and he will be the sole operator of the terminal until other positions are added.

Please advise if further information is required to establish Rossville Consolidated School District Police Department as an IDACS terminal agency, complete with ORI.

Regards,


Dr. James W. Hanna
Superintendent

ENC: Resolution

December 11, 2019

John Clawson, Major
IDACS Committee Chairman
Indiana State Police
Indiana Government Center North
100 North Senate Ave
Indianapolis, IN 46204-2259

RE: New Terminal Agency

Dear Major Clawson:

The Rossville Consolidated School District Police Department was established and approved by the Board of Trustees on November 6, 2018, in accordance with Indiana Code 20-26-16. I have enclosed a copy of the board resolution. Joseph L. Mink was hired as Chief of Police at the regular session meeting of the board on December 18, 2018 and took the oath of office at the board meeting on January 8, 2019.

As Rossville Consolidated School District's Superintendent, I am requesting that our school's police department become an IDACS terminal agency and to receive our own ORI. We currently have one officer and he will be the sole operator of the terminal until other positions are added.

Please advise if further information is required to establish Rossville Consolidated School District Police Department as an IDACS terminal agency, complete with ORI.

Regards,

Dr. James W. Hanna
Superintendent

ENC: Resolution

March 15, 2010

John Clawson, Major
IDACS Committee Chairman
Indiana State Police
Indiana Government Center North
100 North Senate Ave
Indianapolis, IN 46204-2259

Re: New Terminal Agency

Dear Major Clawson:

The Clinton County Sheriff's Office, Frankfort Police Department and Frankfort Fire Department are consolidating to become Clinton County Central Dispatch. The center will be constructed in the lower level of the Clinton County Sheriff's Office. We are hoping to commence construction near the end of March and to be able to move into the facility in August.

As Director, I am requesting that our center become an IDACS terminal agency and to receive our own ORI. We will continue to have the same operator's that are currently employed by the City and the County. We will have additional IDACS training for at least four (4) people who will become cross trained that will merge from the Frankfort Fire Department.

The City of Frankfort and Clinton County have pledged and secured funding for this project for the next five (5) years with LOIT money. The Clinton County Commissioners have also authorized the use of all 911 funds to go towards this project.

The Clinton County Commissioners created a resolution establishing a Central Dispatch Board and authorizing and directing the performance of specific tasks by the Central Dispatch Board was signed on July 10, 2010. A copy of the resolution has been attached.

On March 15, 2010, the NCIC/IDACS Governing Board was created. The members of this board will consist of the Frankfort Police Chief, Clinton County Sheriff and I. I have also attached a copy of the control agreement. I will be the point of contact and you may reach me at 765-654-5563 at extension 230.

Sincerely,

Renee L. Crick, Director
Clinton County Central Dispatch

Joe,

This is a letter that
Renee sent, you can just
copy this. The 2nd letter
is the response you should get.

If you have any more
questions, let me know.

Thanks

Tami



TECHNICAL
AND
PROCEDURAL
COMMITTEE

Indiana Government Center North, 3rd Floor, 100 N. Senate Ave., Indianapolis, IN 46204-2259

April 14, 2010

Director Renee L. Crick
Clinton County Central Dispatch
301 East Walnut Street
Frankfort, Indiana 46041

Dear Director Crick:

Reference your request that an Originating Agency Identifier (ORI) be assigned to your agency.

FBI, NCIC has assigned the ORI of IN012013N to the Clinton County Central Dispatch Center.

Assignment of an ORI is acknowledgment that the agency in question meets the criteria of a "criminal justice agency" as defined by NCIC policy. Assignment of an ORI does not also mean the NCIC/IDACS may be used by an agency for any and all purposes connected with the agency's functions. You are requested to remind the appropriate agency personnel that use is restricted to criminal justice purposes or pursuant to a valid request from a designated Security Clearance Information Act (SCIA) agency.

Enclosed is a copy of the current Indiana Administrative Code pertaining to IDACS that should answer other administrative and security questions you may have. Also enclosed is a signed terminal agency agreement for your records.

If you have any questions, feel free to contact Vivian Nowaczewski, IDACS System Coordinator at (317) 232-8292.

Sincerely,

John W. Clawson, Lt. Colonel
Chairman, IDACS Committee

Enc

cc: Sgt. Brian Millard, IDACS Security Officer
Donna Decker, IDACS Trainer
File



Mandi Pennington <mpennington@rcsd.k12.in.us>

Fwd: ORI request

1 message

Dr. James Hanna <jhanna@rcsd.k12.in.us>
To: Mandi Pennington <mpennington@rcsd.k12.in.us>

Mon, Jan 14, 2019 at 3:06 PM

----- Forwarded message -----

From: **Carmin, Jon** <JCarmin5@isp.in.gov>
Date: Mon, Jan 14, 2019 at 2:25 PM
Subject: ORI request
To: jhanna@rcsd.k12.in.us <jhanna@rcsd.k12.in.us>

Superintendent Hanna,

An ORI (Originating Agency Identifier) allows legitimate access by a criminal justice agency to NCIC (National Crime Information Center), Indiana criminal history and Indiana Bureau of Motor Vehicle data and along with other state BMV and criminal history data through Nlets (The International Justice and Public Safety Network) via Indiana's state connection, IDACS (Indiana Data And Communications System).

Please keep in mind that to be considered a criminal justice agency there are several criteria you must meet: you must perform the administration of criminal justice (28 CFR, Part 20, Subpart A), have arrest powers pursuant to a state statute, allocate a substantial part of your annual budget to the administration of justice (28 CFR, Part 20, Subpart A) and meet training requirements established by law or ordinance. The administration of criminal justice is typically defined as performing detection, apprehension, detention, adjudication, etc. (28 CFR, Part 20, Subpart A).

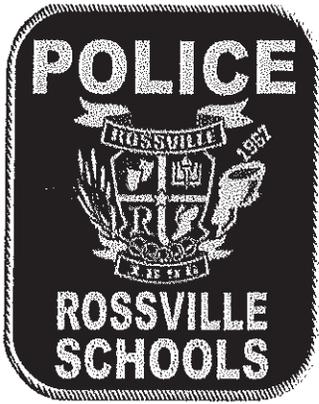
Thank you for your letter. Of note: Major Clawson retired several years ago. Please submit a new letter with Major Mike White as the recipient. You may scan and email it to me for expediency.

Additionally, IDACS will need the following information: copies of the job descriptions for the position of Chief of Police, School Resource Officer and Police Officer.

Respectfully,

Jon

Lieutenant Jon Carmin



**ROSSVILLE CONSOLIDATED SCHOOL DISTRICT
POLICE DEPARTMENT**

Joseph L. Mink
Chief of Police

One Robert Egly Drive • P.O. Box 11 • Rossville, Indiana 46065

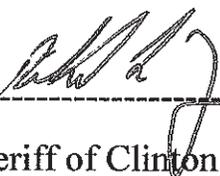
Telephone: 765-379-2990, Ext. 1265 • jmink@rcsd.k12.in.us

Captian Michael White
Indiana State Police-IDAC Section
100 North Senate Ave North Room 3401
Indianapolis, Indiana 46204

Dear Captain White, I Chief of Police Joseph L. Mink of the Rossville Consolidated School Police Department, am requesting Tami Biddle of the Clinton County Sheriff's Office serve as my "share" IDAC coordinator.

Clinton County Sheriff Rick Kelly and I have both signed this agreement for your records.

X  3/18/19
Chief Joseph L. Mink Date:

X  3/18/19
Sheriff of Clinton County Rich Kelly Date:

IDACS DEPENDENT AGENCY USER AGREEMENT

In accordance with Indiana Administrative Code (“IAC”) Title 240 Article 5, Rule 2, Section 9 (240 IAC 5-2-9), and subject to the approval of the CSA, the following Agreement is made and entered into

on the 18 day of March, 2019, by and between the Parties, namely

the Rossville Consolidated School Police, as identified by the federally

assigned originating agency identifier (ORI) IN 0120700, hereinafter referred to as “the **Dependent Agency**”, and

the Clinton County Central Dispatch, as identified by the federally

assigned originating agency identifier (ORI) IN012013N, hereinafter referred to as “the **Terminal Agency**”.

This Agreement sets forth the rights and responsibilities of the Parties with regard to the storage, exchange, and use of any information accessible via the IDACS, CJIS, or Nlets systems.

By entering into this Agreement, the Dependent Agency agrees to abide by all rules, regulations, and policies which now exist or may later be promulgated, enacted, or established by the IDACS Committee, the CJIS Advisory Policy Board, the Nlets Council, or any duly authorized committee or subcommittee of the same.

FAILURE OF EITHER THE TERMINAL AGENCY OR THE DEPENDENT AGENCY TO COMPLY WITH THE TERMS OF THIS AGREEMENT MAY RESULT IN SANCTIONS BY THE CSA, OR BY THE CJIS DIVISION OF THE FBI, AGAINST THE OFFENDING AGENCY WITH REGARD TO THE OFFENDING AGENCY’S USE OF THE IDACS, NCIC, OR NLETS SYSTEMS, OR ANY INFORMATION ACCESSIBLE THROUGH THE SAME, UP TO AND INCLUDING TERMINATION OF ACCESS TO THE IDACS, NCIC, AND NLETS SYSTEMS.

THE CSA MAY REQUIRE, WITH REASONABLE NOTICE, SUCH DOCUMENTATION AS MAY BE NECESSARY TO VERIFY ACTUAL COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

1. Definitions

- 1.1. “**BMV**” shall mean the Indiana Bureau of Motor Vehicles, which is the repository for registration information regarding drivers, motor vehicles, and watercraft in Indiana.
- 1.2. “**CJI**” shall mean criminal justice information, including, but not limited to, criminal history record information; motor vehicle and driver registration information; wanted, missing, and other person information; and wanted and stolen property information; and other information of interest to the criminal justice or law enforcement community as may become available via the IDACS, CJIS, or Nlets systems.

- 1.3. “**CJIS**” shall mean the Federal Bureau of Investigation’s Criminal Justice Information Services Division, being the repository for criminal justice information services in the Federal Bureau of Investigation. NCIC and III are systems managed by CJIS.
- 1.4. “**CSA**” shall mean the CJIS Systems Agency, being the state organization responsible for connecting agencies and users within the state to systems managed by CJIS. The CSA enforces adherence to CJIS policies and procedures by system users, including federal users, within the CSA’s state jurisdiction and connected to CJIS systems through the CSA’s systems and networks. ISP is the CSA for the State of Indiana.
- 1.5. “**Hit Confirmation**” shall mean the use of designated forms in the IDACS System to inform an inquiring agency of the validity or invalidity of a record stored in the IDACS or NCIC System.
- 1.6. “**IDACS**” shall mean the Indiana Data and Communication System established under Indiana Code (“IC”) 10-13-3-35 and administered under 240 IAC 5. IDACS is the principal CJIS system in Indiana, and is managed by the ISP.
- 1.7. “**ISP**” shall mean the Indiana State Police, being the CSA for the State of Indiana.
- 1.8. “**Message Switching**” shall mean the use of designated forms in the IDACS System to communicate general messages between criminal justice agencies who have been assigned an Originating Agency Identifier (ORI) by either CJIS or Nlets.
- 1.9. “**Nlets**” shall mean the International Justice and Public Safety Network, formerly known as the National Law Enforcement Telecommunications System, a system connecting the independent CJIS systems of the several states for the purpose of sharing CJI, especially, but not necessarily limited to criminal history record information, and motor vehicle and driver registration information.

2. General Information

- 2.1. IDACS is established pursuant to IC 10-13-3-35 and 240 IAC 5-1-1 to provide information to law enforcement and criminal justice agencies within Indiana to aid in their decision-making. The IDACS Committee is the governing body over IDACS;
- 2.2. The CSA is obligated under 28 CFR 20 to protect criminal history record information and other criminal justice information proceeding from or related to CJIS systems;
- 2.3. CJIS publishes and enforces the technical requirements necessary to comply with 28 CFR 20 and other related regulations as a single publication known as the CJIS Security Policy, currently in version 5.1 dated July 13, 2012.

- 2.4. 240 IAC 5-1-2, *et seq.* extends the protections of the CJIS Security Policy to all information accessed via IDACS both by in-state agencies and out-of-state agencies via Nlets, including information from the BMV;
- 2.5. Though not a government agency, Nlets is a 501(c)(3) not-for-profit organization owned and governed by the states, and is recognized as the only acceptable means for criminal justice agencies to access other states' CJI for criminal justice purposes.
- 2.6. The CJIS Security Policy applies to and is binding upon both the CSA and all agencies, whether terminal or Dependent, accessing CJI within its jurisdiction.
- 2.7. The FBI, through its CJIS Audit Unit, conducts triennial audits of all state-level agencies and select terminal agencies within the state, inspecting for compliance with the CJIS Security Policy in all of its particulars.

3. TERM

- 3.1. This Agreement's term shall be from the date of last approval signature of all of the Parties, enduring until the appointment of a new chief official of either the Terminal Agency or the Dependent Agency, whichever is sooner;
- 3.2. The Parties may terminate this Agreement at any-time and for any reason upon thirty (30) days notice in writing. The CSA may terminate this Agreement for cause upon thirty (30) days notice in writing. Upon cancellation, the Dependent Agency is no longer entitled to direct access to the system. Serious violations of this agreement by either the Dependent Agency or the Terminal Agency may result in the immediate suspension of access to IDACS information to the offending Agency.
- 3.3. This Agreement may be renewed as needed upon the written agreement of the Parties;
- 3.4. Should any disputes arise with respect to this Agreement, the Terminal Agency and the Dependent Agency agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. If resolution is not reached, the Parties and the CSA shall consider whether termination of the agreement is appropriate;
- 3.5. This agreement may be modified upon the initiative of either of the Parties. Modifications must be in writing and be reviewed by the IDACS Committee to ensure consistency with IDACS policies, and must be signed by the chief official of both the Terminal Agency and the Dependent Agency, or their authorized designee(s). Modifications become effective when signed by the chief official of both the Terminal Agency and the Dependent Agency.

4. DOCUMENTS INCORPORATED BY REFERENCE.

The following documents are hereby incorporated by reference and made a part of this Agreement:

- 4.1. United States Code of Federal Regulations Title 28 Part 20 (28 CFR 20), as now enacted or hereafter amended;
- 4.2. Indiana Administrative Code Title 240 Article 5 (240 IAC 5), as now enacted or hereafter amended;
- 4.3. CJIS Security Policy, as now published or hereafter amended;
- 4.4. IDACS Standard Operating Procedures, as now published or hereafter amended;

The Parties hereby agree that these documents so incorporated may be amended at any time after this Agreement takes effect, and that such amended documents shall have as much effect immediately as the originals of the same have at the time this Agreement takes effect.

The CSA shall make every effort reasonable to ensure that the most current versions of these documents are available to the Terminal Agency. The Terminal Agency shall make every effort reasonable to ensure that the versions of these documents as provided by the CSA are available to the Dependent Agency.

5. TERMINAL AGENCY'S DUTIES.

The Terminal Agency shall do the following:

- 5.1. Provide the Dependent Agency with Message Switching service between the non-terminal agency and all other user agencies within the information system and as is available from Nlets;
- 5.2. Provide the Dependent Agency such CJI as the Dependent Agency, by its nature and function is qualified to receive, including, but not limited to, criminal history record information; motor vehicle and driver registration information; wanted, missing, and other person information; and wanted and stolen property information; and other information as may become available and qualified for Agency use;
 - 5.2.1. [OPTIONAL] If so agreed upon between the Parties, enter and maintain records in IDACS and NCIC on behalf of the Dependent Agency.

The Parties signify the inclusion of this term by jointly initialing below:

Dependent Agency: IM

Terminal Agency: Rc

- 5.2.1.1. If entering and maintaining records in IDACS and NCIC on behalf of the Dependent Agency, then also provide the Dependent Agency with Hit Confirmation service to other user agencies for any records entered into the system by the Terminal Agency on behalf of the Dependent Agency;
- 5.3. Maintain a log sufficient to meet CJIS audit requirements of all transactions performed by the Terminal Agency via IDACS on behalf of the Dependent Agency;
- 5.4. Maintain accurate and up-to-date information regarding the Dependent Agency in the Nlets ORION File, the NCIC ORI File, and the IDACS ORI File using the means provided in the IDACS system;
- 5.5. Provide the Dependent Agency with access to all relevant document and information updates regarding IDACS, including, but not limited to, newsletters, IDACS Committee actions and advisories, and all documents incorporated into this Agreement.

5.5.1. [OPTIONAL] If so agreed upon between the Parties, the Terminal Agency's IDACS Coordinator will serve as the Dependent Agency's IDACS Coordinator.

The Parties signify the inclusion of this term by jointly initialing below:

Dependent Agency: _____

Terminal Agency: _____

- 5.5.1.1. If providing IDACS Coordinator services on behalf of the Dependent Agency, then also manage recertification scheduling for the Dependent Agency's operators;
- 5.6. Notify the IDACS Committee of any known or suspected violations of this agreement;
- 5.7. The Terminal Agency disclaims any warranty as to the accuracy of said computer information or data; any information obtained via IDACS is lead information only and must be verified by the originator of the information.

6. DEPENDENT AGENCY'S DUTIES.

The Agency shall do the following:

- 6.1. Appoint an employee of the Dependent Agency to be a liaison to the Terminal Agency;
- 6.2. Provide to the Terminal Agency accurate and up-to-date information for inclusion in the Nlets ORION File, the NCIC ORI File, and the IDACS ORI File;

- 6.3. Comply with federal law and regulations, state law and administrative code, rules, procedures, and policies, now in effect or in the future formally approved and adopted by CJIS, Nlets, or the IDACS committee in regard to any criminal justice information furnished through IDACS;
- 6.4. Meet or exceed all applicable security requirements as described in the CJIS Security Policy and any IDACS Security Policy, now in effect or in the future promulgated; this includes, but is not limited to:
 - 6.4.1. Access and use CJI for official criminal justice purposes only; and maintain a log or other auditable record of any secondary dissemination of CJI, in accordance with applicable CJIS and IDACS policies;
 - 6.4.2. Limit access to CJI to authorized Agency employees and other governmental criminal justice officials with a specific right and need to know, who have entered into agreements with CJIS, a state control terminal, or the Agency itself to protect the security and privacy of this information;
 - 6.4.3. Prevent non-criminal justice personnel or personnel not under the management control of the Dependent Agency from accessing CJI in any form, including printed, spoken, and electronic;
 - 6.4.4. Ensure every individual within the scope of the Dependent Agency's authority with direct or indirect access or exposure to CJI, in any form, including hardcopy, completes the CSA-provided Security Awareness training before being provided access, and then every two years thereafter;
 - 6.4.5. Encrypt all electronic forms of CJI with a minimum 128-bit Advanced Encryption Standard (AES; preferred) or Triple Data Encryption Standard (Triple DES), in accordance with the CJIS Security Policy;
 - 6.4.6. Prohibit and prevent any dissemination of CJI via unsecure electronic modes of communication, including, but not limited to, unencrypted mail, unencrypted file transfer, any unencrypted transmission over unsecure networks, or storage on unencrypted removable media, such as USB drives and CDs/DVDs;
 - 6.4.7. Securely dispose of any media containing CJI, including, but not limited to, diskettes, tape cartridges, ribbons, hard copies, print-outs, and other similar items, by a process of shredding (which must occur before destruction), incineration, degaussing, or secure erasure, as appropriate for the media to be destroyed;
 - 6.4.8. Protect any Agency network or computer system transmitting or containing CJI from unauthorized access by use of an appropriate combination of firewalls, intrusion detection systems, and intrusion protection systems;

- 6.5. If the Dependent Agency chooses to have the Terminal Agency enter and maintain records in IDACS and NCIC on behalf of the Dependent Agency, it shall:
- 6.5.1. Establish procedures jointly with the Terminal Agency to ensure that a substantive response to hit confirmation requests is available within ten (10) minutes of the request, twenty four (24) hours a day, on records entered into IDACS and NCIC;
 - 6.5.2. Cooperate fully with the Terminal Agency to ensure full compliance with CJIS and CSA record quality assurance controls, including NCIC serious error procedures, monthly record validations, and periodic audits by ISP and CJIS record and technical security audit staff;
 - 6.5.3. Establish local procedures whereby records entered or updated in IDACS are reviewed for accuracy by a person other than the operator who accomplished the update and investigating officer who ordered it, by comparing the update with the supporting documentation;
- 6.6. Maintain any and all such records as may be necessary to document compliance with the requirements of this Agreement, and provide such documentation at the request of the CSA;

7. Merger & Modification

- 7.1. This Agreement constitutes the entire agreement and understanding between the Parties on matters addressed. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties, as stated above.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

IDACS DEPENDENT AGENCY USER AGREEMENT

In Witness Whereof, the Dependent Agency and the Terminal Agency, through their duly authorized representatives, enter into this Agreement. The Parties having read and understood the foregoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof. The signatory for each of the Parties represents that he is duly authorized to execute this Agreement on behalf of their respective party represented and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the party when his signature is affixed.

For the Dependent Agency:

Joseph L. Mine
(signature)

JOSEPH L. MINE
(printed name)

CHIEF OF POLICE
(title: Agency Head or designee)

Date: 3/18/19

For the Terminal Agency:

Benee Chick
(signature)

Benee Chick
(printed name)

Director
(title: Agency Head or designee)

Date: 3-18-19

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on the 18 day of March, 2019, by and between the Parties, namely the Rossville Consolidated School Police, as identified by the federally assigned originating agency identifier (ORI) IN 0120700, hereinafter referred to as “**the Dependent Agency**”, and the Clinton County Sheriff's Office, as identified by the federally assigned originating agency identifier (ORI) IN0120000, hereinafter referred to as “**the Terminal Agency**”.

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FAILURE OF EITHER THE TERMINAL AGENCY OR THE DEPENDENT AGENCY TO COMPLY WITH THE TERMS OF THIS AGREEMENT MAY RESULT IN SANCTIONS BY THE CSA, OR BY THE CJIS DIVISION OF THE FBI, AGAINST THE OFFENDING AGENCY WITH REGARD TO THE OFFENDING AGENCY’S USE OF THE IDACS, NCIC, OR NLETS SYSTEMS, OR ANY INFORMATION ACCESSIBLE THROUGH THE SAME, UP TO AND INCLUDING TERMINATION OF ACCESS TO THE IDACS, NCIC, AND NLETS SYSTEMS.

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2. General Information

- 2.1. IDACS is established pursuant to IC 10-13-3-35 and 240 IAC 5-1-1 to provide information to law enforcement and criminal justice agencies within Indiana to aid in their decision-making. The IDACS Committee is the governing body over IDACS;
- 2.2. The CSA is obligated under 28 CFR 20 to protect criminal history record information and other criminal justice information proceeding from or related to CJIS systems;
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- 2.5. Though not a government agency, Nlets is a 501(c)(3) not-for-profit organization owned and governed by the states, and is recognized as the only acceptable means for criminal justice agencies to access other states' CJI for criminal justice purposes.
- 2.6. The CJIS Security Policy applies to and is binding upon both the CSA and all agencies, whether terminal or Dependent, accessing CJI within its jurisdiction.
- 2.7. The FBI, through its CJIS Audit Unit, conducts triennial audits of all state-level agencies and select terminal agencies within the state, inspecting for compliance with the CJIS Security Policy in all of its particulars.

3. TERM

- 3.1. This Agreement's term shall be from the date of last approval signature of all of the Parties, enduring until the appointment of a new chief official of either the Terminal Agency or the Dependent Agency, whichever is sooner;
- 3.2. The Parties may terminate this Agreement at any time and for any reason upon thirty (30) days notice in writing. The CSA may terminate this Agreement for cause upon thirty (30) days notice in writing. Upon cancellation, the Dependent Agency is no longer entitled to direct access to the system. Serious violations of this agreement by either the Dependent Agency or the Terminal Agency may result in the immediate suspension of access to IDACS information to the offending Agency.
- 3.3. This Agreement may be renewed as needed upon the written agreement of the Parties;
- 3.4. Should any disputes arise with respect to this Agreement, the Terminal Agency and the Dependent Agency agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. If resolution is not reached, the Parties and the CSA shall consider whether termination of the agreement is appropriate;
- 3.5. This agreement may be modified upon the initiative of either of the Parties. Modifications must be in writing and be reviewed by the IDACS Committee to ensure consistency with IDACS policies, and must be signed by the chief official of both the Terminal Agency and the Dependent Agency, or their authorized designee(s). Modifications become effective when signed by the chief official of both the Terminal Agency and the Dependent Agency.

4. DOCUMENTS INCORPORATED BY REFERENCE.

The following documents are hereby incorporated by reference and made a part of this Agreement:

- 4.1. United States Code of Federal Regulations Title 28 Part 20 (28 CFR 20), as now enacted or hereafter amended;
- 4.2. Indiana Administrative Code Title 240 Article 5 (240 IAC 5), as now enacted or hereafter amended;
- 4.3. CJIS Security Policy, as now published or hereafter amended;
- 4.4. IDACS Standard Operating Procedures, as now published or hereafter amended;

The Parties hereby agree that these documents so incorporated may be amended at any time after this Agreement takes effect, and that such amended documents shall have as much effect immediately as the originals of the same have at the time this Agreement takes effect.

The CSA shall make every effort reasonable to ensure that the most current versions of these documents are available to the Terminal Agency. The Terminal Agency shall make every effort reasonable to ensure that the versions of these documents as provided by the CSA are available to the Dependent Agency.

5. TERMINAL AGENCY'S DUTIES.

The Terminal Agency shall do the following:

- 5.1. Provide the Dependent Agency with Message Switching service between the non-terminal agency and all other user agencies within the information system and as is available from Nlets;
- 5.2. Provide the Dependent Agency such CJI as the Dependent Agency, by its nature and function is qualified to receive, including, but not limited to, criminal history record information; motor vehicle and driver registration information; wanted, missing, and other person information; and wanted and stolen property information; and other information as may become available and qualified for Agency use;

5.2.1. [OPTIONAL] If so agreed upon between the Parties, enter and maintain records in IDACS and NCIC on behalf of the Dependent Agency.

The Parties signify the inclusion of this term by jointly initialing below:

Dependent Agency: _____

Terminal Agency: X

- 5.2.1.1. If entering and maintaining records in IDACS and NCIC on behalf of the Dependent Agency, then also provide the Dependent Agency with Hit Confirmation service to other user agencies for any records entered into the system by the Terminal Agency on behalf of the Dependent Agency;
- 5.3. Maintain a log sufficient to meet CJIS audit requirements of all transactions performed by the Terminal Agency via IDACS on behalf of the Dependent Agency;
- 5.4. Maintain accurate and up-to-date information regarding the Dependent Agency in the Nlets ORION File, the NCIC ORI File, and the IDACS ORI File using the means provided in the IDACS system;
- 5.5. Provide the Dependent Agency with access to all relevant document and information updates regarding IDACS, including, but not limited to, newsletters, IDACS Committee actions and advisories, and all documents incorporated into this Agreement.

5.5.1. [OPTIONAL] If so agreed upon between the Parties, the Terminal Agency's IDACS Coordinator will serve as the Dependent Agency's IDACS Coordinator.

The Parties signify the inclusion of this term by jointly initialing below:

Dependent Agency: _____

Terminal Agency: X

- 5.5.1.1. If providing IDACS Coordinator services on behalf of the Dependent Agency, then also manage recertification scheduling for the Dependent Agency's operators;
- 5.6. Notify the IDACS Committee of any known or suspected violations of this agreement;
- 5.7. The Terminal Agency disclaims any warranty as to the accuracy of said computer information or data; any information obtained via IDACS is lead information only and must be verified by the originator of the information.

6. DEPENDENT AGENCY'S DUTIES.

The Agency shall do the following:

- 6.1. Appoint an employee of the Dependent Agency to be a liaison to the Terminal Agency;
- 6.2. Provide to the Terminal Agency accurate and up-to-date information for inclusion in the Nlets ORION File, the NCIC ORI File, and the IDACS ORI File;

- 6.3. Comply with federal law and regulations, state law and administrative code, rules, procedures, and policies, now in effect or in the future formally approved and adopted by CJIS, Nlets, or the IDACS committee in regard to any criminal justice information furnished through IDACS;
- 6.4. Meet or exceed all applicable security requirements as described in the CJIS Security Policy and any IDACS Security Policy, now in effect or in the future promulgated; this includes, but is not limited to:
 - 6.4.1. Access and use CJI for official criminal justice purposes only; and maintain a log or other auditable record of any secondary dissemination of CJI, in accordance with applicable CJIS and IDACS policies;
 - 6.4.2. Limit access to CJI to authorized Agency employees and other governmental criminal justice officials with a specific right and need to know, who have entered into agreements with CJIS, a state control terminal, or the Agency itself to protect the security and privacy of this information;
 - 6.4.3. Prevent non-criminal justice personnel or personnel not under the management control of the Dependent Agency from accessing CJI in any form, including printed, spoken, and electronic;
 - 6.4.4. Ensure every individual within the scope of the Dependent Agency's authority with direct or indirect access or exposure to CJI, in any form, including hardcopy, completes the CSA-provided Security Awareness training before being provided access, and then every two years thereafter;
 - 6.4.5. Encrypt all electronic forms of CJI with a minimum 128-bit Advanced Encryption Standard (AES; preferred) or Triple Data Encryption Standard (Triple DES), in accordance with the CJIS Security Policy;
 - 6.4.6. Prohibit and prevent any dissemination of CJI via unsecure electronic modes of communication, including, but not limited to, unencrypted mail, unencrypted file transfer, any unencrypted transmission over unsecure networks, or storage on unencrypted removable media, such as USB drives and CDs/DVDs;
 - 6.4.7. Securely dispose of any media containing CJI, including, but not limited to, diskettes, tape cartridges, ribbons, hard copies, print-outs, and other similar items, by a process of shredding (which must occur before destruction), incineration, degaussing, or secure erasure, as appropriate for the media to be destroyed;
 - 6.4.8. Protect any Agency network or computer system transmitting or containing CJI from unauthorized access by use of an appropriate combination of firewalls, intrusion detection systems, and intrusion protection systems;

6.5. If the Dependent Agency chooses to have the Terminal Agency enter and maintain records in IDACS and NCIC on behalf of the Dependent Agency, it shall:

6.5.1. Establish procedures jointly with the Terminal Agency to ensure that a substantive response to hit confirmation requests is available within ten (10) minutes of the request, twenty four (24) hours a day, on records entered into IDACS and NCIC;

6.5.2. Cooperate fully with the Terminal Agency to ensure full compliance with CJIS and CSA record quality assurance controls, including NCIC serious error procedures, monthly record validations, and periodic audits by ISP and CJIS record and technical security audit staff;

6.5.3. Establish local procedures whereby records entered or updated in IDACS are reviewed for accuracy by a person other than the operator who accomplished the update and investigating officer who ordered it, by comparing the update with the supporting documentation;

6.6. Maintain any and all such records as may be necessary to document compliance with the requirements of this Agreement, and provide such documentation at the request of the CSA;

7. Merger & Modification

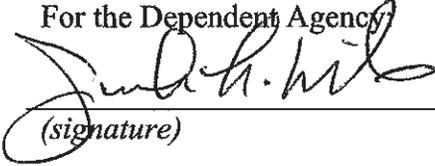
7.1. This Agreement constitutes the entire agreement and understanding between the Parties on matters addressed. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties, as stated above.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

IDACS DEPENDENT AGENCY USER AGREEMENT

In Witness Whereof, the Dependent Agency and the Terminal Agency, through their duly authorized representatives, enter into this Agreement. The Parties having read and understood the foregoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof. The signatory for each of the Parties represents that he is duly authorized to execute this Agreement on behalf of their respective party represented and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the party when his signature is affixed.

For the Dependent Agency:



(signature)

Joseph L Mink

(printed name)

Chief of Police

(title: Agency Head or designee)

Date: March 18, 2019

For the Terminal Agency:



(signature)

Rich Kelly

(printed name)

Sheriff of Clinton County

(title: Agency Head or designee)

Date: March 18, 2019



Mandi Pennington <mpennington@rcsd.k12.in.us>

RE: ORI Request

1 message

Carmin, Jon <JCarmin5@isp.in.gov>

Fri, Mar 15, 2019 at 5:05 PM

To: Mandi Pennington <mpennington@rcsd.k12.in.us>

Cc: "jhanna@rcsd.k12.in.us" <jhanna@rcsd.k12.in.us>, "jmink@rcsd.k12.in.us" <jmink@rcsd.k12.in.us>

Please fill out the attached agreement and email me a copy. You will be the Dependent Agency and the other Agency will be the Terminal Agency. Additionally, you will need to declare an IDACS Coordinator and Assistant IDACS Coordinator. It is permissible to use someone from another agency. We would ask that if you do, that you and the agency head that agrees to allow you use of their coordinator both sign a letter indicating both parties are in agreement and naming that person your coordinator. As coordinator, this person receives additional training to meet the necessary IDACS and FBI Criminal Justice Information Services (CJIS) Division requirements. Your IDACS coordinator will be granted access to nexTEST (IDACS training and certification site) to monitor certifications and the expiration dates, along with additional information. IN addition, your coordinator will need to insure that you law enforcement personnel complete CJIS Security Awareness Training. This is available on CJIS Online.

Respectfully,

Jon

Lieutenant Jon Carmin

Indiana State Police

Criminal Justice Information Services Section

jcarmin5@isp.in.gov

317.232.8310 office

317.233.3057 fax

Statement of Confidentiality: This message is intended only for the individual or entity to which it is sent and may contain information that is privileged, confidential, and protected from disclosure under applicable law. If you are not the intended recipient, or the agent responsible for delivering the message to the recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is prohibited. If you have received this message in error, please notify the sender immediately and destroy all copies of the original message.

From: Mandi Pennington [mailto:mpennington@rcsd.k12.in.us]**Sent:** Friday, March 15, 2019 2:33 PM**To:** Carmin, Jon <JCarmin5@isp.IN.gov>**Cc:** jhanna@rcsd.k12.in.us; jmink@rcsd.k12.in.us**Subject:** Re: ORI Request

3/16/2019

Rossville Consolidated School District Mail - RE: ORI Request

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Thank you, Lieutenant Carmin for your email.

Please note we declare to be A Dependent Agency partners with another law enforcement agency within the same county in order for that other agency to handle queries and entries and as an Inquiry Agency has a terminal located in its facility that is not manned 24-7 and is for queries only.

Please let me know if you need anything else.

3/18/19
Joe says "they"?
are going to
complete

On Fri, Mar 15, 2019 at 8:52 AM Carmin, Jon <JCarmin5@isp.in.gov> wrote:

Greetings,

The FBI has assigned the following ORI:

ORI/**IN0120700** ATR/ROSSVILLE CONSOLIDATED SCHOOL DIST POLICE DEPT

COU/CLINTON TYP/3 CT1/765 379-2990

AN1/ROSSVILLE CONSOLIDATED AN2/SCHOOL DISTRICT

AN3/POLICE DEPARTMENT

SNA/ONE ROBERT EGLY DR CTY/ROSSVILLE STA/IN

ZIP/46065

FOC/INIP OWN/13

DTE/20190304 0843 EST

Also from the FBI:

Please remind the appropriate personnel that while the Rossville Consolidated School District Police Department has been granted full access to NCIC for criminal justice purposes, assignment of this ORI does not allow them to access the system for noncriminal justice, civil, or administrative purposes. The use of NCIC for other than official administration of criminal justice purposes (as defined in 28, C.F.R., Part 20.3(b)), would be considered an unauthorized use of the system and a criminal violation of the laws of the United States.

Now would be appropriate to declare what kind of agency you intend to be:

- o A Terminal Agency has a terminal located in its facility, **the terminal is manned 24-7** and the agency will handle its own queries (driver's queries [10-27's], vehicle queries [10-28'], criminal history query [Triple I], etc.)

3/18/19
Joe has taken document
in for "whoever" to complete
(FBI or Clinton County)
He will get us a copy
when processed/completed



Mandi Pennington <mpennington@rcsd.k12.in.us>

RE: ORI Request

1 message

Carmin, Jon <JCarmin5@isp.in.gov>

Fri, Mar 15, 2019 at 8:52 AM

To: "jhanna@rcsd.k12.in.us" <jhanna@rcsd.k12.in.us>, "jmink@rcsd.k12.in.us" <jmink@rcsd.k12.in.us>

Cc: Mandi Pennington <mpennington@rcsd.k12.in.us>

Greetings,

The FBI has assigned the following ORI:

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AN1/ROSSVILLE CONSOLIDATED AN2/SCHOOL DISTRICT

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SNA/ONE ROBERT EGLY DR CTY/ROSSVILLE STA/IN

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DTE/20190304 0843 EST

Also from the FBI:

Please remind the appropriate personnel that while the Rossville Consolidated School District Police Department has been granted full access to NCIC for criminal justice purposes, assignment of this ORI does not allow them to access the system for noncriminal justice, civil, or administrative purposes. The use of NCIC for other than official administration of criminal justice purposes (as defined in 28, C.F.R., Part 20.3(b)), would be considered an unauthorized use of the system and a criminal violation of the laws of the United States.

Now would be appropriate to declare what kind of agency you intend to be:

- A Terminal Agency has a terminal located in its facility, **the terminal is manned 24-7** and the agency will handle its own queries (driver's queries [10-27's], vehicle queries [10-28'], criminal history query [Triple I], etc.) and entries (i.e. missing persons, stolen vehicles, wanted persons, etc.).

- A Dependent Agency partners with another law enforcement agency within the same county in order for that other agency to handle queries and entries and as an Inquiry Agency has a terminal located in its facility that is not manned 24-7 and is for queries only.

Depending on your answer will indicate the additional documentation needed to set up your ORI.

Respectfully,

Jon

Lieutenant Jon Carmin

Indiana State Police

Criminal Justice Information Services Section

jcarmin5@isp.in.gov

317.232.8310 office

317.233.3057 fax

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From: Mandi Pennington [mailto:mpennington@rcsd.k12.in.us]

Sent: Monday, January 14, 2019 3:26 PM

To: Carmin, Jon <JCarmin5@isp.IN.gov>

Subject: ORI Request

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Jon,

Thank you for helping us with our submission.

I have attached our letter addressed to the correct party.

I have attached the job descriptions for the following positions:

Chief of Police

Police Officer

School Resource Officer

Please let me know if you need anything else.

IDACS DEPENDENT AGENCY USER AGREEMENT

In accordance with Indiana Administrative Code (“IAC”) Title 240 Article 5, Rule 2, Section 9 (240 IAC 5-2-9), and subject to the approval of the CSA, the following Agreement is made and entered into

on the _____ day of _____, 20_____, by and between the Parties, namely the Rossville Consolidated School District, as identified by the federally assigned originating agency identifier (ORI) IN 0120700, hereinafter referred to as “**the Dependent Agency**”, and

the _____, as identified by the federally assigned originating agency identifier (ORI) IN _____, hereinafter referred to as “**the Terminal Agency**”.

This Agreement sets forth the rights and responsibilities of the Parties with regard to the storage, exchange, and use of any information accessible via the IDACS, CJIS, or Nlets systems.

By entering into this Agreement, the Dependent Agency agrees to abide by all rules, regulations, and policies which now exist or may later be promulgated, enacted, or established by the IDACS Committee, the CJIS Advisory Policy Board, the Nlets Council, or any duly authorized committee or subcommittee of the same.

FAILURE OF EITHER THE TERMINAL AGENCY OR THE DEPENDENT AGENCY TO COMPLY WITH THE TERMS OF THIS AGREEMENT MAY RESULT IN SANCTIONS BY THE CSA, OR BY THE CJIS DIVISION OF THE FBI, AGAINST THE OFFENDING AGENCY WITH REGARD TO THE OFFENDING AGENCY’S USE OF THE IDACS, NCIC, OR NLETS SYSTEMS, OR ANY INFORMATION ACCESSIBLE THROUGH THE SAME, UP TO AND INCLUDING TERMINATION OF ACCESS TO THE IDACS, NCIC, AND NLETS SYSTEMS.

THE CSA MAY REQUIRE, WITH REASONABLE NOTICE, SUCH DOCUMENTATION AS MAY BE NECESSARY TO VERIFY ACTUAL COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

1. Definitions

- 1.1. “**BMV**” shall mean the Indiana Bureau of Motor Vehicles, which is the repository for registration information regarding drivers, motor vehicles, and watercraft in Indiana.
- 1.2. “**CJI**” shall mean criminal justice information, including, but not limited to, criminal history record information; motor vehicle and driver registration information; wanted, missing, and other person information; and wanted and stolen property information; and other information of interest to the criminal justice or law enforcement community as may become available via the IDACS, CJIS, or Nlets systems.

- 1.3. “**CJIS**” shall mean the Federal Bureau of Investigation’s Criminal Justice Information Services Division, being the repository for criminal justice information services in the Federal Bureau of Investigation. NCIC and III are systems managed by CJIS.
- 1.4. “**CSA**” shall mean the CJIS Systems Agency, being the state organization responsible for connecting agencies and users within the state to systems managed by CJIS. The CSA enforces adherence to CJIS policies and procedures by system users, including federal users, within the CSA’s state jurisdiction and connected to CJIS systems through the CSA’s systems and networks. ISP is the CSA for the State of Indiana.
- 1.5. “**Hit Confirmation**” shall mean the use of designated forms in the IDACS System to inform an inquiring agency of the validity or invalidity of a record stored in the IDACS or NCIC System.
- 1.6. “**IDACS**” shall mean the Indiana Data and Communication System established under Indiana Code (“IC”) 10-13-3-35 and administered under 240 IAC 5. IDACS is the principal CJIS system in Indiana, and is managed by the ISP.
- 1.7. “**ISP**” shall mean the Indiana State Police, being the CSA for the State of Indiana.
- 1.8. “**Message Switching**” shall mean the use of designated forms in the IDACS System to communicate general messages between criminal justice agencies who have been assigned an Originating Agency Identifier (ORI) by either CJIS or Nlets.
- 1.9. “**Nlets**” shall mean the International Justice and Public Safety Network, formerly known as the National Law Enforcement Telecommunications System, a system connecting the independent CJIS systems of the several states for the purpose of sharing CJI, especially, but not necessarily limited to criminal history record information, and motor vehicle and driver registration information.

2. General Information

- 2.1. IDACS is established pursuant to IC 10-13-3-35 and 240 IAC 5-1-1 to provide information to law enforcement and criminal justice agencies within Indiana to aid in their decision-making. The IDACS Committee is the governing body over IDACS;
- 2.2. The CSA is obligated under 28 CFR 20 to protect criminal history record information and other criminal justice information proceeding from or related to CJIS systems;
- 2.3. CJIS publishes and enforces the technical requirements necessary to comply with 28 CFR 20 and other related regulations as a single publication known as the CJIS Security Policy, currently in version 5.1 dated July 13, 2012.

- 2.4. 240 IAC 5-1-2, *et seq.* extends the protections of the CJIS Security Policy to all information accessed via IDACS both by in-state agencies and out-of-state agencies via Nlets, including information from the BMV;
- 2.5. Though not a government agency, Nlets is a 501(c)(3) not-for-profit organization owned and governed by the states, and is recognized as the only acceptable means for criminal justice agencies to access other states' CJI for criminal justice purposes.
- 2.6. The CJIS Security Policy applies to and is binding upon both the CSA and all agencies, whether terminal or Dependent, accessing CJI within its jurisdiction.
- 2.7. The FBI, through its CJIS Audit Unit, conducts triennial audits of all state-level agencies and select terminal agencies within the state, inspecting for compliance with the CJIS Security Policy in all of its particulars.

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- 3.3. This Agreement may be renewed as needed upon the written agreement of the Parties;
- 3.4. Should any disputes arise with respect to this Agreement, the Terminal Agency and the Dependent Agency agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. If resolution is not reached, the Parties and the CSA shall consider whether termination of the agreement is appropriate;
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The Parties hereby agree that these documents so incorporated may be amended at any time after this Agreement takes effect, and that such amended documents shall have as much effect immediately as the originals of the same have at the time this Agreement takes effect.

The CSA shall make every effort reasonable to ensure that the most current versions of these documents are available to the Terminal Agency. The Terminal Agency shall make every effort reasonable to ensure that the versions of these documents as provided by the CSA are available to the Dependent Agency.

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- 5.4. Maintain accurate and up-to-date information regarding the Dependent Agency in the Nlets ORION File, the NCIC ORI File, and the IDACS ORI File using the means provided in the IDACS system;
- 5.5. Provide the Dependent Agency with access to all relevant document and information updates regarding IDACS, including, but not limited to, newsletters, IDACS Committee actions and advisories, and all documents incorporated into this Agreement.

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The Agency shall do the following:

- 6.1. Appoint an employee of the Dependent Agency to be a liaison to the Terminal Agency;
- 6.2. Provide to the Terminal Agency accurate and up-to-date information for inclusion in the Nlets ORION File, the NCIC ORI File, and the IDACS ORI File;

- 6.3. Comply with federal law and regulations, state law and administrative code, rules, procedures, and policies, now in effect or in the future formally approved and adopted by CJIS, Nlets, or the IDACS committee in regard to any criminal justice information furnished through IDACS;
- 6.4. Meet or exceed all applicable security requirements as described in the CJIS Security Policy and any IDACS Security Policy, now in effect or in the future promulgated; this includes, but is not limited to:
 - 6.4.1. Access and use CJI for official criminal justice purposes only; and maintain a log or other auditable record of any secondary dissemination of CJI, in accordance with applicable CJIS and IDACS policies;
 - 6.4.2. Limit access to CJI to authorized Agency employees and other governmental criminal justice officials with a specific right and need to know, who have entered into agreements with CJIS, a state control terminal, or the Agency itself to protect the security and privacy of this information;
 - 6.4.3. Prevent non-criminal justice personnel or personnel not under the management control of the Dependent Agency from accessing CJI in any form, including printed, spoken, and electronic;
 - 6.4.4. Ensure every individual within the scope of the Dependent Agency's authority with direct or indirect access or exposure to CJI, in any form, including hardcopy, completes the CSA-provided Security Awareness training before being provided access, and then every two years thereafter;
 - 6.4.5. Encrypt all electronic forms of CJI with a minimum 128-bit Advanced Encryption Standard (AES; preferred) or Triple Data Encryption Standard (Triple DES), in accordance with the CJIS Security Policy;
 - 6.4.6. Prohibit and prevent any dissemination of CJI via unsecure electronic modes of communication, including, but not limited to, unencrypted mail, unencrypted file transfer, any unencrypted transmission over unsecure networks, or storage on unencrypted removable media, such as USB drives and CDs/DVDs;
 - 6.4.7. Securely dispose of any media containing CJI, including, but not limited to, diskettes, tape cartridges, ribbons, hard copies, print-outs, and other similar items, by a process of shredding (which must occur before destruction), incineration, degaussing, or secure erasure, as appropriate for the media to be destroyed;
 - 6.4.8. Protect any Agency network or computer system transmitting or containing CJI from unauthorized access by use of an appropriate combination of firewalls, intrusion detection systems, and intrusion protection systems;

- 6.5. If the Dependent Agency chooses to have the Terminal Agency enter and maintain records in IDACS and NCIC on behalf of the Dependent Agency, it shall:
 - 6.5.1. Establish procedures jointly with the Terminal Agency to ensure that a substantive response to hit confirmation requests is available within ten (10) minutes of the request, twenty four (24) hours a day, on records entered into IDACS and NCIC;
 - 6.5.2. Cooperate fully with the Terminal Agency to ensure full compliance with CJIS and CSA record quality assurance controls, including NCIC serious error procedures, monthly record validations, and periodic audits by ISP and CJIS record and technical security audit staff;
 - 6.5.3. Establish local procedures whereby records entered or updated in IDACS are reviewed for accuracy by a person other than the operator who accomplished the update and investigating officer who ordered it, by comparing the update with the supporting documentation;
- 6.6. Maintain any and all such records as may be necessary to document compliance with the requirements of this Agreement, and provide such documentation at the request of the CSA;

7. Merger & Modification

- 7.1. This Agreement constitutes the entire agreement and understanding between the Parties on matters addressed. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties, as stated above.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

IDACS DEPENDENT AGENCY USER AGREEMENT

In Witness Whereof, the Dependent Agency and the Terminal Agency, through their duly authorized representatives, enter into this Agreement. The Parties having read and understood the foregoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof. The signatory for each of the Parties represents that he is duly authorized to execute this Agreement on behalf of their respective party represented and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the party when his signature is affixed.

For the Dependent Agency:

For the Terminal Agency:

(signature)

(signature)

(printed name)

(printed name)

(title: Agency Head or designee)

(title: Agency Head or designee)

Date: _____

Date: _____