

RESOLUTION NO. 57-2016

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH BATH TOWNSHIP AND THE BOARD OF EDUCATION OF THE REVERE LOCAL SCHOOL DISTRICT TO CONTINUE THE SCHOOL RESOURCE OFFICER PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, the Village desires to enter into an agreement with Bath Township and the Board of Education of the Revere Local School District to continue the School Resource Officer (S.R.O.) Program.


BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Memorandum of Understanding with Bath Township and the Board of Education of the Revere Local School District to continue the S.R.O. program in substantially the same form and with substantially the same terms as the agreement attached hereto as Exhibit "A" and incorporated fully herein by reference, subject to final approval of the Director of Law.

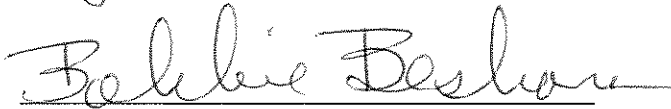
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and for the further reason that it is immediately necessary to renew the funding and continue the S.R.O. program at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 8/16/16



President of Council



Mayor

Dated: 8/16/16

ATTEST:


Clerk of Council

**S.R.O. Funding Agreement (FA)
 Between
 Bath Township, Village of Richfield
 and
 Revere Local School District**

This AGREEMENT is made and entered into this _____ day of August, 2016, by and between the Bath Township, Summit County, Ohio (hereinafter referred to as "Bath"), the Village of Richfield (hereinafter referred to as "Richfield") and the Revere Local School District (hereinafter referred to as "Revere").

WHEREAS, Richfield, Bath and Revere recognize the importance of implementing and continuing an SRO program as a pro-active step in further protecting our community including its youth and agree to the above terms and conditions, and therefore authorize the continuation of the SRO program; and

WHEREAS, the purpose of this document is to establish the funding mechanism which shall be used in implementing and continuing a School Resource Officer (SRO) Program which shall serve all of the school buildings in Revere and which are located in both Bath and Richfield. This FA and the Memorandum of Understanding are the two documents entered into by Bath, Richfield and Revere. Both documents serve to memorialize the operation and funding of the SRO Program and ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program. Additionally, the documents ensure the SRO will receive the necessary support and training to ensure a safe school environment while respecting the rights of students, adhering to Board policies and improving the overall school climate; and

WHEREAS, the parties agree that an effective SRO Program is a pro-active strategy designed to protect the students, staff and community members utilizing the school facilities operated by Revere in order to maintain school safety and the educational climate at the school, that the role of the SRO Program is designed to exist within the context of the educational mission of the school district, that a clear distinction exists between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement and that every effort must be put forth to respect the rights of students; preserve transparency and accountability and insure adequate SRO training requirements are in place: and

WHEREAS, the signatories agree as follows:

I. Chain of Command

- A. As an employee of Bath Township, the SRO shall follow the chain of command as set forth in the Bath Police Department General Orders.
- B. The SRO from Bath will cooperate with the Richfield Police Department and one another regarding the safety of the Revere Schools and share knowledge of the Chief of Police of each Department and the Revere Superintendent or designee.

EXHIBIT A

II. Funding

For and in consideration of the entities providing the SRO program, Bath, Richfield and Revere, agree to the following funding formula and make a financial commitment as described herein;

- A. Each party shall make semi-annual payments to the fiscal agent employing the officer.
- B. To fund the SRO program for 3 years, commencing on September 1, 2016 which shall be the official start date of the continued program.
- C. The Parties authorize the fiscal agent to accumulate reserves which arise from the difference between the annualized cost for the position and the payments made by the three partnering entities.
- D. In year three of the program, the fiscal agent will apply surplus payments, if any, as credits, or bill each party for one third of the excess cost for the program, whichever is applicable.
- E. Following a review of the accumulated reserves applied to the SRO program which extended September 1, 2013 through May 31, 2016, it was determined that payments in the total amount of \$315,000.00 have been received and are currently in escrow with the fiscal agent of Bath Township. Pursuant to section D above, payments in excess of funds received versus program cost amounts to \$47,022.96. This amount will be divided equally and applied to the benefit of each of the partnering entities to offset funding contributions for the 2016/2017 year of the SRO program (1/3 Credit to each of the entities in the amount of \$15,674.32). With regard to the Village of Richfield, the 1/3 credit for the Summer months of 2014, 2015 and 2016 in the amount of \$17,568.51 shall be applied in addition to the excess of funds. An additional credit of 120 hours (15 days) per school year is also extended to the Village of Richfield to account for holidays, calamity days and other days in which school is not in session. \$9,614.59 will be credited to the Village of Richfield based on the wage and benefit calculations set forth in the attached schedule A.
- F. SRO funding shall be paid by the Revere Local School District and the Village of Richfield to the Bath Township Fiscal Officer in two (2) installments, on or before December 31st and August 31st. This payment structure will ensure that expenses incurred in one calendar year are correctly applied to the SRO program. These expenses shall include, but are not limited to, wages, benefits, health and dental insurance, Worker's Compensation, use of a Bath Township Patrol vehicle, police uniform and accessories. The first installment will cover all SRO expenses for the period September 1st through December 31st of the calendar year and shall be paid on or before September 15th of that same year. A second installment will be paid on or before January 15th of the following year to cover SRO expenses during the

EXHIBIT A

period January 1st through August 31st of each calendar year, or such arrangements as approved by the parties.

- G. Bath Township as fiscal agent of the SRO Program will invoice each entity as outlined in Section F above, applying any credits due. During the MOU period, Richfield Village and the Revere Local School District shall be invoiced in the annual amount of \$30,000.00 for participation in the SRO program. The amount set forth is designed to adequately fund wages, benefits and other related costs of the SRO program. Appropriate credits or charges to the program will be applied after a review of actual program costs are determined on or before August 31, 2019.

III. SRO Compensation

The SRO's wages and benefits are determined by a labor contract negotiated by the Fraternal Order of Police-Ohio Labor Council and Bath Township. Future wage and benefit increases will be negotiated through the Fraternal Order of Police-Ohio Labor Council and Bath Township.

IV. Duration of Funding Document

This Funding Document shall become effective on September 1, 2016 and remain effective until August 31, 2019, whereupon it must be reviewed by all signatories or their successors before being renewed.

Signed on this _____ of August, 2016.

Superintendent, Revere Local Schools

Bath Township Trustee

CFO/Treasurer, Revere Local Schools

Bath Township Trustee

Mayor of the Village of Richfield

Bath Township Trustee

Memorandum of Understanding
Between
Bath Township, Summit County, Ohio
The
Revere Local School District
And
The Village of Richfield

This Memorandum of Understanding is made and entered into this _____ day of _____, 2016, by and between the Bath Township Board of Trustees, Summit County, Ohio the Revere Local Schools and the Village of Richfield, Summit County, Ohio and shall serve to extend, under similar terms and conditions, a prior memorandum agreement the parties executed on September 1, 2016 which will expire August 31, 2019.

WHEREAS, the purpose of this document is to continue a School Resource Officer (SRO) Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and the SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate; and

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements.

WHEREAS, the signatories agree as follows:

I. Role of the School Resource Officer

- A. The mission of the School Resource Officer program is to improve school safety and the educational climate at the school, not to enforce discipline.
- B. The Superintendent of Schools (or Designee) with input from the Building Principals shall determine the deployment of the SRO and shall participate in a performance review of the SRO.
- C. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate and approved by the Superintendent (or Designee) of Schools.
- D. The SRO shall submit a monthly activity report to the Superintendent of Schools, building principals and the Chiefs of Police for Bath Township and the Village of Richfield. The report shall include descriptions of all incidents or calls for service;

names of students and/or staff involved; student searches; arrests; citations and/or summons issued; and other referrals to the juvenile justice system.

- E. Absent a real and immediate threat to student, teacher, or school safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, The Superintendent of Schools in concert with the building principals shall have final authority in the building.
- F. SROs are responsible for criminal law issues, not school discipline issues.
- G. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including disorderly conduct; profanity; and fighting that does not involve physical injury or a weapon, shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention.
- H. Building principals and the Superintendent (or Designee) shall be consulted prior to an arrest of a student when practicable.
- I. The student's parents or guardian shall be notified of his or her arrest as soon as practicable.

II. Student Rights

- A. Absent a real and immediate threat to student, teacher, or public safety, a SRO may participate in a search of the student's person, possessions, or locker only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense.
 - 1. The SRO shall inform school administrators prior to conducting a probable cause search when practicable.
 - 2. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
- B. Absent a real and immediate threat to student, teacher, or public safety, a SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights and informing parents. Miranda is necessary only in custodial interrogations.
- C. Strip searches of students by SROs are prohibited.
- D. Absent a real and immediate threat to student, teacher, or public safety, other physically invasive searches by an SRO shall not be conducted on a student.

- E. Absent a real and immediate threat to student, teacher, or public safety, a SRO shall not use physical force or restraints on a student.

III. Transparency and Accountability

- A. The Bath Police Department will maintain annual data documenting the following:
 - 1. Number of criminal arrests on school grounds, broken down by school, offense, arrestee's age, race, sex, and disposition.
 - 2. Number of reportable criminal offenses broken down by the FBI UCR classifications.
 - 3. Policies governing the SRO program.
 - 4. Budget information for the SRO program.
 - 5. Training materials for the SROs.
 - 6. Number and types of complaints filed on the SRO. Bath Police Department General Order 208, Complaints Upon Department Members, will be the protocol followed in investigating complaints on the SRO.

IV. School Resource Officer Training

- A. The SRO is required to complete the Ohio School Resource Officer Association basic training class or its' equivalent.
- B. The SRO is required to attend all mandated Bath PD trainings, i.e., firearms requalification, first-aid/CPR, legal updates.
- C. The SRO is required to attend the annual Ohio Association of Chiefs of Police School Safety conference.
- D. The SRO is required to attend all trainings mandated by Revere Local Schools for school staff regarding school safety and discipline.

V. Duty Hours

- A. The SRO work week will normally coincide with the Revere Local School District's adopted calendar but may be altered by the Superintendent (or Designee) based upon other activities outside of the school day which require coverage. Specific SRO duty hours shall be set by the Superintendent (or Designee) under consultation with the

Bath Police Department Chief of Police. The SRO shall be assigned to the School District during the summer when school is out of session based upon scheduled activities and as mutually agreed upon by the Superintendent (or Designee) and the Bath Police Department Chief of Police.

- B. Generally, the SRO will not be scheduled for more than a forty hour work week. However, the SRO would be eligible for overtime compensation when supplementing staffing needs at the Bath Police Department, or attending required activities on behalf of the Revere Local Schools. For overtime work related to patrol staffing with the Bath Police Department, such costs for overtime wages and benefits shall be itemized and paid by Bath Township and will be scheduled through mutual agreement between the Bath Township Chief of Police and the Superintendent of the Revere Local Schools. Overtime associated with activities for the Revere Local Schools shall be itemized and paid separate and apart from this agreement by the Revere Local School District. When employment relates to Revere Local School activities typically offered to other members of the Bath Police Department, the SRO will not be paid overtime for such work. Rather, the SRO will be paid as an independent contractor at the approved rate of pay for Bath Police Department extra details.
- C. During periods of time when the Revere Local Schools are closed for vacation or holidays the SRO will report to the Bath PD 0700-1500 hours tour of duty. The SRO will be provided an assignment as determined by mutual agreement between the Chief of Police and Revere Local School District. During the Revere Local School District's summer vacation, the SRO's labor hours, not specifically assigned to the program, will be excluded from the proportionate share of funding from the Village of Richfield. The Bath Township Chief of Police shall determine the total labor hours to be excluded and a pro-rata adjustment for wages and benefits will be deducted from the contribution from the Village of Richfield.
- D. The SRO's work hours may be adjusted for special events scheduled at the schools in the evening or on weekends.
- E. The SRO is allowed a thirty minute lunch break every eight hour tour of duty.
- F. Hours spent by SROs attending Juvenile Court arising out of criminal cases from their employment as a Revere SRO shall be counted toward their forty hour work week.
- G. The SRO shall notify the Bath Police Department OIC, The Superintendent of Schools (or Designee), and Revere High School Principal when reporting off due to illness, family emergency, or jury duty. In cases of extended absence (greater than five days) the Bath PD Chief of Police will assign a replacement to the SRO position. In the event of the SRO's extended absence in excess of 30 days due to illness, incapacity or any other event not originally contemplated, the parties to this memorandum agreement may choose to terminate the same in its entirety or search for a suitable SRO replacement. The parties may develop a process through which a

replacement SRO would be selected. Amounts held in escrow with Bath Township for wages and benefits for the SRO position would be maintained under the same terms and conditions as established in the funding commitment from each of the entities. Should a replacement SRO be selected from the Village of Richfield Police Department, the parties hereby agree that the Village of Richfield shall serve as fiscal agent for administration of the agreement and for payment of wages and benefits.

- H. The Bath Police Department Chief of Police may order the SRO to leave the school assignment in the event of an emergency. The time away from the SRO duty will be compensated by Bath Township. A reasonable effort will be made in notifying the Superintendent (or Designee) of such change in assignment.

VI. Chain of Command

- A. As employees of Bath Township, SROs shall follow the chain of command as set forth in the Bath Police Department General Orders. SROs shall coordinate and communicate with the Revere Local Schools administration and Principals on a daily basis.

VII. Uniforms and Equipment

- A. SROs will be guided by the Bath Police Department General Order 202, Uniforms, Appearance, and Equipment. The SRO is expected to wear the uniform of the day as prescribed in the order. The SRO may also have a bicycle officers uniform and equipment supplied by the Revere Schools along with the proper training in bicycle policing paid for by the Revere Schools. All purchases of equipment or supplies for which the School District is responsible shall first be approved by the District Treasurer's Office as evidenced by an approved Purchase Order.

VIII. Police Vehicle

- A. The SRO shall utilize a marked Bath PD cruiser during his tour of duty. The SRO may also be equipped with a special vehicle by the School district equipped with communication to the police department. The cost of the SRO's use of a Bath PD cruiser to travel to and from the schools shall be considered an expense to the SRO program. The standard Federal mileage reimbursement rate with a round trip total of 7 miles from the Bath Center Complex to Revere High School will be used in calculating the cost of the vehicle.

IX. Access to Educational Records

- A. The SRO will be guided by FERPA and Revere Local Schools policy.

X. Funding

- A. For and in consideration of the entities participating in the SRO program as described herein, the Revere Local School District and the Village of Richfield agree to reimburse Bath Township, currently serving as fiscal agent, as specified in the Funding Agreement, which shall be attached to this agreement and incorporated herein. The District shall be responsible for any overtime accrued in the performance of the SRO's duties that was previously authorized by the District or was accrued due to an unanticipated event outside of the control of the SRO. The compensation formula as defined in the Funding Commitment Letters, shall be paid by the Revere Local School District and the Village of Richfield to the Bath Township Fiscal Officer in two (2) installments, on or before December 31st and August 31st. This payment structure will ensure that expenses incurred in one calendar year are correctly applied to the SRO program. These expenses shall include, but are not limited to, wages, benefits, health and dental insurance, Worker's Compensation, use of a Bath Township Patrol vehicle, police uniform and accessories. The first installment will cover all SRO expenses for the period September 1st through December 31st of the calendar year and shall be paid on or before December 31st of that same year. A second installment will be paid on or before August 31st of the following year to cover SRO expenses during the period January 1st through August 31st of each calendar year, or such arrangements as approved by the parties.

The SRO's wages and benefits are determined by a labor contract negotiated by the Fraternal Order of Police-Ohio Labor Council and Bath Township. Future wage and benefit increases will be negotiated through the Fraternal Order of Police- Ohio Labor Council and Bath Township.

If during the period of the MOU a grant opportunity becomes available through the USDOJ COPS program or any other option to help subsidize the SRO program, the partnering entities will collaborate on preparing a grant application for the funds and pursuing the same. Any funds received under a grant opportunity would be applied to offset the actual costs of the SRO program and said amount will be credited on a pro rata share to each of the partnering entities.

XI. SRO Selection

- A. During the memorandum agreement period, the Bath Police Officer originally selected to serve as the SRO shall continue in that capacity. In the event a successor SRO is to be appointed, the parties agree to seek input from the respective Chiefs of Police from the Bath and Richfield Village Police Departments for a replacement. The selection and appointment of a successor SRO shall be made in accordance with a mutually agreeable process among the entities, and shall be subject to the terms and conditions set forth in Section V (G) above. **The Superintendent of Schools shall interview and approve the successor candidate prior to assignment.**

XII. Prior Agreement

This memorandum agreement supersedes and replaces any and all previous agreements between the parties. This memorandum agreement and the attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof. All prior agreements, discussions, representations and covenants are merged herein. There are no representations, covenants, or agreements, expressed or implied, between the parties except those expressly set forth in this memorandum agreement. Any amendments or modifications of this memorandum agreement shall be in writing and executed by the contracting parties.

XIII. Duration of Governance Document

- A. This Governance Document shall become effective on September 1, 2016 and remain effective until August 31, 2019, whereupon it must be reviewed by all signatories or their successors before being renewed.
- B. A signatory may terminate the Governance Document by serving written notice to all other signatories at least thirty days in advance of such termination. A termination by a signatory shall eliminate the presence of the School Resource Officer at Revere Local Schools.

Signed on this _____ of _____, 2016.

Superintendent, Revere Local Schools

CFO/Treasurer, Revere Local Schools

Mayor of the Village of Richfield

Bath Township Trustee

Bath Township Trustee

Bath Township Trustee

Approved: Township Legal Counsel

Date