

RESOLUTION NO. 48-19
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Jeanne Rau ON THE 15th
DAY OF July, 2019.

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO ENTER INTO A SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING WITH THE CENTERVILLE CITY SCHOOL DISTRICT.

WHEREAS, the City of Centerville provides police protection to all areas of the City of Centerville, Montgomery County, Ohio; and

WHEREAS, the Centerville City School District has determined that it has a special need for the presence of City police officers at its school buildings located within the corporate limits of the City as a precautionary measure against possible acts of violence; and

WHEREAS, the City intends to provide said services to the School District upon terms acceptable to both the City and the School District; and

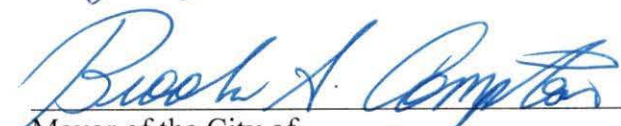
WHEREAS, the City and the School District wish to conform with Ohio Revised Code Section 3313.951, as amended by HB 318 and Sub. HB 491, to memorialize their understanding as to how the City will supply the school resource officers to the School, the method of compensation and other related matters.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager be and is hereby authorized to execute a School Resource Officer Memorandum of Understanding (MOU) between the City of Centerville and the Centerville City School District for services consistent with the MOU. A copy of said MOU is attached hereto, incorporated herein, marked Exhibit "A".

Section 2. That this Resolution shall take effect at the earliest date allowed by law.

PASSED THIS 15th day of July, 2019.



Mayor of the City of
Centerville, Ohio

ATTEST:

Carin R. Andrew

Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 48-19, passed by the Council of the City of Centerville, Ohio on the 15th day of July, 2019.

Carin R. Andrew

Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING
(O.R.C. 3313.951)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made between the City of Centerville, an Ohio municipal corporation (hereinafter "City") and approved by City council on _____, 2019, and the Centerville City School District, an Ohio city school district (hereinafter "School") and approved by its Board of Education on _____, 2019.

WITNESSETH:

WHEREAS, the City provides police protection to all areas of the City of Centerville, Montgomery County, Ohio; and

WHEREAS, the School has determined that it has a special need for the presence of City police officers as School Resource Officers ("SRO") at its school buildings located within the corporate limits of the City as a precautionary measure against possible acts of violence; to perform other related SRO duties; and to assist with Police matters in those facilities; and

WHEREAS, the parties wish to conform with Ohio Revised Code Section 3313.951 as amended by HB 318 and Sub. HB 491, to memorialize their understanding as to how the City will supply the school resource officers to the School, the method of compensation and other related matters; and

WHEREAS, the goals for the SRO program are as follows:

1. Build a positive image toward orderly behavior;
2. Familiarize students with the role of law enforcement personnel, their objectives, and their role in society;
3. Encourage students to stay in school;
4. Implement an effective program of safety education;
5. Make the school campus a safe environment for learning through law enforcement and crime prevention;
6. Work with students to foster a positive attitude toward law enforcement;
7. Encourage more cooperation between students and police;
8. Reduce juvenile crime;
9. Promote positive youth development; and
10. Assist school teachers/staff with instruction or support information as requested.

NOW THEREFORE, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties agree as follows:

1. **Term.**

This Agreement shall commence on the 1st day of August, 2019 and terminate on the 31st day of July, 2022, if not extended by agreement of the parties.

2. **City Duties.**

The City shall supply a total of three (3) duly sworn Centerville Police Officers, appropriately equipped, as chosen by the City to be in physical attendance at the high, middle and elementary buildings (two (2) officers are assigned to the high school and one (1) officer is responsible to cover the middle, elementary, and primary village schools) in the incorporated area of the School District during normal school hours during the entire school year to perform the duties of a sworn police officer as provided in the Ohio Revised Code and the manuals of operation of the Centerville Police Department including, but not limited to the following:

- a. Take appropriate law enforcement action as required; including intruders and unapproved guests at the school(s) and school related functions.
- b. Assist school administrators in developing plans and strategies to prevent and/or minimize dangerous situations on school campuses and school related functions.
- c. Coordinate with the school district and/or the athletic directors the scheduling of athletic and other special events that would require a law enforcement presence.
- d. Attend meetings and conferences that would enhance and meet the goals of the SRO program.
- e. Encourage and facilitate individual and group discussions to further establish a positive rapport with students and staff members.
- f. Maintain detailed and accurate records of the operation of the SRO program and submit them to the school administration and police department as required.
- g. Provide educational assistance and presentations to staff and students to address current trends and issues such as sexting, underage drinking, drug use, vaping, etc.
- h. Meet the background and training requirements as specified by ORC Section 3313.951, including an understanding of child and adolescent development;
- i. Provide SROs with professional development, including training requirements that focus on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods;
- j. Provide clearly defined roles, responsibilities, and expectations of the parties involved including the SRO, law enforcement, school administrators, staff, and teachers;
- k. Provide a protocol for how suspected criminal activity versus school discipline is to be handled;

1. Any other discretionary items determined to foster a SRO program that builds positive relationships between law enforcement, school staff, and the students, promotes a safe and positive learning environment, and decreases the number of youth formally referred to the juvenile justice system.

The working times of the officers shall be divided among the school buildings as determined by their commanding officers with input from the Superintendent of Schools. The City will remove and replace any SRO from his/her assignment under this MOU upon a reasonable request of the Superintendent after the Superintendent's consultation with the Police Chief.

3. **School Duties.**

In order to help fund the cost to the City in performing the City Duties hereunder, the School shall pay to the City the yearly sum of \$193,611.60 commencing August 1, 2019; the yearly sum of \$198,432.00 commencing August 1, 2020; the yearly sum of \$203,907.60 commencing August 1, 2021. The yearly sum is to be divided in four equal quarterly payments during the term of this Agreement with the first said quarterly payment being due upon the commencement date stated in Paragraph 1 and each succeeding payment in like amount being due on the same date of each quarter as billed by the City.

4. **Management of Police Officers.**

The right to manage and control all police officers assigned to school buildings hereunder shall be exclusively that of the City and carried out in accordance with established policies and procedures of the City. Assigned officers shall in no way be considered as agents or employees of the School. They shall not be subject to the directions and/or control of any School official or employee except that they will be expected to comply with the established rules and regulations of the School to the extent the same does not interfere with their police duties. Further, the parties recognize that emergencies arise as part of police operations. In such event, and in the sole judgment of the officer of the Centerville Police Department in command at any given time, any officer assigned to school buildings pursuant hereto, may be temporarily reassigned to other police duty for so long as said command officer, in his or her sole judgment, deems appropriate. This agreement in no way limits the duties and responsibilities of the City to the School with regard to police protection. The City will provide whatever services the City deems appropriate to the School based upon the need at the time.

5. **Role in Responding to Criminal Activity**

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As police officers, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their

discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success.

Whenever practical, SROs will coordinate investigative procedures between law enforcement and School administrators. The SRO shall abide by all applicable legal requirements concerning interviews, interrogations, searches, seizures, and use of force should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at School functions under the jurisdiction of the School. Formal investigations and arrests by law enforcement officers will be conducted in accordance with applicable legal requirements.

6. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct, School policy or other school regulations that are not criminal matters should be handled by school administration and/or faculty, not by SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator. The SRO will report violations of the student code of conduct, School policy, or school regulations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook and/or Student Code of Conduct for the SRO's assigned school, but it is not the responsibility of the SRO to enforce the rules in these documents. School administration will have final decision-making authority regarding all matters of school discipline.

7. Sharing of Information

Communication and information sharing is essential to the success of the SRO program. The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

- a. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, the Family Educational Rights and Privacy Act ("FERPA"), and relevant Centerville Police and School policies.
- b. The sharing of arrest related information by the SRO with school administration, upon request or at the direction of the SRO, will involve the dissemination of arrest reports and calls for service filed with the Centerville Police or from other law enforcement agencies coming into contact with students from Centerville School District.
- c. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
- d. If the SRO is aware of information on a student that is officially obtained by the Centerville Police Department that reflects that the student is in

- violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
- e. If a juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the Centerville Chief of Police or his/her designee.
 - f. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file. This file may be shared with other Centerville Police personnel and Criminal Justice Agencies, but will not be part of the student's school record.
 - g. Any information that is obtained by the SRO that pertains to criminal activity occurring outside Centerville, Ohio city limits shall be relayed to the police department of jurisdiction.
 - h. When any felony occurs or any crime that prompts a formal public information response from the School or the City, or if a school building is evacuated, the SRO shall contact his immediate supervisor at the Centerville Police Department as soon as possible.
 - i. The SRO shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.
 - j. To the extent allowed by applicable law, the School shall identify the SROs as "school officials" in the annual FERPA notice of rights given to parents and eligible students subsequent the execution of this MOU. The SRO is acting as a school official with a legitimate educational interest in student personally identifiable information ("PII") when 1) the information is necessary to perform services pursuant to this MOU that would otherwise be performed by School employees; 2) the SRO is under the School's direct control in the use and maintenance of the records; and 3) the SRO will only use PII for the use for which it was provided and may not redisclose the PII without consent. The City acknowledges that, under the terms of this paragraph, the SROs may be receiving PII. The City agrees that it shall not, and shall ensure that the SROs do not, access, use or disseminate or otherwise redisclose any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to the School with respect to such information. The parties shall ensure that the SROs who are provided with access to personally identifiable student information will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements. Information obtained from these databases and other education record information are protected, not subject to public record requests or release and therefore shall not become a public record by means of police reporting.

8. **Role in Planning for and Responding to Critical Incidents**

The SRO will be familiar with the School's crisis plans. The SRO will also serve as the liaison between the Centerville Police Department in coordinating crisis planning and updating the School's crisis plans. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration and staff, law enforcement personnel, and other emergency resources if practical.

9. **Additional Expenses.**

Any expense generated by a SRO beyond that normally occasioned by a police officer performing his/her duties shall be reimbursed to the City by the School provided the City has received prior written approval from the School before incurring of same. For example, overtime for additional SROs or officers to attend sporting events or dances may result in such additional expenses. Any such authorized expense shall be invoiced by the City to the School and paid by the School within 30 days after the date of the invoice.

10. **Insurance and Subrogation.**

Each party shall be responsible for maintaining any liability insurance deemed appropriate by each. There shall be no indemnity between the parties for any liability arising out of an alleged act or omission by the other party, its agents or employees. Each party waives any right of subrogation on its own behalf and on behalf of its insurers.

11. **Default.**

In the event either party fails to perform any of its duties hereunder, the non-defaulting party may elect to terminate upon the giving of thirty (30) days prior written notice. Upon termination, all rights, duties, and obligations of both parties shall cease as to any future performance hereunder but each party shall remain liable to the other for payment of any money which became due to the other prior to termination, and each party shall be entitled to the return of any property owned by it in the possession of the other.

12. **Miscellaneous.**

This MOU represents the entire agreement between the parties superseding all prior written and oral agreements. No amendment or modification shall be effective unless in writing signed by the duly authorized representatives of any party. Time is of the essence. This Agreement shall be subject to and construed in accordance with the laws of the State of Ohio.

This Agreement is hereby executed upon the date first aforesaid by each party acting through its duly authorized representative.

CITY OF CENTERVILLE

Wayne S. Davis
City Manager

Approved as to form:

Scott A. Liberman
Municipal Attorney

CENTERVILLE CITY SCHOOL DISTRICT:

Thomas Henderson, PhD
Superintendent of Schools

FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the Board of Education of the School District under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of School District during the year 2019, 2020 and 2021 under the foregoing Agreement will have been lawfully appropriated for that purpose, and will be in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2019

Treasurer, Board of Education
Centerville City School District