

ORDINANCE NO. 58-2018

AN ORDINANCE AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOUDONVILLE-PERRYSVILLE EXEMPTED VILLAGE SCHOOL DISTRICT FOR THE PROVISION OF A SCHOOL RESOURCE OFFICER AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Loudonville desires to enter into memorandum of understanding with the Loudonville-Perrysville Exempted Village School District to provide the District with a school resource police officer;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LOUDONVILLE, STATE OF OHIO:

SECTION 1: That the Mayor and the Fiscal Officer of the Village of Loudonville are hereby authorized and directed to enter into a memorandum of understanding with the Loudonville-Perrysville Exempted Village School District to provide a school resource officer pursuant to the terms set forth on the attached Exhibit A.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health and safety in the Village of Loudonville, for the reason that it is immediately necessary to provide policing services to schools within the Village. This Ordinance shall therefore take effect and be in force immediately upon its passage and approval by the Mayor of the Village of Loudonville.

Dated: _____

Stephen Stricklen, Mayor

Attest:

Elaine Van Horn, Fiscal Officer

Thomas R. Gilman, Village Solicitor

MEMORANDUM OF UNDERSTANDING FOR SCHOOL RESOURCE OFFICER

This Memorandum of Understanding ("MOU") is entered into this 10th day of September, 2018, between the Village of Loudonville ("Village") and the Loudonville-Perrysville Exempted Village School District ("District").

Scope of Agreement and Services:

Whereas, the Village agrees to maintain a regularly scheduled School Resource Officer assigned to the District pursuant to the authority provided in Ohio Revised Code 3313.951;

Whereas, it is the desire of the parties to promote a safe and secure learning environment and a visible positive image of law enforcement for students, faculty, staff and the school community, to provide a safe and secure educational environment in partnership with the school system and law enforcement, and to develop a mutual partnership to work with faculty and staff to create a well-rounded atmosphere within the school building(s) and on school grounds;

Whereas, the parties desire to make certain arrangements in respect to the SRO, as follows.

Term of Memorandum of Understanding:

This MOU shall be effective October 8, 2018 and remain in effect until termination by either party. Either party may terminate this MOU upon 30 days written notice to the other party.

District Responsibilities:

The District shall accomplish the following:

1. Give prompt notice to the Village whenever the District observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this MOU.
2. The District shall designate the Superintendent, Principal, or other designee as a point of contact to represent the District on a day-to-day basis and notify the Village as to who shall serve as the District's point of contact. The point of contact:
 - a. Shall have the ability to authorize the Village to begin and end services.
 - b. Shall coordinate services with the Village.
3. The District will provide the SRO with a highly visible office that is readily accessible to students but capable of providing privacy when needed. The School District will provide a private telephone, private phone line, computer, network and internet access, printer, desk, desk chair file cabinets and/or file drawers and other standard office furniture as agreed upon by the School District and the Village. The School District will supply the SRO with general office supplies such as paper, envelopes, folders, pens/pencils, stapler, paper clips, note pads and other items as may be mutually agreed upon by the parties to this agreement.
4. Any training required/requested by the district will be the responsibility of the district.

Village Responsibilities:

The Village shall accomplish the following:

1. Schedule the SRO to generally work a five day week Monday through Friday of forty (40) hours. Hours of work will be consistent with hours established for a normal student school day (7:30 a.m. to 3:30 p.m.). Upon arrival, the SRO will check-in each day with the District administrator designated by the Superintendent. Hours of work can be adjusted based upon needs of the District and the SRO assignment for that day. In any event, where the Village or Village Designee orders the SRO to leave a school duty assignment during normal SRO duty hours to perform other services for the Village, time spent away from the school shall not constitute hours worked under this Agreement. Hours worked less than forty (40) each week shall be "banked" and may be used at a future time mutually agreed upon between the Parties. When "banked" hours are used, they shall not constitute overtime hours.
2. Training required by the Village will be provided at the expense of the Village.
2. Make available to the SRO all training programs and other regular facilities of the Village.
3. Give prompt notice to the District whenever the Village observes or becomes aware of any fault or deficit in the service or any non-conformance with this MOU.
4. The Village will provide the District, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
5. Provide the SRO with one properly equipped and fueled patrol emergency vehicle for the period of time the SRO is working at the District.
6. Village will provide a standard issued duty weapon and ammunition for the SRO.
7. Provide the District with a periodic activity report when requested by the District. Said Village Chief of Police or his representative will be available at District board meetings, as requested, to the extent possible.
8. The SRO will be provided with access to and/or copies of the District emergency management plan for each building. The SRO will be provided a student's confidential and personally identifiable information only when the SRO is performing a service or function for which the District would use its employees, such as conducting threat assessments, promoting school safety, and protecting the physical security of students. The SRO will use this information only as directed and agrees to not re-disclose it without consent or a lawful exception to student privacy laws. The parties agree the SRO's investigation reports, notes and other documents maintained by the SRO ("records") relate to the SRO's role as a Village employee. These records will not be maintained by the District and are not student records.
9. The SRO may be required to provide other policing services to the Village during days that are not normal student school days. These shall include summer break, winter break, spring break, and similar times.

Special Events

The Village shall have discretion to assign the officer(s) of its choice to police special events of the School District when such policing services are requested by the District, such as sporting events, graduation ceremonies, and similar gatherings. If the SRO fulfills those duties, compensation shall be provided for pursuant to this MOU, and if overtime costs will be incurred, such overtime must be approved by the District in advance. If other officers of the Village fulfill those duties, they shall be compensated pursuant to separate agreement(s) of the parties.

Community Emergencies

The Village reserves the right to require the SRO to respond to emergencies occurring in the Village where deemed necessary by the Chief of Police pursuant to Village Responsibilities, Section 1., above.

Non-Employment:

The SRO shall not be an employee of the school district. The Village shall have the power and authority to hire, discharge and discipline SROs in its sole discretion. The SRO is a Village employee and shall be under the control, supervision and administration of the Loudonville Chief of Police at all times of providing services under this MOU. While on duty in the school building(s) and/or on school grounds, the SRO will recognize Superintendent/School Principal's authority and cooperate with the school officials, including administrators and faculty.

Qualifications for SRO:

Possess a valid Ohio Peace Officer Training Commission Certificate demonstrating the successful completion of a basic training program.

Successfully complete at least forty (40) hours of school resource officer training within one year after appointment through either the National Association of School Resource Officers, the Ohio School Resource Officer Association, or a peace officer certified to conduct a course that satisfies the conditions set forth in O.R.C. 3313.951(B)(3) (to be paid by the Village). The aforementioned school resource officer training shall include instructions regarding skills, tactics, and strategies necessary to address the specific nature of all of the following:

1. School campuses;
2. School building security needs and characteristics;
3. The nuances of law enforcement functions conducted inside a school environment, including:
 - a) Understanding the psychological and physiological characteristics consistent with the ages of the students in the assigned building or buildings;
 - b) Understanding the appropriate role of school resource officers regarding discipline and reducing the number of referrals to juvenile court; and
 - c) Understanding the use of developmentally appropriate interview, interrogation, de-escalation, and behavior management strategies.
4. The mechanics of being a positive role model for youth, including appropriate communication techniques which enhance interactions between the school resource officer and students;

5. Providing assistance on topics such as classroom management tools to provide law-related education to students and methods for managing the behaviors sometimes associated with educating children with special needs;
6. The mechanics of the laws regarding compulsory attendance, as set forth in Chapter 3321 of the Ohio Revised Code;
7. Identifying the trends in drug use, eliminating the instance of drug use, and encouraging a drug-free environment in schools.
8. Has the ability to conduct criminal investigations.
9. Has an understanding of applicable Federal and State laws, applicable municipal, township and county ordinances/resolutions and Board of Education policies and regulations.
10. Possess communication skills and abilities to effectively function within the school environment, including an understanding of child and adolescent development.
11. Certified or become certified as a D.A.R.E. instructor (or other similar program) if desired and agreed upon by the Village and School Administration.
12. Possess an even temperament and adhere to the standard of conduct applicable to sworn law enforcement officers.

Duties of SRO:

Provide a safe and secure school environment; serve as an educational resource and as a liaison between the School District and the Village. Specific daily assignments may vary to meet this function. The SRO will meet with the School Principal or designee to discuss plans and strategies to address any specific needs or issues that may arise related to the duties and expectations of the SRO program.

The SRO will present for duty each day in the prescribed uniform as approved by the Village or Designee. Uniforms will be at the expense of and issued by the Village.

Criminal Activity in School Building(s) and on School Grounds- the SRO will investigate and take reports of criminal activity committed in school buildings and on school grounds. Assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned. The SRO has authority to make arrests and consider alternatives to arrest at his/her discretion. The SRO should be informed of criminal activities occurring on the school campus. The SRO will inform School Administration of criminal activities occurring on school campus to ensure all interested parties remain informed.

School Policy and Discipline- the SRO will not act in the capacity of a school disciplinarian and will take action only when there is a violation of law(s). School discipline is the responsibility of the appropriate school administrator. The SRO will have knowledge of the student handbook and with any gained knowledge report policy violations through appropriate channels to the school administration. The SRO will refrain from getting involved in matters or incidents that should be handled by school officials unless the incident poses a risk of harm to the school official, student(s) involved or other parties.

Professional Development – the SRO will attend professional development and training requirements as assigned by the District or Village, including training with a focus on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods.

SRO Role in Critical Incidents:

The SRO will be familiar with the emergency operations manual of the school district. During critical incidents occurring on school property the SRO will act as a liaison between the School Administration, the Village and other emergency resources.

The SRO will participate in any critical incident or School District Safety Planning meetings, including coordinated crisis planning and the updating of district crisis plans and shall consult with local law enforcement officials and first responders when assisting the District in the development or updating of its emergency management plan.

SRO Role in Search and Interrogation:

When requested, the SRO may standby to keep the peace and/or to maintain safety while school administration conducts a search of person(s), property or vehicle(s).

The SRO shall review the District's Search and Seizure policy and maintain separation during school searches except as permitted under Board Policy and state and federal law.

School Administration shall not question, interview or interrogate student(s) regarding possible criminal conduct, on behalf of or as agents for the SRO or the Village. If the SRO acting under scope of his/her duties as an SRO participates in an interrogation of a student or gains information which may be used against a student in a judicial proceeding, the SRO will follow all state and federal laws regarding arrest, search, seizure and interrogation of student(s).

Sick Leave-Vacation-Leave of Absence:

Sick leave will be handled as directed by the Village policies. The SRO will notify the school administration of his/her sick leave. Substitution for an SRO on sick leave will be addressed by School Administration and the Village.

The SRO will not be permitted to take extended leave of absence or vacation during the school year. Time off must be approved by the Chief of Police, with input from the School Administrator.

Rights and Laws:

All parties agree as a condition of this Agreement that they will strictly adhere to all factors specified in Title IV of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. All parties further agree to comply with all appropriate Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. All parties agree as a condition of this Agreement to make all services provided pursuant to this Agreement accessible to the disabled/handicapped. Parties further agree as a condition of this Agreement to comply with Section 504 of the Rehabilitation Act of 1973 amended (29 U.S.C. 794) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with the contents of this paragraph may be subject to termination of this Agreement.

Drug-Free Workplace:

All parties agree to abide by all applicable Federal and State laws regarding Drug-Free Workplace and establish and have a Drug-Free Workplace policy. All parties agree to make a good faith effort to ensure

any and all of their providers, officials, officers, employees, agents, representatives, volunteers and or servants will not purchase, use, possess illegal drugs or abuse alcohol and/or prescription drugs in any way.

Parties Responsible for Their Own Actions:

The Parties as governmental entities/political subdivisions lack authority to indemnify. Accordingly, the School District and the Village shall be responsible for their own actions and/or actions of their respective board members, officials, officers, employees, agents, representatives, volunteers and/or servants resulting from performing and/or providing services or programs under and/or under this Agreement.

Insurance:

The Village shall purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance policy with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims made during the term of this Agreement.

The School District shall purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance policy with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims made during the term of this Agreement.

Non-Waiver:

Nothing in this MOU, including without limitation its insurance provisions, shall in any way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to either party under applicable law, including but not limited to, those contained in Chapter 2744 of the Revised Code of the State of Ohio.

Compensation and Payment:

The School District agrees to pay the Village fifty-five thousand dollars (\$55,000.00) per year under this Agreement. Invoices shall be sent by the Village twice per year, in June and December. The School District will also pay for overtime worked by the SRO for services provided to the School District by the SRO and requested by the School District. The SRO and Village shall be responsible for maintaining a written record of time worked by the SRO. Should either party be awarded any funding, through grants or otherwise, the financial terms of this Agreement shall be re-negotiated. The Village shall be responsible for all employment-related costs for the SRO, including worker's compensation, unemployment compensation, benefits and any other liability or responsibility of an employer with respect to the law enforcement officers that it assigns to the District pursuant to this MOU.

Approval/Signatures:

Before this Agreement is executed it should be reviewed by Legal Counsel for the Village and Legal Counsel for the School District. To further support all parties' satisfaction with this Agreement, a signature page including date should be executed by the Village, Village Solicitor as to form, the School District Superintendent, and the School District Board of Education.

Signatures Page:

Superintendent/ Date

Treasurer/Date

Board President/Date

Mayor/ Date

Village/ Date

Village /Date