

RESOLUTION NO. 128-2022

Replaces Resolution 095-2022

School Resource Office/Dare/Community Liaison Officers Interagency Agreement

Cuyahoga County, Ohio

Be It Resolved by the Township Trustees of Olmsted Township that

WHEREAS, the Olmsted Township Board of Trustees deems it necessary to establish a tool and policies that ensure both the fiscally sound and effective use of safety forces to support the public good, within the township, and,

WHEREAS, the School Resource/DARE/Community Liaison Officers (hereafter called the Officer) provides beneficial services that support safety for school children and their families within Olmsted Township, and;

WHEREAS, the Olmsted Township and the Olmsted Falls City School District have discussed and agreed to an agreement that details the allocation of costs and defines responsibilities and roles of participants within the School Resource/DARE/Community Liaison Officers Program within the school district, and;

WHEREAS, the Olmsted Falls City Schools has amended the agreement to indicate that the Olmsted Falls City Schools will pay the difference between the first Officer salary for the 2022-23 school year (August 24, 2022 – June 6, 2023 after the Drug Use Prevention Grant has been applied (if applicable). The cost of the second Officer will be split between the School District and Olmsted Township at a 50% level for the period between the Officer's first of duty (anticipated to be October 31, 2022 – June 6, 2023. The Olmsted Township will be responsible for the financial share after the school year is over and up until the start of the new school year, and;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of Olmsted Township, Cuyahoga County, State of Ohio, that Olmsted Township Trustees shall approve the School Resource/DARE/Community Liaison Officers Interagency Agreement for the 2022-23 school year, for the benefit of local residents and students within the district, Said Agreement is marked as Exhibit A herewith as though written completely into this resolution, and

BE IT FURTHER RESOLVED that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and 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.

Adopted the 9th day of November, 2022

Attest: Brian M. Pittell
Township Fiscal Officer

Jeanne M. Kynd
Zeni J. Zee

Township Trustees

SCHOOL RESOURCE/DARE/COMMUNITY LIAISON OFFICER INTERAGENCY AGREEMENT

This Agreement is made, this 1 day of November, 2022, by and between the **OLMSTED FALLS SCHOOL DISTRICT** (hereinafter School District), and the **OLMSTED TOWNSHIP POLICE DEPARTMENT** (hereinafter Police Department) and shall terminate on June 6, 2023.

WITNESSETH:

WHEREAS, the School District and Police Department agree to provide the School District two (2) full-time School Resource/DARE/Community Liaison Officers in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SRO/DARE/Community Liaison Officers (hereafter called the Officer) in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS AS FOLLOWS:

Cost of the SRO Program

1. The detailed costs of the School Resource Officers are outlined in Appendix A.
2. The cost of the SRO/DARE/Community Liaison Officer Program shall be paid in the following manner:
 - a. The School District and Olmsted Township will agree to hire 2 Officers.
 - b. The Olmsted Falls School District and Olmsted Township agree that the school district will assume the full cost of Officer 1 (Joe English) for 10 months and the cost of Officer 2 (Gary Dieckman) will be split between the School District and Olmsted Township at a 50% level for the period the Officer serves the school district.

Employment of the Officer

3. The Officer shall be an employee of the Police Department and shall be subject to the administration, supervision, and control of the Police Department.
4. The Officer shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this agreement.
5. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the Officer according to the current Collective Bargaining Agreement between the Ohio Patrolmen's Benevolent Association and Olmsted Township (Full-Time Patrol Officers).

6. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the Officer position to the Chief of Police who shall assign such officer.
7. Two (2) Officers will be assigned to the School District.

Duty Hours

8. The SRO/DARE Officers' hours shall be determined by the Police Department. Whenever possible, it is the intent of the parties that the Officer's duty hours shall conform to the school day of the Olmsted Falls High School with time allocated to perform DARE instruction at the Olmsted Intermediate School.
9. It is understood and agreed that time spent by the Officer attending court or other functions arising from and/or out of their employment as an Officer shall be considered as hours worked under this agreement.
10. In the event of an emergency, the Officer is ordered by the Chief of Police or other superior officer to leave their school during normal duty-hours as described above and perform other services for the Police department, then the time spent shall not be considered hours worked under this agreement. In such an event, the compensation paid by the School District to the Police Department shall be reduced by the number of hours of SRO/DARE Officer service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.
11. In the event the Officer is absent from work, the Officer shall immediately notify his/her immediate supervisor and the School District.

Duties of School Resource Officer

12. The SRO/DARE Officers duties will include; but not be limited to, the following:
 - To be a visible, active law enforcement and community liaison figure on School District property dealing with law enforcement matters and school code violations originating on the School District property or off the property as deemed necessary by the School District and or Police Department.
 - To act as a designee of the school administrator in maintaining the physical plant of the assigned school(s) to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.

- To provide a classroom resource for education using approved materials.
- To be a resource for students which will enable them to be associated with law enforcement figures in the student's environment.
- To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- To make appearances before the School Board, Township Government, student councils, parent groups and other such organizations, whether public or private, as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- To document all activities of the Officer on and off School District Property in a monthly report to be provided to the Police Department and the principal of the assigned school.
- Disciplining students is a School District responsibility, and only when the principal and the Officer agree that the Officer's assistance is needed to maintain a proper school environment would the principal request the Officer's involvement.
- If the principal believes that in a given situation or incident there is a law violation, the principal may request Officer involvement.
- It will be the responsibility of the Officer to report all crimes originating on School District property and/or other agencies involving students on a campus served by an Officer to the Police Department and School District.
- Both the School District and the Police Department will be involved in the evaluation process of the Officer. The Officer will receive prior notification of this process by the Lieutenant of Police.
- All matters and future matters involving the Officer will be addressed to the Officer Program Liaison Officer (Lieutenant of Police) or the Chief of Police for immediate resolution.
- The Officer will coordinate his/hers actions with his/her supervisor for law enforcement cases.
- The School District will provide the Officer with a work area and officer supplies for the Officer to perform their duties.
- Any law enforcement agency requesting to conduct formal police interviews, interrogations, and arrest of any student should be referred to the School District Officer.
- The Officer will be familiar with helpful community agencies, such as mental-health clinics, drug treatment centers, etc.; that offer assistance to dependency – and delinquency – prone youths and their families. Referrals will be made when necessary.

- The Officer and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- The Officer will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice from the School District (Superintendent or Principal) and Police Department (Chain of Command) prior to enacting any programs within the school.
- The Officer is first and foremost a law enforcement officer. This fact must be constantly reinforced.
- The Officer will provide community-wide crime prevention presentations that include, but are not limited to: Drugs and the law, Alcohol and the law, Sexual Assault prevention, Safety programs, and any other crime prevention program assigned. These presentation(s) shall be for adults and juveniles.
- The Officer will wear an approved departmental uniform, formal business attire, or business casual with appropriate departmental identification as deemed appropriate by the Liaison (Lieutenant of Police), Chief of Police, and/or school principal.
- The Officer will wear their department authorized duty weapon(s) in accordance with departmental policy.

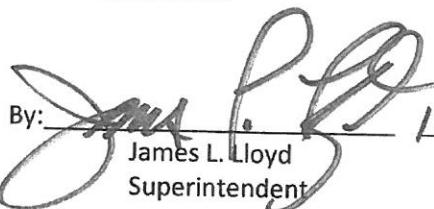
Chain of Command

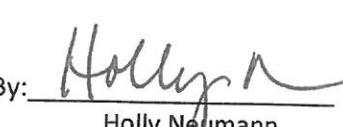
13. As employees of the Police Department, the Officer will be subject to the chain of command of the Police Department.
14. In the performance of their duties, the Officer shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.
15. The Officer at times may have to work out of their assigned jurisdiction (Olmsted Falls) at Falls Lenox if requested by the School District. The Officer will immediately notify the Olmsted Falls Police Department (OIC) of their intentions. It will be the responsibility of the Officer to coordinate all their activities with the Olmsted Falls Police Department. Due to venue reasons, the Olmsted Falls Police Department shall have complete jurisdiction on any cases arising in their jurisdiction.
16. The Officer shall not transport students in Police department vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.
17. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The Officer shall not transport students in their personal vehicles.
18. The Officer shall notify school personnel upon removing a student from the school.

Access to Educational Records

19. School officials shall allow the Officer to inspect and copy any public records maintained by the school to the extent allowed by law.
20. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the Officer that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
21. If confidential student records information is needed by the Officer, but no emergency situation exists, the information may be released only as allowed by law.

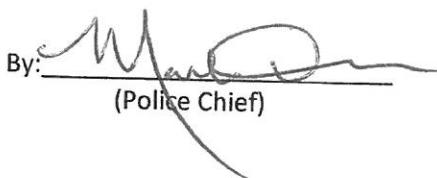
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

By:  James L. Lloyd
Superintendent 11-10-22 Date

By:  Holly Neumann
Board President 11-17-22 Date

By: Kearenne M. Yurd
Ybe J. Jor

(Trustees Olmsted Township)

By: 
(Police Chief)

APPENDIX A Attached

Appendix A

**Olmsted Falls SRO
FY2023
Full-Time Patrolman
2022-2023 School Year**

Description	English	Dieckman
Salary	\$78,890.24	\$78,890.24
Longevity	\$850.00	\$850.00
Clothing Allowance	\$1,200.00	\$1,200.00
Medicare	\$1,173.63	\$1,173.63
PERS	\$14,432.98	\$14,432.98
Benefits	\$19,089.05	\$19,089.05
Total Salaries and Benefits	\$115,635.90	\$115,635.90
Average Monthly Rate	\$9,636.33	\$9,636.33
OFCS Months Obligated for 2022-2023 School Year English August - May/ Dieckman November-May	10 \$96,363.25	7 \$67,454.28
2022-2023 School Year OFCS Obligation *full 10 month obligation of English, 50% of 7 month obligation of Dieckman	\$96,363.25	\$33,727.14