

RESOLUTION NO. 095-2022

School Resource Officer - Memo of Understanding

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 Program 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 a memo of understanding that details the allocation of costs and defines responsibilities and roles of participants within the SRO Program within the school district, and;

WHEREAS, the Olmsted Falls City Schools has amended the SRO Contract to indicate that the Olmsted Falls City Schools will pay the difference between the SRO salary for the 2022-23 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 SRO Memorandum of Understanding for the 2022-23 school year, for the benefit of local residents and students within the district, 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 24th day of August, 2022

Attest:

Brian M. Dwyer
Township Fiscal Officer

James M. Dwyer
Ray A.
Isi J. Jones
Township Trustees

See Resolution
128-2022

SCHOOL RESOURCE/DARE OFFICER INTERAGENCY AGREEMENT

This Agreement is made, this _____ day of August, 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 a full-time School Resource/DARE Officer 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 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 cost of the SRO/DARE Program shall be paid by the agreed upon split between the School District and Olmsted Township. The Olmsted Falls School District will pay the residual amount of the SRO salary/benefits for the 10 month period (August 24, 2022 – June 6, 2023) after the Drug Use Prevention Grant has been applied (if applicable).

Employment of School Resource Officer

2. The SRO/DARE Officer shall be an employee of the Police Department and shall be subject to the administration, supervision, and control of the Police Department.
3. The SRO/DARE 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.
4. The Police Department in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO/DARE Officer according to the current Collective Bargaining Agreement between the Ohio Patrolmen's Benevolent Association and Olmsted Township (Full-Time Patrol Officers).
5. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO/DARE Officer position to the Chief of Police who shall assign such officer.
6. One (1) SRO/DARE Officer will be assigned to the School District.

Duty Hours

7. The SRO/DARE Officer hours shall be determined by the Police Department. Whenever possible, it is the intent of the parties that the SRO/DARE 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.
8. It is understood and agreed that time spent by the SRO/DARE Officer attending court or other functions arising from and/or out of their employment as an SRO/DARE Officer shall be considered as hours worked under this agreement.
9. In the event of an emergency, the SRO/DARE 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.
10. In the event the SRO/DARE Officer is absent from work, the SRO/DARE Officer shall immediately notify his/her immediate supervisor and the School District.

Duties of School Resource Officer

11. The SRO/DARE Officers duties will include; but not be limited to, the following:
 - To be a visible, active law enforcement 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 or requested topics, particularly drug and alcohol abuse.
- To document all activities of the SRO/DARE 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 SRO/DARE Officer agree that the SRO's assistance is needed to maintain a proper school environment would the principal request the SRO/DARE Officer involvement.
- If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO/DARE Officer involvement.
- It will be the responsibility of the SRO/DARE Officer to report all crimes originating on School District property and/or other agencies involving students on a campus served by an SRO/DARE 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 SRO/DARE Officer. The SRO/DARE Officer will receive prior notification of this process by the Lieutenant of Police.
- All matters and future matters involving the SRO/DARE Officer will be addressed to the SRO/DARE Officer Program Liaison Officer (Lieutenant of Police) or the Chief of Police for immediate resolution.
- The SRO/DARE Officer will coordinate his/hers actions with his/her supervisor for law enforcement cases.
- The School District will provide the SRO/DARE Officer with a work area and officer supplies for the SRO/DARE 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 SRO/DARE Officer.
- The SRO/DARE 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 SRO/DARE Officer and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- The SRO/DARE 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 SRO/DARE Officer is first and foremost a law enforcement officer. This fact must be constantly reinforced.
- The SRO/DARE 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 SRO/DARE 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 SRO/DARE Officer will wear their department authorized duty weapon(s) in accordance with departmental policy.

Chain of Command

12. As employees of the Police Department, the SRO/DARE Officer will be subject to the chain of command of the Police Department.
13. In the performance of their duties, the SRO/DARE Officer shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.
14. The SRO/DARE Officer at times may have to work out of their assigned jurisdiction (Olmsted Falls) at Falls Lenox if requested by the School District. The SRO/DARE Officer will immediately notify the Olmsted Falls Police Department (OIC) of their intentions. It will be the responsibility of the SRO/DARE 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.
15. SRO/DARE 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.
16. 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 SRO/DARE Officer shall not transport students in their personal vehicles.
17. The SRO/DARE Officer shall notify school personnel upon removing a student from the school.

Access to Educational Records

18. School officials shall allow the SRO/DARE Officer to inspect and copy any public records maintained by the school to the extent allowed by law.

19. 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 SRO/DARE 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.
20. If confidential student records information is needed by the SRO/DARE 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: _____ Date _____
James L. Lloyd
Superintendent

By: _____ Date _____
Holly Neumann
Board President

By: *Jeaneen M. Kress*
[Signature]
[Signature]
(Trustees Olmsted Township)

By: *[Signature]*
(Police Chief)

