

FIRST READING: 10.14.19
SECOND READING: 10.28.19
THIRD READING: 11.25.19

ORDINANCE NO. 76-19

BY: THOMAS J. HUNT

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SCHOOL RESOURCE OFFICER AGREEMENT WITH THE ROCKY RIVER CITY SCHOOL DISTRICT BOARD OF EDUCATION FOR THE 2019-2020 SCHOOL YEAR

WHEREAS: the City of Rocky River and the Rocky River City School District Board of Education desire to enter into an agreement for School Resource Officer (SRO) services for the high school and middle school, and shared services of an SRO for the primary, intermediate, and early childhood center as further described in the attached Exhibit A; and

WHEREAS: the City Administration deems it to be a prudent use of Police Department services to support the School District through the services of School Resource Officers for Rocky River High School and Rocky River Middle School, and for shared service of an SRO for Goldwood Primary School, Kensington Intermediate School and the Rocky River Early Childhood Center.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. The Mayor is hereby authorized to execute the School Resource Officer Agreement between the City of Rocky River and the Rocky River City School District Board of Education for the 2019-2020 School Year, which agreement is attached as Exhibit "A".

PASSED: November 25th, 2019


JAMES W. MORAN
President of Council

PRESENTED

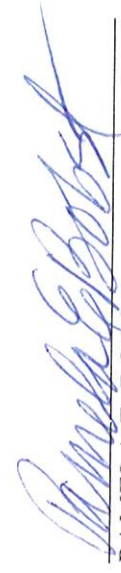
TO MAYOR: November 25th, 2019

APPROVED: November 25th, 2019

ATTEST:

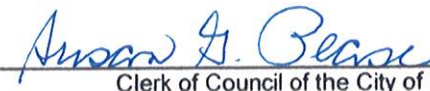

SUSAN G. PEASE

Clerk of Council


PAMELA E. BOBST

Mayor

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 25th day of November, 20 19.


Clerk of Council of the City of Rocky River, Ohio

mydocs:SROAgreementfor2019-2020schoolyear

City of Rocky River } ss
County of Cuyahoga }

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 76-19 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 25th DAY OF November 20 19 THAT THE PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND CERTIFIED OF RECORD ACCORDING TO LAW; THAT NO PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH ORDINANCE HAVE BEEN TAKEN; THAT SUCH ORDINANCE AND THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD IN ORDINANCE RECORD NO. 76-19

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 25th DAY OF November, 20 19.


CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

School Resource Officer (SRO) Memorandum of Understanding
between the
City of Rocky River Police Department (“RRPD”)
and the
Rocky River City School District Board of Education (“Board”)

1. Term. The term of this Memorandum of Understanding (Memorandum) shall be for the 2019-2020 School Year in its entirety. Thereafter, this Memorandum shall continue from School Year to School Year unless and until either party provides thirty (30) calendar days’ advance, written notice of termination to the other party. School Year shall mean all days of student attendance days from August through June as set forth in the Board-approved calendar for a given School Year, plus such other days and events as agreed to in advance by the parties.

2. Full-Time SROs.

- a. Full-Time School Resource Officers at Rocky River High School, Rocky River Middle School and shared between Goldwood Primary School, Kensington Intermediate School and the Rocky River Early Childhood Center.** During the term of this Memorandum, the RRPD shall provide one sworn, uniformed member of the RRPD to serve as the full-time SRO (“SRO”) at Rocky River High School, one sworn, uniformed member of the RRPD to serve as the SRO at Rocky River Middle School and one sworn, uniformed member of the RRPD to be shared between Goldwood Primary School, Kensington Intermediate School and the Rocky River Early Childhood Center.
- b. Goals of the Board’s SRO Program.** The Board wishes to maintain uniformed peace officer presence at Rocky River High School, Rocky River Middle School and shared between the Goldwood Primary School, Kensington Intermediate School and the Rocky River Early Childhood Center during all school days and at other school events as may be requested by the Board in advance of such event; foster a school resource officer 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 Board’s Superintendent and/or designee shall meet with representatives of the RRPD prior to the start of the 2019-2020 School Year to develop a mutually agreeable full-time calendar for the SRO assigned to perform shared services at Goldwood Primary School, Kensington Intermediate School and the Rocky River Early Childhood Center. The agreed upon calendar shall be printed and a copy delivered to the SRO performing shared services and maintained by the Board’s Superintendent and/or designee and the RRPD.
- c. Background/Expected Expertise of SROs.** All SROs shall be sworn peace officers under Ohio law; possess a minimum of two (2) years of experience in a law enforcement; have proven performance as reflected by prior performance evaluations; possess a broad base of knowledge regarding youth, social issues, and the criminal justice system; possess a demonstrated ability to work with youth; possess effective oral and written communication

skills; possess a demonstrated ability to deal tactfully and effectively with others; and possess such other qualifications as the Board may determine to be appropriate.

d. Professional Development of SROs. The parties agree that each SRO providing services under this Memorandum is a “school resource officer” under Ohio Revised Code 3313.951. Notwithstanding Ohio Revised Code 3313.951(B)(2), all SROs providing services under this Memorandum shall be subject to all of the school resource officer training requirements under Ohio Revised Code 3313.951(B)(1)(b) and all other training requirement by Ohio Revised Code 3313.951 and the Board.

e. Roles, Responsibilities, and Expectations for SROs. SROs will assist the Board in matters of security for the Board as requested; use best efforts to ensure safe and secure school facilities; respond to security situations or crises at the Board’s facilities and sites using the appropriate escalation of force level up to and including armed response by following established law enforcement protocol; anticipate a wide spectrum of potential emergency situations; serve as the Board’s liaison to local, state and federal law enforcement agencies; assist in developing, maintaining, and implementing the Board’s school safety and school crisis plans including emergency response components, visitor registration and identification procedures, student and personnel identification procedures, building surveillance systems, building safety systems, building lighting and signage, school staff orientation and training, community outreach regarding school safety plans, and coordination of services with local, state and federal law enforcement and emergency agencies; participate in and successfully complete any required training that may be deemed necessary to perform the duties under this Agreement.

f. Protocol for Handling Suspected Criminal Activity and School Discipline.

- i. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators, unless the violation or misbehavior involves criminal conduct.
- ii. SROs are generally not involved in investigating school rule violations unless the violation or misbehavior involves criminal conduct.
- iii. SROs will not respond to or be responsible for requests to resolve routine disciplinary problems involving students.
- iv. SROs shall nonetheless report any violations of school discipline policies and practices to an appropriate Board administrator.
- v. SROs must differentiate between school disciplinary issues and potentially criminal actions and respond appropriately.
- vi. SROs shall not use a physical restraint device, such as handcuffs, on a student unless the student is being placed under arrest for referral to the criminal justice system and/or the student poses a serious risk of harm to himself/herself or others.

- g. Requirement for Coordinated Crisis Planning/Updating of School Crisis Plans.** The Board's Superintendent and/or designee and the RRPD and at least one (1) SRO shall meet in person on at least one (1) occasion each School Year to review, discuss, evaluate, and propose revisions to any and all aspects of the Board's current school safety and school crisis plans. The outcome of such meetings shall be memorialized for review at subsequent meetings aimed at coordinated crisis planning.
- h. Positive Relationships.** The parties shall work cooperatively to foster a school resource officer 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.
- i. Emergencies.** The Board understands that the RRPD may need to re-assign SROs temporarily to other law enforcement responsibilities in the event of an emergency requiring the SROs presence elsewhere.
- j. SRO Absence.** Should a SRO be absent on a school day or another agreed-upon assignment for any reason, the RRPD will assign a similarly qualified member of the RRPD during the period of absence. In the event of an SRO's absence, the District agrees to pay directly the RRPD member assigned to cover the absence at the RRPD member's daily rate then in effect contingent upon the submission of a verified timesheet to the District's Treasurer. The District shall maintain an accounting of all direct payments made to RRPD members covering an SRO absence and shall be entitled to deduct one hundred percent (100%) of that amount from the fourth quarter installment payment required to be made to RRPD for any given School Year covered by this Agreement.
- k. Additional SROs for Special Events.** The RRPD shall arrange for and provide additional SROs for special school events and activities as authorized by the Board and agreed to in advance by the parties

3. Compensation.

- a. SROs at Rocky River High School, Rocky River Middle School and shared between Goldwood Primary School, Kensington Intermediate School and the Rocky River Early Childhood Center.** As compensation for the services to be performed by the SROs in accordance with paragraph 2 above, the Board shall compensate the RRPD in an amount not to exceed \$210,811.80 annually (\$70,270.60 per SRO), which shall be payable in quarterly installments on or before September 1, November 1, February 1, and April 1 of each school year throughout the term of this Memorandum.
- b. Grant Compensation.** RRPD agrees to apply, as a credit against any outstanding amount due from the District during any School Year covered by this Agreement, one hundred percent (100%) of the Drug Use Prevention grant, allocated for the SRO program (\$16,305.24 for the 2019-2020 school year) and credited to the Rocky River City School District SRO contract balance – or any other federal or state grant related to student safety,

school safety, drug, alcohol or crime deterrence and/or prevention or school resource office training and services – that it receives during any School Year covered by this Agreement.

- c. **Tax Obligations.** The Board is not responsible for paying any federal, state or local income taxes with respect to amounts paid under this Memorandum, and that the Board will not withhold through payroll deductions any taxes or other payments. The RRPD acknowledges that it is solely responsible for payment of all federal, state or local income taxes with respect to amounts paid in connection with SROs under this Memorandum.

- d. **Workers' Compensation.** The RRPD is responsible for workers' compensation insurance for the SROs performing services under this Memorandum at Rocky River High School, Rocky River Middle School and shared between Goldwood Primary School, Kensington Intermediate School and the Rocky River Early Childhood Center.

- e. **Unemployment Insurance.** The Board is not responsible for the payment of any unemployment insurance or unemployment benefits of any kind in connection with and/or as a result of the SROs providing services under this Memorandum.

- f. **Retirement System.** The Board is not responsible for the payment of any contributions to any retirement system or pension in connection with the SROs providing services under this Memorandum. The RRPD acknowledges that the SROs are not entitled to participate in any school retirement system and that no deductions are to be withheld by the Board under this Memorandum.

4. Rocky River Police Department Employees.

- a. The Parties agree the SRO's will at all times continue to be employees of the Rocky River Police Department while providing services under this memorandum and are neither agents nor employees of the Board for any purpose, and none of these individuals is entitled to any of the benefits that the Board provides or may provide to its own employees including but not limited to paid sick leave, paid personal leave, vacation, healthcare insurance, severance or any other benefit provided to employees of the Board. The SROs shall not be considered an administrator, teacher or classified employee of the Board for any purpose and shall have no authority to bind or commit the Board to any agreement or obligation, unless such authority to so provided by the Board.

- b. The Board is interested only in the results to be achieved and will only direct the SROs in the results to be achieved. The RRPD will determine the conduct and control of the work. The Board shall have no control over the means and manner in which the work is to be performed by the SROs under this Memorandum. SROs shall not have the authority to obligate the Board in any manner whatsoever.

- 5. **Confidentiality.** All confidential information regarding the Board's students, staff, security, technology, and other related school matters shall be maintained as confidential by the RRPD to the fullest extent permitted under applicable law.

- 6. Legal Compliance.** The RRPD agrees to abide by any and all pertinent federal, state, and local laws and regulations and those policies established by the Board regarding SROs. The Board agrees to abide by any and all pertinent federal, state, and local laws and regulations and those policies established by the RRPD. In particular, the parties will adhere to the requirements of Ohio Revised Code 3313.951 as may be amended from time to time.
- 7. Request for Removal.** The Board shall have the right to request the removal of any SRO whom it believes is impeding or negatively affecting the services to be provided under this Memorandum. The RRPD and Board shall promptly meet to address the Board's removal request.
- 8. Acceptance of Responsibility.** The Board, to the fullest extent permitted under applicable law, shall be responsible for any and all personal injury and property damage which is attributable to the negligent actions or negligent omissions of its employees acting within the scope of their employment. The RRPD, to the fullest extent permitted under applicable law, shall be responsible for any and all personal injury and property damage which is attributable to the negligent actions or negligent omissions of its employees acting within the scope of their employment. The Board and the RRPD agree that nothing contained in this paragraph shall operate as and/or be interpreted as a waiver of either party's respective sovereign immunity.
- 9. Miscellaneous Items.**
- a. Assignment.** This Memorandum shall not be assignable or delegable by either party without the prior written consent of the other party.
 - b. Insurance.** The parties shall each maintain, at its own expense, insurance in the form of a comprehensive general liability policy with a reciprocal listing of the other as an additional insured. Each party shall provide to the other a certificate of insurance in compliance with this paragraph.
 - c. Superseding Clause.** Immediately upon execution, this Agreement replaces, extinguishes and supersedes any and all prior understandings and agreements, both oral and written, between the District and RRPD regarding SRO services between them.
 - d. Fiscal Certificate.** The Board shall provide the RRPD with a copy of any fiscal certificate required by Chapter 5705 of the Ohio Revised Code and the Board resolution approving this Memorandum.

IN WITNESS WHEREOF, the parties hereto have made and executed this Memorandum as of the latest date written below.

Rocky River Police Department

Kelly Stillman, Chief of Police
Date: _____

City of Rocky River

Pamela E. Bobst, Mayor
Date: _____

**Rocky River City School District
Board of Education**

Ruth Beach, Board President
Date: _____

Greg Markus, Treasurer/CFO
Date: _____