

1. Agenda

There is no agenda available for this meeting, please review the minutes.

2. Minutes

Documents:

[2020\\_COMMITTEE\\_MEETING\\_MINUTES\\_2-3-20.PDF](#)  
[REG.\\_MEETING\\_MINUTES\\_2-3-2020.PDF](#)

3. Meeting Materials

Documents:

[2020\\_2-3\\_REGULAR\\_MEETING\\_PACKET.PDF](#)  
[2020\\_COMMITTEE\\_MEETING\\_PACKET\\_2-3-2020.PDF](#)

4. Meeting Audio

[RECORDING OF REGULAR MEETING OF COUNCIL](#)  
[RECORDING OF COMMITTEE MEETING OF COUNCIL](#)

# City of Bay Village

Council Minutes, Committee Session  
Dwight A. Clark, President of Council, presiding

February 3, 2020  
Conference Room

President of Council Clark called the meeting called to order in the Conference Room of Bay Village City Hall at 7:00 p.m.

Present: Clark, DeGeorge, Kelly, Maier, Tadych, Winzig.

Excused: Councilwoman Stainbrook, Mayor Koomar.

Also Present: Law Director Barbour, Finance Director Mahoney, Director of Public Service and Properties Liskovec, Police Chief Spaetzle, Recreation Director Enovitch, Community Services Director Selig, Building Director Tuck-Macalla.

## AUDIENCE

Clare Banasiak, Alex Kamczyc, Denny Wendell, Tara Wendell, Jessica Breslin, Bay Village Branch Manager, Cuyahoga County Public Library.

## ANNOUNCEMENTS

Jessica Breslin, Bay Village Public Library

**Mr. Clark** introduced special guest Jessica Breslin, Branch Manager of the Bay Village branch of the Cuyahoga County Public Library.

Ms. Breslin announced the third year of a very exciting "One Community Reads" initiative. Libraries have partnered with Ideastream, the City Club, and Playhouse Square to all read the same book and be part of the largest regional book club. This year the book entitled "Palaces for the People" by Eric Klinenberg has been selected. Author Klinenberg is a librarian super-hero, because he understands the importance of what takes place in a modern, public library and how libraries are part of the social infrastructure of the community, helping aid public health and well-being. He also talks about senior centers, parks, and other community centers and the importance of a robust set of community services. It is a perfect read for Bay Village, especially because of all the excitement around the new building project, and the expansion of the Community Services Department headed by Director Leslie Selig, and some of the ways they have worked together. "Palaces for the People" is Andrew Carnegie's way of describing libraries, and the book is very antidotal, in spite of the fact that Mr. Klinenberg is a well renowned sociologist. The book is not too academic.

There will be two events as part of this regional book club. The first is Thursday, March 5 at the Bay Village Library which will be a branch-led discussion. It is hoped to have some community leaders and residents in attendance at that event on March 5 at 7 p.m. Mr. Klinenberg is going to be in Cleveland on March 9 to speak at Playhouse Square. A live stream of this event will be held at

the Westlake Porter Library. Ms. Breslin invited anyone to attend with her on March 9 at 7 p.m. at the Porter Library.

Ms. Breslin closed her presentation by distributing a "One Community Reads" pamphlet, which also talks about what partner organizations are doing, a Bay Village Library Program Guide for the winter, and information concerning the Homework Help for students after school. Copies of the book "Palaces for the People" were given to the administration and Council.

Ms. Maier asked what percent of the population participates in "One Community Reads." Ms. Breslin stated that she will provide information after the program is completed.

Mr. Clark asked Ms. Breslin what is the most frequently asked question in the library recently. Ms. Breslin stated that the library is full now for the AARP tax preparation program. From January 2 of this year to just last week, that tax preparation program was the biggest inquiry because the Bay Village Branch is one of just a few centers that still is offering in-house tax preparation.

There are 22 employees at the Bay Village Branch of the library, and 998 employees in the 27 branches and administration facility of the Cuyahoga County Library.

Mr. Klinenberg's book reveals that research indicates that in the 1990's during the heatwave people who stayed in their apartments, or didn't have anywhere to go were more likely to perish. With all the factors being the same, socio-economically, race, etc., if people lived in a community where they had either a senior center or library that they felt comfortable to go to, with cleanliness and good hours, they were far more likely to survive something even more devastating than that heatwave. The book is so affirmative for librarians and is also good for people questioning the role of the library in twenty-first century learning. It talks about the connectivity being the main piece of why the library is still so relevant.

Mr. Clark noted the excitement of the Bay Village community in the building of the new branch of the library in our City. Ms. Breslin stated that people are anxiously awaiting the opening of the new library in Bay Village.

Mr. Tadych asked when the AARP tax preparation services will begin at the Bay Village Library.

Ms. Breslin stated that the tax preparation by AARP will begin February 7. Appointments were made beginning January 2, and they were full by February 1. Folks are still encouraged to call in to see if there are any cancellations. Also, anyone with a tax question can come in on Fridays from 10 a.m. to 2 p.m.

Mr. Denny Wendell stated that at some libraries patrons can rent 3-D Printing Machines, 55-inch televisions, 60- inch projection televisions and video equipment. Ms. Breslin stated that a family in Bay Village has come forward to donate all the materials and technology needed for an Innovation Center for the new library. She noted that the Warrensville Branch of the Cuyahoga County Library has a recording studio. In Strongsville, the library has a video and audio recording area, named in

memory of Kathleen Cochrane DePiero, a Fox-8 news correspondent who passed away in 2017 at age 38.

Mr. Wendell asked if there is a machine that can be rented to convert 8 millimeter pictures to a digital format. Ms. Breslin stated that this is available at the South Euclid branch memory lab. At the new Bay Village branch there will be the most popular items, such as a 3-D Printer. Also on the hopeful list is an embroidery machine which would go over very well in terms of entrepreneurs and supporting younger and older folks. Specifics on products will be available as the project for the new library moves forward.

Mr. Clark noted that the Bay Middle School has 3-D printers and other high-tech equipment.

Mr. Clark thanked Jessica Breslin for her presentation this evening.

## **COMMITTEE OF THE WHOLE**

### **ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-DeGeorge, Tadych, Maier.**

#### School Resource Officer Agreement.

**Ms. DeGeorge** will present the ordinance authorizing an agreement with the Bay Village Board of Education for the services of a School Resource Officer. Mr. Clark stated that given the fact that there will not be a Council meeting on Presidents' Day, February 17, the hope is to have two readings of the ordinance before adoption, in order to begin the process of searching for the School Resource Officer.

Ms. DeGeorge stated that Page 3, Number 3 of the Memorandum of Understanding for the School Resource Officer, states that the School Resource Officer will be instructing Middle and High School classes, and asked for clarification regarding this instruction.

Chief Spaetzel stated that it will be instruction in substance abuse and prevention. Law Director Barbour stated that the Drug Prevention Grant requires a certain amount of instruction.

Ms. DeGeorge asked if the School Resource Officer can be moved for periods of time to a different school.

Chief Spaetzel stated that the School Resource Officer will primarily be at the High School.

Mr. Clark thanked the good work of the administration, noting the tedious amount of time and effort spent by the Law Director to bring forth this agreement. He expressed appreciation for all the work that brought this forward, noting it is a good initiative. The funding percentage splits talked about between the City and School Board are equitable from the City's standpoint.

### **FINANCE & CLAIMS COMMITTEE-Tadych, Winzig, Kelly, Clark.**

Amendment and repeal of certain sections of Ordinance No. 16-32, entitled "Approving Certain Capital Expenditures and Personal Services Contracts previously approved by budget that exceed Twenty Thousand Dollars, and declaring an emergency."

**Mr. Tadych** stated that certain sections of Ordinance No. 16-32 will be amended or repealed resulting in the making of Capital Expenditures in the amount of \$50,000, and Personal Services Contracts at \$25,000 permissible without Council's specific approval. Mr. Tadych stated he would like to take this ordinance to second reading this evening, and hold for third reading and adoption until Councilwoman Stainbrook returns from her vacation on February 10.

Mr. Clark asked Finance Director Mahoney for an update on the new Finance System. Mrs. Mahoney stated that the first big start began last week with a representative of the provider on site at Bay Village discussing processes and how things will change with the new system, which is not totally cash basis. The Finance Department is working on a new chart of accounts which is due to them on Friday, February 14. The chart of accounts is the backbone of the new system, with segments that can be pulled out for easier reporting. One of the segments would be a Public Works Department, whereas now the Service Department is trees, administration, and street maintenance without the ability to report what is just Service. The new system will be able to do that by one of the pieces of the account structure. The representative of the company is thinking that the new system will go live at the beginning of August. There are a couple of scheduling changes with the new system actually expected to be live in October. Mrs. Mahoney noted that she has done this conversion once before in her previous employment and is able to work with the company's new project manager to be sure everything runs smoothly.

Mr. Clark asked if the City will be on the new system entirely when the changeover is done. There will be a parallel payroll in July. The July 14 payroll will be done in the old system, and the information will be put in the new system the following week for testing. The go-live date for payroll is mid-August or early September. A stakeholder meeting will be scheduled for the future. Mr. Clark stated that if Mrs. Mahoney and Mr. Tadych think it relevant, the information can be presented at a Finance Committee meeting.

**PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier, DeGeorge, Stainbrook.**

Request to advertise a Request for Qualifications for the Cahoon Park Public Access Study, relative to the CMAG 23 (Coastal Management Assistance Grants) Project to develop a master plan for Bay Point and the surrounding area.

**Ms. Maier** will make a motion at the Special Meeting of Council this evening to advertise for a Request for Qualifications for the Cahoon Park Public Access Study, relative to the CMAG 23 Project to develop a master plan for Bay Point, and extending the scope to be more of a Master Plan Light for the area.

Extension of thirty days, from February 3 to March 4, 2020 for review by Planning Commission of the Bay Village Library Project. (Project has been approved; Minutes of Planning Commission Meeting noting approval of project to be approved February 5, 2020).

**Ms. Maier** will move for an extension of thirty days, from February 3 to March 4, 2020 for approval by the Planning Commission of the Bay Village Library Project. This motion is an administrative move to make sure the minutes of the Planning Commission meeting that reflect the Planning Commission's approval of the project are accepted as prepared and distributed.

Mr. Clark commented that the next meeting of Council on February 10 will include approval of three or four grant applications. He will welcome the attendance of Project Manager Kathryn Kerber to provide further information, especially in the light of all the success the City has had with grant applications.

**PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-**  
**Stainbrook, Maier, Kelly.**

Results of Pavement Maintenance Materials Bids opened January 24, 2020.

**Ms. Maier** reported that the results of Pavement Maintenance Material Bids and the resulting contract ordinances will be removed from tonight's agenda and deferred until Monday, February 10, 2020.

**RECREATION & PARKS IMPROVEMENT COMMITTEE-Winzig, DeGeorge, Tadych.**

**Mr. Winzig** had no report this evening.

**SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Kelly, Stainbrook, Winzig.**

**Mr. Kelly** had no report this evening.

**MISCELLANEOUS**

**Mr. Clark** stated that the next meeting of City Council will be held on Monday, February 10, with Director of Public Service Jon Liskovec and his Sewer Maintenance crew addressing Council regarding the cleaning-out of storm and sanitary sewers, as well as the process to film, in advance, those streets selected as part of the City's annual overlay program.

**Police Chief Spaetzel** provided an update on the City's deer culling program. For the 2019-2020 season, there were 25 tags received from the Ohio Department of Natural Resources (ODNR). All of those tags were exhausted in the first four days of operation. Chief Spaetzel requested an additional 10 tags, and in four days those 10 tags were used. In the City of Bay Village this season, 35 deer have been culled, which completes the operation in Bay Village this year. Included in this total, there were 12 deer culled in Walker Road Park on January 29. A

ground count for deer will be held in the very near future, and this will conclude the season. The Metroparks will be culling this month.

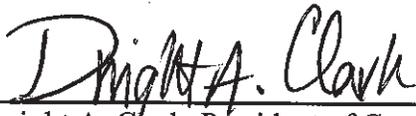
Mr. Tadych asked Chief Spaetzel if he feels the number culled will make a significant difference in the City. Chief Spaetzel stated that he believes it has made a difference. Far fewer deer are being seen on bait cameras, and we are getting close to the point of just maintaining the population. Another survey will be done in August as deer car accidents, complaints about deer and removal of carcasses are being tracked in compliance with the City's Deer Management Plan.

Processed deer are donated to the Second Harvest Food Bank for the needy. Mr. Tadych asked who inspects the meat before it is released. Chief Spaetzel stated that it is done by Keller Meats near Lodi, Ohio. Second Harvest will not take the meat without inspection. Mr. Tadych asked who pays for the inspection, and Chief Spaetzel stated that the City pays for the inspection.

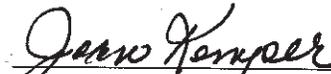
Mr. Clark noted that the United States Department of Agriculture (USDA) culls the deer and puts the proof of purchase and seal of approval on the meat to be given to people in need.

Mr. Wendell asked if the helicopter crossing the city recently was doing so for a deer count. Chief Spaetzel stated that it was an aerial deer count which will be supplemented by a ground count.

There being no further discussion, the meeting adjourned at 7:24 p.m.



Dwight A. Clark, President of Council



Joan Kemper, Clerk of Council

## CITY OF BAY VILLAGE

Council Minutes, Regular Meeting  
Council Chambers 7:30 p.m.

February 3, 2020

Dwight A. Clark, President of Council, presiding

Present: Clark, DeGeorge, Kelly, Maier, Tadych, Winzig.

Excused: Councilwoman Stainbrook, Mayor Koomar.

Also Present: Law Director Barbour, Finance Director Mahoney, Director of Public Service and Properties Liskovec, Police Chief Spaetzle, Recreation Director Enovitch, Community Services Director Selig, Building Director Tuck-Macalla.

### AUDIENCE.

Clare Banasiak, Denny Wendell, Alex Kamczyc.

Mr. Clark called the Regular Meeting of Council to order at 7:30 p.m. in the Council Chambers of Bay Village City Hall, with the Pledge of Allegiance led by Ward 2 Councilwoman Lydia DeGeorge.

Mr. Clark called for a reading of the minutes of the Special Meeting of Council held January 27, 2020. Mr. Tadych **MOVED** to dispense with the reading and accept the minutes of the Regular Meeting of Council held January 27, 2020 as prepared and distributed.

**Motion carried 6-0.**

### AUDIENCE

Clare Banasiak, Denny Wendell.

### REPORTS

**Mr. Barbour** had no report this evening.

**Finance Director Mahoney** had no report this evening.

**Recreation Director Enovitch** announced that the Recreation Department is hosting a three-on-three Presidents' Day Basketball Tournament for boys and girls, grades three through eight. Fifty-eight teams have been organized, from Kindergarten to High School.

On February 22, 2020, the Recreation Department will offer "Super Science of Slime," a class where students will learn to make three kinds of slime. The class fills up quickly, so early registration is encouraged.

The move of the Recreation Department to the Community House is progressing nicely with good help and cooperation of the Service Department. The move is 90% complete at this time. Partitions are up on the wood floor. Bicycles are being moved this week to the BAYarts building for storage.

**Director of Public Service and Properties Liskovec** reported that Bartlett Tree is moving quickly with the tree inventory grant received from Cuyahoga County. They are now wrapping up their field data gathering component with preliminary data now available. It is hoped to be completed with the inventory by the end of this month.

The traffic light conversion to LED lighting is 60% complete, with little or no impact to passing motorists.

Notification has been received that First Energy will be doing line clearing throughout the City. A list of trees being trimmed by Townsend Tree Service will be sent to Mr. Liskovec by First Energy.

Today marks the first day of construction for the Sunset Utility Project. The contractor started with the water line section, doing an exploratory dig for one of the alternates. It was deemed that the alternates for the sanitary sewer component will not be necessary. Upon excavation today, it was determined that one of the alternates will be needed for the project. It was determined that Alternates 4 and 5 revolve around an eight-inch service line off a 12 inch main in Lake Road. A tee is needed for a transition under Lake Road. Mr. Liskovec will present the information for approval the week of February 10.

Mr. Clark stated that once there is more data from the project, Council will appreciate a report back regarding the time and money that is being put into the project.

Mr. Winzig asked if residents are notified of the tree trimming for line clearing when Townsend Tree Service is in their neighborhood. Mr. Liskovec stated that they do not notify the residents. It is their right to be in the right-of-way to clear transmission lines. Mr. Barbour added that the utility is governed by the Public Utilities Commission of Ohio (PUCO) and regulations of the PUCO apply. They have the exclusive right to regulate utilities, including utilities' subcontractors who trim vegetation.

Mr. Winzig suggested a note on the City's website. Mr. Liskovec will follow through.

Ms. Maier asked how long the trimming will be performed. Mr. Liskovec stated that it is based on the amount of trimming that needs to be done.

Mr. Clark asked if tree trimming is being done in the Metroparks, as previously discussed. Mr. Liskovec is not aware of Metroparks trimming. Mr. Clark suggested an update on Monday, February 10.

Minutes of Regular Meeting  
Bay Village City Council  
February 3, 2020

**Director of Community Services Selig** stated that attendance records at the Dwyer Memorial Center indicate that the number of people logging into the attendance system at the Dwyer Center is up 27% in 2019. In addition to the BV60+ contribution to this increase, there were significantly more programs last year. Mr. Tadych asked if personnel are counted, or just the attendees. Mrs. Selig stated that only the attendees are counted.

**Police Chief Spaetzle** had no report this evening.

**Fire Chief Lyons** is in Columbus, Ohio, with Mayor Koomar.

**Building Director Tuck-Macalla** stated that the sign for the new branch of the Cuyahoga County Public Library is on the agenda for review by the Board of Zoning Appeals. It is expected that plans for the new library will be received by the Building Department this week.

## COMMUNICATIONS

The Clerk of Council reported that an email communication from Bethany Prendes regarding Bay Boat Club Membership and space for kayaks was received on January 28, 2020. Mayor Koomar responded to Ms. Prendes, and copies of both communications were distributed to Council.

## COMMITTEE OF THE WHOLE

### ENVIRONMENT, SAFETY & COMMUNITY SERVICES COMMITTEE –Ms. DeGeorge

**Ms. DeGeorge introduced Ordinance 20-08**, by title only, authorizing the Mayor to execute a Memorandum of Understanding with the Bay Village City School District for the provision of a Full-Time School Resource Officer, and declaring an emergency. (First Reading).

Mr. Barbour announced that Ordinance No. 20-08 is placed on first reading.

### FINANCE AND CLAIMS-Mr. Tadych

**Mr. Tadych read, by title only, Ordinance No. 20-07** amending and repealing certain sections of Ordinance No. 16-32, and declaring an emergency. (Second Reading and Consideration for Adoption) (First Reading January 27, 2020).

Mr. Barbour announced that Ordinance No. 20-07 is placed on second reading.

### PLANNING, ZONING, PUBLIC BUILDINGS AND GROUNDS COMMITTEE-Ms. Maier

**Motion by Ms. Maier to grant an extension of thirty days**, from February 3, 2020 to March 4, 2020, to the City Planning Commission for review of the Bay Village Library Project.

Minutes of Regular Meeting  
Bay Village City Council  
February 3, 2020

**Motion carried 6-0.**

**Motion by Maier** to advertise for a Request for Qualifications for the Cahoon Memorial Park Public Access Study.

**Motion carried 6-0.**

**PUBLIC IMPROVEMENTS/STREETS/SEWERS/DRAINAGE COMMITTEE-Mrs. Stainbrook (Ms. Maier in Mrs. Stainbrook's absence).**

**Ms. Maier** advised that the following ordinances will be held for consideration this evening and be listed as agenda items for the Council meeting to be held February 10, 2020.

**Ordinance** to enter into an agreement with LaFarge Great Lakes for street resurfacing material and services, and declaring an emergency.

**Ordinance** to enter into an agreement with Area Aggregates, LLC for street resurfacing material and services, and declaring an emergency.

**Ordinance** to enter into an agreement with Kokosing Materials, Inc. for street resurfacing material, and services, and declaring an emergency.

**Ordinance** to enter into an agreement with McConnell Ready Mix for street resurfacing material and services, and declaring an emergency.

**RECREATION AND PARK IMPROVEMENTS COMMITTEE –Mr. Winzig**

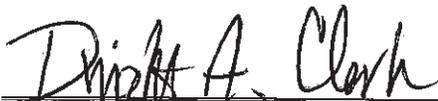
**Mr. Winzig** had no report this evening.

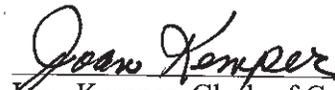
**SERVICES, UTILITIES & EQUIPMENT COMMITTEE –Mr. Kelly**

**Mr. Kelly** had no report this evening.

**ADJOURNMENT**

There being no further discussion or matters to come before the Council this evening, the meeting adjourned at 7:45 p.m.

  
Dwight A. Clark, President of Council

  
Joan Kemper, Clerk of Council



# City of Bay Village

350 Dover Center Road  
Bay Village, Ohio 44140-2299

Phone: 440/871-2200  
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**Agenda, Bay Village City Council**  
Regular Meeting, Council Chambers

**February 3, 2020**  
**7:30 p.m. \*New Time\***

Dwight A. Clark, President of Council, Presiding  
Roll Call  
Pledge of Allegiance led by Lydia DeGeorge, Councilwoman of Ward 2

Reading of Minutes – Special Meeting of Council held January 27, 2020.

## **ANNOUNCEMENTS**

## **REPORTS**

Mayor Koomar	Director of Community Services Selig
Director of Law Barbour	Police Chief Spaetzel
Director of Finance Mahoney	Fire Chief Lyons
Director of Recreation Enovitch	Director of Building Tuck-Macalla
Director of Public Service and Properties Liskovec	
Human Resources Director Demaline	

## **AUDIENCE**

## **COMMUNICATIONS**

## **COMMITTEE OF THE WHOLE**

### **ENVIRONMENT, SAFETY & COMMUNITY SERVICES COMMITTEE –Ms. DeGeorge**

**Ordinance** authorizing the Mayor to execute a Memorandum of Understanding with the Bay Village City School District for the provision of a Full-Time School Resource Officer, and declaring an emergency. (First Reading).

### **FINANCE AND CLAIMS-Mr. Tadych**

**Ordinance No. 20-07** amending and repealing certain sections of Ordinance No. 16-32, and declaring an emergency. (Second Reading and Consideration for Adoption) (First Reading January 27, 2020).

### **PLANNING, ZONING, PUBLIC BUILDINGS AND GROUNDS COMMITTEE-Ms. Maier**

**Motion** to grant an extension of thirty days, from February 3, 2020 to March 4, 2020, to the City Planning Commission for review of the Bay Village Library Project.

**Motion** to advertise for a Request for Qualifications for the Cahoon Memorial Park Public Access Study.

**PUBLIC IMPROVEMENTS/STREETS/SEWERS/DRAINAGE COMMITTEE-Mrs. Stainbrook (Ms. Maier in Mrs. Stainbrook's absence).**

**Ordinance** to enter into an agreement with LaFarge Great Lakes for street resurfacing material and services, and declaring an emergency.

**Ordinance** to enter into an agreement with Area Aggregates, LLC for street resurfacing material and services, and declaring an emergency.

**Ordinance** to enter into an agreement with Kokosing Materials, Inc. for street resurfacing material, and services, and declaring an emergency.

**Ordinance** to enter into an agreement with McConnell Ready Mix for street resurfacing material and services, and declaring an emergency.

**RECREATION AND PARK IMPROVEMENTS COMMITTEE –Mr. Winzig**

**SERVICES, UTILITIES & EQUIPMENT COMMITTEE –Mr. Kelly**

**MISCELLANEOUS**

**ADJOURNMENT**

## Procedure

Section 2.14 - Effective Date  
C.O. 111.10 - Council Rules for Legislation

### Roll call on suspension of Charter Rules:

Every ordinance or resolution shall be read on three different days unless two-thirds (2/3) of the total number of Council members provided for in this Charter dispense with the rules.

### Roll call on suspension of Council Rules:

No ordinance or resolution shall be passed unless a written copy thereof is before the Council ...at least 24 hours before any meeting of Council at which action...is contemplated.

### Roll call on inclusion of the emergency.

All ordinances and resolutions shall become effective forty (40) days after their passage by Council unless a later effective date is set forth or an earlier date is established. Resolutions to initiate any public improvement shall become effective immediately upon their passage and approval by the Mayor.

It is required that two-thirds (2/3) of the total number of Council members provided for by this Charter vote affirmatively to enact with the emergency. This clause allows legislation to become effective immediately upon passage and approval by the Mayor.

**NOTE: Regular and Special Meetings of Council are scheduled for 7:30 p.m. However, Council generally meets informally at 7:00 p.m. prior to a Regular or Special meeting, and said portion, usually held in the conference room, is open to the public.**

# City of Bay Village

Council Minutes, Special Meeting  
Council Chambers 8:24 p.m.  
President of Council Dwight A. Clark, presiding

January 27, 2020

Present: Clark, DeGeorge, Kelly, Maier, Stainbrook, Tadych, Winzig, Mayor Koomar.

Also Present: Law Director Barbour, Finance Director Mahoney, Police Chief Spaetzel, Fire Chief Lyons, Director of Public Service and Properties Liskovec, Recreation Director Enovitch, Director of Community Services Selig, Human Resource Director Demaline, Building Director Tuck-Macalla.

## AUDIENCE

Amanda and Gary Sebrosky, Clare Banasiak.

President of Council Clark called the meeting to order at 8:24 p.m. with roll call and the Pledge of Allegiance led by David L. Tadych, Vice President of Council and Councilman, Ward 1.

**Motion by Tadych** to dispense with the reading and approve the Minutes of the Special Meeting of Council held January 13, 2020, as prepared and distributed.

**Motion passed 7-0.**

**Motion by Tadych** to dispense with the reading and approve the Minutes of the Cahoon Memorial Park Trustees meeting held January 13, 2020, as prepared and distributed.

**Motion passed 8-0.**

**Motion by Tadych** to dispense with the reading and approve the Minutes of the Special Meeting of Council held January 15, 2020, as prepared and distributed.

**Motion passed 7-0.**

**Motion by Tadych** to dispense with the reading and approve the Minutes of the Cahoon Memorial Park Trustees meeting held January 15, 2020, as prepared and distributed.

**Motion passed 8-0.**

**Motion by Tadych** to acknowledge receipt of December 2019 Financial Reports of the City of Bay Village, Ohio prepared by Finance Director Renee Mahoney.

**Motion passed 7-0.**

Special Meeting of Council  
January 14, 2020

**Ms. DeGeorge** read **Ordinance 20-01** amending Section 111.01 of the Codified Ordinances of the City of Bay Village regarding time and place of Council meetings, and declaring an emergency, and moved for adoption. (Second Reading and Consideration for Adoption) (First Reading January 13, 2020).

There being no further discussion, Mr. Clark called for a vote on the motion for adoption of Ordinance No. 20-01.

Roll Call on Suspension of the Charter Rules:

Yeas- Clark, DeGeorge, Kelly, Maier, Stainbrook, Tadych, Winzig.

Nays- None.

Roll Call on Suspension of the Council Rules:

Yeas –Clark, DeGeorge, Kelly, Maier, Stainbrook, Tadych, Winzig.

Nays –None.

Roll Call on Inclusion of the Emergency Clause:

Yeas – Clark, DeGeorge, Kelly, Maier, Stainbrook, Tadych, Winzig.

Nays – None

Roll Call on Adoption:

Yeas– Clark, DeGeorge, Kelly, Maier, Stainbrook, Tadych, Winzig.

Nays –None.

Mr. Barbour announced adoption of Ordinance No. 20-01, an emergency measure, by a vote of 7-0.

**Mr. Tadych** introduced and read **Ordinance 20-06** repealing certain sections of Ordinance No. 14-115 establishing fees for Outside Legal Services, and declaring an emergency, and moved for adoption.

There being no further discussion, Mr. Clark called for a vote on the motion for adoption of Ordinance No. 20-06.

Roll Call on Suspension of the Charter Rules:

Yeas-DeGeorge, Kelly, Maier, Stainbrook, Tadych, Winzig, Clark.

Nays- None.

Roll Call on Suspension of the Council Rules:

Yeas –DeGeorge, Kelly, Maier, Stainbrook, Tadych, Winzig, Clark.

Nays –None.

Roll Call on Inclusion of the Emergency Clause:

Yeas –DeGeorge, Kelly, Maier, Stainbrook, Tadych, Winzig, Clark.

Nays – None

Roll Call on Adoption:

Yeas– DeGeorge, Kelly, Maier, Stainbrook, Tadych, Winzig, Clark.

Nays –None.

Mr. Barbour announced adoption of Ordinance No. 20-06, an emergency measure, by a vote of 7-0.

Special Meeting of Council  
January 14, 2020

**Mr. Tadych** introduced and read **Ordinance No. 20-07** amending and repealing certain sections of Ordinance No. 16-32, and declaring an emergency. **\*Tadych\*** (First Reading).

Mr. Barbour announced that Ordinance No. 20-07 is placed on first reading.

**Ms. Maier** read **Ordinance 20-04** authorizing the Mayor to enter into an agreement with Chagrin Valley Engineering, Ltd. for surveying and engineering services for the Cahoon Basin Trail, and declaring an emergency, and moved for adoption. (Second Reading and Consideration for Adoption) (First Reading January 13, 2020).

There being no further discussion, Mr. Clark called for a vote on the motion for adoption of Ordinance No. 20-04.

Roll Call on Suspension of the Charter Rules:

Yeas-, Kelly, Maier, Stainbrook, Tadych, Winzig, Clark, DeGeorge.

Nays- None.

Roll Call on Suspension of the Council Rules:

Yeas –, Kelly, Maier, Stainbrook, Tadych, Winzig, Clark, DeGeorge.

Nays –None.

Roll Call on Inclusion of the Emergency Clause:

Yeas –, Kelly, Maier, Stainbrook, Tadych, Winzig, Clark, DeGeorge.

Nays – None

Roll Call on Adoption:

Yeas–, Kelly, Maier, Stainbrook, Tadych, Winzig, Clark, DeGeorge.

Nays –None.

Mr. Barbour announced adoption of Ordinance No. 20-04, an emergency measure, by a vote of 7-0.

**Motion by Stainbrook** to advertise for bids for the 2020 Pavement Maintenance Program.

**Motion passed 7-0.**

#### **Announcements/ Audience/Miscellaneous**

In compliance with Section 121.22 of the Ohio Revised Code, Mr. Tadych **MOVED** to convene to Executive Session regarding Pending Litigation.

Roll Call Vote: Yeas – Maier, Stainbrook, Tadych, Winzig, Clark, DeGeorge, Kelly. Nays – None.

**Motion passed 7-0.**

Also in attendance in Executive Session were Mayor Koomar and Law Director Barbour.

Special Meeting of Council  
January 14, 2020

Council reconvened in an open meeting at 9:21 p.m. Present were: Clark, DeGeorge, Kelly, Maier, Stainbrook, Tadych, and Winzig.

**ADJOURNMENT**

There being no further discussion, the meeting adjourned at 9:23 p.m.

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Dwight A. Clark, President of Council

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Joan Kemper, Clerk of Council

ORDINANCE NO.  
INTRODUCED BY:

**AN ORDINANCE**  
**AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF  
UNDERSTANDING WITH THE BAY VILLAGE CITY SCHOOL DISTRICT  
FOR THE PROVISION OF A FULL-TIME SCHOOL RESOURCE OFFICER,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Bay Village and the Bay Village City School District desire to enter into an agreement for the hiring and use of a School Resource Officer, and

**WHEREAS**, the City of Bay Village and the Bay Village City School District shall share all costs associated with the School Resource Officer, and

**WHEREAS**, the City of Bay Village and the Bay Village City School District have previously entered into an agreement for a part-time School Resource Officer as authorized by this council, and

**WHEREAS**, the part-time position of School Resource Officer has remained unfilled, and

**WHEREAS**, the City of Bay Village and the Bay Village City School District desire to enter into a new agreement for a full-time School Resource Officer;

**NOW THEREFORE, BE IT ORDAINED** by the Council of the City of Bay Village, Ohio:

**SECTION 1.** That the Mayor be and he is hereby authorized to enter into a Memorandum of Understanding with the Bay Village City School District establishing and delineating the mission of the School Resource Officer Program for a full-time School Resource Officer, as more fully set forth in the Memorandum of Understanding on file with the City of Bay Village with such revisions which may be approved by the Mayor and the Director of Law.

**SECTION 2.** That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

**SECTION 3.** That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

Ordinance – School Resource Officer MOU.

PASSED:

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PRESIDENT OF COUNCIL

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CLERK OF COUNCIL

APPROVED:

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MAYOR

013020jt

**AN ORDINANCE**  
**AMENDING AND REPEALING CERTAIN SECTIONS OF ORDINANCE 16-32,  
AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Bay Village annually provides a budget which is approved by Council and is subject to certain State bidding limitations; and

**WHEREAS**, the Finance Director may approve expenditures submitted by the department directors or as directed by Council within amounts appropriated by Council; and

**WHEREAS**, Council shall approve personal services contracts that are in excess of Twenty-Five Thousand Dollars (\$25,000.00) provided that the funds have been appropriated by Council;

**NOW THEREFORE BE IT ORDAINED** by the Council of the City of Bay Village, Ohio:

**SECTION 1.** That Section 2 of Ordinance 16-32 is hereby repealed.

**SECTION 2.** That existing Section 3 of Ordinance 16-32 is hereby amended to read as follows: “Any personal services contract that exceeds Twenty-Five Thousand Dollars (\$25,000.00) and previously appropriated shall be submitted to Council for specific approval.”

**SECTION 3.** That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

**SECTION 4.** That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

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PRESIDENT OF COUNCIL

\_\_\_\_\_  
CLERK OF COUNCIL

APPROVED:

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MAYOR

011720 jt

ORDINANCE NO.  
INTRODUCED BY:

**AN ORDINANCE**  
**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AREA  
AGGREGATES, LLC FOR STREET RESURFACING MATERIAL AND SERVICES,  
AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED** by the Council of the City of Bay Village, Ohio:

**SECTION 1.** That the Mayor is hereby authorized to enter into an agreement with Area Aggregates, LLC, 4755 South High Street, Columbus, Ohio 43207, for the purchasing of certain street resurfacing materials and services for the period of one year. The prices are as follows:

**AGGREGATE AND OTHER GRANULAR MATERIAL FOR ROAD MAINTENANCE**

		<u>Delivery to Locations Within City Limits</u>
#10 Limestone	Per Ton	\$18.05
#304 Limestone	Per Ton	\$17.55
#411 Limestone	Per Ton	\$17.80

Deliveries to be made in 15 ton minimum loads and 25 ton maximum loads.

The bid of said Company is hereby determined to be the lowest and best bid received for these items after advertising according to law. The agreement shall be in a form approved by the Director of Law, and the Director of Finance is hereby authorized and directed to pay said contract price from funds appropriated for the purpose.

**SECTION 2.** That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

**SECTION 3.** That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to provide road surface treatments, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

Ordinance – AREA Aggregates

PASSED:

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PRESIDENT OF COUNCIL

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CLERK OF COUNCIL

APPROVED:

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MAYOR

013020jt

ORDINANCE NO.  
INTRODUCED BY:

**AN ORDINANCE**  
**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH LAFARGE  
GREAT LAKES FOR STREET RESURFACING MATERIAL AND SERVICES,  
AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED** by the Council of the City of Bay Village, Ohio:

**SECTION 1.** That the Mayor is hereby authorized to enter into an agreement with LaFarge Great Lakes, 8700 Bryn Mawr Avenue, Chicago, IL 60631, for the purchasing of certain street resurfacing materials and services for the period of one year. The prices are as follows:

**AGGREGATE AND OTHER GRANULAR MATERIAL FOR ROAD MAINTENANCE**

		<u>Delivery to Locations Within City Limits</u>
#1 Limestone	Per Ton	\$21.00
#57 Limestone	Per Ton	\$21.95
#8 Limestone	Per Ton	\$21.40

Deliveries to be made in 15 ton minimum loads and 25 ton maximum loads.

The bid of said Company is hereby determined to be the lowest and best bid received for these items after advertising according to law. The agreement shall be in a form approved by the Director of Law, and the Director of Finance is hereby authorized and directed to pay said contract price from funds appropriated for the purpose.

**SECTION 2.** That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

**SECTION 3.** That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to provide road surface treatments, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

Ordinance – LaFarge Great Lakes

PASSED:

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PRESIDENT OF COUNCIL

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CLERK OF COUNCIL

APPROVED:

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MAYOR

013020jt

ORDINANCE NO.  
INTRODUCED BY:

**AN ORDINANCE**  
**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH  
KOKOSING MATERIALS, INC. FOR STREET RESURFACING MATERIAL AND  
SERVICES, AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED** by the Council of the City of Bay Village, Ohio:

**SECTION 1.** That the Mayor is hereby authorized to enter into an agreement with Kokosing Materials, Inc., P. O. Box 334, Fredericktown, Ohio, 43019, for the purchasing of street resurfacing materials and services for the period of one year. The prices are as follows:

**ASPHALT (PATCHING) MATERIALS FOR ROAD MAINTENANCE**

Type 301 – material at Batching Plant	\$54.00/Ton
Type 448 – material at Batching Plant	\$65.25/Ton

The bid of said Company being hereby determined to be the lowest and best bid received after advertising according to law. The agreement shall be in a form approved by the Director of Law, and the Director of Finance is hereby authorized and directed to pay said contract price from funds appropriated for the purpose.

**SECTION 2.** That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

**SECTION 3.** That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to provide road surface treatments, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

\_\_\_\_\_  
PRESIDENT OF COUNCIL

\_\_\_\_\_  
CLERK OF COUNCIL

APPROVED:

\_\_\_\_\_  
MAYOR

ORDINANCE NO.  
INTRODUCED BY:

**AN ORDINANCE**  
**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH  
MCCONNELL READY MIX FOR THE FURNISHING OF READY MIX CONCRETE,  
AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED** by the Council of the City of Bay Village, Ohio:

**SECTION 1.** That the Mayor is hereby authorized to enter into an agreement with McConnell Ready Mix, 37540 Butternut Ridge Rd., North Ridgeville, Ohio 44039, for the furnishing of ready mix concrete for various streets within the City of Bay Village for the period of one year. The prices are as follows:

1-3-5 mixture (4.5 sacks cement)		\$102.00 Cu Yard
Class C (O.D.O.T. specs)		\$114.00 Cu Yard
Added cost for residential fiber (1 lb. per yard)		\$5.00 Yard
Added cost for commercial fiber (1.5 lb. per yard)		\$10.00 Yard
Added cost for Hi Early strength concrete		\$6.00 Cu Yard
LSM concrete (100)		\$84.00 Cu Yard
Added cost for loads below minimum	1-1.75 yards	\$100.00
	2-3.75 yards	\$80.00
	4-5.75 yards	\$65.00
	6-6.75 yards	\$50.00

Additional costs for multiple stops and/or demurrage time: no charge per additional stop; \$90.00/hour demurrage time.

Normal delivery hours: 7:00 A.M. to 4:00 P.M.

Additional cost for delivery other than regular business hours: \$10.00 truck fuel surcharge

Additional cost for delivery on Saturday: \$50.00/load

Additional stop charge: no charge per stop

The bid of said Company being hereby determined to be the lowest and best bid received after advertising according to law. The agreement shall be in a form approved by the Director of Law, and the Director of Finance is hereby authorized and directed to pay said contract price from funds appropriated for the purpose.

**SECTION 2.** That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

**SECTION 3.** That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to provide ready mix concrete for road surface treatments, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

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PRESIDENT OF COUNCIL

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CLERK OF COUNCIL

APPROVED:

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MAYOR

013120jt

## AGENDA

Agenda, Bay Village City Council  
Committee Meeting  
Conference Room, Bay Village City Hall  
Dwight A. Clark, President of Council, Presiding

Date: February 3, 2020  
Time: 7:00 p.m. **\*New Time\***

### ANNOUNCEMENTS

Jessica Breslin, Bay Village Public Library.

### COMMITTEE OF THE WHOLE

**ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-DeGeorge,**  
Tadych, Maier.

School Resource Officer Agreement.

**FINANCE & CLAIMS COMMITTEE-Tadych,** Winzig, Kelly, Clark.

Amendment and repeal of certain sections of Ordinance No. 16-32, entitled “Approving Certain Capital Expenditures and Personal Services Contracts previously approved by budget that exceed Twenty Thousand Dollars, and declaring an emergency.”

**PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier,**  
DeGeorge, Stainbrook.

Request to advertise a Request for Qualifications for the Cahoon Park Public Access Study, relative to the CMAG 23 (Coastal Management Assistance Grants) Project to develop a master plan for Bay Point and the surrounding area.

Extension of thirty days, from February 3 to March 4, 2020 for review by Planning Commission of the Bay Village Library Project. (Project has been approved; Minutes of Planning Commission Meeting noting approval of project to be approved February 5, 2020).

**PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-**  
**Stainbrook,** Maier, Kelly.

Results of Pavement Maintenance Materials Bids opened January 24, 2020.

**RECREATION & PARKS IMPROVEMENT COMMITTEE-Winzig,** DeGeorge, Tadych.

**SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Kelly,** Stainbrook, Winzig.

### MISCELLANEOUS

Agenda  
February 3, 2020  
Conference Room

**AUDIENCE**

**ADJOURNMENT**

**CAHOON MEMORIAL PARK TRUSTEES**

# City of Bay Village

Council Minutes, Committee Session  
Dwight A. Clark, President of Council, presiding

January 27, 2020  
Conference Room

President of Council Clark called the meeting called to order in the Conference Room of Bay Village City Hall at 7:30 p.m.

Present: Clark, DeGeorge, Kelly, Maier, Stainbrook, Tadych, Winzig, Mayor Koomar.

Also Present: Law Director Barbour, Finance Director Mahoney, Director of Public Service and Properties Liskovec, Police Chief Spaetzel, Fire Chief Lyons, Recreation Director Enovitch, Community Services Director Selig, Human Resource Director Demaline, Building Director Tuck-Macalla.

## AUDIENCE

Clare Banasiak, Amanda and Gary Sebrosky, Carl Gonzalez, Tommy Salman, Julie Salman, Barb Piccirilli, Bob Piccirilli.

## ANNOUNCEMENTS

**Mayor Koomar** advised that a majority of electricity outages addressed by Karen Kirsh of First Energy during her presentation to Council were tree related outages. Two of the outages were caused by vehicle accidents, and two were lightning strikes. Trucks are on site at the Metroparks property where tree trimming is underway. The Mayor will present further information as it becomes available.

The State of the City address will be held on Wednesday, February 26, 2020 at 11 a.m., at the Dwyer Memorial Center.

A recommendation of the Programming Committee of the Northeast Ohio Areawide Coordinating Agency (NOACA), is that Bay Village be on the list for the latest Transportation for Livable Communities Initiative (TLCI) grant item. The committee recommended a little over \$100,000 for the east side of the path for the bridge to the Dwyer Memorial Center. The funding is 100% of the project. Confirmation should be received in March.

Mr. Clark asked the timing to start the project when confirmation is received. Mayor Koomar stated that he would think it would be a 2021 year project. An application will be submitted through Clean Ohio to connect from the bridge to the other side of the path. Ms. Maier noted that the due date for the application is March 2.

The Mayor stated that the section they envision potentially going farther south towards Wolf Road at the library location will be held until the library construction plays out and before the trails are finalized.

Mr. Clark suggested having a representative from the Cleveland Metroparks present to Council later this winter or in the spring to talk about their projects. Mr. Tadych noted that the original program they reviewed will not be done. Mr. Clark stated this included the renovations to the concession stand and the entire surrounding area.

Mayor Koomar commented that arrangements are being made for an offsite Council Planning Session to be held on May 11, 2020 at the BAYarts facility.

Bay Village Bicycle Cooperative presentation to Council.

Mr. Bob Piccirilli, representing the Bay Village Bicycle Cooperative, presented information to Council about the Cooperative's "Fix it Forward" program.

The Village Bicycle Cooperative was started in 2012 by Jennifer Smillie, the president of the organization for almost seven years. Ms. Smillie was the true visionary of the project, and she moved forward to start the Cooperative knowing that Cooperatives do not succeed in towns like Bay Village. They succeed on college campuses and in big cities. The Bay Village Bicycle Cooperative has been in Bay for eight years at this point, as a testament to the fact that they have done a good job.

The Bay Village Bicycle Cooperative started out in the building that is now occupied by Pizza Hut. At that time the building had no heat or lights. In May of 2012, the Cooperative moved to the Community House ground floor with a very nice arrangement with the City which has worked out extremely well. They have also had a wonderful partnership with Fairview Cycle that has allowed them to purchase parts slightly above cost. This has kept the costs for the Cooperative down and enabled them to operate in the black. The Bay Village Bicycle Cooperative is a 501c3 entity and has about twelve unpaid volunteers.

The mission of the Bay Village Bicycle Cooperative is to educate, advocate and create. They want to educate people about bicycle safety. They received an Ohio grant for helmets, and distributed close to 100 helmets over the years. They participate in the annual Touch-a-Truck event where they discuss safety. The second part of the mission of education is related to bicycle mechanics and repair. The volunteers teach people how to tune up their bicycles. The Cooperative advocates to make communities bike friendly, working with organizations like Bike Cleveland and NOACA for safer streets, and educating cyclists on how to ride safely, following the rules of the road.

The third part of their mission is to create, which leads to refurbishing old bicycles for sale or donation. They cannibalize bikes for parts, and any bike that is not used for sale or donation goes into steel recycling.

The goal of the Fix it Forward program is to donate safe, totally refurbished bicycles to people in need. Children's bikes are typically donated around Christmas time. Adult bicycles, called necessity bikes, are donated to folks who have no other means of transportation, mainly people who cannot afford a bus pass to get to work. Mr. Piccirilli noted that these people are very grateful to

receive these necessity bikes to get them from their home to work. He noted these bikes have to be well prepared to ride over curbs and potholes through main streets.

Bryce's Bike Shop assisted with the start up, and Barb Piccirilli, who volunteers with the Salvation Army, was instrumental in the annual donation of bikes to the Salvation Army at Christmas time. They have donated 450 bicycles since 2013 to people who need good bikes. At about \$80 per bike, this is a movement of \$36,000 of bicycles from the Bicycle Cooperative to folks in need. The highest year of donation was 2015, when 92 bicycles were donated to various causes, including the Salvation Army, West Side Catholic Center, St. Elizabeth Church, Marion C. Seltzer Elementary School, Cleveland Metropolitan Housing Authority, Westlake Police Department, and individual concerns.

In 2019, 124 bicycles were sold, due to increased open-shop time with an emphasis on marketing. Donated bicycles were 72 in number, 40 of which were the Salvation Army donation which was highlighted in an article in the *Westlake/BayVillage Observer*. The relationship with the Salvation Army originated through Barb Piccirilli, who volunteers at the Salvation Army. The Bicycle Cooperative has donated to them every year, starting initially with their Lieutenant JR who was in charge for a very long time, and now with Major Enessta. They have coordinated their bicycle donations with their annual toy drive. The program is a tribute to the people in Bay Village, Westlake, Avon Lake and Avon who donate bicycles.

Revenue generated is \$4,000 to \$6,000 per year, with \$10,000 revenue in 2019, which pays for parts for bicycles and rent at the Community House. Space at the Community House has been lost this year due to the move of the Recreation Department to the Community House. Mayor Koomar and Recreation Director Enovitch have helped the Cooperative to regain space at BAYarts for inventory. In January of 2019, there were 134 bikes in inventory. At this time there are 45 bikes in inventory. There are 25 bicycles ready for sale this March, and in April there will be 70 bikes on the floor ready for sale.

Mr. Piccirilli ended his presentation by noting that the volunteers of the Bay Village Bicycle Cooperative have had a lot of fun over the last seven years and are looking forward to more good years in the future.

Mr. Clark thanked Mr. Piccirilli for his presentation this evening, and for the work of the volunteers who make the Bay Village Bicycle Cooperative a success. He noted the grass roots efforts which started the Cooperative in Bay Village, a regional program without peer in this west side area. Mr. Clark asked Carl Gonzalez, also present this evening on behalf of the Bicycle Cooperative, and Bob and Barb Piccirilli to give Council's best wishes to the Bay Village Bicycle Cooperative.

Jennifer Demaline, Human Resource Director – Health Care Summary.

**Ms. Jennifer Demaline, Human Resource Director**, addressed City Council regarding health care for Bay Village City employees. The City of Bay Village purchases their health care through the Jefferson Health Plan, beginning in 2016. Medical Mutual is the City's TPA (Third Party Administrator). Jefferson Health Plan is a consortium that serves public entities, with their core

business based out of Steubenville, Ohio. Since 2016, the City has seen savings on the stop loss side of the program, which Jefferson Health Care refers to as the Large Claim Reimbursement Program. The City of Bay Village Stop Loss program is \$75,000, which means that any single number or claims on the health plan that exceed \$75,000 or higher is reimbursable by the Jefferson Health Care Plan.

Data was provided to Council in the form of a Health Care Analysis, a copy of which is attached to these minutes for reference. Since Jefferson Health Care initially began with a school district, their information is based on a school-year ending date of June 30.

The beginning balance for 2020 is reflected in the 12/31/19 balance of \$61,009.41 in reserves. The Jefferson Health Plan acts and looks like a totally funded product. When they give the City the rates for the year, they factor in a total claims number of \$1.5 million for the year, broken down into twelve months' worth of payments to the Jefferson Health Plan. Jefferson Health Plan then pays the City claims to Medical Mutual out of that money, and whatever is left is the Reserve Funds. From July 1, 2019 to December 31, 2019, City payments totaled \$773,352.89.

Mr. Clark asked the gap in time from the time that the City pays out for large claims that have hit the stop loss amount until the reimbursement over the stop loss limit is received. Ms. Demaline stated that when the claim first goes over to stop loss it takes a month or two for Jefferson Health Plan to catch up and once that member is flagged the payments will be about a month in arrears. Mr. Winzig clarified that the City pays the claim, and Jefferson Health Plan reimburses.

Claims paid out from July 1, 2019 through December 31, 2019 totaled \$516,301.61, Administrative Fees \$11,259.70, Large Claim Reimbursement Insurance, \$147,401.60, and TPA Fees of \$26,694.64. Total Expenditures were \$701,657.55. If this were to be multiplied for the next six months, the forecast for expenditures would be \$1.4 million, trending below the City Payments for the year as of the period ending June 30, 2019. Currently there is \$165,485.52 in reserves with the Jefferson Health Plan. Claims are paid to Jefferson Health Plan monthly.

Employees on the plan ending 12/31/19 averaged 23.33 single coverage and 73.67 family coverage, totaling 97 employees on the plan. Total lives covered is shown as 274, an increase of 3.01% over 2018. The Opt-out incentive came about in contract negotiations in 2016. Employees eligible for the family plan who choose not to take the City's plan and sign with a spouse's plan or another offering such as a veteran's plan, are eligible for a \$250 per month incentive for the family plan, or \$100 per month for a single plan. In 2020, fourteen employees have opted out on the family plan, and one single person has opted out for the single plan.

Also in 2020, the City implemented a tobacco surcharge. If an employee, a spouse or any family member on the plan is a tobacco user, they have to pay a surcharge of an additional \$50 per month along with their health care premium. Currently there are eight people on the health care plan that are paying that surcharge along with their health care premium.

There is also a spousal surcharge. If an employee is enrolled in the family plan and the spouse has group health care coverage through their employer, and the employee still chooses to stay on the

City of Bay Village plan, they pay an additional surcharge of \$75 per month. Twenty-six employees have taken advantage of the spousal surcharge. Three employees have left the plan because of these surcharges. Total income from the tobacco surcharge and the spousal surcharge totals \$4,800 annually on the tobacco line, and \$23,400 on the spousal surcharge. These amounts are not shown on the analysis presented.

The Wellness Program started in 2016 and has grown every year, and is now offered to spouses as well as employees. Currently there are 44 employees and 18 spouses on the Wellness Program for 2020, an increase of 7 employees for 2020. Employees are offered \$30.00 off their premium contributions as a monthly incentive to participate in the Wellness Program, with an additional \$15.00 per month premium discount if the spouse is enrolled.

The City has 107 full time employees, with 94 enrolled in health care, and 44 enrolled in the Wellness Program.

The Jefferson Health Plan changed their benefits provider, now going through RX Benefits, a consortium purchasing pharmacy benefits through another consortium, which should be a twenty percent savings.

There has been a change in the Disease Management Program. The Jefferson Health Plan was managed by Medical Mutual, and now has been brought to a different vendor with a substantial savings. Employees who qualify receive free supplies for their disease management.

Mr. Clark stated that it is never easy to move the health care platform in bargaining situations. Mr. Clark applauded the work that Ms. Demaline and the administration have done on that front. He asked Council if they think there are things that can be done to augment or refine the data presented to make it easier to read, he would encourage reaching out to Ms. Demaline and Finance Director Mahoney.

Mr. Clark noted that there is a six-month notice required to opt out of the Jefferson Health Plan, with notification required by June 30. If there is a need to look at another third party administrator that would have to be done in the winter months. Ms. Demaline was thanked for her presentation this evening.

## **COMMITTEE OF THE WHOLE**

### **ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-DeGeorge, Tadych, Maier.**

Amendment to Section 111.01 of the Codified Ordinances of the City of Bay Village regarding time and place of Council meetings. (First Reading January 13, 2020).

**Ms. DeGeorge** will present, for second and final reading this evening, an amendment to Section 111.01 of the Codified Ordinances of the City of Bay Village setting the time and place of Regular Council meetings. This has been discussed by Council, with the suggestion to move the

starting time of Regular Council meetings to 7:30 p.m., as opposed to the existing time of 8:00 p.m. Ms. DeGeorge will move for adoption of the ordinance at the Special Meeting of Council this evening.

School Resource Officer Agreement.

**Mayor Koomar** advised that in talking with the schools regarding the contract, they are at the same cost-sharing percentages of 70% Schools, 30% City, which equates to 180 school days with two administrative dates built in for training. The percentages represent the time the schools are using the officer. Contract language is being worked through. Because this is a full time position it is covered under the Collective Bargaining Agreement. Core hours for the school are being clarified, as well as looking at overtime for other events with the understanding that is an overtime rate that is covered by the Collective Bargaining Agreement. The City will apply for the grant dollars and the schools wanted assurance that the City would make the application. There will be further discussion with the Schools this week to be sure everyone is in agreement on the language of the contract. The Mayor looks forward to bringing this to Council the week of February 3, 2020 for review.

Mr. Winzig asked if the 70% Schools/30% City participation in the contract will continue on year after year, once the employee is hired.

Mr. Barbour responded that a three-year agreement for part time was executed. The three-year agreement for full time is being worked on now. Beyond three years there has not been an agreement as yet.

Mr. Tadych stated that it could be a learning experience for both parties.

Mr. Clark asked if it is the hope that the School Resource Officer would be in place by the beginning of the next school year. Chief Spaetzel replied that it is the plan to have the officer in place by the new school year.

**FINANCE & CLAIMS COMMITTEE-Tadych, Winzig, Kelly, Clark.**

Acknowledgement of December Financial Reports.

**Mr. Tadych** will move to acknowledge receipt of the December Financial Reports of the City of Bay Village at the Special Meeting of Council this evening. The reports were received earlier this month and were reviewed by the Finance Committee.

Repeal of Ordinance No. 14-115, Outside Legal Services.

The Finance Committee met on January 13, 2020 and discussed outside legal services. Law Director Barbour advised that he could manage the outside legal services through his budget process of having an amount budgeted for outside legal, and he would like permission to distribute the funds as needed and not be restricted by a contract. Mr. Tadych stated that an

ordinance to repeal certain sections of Ordinance No. 14-115 will be presented for adoption this evening at the Special Meeting of Council.

Ms. Maier stated that the Whereas Clause in the original ordinance refers to the firm of Seeley, Savidge and Ebert, and asked if this needs to be changed.

Law Director Barbour stated that the Whereas Clauses are not law. The law in an ordinance is in the sections of the ordinance, after it states, "Now it be ordained" or resolved, followed by the sections. Whereas Clauses are terms are explanatory, are precludes or stated reasons as to why something is being done.

Mr. Clark stated that the ordinance as written is substantively correct and will be read and moved for adoption this evening.

Amendment and repeal of certain sections of Ordinance No. 16-32, entitled "Approving Certain Capital Expenditures and Personal Services Contracts previously approved by budget that exceed Twenty Thousand Dollars, and declaring an emergency."

Mr. Tadych clarified his statement made at the Finance Committee meeting of January 13, 2020 regarding Capital expenditures. He stated at the January 13, 2020 Finance Committee meeting that the State was moving to \$100,000 in the requirement of bidding for Capital purchases. This is incorrect; the amount is staying at \$50,000.

Tonight there is a repeal of certain sections of Ordinance No. 16-32 for Capital Expenditures in regard to Personal Services Contracts. The ordinance drafted will move from \$25,000 to \$50,000 on the Capital Expenditures, and increasing Personal Services to \$25,000.

Mr. Clark asked if it should be identified in the ordinance that the Capital Equipment and Public Improvement Projects will be subject to levels as set by Ohio Revised Code. Ms. Maier noted that the City of Bay Village, as a public entity, has to abide by the levels set by the Ohio Revised Code.

Mr. Clark stated that the Ordinance will be placed on first reading this evening. Mr. Barbour noted that the first Whereas Clause states that the City of Bay Village annually provides a budget which is approved by Council and is subject to certain state bidding limitations.

**PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier, DeGeorge, Stainbrook.**

Approval to enter into contract with Chagrin Valley Engineering for design services for the Clean Ohio Trails Project through the Cahoon Basin (First Reading January 13, 2020).

**Ms. Maier** will present for second reading and consideration for adoption an Ordinance granting approval to enter into contract with Chagrin Valley Engineering for design services for the Clean Ohio Trails Project through the Cahoon Basin. The contract amount is \$39,604.00.

A Planning, Zoning & Public Grounds and Buildings Committee meeting will be held on Wednesday, February 19, 2020 at 6:30 p.m. The meeting will be a work session for the proposed Zoning Overlay Project.

Mr. Clark noted that there had been plans mentioned by Mayor Koomar of having Jason Russell of Concord Consulting in to the Council Meeting of February 3, 2020. He asked if that is still the intent of the Mayor. Mayor Koomar stated that he will check with Mr. Russell, who would like to gather all public input prior to addressing Council again. The Mayor stated further that a Zoning Overlay public meeting was held last Thursday and at one point there were more than 55 people present. Mayor Koomar will follow up with Mr. Russell.

Ms. Maier commented that Mr. Russell did confirm that he is available to do a work session with the City Planning Commission on Wednesday, February 5, 2020, provided that there are no other materials for that meeting.

**PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-  
Stainbrook, Maier, Kelly.**

2020 Pavement Maintenance Program.

**Mrs. Stainbrook** stated that the 2020 Pavement Maintenance and Resurfacing Program has a budget this year of \$750,000, and information has been provided to Council of the base bids and alternate bids, as well as the streets included in the project. The entire project is estimated at \$787,270.00. In addition to the Street Improvement Budget of \$750,000, there is also \$50,000 set aside for Reclamite, which helps maintain streets that were paved, and \$65,000 for the Crack Seal Program. The 2020 Pavement Maintenance and Resurfacing Program includes Knickerbocker, Rexford, and Aberdeen, with alternate bids for Kenilworth and Oakmoor.

Director of Public Service and Properties Liskovec stated that the budget unit price is \$17.00 per square yard and feels confident that this is a solid number. Recommendations will be presented at the February 3, 2020 meeting for street maintenance material bids opened on January 24, 2020. The numbers are consistent from last year, which is encouraging moving forward.

Results of bids for the Pavement Maintenance and Resurfacing Program will be a reflection of where the market is at the time. Mrs. Stainbrook will move to grant permission to advertise for bids for the 2020 Pavement Maintenance and Resurfacing Program at the Special Meeting of Council this evening.

Mr. Winzig asked if the Reclamite and Crack Seal Programs are included in the \$750,000 budget. Mrs. Stainbrook stated that the Reclamite and Crack Seal Programs have separate funding budgets. Mr. Winzig asked if the Sunset Area Paving is going to be as part of this bidding. Mr. Liskovec stated that City Engineer Don Bierut is reviewing the numbers used for Sunset last summer. The numbers will be updated to reflect the current market. Now that the utilities contract is set for Sunset, they will continue that review of the Sunset paving numbers

before advertising for bids for the Sunset repaving which should be ready in the near future. The advertisement for bids for that project will be done along with the Long Beach Area, which will be a separate project as well.

Mrs. Stainbrook noted that bidding early in the season helps to attain good bids from contractors and getting our people scheduled to have these projects ready to start when the weather breaks.

Mr. Clark asked the Mayor if there is possible county partnership on Bradley Road and Wolf Road for resurfacing. Mayor Koomar stated that the 50%/50% application with the county just came in last week, and City Engineer Don Bierut will review the application submitted two years ago to update the numbers and bring to Council for approval for resubmission to the county.

**RECREATION & PARKS IMPROVEMENT COMMITTEE-Winzig, DeGeorge, Tadych.**

**Mr. Winzig** had no report this evening.

**SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Kelly, Stainbrook, Winzig.**

**Mr. Kelly** had no report this evening.

**MISCELLANEOUS**

**Mr. Clark** asked Law Director Barbour if there are any comments regarding a potential litigation situation. Mr. Barbour stated that he would suggest that Council convene to Executive Session later this evening on pending or imminent litigation. Mr. Tadych will be asked to make an oral motion toward the end of the Special Meeting of Council this evening to convene to Executive Session for an update on this situation.

**AUDIENCE**

There were no comments from the audience this evening.

**ADJOURNMENT**

There being no further discussion, the meeting adjourned at 8:20 p.m.

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Dwight A. Clark, President of Council

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Joan Kemper, Clerk of Council

# Memorandum of Understanding

## School Resource Officer

This Agreement is made, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **BAY VILLAGE CITY SCHOOL DISTRICT** (hereinafter “School District”), and the **CITY OF BAY VILLAGE** (hereinafter “City”) as follows:

### WITNESSETH:

**WHEREAS**, the City and School District desire to enter into an agreement for the hiring and use of a full-time School Resource Officer (hereinafter “SRO” or “full-time SRO”); and

**WHEREAS**, the School District and the City now desire to set forth in this Agreement (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the full-time SRO to be hired prior to the beginning of the 2020-2021 school year.

### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

#### **I. Purpose.**

This MOU establishes and delineates the mission of the School Resource Officer Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

#### **II. Mission.**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

#### **III. Goals of the SRO Program.**

SRO program goals include:

- A. To ensure a safe learning environment for all children and adults who enter the building.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

**Law Enforcement Role** – The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. The SRO may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** – The SRO should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### **V. Organizational Structure.**

A. Composition. The SRO Program will consist of full-time Bay Village Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Bay Village Police Department and by applicable laws including Ohio Revised Code 3313.951. The SRO shall be an employee of the City of Bay Village and shall be subject to all policies and procedures of the City of Bay Village, the Bay Village Police Department, and the policies and procedures of the School District. While it is understood that the SRO is a City employee under the control of the Police Department, the School District will provide input to the Chief of Police regarding any performance or accountability issues that arise with the SRO and will be informed by the Chief of Police of any such issues that arise with the SRO's performance with the Police Department. Any issues with the SRO or the SRO program shall be resolved through mutual cooperation between the Superintendent and the Chief of Police.

B. Officer Recruitment & Selection. The selection process of the SRO shall be performed by the Bay Village Police Department in consultation with the School District and the ultimate appointment process shall be completed by the Bay Village Police Department. The SRO shall be a departmental assignment within the Bay Village Police Department and assigned to the School District ~~during school days and any other days as needed.~~

General criteria for a SRO:

1. Experience as a police officer– SRO must have a minimum of five years’ experience as a police officer. The SRO shall have and maintain all required training, certifications and qualifications of the Bay Village Police Department.
2. Successful performance – The SRO should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Complaints against the SRO shall follow the normal complaint process of the Bay Village Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District’s Handbook.
3. College or degree coursework – The SRO is in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
4. Commitment to community and youth well-being. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff.

C. Training Requirements. Prior to entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code 3313.951 and that covers responsibilities or and limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SRO into a positive school environment.

D. Employment of the School Resource Officer.

1. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.
2. The SRO shall be subject to all personnel policies and practices of the City/Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO.
4. In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.
5. The full time SRO is subject to the terms and conditions of the City of Bay Village Collective Bargaining Agreement (CBA) which shall control.

## **VI. Daily Schedule and assignments.**

A SRO duty hours shall be determined by the Police Department working in cooperation with the School District. It is the intent of the parties that the SRO’s duty hours shall be 7:30 a.m. -3:30 p.m. on school days (i.e. days that students are in attendance) unless exigent circumstances exist. It is also understood that the SRO shall attend safety training and safety drills at the School District’s request on days that students are not in attendance up to a maximum of 16 hours per school year. Duties performed outside these hours shall be subject to the overtime provisions of the applicable City of Bay Village CBA.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the SRO is ordered by the City to leave the school during normal duty hours as described above and perform other services for the City, 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 City shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the City. The City will not be in a position to provide a substitute SRO.

**VII. Term of Agreement.**

This Agreement shall remain in effect for three years, commencing on \_\_\_\_\_, 2020 and terminating on \_\_\_\_\_, 2023. This agreement may be extended by mutual written agreement of the parties. The parties shall notify each other in writing of their intent to extend this agreement no later than December 31, 2022.

**VIII. Duties of School Resource Officer.**

The SRO's duties will include, but not be limited to, the following:

- A. The SRO is first and foremost a law enforcement officer.
- B. To be an extension of the principal's office for assignments consistent with this Agreement.
- C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.
- D. To act as the designee of the school administrator to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- E. To provide a classroom resource for education using approved materials including lesson plans prepared by the SRO where applicable.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- G. 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.
- H. To make appearances before the School Board, City Council, 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.
- I. The SRO will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the City or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the SRO.
- N. The SRO 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. The SRO will work closely and cooperatively with the Bay Family Services. Referrals will be made when necessary.

O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

Q. The SRO will provide community-wide crime prevention presentations.

R. The SRO will wear the department issued uniform and the required authorized equipment in accordance with department policy.

**IX. Transporting Students.**

A. The SRO shall not transport students in City vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.

B. 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 shall not transport students in their personal vehicles.

C. The SRO shall notify school personnel upon removing a student from campus.

**X. 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, and relevant Bay Village Police Department and School District 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 Bay Village Police Department or from other law enforcement agencies coming into contact with students from 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 Bay Village Police Department, which 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 Chief of Police.

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 law enforcement agencies, but will not be part of the student's school record.

G. Hearsay information or rumors will alone not be the basis for any formal action by Bay Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.

H. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Bay Village shall be relayed to the police department of jurisdiction.

I. When any felony occurs or any crime that prompts a Public Information Officer response from the School District or the City or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.

J. 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.

K. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

#### **XI. Role in Responding to Criminal Activity.**

One of the roles of the SRO, as a law enforcement officer is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO should perform his/her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

A. School staff will contact the SRO to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

B. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

C. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

#### **XII. Role in School Policy Violations.**

The SRO is not a school disciplinarian and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO 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 and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

#### **XIII. Data Collection.**

The SRO will submit a monthly activity report to the Superintendent, building principals, and the Chief of Police or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including teaching of State of Ohio approved education/prevention classes, meetings, presentations, incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

#### **XIV. Role in Locker, Vehicle, Personal, and Other Searches.**

The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act and the search is reasonable in its scope. The SRO will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- A. Strip searches of students by the SRO are prohibited.
- B. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

#### **XV. Limits on Interrogations and Arrests.**

A. **Interrogations** – The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

B. **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- 1. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
- 2. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- 3. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students. All use of force must conform with the law and the policies of the Bay Village Police Department.

#### **XVI. Role in Critical Incidents.**

The SRO will be familiar with the emergency operations manual of the School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

#### **XVII. Role in Truancy Issues.**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

#### **XVIII. School District Responsibilities.**

The School District shall provide the SRO and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students.
- F. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The opportunity to provide instruction to the students of curriculum from State of Ohio approved prevention/education programs.
- H. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- I. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies and laws.
- J. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- K. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- L. Provide training to teachers, administrators, staff and SRO about when to directly involve SRO with student misconduct and about available alternatives to arrest.

**XIX. Crisis Planning.**

Bay Village City School District and the City of Bay Village Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the School District should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Bay Village Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO should also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training.

**XX. Reviewing the MOU and SRO Program.**

Both the School District and the City will be involved in the evaluation process of the SRO program.

The assigned parties shall review the MOU/SRO Program annually and make adjustments as ~~needed~~ mutually agreed upon. Any revisions will be reflected in an updated MOU.

**XXI. Problem Resolution.**

Any difficulties or questions will be resolved by negotiation between the Superintendent of the Bay Village School District and the Chief of Police of the Bay Village Police Department or their designees.

**XXII. Miscellaneous.**

A. Insurance: The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City of Bay Village shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The limits shall not be less than one million dollars (\$1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.

B. All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees as well as the criminal records and background check applicable to Bay Village Police Department Police Officers.

C. All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.

D. Entire Agreement: This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

E. Notice: Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

City of Bay Village  
Chief Mark Spaetzel  
28000 Wolf Road  
Bay Village, Ohio 44140

Bay Village City School District  
Superintendent Jodie Hausmann  
377 Dover Center Road  
Bay Village, Ohio 44140

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

By: \_\_\_\_\_  
Jodie Hausmann  
Superintendent, Bay Village City School District

By: \_\_\_\_\_  
Paul Koomar  
Mayor, City of Bay Village

\_\_\_\_\_  
Mark Spaetzel  
Chief of Police, City of Bay Village

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Mark E. Barbour  
Law Director, City of Bay Village

By: \_\_\_\_\_  
Christine T. Cossler  
Legal Counsel, Bay Village City School District

## **Exhibit A**

### **I. Salary and Benefits.**

- A. The salary and benefits of the SRO shall be split between the School District, which shall be responsible for 70% of the salary and benefits, and the City which shall be responsible for 30% of the salary and benefits, with the exception of Exhibit A Section B. The rate of pay and benefits ~~that the SRO qualifies for~~ of the SRO shall be governed by the applicable City of Bay Village CBA, including overtime.
- B. Any overtime requested or required by either entity shall be the responsibility of the requesting or requiring entity, and subject to the applicable City of Bay Village CBA.
- C. Upon receipt of the monthly invoice from the City, the School District shall remit payment for its share of the salary and benefits to the City.
- D. Overtime incurred at the request of the School District shall be billed monthly.
- E. The SRO shall be a regular full time employee of the City of Bay Village subject to the applicable City of Bay Village CBA.
- F. The cost of any Worker's Compensation Claim of Injury filed by the SRO shall be charged back to the School District if the claim occurs while the SRO is performing duties related to the School District. If the claim occurs during travel between the City and the School District, the parties will share the cost of the claim 70% charged to the School District and 30% charged to the City.
- G. Cost of uniforms will be paid by the city and reimbursed 70% by the School District.
- H. Training required to maintain Peace Officer certification and compliance with Bay Village Police requirements shall be the financial responsibility of the City. Training required or encouraged by the School District shall be the financial responsibility of the School District.
- I. Any other costs and expenses attributable to the SRO not set forth herein shall be shared between the parties at the rate of 70% attributable to the School District and 30% to the City.

### **II. Drug Use Prevention Grant.**

- A. The City will apply for the Drug Use Prevention Grant (hereinafter "Grant") annually or more frequently if required by the Grant application process. The City further agrees that if it fails to timely apply for the Grant (provided that the School District has timely met its obligations in Section B below) each year (or sooner if required by the Grant application process), the School District may terminate this MOU and its obligations under the MOU immediately and without penalty.
- B. The School District shall be responsible for maintaining and providing all information and documentation necessary to apply for and administer said grant no later than two weeks prior to applicable deadline unless ~~circumstances beyond the District's control occur~~ the City timely fails to meet its obligations to apply for the grant referenced in Section A above.
- C. The School District shall provide the educational materials associated with the Grant funding.

D. Monies awarded through the grant shall be applied to the School District's share of the SRO's salary and benefits. The share of salaries and benefits of the City shall not exceed 50% after reduction of the School District's share due to a grant award.

E. Should monies need to be returned from the Grant for any reason, the School District shall be responsible for the return of funds.

# Memorandum of Understanding

## School Resource Officer

This Agreement is made, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **BAY VILLAGE CITY SCHOOL DISTRICT** (hereinafter “School District”), and the **CITY OF BAY VILLAGE** (hereinafter “City”) as follows:

### WITNESSETH:

**WHEREAS**, the City and School District desire to enter into an agreement for the hiring and use of a full-time School Resource Officer (hereinafter “SRO” or “full-time SRO”); and

**WHEREAS**, the School District and the City now desire to set forth in this Agreement (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the full-time SRO to be hired prior to the beginning of the 2020-2021 school year.

### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

#### **I. Purpose.**

This MOU establishes and delineates the mission of the School Resource Officer Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

#### **II. Mission.**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

#### **III. Goals of the SRO Program.**

SRO program goals include:

- A. To ensure a safe learning environment for all children and adults who enter the building.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

**Law Enforcement Role** – The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. The SRO may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** – The SRO should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### **V. Organizational Structure.**

A. Composition. The SRO Program will consist of full-time Bay Village Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Bay Village Police Department and by applicable laws including Ohio Revised Code 3313.951. The SRO shall be an employee of the City of Bay Village and shall be subject to all policies and procedures of the City of Bay Village, the Bay Village Police Department, and the policies and procedures of the School District. While it is understood that the SRO is a City employee under the control of the Police Department, the School District will provide input to the Chief of Police regarding any performance or accountability issues that arise with the SRO and will be informed by the Chief of Police of any such issues that arise with the SRO's performance with the Police Department. Any issues with the SRO or the SRO program shall be resolved through mutual cooperation between the Superintendent and the Chief of Police.

B. Officer Recruitment & Selection. The selection process of the SRO shall be performed by the Bay Village Police Department in consultation with the School District and the ultimate appointment process shall be completed by the Bay Village Police Department. The SRO shall be a departmental assignment within the Bay Village Police Department and assigned to the School District ~~during school days and any other days as needed.~~

General criteria for a SRO:

1. Experience as a police officer– SRO must have a minimum of five years’ experience as a police officer. The SRO shall have and maintain all required training, certifications and qualifications of the Bay Village Police Department.
2. Successful performance – The SRO should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Complaints against the SRO shall follow the normal complaint process of the Bay Village Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District’s Handbook.
3. College or degree coursework – The SRO is in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
4. Commitment to community and youth well-being. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff.

C. Training Requirements. Prior to entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code 3313.951 and that covers responsibilities or and limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SRO into a positive school environment.

D. Employment of the School Resource Officer.

1. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.
2. The SRO shall be subject to all personnel policies and practices of the City/Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO.
4. In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.
5. The full time SRO is subject to the terms and conditions of the City of Bay Village Collective Bargaining Agreement (CBA) which shall control.

## **VI. Daily Schedule and assignments.**

A SRO duty hours shall be determined by the Police Department working in cooperation with the School District. It is the intent of the parties that the SRO’s duty hours shall be 7:30 a.m. -3:30 p.m. on school days (i.e. days that students are in attendance) unless exigent circumstances exist. It is also understood that the SRO shall attend safety training and safety drills at the School District’s request on days that students are not in attendance up to a maximum of 16 hours per school year. Duties performed outside these hours shall be subject to the overtime provisions of the applicable City of Bay Village CBA.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the SRO is ordered by the City to leave the school during normal duty hours as described above and perform other services for the City, 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 City shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the City. The City will not be in a position to provide a substitute SRO.

**VII. Term of Agreement.**

This Agreement shall remain in effect for three years, commencing on \_\_\_\_\_, 2020 and terminating on \_\_\_\_\_, 2023. This agreement may be extended by mutual written agreement of the parties. The parties shall notify each other in writing of their intent to extend this agreement no later than December 31, 2022.

**VIII. Duties of School Resource Officer.**

The SRO's duties will include, but not be limited to, the following:

- A. The SRO is first and foremost a law enforcement officer.
- B. To be an extension of the principal's office for assignments consistent with this Agreement.
- C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.
- D. To act as the designee of the school administrator to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- E. To provide a classroom resource for education using approved materials including lesson plans prepared by the SRO where applicable.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- G. 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.
- H. To make appearances before the School Board, City Council, 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.
- I. The SRO will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the City or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the SRO.
- N. The SRO 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. The SRO will work closely and cooperatively with the Bay Family Services. Referrals will be made when necessary.

O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

Q. The SRO will provide community-wide crime prevention presentations.

R. The SRO will wear the department issued uniform and the required authorized equipment in accordance with department policy.

**IX. Transporting Students.**

A. The SRO shall not transport students in City vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.

B. 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 shall not transport students in their personal vehicles.

C. The SRO shall notify school personnel upon removing a student from campus.

**X. 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, and relevant Bay Village Police Department and School District 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 Bay Village Police Department or from other law enforcement agencies coming into contact with students from 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 Bay Village Police Department, which 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 Chief of Police.

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 law enforcement agencies, but will not be part of the student's school record.

G. Hearsay information or rumors will alone not be the basis for any formal action by Bay Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.

H. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Bay Village shall be relayed to the police department of jurisdiction.

I. When any felony occurs or any crime that prompts a Public Information Officer response from the School District or the City or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.

J. 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.

K. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

#### **XI. Role in Responding to Criminal Activity.**

One of the roles of the SRO, as a law enforcement officer is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO should perform his/her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

A. School staff will contact the SRO to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

B. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

C. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

#### **XII. Role in School Policy Violations.**

The SRO is not a school disciplinarian and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO 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 and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

#### **XIII. Data Collection.**

The SRO will submit a monthly activity report to the Superintendent, building principals, and the Chief of Police or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including teaching of State of Ohio approved education/prevention classes, meetings, presentations, incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

#### **XIV. Role in Locker, Vehicle, Personal, and Other Searches.**

The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act and the search is reasonable in its scope. The SRO will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- A. Strip searches of students by the SRO are prohibited.
- B. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

#### **XV. Limits on Interrogations and Arrests.**

A. **Interrogations** – The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

B. **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- 1. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
- 2. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- 3. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students. All use of force must conform with the law and the policies of the Bay Village Police Department.

#### **XVI. Role in Critical Incidents.**

The SRO will be familiar with the emergency operations manual of the School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

#### **XVII. Role in Truancy Issues.**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

#### **XVIII. School District Responsibilities.**

The School District shall provide the SRO and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students.
- F. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The opportunity to provide instruction to the students of curriculum from State of Ohio approved prevention/education programs.
- H. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- I. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies and laws.
- J. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- K. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- L. Provide training to teachers, administrators, staff and SRO about when to directly involve SRO with student misconduct and about available alternatives to arrest.

**XIX. Crisis Planning.**

Bay Village City School District and the City of Bay Village Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the School District should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Bay Village Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO should also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training.

**XX. Reviewing the MOU and SRO Program.**

Both the School District and the City will be involved in the evaluation process of the SRO program.

The assigned parties shall review the MOU/SRO Program annually and make adjustments as ~~needed~~ mutually agreed upon. Any revisions will be reflected in an updated MOU.

**XXI. Problem Resolution.**

Any difficulties or questions will be resolved by negotiation between the Superintendent of the Bay Village School District and the Chief of Police of the Bay Village Police Department or their designees.

**XXII. Miscellaneous.**

A. Insurance: The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City of Bay Village shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The limits shall not be less than one million dollars (\$1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.

B. All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees as well as the criminal records and background check applicable to Bay Village Police Department Police Officers.

C. All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.

D. Entire Agreement: This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

E. Notice: Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

City of Bay Village  
Chief Mark Spaetzel  
28000 Wolf Road  
Bay Village, Ohio 44140

Bay Village City School District  
Superintendent Jodie Hausmann  
377 Dover Center Road  
Bay Village, Ohio 44140

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

By: \_\_\_\_\_  
Jodie Hausmann  
Superintendent, Bay Village City School District

By: \_\_\_\_\_  
Paul Koomar  
Mayor, City of Bay Village

\_\_\_\_\_  
Mark Spaetzel  
Chief of Police, City of Bay Village

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Mark E. Barbour  
Law Director, City of Bay Village

By: \_\_\_\_\_  
Christine T. Cossler  
Legal Counsel, Bay Village City School District

## Exhibit A

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**WHEREAS**, the School District and the City now desire to set forth in this Agreement (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the full-time SRO to be hired prior to the beginning of the 2020-2021 school year.

### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

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This MOU establishes and delineates the mission of the School Resource Officer Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

#### **II. Mission.**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

#### **III. Goals of the SRO Program.**

SRO program goals include:

- A. To ensure a safe learning environment for all children and adults who enter the building.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

**Law Enforcement Role** – The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. The SRO may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** – The SRO should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### **V. Organizational Structure.**

A. Composition. The SRO Program will consist of full-time Bay Village Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Bay Village Police Department and by applicable laws including Ohio Revised Code 3313.951. The SRO shall be an employee of the City of Bay Village and shall be subject to all policies and procedures of the City of Bay Village, the Bay Village Police Department, and the policies and procedures of the School District. While it is understood that the SRO is a City employee under the control of the Police Department, the School District will provide input to the Chief of Police regarding any performance or accountability issues that arise with the SRO and will be informed by the Chief of Police of any such issues that arise with the SRO's performance with the Police Department. Any issues with the SRO or the SRO program shall be resolved through mutual cooperation between the Superintendent and the Chief of Police.

B. Officer Recruitment & Selection. The selection process of the SRO shall be performed by the Bay Village Police Department in consultation with the School District and the ultimate appointment process shall be completed by the Bay Village Police Department. The SRO shall be a departmental assignment within the Bay Village Police Department and assigned to the School District ~~during school days and any other days as needed.~~

General criteria for a SRO:

1. Experience as a police officer– SRO must have a minimum of five years’ experience as a police officer. The SRO shall have and maintain all required training, certifications and qualifications of the Bay Village Police Department.
2. Successful performance – The SRO should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Complaints against the SRO shall follow the normal complaint process of the Bay Village Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District’s Handbook.
3. College or degree coursework – The SRO is in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
4. Commitment to community and youth well-being. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff.

C. Training Requirements. Prior to entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code 3313.951 and that covers responsibilities or and limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SRO into a positive school environment.

D. Employment of the School Resource Officer.

1. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.
2. The SRO shall be subject to all personnel policies and practices of the City/Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO.
4. In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.
5. The full time SRO is subject to the terms and conditions of the City of Bay Village Collective Bargaining Agreement (CBA) which shall control.

## **VI. Daily Schedule and assignments.**

A SRO duty hours shall be determined by the Police Department working in cooperation with the School District. It is the intent of the parties that the SRO’s duty hours shall be 7:30 a.m. -3:30 p.m. on school days (i.e. days that students are in attendance) unless exigent circumstances exist. It is also understood that the SRO shall attend safety training and safety drills at the School District’s request on days that students are not in attendance up to a maximum of 16 hours per school year. Duties performed outside these hours shall be subject to the overtime provisions of the applicable City of Bay Village CBA.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the SRO is ordered by the City to leave the school during normal duty hours as described above and perform other services for the City, 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 City shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the City. The City will not be in a position to provide a substitute SRO.

**VII. Term of Agreement.**

This Agreement shall remain in effect for three years, commencing on \_\_\_\_\_, 2020 and terminating on \_\_\_\_\_, 2023. This agreement may be extended by mutual written agreement of the parties. The parties shall notify each other in writing of their intent to extend this agreement no later than December 31, 2022.

**VIII. Duties of School Resource Officer.**

The SRO's duties will include, but not be limited to, the following:

- A. The SRO is first and foremost a law enforcement officer.
- B. To be an extension of the principal's office for assignments consistent with this Agreement.
- C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.
- D. To act as the designee of the school administrator to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- E. To provide a classroom resource for education using approved materials including lesson plans prepared by the SRO where applicable.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- G. 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.
- H. To make appearances before the School Board, City Council, 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.
- I. The SRO will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the City or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the SRO.
- N. The SRO 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. The SRO will work closely and cooperatively with the Bay Family Services. Referrals will be made when necessary.

O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

Q. The SRO will provide community-wide crime prevention presentations.

R. The SRO will wear the department issued uniform and the required authorized equipment in accordance with department policy.

**IX. Transporting Students.**

A. The SRO shall not transport students in City vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.

B. 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 shall not transport students in their personal vehicles.

C. The SRO shall notify school personnel upon removing a student from campus.

**X. 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, and relevant Bay Village Police Department and School District 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 Bay Village Police Department or from other law enforcement agencies coming into contact with students from 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 Bay Village Police Department, which 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 Chief of Police.

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 law enforcement agencies, but will not be part of the student's school record.

G. Hearsay information or rumors will alone not be the basis for any formal action by Bay Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.

H. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Bay Village shall be relayed to the police department of jurisdiction.

I. When any felony occurs or any crime that prompts a Public Information Officer response from the School District or the City or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.

J. 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.

K. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

#### **XI. Role in Responding to Criminal Activity.**

One of the roles of the SRO, as a law enforcement officer is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO should perform his/her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

A. School staff will contact the SRO to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

B. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

C. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

#### **XII. Role in School Policy Violations.**

The SRO is not a school disciplinarian and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO 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 and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

#### **XIII. Data Collection.**

The SRO will submit a monthly activity report to the Superintendent, building principals, and the Chief of Police or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including teaching of State of Ohio approved education/prevention classes, meetings, presentations, incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

#### **XIV. Role in Locker, Vehicle, Personal, and Other Searches.**

The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act and the search is reasonable in its scope. The SRO will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- A. Strip searches of students by the SRO are prohibited.
- B. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

#### **XV. Limits on Interrogations and Arrests.**

A. **Interrogations** – The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

B. **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- 1. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
- 2. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- 3. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students. All use of force must conform with the law and the policies of the Bay Village Police Department.

#### **XVI. Role in Critical Incidents.**

The SRO will be familiar with the emergency operations manual of the School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

#### **XVII. Role in Truancy Issues.**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

#### **XVIII. School District Responsibilities.**

The School District shall provide the SRO and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students.
- F. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The opportunity to provide instruction to the students of curriculum from State of Ohio approved prevention/education programs.
- H. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- I. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies and laws.
- J. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- K. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- L. Provide training to teachers, administrators, staff and SRO about when to directly involve SRO with student misconduct and about available alternatives to arrest.

**XIX. Crisis Planning.**

Bay Village City School District and the City of Bay Village Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the School District should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Bay Village Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO should also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training.

**XX. Reviewing the MOU and SRO Program.**

Both the School District and the City will be involved in the evaluation process of the SRO program.

The assigned parties shall review the MOU/SRO Program annually and make adjustments as ~~needed~~ mutually agreed upon. Any revisions will be reflected in an updated MOU.

**XXI. Problem Resolution.**

Any difficulties or questions will be resolved by negotiation between the Superintendent of the Bay Village School District and the Chief of Police of the Bay Village Police Department or their designees.

**XXII. Miscellaneous.**

A. Insurance: The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City of Bay Village shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The limits shall not be less than one million dollars (\$1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.

B. All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees as well as the criminal records and background check applicable to Bay Village Police Department Police Officers.

C. All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.

D. Entire Agreement: This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

E. Notice: Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

City of Bay Village  
Chief Mark Spaetzel  
28000 Wolf Road  
Bay Village, Ohio 44140

Bay Village City School District  
Superintendent Jodie Hausmann  
377 Dover Center Road  
Bay Village, Ohio 44140

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

By: \_\_\_\_\_  
Jodie Hausmann  
Superintendent, Bay Village City School District

By: \_\_\_\_\_  
Paul Koomar  
Mayor, City of Bay Village

\_\_\_\_\_  
Mark Spaetzel  
Chief of Police, City of Bay Village

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Mark E. Barbour  
Law Director, City of Bay Village

By: \_\_\_\_\_  
Christine T. Cossler  
Legal Counsel, Bay Village City School District

## **Exhibit A**

### **I. Salary and Benefits.**

- A. The salary and benefits of the SRO shall be split between the School District, which shall be responsible for 70% of the salary and benefits, and the City which shall be responsible for 30% of the salary and benefits, with the exception of Exhibit A Section B. The rate of pay and benefits ~~that the SRO qualifies for~~ of the SRO shall be governed by the applicable City of Bay Village CBA, including overtime.
- B. Any overtime requested or required by either entity shall be the responsibility of the requesting or requiring entity, and subject to the applicable City of Bay Village CBA.
- C. Upon receipt of the monthly invoice from the City, the School District shall remit payment for its share of the salary and benefits to the City.
- D. Overtime incurred at the request of the School District shall be billed monthly.
- E. The SRO shall be a regular full time employee of the City of Bay Village subject to the applicable City of Bay Village CBA.
- F. The cost of any Worker's Compensation Claim of Injury filed by the SRO shall be charged back to the School District if the claim occurs while the SRO is performing duties related to the School District. If the claim occurs during travel between the City and the School District, the parties will share the cost of the claim 70% charged to the School District and 30% charged to the City.
- G. Cost of uniforms will be paid by the city and reimbursed 70% by the School District.
- H. Training required to maintain Peace Officer certification and compliance with Bay Village Police requirements shall be the financial responsibility of the City. Training required or encouraged by the School District shall be the financial responsibility of the School District.
- I. Any other costs and expenses attributable to the SRO not set forth herein shall be shared between the parties at the rate of 70% attributable to the School District and 30% to the City.

### **II. Drug Use Prevention Grant.**

- A. The City will apply for the Drug Use Prevention Grant (hereinafter "Grant") annually or more frequently if required by the Grant application process. The City further agrees that if it fails to timely apply for the Grant (provided that the School District has timely met its obligations in Section B below) each year (or sooner if required by the Grant application process), the School District may terminate this MOU and its obligations under the MOU immediately and without penalty.
- B. The School District shall be responsible for maintaining and providing all information and documentation necessary to apply for and administer said grant no later than two weeks prior to applicable deadline unless ~~circumstances beyond the District's control occur~~ the City timely fails to meet its obligations to apply for the grant referenced in Section A above.
- C. The School District shall provide the educational materials associated with the Grant funding.

D. Monies awarded through the grant shall be applied to the School District's share of the SRO's salary and benefits. The share of salaries and benefits of the City shall not exceed 50% after reduction of the School District's share due to a grant award.

E. Should monies need to be returned from the Grant for any reason, the School District shall be responsible for the return of funds.

# Memorandum of Understanding

## School Resource Officer

This Agreement is made, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **BAY VILLAGE CITY SCHOOL DISTRICT** (hereinafter “School District”), and the **CITY OF BAY VILLAGE** (hereinafter “City”) as follows:

### WITNESSETH:

**WHEREAS**, the City and School District desire to enter into an agreement for the hiring and use of a full-time School Resource Officer (hereinafter “SRO” or “full-time SRO”); and

**WHEREAS**, the School District and the City now desire to set forth in this Agreement (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the full-time SRO to be hired prior to the beginning of the 2020-2021 school year.

### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

#### **I. Purpose.**

This MOU establishes and delineates the mission of the School Resource Officer Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

#### **II. Mission.**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

#### **III. Goals of the SRO Program.**

SRO program goals include:

- A. To ensure a safe learning environment for all children and adults who enter the building.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

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- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

**Law Enforcement Role** – The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

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Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### **V. Organizational Structure.**

A. Composition. The SRO Program will consist of full-time Bay Village Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Bay Village Police Department and by applicable laws including Ohio Revised Code 3313.951. The SRO shall be an employee of the City of Bay Village and shall be subject to all policies and procedures of the City of Bay Village, the Bay Village Police Department, and the policies and procedures of the School District. While it is understood that the SRO is a City employee under the control of the Police Department, the School District will provide input to the Chief of Police regarding any performance or accountability issues that arise with the SRO and will be informed by the Chief of Police of any such issues that arise with the SRO's performance with the Police Department. Any issues with the SRO or the SRO program shall be resolved through mutual cooperation between the Superintendent and the Chief of Police.

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General criteria for a SRO:

1. Experience as a police officer– SRO must have a minimum of five years’ experience as a police officer. The SRO shall have and maintain all required training, certifications and qualifications of the Bay Village Police Department.
2. Successful performance – The SRO should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Complaints against the SRO shall follow the normal complaint process of the Bay Village Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District’s Handbook.
3. College or degree coursework – The SRO is in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
4. Commitment to community and youth well-being. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff.

C. Training Requirements. Prior to entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code 3313.951 and that covers responsibilities or and limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SRO into a positive school environment.

D. Employment of the School Resource Officer.

1. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.
2. The SRO shall be subject to all personnel policies and practices of the City/Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO.
4. In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.
5. The full time SRO is subject to the terms and conditions of the City of Bay Village Collective Bargaining Agreement (CBA) which shall control.

## **VI. Daily Schedule and assignments.**

A SRO duty hours shall be determined by the Police Department working in cooperation with the School District. It is the intent of the parties that the SRO’s duty hours shall be 7:30 a.m. -3:30 p.m. on school days (i.e. days that students are in attendance) unless exigent circumstances exist. It is also understood that the SRO shall attend safety training and safety drills at the School District’s request on days that students are not in attendance up to a maximum of 16 hours per school year. Duties performed outside these hours shall be subject to the overtime provisions of the applicable City of Bay Village CBA.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the SRO is ordered by the City to leave the school during normal duty hours as described above and perform other services for the City, 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 City shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the City. The City will not be in a position to provide a substitute SRO.

**VII. Term of Agreement.**

This Agreement shall remain in effect for three years, commencing on \_\_\_\_\_, 2020 and terminating on \_\_\_\_\_, 2023. This agreement may be extended by mutual written agreement of the parties. The parties shall notify each other in writing of their intent to extend this agreement no later than December 31, 2022.

**VIII. Duties of School Resource Officer.**

The SRO's duties will include, but not be limited to, the following:

- A. The SRO is first and foremost a law enforcement officer.
- B. To be an extension of the principal's office for assignments consistent with this Agreement.
- C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.
- D. To act as the designee of the school administrator to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- E. To provide a classroom resource for education using approved materials including lesson plans prepared by the SRO where applicable.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- G. 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.
- H. To make appearances before the School Board, City Council, 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.
- I. The SRO will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the City or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the SRO.
- N. The SRO 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. The SRO will work closely and cooperatively with the Bay Family Services. Referrals will be made when necessary.

O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

Q. The SRO will provide community-wide crime prevention presentations.

R. The SRO will wear the department issued uniform and the required authorized equipment in accordance with department policy.

**IX. Transporting Students.**

A. The SRO shall not transport students in City vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.

B. 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 shall not transport students in their personal vehicles.

C. The SRO shall notify school personnel upon removing a student from campus.

**X. 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, and relevant Bay Village Police Department and School District 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 Bay Village Police Department or from other law enforcement agencies coming into contact with students from 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 Bay Village Police Department, which 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 Chief of Police.

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 law enforcement agencies, but will not be part of the student's school record.

G. Hearsay information or rumors will alone not be the basis for any formal action by Bay Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.

H. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Bay Village shall be relayed to the police department of jurisdiction.

I. When any felony occurs or any crime that prompts a Public Information Officer response from the School District or the City or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.

J. 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.

K. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

#### **XI. Role in Responding to Criminal Activity.**

One of the roles of the SRO, as a law enforcement officer is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO should perform his/her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

A. School staff will contact the SRO to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

B. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

C. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

#### **XII. Role in School Policy Violations.**

The SRO is not a school disciplinarian and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO 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 and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

#### **XIII. Data Collection.**

The SRO will submit a monthly activity report to the Superintendent, building principals, and the Chief of Police or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including teaching of State of Ohio approved education/prevention classes, meetings, presentations, incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

#### **XIV. Role in Locker, Vehicle, Personal, and Other Searches.**

The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act and the search is reasonable in its scope. The SRO will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- A. Strip searches of students by the SRO are prohibited.
- B. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

#### **XV. Limits on Interrogations and Arrests.**

A. **Interrogations** – The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

B. **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- 1. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
- 2. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- 3. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students. All use of force must conform with the law and the policies of the Bay Village Police Department.

#### **XVI. Role in Critical Incidents.**

The SRO will be familiar with the emergency operations manual of the School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

#### **XVII. Role in Truancy Issues.**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

#### **XVIII. School District Responsibilities.**

The School District shall provide the SRO and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students.
- F. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The opportunity to provide instruction to the students of curriculum from State of Ohio approved prevention/education programs.
- H. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- I. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies and laws.
- J. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- K. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- L. Provide training to teachers, administrators, staff and SRO about when to directly involve SRO with student misconduct and about available alternatives to arrest.

**XIX. Crisis Planning.**

Bay Village City School District and the City of Bay Village Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the School District should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Bay Village Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO should also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training.

**XX. Reviewing the MOU and SRO Program.**

Both the School District and the City will be involved in the evaluation process of the SRO program.

The assigned parties shall review the MOU/SRO Program annually and make adjustments as ~~needed~~ mutually agreed upon. Any revisions will be reflected in an updated MOU.

**XXI. Problem Resolution.**

Any difficulties or questions will be resolved by negotiation between the Superintendent of the Bay Village School District and the Chief of Police of the Bay Village Police Department or their designees.

**XXII. Miscellaneous.**

A. Insurance: The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City of Bay Village shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The limits shall not be less than one million dollars (\$1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.

B. All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees as well as the criminal records and background check applicable to Bay Village Police Department Police Officers.

C. All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.

D. Entire Agreement: This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

E. Notice: Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

City of Bay Village  
Chief Mark Spaetzel  
28000 Wolf Road  
Bay Village, Ohio 44140

Bay Village City School District  
Superintendent Jodie Hausmann  
377 Dover Center Road  
Bay Village, Ohio 44140

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

By: \_\_\_\_\_  
Jodie Hausmann  
Superintendent, Bay Village City School District

By: \_\_\_\_\_  
Paul Koomar  
Mayor, City of Bay Village

\_\_\_\_\_  
Mark Spaetzel  
Chief of Police, City of Bay Village

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Mark E. Barbour  
Law Director, City of Bay Village

By: \_\_\_\_\_  
Christine T. Cossler  
Legal Counsel, Bay Village City School District

## **Exhibit A**

### **I. Salary and Benefits.**

- A. The salary and benefits of the SRO shall be split between the School District, which shall be responsible for 70% of the salary and benefits, and the City which shall be responsible for 30% of the salary and benefits, with the exception of Exhibit A Section B. The rate of pay and benefits ~~that the SRO qualifies for~~ of the SRO shall be governed by the applicable City of Bay Village CBA, including overtime.
- B. Any overtime requested or required by either entity shall be the responsibility of the requesting or requiring entity, and subject to the applicable City of Bay Village CBA.
- C. Upon receipt of the monthly invoice from the City, the School District shall remit payment for its share of the salary and benefits to the City.
- D. Overtime incurred at the request of the School District shall be billed monthly.
- E. The SRO shall be a regular full time employee of the City of Bay Village subject to the applicable City of Bay Village CBA.
- F. The cost of any Worker's Compensation Claim of Injury filed by the SRO shall be charged back to the School District if the claim occurs while the SRO is performing duties related to the School District. If the claim occurs during travel between the City and the School District, the parties will share the cost of the claim 70% charged to the School District and 30% charged to the City.
- G. Cost of uniforms will be paid by the city and reimbursed 70% by the School District.
- H. Training required to maintain Peace Officer certification and compliance with Bay Village Police requirements shall be the financial responsibility of the City. Training required or encouraged by the School District shall be the financial responsibility of the School District.
- I. Any other costs and expenses attributable to the SRO not set forth herein shall be shared between the parties at the rate of 70% attributable to the School District and 30% to the City.

### **II. Drug Use Prevention Grant.**

- A. The City will apply for the Drug Use Prevention Grant (hereinafter "Grant") annually or more frequently if required by the Grant application process. The City further agrees that if it fails to timely apply for the Grant (provided that the School District has timely met its obligations in Section B below) each year (or sooner if required by the Grant application process), the School District may terminate this MOU and its obligations under the MOU immediately and without penalty.
- B. The School District shall be responsible for maintaining and providing all information and documentation necessary to apply for and administer said grant no later than two weeks prior to applicable deadline unless ~~circumstances beyond the District's control occur~~ the City timely fails to meet its obligations to apply for the grant referenced in Section A above.
- C. The School District shall provide the educational materials associated with the Grant funding.

D. Monies awarded through the grant shall be applied to the School District's share of the SRO's salary and benefits. The share of salaries and benefits of the City shall not exceed 50% after reduction of the School District's share due to a grant award.

E. Should monies need to be returned from the Grant for any reason, the School District shall be responsible for the return of funds.

# Memorandum of Understanding

## School Resource Officer

This Agreement is made, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **BAY VILLAGE CITY SCHOOL DISTRICT** (hereinafter “School District”), and the **CITY OF BAY VILLAGE** (hereinafter “City”) as follows:

### WITNESSETH:

**WHEREAS**, the City and School District desire to enter into an agreement for the hiring and use of a full-time School Resource Officer (hereinafter “SRO” or “full-time SRO”); and

**WHEREAS**, the School District and the City now desire to set forth in this Agreement (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the full-time SRO to be hired prior to the beginning of the 2020-2021 school year.

### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

#### **I. Purpose.**

This MOU establishes and delineates the mission of the School Resource Officer Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

#### **II. Mission.**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

#### **III. Goals of the SRO Program.**

SRO program goals include:

- A. To ensure a safe learning environment for all children and adults who enter the building.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

**Law Enforcement Role** – The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. The SRO may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** – The SRO should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### **V. Organizational Structure.**

A. Composition. The SRO Program will consist of full-time Bay Village Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Bay Village Police Department and by applicable laws including Ohio Revised Code 3313.951. The SRO shall be an employee of the City of Bay Village and shall be subject to all policies and procedures of the City of Bay Village, the Bay Village Police Department, and the policies and procedures of the School District. While it is understood that the SRO is a City employee under the control of the Police Department, the School District will provide input to the Chief of Police regarding any performance or accountability issues that arise with the SRO and will be informed by the Chief of Police of any such issues that arise with the SRO's performance with the Police Department. Any issues with the SRO or the SRO program shall be resolved through mutual cooperation between the Superintendent and the Chief of Police.

B. Officer Recruitment & Selection. The selection process of the SRO shall be performed by the Bay Village Police Department in consultation with the School District and the ultimate appointment process shall be completed by the Bay Village Police Department. The SRO shall be a departmental assignment within the Bay Village Police Department and assigned to the School District ~~during school days and any other days as needed.~~

General criteria for a SRO:

1. Experience as a police officer– SRO must have a minimum of five years’ experience as a police officer. The SRO shall have and maintain all required training, certifications and qualifications of the Bay Village Police Department.
2. Successful performance – The SRO should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Complaints against the SRO shall follow the normal complaint process of the Bay Village Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District’s Handbook.
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C. Training Requirements. Prior to entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code 3313.951 and that covers responsibilities or and limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SRO into a positive school environment.

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3. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO.
4. In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.
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B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the SRO is ordered by the City to leave the school during normal duty hours as described above and perform other services for the City, 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 City shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

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- B. To be an extension of the principal's office for assignments consistent with this Agreement.
- C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.
- D. To act as the designee of the school administrator to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
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- F. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- G. 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.
- H. To make appearances before the School Board, City Council, 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.
- I. The SRO will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the City or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the SRO.
- N. The SRO 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. The SRO will work closely and cooperatively with the Bay Family Services. Referrals will be made when necessary.

O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

Q. The SRO will provide community-wide crime prevention presentations.

R. The SRO will wear the department issued uniform and the required authorized equipment in accordance with department policy.

**IX. Transporting Students.**

A. The SRO shall not transport students in City vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.

B. 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 shall not transport students in their personal vehicles.

C. The SRO shall notify school personnel upon removing a student from campus.

**X. 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, and relevant Bay Village Police Department and School District 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 Bay Village Police Department or from other law enforcement agencies coming into contact with students from 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 Bay Village Police Department, which 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 Chief of Police.

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 law enforcement agencies, but will not be part of the student's school record.

G. Hearsay information or rumors will alone not be the basis for any formal action by Bay Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.

H. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Bay Village shall be relayed to the police department of jurisdiction.

I. When any felony occurs or any crime that prompts a Public Information Officer response from the School District or the City or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.

J. 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.

K. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

#### **XI. Role in Responding to Criminal Activity.**

One of the roles of the SRO, as a law enforcement officer is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO should perform his/her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

A. School staff will contact the SRO to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

B. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

C. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

#### **XII. Role in School Policy Violations.**

The SRO is not a school disciplinarian and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO 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 and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

#### **XIII. Data Collection.**

The SRO will submit a monthly activity report to the Superintendent, building principals, and the Chief of Police or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including teaching of State of Ohio approved education/prevention classes, meetings, presentations, incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

#### **XIV. Role in Locker, Vehicle, Personal, and Other Searches.**

The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act and the search is reasonable in its scope. The SRO will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- A. Strip searches of students by the SRO are prohibited.
- B. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

#### **XV. Limits on Interrogations and Arrests.**

A. **Interrogations** – The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

B. **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- 1. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
- 2. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- 3. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students. All use of force must conform with the law and the policies of the Bay Village Police Department.

#### **XVI. Role in Critical Incidents.**

The SRO will be familiar with the emergency operations manual of the School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

#### **XVII. Role in Truancy Issues.**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

#### **XVIII. School District Responsibilities.**

The School District shall provide the SRO and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students.
- F. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The opportunity to provide instruction to the students of curriculum from State of Ohio approved prevention/education programs.
- H. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- I. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies and laws.
- J. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- K. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- L. Provide training to teachers, administrators, staff and SRO about when to directly involve SRO with student misconduct and about available alternatives to arrest.

**XIX. Crisis Planning.**

Bay Village City School District and the City of Bay Village Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the School District should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Bay Village Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO should also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training.

**XX. Reviewing the MOU and SRO Program.**

Both the School District and the City will be involved in the evaluation process of the SRO program.

The assigned parties shall review the MOU/SRO Program annually and make adjustments as ~~needed~~ mutually agreed upon. Any revisions will be reflected in an updated MOU.

**XXI. Problem Resolution.**

Any difficulties or questions will be resolved by negotiation between the Superintendent of the Bay Village School District and the Chief of Police of the Bay Village Police Department or their designees.

**XXII. Miscellaneous.**

A. Insurance: The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City of Bay Village shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The limits shall not be less than one million dollars (\$1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.

B. All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees as well as the criminal records and background check applicable to Bay Village Police Department Police Officers.

C. All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.

D. Entire Agreement: This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

E. Notice: Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

City of Bay Village  
Chief Mark Spaetzel  
28000 Wolf Road  
Bay Village, Ohio 44140

Bay Village City School District  
Superintendent Jodie Hausmann  
377 Dover Center Road  
Bay Village, Ohio 44140

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

By: \_\_\_\_\_  
Jodie Hausmann  
Superintendent, Bay Village City School District

By: \_\_\_\_\_  
Paul Koomar  
Mayor, City of Bay Village

\_\_\_\_\_  
Mark Spaetzel  
Chief of Police, City of Bay Village

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Mark E. Barbour  
Law Director, City of Bay Village

By: \_\_\_\_\_  
Christine T. Cossler  
Legal Counsel, Bay Village City School District

## **Exhibit A**

### **I. Salary and Benefits.**

- A. The salary and benefits of the SRO shall be split between the School District, which shall be responsible for 70% of the salary and benefits, and the City which shall be responsible for 30% of the salary and benefits, with the exception of Exhibit A Section B. The rate of pay and benefits ~~that the SRO qualifies for~~ of the SRO shall be governed by the applicable City of Bay Village CBA, including overtime.
- B. Any overtime requested or required by either entity shall be the responsibility of the requesting or requiring entity, and subject to the applicable City of Bay Village CBA.
- C. Upon receipt of the monthly invoice from the City, the School District shall remit payment for its share of the salary and benefits to the City.
- D. Overtime incurred at the request of the School District shall be billed monthly.
- E. The SRO shall be a regular full time employee of the City of Bay Village subject to the applicable City of Bay Village CBA.
- F. The cost of any Worker's Compensation Claim of Injury filed by the SRO shall be charged back to the School District if the claim occurs while the SRO is performing duties related to the School District. If the claim occurs during travel between the City and the School District, the parties will share the cost of the claim 70% charged to the School District and 30% charged to the City.
- G. Cost of uniforms will be paid by the city and reimbursed 70% by the School District.
- H. Training required to maintain Peace Officer certification and compliance with Bay Village Police requirements shall be the financial responsibility of the City. Training required or encouraged by the School District shall be the financial responsibility of the School District.
- I. Any other costs and expenses attributable to the SRO not set forth herein shall be shared between the parties at the rate of 70% attributable to the School District and 30% to the City.

### **II. Drug Use Prevention Grant.**

- A. The City will apply for the Drug Use Prevention Grant (hereinafter "Grant") annually or more frequently if required by the Grant application process. The City further agrees that if it fails to timely apply for the Grant (provided that the School District has timely met its obligations in Section B below) each year (or sooner if required by the Grant application process), the School District may terminate this MOU and its obligations under the MOU immediately and without penalty.
- B. The School District shall be responsible for maintaining and providing all information and documentation necessary to apply for and administer said grant no later than two weeks prior to applicable deadline unless ~~circumstances beyond the District's control occur~~ the City timely fails to meet its obligations to apply for the grant referenced in Section A above.
- C. The School District shall provide the educational materials associated with the Grant funding.

D. Monies awarded through the grant shall be applied to the School District's share of the SRO's salary and benefits. The share of salaries and benefits of the City shall not exceed 50% after reduction of the School District's share due to a grant award.

E. Should monies need to be returned from the Grant for any reason, the School District shall be responsible for the return of funds.

# Memorandum of Understanding

## School Resource Officer

This Agreement is made, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **BAY VILLAGE CITY SCHOOL DISTRICT** (hereinafter “School District”), and the **CITY OF BAY VILLAGE** (hereinafter “City”) as follows:

### WITNESSETH:

**WHEREAS**, the City and School District desire to enter into an agreement for the hiring and use of a full-time School Resource Officer (hereinafter “SRO” or “full-time SRO”); and

**WHEREAS**, the School District and the City now desire to set forth in this Agreement (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the full-time SRO to be hired prior to the beginning of the 2020-2021 school year.

### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

#### **I. Purpose.**

This MOU establishes and delineates the mission of the School Resource Officer Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

#### **II. Mission.**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

#### **III. Goals of the SRO Program.**

SRO program goals include:

- A. To ensure a safe learning environment for all children and adults who enter the building.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

**Law Enforcement Role** – The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. The SRO may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** – The SRO should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### **V. Organizational Structure.**

A. Composition. The SRO Program will consist of full-time Bay Village Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Bay Village Police Department and by applicable laws including Ohio Revised Code 3313.951. The SRO shall be an employee of the City of Bay Village and shall be subject to all policies and procedures of the City of Bay Village, the Bay Village Police Department, and the policies and procedures of the School District. While it is understood that the SRO is a City employee under the control of the Police Department, the School District will provide input to the Chief of Police regarding any performance or accountability issues that arise with the SRO and will be informed by the Chief of Police of any such issues that arise with the SRO's performance with the Police Department. Any issues with the SRO or the SRO program shall be resolved through mutual cooperation between the Superintendent and the Chief of Police.

B. Officer Recruitment & Selection. The selection process of the SRO shall be performed by the Bay Village Police Department in consultation with the School District and the ultimate appointment process shall be completed by the Bay Village Police Department. The SRO shall be a departmental assignment within the Bay Village Police Department and assigned to the School District ~~during school days and any other days as needed.~~

General criteria for a SRO:

1. Experience as a police officer– SRO must have a minimum of five years’ experience as a police officer. The SRO shall have and maintain all required training, certifications and qualifications of the Bay Village Police Department.
2. Successful performance – The SRO should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Complaints against the SRO shall follow the normal complaint process of the Bay Village Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District’s Handbook.
3. College or degree coursework – The SRO is in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
4. Commitment to community and youth well-being. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff.

C. Training Requirements. Prior to entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code 3313.951 and that covers responsibilities or and limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SRO into a positive school environment.

D. Employment of the School Resource Officer.

1. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.
2. The SRO shall be subject to all personnel policies and practices of the City/Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO.
4. In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.
5. The full time SRO is subject to the terms and conditions of the City of Bay Village Collective Bargaining Agreement (CBA) which shall control.

## **VI. Daily Schedule and assignments.**

A SRO duty hours shall be determined by the Police Department working in cooperation with the School District. It is the intent of the parties that the SRO’s duty hours shall be 7:30 a.m. -3:30 p.m. on school days (i.e. days that students are in attendance) unless exigent circumstances exist. It is also understood that the SRO shall attend safety training and safety drills at the School District’s request on days that students are not in attendance up to a maximum of 16 hours per school year. Duties performed outside these hours shall be subject to the overtime provisions of the applicable City of Bay Village CBA.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the SRO is ordered by the City to leave the school during normal duty hours as described above and perform other services for the City, 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 City shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the City. The City will not be in a position to provide a substitute SRO.

**VII. Term of Agreement.**

This Agreement shall remain in effect for three years, commencing on \_\_\_\_\_, 2020 and terminating on \_\_\_\_\_, 2023. This agreement may be extended by mutual written agreement of the parties. The parties shall notify each other in writing of their intent to extend this agreement no later than December 31, 2022.

**VIII. Duties of School Resource Officer.**

The SRO's duties will include, but not be limited to, the following:

- A. The SRO is first and foremost a law enforcement officer.
- B. To be an extension of the principal's office for assignments consistent with this Agreement.
- C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.
- D. To act as the designee of the school administrator to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- E. To provide a classroom resource for education using approved materials including lesson plans prepared by the SRO where applicable.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- G. 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.
- H. To make appearances before the School Board, City Council, 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.
- I. The SRO will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the City or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the SRO.
- N. The SRO 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. The SRO will work closely and cooperatively with the Bay Family Services. Referrals will be made when necessary.

O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

Q. The SRO will provide community-wide crime prevention presentations.

R. The SRO will wear the department issued uniform and the required authorized equipment in accordance with department policy.

**IX. Transporting Students.**

A. The SRO shall not transport students in City vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.

B. 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 shall not transport students in their personal vehicles.

C. The SRO shall notify school personnel upon removing a student from campus.

**X. 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, and relevant Bay Village Police Department and School District 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 Bay Village Police Department or from other law enforcement agencies coming into contact with students from 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 Bay Village Police Department, which 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 Chief of Police.

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 law enforcement agencies, but will not be part of the student's school record.

G. Hearsay information or rumors will alone not be the basis for any formal action by Bay Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.

H. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Bay Village shall be relayed to the police department of jurisdiction.

I. When any felony occurs or any crime that prompts a Public Information Officer response from the School District or the City or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.

J. 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.

K. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

#### **XI. Role in Responding to Criminal Activity.**

One of the roles of the SRO, as a law enforcement officer is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO should perform his/her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

A. School staff will contact the SRO to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

B. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

C. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

#### **XII. Role in School Policy Violations.**

The SRO is not a school disciplinarian and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO 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 and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

#### **XIII. Data Collection.**

The SRO will submit a monthly activity report to the Superintendent, building principals, and the Chief of Police or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including teaching of State of Ohio approved education/prevention classes, meetings, presentations, incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

#### **XIV. Role in Locker, Vehicle, Personal, and Other Searches.**

The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act and the search is reasonable in its scope. The SRO will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- A. Strip searches of students by the SRO are prohibited.
- B. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

#### **XV. Limits on Interrogations and Arrests.**

A. **Interrogations** – The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

B. **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- 1. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
- 2. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- 3. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students. All use of force must conform with the law and the policies of the Bay Village Police Department.

#### **XVI. Role in Critical Incidents.**

The SRO will be familiar with the emergency operations manual of the School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

#### **XVII. Role in Truancy Issues.**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

#### **XVIII. School District Responsibilities.**

The School District shall provide the SRO and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students.
- F. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The opportunity to provide instruction to the students of curriculum from State of Ohio approved prevention/education programs.
- H. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- I. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies and laws.
- J. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- K. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- L. Provide training to teachers, administrators, staff and SRO about when to directly involve SRO with student misconduct and about available alternatives to arrest.

**XIX. Crisis Planning.**

Bay Village City School District and the City of Bay Village Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the School District should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Bay Village Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO should also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training.

**XX. Reviewing the MOU and SRO Program.**

Both the School District and the City will be involved in the evaluation process of the SRO program.

The assigned parties shall review the MOU/SRO Program annually and make adjustments as ~~needed~~ mutually agreed upon. Any revisions will be reflected in an updated MOU.

**XXI. Problem Resolution.**

Any difficulties or questions will be resolved by negotiation between the Superintendent of the Bay Village School District and the Chief of Police of the Bay Village Police Department or their designees.

**XXII. Miscellaneous.**

A. Insurance: The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City of Bay Village shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The limits shall not be less than one million dollars (\$1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.

B. All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees as well as the criminal records and background check applicable to Bay Village Police Department Police Officers.

C. All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.

D. Entire Agreement: This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

E. Notice: Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

City of Bay Village  
Chief Mark Spaetzel  
28000 Wolf Road  
Bay Village, Ohio 44140

Bay Village City School District  
Superintendent Jodie Hausmann  
377 Dover Center Road  
Bay Village, Ohio 44140

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

By: \_\_\_\_\_  
Jodie Hausmann  
Superintendent, Bay Village City School District

By: \_\_\_\_\_  
Paul Koomar  
Mayor, City of Bay Village

\_\_\_\_\_  
Mark Spaetzel  
Chief of Police, City of Bay Village

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Mark E. Barbour  
Law Director, City of Bay Village

By: \_\_\_\_\_  
Christine T. Cossler  
Legal Counsel, Bay Village City School District

## **Exhibit A**

### **I. Salary and Benefits.**

- A. The salary and benefits of the SRO shall be split between the School District, which shall be responsible for 70% of the salary and benefits, and the City which shall be responsible for 30% of the salary and benefits, with the exception of Exhibit A Section B. The rate of pay and benefits ~~that the SRO qualifies for~~ of the SRO shall be governed by the applicable City of Bay Village CBA, including overtime.
- B. Any overtime requested or required by either entity shall be the responsibility of the requesting or requiring entity, and subject to the applicable City of Bay Village CBA.
- C. Upon receipt of the monthly invoice from the City, the School District shall remit payment for its share of the salary and benefits to the City.
- D. Overtime incurred at the request of the School District shall be billed monthly.
- E. The SRO shall be a regular full time employee of the City of Bay Village subject to the applicable City of Bay Village CBA.
- F. The cost of any Worker's Compensation Claim of Injury filed by the SRO shall be charged back to the School District if the claim occurs while the SRO is performing duties related to the School District. If the claim occurs during travel between the City and the School District, the parties will share the cost of the claim 70% charged to the School District and 30% charged to the City.
- G. Cost of uniforms will be paid by the city and reimbursed 70% by the School District.
- H. Training required to maintain Peace Officer certification and compliance with Bay Village Police requirements shall be the financial responsibility of the City. Training required or encouraged by the School District shall be the financial responsibility of the School District.
- I. Any other costs and expenses attributable to the SRO not set forth herein shall be shared between the parties at the rate of 70% attributable to the School District and 30% to the City.

### **II. Drug Use Prevention Grant.**

- A. The City will apply for the Drug Use Prevention Grant (hereinafter "Grant") annually or more frequently if required by the Grant application process. The City further agrees that if it fails to timely apply for the Grant (provided that the School District has timely met its obligations in Section B below) each year (or sooner if required by the Grant application process), the School District may terminate this MOU and its obligations under the MOU immediately and without penalty.
- B. The School District shall be responsible for maintaining and providing all information and documentation necessary to apply for and administer said grant no later than two weeks prior to applicable deadline unless ~~circumstances beyond the District's control occur~~ the City timely fails to meet its obligations to apply for the grant referenced in Section A above.
- C. The School District shall provide the educational materials associated with the Grant funding.

D. Monies awarded through the grant shall be applied to the School District's share of the SRO's salary and benefits. The share of salaries and benefits of the City shall not exceed 50% after reduction of the School District's share due to a grant award.

E. Should monies need to be returned from the Grant for any reason, the School District shall be responsible for the return of funds.

# Memorandum of Understanding

## School Resource Officer

This Agreement is made, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **BAY VILLAGE CITY SCHOOL DISTRICT** (hereinafter “School District”), and the **CITY OF BAY VILLAGE** (hereinafter “City”) as follows:

### WITNESSETH:

**WHEREAS**, the City and School District desire to enter into an agreement for the hiring and use of a full-time School Resource Officer (hereinafter “SRO” or “full-time SRO”); and

**WHEREAS**, the School District and the City now desire to set forth in this Agreement (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the full-time SRO to be hired prior to the beginning of the 2020-2021 school year.

### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

#### **I. Purpose.**

This MOU establishes and delineates the mission of the School Resource Officer Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

#### **II. Mission.**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

#### **III. Goals of the SRO Program.**

SRO program goals include:

- A. To ensure a safe learning environment for all children and adults who enter the building.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

**Law Enforcement Role** – The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. The SRO may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** – The SRO should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### **V. Organizational Structure.**

A. Composition. The SRO Program will consist of full-time Bay Village Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Bay Village Police Department and by applicable laws including Ohio Revised Code 3313.951. The SRO shall be an employee of the City of Bay Village and shall be subject to all policies and procedures of the City of Bay Village, the Bay Village Police Department, and the policies and procedures of the School District. While it is understood that the SRO is a City employee under the control of the Police Department, the School District will provide input to the Chief of Police regarding any performance or accountability issues that arise with the SRO and will be informed by the Chief of Police of any such issues that arise with the SRO's performance with the Police Department. Any issues with the SRO or the SRO program shall be resolved through mutual cooperation between the Superintendent and the Chief of Police.

B. Officer Recruitment & Selection. The selection process of the SRO shall be performed by the Bay Village Police Department in consultation with the School District and the ultimate appointment process shall be completed by the Bay Village Police Department. The SRO shall be a departmental assignment within the Bay Village Police Department and assigned to the School District ~~during school days and any other days as needed.~~

General criteria for a SRO:

1. Experience as a police officer– SRO must have a minimum of five years’ experience as a police officer. The SRO shall have and maintain all required training, certifications and qualifications of the Bay Village Police Department.
2. Successful performance – The SRO should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Complaints against the SRO shall follow the normal complaint process of the Bay Village Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District’s Handbook.
3. College or degree coursework – The SRO is in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
4. Commitment to community and youth well-being. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff.

C. Training Requirements. Prior to entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code 3313.951 and that covers responsibilities or and limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SRO into a positive school environment.

D. Employment of the School Resource Officer.

1. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.
2. The SRO shall be subject to all personnel policies and practices of the City/Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO.
4. In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.
5. The full time SRO is subject to the terms and conditions of the City of Bay Village Collective Bargaining Agreement (CBA) which shall control.

## **VI. Daily Schedule and assignments.**

A SRO duty hours shall be determined by the Police Department working in cooperation with the School District. It is the intent of the parties that the SRO’s duty hours shall be 7:30 a.m. -3:30 p.m. on school days (i.e. days that students are in attendance) unless exigent circumstances exist. It is also understood that the SRO shall attend safety training and safety drills at the School District’s request on days that students are not in attendance up to a maximum of 16 hours per school year. Duties performed outside these hours shall be subject to the overtime provisions of the applicable City of Bay Village CBA.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the SRO is ordered by the City to leave the school during normal duty hours as described above and perform other services for the City, 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 City shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the City. The City will not be in a position to provide a substitute SRO.

**VII. Term of Agreement.**

This Agreement shall remain in effect for three years, commencing on \_\_\_\_\_, 2020 and terminating on \_\_\_\_\_, 2023. This agreement may be extended by mutual written agreement of the parties. The parties shall notify each other in writing of their intent to extend this agreement no later than December 31, 2022.

**VIII. Duties of School Resource Officer.**

The SRO's duties will include, but not be limited to, the following:

- A. The SRO is first and foremost a law enforcement officer.
- B. To be an extension of the principal's office for assignments consistent with this Agreement.
- C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.
- D. To act as the designee of the school administrator to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- E. To provide a classroom resource for education using approved materials including lesson plans prepared by the SRO where applicable.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- G. 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.
- H. To make appearances before the School Board, City Council, 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.
- I. The SRO will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the City or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the SRO.
- N. The SRO 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. The SRO will work closely and cooperatively with the Bay Family Services. Referrals will be made when necessary.

O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

Q. The SRO will provide community-wide crime prevention presentations.

R. The SRO will wear the department issued uniform and the required authorized equipment in accordance with department policy.

**IX. Transporting Students.**

A. The SRO shall not transport students in City vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.

B. 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 shall not transport students in their personal vehicles.

C. The SRO shall notify school personnel upon removing a student from campus.

**X. 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, and relevant Bay Village Police Department and School District 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 Bay Village Police Department or from other law enforcement agencies coming into contact with students from 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 Bay Village Police Department, which 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 Chief of Police.

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 law enforcement agencies, but will not be part of the student's school record.

G. Hearsay information or rumors will alone not be the basis for any formal action by Bay Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.

H. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Bay Village shall be relayed to the police department of jurisdiction.

I. When any felony occurs or any crime that prompts a Public Information Officer response from the School District or the City or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.

J. 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.

K. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

#### **XI. Role in Responding to Criminal Activity.**

One of the roles of the SRO, as a law enforcement officer is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO should perform his/her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

A. School staff will contact the SRO to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

B. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

C. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

#### **XII. Role in School Policy Violations.**

The SRO is not a school disciplinarian and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO 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 and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

#### **XIII. Data Collection.**

The SRO will submit a monthly activity report to the Superintendent, building principals, and the Chief of Police or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including teaching of State of Ohio approved education/prevention classes, meetings, presentations, incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

#### **XIV. Role in Locker, Vehicle, Personal, and Other Searches.**

The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act and the search is reasonable in its scope. The SRO will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- A. Strip searches of students by the SRO are prohibited.
- B. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

#### **XV. Limits on Interrogations and Arrests.**

A. **Interrogations** – The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

B. **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- 1. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
- 2. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- 3. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students. All use of force must conform with the law and the policies of the Bay Village Police Department.

#### **XVI. Role in Critical Incidents.**

The SRO will be familiar with the emergency operations manual of the School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

#### **XVII. Role in Truancy Issues.**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

#### **XVIII. School District Responsibilities.**

The School District shall provide the SRO and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students.
- F. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The opportunity to provide instruction to the students of curriculum from State of Ohio approved prevention/education programs.
- H. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- I. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies and laws.
- J. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- K. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- L. Provide training to teachers, administrators, staff and SRO about when to directly involve SRO with student misconduct and about available alternatives to arrest.

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Bay Village City School District and the City of Bay Village Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the School District should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Bay Village Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO should also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training.

**XX. Reviewing the MOU and SRO Program.**

Both the School District and the City will be involved in the evaluation process of the SRO program.

The assigned parties shall review the MOU/SRO Program annually and make adjustments as ~~needed~~ mutually agreed upon. Any revisions will be reflected in an updated MOU.

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Any difficulties or questions will be resolved by negotiation between the Superintendent of the Bay Village School District and the Chief of Police of the Bay Village Police Department or their designees.

**XXII. Miscellaneous.**

A. Insurance: The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City of Bay Village shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The limits shall not be less than one million dollars (\$1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.

B. All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees as well as the criminal records and background check applicable to Bay Village Police Department Police Officers.

C. All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.

D. Entire Agreement: This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

E. Notice: Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

City of Bay Village  
Chief Mark Spaetzel  
28000 Wolf Road  
Bay Village, Ohio 44140

Bay Village City School District  
Superintendent Jodie Hausmann  
377 Dover Center Road  
Bay Village, Ohio 44140

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

By: \_\_\_\_\_  
Jodie Hausmann  
Superintendent, Bay Village City School District

By: \_\_\_\_\_  
Paul Koomar  
Mayor, City of Bay Village

\_\_\_\_\_  
Mark Spaetzel  
Chief of Police, City of Bay Village

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Mark E. Barbour  
Law Director, City of Bay Village

By: \_\_\_\_\_  
Christine T. Cossler  
Legal Counsel, Bay Village City School District

## **Exhibit A**

### **I. Salary and Benefits.**

- A. The salary and benefits of the SRO shall be split between the School District, which shall be responsible for 70% of the salary and benefits, and the City which shall be responsible for 30% of the salary and benefits, with the exception of Exhibit A Section B. The rate of pay and benefits ~~that the SRO qualifies for~~ of the SRO shall be governed by the applicable City of Bay Village CBA, including overtime.
- B. Any overtime requested or required by either entity shall be the responsibility of the requesting or requiring entity, and subject to the applicable City of Bay Village CBA.
- C. Upon receipt of the monthly invoice from the City, the School District shall remit payment for its share of the salary and benefits to the City.
- D. Overtime incurred at the request of the School District shall be billed monthly.
- E. The SRO shall be a regular full time employee of the City of Bay Village subject to the applicable City of Bay Village CBA.
- F. The cost of any Worker's Compensation Claim of Injury filed by the SRO shall be charged back to the School District if the claim occurs while the SRO is performing duties related to the School District. If the claim occurs during travel between the City and the School District, the parties will share the cost of the claim 70% charged to the School District and 30% charged to the City.
- G. Cost of uniforms will be paid by the city and reimbursed 70% by the School District.
- H. Training required to maintain Peace Officer certification and compliance with Bay Village Police requirements shall be the financial responsibility of the City. Training required or encouraged by the School District shall be the financial responsibility of the School District.
- I. Any other costs and expenses attributable to the SRO not set forth herein shall be shared between the parties at the rate of 70% attributable to the School District and 30% to the City.

### **II. Drug Use Prevention Grant.**

- A. The City will apply for the Drug Use Prevention Grant (hereinafter "Grant") annually or more frequently if required by the Grant application process. The City further agrees that if it fails to timely apply for the Grant (provided that the School District has timely met its obligations in Section B below) each year (or sooner if required by the Grant application process), the School District may terminate this MOU and its obligations under the MOU immediately and without penalty.
- B. The School District shall be responsible for maintaining and providing all information and documentation necessary to apply for and administer said grant no later than two weeks prior to applicable deadline unless ~~circumstances beyond the District's control occur~~ the City timely fails to meet its obligations to apply for the grant referenced in Section A above.
- C. The School District shall provide the educational materials associated with the Grant funding.

D. Monies awarded through the grant shall be applied to the School District's share of the SRO's salary and benefits. The share of salaries and benefits of the City shall not exceed 50% after reduction of the School District's share due to a grant award.

E. Should monies need to be returned from the Grant for any reason, the School District shall be responsible for the return of funds.

# Memorandum of Understanding

## School Resource Officer

This Agreement is made, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **BAY VILLAGE CITY SCHOOL DISTRICT** (hereinafter “School District”), and the **CITY OF BAY VILLAGE** (hereinafter “City”) as follows:

### WITNESSETH:

**WHEREAS**, the City and School District desire to enter into an agreement for the hiring and use of a full-time School Resource Officer (hereinafter “SRO” or “full-time SRO”); and

**WHEREAS**, the School District and the City now desire to set forth in this Agreement (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the full-time SRO to be hired prior to the beginning of the 2020-2021 school year.

### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

#### **I. Purpose.**

This MOU establishes and delineates the mission of the School Resource Officer Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

#### **II. Mission.**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

#### **III. Goals of the SRO Program.**

SRO program goals include:

- A. To ensure a safe learning environment for all children and adults who enter the building.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

**Law Enforcement Role** – The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. The SRO may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** – The SRO should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### **V. Organizational Structure.**

A. Composition. The SRO Program will consist of full-time Bay Village Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Bay Village Police Department and by applicable laws including Ohio Revised Code 3313.951. The SRO shall be an employee of the City of Bay Village and shall be subject to all policies and procedures of the City of Bay Village, the Bay Village Police Department, and the policies and procedures of the School District. While it is understood that the SRO is a City employee under the control of the Police Department, the School District will provide input to the Chief of Police regarding any performance or accountability issues that arise with the SRO and will be informed by the Chief of Police of any such issues that arise with the SRO's performance with the Police Department. Any issues with the SRO or the SRO program shall be resolved through mutual cooperation between the Superintendent and the Chief of Police.

B. Officer Recruitment & Selection. The selection process of the SRO shall be performed by the Bay Village Police Department in consultation with the School District and the ultimate appointment process shall be completed by the Bay Village Police Department. The SRO shall be a departmental assignment within the Bay Village Police Department and assigned to the School District ~~during school days and any other days as needed.~~

General criteria for a SRO:

1. Experience as a police officer– SRO must have a minimum of five years’ experience as a police officer. The SRO shall have and maintain all required training, certifications and qualifications of the Bay Village Police Department.
2. Successful performance – The SRO should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Complaints against the SRO shall follow the normal complaint process of the Bay Village Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District’s Handbook.
3. College or degree coursework – The SRO is in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
4. Commitment to community and youth well-being. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff.

C. Training Requirements. Prior to entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code 3313.951 and that covers responsibilities or and limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SRO into a positive school environment.

D. Employment of the School Resource Officer.

1. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.
2. The SRO shall be subject to all personnel policies and practices of the City/Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO.
4. In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.
5. The full time SRO is subject to the terms and conditions of the City of Bay Village Collective Bargaining Agreement (CBA) which shall control.

## **VI. Daily Schedule and assignments.**

A SRO duty hours shall be determined by the Police Department working in cooperation with the School District. It is the intent of the parties that the SRO’s duty hours shall be 7:30 a.m. -3:30 p.m. on school days (i.e. days that students are in attendance) unless exigent circumstances exist. It is also understood that the SRO shall attend safety training and safety drills at the School District’s request on days that students are not in attendance up to a maximum of 16 hours per school year. Duties performed outside these hours shall be subject to the overtime provisions of the applicable City of Bay Village CBA.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the SRO is ordered by the City to leave the school during normal duty hours as described above and perform other services for the City, 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 City shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the City. The City will not be in a position to provide a substitute SRO.

**VII. Term of Agreement.**

This Agreement shall remain in effect for three years, commencing on \_\_\_\_\_, 2020 and terminating on \_\_\_\_\_, 2023. This agreement may be extended by mutual written agreement of the parties. The parties shall notify each other in writing of their intent to extend this agreement no later than December 31, 2022.

**VIII. Duties of School Resource Officer.**

The SRO's duties will include, but not be limited to, the following:

- A. The SRO is first and foremost a law enforcement officer.
- B. To be an extension of the principal's office for assignments consistent with this Agreement.
- C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.
- D. To act as the designee of the school administrator to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- E. To provide a classroom resource for education using approved materials including lesson plans prepared by the SRO where applicable.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- G. 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.
- H. To make appearances before the School Board, City Council, 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.
- I. The SRO will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the City or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the SRO.
- N. The SRO 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. The SRO will work closely and cooperatively with the Bay Family Services. Referrals will be made when necessary.

- O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- Q. The SRO will provide community-wide crime prevention presentations.
- R. The SRO will wear the department issued uniform and the required authorized equipment in accordance with department policy.

**IX. Transporting Students.**

- A. The SRO shall not transport students in City vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.
- B. 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 shall not transport students in their personal vehicles.
- C. The SRO shall notify school personnel upon removing a student from campus.

**X. 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, and relevant Bay Village Police Department and School District 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 Bay Village Police Department or from other law enforcement agencies coming into contact with students from 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 Bay Village Police Department, which 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 Chief of Police.
- 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 law enforcement agencies, but will not be part of the student's school record.
- G. Hearsay information or rumors will alone not be the basis for any formal action by Bay Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.
- H. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Bay Village shall be relayed to the police department of jurisdiction.

I. When any felony occurs or any crime that prompts a Public Information Officer response from the School District or the City or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.

J. 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.

K. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

#### **XI. Role in Responding to Criminal Activity.**

One of the roles of the SRO, as a law enforcement officer is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO should perform his/her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

A. School staff will contact the SRO to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

B. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

C. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

#### **XII. Role in School Policy Violations.**

The SRO is not a school disciplinarian and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO 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 and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

#### **XIII. Data Collection.**

The SRO will submit a monthly activity report to the Superintendent, building principals, and the Chief of Police or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including teaching of State of Ohio approved education/prevention classes, meetings, presentations, incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

#### **XIV. Role in Locker, Vehicle, Personal, and Other Searches.**

The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act and the search is reasonable in its scope. The SRO will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- A. Strip searches of students by the SRO are prohibited.
- B. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

#### **XV. Limits on Interrogations and Arrests.**

A. **Interrogations** – The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

B. **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- 1. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
- 2. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- 3. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students. All use of force must conform with the law and the policies of the Bay Village Police Department.

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The SRO will be familiar with the emergency operations manual of the School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

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Bay Village, Ohio 44140

Bay Village City School District  
Superintendent Jodie Hausmann  
377 Dover Center Road  
Bay Village, Ohio 44140

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By: \_\_\_\_\_  
Jodie Hausmann  
Superintendent, Bay Village City School District

By: \_\_\_\_\_  
Paul Koomar  
Mayor, City of Bay Village

\_\_\_\_\_  
Mark Spaetzel  
Chief of Police, City of Bay Village

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Mark E. Barbour  
Law Director, City of Bay Village

By: \_\_\_\_\_  
Christine T. Cossler  
Legal Counsel, Bay Village City School District

## Exhibit A

### I. Salary and Benefits.

- A. The salary and benefits of the SRO shall be split between the School District, which shall be responsible for 70% of the salary and benefits, and the City which shall be responsible for 30% of the salary and benefits, with the exception of Exhibit A Section B. The rate of pay and benefits ~~that the SRO qualifies for~~ of the SRO shall be governed by the applicable City of Bay Village CBA, including overtime.
- B. Any overtime requested or required by either entity shall be the responsibility of the requesting or requiring entity, and subject to the applicable City of Bay Village CBA.
- C. Upon receipt of the monthly invoice from the City, the School District shall remit payment for its share of the salary and benefits to the City.
- D. Overtime incurred at the request of the School District shall be billed monthly.
- E. The SRO shall be a regular full time employee of the City of Bay Village subject to the applicable City of Bay Village CBA.
- F. The cost of any Worker's Compensation Claim of Injury filed by the SRO shall be charged back to the School District if the claim occurs while the SRO is performing duties related to the School District. If the claim occurs during travel between the City and the School District, the parties will share the cost of the claim 70% charged to the School District and 30% charged to the City.
- G. Cost of uniforms will be paid by the city and reimbursed 70% by the School District.
- H. Training required to maintain Peace Officer certification and compliance with Bay Village Police requirements shall be the financial responsibility of the City. Training required or encouraged by the School District shall be the financial responsibility of the School District.
- I. Any other costs and expenses attributable to the SRO not set forth herein shall be shared between the parties at the rate of 70% attributable to the School District and 30% to the City.

### II. Drug Use Prevention Grant.

- A. The City will apply for the Drug Use Prevention Grant (hereinafter "Grant") annually or more frequently if required by the Grant application process. The City further agrees that if it fails to timely apply for the Grant (provided that the School District has timely met its obligations in Section B below) each year (or sooner if required by the Grant application process), the School District may terminate this MOU and its obligations under the MOU immediately and without penalty.
- B. The School District shall be responsible for maintaining and providing all information and documentation necessary to apply for and administer said grant no later than two weeks prior to applicable deadline unless ~~circumstances beyond the District's control occur~~ the City timely fails to meet its obligations to apply for the grant referenced in Section A above.
- C. The School District shall provide the educational materials associated with the Grant funding.

D. Monies awarded through the grant shall be applied to the School District's share of the SRO's salary and benefits. The share of salaries and benefits of the City shall not exceed 50% after reduction of the School District's share due to a grant award.

E. Should monies need to be returned from the Grant for any reason, the School District shall be responsible for the return of funds.

# Memorandum of Understanding School Resource Officer

This Agreement is made, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **BAY VILLAGE CITY SCHOOL DISTRICT** (hereinafter “School District”), and the **CITY OF BAY VILLAGE** (hereinafter “City”) as follows:

## WITNESSETH:

**WHEREAS**, the City and School District desire to enter into an agreement for the hiring and use of a full-time School Resource Officer (hereinafter “SRO” or “full-time SRO”); and

**WHEREAS**, the School District and the City now desire to set forth in this Agreement (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the full-time SRO to be hired prior to the beginning of the 2020-2021 school year.

## **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

### **I. Purpose.**

This MOU establishes and delineates the mission of the School Resource Officer Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

### **II. Mission.**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

### **III. Goals of the SRO Program.**

SRO program goals include:

- A. To ensure a safe learning environment for all children and adults who enter the building.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

**Law Enforcement Role** – The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. The SRO may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** – The SRO should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### **V. Organizational Structure.**

A. Composition. The SRO Program will consist of full-time Bay Village Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Bay Village Police Department and by applicable laws including Ohio Revised Code 3313.951. The SRO shall be an employee of the City of Bay Village and shall be subject to all policies and procedures of the City of Bay Village, the Bay Village Police Department, and the policies and procedures of the School District. While it is understood that the SRO is a City employee under the control of the Police Department, the School District will provide input to the Chief of Police regarding any performance or accountability issues that arise with the SRO and will be informed by the Chief of Police of any such issues that arise with the SRO's performance with the Police Department. Any issues with the SRO or the SRO program shall be resolved through mutual cooperation between the Superintendent and the Chief of Police.

B. Officer Recruitment & Selection. The selection process of the SRO shall be performed by the Bay Village Police Department in consultation with the School District and the ultimate appointment process shall be completed by the Bay Village Police Department. The SRO shall be a departmental assignment within the Bay Village Police Department and assigned to the School District ~~during school days and any other days as needed.~~

General criteria for a SRO:

1. Experience as a police officer– SRO must have a minimum of five years’ experience as a police officer. The SRO shall have and maintain all required training, certifications and qualifications of the Bay Village Police Department.
2. Successful performance – The SRO should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Complaints against the SRO shall follow the normal complaint process of the Bay Village Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District’s Handbook.
3. College or degree coursework – The SRO is in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
4. Commitment to community and youth well-being. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff.

C. Training Requirements. Prior to entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code 3313.951 and that covers responsibilities or and limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SRO into a positive school environment.

D. Employment of the School Resource Officer.

1. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.
2. The SRO shall be subject to all personnel policies and practices of the City/Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO.
4. In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.
5. The full time SRO is subject to the terms and conditions of the City of Bay Village Collective Bargaining Agreement (CBA) which shall control.

## **VI. Daily Schedule and assignments.**

A SRO duty hours shall be determined by the Police Department working in cooperation with the School District. It is the intent of the parties that the SRO’s duty hours shall be 7:30 a.m. -3:30 p.m. on school days (i.e. days that students are in attendance) unless exigent circumstances exist. It is also understood that the SRO shall attend safety training and safety drills at the School District’s request on days that students are not in attendance up to a maximum of 16 hours per school year. Duties performed outside these hours shall be subject to the overtime provisions of the applicable City of Bay Village CBA.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the SRO is ordered by the City to leave the school during normal duty hours as described above and perform other services for the City, 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 City shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the City. The City will not be in a position to provide a substitute SRO.

**VII. Term of Agreement.**

This Agreement shall remain in effect for three years, commencing on \_\_\_\_\_, 2020 and terminating on \_\_\_\_\_, 2023. This agreement may be extended by mutual written agreement of the parties. The parties shall notify each other in writing of their intent to extend this agreement no later than December 31, 2022.

**VIII. Duties of School Resource Officer.**

The SRO's duties will include, but not be limited to, the following:

- A. The SRO is first and foremost a law enforcement officer.
- B. To be an extension of the principal's office for assignments consistent with this Agreement.
- C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.
- D. To act as the designee of the school administrator to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- E. To provide a classroom resource for education using approved materials including lesson plans prepared by the SRO where applicable.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- G. 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.
- H. To make appearances before the School Board, City Council, 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.
- I. The SRO will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the City or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the SRO.
- N. The SRO 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. The SRO will work closely and cooperatively with the Bay Family Services. Referrals will be made when necessary.

- O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- Q. The SRO will provide community-wide crime prevention presentations.
- R. The SRO will wear the department issued uniform and the required authorized equipment in accordance with department policy.

**IX. Transporting Students.**

- A. The SRO shall not transport students in City vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.
- B. 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 shall not transport students in their personal vehicles.
- C. The SRO shall notify school personnel upon removing a student from campus.

**X. 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, and relevant Bay Village Police Department and School District 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 Bay Village Police Department or from other law enforcement agencies coming into contact with students from 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 Bay Village Police Department, which 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 Chief of Police.
- 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 law enforcement agencies, but will not be part of the student's school record.
- G. Hearsay information or rumors will alone not be the basis for any formal action by Bay Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.
- H. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Bay Village shall be relayed to the police department of jurisdiction.

I. When any felony occurs or any crime that prompts a Public Information Officer response from the School District or the City or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.

J. 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.

K. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

#### **XI. Role in Responding to Criminal Activity.**

One of the roles of the SRO, as a law enforcement officer is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO should perform his/her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

A. School staff will contact the SRO to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

B. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

C. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

#### **XII. Role in School Policy Violations.**

The SRO is not a school disciplinarian and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO 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 and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

#### **XIII. Data Collection.**

The SRO will submit a monthly activity report to the Superintendent, building principals, and the Chief of Police or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including teaching of State of Ohio approved education/prevention classes, meetings, presentations, incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

#### **XIV. Role in Locker, Vehicle, Personal, and Other Searches.**

The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act and the search is reasonable in its scope. The SRO will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- A. Strip searches of students by the SRO are prohibited.
- B. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

#### **XV. Limits on Interrogations and Arrests.**

A. **Interrogations** – The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

B. **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- 1. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
- 2. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- 3. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students. All use of force must conform with the law and the policies of the Bay Village Police Department.

#### **XVI. Role in Critical Incidents.**

The SRO will be familiar with the emergency operations manual of the School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

#### **XVII. Role in Truancy Issues.**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

#### **XVIII. School District Responsibilities.**

The School District shall provide the SRO and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students.
- F. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The opportunity to provide instruction to the students of curriculum from State of Ohio approved prevention/education programs.
- H. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- I. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies and laws.
- J. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- K. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- L. Provide training to teachers, administrators, staff and SRO about when to directly involve SRO with student misconduct and about available alternatives to arrest.

**XIX. Crisis Planning.**

Bay Village City School District and the City of Bay Village Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the School District should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Bay Village Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO should also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training.

**XX. Reviewing the MOU and SRO Program.**

Both the School District and the City will be involved in the evaluation process of the SRO program.

The assigned parties shall review the MOU/SRO Program annually and make adjustments as ~~needed~~ mutually agreed upon. Any revisions will be reflected in an updated MOU.

**XXI. Problem Resolution.**

Any difficulties or questions will be resolved by negotiation between the Superintendent of the Bay Village School District and the Chief of Police of the Bay Village Police Department or their designees.

**XXII. Miscellaneous.**

A. Insurance: The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City of Bay Village shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The limits shall not be less than one million dollars (\$1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.

B. All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees as well as the criminal records and background check applicable to Bay Village Police Department Police Officers.

C. All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.

D. Entire Agreement: This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

E. Notice: Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

City of Bay Village  
Chief Mark Spaetzel  
28000 Wolf Road  
Bay Village, Ohio 44140

Bay Village City School District  
Superintendent Jodie Hausmann  
377 Dover Center Road  
Bay Village, Ohio 44140

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

By: \_\_\_\_\_  
Jodie Hausmann  
Superintendent, Bay Village City School District

By: \_\_\_\_\_  
Paul Koomar  
Mayor, City of Bay Village

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# Memorandum of Understanding

## School Resource Officer

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**WHEREAS**, the School District and the City now desire to set forth in this Agreement (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the full-time SRO to be hired prior to the beginning of the 2020-2021 school year.

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This MOU establishes and delineates the mission of the School Resource Officer Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

#### **II. Mission.**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

#### **III. Goals of the SRO Program.**

SRO program goals include:

- A. To ensure a safe learning environment for all children and adults who enter the building.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

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Page 1 of 11

Memorandum of Understanding - School Resource Officer

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- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

**Law Enforcement Role** – The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. The SRO may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** – The SRO should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### **V. Organizational Structure.**

A. Composition. The SRO Program will consist of full-time Bay Village Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Bay Village Police Department and by applicable laws including Ohio Revised Code 3313.951. The SRO shall be an employee of the City of Bay Village and shall be subject to all policies and procedures of the City of Bay Village, the Bay Village Police Department, and the policies and procedures of the School District. While it is understood that the SRO is a City employee under the control of the Police Department, the School District will provide input to the Chief of Police regarding any performance or accountability issues that arise with the SRO and will be informed by the Chief of Police of any such issues that arise with the SRO's performance with the Police Department. Any issues with the SRO or the SRO program shall be resolved through mutual cooperation between the Superintendent and the Chief of Police.

B. Officer Recruitment & Selection. The selection process of the SRO shall be performed by the Bay Village Police Department in consultation with the School District and the ultimate appointment process shall be completed by the Bay Village Police Department. The SRO shall be a departmental assignment within the Bay Village Police Department and assigned to the School District ~~during school days and any other days as needed.~~

General criteria for a SRO:

1. Experience as a police officer– SRO must have a minimum of five years’ experience as a police officer. The SRO shall have and maintain all required training, certifications and qualifications of the Bay Village Police Department.
2. Successful performance – The SRO should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Complaints against the SRO shall follow the normal complaint process of the Bay Village Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District’s Handbook.
3. College or degree coursework – The SRO is in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
4. Commitment to community and youth well-being. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff.

C. Training Requirements. Prior to entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code 3313.951 and that covers responsibilities or and limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SRO into a positive school environment.

D. Employment of the School Resource Officer.

1. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.
2. The SRO shall be subject to all personnel policies and practices of the City/Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO.
4. In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.
5. The full time SRO is subject to the terms and conditions of the City of Bay Village Collective Bargaining Agreement (CBA) which shall control.

## **VI. Daily Schedule and assignments.**

A SRO duty hours shall be determined by the Police Department working in cooperation with the School District. It is the intent of the parties that the SRO’s duty hours shall be 7:30 a.m. -3:30 p.m. on school days (i.e. days that students are in attendance) unless exigent circumstances exist. It is also understood that the SRO shall attend safety training and safety drills at the School District’s request on days that students are not in attendance up to a maximum of 16 hours per school year. Duties performed outside these hours shall be subject to the overtime provisions of the applicable City of Bay Village CBA.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the SRO is ordered by the City to leave the school during normal duty hours as described above and perform other services for the City, 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 City shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the City. The City will not be in a position to provide a substitute SRO.

**VII. Term of Agreement.**

This Agreement shall remain in effect for three years, commencing on \_\_\_\_\_, 2020 and terminating on \_\_\_\_\_, 2023. This agreement may be extended by mutual written agreement of the parties. The parties shall notify each other in writing of their intent to extend this agreement no later than December 31, 2022.

**VIII. Duties of School Resource Officer.**

The SRO's duties will include, but not be limited to, the following:

- A. The SRO is first and foremost a law enforcement officer.
- B. To be an extension of the principal's office for assignments consistent with this Agreement.
- C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.
- D. To act as the designee of the school administrator to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- E. To provide a classroom resource for education using approved materials including lesson plans prepared by the SRO where applicable.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- G. 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.
- H. To make appearances before the School Board, City Council, 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.
- I. The SRO will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the City or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the SRO.
- N. The SRO 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. The SRO will work closely and cooperatively with the Bay Family Services. Referrals will be made when necessary.

O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

Q. The SRO will provide community-wide crime prevention presentations.

R. The SRO will wear the department issued uniform and the required authorized equipment in accordance with department policy.

**IX. Transporting Students.**

A. The SRO shall not transport students in City vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.

B. 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 shall not transport students in their personal vehicles.

C. The SRO shall notify school personnel upon removing a student from campus.

**X. 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, and relevant Bay Village Police Department and School District 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 Bay Village Police Department or from other law enforcement agencies coming into contact with students from 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 Bay Village Police Department, which 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 Chief of Police.

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 law enforcement agencies, but will not be part of the student's school record.

G. Hearsay information or rumors will alone not be the basis for any formal action by Bay Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.

H. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Bay Village shall be relayed to the police department of jurisdiction.

I. When any felony occurs or any crime that prompts a Public Information Officer response from the School District or the City or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.

J. 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.

K. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

#### **XI. Role in Responding to Criminal Activity.**

One of the roles of the SRO, as a law enforcement officer is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO should perform his/her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

A. School staff will contact the SRO to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

B. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

C. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

#### **XII. Role in School Policy Violations.**

The SRO is not a school disciplinarian and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO 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 and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

#### **XIII. Data Collection.**

The SRO will submit a monthly activity report to the Superintendent, building principals, and the Chief of Police or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including teaching of State of Ohio approved education/prevention classes, meetings, presentations, incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

#### **XIV. Role in Locker, Vehicle, Personal, and Other Searches.**

The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act and the search is reasonable in its scope. The SRO will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- A. Strip searches of students by the SRO are prohibited.
- B. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

#### **XV. Limits on Interrogations and Arrests.**

A. **Interrogations** – The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

B. **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- 1. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
- 2. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- 3. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students. All use of force must conform with the law and the policies of the Bay Village Police Department.

#### **XVI. Role in Critical Incidents.**

The SRO will be familiar with the emergency operations manual of the School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

#### **XVII. Role in Truancy Issues.**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

#### **XVIII. School District Responsibilities.**

The School District shall provide the SRO and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students.
- F. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The opportunity to provide instruction to the students of curriculum from State of Ohio approved prevention/education programs.
- H. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- I. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies and laws.
- J. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- K. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- L. Provide training to teachers, administrators, staff and SRO about when to directly involve SRO with student misconduct and about available alternatives to arrest.

**XIX. Crisis Planning.**

Bay Village City School District and the City of Bay Village Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the School District should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Bay Village Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO should also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training.

**XX. Reviewing the MOU and SRO Program.**

Both the School District and the City will be involved in the evaluation process of the SRO program.

The assigned parties shall review the MOU/SRO Program annually and make adjustments as ~~needed~~ mutually agreed upon. Any revisions will be reflected in an updated MOU.

**XXI. Problem Resolution.**

Any difficulties or questions will be resolved by negotiation between the Superintendent of the Bay Village School District and the Chief of Police of the Bay Village Police Department or their designees.

**XXII. Miscellaneous.**

A. Insurance: The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City of Bay Village shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The limits shall not be less than one million dollars (\$1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.

B. All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees as well as the criminal records and background check applicable to Bay Village Police Department Police Officers.

C. All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.

D. Entire Agreement: This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

E. Notice: Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

City of Bay Village  
Chief Mark Spaetzel  
28000 Wolf Road  
Bay Village, Ohio 44140

Bay Village City School District  
Superintendent Jodie Hausmann  
377 Dover Center Road  
Bay Village, Ohio 44140

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

By: \_\_\_\_\_  
Jodie Hausmann  
Superintendent, Bay Village City School District

By: \_\_\_\_\_  
Paul Koomar  
Mayor, City of Bay Village

\_\_\_\_\_  
Mark Spaetzel  
Chief of Police, City of Bay Village

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Mark E. Barbour  
Law Director, City of Bay Village

By: \_\_\_\_\_  
Christine T. Cossler  
Legal Counsel, Bay Village City School District

## **Exhibit A**

### **I. Salary and Benefits.**

- A. The salary and benefits of the SRO shall be split between the School District, which shall be responsible for 70% of the salary and benefits, and the City which shall be responsible for 30% of the salary and benefits, with the exception of Exhibit A Section B. The rate of pay and benefits ~~that the SRO qualifies for~~ of the SRO shall be governed by the applicable City of Bay Village CBA, including overtime.
- B. Any overtime requested or required by either entity shall be the responsibility of the requesting or requiring entity, and subject to the applicable City of Bay Village CBA.
- C. Upon receipt of the monthly invoice from the City, the School District shall remit payment for its share of the salary and benefits to the City.
- D. Overtime incurred at the request of the School District shall be billed monthly.
- E. The SRO shall be a regular full time employee of the City of Bay Village subject to the applicable City of Bay Village CBA.
- F. The cost of any Worker's Compensation Claim of Injury filed by the SRO shall be charged back to the School District if the claim occurs while the SRO is performing duties related to the School District. If the claim occurs during travel between the City and the School District, the parties will share the cost of the claim 70% charged to the School District and 30% charged to the City.
- G. Cost of uniforms will be paid by the city and reimbursed 70% by the School District.
- H. Training required to maintain Peace Officer certification and compliance with Bay Village Police requirements shall be the financial responsibility of the City. Training required or encouraged by the School District shall be the financial responsibility of the School District.
- I. Any other costs and expenses attributable to the SRO not set forth herein shall be shared between the parties at the rate of 70% attributable to the School District and 30% to the City.

### **II. Drug Use Prevention Grant.**

- A. The City will apply for the Drug Use Prevention Grant (hereinafter "Grant") annually or more frequently if required by the Grant application process. The City further agrees that if it fails to timely apply for the Grant (provided that the School District has timely met its obligations in Section B below) each year (or sooner if required by the Grant application process), the School District may terminate this MOU and its obligations under the MOU immediately and without penalty.
- B. The School District shall be responsible for maintaining and providing all information and documentation necessary to apply for and administer said grant no later than two weeks prior to applicable deadline unless ~~circumstances beyond the District's control occur~~ the City timely fails to meet its obligations to apply for the grant referenced in Section A above.
- C. The School District shall provide the educational materials associated with the Grant funding.

D. Monies awarded through the grant shall be applied to the School District's share of the SRO's salary and benefits. The share of salaries and benefits of the City shall not exceed 50% after reduction of the School District's share due to a grant award.

E. Should monies need to be returned from the Grant for any reason, the School District shall be responsible for the return of funds.

# Memorandum of Understanding

## School Resource Officer

This Agreement is made, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **BAY VILLAGE CITY SCHOOL DISTRICT** (hereinafter “School District”), and the **CITY OF BAY VILLAGE** (hereinafter “City”) as follows:

### WITNESSETH:

**WHEREAS**, the City and School District desire to enter into an agreement for the hiring and use of a full-time School Resource Officer (hereinafter “SRO” or “full-time SRO”); and

**WHEREAS**, the School District and the City now desire to set forth in this Agreement (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the full-time SRO to be hired prior to the beginning of the 2020-2021 school year.

### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

#### **I. Purpose.**

This MOU establishes and delineates the mission of the School Resource Officer Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

#### **II. Mission.**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

#### **III. Goals of the SRO Program.**

SRO program goals include:

- A. To ensure a safe learning environment for all children and adults who enter the building.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

**Law Enforcement Role** – The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

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**Education** – The SRO should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

#### **IV. Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### **V. Organizational Structure.**

A. Composition. The SRO Program will consist of full-time Bay Village Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Bay Village Police Department and by applicable laws including Ohio Revised Code 3313.951. The SRO shall be an employee of the City of Bay Village and shall be subject to all policies and procedures of the City of Bay Village, the Bay Village Police Department, and the policies and procedures of the School District. While it is understood that the SRO is a City employee under the control of the Police Department, the School District will provide input to the Chief of Police regarding any performance or accountability issues that arise with the SRO and will be informed by the Chief of Police of any such issues that arise with the SRO's performance with the Police Department. Any issues with the SRO or the SRO program shall be resolved through mutual cooperation between the Superintendent and the Chief of Police.

B. Officer Recruitment & Selection. The selection process of the SRO shall be performed by the Bay Village Police Department in consultation with the School District and the ultimate appointment process shall be completed by the Bay Village Police Department. The SRO shall be a departmental assignment within the Bay Village Police Department and assigned to the School District ~~during school days and any other days as needed.~~

General criteria for a SRO:

1. Experience as a police officer– SRO must have a minimum of five years’ experience as a police officer. The SRO shall have and maintain all required training, certifications and qualifications of the Bay Village Police Department.
2. Successful performance – The SRO should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Complaints against the SRO shall follow the normal complaint process of the Bay Village Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District’s Handbook.
3. College or degree coursework – The SRO is in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
4. Commitment to community and youth well-being. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff.

C. Training Requirements. Prior to entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code 3313.951 and that covers responsibilities or and limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SRO into a positive school environment.

D. Employment of the School Resource Officer.

1. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.
2. The SRO shall be subject to all personnel policies and practices of the City/Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO.
4. In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.
5. The full time SRO is subject to the terms and conditions of the City of Bay Village Collective Bargaining Agreement (CBA) which shall control.

## **VI. Daily Schedule and assignments.**

A SRO duty hours shall be determined by the Police Department working in cooperation with the School District. It is the intent of the parties that the SRO’s duty hours shall be 7:30 a.m. -3:30 p.m. on school days (i.e. days that students are in attendance) unless exigent circumstances exist. It is also understood that the SRO shall attend safety training and safety drills at the School District’s request on days that students are not in attendance up to a maximum of 16 hours per school year. Duties performed outside these hours shall be subject to the overtime provisions of the applicable City of Bay Village CBA.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the SRO is ordered by the City to leave the school during normal duty hours as described above and perform other services for the City, 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 City shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the City. The City will not be in a position to provide a substitute SRO.

**VII. Term of Agreement.**

This Agreement shall remain in effect for three years, commencing on \_\_\_\_\_, 2020 and terminating on \_\_\_\_\_, 2023. This agreement may be extended by mutual written agreement of the parties. The parties shall notify each other in writing of their intent to extend this agreement no later than December 31, 2022.

**VIII. Duties of School Resource Officer.**

The SRO's duties will include, but not be limited to, the following:

- A. The SRO is first and foremost a law enforcement officer.
- B. To be an extension of the principal's office for assignments consistent with this Agreement.
- C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.
- D. To act as the designee of the school administrator to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- E. To provide a classroom resource for education using approved materials including lesson plans prepared by the SRO where applicable.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- G. 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.
- H. To make appearances before the School Board, City Council, 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.
- I. The SRO will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.
- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the City or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the SRO.
- N. The SRO 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. The SRO will work closely and cooperatively with the Bay Family Services. Referrals will be made when necessary.

O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

Q. The SRO will provide community-wide crime prevention presentations.

R. The SRO will wear the department issued uniform and the required authorized equipment in accordance with department policy.

**IX. Transporting Students.**

A. The SRO shall not transport students in City vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.

B. 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 shall not transport students in their personal vehicles.

C. The SRO shall notify school personnel upon removing a student from campus.

**X. 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, and relevant Bay Village Police Department and School District 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 Bay Village Police Department or from other law enforcement agencies coming into contact with students from 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 Bay Village Police Department, which 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 Chief of Police.

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 law enforcement agencies, but will not be part of the student's school record.

G. Hearsay information or rumors will alone not be the basis for any formal action by Bay Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.

H. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Bay Village shall be relayed to the police department of jurisdiction.

I. When any felony occurs or any crime that prompts a Public Information Officer response from the School District or the City or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.

J. 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.

K. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

#### **XI. Role in Responding to Criminal Activity.**

One of the roles of the SRO, as a law enforcement officer is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO should perform his/her duties mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

A. School staff will contact the SRO to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

B. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.

C. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

#### **XII. Role in School Policy Violations.**

The SRO is not a school disciplinarian and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO 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 and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

#### **XIII. Data Collection.**

The SRO will submit a monthly activity report to the Superintendent, building principals, and the Chief of Police or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including teaching of State of Ohio approved education/prevention classes, meetings, presentations, incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

#### **XIV. Role in Locker, Vehicle, Personal, and Other Searches.**

The SRO may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act and the search is reasonable in its scope. The SRO will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- A. Strip searches of students by the SRO are prohibited.
- B. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

#### **XV. Limits on Interrogations and Arrests.**

A. **Interrogations** – The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

B. **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- 1. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
- 2. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- 3. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students. All use of force must conform with the law and the policies of the Bay Village Police Department.

#### **XVI. Role in Critical Incidents.**

The SRO will be familiar with the emergency operations manual of the School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

#### **XVII. Role in Truancy Issues.**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

#### **XVIII. School District Responsibilities.**

The School District shall provide the SRO and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, chair, work table, filing cabinet, and office supplies.
- D. The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students.
- F. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- G. The opportunity to provide instruction to the students of curriculum from State of Ohio approved prevention/education programs.
- H. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- I. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies and laws.
- J. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- K. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- L. Provide training to teachers, administrators, staff and SRO about when to directly involve SRO with student misconduct and about available alternatives to arrest.

**XIX. Crisis Planning.**

Bay Village City School District and the City of Bay Village Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the School District should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Bay Village Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO should also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training.

**XX. Reviewing the MOU and SRO Program.**

Both the School District and the City will be involved in the evaluation process of the SRO program.

The assigned parties shall review the MOU/SRO Program annually and make adjustments as ~~needed~~ mutually agreed upon. Any revisions will be reflected in an updated MOU.

**XXI. Problem Resolution.**

Any difficulties or questions will be resolved by negotiation between the Superintendent of the Bay Village School District and the Chief of Police of the Bay Village Police Department or their designees.

**XXII. Miscellaneous.**

A. Insurance: The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City of Bay Village shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The limits shall not be less than one million dollars (\$1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.

B. All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees as well as the criminal records and background check applicable to Bay Village Police Department Police Officers.

C. All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.

D. Entire Agreement: This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

E. Notice: Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

City of Bay Village  
Chief Mark Spaetzel  
28000 Wolf Road  
Bay Village, Ohio 44140

Bay Village City School District  
Superintendent Jodie Hausmann  
377 Dover Center Road  
Bay Village, Ohio 44140

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

By: \_\_\_\_\_  
Jodie Hausmann  
Superintendent, Bay Village City School District

By: \_\_\_\_\_  
Paul Koomar  
Mayor, City of Bay Village

\_\_\_\_\_  
Mark Spaetzel  
Chief of Police, City of Bay Village

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Mark E. Barbour  
Law Director, City of Bay Village

By: \_\_\_\_\_  
Christine T. Cossler  
Legal Counsel, Bay Village City School District

## **Exhibit A**

### **I. Salary and Benefits.**

- A. The salary and benefits of the SRO shall be split between the School District, which shall be responsible for 70% of the salary and benefits, and the City which shall be responsible for 30% of the salary and benefits, with the exception of Exhibit A Section B. The rate of pay and benefits ~~that the SRO qualifies for~~ of the SRO shall be governed by the applicable City of Bay Village CBA, including overtime.
- B. Any overtime requested or required by either entity shall be the responsibility of the requesting or requiring entity, and subject to the applicable City of Bay Village CBA.
- C. Upon receipt of the monthly invoice from the City, the School District shall remit payment for its share of the salary and benefits to the City.
- D. Overtime incurred at the request of the School District shall be billed monthly.
- E. The SRO shall be a regular full time employee of the City of Bay Village subject to the applicable City of Bay Village CBA.
- F. The cost of any Worker's Compensation Claim of Injury filed by the SRO shall be charged back to the School District if the claim occurs while the SRO is performing duties related to the School District. If the claim occurs during travel between the City and the School District, the parties will share the cost of the claim 70% charged to the School District and 30% charged to the City.
- G. Cost of uniforms will be paid by the city and reimbursed 70% by the School District.
- H. Training required to maintain Peace Officer certification and compliance with Bay Village Police requirements shall be the financial responsibility of the City. Training required or encouraged by the School District shall be the financial responsibility of the School District.
- I. Any other costs and expenses attributable to the SRO not set forth herein shall be shared between the parties at the rate of 70% attributable to the School District and 30% to the City.

### **II. Drug Use Prevention Grant.**

- A. The City will apply for the Drug Use Prevention Grant (hereinafter "Grant") annually or more frequently if required by the Grant application process. The City further agrees that if it fails to timely apply for the Grant (provided that the School District has timely met its obligations in Section B below) each year (or sooner if required by the Grant application process), the School District may terminate this MOU and its obligations under the MOU immediately and without penalty.
- B. The School District shall be responsible for maintaining and providing all information and documentation necessary to apply for and administer said grant no later than two weeks prior to applicable deadline unless ~~circumstances beyond the District's control occur~~ the City timely fails to meet its obligations to apply for the grant referenced in Section A above.
- C. The School District shall provide the educational materials associated with the Grant funding.

D. Monies awarded through the grant shall be applied to the School District's share of the SRO's salary and benefits. The share of salaries and benefits of the City shall not exceed 50% after reduction of the School District's share due to a grant award.

E. Should monies need to be returned from the Grant for any reason, the School District shall be responsible for the return of funds.

**Joan Kemper**

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**From:** Kathryn Kerber  
**Sent:** Tuesday, January 28, 2020 9:33 AM  
**To:** Agendas  
**Subject:** Motion Request

Hello,

I'd like to request a motion for the 2/3 agenda to advertise a Request for Qualifications for the Cahoon Park Public Access Study.

This is for the CMAG 23 grant project to develop a master plan for Bay Point and the surrounding areas.

Best regards,  
Kathryn

Kathryn E. Kerber  
Project Manager

City of Bay Village  
350 Dover Center Road  
Bay Village, Ohio 44140  
440-899-3412  
kkerber@cityofbayvillage.com



FURNISHING ASPHALT (PATCHING) MATERIAL FOR 2020

BID OPENING

January 24, 2020

12:00 Noon

COMPANY	BID BOND CHECK	#1 #301 per Ton	#2 #448 per Ton	COMMENTS/NOTES
Stoneco, Inc., dba Allied Corporation	Bid Bond	\$54.00	\$65.25	Plant 76, 2214 W. 3 <sup>rd</sup> Street, Cleveland OH 44113 Plant 77, 4900 W. 150 Street, Cleveland, OH 44135
Kokosing Materials, Inc.	Bid Bond	\$54.00	\$65.25	Sheffield Village Plant - 4140 East River Rd, Sheffield Village 10.6 miles Cleveland Plant – 3000 Independence Rd., Cleveland 17.3 miles

FURNISHING CONCRETE FOR 2020  
 BID OPENING  
 January 24, 2020  
 12:00 Noon

COMPANY	BID BOND CHECK	#1 4.5 SACK Cu. Yd.	#2 Class C Cu. Yd.	Cu. Yd. LSM concrete (100)	#4 Under-Load Charges/Load		#5 Additional Costs Multiple Stops and/or Demurrage	#6 Normal Delivery Hours	#7 Additional delivery costs other than regular hours/Load	#8 Saturday Delivery per Load
					Yards	Cost				
1. Westview Concrete	\$100.00 check	\$108.00	\$114.50  Res. Fiber \$ 6.00 Com. Fiber \$10.00 Hi-Early \$ 6.00	\$80.00	1 - 2.75 yd.	\$ 125.00	Demurrage: \$1.50/min after 10 min/yd. max 60 min per load.  Mult. Stops: \$15.00/stop  Dye Clean Up: \$80.00/load  Winter Heat: Nov. 1 – April 30 \$6.00 per yard	7:00 a.m. – 3:30 p.m.	\$55.00	\$55.00
					3 - 3.75 yd.	\$ 85.00				
					4 - 4.75 yd.	\$ 65.00				
					5 - 5.75 yd.	\$ 50.00				
					6 - 7.75 yd.	\$ 40.00				
					Yards	Cost				
2. McConnell Ready Mix	\$100.00 check	\$102.00	\$114.00  Res. Fiber \$ 5.00 Com. Fiber \$10.00 Hi-Early \$ 6.00	\$84.00	1 - 1.75 yd.	\$ 100.00	Demurrage: \$90.00/hour  Mult. Stops: no charge	7:00 a.m. – 4:00 p.m.	\$10.00 truck fuel surcharge	\$50.00
					2 - 3.75 yd.	\$ 80.00				
					4 - 5.75 yd.	\$ 65.00				
					6 - 6.75 yd.	\$ 50.00				
					Yards	Cost				

COMPANY  3. Shelly Materials dba Medina Supply	BID BOND CHECK	#1 4.5 SACK Cu. Yd.	#2 Class C Cu. Yd.	Cu. Yd. LSM concrete (100)	#4 Under-Load Charges/Load		#5 Additional Costs Multiple Stops and/or Demurrage	#6 Normal Delivery Hours	#7 Additional delivery costs other than regular hours/Load	#8 Saturday Delivery per Load
	Bid Bond	\$108.00	\$114.50 Res. Fiber \$ 6.00 Com. Fiber \$10.00 Hi-Early \$ 6.00	\$81.00	Yards	Cost	Demurrage: 1 - 5 yds = 30 min. 5.25 - 10 yds = 60 min. add \$1.50/min thereafter Mult. Stops: \$15.00/stop	7:00 a.m. - 3:00 p.m.	\$55.00	\$55.00
					1 - 2 yd.	\$100.00				
					2.25 - 4. yd.	\$ 75.00				
					4.25 - 6 yd.	\$ 50.00				
				6.25 - 7.75 yd.	\$ 35.00					