

RESOLUTION NO. 53-2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS TO PROVIDE FOR SCHOOL RESOURCE OFFICER SERVICES.

WHEREAS, the City and Butler Technology and Career Development Schools ("School") wish to establish a more complete liaison with School personnel and the City a cooperative effort to prevent juvenile delinquency and truancy; and

WHEREAS, the City will carefully select and assign trained police officers from the City's Police Department to work directly on the School campuses, in cooperation with the School administrators and faculty, and in accordance with this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Butler County Technology and Career Development Schools to provide for School Resource Officer Services. The terms and conditions of this Agreement are as set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: September 25, 2018

ATTEST:

Clerk of Council

APPROVED:

Mayor

First Reading: September 11, 2018

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.


Clerk of Council
City of Monroe, Ohio

Exhibit "A" Resolution No. 53-2018

School Resource Officer Agreement with Butler Technology and Career Development Schools (Natural Science Center Campus in Monroe, Ohio)

This School Resource Officer Agreement ("Agreement") entered on the _____ day of _____, 2018, by and between the City of Monroe, Ohio ("City") and the Butler Technology and Career Development Schools, Butler County, Ohio ("School").

WHEREAS, the City and School wish to establish a more complete liaison with school personnel and the City in a cooperative effort to prevent juvenile delinquency and truancy; and

WHEREAS, the City will carefully select and assign trained police officers from the City's Police Department to work directly on the School campuses, in cooperation with the School administrators and faculty, and in accordance with this Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Objectives.

- 1.1 The School Resource Officers ("SROs") responsibilities include building a positive image toward orderly behavior, helping students learn more about the law; and, familiarizing students with law enforcement personnel and their objectives and role in society.
- 1.2 The SROs will reinforce the feeling of pride that students have toward their schools and encourage students to stay in school.
- 1.3 The SROs will work with School personnel to develop closer contact and better communication with students and evolve an effective program of safety and education.

2. Duties of the SRO.

- 2.1 The SROs will protect the School plant, staff, and students.
- 2.2 The SROs will strive to prevent juvenile delinquency and truancy through close contact with students and school personnel and will use proven methods for early detection of deviant behavior in students.
- 2.3 The SROs will investigate delinquent acts within the school system and its neighborhood complex when such acts are school or student oriented.
- 2.4 The SROs will participate as a resource person for the School in classrooms and assemblies and will assist with safety drills.

- 2.5 At all times the SROs will be aware of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the student and the community.
- 2.6 The SROs will assist with the creation or updating of any School Safety Plan, as required by the Ohio Department of Education.
- 2.7 The SRO will maintain documentation concerning criminal activity, calls for service, incident reports and arrests through the established records keeping procedures of the Monroe Police Department.

3. SRO Scope of Accountability.

- 3.1 The SRO's assignment is for six (6) hours per school week in the Natural Sciences campus of Butler Tech. Certain circumstances will require more than six (6) hours per week, including, but not limited to, safety drills, meetings, and assemblies. Butler Tech will give appropriate notice to the SRO when more time will be necessary.
- 3.2 The SROs are first police officers whose primary job is enforcement of the law. The SROs are supervised directly by the City in accordance with the current chain of command. The hours set forth in Section 3.1 above do not include time spent by the SROs in connection with their primary job although such duties may relate to events arising out of the School.
- 3.3 The SROs will extend cooperation to the principals of the School and will function as security and an educational resource person in cooperation with School personnel.
- 3.4 The principals will continue to assume full responsibility for the enforcement of discipline and rules and regulations within the School.
- 3.5 The School Superintendent, or their designee, will submit a performance review to the Chief of Police by no later than the end of the school year.

4. Financial Arrangements/Selection of SROs.

- 4.1 The School agrees to pay for one City Police Officers to fulfill the role of SRO for the current school year in the amount of \$10,000.00. The total cost includes the salary, City's retirement contribution, Medicare, Workers Compensation premium, and medical insurance. This amount shall automatically increase at the same percentage the SRO receives under the officer's collective bargaining agreement with the city per school year.

- 4.2 The School shall pay the total amount due within 30 days from receipt of an invoice from the City payable to the City of Monroe and mailed to:

City of Monroe
P. O. Box 330
Monroe, Ohio 45050
Attn: Monroe Police Department

- 4.3 The School shall pay special in-service training requested by the School Superintendent above and beyond regular police training.
- 4.4 If, in the School's reasonable judgment, one or both of the SROs is not meeting the objectives outlined herein, the School shall notify the City and the parties hereto shall mutually agree on a replacement.
- 4.5 The City will have the status of independent contractor for the purpose of this agreement. The SRO assigned to the School is an employee of the City and shall be subject to the Monroe Police Department's control, supervision, policies, procedures and orders.
- 4.6 The City will hold sole responsibility for the indemnification of the SRO in performance of his/her duties as the SRO.
- 4.7 The City will provide the SRO with a police vehicle and all required uniforms and equipment normally provided to members of the Police Department.
- 4.8 The school will provide the SRO access to a work space as is necessary for the performance of his/her duties as the SRO.

5. Term.

- 5.1 The term of this agreement shall begin with the 2018-2019 School year and automatically renew in one-year increments unless written notice is provided to either party 30 days prior to the renewal date to terminate this agreement. Notices shall be addressed to:

City Manager
City of Monroe
P. O. Box 330
Monroe, Ohio 45050

Superintendent
Butler Technology and Career Development Schools
3603 Hamilton-Middletown Rd.
Fairfield Township, OH 45011

5.2 This agreement may be jointly reviewed at the completion of the school year and may be modified with mutual consent of the parties. Either party may request the review of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first written above.

CITY OF MONROE, OHIO

BUTLER TECHNOLOGY AND CAREER
DEVELOPMENT SCHOOLS

By: _____
William J. Brock, City Manager

By: _____
Name: _____
Title: _____