Agreement Between the Village of Madison and Madison Local School District

This Agreement is made by and between the Village of Madison (Village), 126 West Main Street, Madison, Ohio 44057, and the Board of Education of the Madison Local School District (Board), 1956 Red Bird Road, Madison, Ohio 44057.

WHEREAS, the Village and Board share common goals of enhancing student safety, increasing the community's understanding of law enforcement and strengthening the existing ties of communication and coordination between the Village and Board for the benefit of the Madison community; and

WHEREAS, the Board is interested in receiving the services of a School Resource Officer (SRO) at the beginning of the 2015 - 2016 school year, under the terms and conditions outlined in the description attached hereto and made part of this Agreement; and

WHEREAS, the Board values the services of an SRO sufficiently to provide for the cost of this service.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

Mission of the SRO

The mission of the SRO is to provide an element of security to South Elementary School (SES). This shall be accomplished by the SRO:

A. Promoting a better working relationship with the youth of our community through using community policing strategies and explaining to students, parents and faculty members that the purpose of the School Resource Officer program is to educate and promote awareness of law enforcement;

B. Dealing with day-to-day problems which may arise at SES and working with the administration of SES to assist in providing a safe, secure and positive educational atmosphere for the students on a daily basis;

C. Opening more and better lines of communication between students and police officers by being available to meet with and talk to students, parents and/or faculty members regarding law enforcement matters or crime prevention information;

D. Reducing juvenile crime through taking measures which are: [1] reactive (e.g., responding to calls, making police reports, engaging in intervention, making arrests and representing the District in court referrals related to the SRO responsibilities, etc.); and [2] proactive (e.g., maintaining a visible presence in the school and throughout the campus during the day and at extra-curricular activities, preventing problems through making announcements and using posters, guest-speaking in classes, participating in school activities and clubs, etc.);

E. Cooperating with the District's Safe and Drug-Free Schools Coordinator to make necessary referrals of students and their families to other community agencies which can offer them assistance (e.g., mental health clinics and drug/alcohol treatment centers); and

F. Responding in the role of a law enforcer when crimes occur.

Scope of the Officer's Activities

A. The SRO will provide for school security by providing services within the following activities:

1. Patrolling school buildings and campus before, during and after regular school hours;

2. Assisting school administrators with discipline and criminal problems;

3. Assisting students with problems to divert them before they become disciplinary or criminal in nature;

4. Assisting staff by investigating suspicions of child abuse and/or neglect;

5. Coordinating use of drug-sniffing dogs and other approved deterrents to the possession, use, sale or transmission of illegal drugs or drug paraphernalia;

6. Deterring students from engaging in disorderly behavior by being present on the grounds; and

7. Proactively handling school truancy issues with individual students and the school as a whole.

B. The SRO will assist students by:

1. Being available to discuss problems on school property, at the police department, and at other locations with the prior approval of the Chief of Police;

2. Enforcing a drug- and violence-free learning environment;

3. Encouraging students to interact with police officers in a safe setting;

4. Acting as a positive role model of a police officer, based on reality of the position;

5. Providing a source of information concerning legal issues that young adults are likely to encounter;

6. Being involved in student-oriented activities (e.g., SADD, CORE Team, MPAL, etc.) and school-sponsored events;

7. Providing law enforcement insight into the school curriculum by being available as an information resource concerning law enforcement; and

8. Conducting workshops and presentations concerning student safety needs, drugs, alcohol, gangs, laws and other related topics to students, District employees and the community.

Responsibilities of All Parties to the Agreement

A. In consideration of the services to be provided by the SRO as specified in this Agreement, the Board has agreed to the following arrangement:

1. Base Reimbursement. The Village shall bill Madison Schools for the SRO at the rate of $16.50 per hour. Payment by the Board of the total compensation of the SRO during the 2015 - 2016 school year shall not exceed $21,000.00 for regularly scheduled work (as defined herein below in paragraph no. 2).

2. Regularly Scheduled Work. The SRO assigned to the SES shall work 7 hours per school day, not to exceed 180 days, which represents the SES 2015 - 2016 school year, and, said schedule and hours shall be the SRO's "regularly scheduled work."

3. Additional Work. (a) In the event the SRO is requested and/or required (for example, but not by way of limitation, for a court appearance as investigating officer/witness) to work during hours outside of the SRO's regularly scheduled work, as defined herein, and, as a consequence of same, the Village is required to pay the SRO additional compensation (inclusive of overtime compensation as required by law) beyond the sum of $21,000.00, then, the Board shall reimburse the Village for the cost of this additional work.
(b) The persons authorized to request the SRO to perform such additional work are the following: Principal, Assistant Principal, Superintendent, Assistant Superintendent or their respective successors. Any requests for additional work shall be made in writing (electronic communications are acceptable) and shall be directed to the attention of the Village Chief of Police.

4. Time Cards. The SRO shall keep a weekly time card for all hours worked and the Village shall forward same to the Board within the quarterly billing. Any objections by the Board to the hours indicated on the time card shall be promptly made to the Village Chief of Police but in no case longer than 14 days after the date of transmission of the subject time card to the Board. Failure by the Board to make objection to hours indicated in any time card within said 14 day time period shall be a stipulation of its accuracy and consent by the Board to reimburse the Village as and for the hours indicated.

5. Invoice and Payment. The Village will provide to the Board a quarterly invoice for payment on or about the following dates: October 1, 2015; January 1, 2016; April 1, 2016; and at the end of the school year, to wit: June 1, 2016. An invoice shall be paid no later than thirty (30) days after its presentment to the Board.

B. The Board shall provide the SRO with an office area, including immediate access to a secure telephone, computer, and printer. In the event the Village furnishes a police cruiser to the SRO, the Village shall do so at its sole cost and expense.

C. The SES principal will work with the SRO to:

1. Explain the school's needs and help the SRO develop programs that will benefit the teaching-learning environment;
2. Provide the SRO with a copy of governing school policies and procedures, including the Board's policy on student conduct expectations and consequences; and
3. Furnish the SRO with information (e.g., attendance records, disciplinary records, etc.) as may be necessary to conduct an investigation or to make a juvenile referral or prosecution.

Employment Status

A. The SRO shall be a paid employee of the Madison Village Police Department and shall perform the duties contained in the job description for the position found as Attachment 1 to this Agreement and incorporated herein by reference. The SRO shall be uniformed and equipped in the same manner as any other police officer in the Department, unless special needs arise in which plain clothes would be appropriate.

B. The Village shall place the SRO at the SES during the time period specified by the Board as constituting the school year, as detailed herein above. It is understood that once the SRO is assigned to the SES, that officer will remain assigned to that school until the end of the school year, unless unforeseen circumstances prevent that officer from completing the school year. If any party has a dispute or seeks removal of the SRO, a meeting will be held to discuss the concerns brought forth by any party to this agreement.

C. For purposes of student supervision and education, the Board shall grant the SRO the same status as it does for any teacher in the District and shall include the SRO under coverage of its liability insurance policy pertaining to employees of the District. Except as conditions otherwise require, the SRO shall act in the capacity of a teacher in the District, and will be evaluated by the administrative team once per year.

D. The SRO shall coordinate performance of duties with the school principal, as applicable. In matters of dispute between the two, the principal shall contact the Department to seek an informal resolution. Should those efforts be unsuccessful, the dispute shall be subject to the Department's grievance procedure.

Staffing Contingency

The parties hereby recognize that all full and part-time Village patrol officers' terms of employment are governed by a collective bargaining agreement, the terms of which do not permit the Village to assign patrol officers to serve as SRO in a manner consistent with the terms of this Agreement and that, as a consequence, the Village is required to secure the employment of additional personnel for appointment to the position of SRO. The Village shall make good faith efforts to secure the employment of such personnel, however, the parties agree and understand that in the event the SRO is unavailable for duty due to, but not necessarily limited to, illness, approved leave of absence, disciplinary suspension or termination, or resignation, then, there will not be staffing immediately available to perform the duties of SRO during such periods of time.

Term

A. The term of this Agreement is for a period of one year, effective August 17, 2015 and continuing through May 25, 2016. Any party to this Agreement may terminate this Agreement at any time upon passing a resolution stating the reasons for the termination and sending the other party a copy of that resolution at least ninety (90) days in advance of the termination date.

B. Not later than March in each year of this Agreement the SRO will make a presentation to the Madison School Board regarding the status and success of the program in both locations.

C. Upon receipt of the results of the Evaluation and recommendations, the Mayor of Madison Village and the Board may renew this Agreement for an additional period of time under such terms and conditions as they mutually agree; provided, however that any such renewal shall have its terms reduced to writing prior to being executed by the parties hereto.

Complete Agreement

It is agreed that this Agreement constitutes the entire agreement of the parties hereto; that this Agreement supersedes and replaces any and all previous verbal and written understandings between the parties of the parties hereto, except that all such previous understandings between the parties hereto not in conflict herewith shall remain in full force and effect for the duration of this Agreement; and that this Agreement shall be binding on the Village and Board, notwithstanding any conflicting state or local laws, ordinances, resolutions or other provisions, present or future, to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused duplicate original copies of this Agreement to be executed by their authorized representatives.

Village of Madison

By: _____
Sam Britton, Jr., Mayor
as authorized by Resolution No. 17-2015

Date: 8-3-2015

Approved as to Form:

_____
Joseph P. Szeman, Village Law Director

Board of Education of the Madison Local School District

By: _____
Michael J. Vaccariello, Treasurer
as authorized by Resolution No. 99-15

Date: 8-5-15

Approved as to Form:

_____
District Legal Counsel/Treasurer

(07.30.15 rev)

CERTIFICATE OF AVAILABILITY OF FUNDS
BY THE FISCAL OFFICER
OF THE MADISON LOCAL SCHOOL DISTRICT

The undersigned Fiscal Officer of the Madison Local School District, Lake County, Ohio hereby certifies that the monies required to meet the obligations of the Board of Education of the Madison Local School District under the agreement by and between the District and Village of Madison for the services of a School Resource Officer, entered as of August 4, 2015, have been lawfully appropriated by the Board of Education for such purpose and are in the treasury of the District or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

MADISON LOCAL SCHOOL DISTRICT

Michael J. Vaccariello

Michael J. Vaccariello, Treasurer

Date: 8-5-15