

RESOLUTION NO. 2018-30
INTRODUCED BY: Mayor Bodnar and Council as a Whole

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO THE
SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING
WITH MAYFIELD CITY SCHOOLS**

WHEREAS, the Mayfield City Schools have determined that it has become necessary to assign School Resource Officers at Mayfield High School and Center Elementary School and to develop a School Resource Officer Program; and

WHEREAS, the School Resource Officer Program is designed to fulfill the overall roles of law enforcement, crime prevention and education; and

WHEREAS, the Village of Mayfield has agreed to provide two School Resource Officers to fulfill this need; and

WHEREAS, in order to outline the operational procedures and Village responsibilities with respect to the School Resource Officer Program, Mayfield Village and the Mayfield City Schools have drafted a School Resource Officer Memorandum of Understanding;

WHEREAS, the Council deems it necessary and in the best interest to the health safety and welfare of all Village residents to enter into the School Resource Officer Memorandum of Understanding with Mayfield City Schools.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

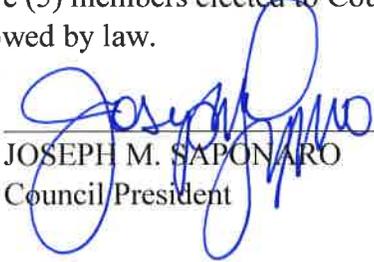
SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village to create the School Resource Officer Program and authorizes the Mayor to execute the School Resource Officer Memorandum of Understanding with Mayfield City Schools in the form attached hereto as Exhibit A.

SECTION 2. The Council of Mayfield Village does hereby approve and authorize the Village obligate any funds required for the School Resource Officer Program, including the hiring of additional police officers to ensure adequate police coverage of the Village, pursuant to the School Resource Officer Memorandum of Understanding.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took

place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for additional protection to the residents of Mayfield Village and the students of Mayfield City Schools and is a time sensitive matter as it must be in place prior to the 2018/2019 school year. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



JOSEPH M. SAPONARO
Council President

First Reading: July 16, 2018

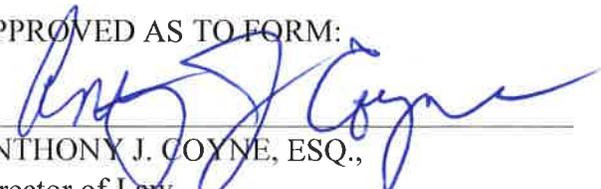
Second Reading: Suspended, 2018

Third Reading: Suspended, 2018

PASSED: July 16, 2018



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:


ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST: 

MARY E. BETSA, MMC
Clerk of Council

SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into as of this ____ day of _____, 2018 by and between the Mayfield City Schools ("Mayfield Schools") and Mayfield Village ("Village").

Whereas, the safety of students, faculty and staff at Mayfield Schools is paramount to Mayfield Schools and the Village;

Whereas, the parties hereto desire to work together to increase safety in the Mayfield Village, Ohio public schools and at school events, through the provision of School Resource Officers (SROs); and

Whereas, the parties desire to formalize their existing arrangement providing a full time SRO at Mayfield High School, and to formalize their agreement to provide a full time SRO at Center Elementary School;

Now, therefore, in consideration of the foregoing, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I. SRO PROGRAM BASICS

A. The Village shall provide a full-time armed SRO officer to Mayfield High School and a full-time armed SRO officer to Center Elementary School. Each officer shall be an employee of the Village, under the direction and control of the Mayfield Village Police Department (MVPD), but shall work as an SRO officer for the Mayfield Schools on the dates set forth hereto on Schedule A. In the event that an SRO cannot be at his or her assigned school on an assigned day because of illness or any other reason, he or she shall notify the Village Police Chief and the Mayfield Schools of his or her absence.

B. The SRO Program at each school shall strive to accomplish three basic functions: law enforcement, crime prevention and education. The SRO at each school shall be responsible for the implementation of that school's SRO program, as more fully described herein. The primary functions of the SRO are to help provide a safe and secure school environment, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the MVPD. The parties acknowledge

that the SRO is not a teacher and shall not be assigned duties or responsibilities of a certified teacher.

C. The goals of the SRO Program shall be to:

- 1) increase safety at the schools and at school activities;
- 2) bridge the gap between police officers and students;
- 3) foster and improve positive attitudes toward law enforcement;
- 4) encourage greater cooperation between students and police;
- 5) reduce juvenile crime; and
- 6) develop and foster an atmosphere conducive to learning.

D. The SRO Program shall at all times comply with applicable law.

II. SEPARATION OF DUTIES

A. The SRO is an employee of the Village who is assigned to the school. The SRO is accountable to the MVPD chain of command. While at the school, the SRO will work with the principal or his or her designee, as long as doing so will not conflict with the direction from the MVPD chain of command.

B. The SRO has full authority to investigate, take reports and arrest or take any and all such other actions as are authorized by law, in his or her discretion, when there has been criminal activity or a report or complaint regarding the same. The school will report to the SRO any instances where criminal conduct has or may have occurred.

C. School discipline is the responsibility of the appropriate school administrator. The SRO will report school policy violations through the proper channels to be handled by school administration.

D. When requested, the SRO may assist school administration in searches of person(s), property or vehicles, when there is an articulated concern.

E. 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 school and police personnel should police involvement become necessary due to safety concerns.

III. PROVISION OF SUPPLIES

A. Mayfield Schools shall supply, for each officer, a secure, private office with desk, chairs, telephone, computer, printer, file cabinet and such other office equipment and supplies as the SRO may reasonably request in order to accomplish his or her duties.

B. The Village shall provide, for each SRO, uniforms, vehicle and personal equipment necessary for the officer to accomplish his or her duties.

IV. COMPENSATION AND EXPENSES

The combined estimated cost for both SROs (exclusive of overtime) for the term of this agreement (10 months) is \$238,100.00. Mayfield Schools shall pay to the Village one-half of said amount, \$119,050.00, in accordance with the payment schedule set forth below, calculated as follows

Cost for Officer salary and benefits, August – December, 2018:	\$ 29,250
Cost for Officer salary and benefits, January – June, 2019:	\$ 30,275
SRO reimbursement of \$59,525 x 2 SROs =	\$119,050.

Payment schedule: Mayfield Schools shall pay the Village \$11,905.00 in ten (10) equal installments on or before the 1st day of each month beginning in August 2018 and concluding in May 2019.

In addition, Mayfield schools shall pay to the Village 100% of any overtime to which the SROs are entitled under the Collective Bargaining Agreement between the Village and FOP Lodge #57 any time said overtime relates to school or SRO activities. Overtime payments due to the SRO will be billed separately to Mayfield Schools, which shall make payment to the Village within 30 days of the invoice.

V. TERM

The term of this MOU shall be from August 1, 2018 through May 31, 2019. Any modifications or extensions will be reflected in writing.

VI. NON-WAIVER

Nothing in this MOU shall in any way serve to supersede, waive, limit or otherwise affect any rights, privileges and/or immunities afforded to either party under applicable law including but not limited to those contained in Ohio Revised Code, Chapter 2744.

**MAYFIELD CITY SCHOOLS
SCHOOL RESOURCE OFFICER
ASSIGNMENT SCHEDULE
FOR THE 2018-19 SCHOOL YEAR**

Month	Dates	# of work days in Month
August-2018	9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31	17
September-2018	4, 5, 6, 7, 11, 12, 13, 14, 17, 18, 20, 21, 24, 25, 26, 27, 28	17
October-2018	1, 2, 3, 4, 5, 8, 9, 10, 11, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 31	22
November 2018	1, 2, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 19, 20, 26, 27, 28, 29, 30	19
December 2018	3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21	15
January 2019	7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 22, 23, 24, 25, 28, 29, 30, 31	18
February 2019	1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 19, 20, 21, 22, 25, 26, 27, 28	19
March 2019	1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22	16
April 2019	1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 23, 24, 25, 26, 29, 30	20
May 2019	1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 28, 29, 30	21

TOTAL: 184

In addition, the SRO will be asked to attend the Parent Teacher Conference held at his or her building pursuant to the tentative date listed below. The date will be confirmed with the SRO by the Building Administrator.

Elementary Schools: October 10, 2018: 3:00-9:00pm

Middle School: November 1, 2018: 4:00-9:00pm

High School: October 11, 2018: 3:00-9:30pm