

RESOLUTION R18-18

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A
CONTRACT TO PROVIDE A RESOURCE OFFICER WITH COVINGTON EXEMPTED
VILLAGE SCHOOL DISTRICT

NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of
Covington, State of Ohio, that:

SECTION 1: The Village of Covington and the Covington Exempted Village School
District have agreed to enter into a school resource officer agreement that provides that
the Village will provide a resource officer to the school district on the terms as set forth in
the contract attached as Exhibit A;

SECTION 2: The Village of Covington's Counsel finding said contract reasonable and in
the best interest of the Village, therefore, authorizes the Village Administrator to enter
into the contract attached as Exhibit A for the services described in said document; and

SECTION 3: this Resolution shall take effect and be in force from and after
the earliest period allowed by law.

APPROVED June 4, 2018:


Edward L. McCord, Mayor


R. Scott Tobias, President of Council


Brenda Carroll, Clerk/Fiscal Officer

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement ("Agreement") is made and entered into this day of May, 2018 by the Covington Exempted Village School District Board of Education ("District") and the Village of Covington ("Village") for the purpose of establishing a School Resource Officer ("SRO") program in the public-school system in the Village of Covington. The District and the Village shall be referred to jointly as the "Parties." In consideration of the terms and conditions set forth herein, the Parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this Agreement is for the Village of Covington to provide contract services in the form of an SRO to the District. The services provided include law enforcement and related services as described in this agreement.

ARTICLE II

OBLIGATION OF THE VILLAGE. The Village shall provide an SRO police officer as follows:

- (A) Provision of an SRO. The Village shall assign one (1) regularly employed officer to the Village of Covington Exempted Schools (Kindergarten through 12th Grade).

The services provided by the SRO are in addition to normal police services already provided by the Village.

- (B) Selection of an SRO. The Chief of Police and the Superintendent or his/her designee shall choose the SRO to be assigned on the basis of the following minimum criteria:

1. The SRO must have the ability to deal effectively with a diverse student population.
2. The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with the District's staff and students.
3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level, and communication skills of the SRO must be of a high caliber so that the SRO can effectively and accurately provide resource teaching services.

4. The SRO must have the desire and ability to work cooperatively with the principal and other building administrative staff and employees.
 5. The SRO must be a state certified law enforcement officer.
- (C) Regular School Duty. The SRO must be available for regular school duty on a full-time basis an average of 35 hours per week, averaged over the period of the contract. This assignment does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined to exist by the Chief of Police or designee.
- (D) Duties of SRO. While on duty, the SRO shall perform the following duties:
1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Chief of Police and the Superintendent or his/her designee.
 2. Act as a resource person in the area of law enforcement education.
 3. Conduct criminal investigations of violations of the law on District property or property immediately surrounding the District property as assigned by the Village of Covington Police Department.
 4. Provide law enforcement input into school based security, including teaching of school district security personnel. Review security issues related to the District.
 5. Maintain the peace on District property.
 6. Make arrests and referrals of criminal law violators.
 7. Provide police counseling to students when requested by the Superintendent or his/her designee and/or the student.
 8. Secure, handle and preserve evidence.
 9. Recover District property through working with other police agencies.
 10. Make referrals to social agencies as appropriate.
 11. Wear official police uniform which shall be provided at the expense of the Village.
 12. Perform such other duties as mutually agreed upon by the Superintendent or his/her designee and the Chief of Police so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this

Agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the Village of Covington Police Department and the Covington Exempted Village School District Board of Education.

13. Follow and conform to all District policies and procedures that do not conflict with policies and procedures of the Village of Covington Police Department.
14. Follow all state and federal laws.
15. Maintain a "quarterly activities report" or such other report regarding SRO activities as may be required by the District and the Village.
16. Attend all Village of Covington Police Department mandated training as required to maintain law enforcement qualifications and certifications.
17. Assist the District with student attendance concerns.

(E) Support Services to be Provided by Village of Covington Police Department.

The Police Department and the SRO will supply the following services:

1. Provide information on all offense reports taken by the SRO to the Superintendent or his/her designee upon request, as the law may allow.
2. To receive and dispatch via telephone, walk-in, radio, district radio frequency, and/or pager.
3. Maintain and file uniform crime reporting ("UCR") records according to law.
4. Process all police reports.
5. Provide coordination, development, implementation, and evaluation of security programs in the school assigned.
6. Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this Agreement shall be borne by the Village. All Village provided equipment shall remain the property of the Village and the District shall have no ownership in it
7. Maintain copies of reports generated by officers in compliance with state and federal law.
8. Coordinate with school administrators, staff, law enforcement agencies and the courts to promote order on District property.

9. Make presentations to civic groups.
10. Maintain criminal justice standards as required by law.
11. Coordinate and participate with the school safety committee.
12. Coordinate crime prevention activities at the assigned school locations.
13. Provide security training for selected district personnel.

ARTICLE III

The Parties agree the responsibility for the administration of student discipline shall be the duty of the District.

ARTICLE IV

The SRO is employed and retained by the Village and in no event shall he/she be considered to be an employee of the District. The Village shall be responsible for the conduct and performance of the SRO, including, but not limited to, training and disciplining.

ARTICLE V

In consideration of the services provided herein, the District's contribution shall be \$40,480 for the 12 month period commencing July 1, 2018 and \$46,970 for the 12 month period commencing July 1, 2019. Each year payable to the Village in quarterly payments (25%) due the 10th day of August, November, February, and May.

ARTICLE VI

The Parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent or his/her designee and the Chief of Police or his/her designee. The designated representatives will meet at least quarterly to evaluate the program, or as needed, to resolve potential conflicts.

ARTICLE VII

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the Village and the District. This Agreement constitutes the entire agreement between the Parties. The Parties understand, covenant, and agree that the terms and conditions of this Agreement constitute the full and complete understanding and agreement of the Parties and that this Agreement is the integrated memorial of their agreement. The Parties expressly acknowledge that they have not relied upon any statement, promise, representation, warranty, express or implied, that is not expressly contained in this Agreement.

ARTICLE VIII

In any case where the Superintendent has concerns about the SRO's activity, conduct or performance, the Superintendent will request a meeting with the Chief of Police to discuss his/her concerns. This request for a meeting will be granted as soon as practical but at no time will this meeting be held more than 72 hours from the time of the Superintendent's request. The concerns discussed in this meeting will be recorded in writing and signed by the Superintendent and the Chief of Police. Copies will be provided to both the Superintendent and the Chief of Police. The Chief of Police will make every attempt to work with the Superintendent to address the related concerns. The Chief of Police and Superintendent will jointly evaluate progress on resolving the Superintendents concerns and will collaborate on the decision as to whether the SRO provided to the District should be changed.

ARTICLE IX

The terms of this Agreement shall be for two (2) years commencing July 1, 2018, and ending June 30, 2020. For the duration of the Agreement, the District shall receive the SRO services described in this Agreement.

ARTICLE X

Notwithstanding this Agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this Agreement.

ARTICLE XI

The District shall provide the SRO, in each school to which the SRO is assigned, the following materials and facilities necessary to perform the duties by the SRO, enumerated herein:

1. Access to a private office which is properly lighted, with a dedicated telephone to be used for general business purposes.
2. Location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, working table, filing cabinet, and necessary office supplies.

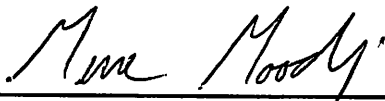
ARTICLE XII

The Village and District will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants. Any grants obtained by the Village or the District during the duration of this agreement specifically funding the SRO officer or SRO program will be shared equally between the Village and District by adjusting the quarterly invoice amounts up or down to reflect 50% of the amount of the grant received for that school year.

ARTICLE XIII

TERMINATION. This Agreement may be terminated by either Party upon 20 (school) days written notice that the other Party failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon 60 (school) days written notice. In the event this Agreement is terminated, compensation will be made to the Village for all services performed to the date of termination. The District will be entitled to a pro-rated refund for each day that the SRO services are not provided because of termination of this Agreement or because of a change in the SRO pursuant to Article VIII of this Agreement.

DATED this 25th day of ^{APRIL}~~May~~ 2018.



Covington Exempted Village
School District

Michael Busse, Village Administrator
Village of Covington