

AGREEMENT BETWEEN THE ASHTABULA AREA CITY SCHOOL DISTRICT  
AND THE CITY OF ASHTABULA, OHIO,  
FOR RESOURCE OFFICER SERVICES FOR THE 2023-2024 SCHOOL YEAR

THIS AGREEMENT, entered into at Ashtabula, Ohio, and effective as of May 31, 2023, WITNESSETH:

WHEREAS, the Ashtabula Area City School District (hereafter (AACSD) has determined it to be desirable to have a City of Ashtabula (hereafter City) Police Officer assigned to serve as a school resource officer; and,

WHEREAS, the City of Ashtabula is in full agreement to provide such an officer under the terms hereof; and,

WHEREAS, pursuant to 3313.951 of the Revised Code of Ohio, a memorandum of understanding is required concerning the goals, duties, methods, etc., utilized when a School Resource Officer is placed in a school building or buildings;

NOW, THEREFORE, do the parties hereto agree, contract and covenant as follows:

1. The City shall provide two (2) trained, commissioned, uniformed, equipped police officers, each of whom will serve as a School Resource Officer (SRO) at a location or locations within the AACD be determined by AACSD, and at times determined by AACSD, during the period of time of August 21, 2023, through May 31, 2024, encompassing 185 workdays, in accordance with the attached 2023-2024 school calendar. The number of days worked may be modified by the signed mutual agreement of the parties. If the parties agree that a fewer number of days shall be worked, it shall result in a proration of the total reimbursement amount set forth below.

2. This Agreement serves as the Memorandum of Understanding required by RC 3313.951. It is therefore also agreed by the parties as follows:

(a) The goals for the school resource officer program are to create and encourage a safe learning environment through an appropriate law enforcement presence and intervention where required, while avoiding creating an atmosphere of oppressive authoritarianism; and to foster familiarity of students with police officers so as to facilitate communication and to encourage mutual respect, which is hoped will carry forward in years to come as students mature and become adult members of the community.

(b) To the extent possible, the SRO assigned shall have a background which includes an understanding of child and adolescent development;

(c) The SRO appointed under this Agreement shall have completed a basic training program approved by the Ohio peace officer training commission, and shall have completed at least forty (40) hours of school resource officer training within one year after appointment, in accordance with RC 3313.951(B)(1), and shall participate in ongoing professional development as available, and as recommended by AACSD, which includes training that focuses on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods. The SRO shall receive professional development for the implementation of positive behavior intervention and supports in accordance with O.A.C. 3301-35-15. The SRO shall use physical restraint only as a last resort, and in accordance with Board

Policy, and shall comply with the rules for restraint and seclusion, as set forth in O.A.C. 3301-35-15(D);

(d) The SRO shall perform the duties of a law enforcement officer, and shall render such police assistance and services as AACSD may require for any of its schools to create and maintain safe, secure, and orderly learning environments for students, staff, and the public. The SRO shall coordinate investigative procedures between law enforcement and school administrators, and implement such procedures as needed. The SRO shall wear a law enforcement agency issued uniform at all times. The SRO is not expected or intended to participate in the educational process, but may assist school administrators or teachers upon request in activities which have an educational component. The SRO may investigate disciplinary matters at the request of an administrator, but shall not be involved in imposing discipline. AACSD administrators shall have final decision-making authority regarding all matter of school discipline.

(e) If the SRO determines that there are reasonable grounds for belief that a serious crime or crimes has/have been committed, the SRO shall notify the building principal that the SRO will be conducting a criminal investigation. The SRO has the authority to issue warnings, make arrests, and use alternatives to arrest at his/her discretion while being mindful of the parties' common goal of supporting student success. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical. Unless there is a justifiable reason not to, 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. Administrators, teachers and support staff are to cooperate in the SRO's investigation unless they are the subject of the investigation, in which case they are free to assert any statutory or constitutional protections against self-incrimination. However, AACSD staff members shall not question, interview or interrogate student(s) regarding possible criminal conduct, on behalf of or as agents for the SRO. In the event the SRO determines that there is a need to preserve any AACSD video in connection with the investigation the SRO shall notify the appropriate custodian of records as designated by the District, who shall create a copy of the requested video and maintain it safely pending receipt of a subpoena from a court of record. No body camera will be used by the SRO unless he/she is making an arrest or investigating the commission of a crime, or permission to use the body camera has been granted by the building principal. Once the investigation is complete and has been reviewed by the appropriate official responsible for prosecuting such a matter or matters, a copy of the SRO's report, with appropriate redactions of personal identifying information, shall be made available to the building principal. The principal shall confer with the superintendent to determine if disciplinary action is appropriate. If the SRO investigates a matter which does not appear to involve criminal activity, but rather a violation of school policy or policies and/or behavioral codes, the SRO shall make a written report to the principal of the SRO's findings and conclusions. A copy of the report may be maintained by the Police Division, but shall not be released without redactions of all personal identifiers, including names of minor students, in response to a public records request made to the Division.

(f) The AACSD and the Police Division shall continue to develop standard procedures and protocols for coordinated crisis response, management and prevention through periodic meetings between designated representatives of the parties. The SRO shall attend all such meetings. Either party may request a meeting to discuss changes to crisis management procedures and protocols at any time, and upon request a meeting shall be scheduled within 14

days. Any written record of standard procedures and protocols for crisis response, management and prevention shall not be subject to disclosure in response to a public records request; see Revised Code Section 149.433.

(g) The AACSD shall annually complete a performance review of the SRO and provide the SRO with feedback regarding his/her job performance. The results of this review will be shared with the City.

(h) Nothing in this document shall be construed to prevent the parties from reaching agreement on any other discretionary items determined by the parties to foster a school resource officer program that builds positive relationships between law enforcement, school staff, and the students, promotes a safe and positive learning environment, and decreases the number of youth formally referred to the juvenile justice system.

3. The AACSD shall reimburse the City's cost for providing two (2) officers at regular pay rates and including all usual benefits to each officer, as follows:

<b>EXPENSE</b>	<b>COST</b>	<b>EXPLANATION</b>
Wages	\$ <u>87,460.32</u>	185 days at the officer's contractual hourly rate
Longevity & Uniforms	\$ <u>3,441.20</u>	71% of annual payments
Pension	\$ <u>21,924.44</u>	24.5% of pensionable wages
Mand. Medicare	\$ <u>1,368.62</u>	1.45% of wages including 5% pension pickup
Worker's Comp.	\$ <u>1,789.75</u>	2% of wages and benefits
Life Insurance	\$ <u>108.62</u>	50.68% of annual premium
Health Insurance	\$ <u>20,179.24</u>	50.68% of stipend or cost
<b>TOTAL:</b>	<b>\$ <u>136,272.29</u></b>	

The parties understand and agree that the cost of health insurance is subject to change depending on the officers assigned and their health insurance selection.

4. The City shall consult with the AACSD relative to the officer to be assigned to such duty, and shall give the greatest weight to the AACSD's request in making such assignment.

a. The City shall use its best efforts to have the officer meet the Selection Criteria for School Resource Officers as established by the Ohio School Resource Officers Association.

b. The City reserves the right to assign appropriate substitutes when the regularly-assigned SRO is absent due to illness, vacation, etc.

5. This agreement is subject at all times to applicable state, local and federal laws and regulations and shall be construed accordingly. This agreement may become subject to or be affected by amendments to such laws or regulations, or by new legislation. Any material terms of this agreement which are clearly inconsistent with or invalidated by such amendments or new legislation or which would cause one or both of the parties hereto to be in violation of law, shall be deemed to be superseded by such amendment or new legislation. In such event the parties agree to utilize their best efforts to modify the terms and conditions ply modifications within thirty (30) days after said notice is given, either party may terminate this agreement.

6. This document and all attachments are deemed to be the complete agreement of the parties. Any terms or conditions not contained herein shall be deemed to be void. Any

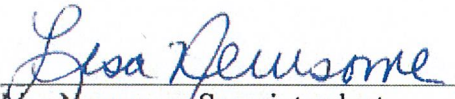


amendment to this Agreement must be made in writing, and signed by duly authorized representatives of both parties.

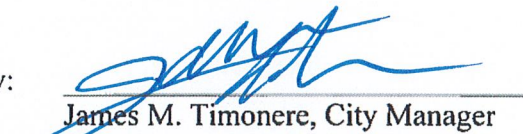
IN WITNESS WHEREOF, the parties have set their hands hereto upon the date(s) written below:

ASHTABULA AREA CITY SCHOOL  
DISTRICT

CITY OF ASHTABULA, OHIO

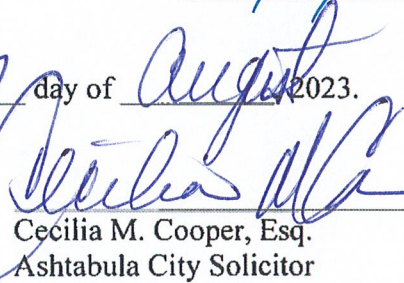
By:   
Lisa Newsome, Superintendent

Date: 6-1-23

By:   
James M. Timonere, City Manager

Date: 8/3/2023

Approved as to legal form and correctness this 7 day of August 2023.

  
Cecilia M. Cooper, Esq.  
Ashtabula City Solicitor