

ORDINANCE NO. 2023 – 48

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH THE PARMA CITY SCHOOL DISTRICT FOR THE IMPLEMENTATION OF A SCHOOL RESOURCE OFFICER AT VALLEY FORGE HIGH SCHOOL, AND DECLARING AN EMERGENCY

WHEREAS, a School Resource Officer (SRO) is a valuable asset to the Parma City School District by providing the first line of defense against violence; and

WHEREAS, SROs help ensure a peaceful environment for teaching and learning; and

WHEREAS, SROs are positive role models and mentor students; and

WHEREAS, presence of an SRO is a powerful element in preventing violence.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is authorized and directed to enter into an Agreement with the Parma City School District for the implementation of a School Resource Officer at Valley Forge High School, in the form as identified as Exhibit “A” attached hereto, and made a part hereof as though fully rewritten.

Section 2: That the Administration is hereby authorized to execute said Agreement and to take such action and to execute such other documents and amendments thereto as may be necessary as approved by the Law Director.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 4: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary to enter into this Agreement by the start of the 2023-2024 school year; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: Aug. 21, 2023 Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen Aug. 21, 23
CLERK OF COUNCIL APPROVED

FILED WITH THE MAYOR: Aug. 21, 2023 M. Gallo
MAYOR MARIE GALLO

EXHIBIT A

School Resource Officer Agreement between the Parma City School District Board of Education and the City of Parma Heights Police Department

This Agreement for the Provisions of Service (the “Agreement”) dated _____, is between the Parma City School District (“District”) and the City of Parma Heights Police Department (“Parma Heights PD”) (collectively referred to as the “Parties”).

Whereas, the Parties agree that a Student Resource Officer (“SRO”) will be a significant benefit to the safety and security of the students, faculty, and the rest of the community at the Parma Heights Valley Forge High School campus.

Whereas, The District wishes to maintain a uniformed peace officer presence on the high school campus during all school days and at other school events as may be requested by the District in advance of such event.

Whereas, the Parma Heights PD will provide the District with a sworn, full-time, and uniformed peace officer at Valley Forge High School beginning September 5, 2023 through June 14, 2024.

Now, therefore, in the consideration of the mutual promises outlined below, the Parties agree as follows:

I. Term of Agreement and Termination

The initial term of this Agreement shall be September 5, 2023 through June 14, 2024. Thereafter, this Agreement will continue school year to school year (August through June), unless and until, either party provides thirty (30) calendar days prior written notice of termination of this Agreement. School Year is defined as when all students are in attendance from August through June as set forth in the School Board approved calendar for any given School Year, plus any such days and events as agreed to in advance by the parties. The District Superintendent or designee shall meet with a representative from Parma Heights PD prior to the commencement of this Agreement and each School Year to develop a mutually agreeable full-time calendar for the SRO to perform shared services at Valley Forge High School. The agreed upon calendar shall be printed and a copy delivered to the assigned SRO, the District, and Parma Heights PD.

Either party may terminate this Agreement upon 30 days written notice, or the parties may agree in writing to a different termination date.

In the event of early termination, the District shall be responsible only for paying the City for any unpaid days worked by the SRO. In the event that this Agreement is terminated early and the District has prepaid for services, Parma Heights PD agrees to reimburse the District any such amounts.

II. Provisions of the School Resource Officer

Parma Heights PD shall assign a sworn, uniformed Parma Heights Police Officer to serve as a SRO for regular, full-time duty at the above listed Parma City School campus throughout each school year of this Agreement (each school calendar year and regular school hours are set by the District administration). The SRO shall possess a minimum of two years of law enforcement experience and have proven positive performance as reflected by prior performance evaluations.

The Chief of Police will assign the SRO to the Parma City School campus on a full-time basis throughout each school year. Pursuant to this contract, the SRO will be assigned to the schools from 185 days: 180 school days and 5 Professional Development days.

The SRO will not be stationed at the school when school is not in session. It is understood by the SRO that vacations will be scheduled by the SRO to occur outside of the school year and/or during regularly scheduled school breaks, unless pre-approved by the Superintendent. Parma Heights PD shall provide the District with a substitute if the SRO is on vacation or absent. Parma Heights PD intends to have a back-up SRO so the District will not be without an SRO, absent extenuating circumstances.

III. Objectives, Duties, and Responsibilities of the SRO for the District Valley Forge High School Campus

A. Objectives of SRO

The District wishes to maintain a uniformed peace officer presence at Valley Forge High School during all school days and at other school events as may be requested by the District to Parma Heights PD in advance of such events; foster a SRO program that builds positive relationships between law enforcement, school staff, and the students; promotes a safe and positive learning environment; and decrease the number of youth formally referred to the juvenile justice system.

B. Duties and Responsibilities of SRO

The SRO shall exhibit a sincere concern for the entire school community, staff, students, and faculty. Because of the daily and immediate contact with the student body and staff, the SRO must be able to exhibit a proactive attitude of respect for students.

1. The SRO shall be visible and accessible in hallways, classrooms, cafeteria, gym, and other student-centered areas, interact and talk with students throughout the school day. Absent an emergency or other

training obligation, the SRO is expected to spend the majority of each day in these student-centered areas to ensure ample time for interaction with students.

2. The SRO shall be cognizant of student behavior patterns and attitudes that may give clues of an impending situation that could be potentially dangerous. Promptly notify the proper school staff or administrative team and be ready, if necessary, to intervene.
3. The role of the SRO is not to be a disciplinarian. Refer all complaints, misconduct, or infractions of School District policy, including but not limited to sexual harassment, bullying, and physical altercations to the school administrative staff immediately.
4. The District understands that the SRO will immediately report suspected criminal conduct to his supervisors in the police department for further action/investigation, if necessary.
5. Emergencies. The District understands that Parma Heights PD may need to recall and re-assign the SRO temporarily to other law enforcement responsibilities in the event of an emergency requiring the SRO's presence.

C. Supervision and Chain of Command for the SRO

1. Employment: The SRO is at all times an employee solely of the City of Parma Heights Police Department; subject to Parma Heights PD's control and supervision. The SRO will be subject to current policy and procedures in effect for the position through the Parma Heights Police Department, including attendance at authorized trainings. It is understood that the SRO has no rights under the District's employment, retirement, or personnel rules.
2. Supervision: Responsibility for the SRO's conduct, both personally and professionally, will remain with the Parma Heights Police Department at all times. The SRO will be under the direct supervision of the Parma Heights Police Department, subject to the Police Department chain of command, at all times. In order to resolve any day-to-day operational concerns that may arise, the SRO and District administration shall meet on a regular basis to discuss current issues, SRO duties, and responsibilities. Should these meetings fail to resolve an issue, the SRO and District administrators may, at any time, report any issues of concern to the SRO's Parma Heights Police Department supervisor or Chief of Police.
3. Training: The Parma Heights Police Department shall provide all appropriate training for the SRO prior to and in conjunction with the completion of the SRO's duties. The District understands that the SRO will be required to attend periodic departmental training. In addition to the Parma Heights Police Department provided training, the District may require, at the District's cost, the SRO to participate in training on or off-site relevant to the SRO's role and responsibilities in the District during the contract year on days in which students are not in attendance or as otherwise mutually agreed upon between the SRO and the District

administration. The parties agree that the SRO is subject to all training requirements pursuant to Ohio Revise Code 3313.951(B)(1)(b).

4. Protocol for Handling Suspected Criminal Activity and School Discipline.
 - i. The administration of student discipline, including student code of conduct violations and student behavior, is the responsibility of District administrators, unless the violation or misbehavior involves criminal conduct.
 - ii. The SRO is generally not involved in investigating school rule violations unless the violation or misbehavior involves criminal conduct.
 - iii. The SRO will not respond to or be responsible for requests to resolve routine disciplinary problems involving the students.
 - iv. The SRO shall nonetheless report any violations of school discipline policies and practices to an appropriate District administrator.
 - v. The SRO must differentiate between school disciplinary issues and potential criminal actions and respond appropriately.
 - vi. The SRO shall not use a physical restraint device, such as handcuffs, on a student unless the student is being placed under arrest for referral to the criminal justice system and/or the students poses a serious risk of harm to him/herself or others.
5. Requirement for Coordinated Crisis Planning/Updating of School Crisis Plans. The District Superintendent and/or designee and the Parma Heights PD and the SRO shall meet in person on at least one occasion each School Year to review, discuss, evaluate, and propose revisions to any and all aspects of the District's current school safety and school crisis plans. The outcome of such meetings shall be memorialized for review at subsequent meetings aimed at coordinated crisis planning. Parma Heights PD, its designee, or SRO will make any policies or procedures for the District.

D. Selection Process of SRO

1. Vacancies. Whenever a SRO position is open, the Chief of Police will notify officers of the Parma Heights Police Department of the SRO program details. Police Officers may indicate their interest in serving as SRO in a manner prescribed by the Chief of Police.
2. Selection. The Chief of Police and/or the Chief's designee(s) and the Parma City School District administrative team and/or their designees (collectively referred to as the "Evaluation Team") shall interview the candidates for the SRO position. In the event that more than three officers apply, the Chief of Police will select the top 3 qualified candidates from the pool of applicants to be interviewed. The Evaluation Team will meet with the Chief of Police following the

completion of the interviews to provide input and a recommendation for the candidate to be assigned as the SRO.

3. Authority of the Chief. The Chief of Police will have final authority to select and fill the vacancy of the SRO, in consultation with the District. The selection of the SRO will comply with the provisions of this Agreement and the Collective Bargaining Agreement in place with the Police union. The District understands that the City of Parma Heights must comply with the provisions of the Collective Bargaining Agreement between the City and the Police union.

E. Requested Reassignment of the current SRO Officer

1. If at any time the District feels that the SRO is not adequately performing the functions of the position or that the SRO is unable to appropriately support or further the mission of the District, the District may request a change in SRO by addressing such request in writing to the Chief of Police. The Superintendent and Chief of Police shall meet to discuss the reasons for the request. The request shall not be unreasonably denied.
2. Parma Heights PD shall promptly inform the District if the SRO is arrested and/or subject to discipline or investigation for misconduct of any nature, whether on or off-duty. Based upon the information from Parma Heights PD, the District may request another officer assigned as SRO pending the outcome of the investigation or discipline.

IV. Compensation

The District will reimburse the City for 70% of the total annual costs of a Parma Heights Patrol Officer, which percentage represents the approximate number of workdays the SRO is expected to be stationed at the school, together with the full overtime compensation paid to the SRO for any activities attributable to the duties the SRO performs under this Agreement. Reimbursements will be payable in arrears in four quarterly installments upon presentation of an invoice presented to the District. The reimbursement will remain fixed at 70%, but the amount will be adjusted depending on the compensation of a Parma Heights Police Patrol Officer's total compensation (such as increase of wages, medical insurance, and mandatory retirement contributions).

Grant Compensation. Parma Heights PD agrees to apply, as a credit against any outstanding amount due from the District during the School Year covered by this Agreement, one hundred percent of the Drug Use Prevention grant – or any other federal or state grant related to student safety, school safety, drug, alcohol, or crime deterrence and/or prevention or school resource officer training and services – that it receives during the School Year covered by this Agreement.

The Parma City School District shall make payments to the City of Parma Heights no more than 30 days after submission of the invoice by the City of Parma Heights.

V. Confidentiality

The SRO may be provided with records and information as permitted by state and District policy. It is the SRO's responsibility to maintain the integrity of the position and hold confidential information in high regard. Student files and records containing personal information about a student must always be regarded as confidential information. The SRO shall not remove any student records from the City of Parma Schools' campus. The SRO must be familiar with and comply with the student privacy laws, including the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C.A. § 1232g) and the Ohio privacy laws (ORC § 3319.321 and ORC Chapter 1347), as applicable. The District understands that the City of Parma Heights and the SRO are subject to Ohio Public Records laws, including but not limited to ORC 149.43.

VI. Acceptance of Responsibility

The District and Parma Heights PD agree that nothing in contained in this paragraph shall operate as and/or be interpreted to be a waiver of either party's respective sovereign immunity pursuant to state and federal law. The District, to the fullest extent permitted under applicable law, shall be responsible for any and all personal injury and property damage which is attributable to the actions or omissions of its employees acting within the scope of their employment. Parma Heights PD, to the fullest extent permitted under applicable law, shall be responsible for any and all personal injury and property damage which is attributable to the actions or omissions of its employees acting within the scope of their employment.

Insurance. The District will maintain, at its own expense, insurance in the form of a comprehensive general liability policy. Parma Heights PD is covered under the insurance for the City of Parma Heights.

VII. General Provisions

A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreement or understandings.

B. Amendment. The Parties may change the terms of the Agreement only by mutual agreement reduced to writing. Any other purported change is not effective.

By their authorized signatures below, the Parties agree to the terms of this Agreement:

Parma City School District

Parma Heights Police Dept.