

RESOLUTION NO. 2021-23
INTRODUCED BY: Mayor Bodnar

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

WHEREAS, in 2018, the Mayfield City Schools determined that it had 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 entered into 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 continue the School Resource Officer Program and to renew the School Resource Officer Memorandum of Understanding with the Mayfield City Schools for the 2021-22 school year.

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 continue the School Resource Officer Program and authorizes the Mayor to execute the School Resource Officer Memorandum of Understanding with Mayfield City Schools for the 2021-2022 school year in the form attached hereto as Exhibit A.

SECTION 2. The Council of Mayfield Village does hereby approve and authorize the Village to obligate any funds required for the School Resource Officer Program 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 2021-2022 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.



STEPHEN SCHUTT
Council President

First Reading: July 19, 2021

Second Reading: _____, 2021

Third Reading: _____, 2021

PASSED: July 19, 2021



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 _____, 2021 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 continue 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, in 2018, the parties entered into a Memorandum of Understanding to formalize their existing arrangement to provide a full time SRO at Mayfield High School, and their agreement to provide a full time SRO at Center Elementary School; and

Whereas, the parties have entered into subsequent Memorandums of Understanding since 2018 and desire to continue this arrangement for the 2021-2022 School Year.

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 two SROs (exclusive of overtime) for the term of this agreement (10 months) is \$258,627.89. Mayfield Schools shall pay to the Village one-half of said amount in accordance with the calculation and payment schedule set forth below:

Cost of salary and benefits for two SROs, August – December 2021:	\$127,330.74
Cost of salary and benefits for two SROs, January – May 2022:	<u>\$131,297.15</u>
Cost for two SROs for 2021-2022 School Year:	\$258,627.89

Cost to Mayfield Schools for the 10-month term of this agreement (50% of \$258,627.89)	\$129,313.94
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Payment schedule: Mayfield Schools shall pay to the Village \$129,313.94 in ten (10) equal installments of \$12,931.39 on or before the 1st day of each month beginning in August 2021 and concluding in May 2022.

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 thirty (30) days of the invoice.

V. TERM

The term of this MOU shall be from August 1, 2021 through May 31, 2022. 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.


VII. TOTAL AGREEMENT

This MOU constitutes the entire agreement of the parties and shall be governed by the laws of the State of Ohio.

The parties have executed this MOU in triplicate originals.

MAYFIELD VILLAGE


MAYFIELD SCHOOLS

By: 
Brenda T. Bodnar
Mayor

By: _____
Dr. Michael Barnes
Superintendent

And: 
Stephen Schutt, Council President

APPROVED AS TO FORM:


Anthony J. Coyne, Law Director
Mayfield Village

CERTIFICATION OF FUNDS

I hereby certify that funds required to meet Mayfield City Schools financial obligation or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation outstanding.

Scott C. Snyder
Treasurer, Mayfield City Schools