



Upper Arlington Schools

1950 North Mallway Drive • Upper Arlington, Ohio 43221 • 614.487.5000 • 614.487.5012 (fax)

June 9, 2020

Ben Underwood

Via Email: ben.underwood@uagoldparty.org

Dear Mr. Underwood:

Please see enclosed documentation for the request dated June 6, 2020.

Sincerely,

Andrew L. Geistfeld

Treasurer/CFO

06/09/2020

**AGREEMENT BETWEEN THE CITY OF UPPER ARLINGTON AND THE UPPER ARLINGTON CITY
SCHOOL DISTRICT TO PROVIDE A SCHOOL RESOURCE OFFICER**

- WHEREAS,** it is mutually beneficial to all parties for Upper Arlington Police Officers to be assigned as School Resource Officers to schools within the Upper Arlington School District; and
- WHEREAS,** the Upper Arlington Police Division recognizes and supports the need for safe and secure schools and a safe academic learning environment for community youth; and
- WHEREAS,** the mission of the School Resource Officer program is, through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts and the community's social service organizations, to strive to assist the schools with providing a safe and secure school environment; and
- WHEREAS,** the City of Upper Arlington and the Upper Arlington City School District have entered into a Memorandum of Understanding, executed December 12, 2013, to establish the objectives and administrative framework of the School Resource Officer function; and
- WHEREAS,** the Upper Arlington City Council has authorized the City Manager, Finance Director, and City Attorney to take such action and execute all documents necessary to enter into, implement, and administer the School Resource Officer Memorandum of Understanding and an eventual Agreement, that are not substantially inconsistent with Upper Arlington Ordinance Number 94-2013;
- WHEREAS,** the Upper Arlington City School District Board of Education approved the Memorandum of Understanding on January 13, 2014;

NOW THEREFORE, the City of Upper Arlington ("the City") and the Upper Arlington City School District ("the District"), in consideration of the promises set forth herein, which constitute bargained-for and valuable consideration, and intending to be bound thereby, agree as follows:

1. Term and Renewal Options

This Agreement shall take immediate effect upon its execution by both Parties ("Effective Date"), and shall continue in force until December 31, 2014.

This Agreement may automatically be extended for an indefinite number of additional one (1) year terms. The Parties' renewal option will be deemed automatically exercised so long as the City Council and the District Board of Education have appropriated funds to be used in fulfilling the purposes, terms, conditions, obligations, privileges, and rights contained in this Agreement.

2. Relationship of this Agreement to Collective Bargaining Agreement Between City and Fraternal Order of Police

The District understands and agrees that the SRO is an employee of the City and that the SRO's compensation, benefits, work hours, and other terms of employment are governed by the Upper Arlington Administrative Code (Codified Ordinance Chapter 155) and the collective bargaining agreement ("CBA") entered between the City and the Fraternal Order of Police, Capital City Lodge #9, the bargaining unit representing the SRO, as such CBA may be amended, renewed, or replaced from time to time.

The District and the City agree that this Agreement and the SRO Program will at all times be administered in a manner consistent with the terms of the CBA. To the extent that any provision of this Agreement conflicts with any provision of the CBA governing the terms and conditions of the SRO's employment, the CBA shall take precedence.

This Agreement shall have no effect on special-duty officer assignments between the City and the District.

The City and the District agree that the SRO, though an employee of the City, shall be considered a school official for purposes of Board Policy 8330 (relating to the release of student information), to the extent that this policy does not conflict with the terms of the SRO's employment by the City.

3. Cost-Sharing

In consideration of the services provided on behalf of the City by the School Resource Officer (SRO) to the District, the District agrees to pay the City, in money, an amount equal to the cost of 50% of the regularly assigned SRO's:

- a. wages and employer-paid payroll taxes;
- b. annual service credit;
- c. employer pension contributions;
- d. health and dental insurance premium costs;
- e. employer paid life insurance and disability insurance premiums;
- f. worker's compensation premium costs and injury leave costs;
- g. such other payments, reimbursements, or allowances as may be due under the CBA, the Upper Arlington Administrative Code, and/or the Upper Arlington Personnel Rules.

The City and the District will share costs of the SRO's employment throughout the term of this Agreement and any renewal terms. The Parties intend that the SRO will be assigned to work in the District during the academic year, subject to reassignment for emergency or for other reason stated in this Agreement. Outside of the academic year, the Parties intend that the SRO's work assignment will be as directed by the Chief of Police, which may include assignment in the District if requested by District with reasonable notice.

The City understands and agrees that although the City and the District will split the costs of employing the SRO evenly, the City will be responsible for actual payment (i.e., tendering) of wages, applicable taxes, pension contributions, service credits, health and dental insurance costs, and worker's compensation costs.

The City and District agree that the SRO's workweek and overtime eligibility are determined by the terms of the effective CBA. The District agrees that, per the CBA, the SRO will be authorized to work overtime only if such overtime has been authorized at the direction of the Chief of Police. If the District desires that the SRO work overtime, the Superintendent or a designee of the Superintendent shall submit a request for overtime, in writing, to the Chief as soon as possible. If the Chief authorizes the requested overtime, the District agrees to reimburse the City one-hundred percent of the SRO's overtime rate for the overtime worked. The District will not be responsible for reimbursement or cost-sharing of overtime worked by the SRO that is not requested by the District.

The District understands and agrees that the SRO will have the choice of determining single or family health and dental insurance coverage under the terms of the CBA. The District understands and agrees that the SRO will also have the choice between a high-deductible health plan (HDHP) and a preferred provider organization (PPO) health plan so long as these options are offered under the CBA and the

SRO's employment with the City. The District understands that the SRO may choose either plan during open enrollment for each upcoming calendar year. The District understands that the City's HDHP currently includes an employer-paid Health Savings Account (HSA) contribution, and the District agrees to contribute 50% of the employer-paid HSA contribution if the SRO elects coverage under the HDHP.

The District understands and agrees that covered services, deductibles, co-pays, and other elements of the health and dental insurance plans will be determined by the City as provided in the CBA. The District understands that the City is a self-insured entity for health and dental insurance purposes, and therefore the "premium" of coverage is calculated annually based on actuarial determination. In addition, the City maintains a stop-loss insurance policy and pays a premium for that policy, which is established by the carrier. The City's total costs for these "premiums" are allocated equally among covered employees and included in determining the cost of employment for each covered employee. The District agrees that it will contribute 50% of the employer-paid "premium" cost included in the cost of employment of the SRO.

The District understands and agrees that the City is self-insured for workers' compensation purposes, and therefore the "premium" of workers' compensation coverage is calculated based on actuarial determination. The District agrees that it will contribute 50% of this "premium" cost.

The District understands and agrees that step increases included in the CBA and applicable to the SRO are effective January 1 each year.

The City will invoice the District quarterly for its share of the costs of employing the SRO. The quarters will be based upon the calendar year: Q1 being January-March; Q2 being April-June; Q3 being July-September; and Q4 being October-December. Payouts due to the SRO under the CBA, and employer Health Savings Account contributions, if any, will be included in the invoice for the quarter during which such payouts or contributions were disbursed.

Provided, however, that for SRO services provided in Quarters 1 and/or 2 in calendar year 2014, the City will invoice the District for its share of costs of employing the SRO in such quarter, or quarters, on or before June 13, 2014. This invoice will include all costs of the SRO's employment incurred and anticipated from the beginning of Q2 or the SRO's reporting date, whichever is later, through the end of Q2. Any discrepancy between invoiced costs for Q2 2014 and actual costs for Q2 2014 will be settled in Q3 2014.

The City and the District understand and agree that the District's payment under this section shall be calculated based on the balance remaining after all external grant funding for purposes of providing a SRO has been applied to the City's costs of employing the SRO. Any grant funding received by either the District or the City related to the provision of services to the District by the SRO on the City's behalf shall be equally shared by the District and the City.

4. Qualification and Selection of the School Resource Officer

The School Resource Officer (SRO) assigned to the District shall:

- a. hold a current Ohio Peace Officer training certificate;
- b. receive all in-service training offered by the Upper Arlington Police Division;
- c. be CPR certified;
- d. shall have successfully completed a BCII and FBI criminal background check requested by the City;
- e. have received first-aid training; and

- f. have received School Resource Officer training.

The SRO shall be selected by the Chief of Police, or the Chief's designee, in consultation with the School District Superintendent, or the Superintendent's designee. The selected SRO will be required to re-bid for the position after five (5) years, or at an earlier time as designated by the Chief of Police.

Reasonable requests for the assignment of a different SRO by the District will require the Chief of Police and a representative of the District to meet and confer regarding potential replacement of the assigned SRO.

5. Duties of the School Resource Officer

The Chief of Police, in consultation with the Upper Arlington City Schools Superintendent, will determine the duties of the SRO. The SRO's work hours will be as provided in the CBA.

The SRO will report for his/her assigned duty in the District on the Effective Date of this Agreement.

The District understands and agrees that the City reserves the right to reassign the SRO to assist with any emergency as determined by the City. The District further understands and agrees that the Chief of Police may substitute the regularly assigned SRO by assigning another officer with the training required for a SRO.

The SRO's duties will be consistent with the following objectives:

- a. To conduct investigations of cases involving juveniles and to utilize effective alternatives to court whenever possible;
- b. To develop positive relationships between the Upper Arlington Police Division and the school community, including students, staff, parents and community patrons through a consistent, proactive, preventative presence in schools;
- c. To enhance student safety through the enforcement of local, state and federal laws, and school disciplinary policies consistent with the enforcement of those laws and the SRO's primary role as a law-enforcement officer;
- d. To facilitate communication through the sharing of information relating to criminal or legal matters impacting the academic learning environment and the safety of the school community; and
- e. To support educational opportunities in the classroom by providing instruction on the social and individual impact of laws, courts and the police.

The District understands and agrees that it retains primary responsibility for enforcing school disciplinary policies and maintaining order on school premises.

6. Public Announcements

The City and the District agree that any public information announcement or press release regarding the SRO or the SRO Program shall be made only after the content of such public information announcement or press release has been approved by the City Manager and Superintendent, or the respective designees of each.

7. Liability

The District understands and agrees that the City shall not be liable for any actions of the District taken pursuant to, in furtherance of, or relating to this Agreement. The City understands and agrees that the District shall not be liable for any actions of the City taken pursuant to, in furtherance of, or relating to this Agreement, or in relation to the City's employment relationship with the SRO.

The City understands and agrees that the District shall not be liable for any act or omission of the SRO in the performance of the SRO's duties at the District that are directed by the City or are pursuant to City policy, including but not limited to actions filed pursuant to 42 U.S.C. § 1983 or any other claim that may arise as a result of any action or conduct of the SRO.

The District understands and agrees that the City shall not be liable for any act or omission of the SRO in the performance of the SRO's duties at the District that are directed by the District or pursuant to District policy, including but not limited to actions filed pursuant to 42 U.S.C. § 1983 or any other claim that may arise as a result of any action or conduct of the SRO.

The City represents and warrants that it has and shall maintain a policy of insurance against liability for acts and/or omissions of the SRO in the performance of the SRO's duties at the District that are directed by the City or are pursuant to City policy. The City shall name the District as an additional insured on its policy of general liability insurance.

The District represents and warrants that it has and shall maintain a policy of insurance against liability for acts and/or omissions of the SRO in the performance of the SRO's duties at the District that are directed by the District or are pursuant to District policy. The District shall name the City as an additional insured on its policy of insurance.

8. Uniform and Appearance

The Parties understand and agree that all necessary equipment and uniforms will be supplied by the City as provided by the CBA. The Parties agree that normally the SRO will be in the uniform of the day and armed. The standard uniform of the day does not prevent the officer from performing any of the duties of an SRO.

The Parties agree that occasionally, and with supervisory approval, the SRO may wear an approved Police Division "soft" uniform when presenting programs such as personal defense or other programs, which are more suitable to this attire.

9. Termination for Convenience

This Agreement may be terminated by: (a) mutual written agreement executed by authorized agents of each Party; or (b) by either Party, with 60 days' notice, in writing, delivered to the non-terminating Party.

10. Notice of Default; Cure of Default; Termination for Default

If either Party defaults on any of its obligations under this Agreement, then the non-defaulting Party may demand cure of such default by written notice thereof. If the default continues for a period of thirty (30) days after written notice has been given, then the non-defaulting Party may, without further notice and at any time while such default continues, terminate this Agreement and sue for and recover all damages accrued or accruing under this Agreement.

11. Remedies

Except as otherwise limited by Chapter 2744 of the Ohio Revised Code as to action for or against the City, the Parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights contained in or conferred by this Agreement and the enforcement thereof.

12. Notices

Any notice to be served by or on behalf of either Party to this Agreement upon the other Party may be sufficiently served by regular U.S. mail, addressed to the other party at the following respective addresses:

The City of Upper Arlington
Attn: City Manager
3600 Tremont Road
Upper Arlington, Ohio 43221

The Upper Arlington City School District
Attn: Superintendent
1950 North Mallway Drive
Upper Arlington, Ohio 43221

Service of any notice under this Agreement shall be deemed complete upon mailing with sufficient postage to the above-listed addresses.

13. Entire Agreement

This document and the Memorandum of Understanding executed by the Parties December 2, 2013, which is hereby incorporated as part of the SRO Agreement, constitute the entire agreement between the parties. In the event of conflict between the terms of the Memorandum of Understanding and the terms of this document, the terms of this document shall take precedence.

14. Amendment

This Agreement shall not be amended without the express written consent of both Parties, signed by an authorized agent of the City and an authorized agent of the District.

15. Governing Law and Venue

This Agreement shall be construed and governed in accordance with the laws of the State of Ohio. Any dispute arising hereunder shall be litigated in the appropriate courts of Franklin County, Ohio.

16. Waiver

The failure of either Party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part hereof, or the right of such Party thereafter to enforce each and every such provision.

17. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such

provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Headings

The headings and subheadings of the clauses of this Agreement are for convenience and ease of reference only and do not expand or limit the scope of their respective clauses.

19. Authority

The undersigned individuals represent that they are duly authorized to execute this Agreement on behalf of the Parties.

20. Force Majeure

Neither Party shall be liable for any delays or failures in performance due to circumstances beyond its respective control, and which by the exercise of reasonable diligence either party is unable to prevent.

21. Assignment

Neither Party shall assign this Agreement, or any part thereof or any duty, obligation, privilege or right granted herein.

22. Electronic Signature and Counterparts

This Agreement may be executed with signatures delivered by either facsimile or scanned e-mail and copies of such signatures so delivered shall be deemed as originals.

23. Public Records

The Parties acknowledge that each is subject to Ohio Revised Code Section 149.43, otherwise known as the "Ohio Public Records Law." The Parties acknowledge that any and all documents, including but not limited to this Agreement, may be subject to release by either Party pursuant to the Ohio Public Records Law. Each Party waives any claim against the other Party and any of its officers, agents, and employees relating to the release of any document or information pursuant the Ohio Public Records Law.

.(remainder intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this School Resource Officer Agreement:

City of Upper Arlington

Theodore J. Staton
Theodore J. Staton, City Manager

3-19-14
Date

Upper Arlington City School District

Paul W. Imhoff
Paul W. Imhoff, Superintendent

3-19-2014
Date

Andrew L. Geistfeld
Andrew L. Geistfeld, Treasurer/CFO

3-19-2014
Date

Approved as to Form:

Jeannine Hummel
City Attorney

3-18-14