

RESOLUTION NO. 2016 - 80

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO APPROVE AND EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KENT, OHIO AND THE KENT CITY BOARD OF EDUCATION REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM, EXTENDING THIS AGREEMENT UNTIL MAY 25, 2017, AND DECLARING AN EMERGENCY.

WHEREAS, as of May 21, 2014, the City of Kent, Ohio and the Kent City Board of Education agreed to participate in a School Resource Officer program; and

WHEREAS, a Memorandum of Understanding (MOU) between the parties which clarifies the roles of the parties and how the school resource officer will be utilized was executed by the parties; and

WHEREAS, the Kent City Council wants to grant the City Manager the authority to execute a written amendment to the MOU document, which extends the agreement until May 25, 2017; and

WHEREAS, due to time deadlines in the school year process, time is of the essence in signing the MOU.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That the City Manager, or his designee, be and hereby is authorized to approve and execute a written amendment to the MOU with the City of Kent, Ohio and the Kent City Board of Education which adopted a School Resource Officer program, in order to extend the agreement until May 25, 2017, is fully set forth in Exhibit "A", attached hereto and incorporated herein.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this resolution is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: 08/17/2016  
DATE

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MAYOR AND PRESIDENT OF COUNCIL

ATTEST: *Lestie V. Seefried*  
*Interim* CLERK OF COUNCIL

I hereby certify that Resolution No. 2016-80 was duly enacted this 17th day of August, 2016, by the Council of the City of Kent, Ohio.

*Lestie V. Seefried*  
*Interim* CLERK OF COUNCIL

## KENT CITY - KENT CITY SCHOOL DISTRICT MEMORANDUM OF UNDERSTANDING FOR THE SCHOOL RESOURCE OFFICER PROGRAM

This agreement made and entered into between the City of Kent, a municipal corporation, organized and existing by virtue of the laws of the State of Ohio and the Kent City Board of Education by its duly acting and qualified Superintendent, George Joseph.

Whereas the City and the Board are interested in entering into a contract for the establishment of a school resource officer to provide a more complete liaison between the City of Kent Police Department and the Kent City School System in a cooperative effort to prevent crime and crisis and provide safety and a law enforcement presence.

Therefore the parties, each in consideration for the mutual promises and obligations assumed by the other, agree as follows:

1. The Primary Function of the School Resource Officer (SRO) is to act as a liaison between the City's Police Department and the Kent City School District, residents and businesses impacted by the educational institutions through development and implementation of Public Education and Awareness Program: and to maintain a healthy and productive working rapport with intermediate and secondary level students, parents, and school administrators in the capacity of law enforcement education.
2. The Objective of the School Resource Officer (SRO) is to provide and instill a sense of safety through officer presence. The School Resource Officer (SRO) will focus on developing a rapport with students primarily at the Roosevelt High School and Stanton Middle school to create and maintain a safe educational environment for the students, faculty and staff.
3. The Duties of the School Resource Officer shall be assigned to one full time officer of the Kent Police Department. The officer's assignment will be to fulfill the outlined objectives and functions outlined above, to carry out his duties as further outlined in the School Resource Officer Program Manual and carry out the duties governed by the City of Kent and State of Ohio as a certified peace officer.
4. The position of SRO is being funded 100% by the Kent Board of Education, including base pay, overtime (as requested by the schools) and benefits as listed below and as applicable based on the FOP collective bargaining agreement:
  - Longevity Pay (if applicable to the officer)
  - Pension and retirement contributions
  - Merit pay (if applicable to the officer)
  - Medical examinations
  - Holiday pay (for holidays worked by the officer not recognized by the BOE)
  - Uniforms and equipment
  - Group insurance
  - Training specific to this position or as requested by the BOE

The City of Kent agrees to fund the cost of the officer's regular time or overtime on behalf of the City during emergencies, departmental requested trainings or voluntary overtime shifts the officer chooses to work.

**EXHIBIT "A"**

5. The Kent City School's share of expenses for the SRO shall be paid quarterly. At the end of each calendar year quarter (March 31, June 30, September 30 and December 31st.) the City shall send the KCS's an invoice for the costs of the SRO attributable to the KCS's. The invoices shall be payable within thirty (30) days of the date of the invoice. Should the invoice not be paid within the thirty (30) day time period, interest will accrue at five percent (5%) per annum on the balance due beginning on the 31st day after the date of the invoice.

6. The Term of Agreement shall be for one year commencing on the 10 th day of August, 2016 and terminating on the 25th day of May, 2017. Negotiations for a new agreement shall commence no sooner than three (3) months prior to the expiration date of this agreement and no later than two (2) months before the agreement's expiration date.

This agreement may be terminated by either of the Parties upon one hundred twenty days (120) written notice to the other party.

It is understood that the contents of the Kent School Resource Officer Manual shall be agreed upon and made a part of the Agreement as if fully rewritten herein.

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City Manager Dave Ruller  
City of Kent

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George Joseph, Superintendent  
Kent City Board of Education