

**VILLAGE OF YELLOW SPRINGS
RESOLUTION 2022-58**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH
GREENE COUNTY EDUCATIONAL SERVICES CENTER (ESC) FOR CREATION OF A
RESOURCE YOUTH OUTREACH OFFICER PROGRAM**

WHEREAS, The Greene County Educational Services Center (ESC) has identified a need, based both upon federal mandates and upon historical calls to the YSPD for assistance, for a trained professional to serve as a Youth Outreach Officer in their Greene County Learning Center (GCLC) facility; and

WHEREAS, it is the desire of the Village, the ESC and the GCLC to develop a School Resource Officer program which will provide an individual to fulfill the role of Youth Outreach Officer hereinafter referred to as the Youth Outreach Officer (YOO); and

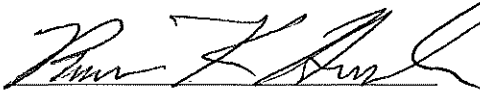
WHEREAS, it is the desire of the Village to provide a police officer to the ESC's Greene County Learning Center ("GCLC") under the management and supervision of the Village Police Department for a youth outreach program; and

WHEREAS, it is the desire of the YSPD, through the YOO program, to foster a relationship of trust and understanding between the YSPD as a whole and the employees and students of the Greene County Learning Center, which serves at-risk and behaviorally challenged youth from both the Village and surrounding communities; and

WHEREAS, the Village and the ESC desire to set forth in this Agreement the specific terms and conditions of the funding of the program and the services to be performed and provided by the YOO in the GCLC;

NOW THEREFORE BE IT RESOLVED by Council for the Village of Yellow Springs that:

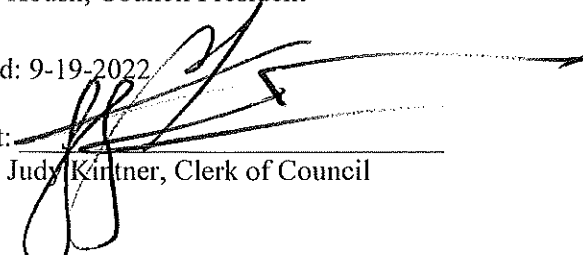
Section 1. The Village Manager is hereby authorized to enter into an Agreement with for the 2022-23 and 2023-2024 academic terms as shown or in a form substantially similar to the terms outlined in Attachment A ("School Resource Officer Agreement").



Brian Housh, Council President

Passed: 9-19-2022

Attest:



Judy Kirtner, Clerk of Council

ROLL CALL: Housh ___Y___

Stokes ___Y___

MacQueen ___Y___

Brown ___N___

DeVore Leonard ___N___

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **Village of Yellow Springs**, (hereinafter referred to as the “Village”) and the **Greene County Educational Service Center** (hereinafter referred to as the “ESC”).

WHEREAS, it is the desire of the Village and the ESC to develop a School Resource Officer program hereinafter referred to as the Youth Outreach Officer or YOO; and

WHEREAS, it is the desire of the Village to provide a police officer to the ESC’s Greene County Learning Center (“GCLC”) under the management and supervision of the Village Police Department for a youth outreach program; and

WHEREAS, the Village and the ESC desire to set forth in this Agreement the specific terms and conditions of the funding of the program and the services to be performed and provided by the YOO in the GCLC;

NOW, THEREFORE, the parties, in exchange for and in consideration of the mutual promises and covenants contained herein agree as follows:

ARTICLE I – GOALS AND OBJECTIVES

It is understood and agreed that the Village and the ESC share the following goals and objectives with regard to the YOO in the GCLC:

- A. improve safety and security in the GCLC;
- B. foster educational programs and activities that will increase students’ knowledge of the law and the function of law enforcement agencies;
- C. encourage the YOO to attend extra-curricular activities held at the GCLC, when possible, such as meetings, athletic events and concerts;
- D. act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses in the school, such as; disorderly conduct by trespassers, the possession and use of weapons on school property, the illegal sale and/or distribution of controlled substances on school property, and student assaults;
- E. report serious crimes that occur on GCLC property and to cooperate with law enforcement officers in their investigation of crimes that occur on school property; and
- F. cooperate with law enforcement officials with their investigation of criminal offenses which occur away from school property, but involve issues related to the GCLC.
- G. Provide services to the GCLC year-round, including training, mentoring, student groups and programs, and other services during the summer.

ARTICLE II – EMPLOYMENT OF THE YOUTH OUTREACH OFFICER

- A. The YOO shall be employed by the Village as a regular member of the Department of Police. The Village agrees to provide a YOO with full SRO training. The SRO shall be an employee of the Village, and shall be subject to the administration, supervision and control of the Department of Police of the Village, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- B. The YOO shall satisfy the following requirements:
 - 1. At the time of appointment as YOO, they shall have satisfactorily completed a basic training program approved by the Ohio peace officer training commission.
 - 2. Within one (1) year after appointment as YOO, they shall satisfactorily complete at least forty (40) hours of school resource officer training, as approved by the Ohio peace officer training commission and compliant with the requirements set forth in Ohio Revised Code 3313.951.
 - 3. The YOO shall have a basic understanding of child and adolescent development, commensurate with the age of the students with which the YOO is intended to interact on school premises pursuant to this Agreement.
 - 4. While this Agreement remains in effect, the YOO shall attend annual training, approved by the ESC, which focuses on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods.
- C. The Village agrees to provide and pay YOOs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Village, including but not necessarily limited to sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, medical/hospitalization insurance, pension costs, and Medicare. The YOOs shall be subject to all other personnel policies and practices of the Village except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- D. The Village, in its sole discretion, shall have the power and authority to hire, assign, discharge and discipline the YOO. Assignment of individuals to serve as a SRO at the ESC shall be subject to the approval of the ESC.
- E. To the extent funds are subsequently available and are properly appropriated and certified for that purpose, the Village shall hold the ESC free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by the YOOs, and for all claims, suits or causes of action arising out of allegations of specific wrongdoing or misconduct by the YOOs such as claims of a civil rights violation under federal law. To the extent funds are subsequently available and are properly appropriated and certified for that purpose, the ESC shall hold the Village harmless and indemnify the Village from any and all claims, suits or causes of action arising out of the normal operation of the schools, including claims resulting from damage to property or injury to person caused by a third person not a party to this Agreement.

- F. One part-time YOO shall be assigned to service the GCLC. The hours will be agreed upon in writing between the Yellow Springs Chief of Police
- G. In the event the YOO is absent from work, the SRO shall notify both their supervisor in the Department of Police as required by the policies of the Village, and the principal of the GCLC , or provide notice as otherwise agreed by the parties.

ARTICLE III – DUTIES AND WORKING CONDITIONS

- A. While the primary role of the YOO will be that of a law enforcement officer, they shall also fulfill the additional roles of counselor, instructor, and community liaison.
- B. With consideration to the primary role of the YOO being that of a law enforcement officer, the YOO will take no enforcement action in matters of discipline such as but not limited to code of conduct violations, violations of school rules and procedures, and any other matter non-criminal in nature. The YOO will support school staff in handling non-criminal matters but must consider the legalities of doing so in a case-by-case basis.
- C. The YOO shall wear a uniform and operate a marked YOO vehicle while on duty unless otherwise authorized. One purpose of the SRO is to provide a visible deterrent to crime and a positive representation of the Village's Police Department to students and staff.
- D. The YOO shall also assist the GCLC administration with training in law enforcement and related matters. The YOO shall distribute information about crime trends and changes in law relevant to schools to GCLC's administrative staff to assist them in effectively establishing and maintaining a safe school environment. The YOO shall provide input and assistance to the GCLC with respect to its crisis and emergency management plans, as appropriate.
- E. The YOO will be assigned to the GCLC year round, and will provide training, mentoring, student groups and programs, and other services during the summer.
- F. A critical element of the SRO program is an open relationship and strong communication between the building Principal and the YOO. The YOO shall meet weekly or more frequently if necessary, with the Principal for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern, which have potential for disruption in the GCLC or within the community.
- G. The YOO's assigned school building(s), grounds, and surroundings will be the equivalent of the YOO's patrol area, and they shall assume primary responsibility for handling all calls for service and coordinating the response of other police resources to the school.
- H. The GCLC shall provide workspace for the YOO. The YOO will have access to a photocopier, computer, and other equipment as needed. The YOO shall have access to the Internet, but will follow the guidelines set forth in any applicable acceptable use policy.
- I. The YOO shall be subject to all rules, policies, and administrative guidelines of the GCLC.
- J. As an employee of the Village, the YOO shall continue to report to the Chief of the

Yellow Springs Department of Police. However, with respect to all work performed in their role as YOO, the YOO shall report to the Principal(s) of the GCLC.

- K. The YOO shall use their professional experience, expertise and discretion to identify non-criminal activity subject to school discipline versus criminal activity subject to legal prosecution. The YOO shall report both suspected criminal and non-criminal activity to the Principal of the building in which such activity is suspected. The Principal shall direct and manage investigations into non-criminal activity according to ESC policies and procedures. Suspected criminal activity shall also be reported to the Chief of the Yellow Springs Department of Police, who shall direct and manage investigations into such activity pursuant to local law and Village policies and procedures. The Principal shall not hinder or interfere with investigations into criminal activity under the supervision of the Yellow Springs Department of Police.
- L. The YOO shall meet with the building Principal and to discuss school safety and law enforcement issues. These meetings shall occur on a monthly basis, or as requested by the Principal, Senior Director of Human Resources, or designee.
- M. The YOO is expected to be familiar with ESC rules, policies, and administrative guidelines and their application. Any questions related to the enforcement of ESC rules, policies, and administrative guidelines should be discussed with the building principal. This specifically applies to general standards of conduct. The Superintendent may request the assistance of the YOO in investigating ESC rule violations. The YOO, in conjunction with the Chief of Police of Yellow Springs, will determine when to participate in such investigations. The following procedures will be adhered to where arrests of students or staff become necessary:
 - Arrests of students or staff during school hours or on school grounds shall be reported to the building principal who will report to the Superintendent as soon as practical.
 - Persons who have been deemed as non-students or those whose presence on school grounds has been restricted or forbidden may be arrested for trespassing.
 - The decision to arrest shall be at the sole discretion of the YOO, but will be discussed with the principal who will report to the Superintendent whenever practical, with the exception of an active arrest warrant.
 - The YOO shall make every effort to make each arrest in a manner as to provide the minimal disruption to school operations.
 - The YOO shall make notification to a juvenile offender's parents/guardian in accordance with Yellow Springs Department of Police Standard Operating Procedures.
- N. It is agreed that the YOO shall not transport students in his/her vehicle except:
 - When the student is a victim of a crime, under arrest, or some other exigent circumstances exist;
 - When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent/guardian has refused or is unable to pick up the student within a reasonable time period;

- It has been determined that the student's parent/guardian is at the destination to which the student is being transported.
- O. The duties outlined in this Agreement are not exhaustive. The SRO may have additional duties as assigned by the Principal, Superintendent, or designee, in cooperation with the Yellow Springs Chief of Police.
- P. The SRO's duty schedule will be agreed to in writing by the Chief of Police and the principal. Whenever possible, the YOO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.
- Q. The YOO shall not be authorized to work overtime unless prior approval of overtime is granted by the Chief of the Yellow Springs Department of Police or their designee and the building principal, and then the principal will report this information to the Superintendent.

ARTICLE IV – FUNDING

- A. The ESC agrees to reimburse the Village a sum equal to 100% of the total employment costs of the YOO for all hours worked in the capacity of YOO. It is expected that the YOO will work 32.5 hours of every 80 hours in a two-week period in the capacity of YOO. At this inception of this Agreement that cost will be \$4,343.09 quarterly. That amount is subject to change, at the sole discretion of the Village of Yellow Springs, based on the YOO's then-current salary and cost of employee benefits.
- B. All parties agree that the YOO shall receive the customary and usual salary and employee benefits provided to employees of the Department of Police of the Village.
- C. The ESC agrees to reimburse the Village a sum of \$1500.00 per school year toward the cost of a police vehicle, for a total of \$4500.00 over the term of this Agreement.
- D. The Village will bill the ESC for the cost of the YOO on a quarterly basis, and the ESC shall pay the amount due the Village within 15 days of the receipt of each quarterly bill or statement.

ARTICLE V – TERM OF AGREEMENT

- A. The term of this agreement is for a period of three (3) years, commencing September 1, 2022 and ending on August 31, 2025.
- B. Either party may terminate this Agreement at any time upon 60-days notice for just cause, by mutual agreement, or for no reason. If the ESC terminates this Agreement during a school year, the ESC shall only be required to pay the Village for a pro-rated amount of the annual contract cost reflecting the services actually provided by the YOO.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties here have caused this Agreement to be executed the day and year first written above.

VILLAGE OF YELLOW SPRINGS

By: Josue Salmeron, Village Manager

Date_____

Approved as to form:

Village Solicitor

GREENE COUNTY EDUCATIONAL SERVICE CENTER

By: President

Date_____

By: Treasurer

Date_____