

REVERE LOCAL SCHOOL DISTRICT
Summit County, Ohio

August 14, 2013

Special Meeting @ 5:00 p.m.

REVISED AGENDA

Administration Building

I. CALL TO ORDER – Claudia Hower

II. ROLL CALL

- A. Dana Appel
- B. Claudia Hower
- C. Tom Kelley
- D. Diana Sabitsch
- E. George Seifert

III. AUDIO-VISUAL VENDOR PRESENTATION

IV. EXECUTIVE SESSION

- A. Personnel: To consider the employment or compensation of public employees.
- B. Property: To consider the purchase or sale of property.
- C. Security: To discuss details relative to the security arrangements and emergency response protocols.

V. TREASURER'S AGENDA

A. Contracted Service – School Resource Officer (SRO)

The Treasurer recommends entering into a three-year purchase services contract with Bath Township for the establishment of a full-time SRO patrolman as outlined in the attached MOU and be it further resolved that this contract is subject to a finalized funding agreement with Bath Township and the Village of Richfield under which the cost of the officer is to be split equally between the School District and the listed governmental entities covering the same three-year period and therefore the Board further authorizes the execution of the funding agreement, as stipulated above, by the Superintendent and Treasurer when the funding agreement is approved by the Township and Village. See Attachment T-1 for details.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

VI. SUPERINTENDENT'S AGENDA

Certificated/Licensed Personnel

A. Certificated/Licensed New Hire – 2013/2014 Contract Year

It is recommended that the Board of Education approve the following new hire beginning with the 2013 – 2014 school year:

Kimberly Keating Grade 5 / BES MA, Step 6 \$58,603.00
Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

B. Administrative New Hire – 2013/2014 – 2014/2015

It is recommended that the Board of Education approve Danielle Starkey as the Assistant Principal of Revere Middle School beginning with the 2013 – 2014 school year. The contract will be for a two-year period (8/1/13-7/31/15) with compensation at \$73,000.00 in the first year.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

C. Change of Employment – 2013/2014 Contract Year

It is recommended that the Board of Education approve Jeanne Sutter, Kindergarten HES, as a full-time Kindergarten teacher (two half-days) beginning with the 2013 – 2014 school year.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

D. Certificated/Licensed Resignation

It is recommended that the Board of Education approve the resignation of Tara Breedlove, Speech and Language Pathologist HES, effective immediately.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

E. Salary Increases Due to Additional Education – 2013/2014 School Year

It is recommended that the Board of Education approve the following salary increases due to additional education:

Dawn Cancelliere / Grade 7 RMS	BA+30, Step 6	\$54,248.00
Cari Gaskin / Intervention Sp BES	MA+15, Step 9	\$67,505.00
Robert Pierson / Art RHS	MA+15, Step 13	\$77,132.00

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

F. Long Term Substitute Teacher – 2013/2014 School Year

It is recommended that the Board of Education approve Anastasia Bohush as the long term substitute for Samer Rinehart (grade 2 teacher) during Mrs. Rinehart's previously approved LOA. Effective date is August 20, 2013 with an projected end date on or about September 23, 2013.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

Classified Personnel

A. Classified New Hire – 2013/2014 Contract Year

It is recommended that the Board of Education approve Ashley Elias as a 7-hour Intervention Instruction Assistant (Volunteer Coordinator/IAT Coordinator) at RHS effective 8/20/13 at Step 0 for \$12/21 per hour.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

B. Classified Leave of Absence (LOA)

It is recommended that the Board of Education approve an unpaid LOA/FMLA for Chris Trettel, Custodian BES, effective August 9, 2013 with an estimated return to work in three to four months per provisions of the current OAPSE negotiated agreement.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

Other Business

A. Release of Transportation Liability to Woodridge Local Schools – St. Hilary Student

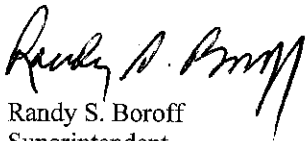
It is recommended that the Board of Education release transportation liability to Woodridge Local School District for a.m. and p.m. transportation of the student listed below effective August 26, 2013.

Katherine Bozzelli / 2186 Rickel Drive, Akron, 44333

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

VII. ADJOURNMENT

Respectfully Submitted,



Randy S. Boroff
Superintendent

New Document

Memorandum of Understanding
Between
Bath Township, Summit County, Ohio
And
Revere Local School District

This AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the Bath Township Board of Trustees, Summit County, Ohio and the Revere Local Schools.

WHEREAS, the purpose of this document is to establish a School Resource Officer (SRO) Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and the SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate; and

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements.

WHEREAS, the signatories agree as follows:

I. Role of the School Resource Officer

- A. The mission of the School Resource Officer program is to improve school safety and the educational climate at the school, not to enforce discipline.
- B. The Superintendent of Schools (or Designee) with input from the Building Principals shall determine the deployment of the SRO and shall participate in a performance review of the SRO.
- C. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate and approved by the Superintendent (or Designee) of Schools..
- D. The SRO shall submit a monthly activity report to the Superintendent of Schools, building principals and Chief of Police. The report shall include descriptions of all incidents or calls for service; names of students and/or staff involved; student searches; arrests; citations and/or summons issued; and other referrals to the juvenile justice system.
- E. Absent a real and immediate threat to student, teacher, or school safety, and absent the situations described herein where formal law enforcement intervention is deemed

appropriate, The Superintendent of Schools in concert with the building principals shall have final authority in the building.

- F. SROs are responsible for criminal law issues, not school discipline issues.
- G. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including disorderly conduct; profanity; and fighting that does not involve physical injury or a weapon, shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention.
- H. Building principals and the Superintendent (or Designee) shall be consulted prior to an arrest of a student when practicable.
- I. The student's parents or guardian shall be notified of his or her arrest as soon as practicable.

II. Student Rights

- A. Absent a real and immediate threat to student, teacher, or public safety, a SRO may participate in a search of the student's person, possessions, or locker only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense.
 - 1. The SRO shall inform school administrators prior to conducting a probable cause search when practicable.
 - 2. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
- B. Absent a real and immediate threat to student, teacher, or public safety, a SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights and informing parents. Miranda is necessary only in custodial interrogations.
- C. Strip searches of students by SROs are prohibited.
- D. Absent a real and immediate threat to student, teacher, or public safety, other physically invasive searches by an SRO shall not be conducted on a student.
- E. Absent a real and immediate threat to student, teacher, or public safety, a SRO shall not use physical force or restraints on a student.

III. Transparency and Accountability

A. The Bath Police Department will maintain annual data documenting the following:

1. Number of criminal arrests on school grounds, broken down by school, offense, arrestee's age, race, sex, and disposition.
2. Number of reportable criminal offenses broken down by the FBI UCR classifications.
3. Policies governing the SRO program.
4. Budget information for the SRO program.
5. Training materials for the SROs.
6. Number and types of complaints filed on the SRO. Bath Police Department General Order 208, Complaints Upon Department Members, will be the protocol followed in investigating complaints on the SRO.

IV. School Resource Officer Training

- A. The SRO is required to complete the Ohio School Resource Officer Association basic training class or its' equivalent.
- B. The SRO is required to attend all mandated Bath PD trainings, i.e., firearms requalification, first-aid/CPR, legal updates.
- C. The SRO is required to attend the annual Ohio Association of Chiefs of Police School Safety conference.
- D. The SRO is required to attend all trainings mandated by Revere Local Schools for school staff regarding school safety and discipline.

V. Duty Hours

- A. The SRO work week will normally coincide with the Revere Local School's adopted calendar but may be altered by the Superintendent (or Designee) based upon other activities outside of the school day which require coverage. Specific SRO duty hours shall be set by the Superintendent (or Designee) under consultation with the Bath Police Department Chief of Police. The SRO shall be assigned to the School District during the summer when school is out of session based upon scheduled activities and as mutually agreed upon by the Superintendent (or Designee) and the Bath Police Department Chief of Police.

- B. The SRO will not be scheduled for more than a forty hour work week. However, the SRO would be eligible for overtime compensation when supplementing staffing needs at the Bath Police Department, or attending required activities on behalf of the Revere Local Schools. For overtime work related to patrol staffing with the Bath Police Department, such costs for overtime wages and benefits shall be itemized and paid by Bath Township and will be scheduled through mutual agreement between the Bath Township Chief of Police and the Superintendent of the Revere Local Schools. Overtime associated with activities for the Revere Local Schools shall be itemized and paid separate and apart from this agreement by the Revere Local School District. When employment relates to Revere Local School activities typically offered to other members of the Bath Police Department, the SRO will not be paid overtime for such work. Rather, the SRO will be paid as an independent contractor at the approved rate of pay for Bath Police Department extra details. The SRO will be paid the same rate as other officers for the off duty part time work.
- C. During periods of time when the Revere Local Schools are closed for vacation or holidays the SRO will report to the Bath PD 0700-1500 hours tour of duty. The SRO will be provided an assignment as determined by mutual agreement between the Chief of Police and Revere Local School District.
- D. The SRO's work hours may be adjusted for special events scheduled at the schools in the evening or on weekends.
- E. The SRO is allowed a thirty minute lunch break every eight hour tour of duty.
- F. Hours spent by SROs attending Juvenile Court arising out of criminal cases from their employment as a Revere SRO shall be counted toward their forty hour work week.
- G. The SRO shall notify the Bath Police Department OIC The Superintendent of Schools (or Designee), and Revere High School Principal when reporting off due to illness, family emergency, or jury duty. In cases of extended absence (greater than five days) the Bath PD Chief of Police will assign a replacement to the SRO position. In the event of the SRO's extended absence in excess of 30 days due to illness, incapacity or any other event not originally contemplated, the parties to this memorandum will endeavor to find a replacement but without a mutually agreed upon or available candidate may choose to terminate the same in its entirety. The parties may develop a process through which a replacement SRO would be selected. Amounts held in escrow with Bath Township for wages and benefits for the SRO position would be maintained under the same terms and conditions as established in the funding commitment.
- H. The Bath Police Department Chief of Police may order the SRO to leave their school assignment in the event of an emergency. The time away from the SRO duty will be compensated by Bath Township. A reasonable effort will be made in notifying the Superintendent (or Designee) of such change in assignment.

VI. Chain of Command

- A. As employees of Bath Township, SROs shall follow the chain of command as set forth in the Bath Police Department General Orders. SROs shall coordinate and communicate with the Revere Local Schools administration and Principals on a daily basis.

VII. Uniforms and Equipment

- A. SROs will be guided by the Bath Police Department General Order 202, Uniforms, Appearance, and Equipment. The SRO is expected to wear the uniform of the day as prescribed in the order. The SRO may also have a bicycle officers uniform and equipment supplied by the Revere Schools along with the proper training in bicycle policing paid for by the Revere Schools. All purchases of equipment or supplies for which the School District is responsible shall first be approved by the District Treasurer's Office as evidenced by an approved Purchase Order.

VIII. Police Vehicle

- A. The SRO shall utilize a marked Bath PD cruiser during his tour of duty. The SRO may also be equipped with a special vehicle by the School district equipped with communication to the police department. .

IX. Access to Educational Records

- A. The SRO will be guided by FERPA and Revere Local Schools policy.

X. Funding

- A. For and in consideration of the Bath Township Trustees providing the SRO program as described herein, the Revere Local School District agrees to reimburse Bath Township as specified in the Funding Commitment Letters, from The Village of Richfield, Bath Township and the Revere LSD, which shall all be attached to this agreement and incorporated herein. The District shall be responsible for any overtime accrued in the performance of the SRO's duties that was previously authorized by the District or was accrued due to an unanticipated event outside of the control of the SRO. The compensation formula as defined in the Funding Commitment Letter, shall be paid by the Revere Local School District to the Bath Township Fiscal Officer in twelve monthly installments on or about the first day of each calendar month, or such arrangements as approved by the parties.

The Bath Police Department is currently pursuing a USDOJ COPS grant for purposes of additional funding of the SRO position. This grant, if approved, will provide for a 52 federal share reimbursement for salary and benefits of the proposed SRO for a three year period. In the event the Bath Police Department is successful in receiving the COPS grant, the remaining 47.5% local share balance shall be divided in the same proportionate share as listed in the funding commitment letters to be attached herein.

The SRO's wages and benefits are determined by a labor contract negotiated by the Fraternal Order of Police-Ohio Labor Council and Bath Township. Future wage and benefit increases will be negotiated through the Fraternal Order of Police- Ohio Labor Council and Bath Township.

XI. SRO Selection

- A. The Bath Police Department Chief of Police shall have the right to select the police officer to be assigned to the School Resource Officer program. **The Superintendent of Schools shall interview and approve the police department's candidate prior to assignment.**

XII. Duration of Governance Document

- A. This Governance Document shall become effective on _____, 2013 and remain effective until _____, 2015, whereupon it must be reviewed by all signatories or their successors before being renewed.
- B. A signatory may terminate the Governance Document by serving written notice to all other signatories at least thirty days in advance of such termination. A termination by a signatory shall eliminate the presence of the School Resource Officer at Revere Local Schools.

Signed on this _____ of _____, 2013.

Superintendent, Revere Local Schools

CFO/Treasurer, Revere Local Schools

Bath Township Trustee

Bath Township Trustee

Bath Township Trustee