

Village of Mantua, Ohio
RESOLUTION 2015-18

A RESOLUTION AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT WITH THE CRESTWOOD LOCAL SCHOOL DISTRICT RELATING TO THE SCHOOL RESOURCE OFFICER FOR TEN YEARS BEGINNING WITH THE 2015-2016 SCHOOL YEAR.

WHEREAS, this Council has previously authorized an Agreement with the Crestwood School District relating to the provision of a School Resource Officer; and

WHEREAS, The Safety Committee has recommended that said Agreement be renewed for a term of ten years prior to the start of the next school year.

NOW THEREFORE, be it Resolved by the Council of the Village of Mantua, Portage County, Ohio, a majority or more of the members elected thereto concurring, that:

SECTION 1: the Mayor and the Chief of Police are hereby authorized and directed execute a ten-year School Resource Officer Agreement with the Crestwood Local School District in substantially the same form as "EXHIBIT A", attached hereto and incorporated herein by reference

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is hereby declared to be an emergency measure, in order to permit negotiation of the terms of the 2014-2015 School Resource Officer Agreement at the earliest possible time, and shall take effect immediately upon the affirmative vote of two-thirds of the members of the Mantua Village Council.

PASSED in Council this 21st day of April, 2015.

ATTEST:

Linda Clark, Mayor

Jenny August, Clerk of Council

I hereby certify the above Resolution was posted at the five public notice locations in the Village of Mantua, Ohio on _____.

Jenny August, Clerk of Council

Approved as to Legal Form:

Michele A. Stuck, Solicitor

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“EXHIBIT A”

**AGREEMENT BETWEEN THE VILLAGE OF MANTUA
AND THE CRESTWOOD LOCAL SCHOOL DISTRICT
FOR A SCHOOL RESOURCE OFFICER**

WHEREAS, the Crestwood Local School District, Portage County, Ohio desires to have a School Resource Officer stationed at Crestwood Local Schools during the school year; and,

WHEREAS, the Village of Mantua, through its Police Department, is willing to provide an officer to perform as a School Resource Officer.

THEREFORE, the parties agree as follows:

1. The Village of Mantua Council agrees to provide a Village of Mantua Police Officer from six (6) hours to eight (8) during the school day at Crestwood Local Schools on site. The officer will be available for additional time as needed during the Officer’s shift.
2. If time is required for the officer to be utilized beyond the officer’s regular eight (8) Hour shift, Crestwood Schools agree to pay time and one half. (Example: An after school event, games, dances, etc.)
3. The Crestwood Local School District agrees to pay for the officer’s specialized training (Example: School Resource Officer Training).
4. The Mantua Police Department will invoice the Crestwood Local Schools District bi-weekly in accordance with the Mantua Village Employee Handbook Chapter 4. Payment to the Village of Mantua shall be made no later than fourteen (14) days after submission of invoice.
5. All records (timesheets, reports, etc.) pertaining to the School Resource Officer will be maintained by the Village of Mantua Police Department in accordance with its policies and procedures.
6. The officer will be governed by all rules, regulations, policies and procedures of the Village of Mantua Police Department.
7. The Village of Mantua Police Department will assist the school district in its efforts to obtain grant funding for the Resource Program.
8. All equipment needed for specific school use in connection with this program will be purchased by the Crestwood Local School District.
9. The Village of Mantua agrees to provide the School Resource Officer with a cell phone to be used in connection with the Resource Program.
10. Resource Officer Applicants will be interviewed by school officials with input from Chief of Police. School district shall select one Officer from the Mantua Police Department who shall perform the duties of School Resource Officer as outlined in Joint Program Manual.
11. The Village of Mantua shall continue all liability insurance with respect to the School Resource Officer while said officer is performing duties at Crestwood Local Schools.
12. The term of this Agreement is for ten consecutive one (1) year terms that are to be annually and automatically renewed without any further action by Mantua or Crestwood, subject to subsections 13

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and 14, herein, relating to the annual increase in compensation payable to Mantua, but is subject to the provisions of Section 15 having to do with termination, and is also subject to Ohio law governing annual appropriations and municipal finance.

13. For the time period commencing on August 1, 2015 and ending on June 30, 2016, the Crestwood Local School District agrees to pay the Village of Mantua \$21.42 per hour for six (6) hours to eight (8) hours per day and any additional time required in the day but not more than 39.5 hours per week. Crestwood shall pay this amount to Mantua. Crestwood will be billed biweekly in accordance with the Mantua Village pay schedule.
14. Commencing on August 1, 2016 and continuing on each August 1st thereafter, the amount of the annual compensation most recently paid for the services set forth in this agreement shall be revised by a multiple of 1.035, with the resulting amount reflecting the hourly compensation to be paid by Crestwood to Mantua for the current school year.
15. This Agreement may be terminated for reason of breach of any of the terms contained herein after notice is given in writing by the non-breaching party with a reasonable period of not less than fourteen (14) days to cure said breach. This Agreement may be otherwise terminated by either party upon ninety days written notice to the non-terminating party.
16. This Agreement shall be governed by, and in accordance with, the laws of the State of Ohio.
17. This Agreement may be modified only by written instrument signed by the parties hereto.
18. This Agreement contains the entire understanding of the Crestwood Local Schools and the Village of Mantua with respect to this matter and supersedes any prior understandings or written or oral agreements between the parties with respect to this matter.

IN WITNESS WHEREOF, the Parties have signed this Agreement the _____ day of _____ 2015.

Crestwood Local School District:

Matthew Sorrick, President

David Toth, Superintendent

Village of Mantua

Linda Clark, Mayor

Jenny August, Clerk/Treasurer

Village of Mantua Police Department

Approved as to Legal Form:

H.W. Buchert, Chief of Police

Michele A. Stuck, Solicitor