

**AGREEMENT BETWEEN AKRON BOARD OF EDUCATION
AND THE CITY OF AKRON
FOR THE DEPLOYMENT OF POLICE OFFICERS IN SELECTED SCHOOLS**

THIS AGREEMENT, entered into and effective as of July 1, 2024, by and between the City of Akron, a chartered municipal corporation, acting by and through its Mayor, hereinafter referred to as the CITY, and the Board of Education of the Akron City School District, hereinafter referred to as the BOARD (each a “Party” and together the “Parties”).

WITNESSETH:

WHEREAS, since 2012 and at the request of the BOARD, the CITY has deployed qualified CITY police officers to certain schools/community learning centers within the BOARD’s district; and

WHEREAS, the CITY and the BOARD desire to continue to provide for the specialized services of qualified police officers (meaning those officers who have successfully met all applicable criminal background check requirements pursuant to Ohio Revised Code 3319.39 through 3319.392 and training requirements pursuant to Ohio Revised Code 3313.951), hereinafter referred to as “School Resource Officers” or “SROs” (“SRO” being the singular) at selected schools and/or community learning centers within the BOARD’s district; and

WHEREAS, the CITY is willing to deploy one or more SROs (for a total of up to 14) to each of the BOARD’s selected schools and/or community learning centers and/or programs identified in **Appendix A** of this AGREEMENT, or, in the discretion of the CITY, as may be otherwise requested by the Superintendent or his/her designee on an hourly basis during normal school hours for up to an eight-hour shift; and

WHEREAS, the Parties believe that deployment of SROs will increase safety and support positive relationships between the assigned officers, students, and community members at the selected schools and/or community learning centers; and

WHEREAS, the BOARD is willing to reimburse the CITY for the hourly deployment of qualified SRO’s during the Term (defined hereinbelow) of this AGREEMENT, not to exceed a total maximum aggregate cost of \$600,000.00 for the entire Term of this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the BOARD and the CITY as follows:

SECTION 1 DEPLOYMENT

- A. The CITY shall be solely responsible for generating a pool of qualified, including the completion of training pursuant to R.C. 3313.95, police officers for the purpose of deployment as SROs to identified schools and/or community learning centers. The CITY shall provide the BOARD with the names and assignment for all SROs to be deployed to the schools and/or community learning centers identified in **Appendix A** (“Deployment List”) at least one (1) week prior to deployment for the BOARD’s review. The BOARD

may object to the deployment of any SRO to any school and/or community learning center identified in **Appendix A**. The BOARD shall submit its objection to the Akron Police Chief and the CITY's designee. The CITY and BOARD shall discuss the BOARD's objection(s). After discussion, if the BOARD still objects to the deployment of an SRO, the CITY shall remove the SRO from the Deployment List and provide an alternative SRO to the BOARD for review.

- B. All deployed SROs are CITY employees recruited and employed by the Akron Police Department. The deployed SRO's salaries, payroll taxes, payroll-based expenses, including workers' compensation insurance, and benefits are the responsibility of, and will be paid exclusively by the CITY. The CITY shall be solely responsible for any and all tax withholding, medical benefits, vacation pay, sick leave, retirement benefits, court time, social security, workers' compensation, health benefits, disability benefits, unemployment insurance benefits, or other employee benefits of any kind for all deployed SROs.
- C. At all times the SROs are deployed within the BOARD's schools and/or community learning centers, said SROs shall be deemed to be under the control and supervision of the CITY. The BOARD agrees to cooperate and provide feedback regarding the general performance of the CITY's deployed SROs at and around the BOARD's schools and/or community learning centers. The assigned duties and expectations of the SROs are more fully described in **Appendix B** of this AGREEMENT. The BOARD further agrees to assist the CITY and cooperate in any employment and/or disciplinary investigations by the CITY regarding any deployed SROs.
- D. In the event that the BOARD has concerns with a particular SRO after the SRO's initial deployment, the BOARD agrees to confidentially and promptly discuss such concerns directly with the Akron Chief of Police and the CITY's designee. The BOARD may request that the CITY remove an SRO from any school and/or community learning center. When such a request is made, the CITY shall submit the request to the Akron Police Chief and CITY's designee. The CITY and BOARD shall discuss the BOARD's request. After discussion, if the BOARD still requests the removal of the SRO, the CITY shall remove the SRO from the SRO's assignment with the BOARD and provide an alternative SRO to the BOARD for review.
- E. The CITY will endeavor to deploy a SRO at each designated school and/or community learning center listed in **Appendix A** on an hourly basis during the normal school hours of the assigned school and/or community learning center. However, the BOARD acknowledges that due to emergencies, staffing shortages, sickness, or other unforeseen circumstances, such deployment may not always be possible.
- F. At no time will the CITY deploy an SRO to a school and/or community learning center as the result of an involuntary transfer or a disciplinary action of any kind.
- G. The CITY and the BOARD acknowledge the importance of ensuring that each SRO embraces and works collaboratively with school administration and understands the school culture of which they are a part. The Parties shall each designate personnel to be assigned to work together to carry out the terms of this AGREEMENT.

- H. Nothing in this AGREEMENT shall limit or preclude the BOARD from continuing to hire off-duty police officers or private security personnel, as and when the BOARD deems necessary.

SECTION 2 REIMBURSEMENT BY THE BOARD

The BOARD agrees to reimburse the CITY for the deployment of SROs to the identified schools and/or community learning centers specified in this AGREEMENT as follows:

- A. Beginning July 1, 2024 and continuing through December 31, 2024, the regular hourly rate shall be \$55.82 per hour, for each SRO deployed by the CITY pursuant to this AGREEMENT. The overtime hourly rate during the time period specified in this Section 2(A) shall be \$78.09 per hour.
- B. The CITY shall invoice the BOARD monthly for the hours of services rendered by the deployed SROs. The BOARD will remit to the CITY the monthly billed amount within thirty (30) calendar days of the invoice date. All invoices submitted by the CITY shall include the hours of services rendered by each deployed SRO, including his or her assignment location and/or information regarding partial or full day absences, including but not limited to sick time, vacation time, and other absences. The invoices shall also include any overtime hours worked and the reason for overtime.
- C. The BOARD agrees to reimburse the CITY for overtime worked by SROs solely if the overtime is connected to the SRO duties. The CITY agrees to take reasonable steps to ensure that overtime is limited to only necessary circumstances.
- D. The BOARD and the CITY agree that the BOARD shall only be responsible for reimbursing the CITY for actual services rendered by the deployed SROs at the hourly rates provided in Sections 2(A) & (B) of this AGREEMENT. The BOARD shall not be responsible for reimbursing the CITY during any calamity days, any days when an assigned school is not in session, including during periods of online instruction for any reason, sick days, non-SRO training time, non-SRO overtime pay, non-SRO related court time, or any portion of the day in which the CITY's SRO is not providing services to the school/community learning center.

SECTION 3 TERM/MUTUAL OBLIGATIONS & RESPONSIBILITIES

- A. This AGREEMENT commences on July 1, 2024 and terminates on December 31, 2024 and is effective for the first half of the 2024-2025 school year (the "Term"). Service days will be determined by the individual school calendar where SROs are deployed.
- B. Any extension of this AGREEMENT is subject to separate, written, mutual agreement of the Parties and annual appropriation of funds by both the CITY and the BOARD.
- C. Termination:

- i. The CITY may terminate this AGREEMENT for any reason upon thirty (30) days' written notice to the BOARD without any compensation to the BOARD.
- ii. The BOARD may terminate this AGREEMENT for any reason upon thirty (30) days' written notice to the CITY without compensation to the CITY, except for services performed prior to the CITY's actual receipt of the written notice of termination.
- iii. This AGREEMENT shall automatically terminate after December 31, 2024.

SECTION 4 MISCELLANEOUS PROVISIONS

- A. Incorporation of Recitals: The foregoing recitals portion of this AGREEMENT is hereby incorporated by reference as though it were fully rewritten herein.
- B. Integration: This AGREEMENT is a completely integrated agreement and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this AGREEMENT shall be of no effect and shall not be binding on the BOARD or the CITY. Further, the Parties acknowledge and agree that this is a negotiated agreement, that as such no term shall be construed against the BOARD as the author thereof.
- C. No Third-Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this AGREEMENT shall give or allow any such claim or right of action by any third person or entity. Any third-party receiving services or benefit under this AGREEMENT shall be deemed to be incidental beneficiaries only.
- D. Amendment: This AGREEMENT may only be amended in writing and executed by duly authorized representatives of both of the Parties.
- E. Liability of the Parties: The provision of services under this AGREEMENT is for the benefit of both Parties to the AGREEMENT. The BOARD and the CITY agree to be responsible for their own respective liability incurred as a result of participation in this AGREEMENT. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this AGREEMENT.
- F. No Liability for Termination:
 - i. The BOARD shall have no claim or action at law against the CITY for termination of this AGREEMENT by the CITY, and the BOARD expressly waives and releases the CITY from any claim or action at law or equity under or resulting from termination of this AGREEMENT.
 - ii. The CITY shall have no claim or action at law against the BOARD for termination of this AGREEMENT by the BOARD, and the CITY expressly

waives and releases the BOARD from any claim or action at law or equity under or resulting from termination of this AGREEMENT.

- G. Assignment: Neither the CITY or the BOARD shall assign, sublet, or transfer its interest to this AGREEMENT without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of the BOARD and/or the CITY.
- H. Law: Each Party shall comply with all applicable federal, state, and local laws, rules and regulations in performing its respective duties, responsibilities, and obligations pursuant to this AGREEMENT.
- I. Incorporation of Appendices: Appendix "A" and "B" attached and referenced herein shall be deemed to be incorporated into this AGREEMENT by reference.
- J. Equal Opportunity Provision: The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this AGREEMENT.
- K. Biannual Meetings: Meetings between the SRO leadership team and district and building level leadership teams shall occur twice during the Term. The CITY will be represented by the SRO Unit supervisor and Captain overseeing SROs. The BOARD shall be represented by the Director of Security and Senior Staff of the BOARD. Building level leadership meetings shall include the SRO supervisor and SROs, along with all building administrators and school counselors.
- L. Notice: All written communication that may be or are required to be sent by either Party to the other will be deemed to have been properly sent, as follows:

All written communications that may be or are required to be sent by either Party to the other will be deemed to have been properly sent, as follows:

- (a) If intended for the BOARD, when mailed by certified or registered mail with the postage prepaid, to:

Superintendent
Akron Public Schools
10 N Main Street
Akron, Ohio 44308

with copies to: Executive Director, Business Affairs
Akron Public Schools
10 N Main Street
Akron, Ohio 44308

General Counsel
Akron Public Schools

10 N Main Street
Akron, Ohio 44308

Treasurer / CFO
Akron Public Schools
10 N Main Street
Akron, Ohio 44308

- (b) If intended for the CITY, when mailed by certified or registered mail with the postage prepaid, addressed to:

Mayor
City of Akron
200 Municipal Building
166 South High Street
Akron, Ohio 44308

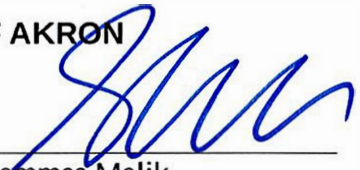
with copies to: City of Akron Police Chief
Stubbs Justice Center
217 South High Street
Akron, Ohio 44308

Director of Law
City of Akron Law Department
172 Broadway Street, Suite 200
Akron, Ohio 44308

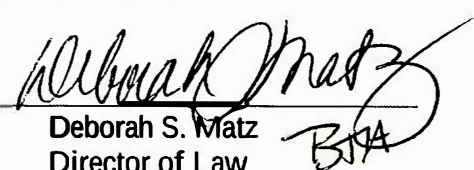
IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed the day and year first above written.

Signed and Acknowledged:


CITY OF AKRON

By: 
Shammas Malik
Mayor

Approved as to form and correctness:

By: 
Deborah S. Matz
Director of Law

BOARD OF EDUCATION OF THE AKRON CITY SCHOOL DISTRICT

By: 
Diana Autry
Board President

By: 
Stephen Thompson
Treasurer

APPENDIX A

The following schools and/or community learning centers shall be included in this AGREEMENT:

High Schools	Buchtel CLC (gr. 6-12) East CLC (gr. 6-12) Ellet CLC (gr. 9-12) Firestone CLC (gr. 9-12) Garfield CLC (gr. 9-12) North HS (gr. 9-12)
Middle Schools	Hyre CLC (gr. 6-8) Innes CLC (gr. 6-8) Jennings CLC (gr. 6-8) Litchfield CLC (gr. 6-8) Miller South (gr. 4-8) NIHF-STEM (gr. 5-8)
Program Sites	Floating SRO – Driving Floating SRO

Additional Support by Officers through PITS Officers

The CITY and BOARD may amend this listing upon written AGREEMENT by both parties.

APPENDIX B

Involvement of the SRO in school-based infractions

The SRO's role within the school is a limited one. It is not the SRO's role to enforce school disciplinary rules or punish students for misbehavior. The purpose of the SRO's involvement in school-based incidents is to build relationships with all stakeholders in the school community to provide safety and support, and to assist the school staff in maintaining a safe school with a positive learning environment and to provide a law enforcement resource to assist should criminal incidents take place on BOARD property. SRO involvement should not be requested in a situation that only involves a violation of the Code of Student Behavior and the student does not reasonably pose a safety threat to another individual on APS property.

SRO Duties and Responsibilities

In addition to the terms and conditions previously identified in this AGREEMENT, the following represents a non-exhaustive list of the general DUTIES and EXPECTATIONS of all SRO's deployed by the CITY pursuant to this AGREEMENT:

1. SROs shall be governed by the laws of the State of Ohio, Akron Police Department Rules and Regulations, Procedures, Akron City Ordinances, City of Akron Policies and any additional directives by the Chief of Police or designee.
2. SROs shall use his or her professional discretion when determining whether a student's conduct constitutes a criminal violation under the Ohio Revised Code and/or Akron City Ordinances.
3. SROs shall continuously monitor the school grounds, and respond and investigate any suspicious criminal activity(s).
4. SROs shall assist school administrators in situations where the SRO's expertise and background experience are needed, such as educating students regarding weapons, gangs, drugs, and physical/sexual assaults.
5. SROs shall assist school administrators with training where SRO's expertise and background experience are needed, such as educating students regarding weapons, gangs, drugs, physical/sexual assaults, bullying, harassment and mediating disputes.
6. SROs shall notify the building principal or designee should they need to leave the building for any reason.
7. SROs shall prepare the necessary police reports as required by APD Rules and Regulations, Procedures, and any Order of the Chief of Police.
8. The SROs shall assist school administrators with updating school crisis plans and coordinate crisis planning with the District.

9. SROs shall receive ongoing professional development on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods.

Limitations on SRO Duties

10. SROs shall not enforce the District's Code of Student Behavior unless the infraction involves the commission of a criminal act as defined by the Ohio Revised Code and/or Akron City Ordinances.
11. SROs shall not arrest at the pleasure of school administrators or staff. All arrests and any force necessary to make an arrest shall be guided by the Fourth Amendment and clearly established law.
12. SROs are not to be placed in a position where they are the only adult in a room supervising students.
13. SROs do not provide breaks for staff or supervise classes or programs.
14. SROs are not permitted to retrieve students from a classroom upon request. (If an administrator has reason to believe that a student poses a safety threat then the SRO, after being advised of all the known circumstances, should accompany the administrator and provide assistance as needed in the discretion of the SRO.)
15. SROs are not permitted to issue school consequences for violations of school rules.
16. All searches of a student and/or a student's personal possessions shall be in conformity with the Fourth Amendment and clearly established law.