

**Office of the City Manager** 5555 Perimeter Drive • Dublin, OH 43017-1090 Phone: 614.410.4400 • Fax: 614.410.4490



- To: Members of Dublin City Council
- From: Dana L. McDaniel, City Manager
- Date: July 21, 2020
- **Initiated By:** Chief Justin Páez

# Re: Resolution No. 39-20 – Contract with Dublin City Schools for School Resource Officers

# Background

Since the 1998-1999 school year, the City and the Dublin School District have partnered to share a portion of the cost for providing full-time School Resource Officers (SROs) to the schools. Dublin's Community Education Unit (CEU) has provided a full-time SRO for each middle school (four) and each high school (three). In the current agreement with the Schools, the City pays the full cost of two members of this unit, with the Schools and the City sharing equally in the cost for the remaining five members of the unit.

In the 2020-2021 contract, Dublin's Community Education Unit (CEU) will provide a full-time SRO for each middle school (four) and each high school (three). In the 2020-2021 agreement, the City will continue to share equally with the Dublin City School District in the cost for five members of the unit. The City will continue to fund the full cost of two of the seven SROs.

A breakdown of the costs is shown in Article V – Compensation and Payment (page two) of the attached contract.

Each year, the Schools and the City have renewed this one-year contract. The contract presented for the 2020-2021 school year includes a reimbursement from the Schools not to exceed **\$316,045.33**. The contract for the 2019-2020 school year included a reimbursement from the Schools not to exceed **\$306,126.36**. The 2020-2021 increase of the reimbursement is based upon an adjustment in the salary and benefit costs for the officers.

# Recommendation

Staff recommends approval of Resolution 39-20.

# **RECORD OF RESOLUTIONS**

	Dayton Legal Blank, Inc., Form No. 30045		
	Resolution No	_ Passed	, 20
1	ENTER INTO A CONTRA	ORIZING THE CITY MANAGE CT WITH DUBLIN CITY SCH ESOURCE OFFICER PROGRA	IOOLS
	<b>WHEREAS,</b> the City of Dublin and the to provide the School Resource Office within the Dublin School District; and		•
	WHEREAS, the City of Dublin and th cost of providing the School Resource		
	<b>NOW, THEREFORE, BE IT RESOLU</b> Ohio, of the elected members		of Dublin, State of
	<b>Section 1.</b> The City Manager is he with the Dublin City Schools for the <b>2</b> School Resource Officers in accordance Exhibit "A."	020-2021 school year to prov	ide the services of
	<b>Section 2.</b> This Resolution is effered 4.04(a) of the Revised Charter.	ctive upon passage in accord	ance with Section
	Passed this day of	, 2020.	
	Mayor - Presiding Officer		
	ATTEST:		
	Clerk of Council		

# CONTRACT FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS TO THE DUBLIN CITY SCHOOLS BY THE CITY OF DUBLIN

**THIS CONTRACT,** entered into as of this <u>9th</u> day of <u>July</u> 2020, by and between the Dublin City School District Board of Education (hereinafter referred to as the "Dublin Schools") and the City of Dublin (hereinafter referred to as the "City").

# **ARTICLE I – SCOPE OF SERVICES**

The City agrees to provide services as specified in the School Resource Officer Manual to include any and all addendums as agreed to by the City and the Dublin Schools.

# **ARTICLE II – TERM OF CONTRACT**

This Contract shall become effective immediately and shall be in effect until July 1, 2021. This Contract may be extended upon mutual written agreement between the City and the Dublin Schools.

# **ARTICLE III – DUBLIN SCHOOL RESPONSIBILITIES**

The Dublin Schools shall accomplish the following:

- 1. Give prompt notice to the City whenever the Dublin Schools observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this Contract.
- 2. Designate a point of contact to represent the Dublin Schools on a day-to-day basis and notify the City as to who shall serve at this point of contact. The point of contact shall coordinate services with the City.
- 3. Monitor the Contract to ensure full compliance with this contractual agreement.
- 4. Dublin Schools will provide for any costs associated with changes in curriculum or programming initiated by the schools, which require materials to be purchased.

# **ARTICLE IV – CITY RESPONSIBILITIES**

The City shall accomplish the following:

- 1. Execute the services as defined in Article I and within the designated time frame.
- 2. Give prompt notice to the Dublin Schools whenever the City observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this Contract.
- 3. Provide the Dublin Schools, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.

- 4. Provide all labor, tools, vehicles and materials required to perform the services as identified in this contract, except for those instances described in Article III, section 4 above.
- 5. Provide all School Resource Officers with approved implicit bias and cultural diversity training within 6 months of appointment to their new roles.

# **ARTICLE V – COMPENSATION AND PAYMENT**

# \*Total Invoices for 2020-201 School Year\*

- The City shall invoice the Dublin Schools monthly for 50% of services rendered during the period of the Contract by five (5) School Resource Officers, with the total invoiced for the 2020-2021 school year not to exceed \$316,045.33 for the Middle School SRO Program and the High School SRO Program combined.
- 1. High School:
  - Reimbursement for one-half of the total estimated cost of the program. (The estimate is based on one officer in each high school (3) for ten months.)

Officer Salary (x3) \$249,002.47 Fringe Benefits (x3) <u>\$130,251.92\*</u> \$379,254.39

\*This includes projected overtime costs for the officers.

- The City shall invoice the Dublin Schools monthly for services rendered during the period of the Contract, with the total invoiced for the 2020-2021 school year not to exceed \$189,627.20 for the High School SRO Program.
- 2. Middle School:
  - Reimbursement for one-half of the total estimated cost of the program. (The estimate is based on one officer in two (2) middle schools for ten months.)

Officer Salary (x2) \$166,001.65 Fringe Benefits (x2) <u>\$ 86,834.61\*</u> \$252,836.26

\*This includes projected overtime costs for the officers.

The City shall invoice the Dublin Schools monthly for services rendered during the period of the Contract, with the total invoiced for the 2020-2021 school year not to exceed \$126,418.13 for the Middle School SRO Program.

# **ARTICLE VI – SUSPENSION OF AGREEMENT**

The Dublin Schools may, by written notice to the City, temporarily suspend this Contract prior to July 1, 2021, if Dublin Schools, due to the impact of COVID-19, no longer require the services of some or all of the School Resource Officers. Likewise, the City may, by written notice to Dublin Schools, suspend this Contract prior to July 1, 2021, if the City, due to the impact of COVID-19 or any other emergency, can temporarily no longer provide the services of some or all of the School Resource Officers. Provided such suspension occurs prior to completion of the Scope of Services herein, the Dublin Schools agree to pay the City for work actually performed in accordance with the terms of this Contract through the suspension date. Services under this Contract shall resume at such time as the Parties agree.

# **ARTICLE VII – TERMINATION**

The Dublin Schools or the City may, by 30 days advance written notice to the other Party, terminate this Contract prior to July 1, 2021. Provided such termination occurs prior to completion of the Scope of Services herein, the Dublin Schools agree to pay the City for work actually performed in accordance with the terms of this Contract through the termination date.

#### **ARTICLE VIII** –

This Contract shall be governed by the laws of the State of Ohio.

#### **ARTICLE IX – INSURANCE**

The City shall secure and maintain at its own expense insurance for protection from claims under Worker's Compensation Acts for damages because of bodily injury including personal injury, sickness or disease or death of any and all City employees.

The City shall secure and maintain, at its own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

The City shall secure and maintain, at its own expense, Automobile Insurance, including coverage for non-owned and hired autos, with a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.

The above referenced insurance shall be maintained in full force and effect during the life of this Agreement. Certificates showing that the City is carrying the above referenced insurance in at least the above specified amounts shall, **upon request**, be furnished to and approved by the City prior to the start of work on the project and before the Dublin Schools is obligated to make any payment to the City for the work performed under the provisions of this Contract. The Dublin Schools shall be immediately notified if any of the foregoing insurance is canceled, not renewed, reduced, or otherwise materially altered during the term of this Contract.

#### **ARTICLE X – NON-WAIVER**

Nothing in this Contract including without limitation, the insurance provisions herein before provided, shall in any way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to either party under applicable law, including but not limited to, those contained in Chapter 2744 of the Revised Code of the State of Ohio.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in triplicate originals.

THE CITY OF DUBLIN

By:\_\_\_\_\_

Dana L. McDaniel City Manager

Date

**APPROVED AS TO FORM:** 

City of Dublin Law Director

**DUBLIN CITY SCHOOLS** 

By: Todd 7. Hoadle

Todd F. Hoadley Superintendent

**7/20/20** Date

By: Blint

Brian Kern, Treasurer Dublin City Schools

7-9-20 Date

#### **CERTIFICATION OF FUNDS**

I HEREBY CERTIFY THAT FUNDS REQUIRED TO MEET Dublin City School's obligation, payment, or expenditure under this Contract have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Treasurer, Dublin City Schools

EN00348.Public-00348 4812-8440-0578v1

	Policy and Procedure: 402.02
42	Community Education Unit Manual
City of Dublin	Last Revision Date: 7/8/2020
POLICE	Effective Date: 4/27/2016
	Standard Reference: CALEA LE 44.2.4
	Approved by: Justin Paez, Chief of Police

#### PURPOSE

This document will serve as a written agreement between the Dublin City Schools and the Dublin Police Department. This agreement demonstrates the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the Community Education Unit Officer and will be the guiding document our officers, school administrators, and the Police Department administration look to for structure and accountability. This document will be reviewed and endorsed annually.

## POLICY

The goals of any Community Education Unit program are usually very broad and typically include things such as 1) Bridging the gap between police officers and students 2) Increasing positive attitudes toward law enforcement 3) Encouraging more cooperation between students and police 4) Reducing juvenile crime and 5) Ultimately helping to develop an atmosphere conducive to learning. The roles of a Community Education Unit Officer are that of Law Enforcement Officer, Teacher, and Counselor. The key to a successful Community Education Unit program is to design it to meet the specific needs of the community.

While enforcement is a role of the Community Education Unit Officer, alternatives to arrest may be used and the officer's discretion to act remains the same as that of any other police officer.

Dublin's Community Education Unit program is unique to the community based on input from the school administration, teachers, faculty, and students. The program is designed to fulfill three overall roles:

- Law Enforcement
- Crime Prevention
- Education

#### DEFINITIONS

Law Enforcement Role - The Community Education Unit Officer is responsible for the majority of law enforcement activities occurring at the school during school hours. This will involve the traditional enforcement activities of arrests, filing charges, etc. The Community Education Unit Officer is also responsible for conducting follow-up investigations at the request of other Dublin Police Department personnel and for passing relevant information on to Patrol and investigators. In addition, the Community Education Unit Officer is responsible for information sharing between school officials and the Dublin Police Department. To establish and maintain credibility, it is imperative that the Community Education Unit Officer does not compromise his position as an enforcement authority.

Crime Prevention – One of the primary roles the Community Education Unit Officer fulfills is that of crime prevention. The Community Education Unit Officer will conduct various activities including foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes and patrolling the parking lots. The Community Education Unit Officer may also complete security surveys relative to the physical security of school property and facilities. The Community Education Unit Officer will assist school staff in planning for security at special events occurring during the school day such as assemblies. Additionally, the Community Education Unit Officer will act as a resource to the faculty and staff of the school to advise on matters relative to criminal activity. Finally, the Community Education Unit Officer will coordinate or conduct crime prevention presentations for faculty, staff and students.

Education - The third role of the Community Education Unit Officer is educational. Considering the overall mission of our schools is to educate, it is very important that the Community Education Unit Officer participate in this mission. By becoming a member of the educational team, the Community Education Unit Officer will become more accepted by students, faculty, and staff.

#### PROCEDURE

- I. Officer Assignment and Supervision:
  - **A.** Community Education Unit Officers are members of the Community Education Unit (CEU), within the Support Services Bureau of the Dublin Police Department. The Community Education Unit Officers are directly supervised by the CEU Supervisor Corporal and Sergeant.
  - **B.** These officers will be assigned to schools during the school year and used in a variety of other roles including patrol, crime prevention, community relations, and community education activities, if available.
  - **C.** The Community Education Unit consists of the sergeant, a corporal, three Community Education Unit (CEU) Officers in the high schools, and four middle school Community Education Unit Officers.
  - **D.** All Community Education Unit Officers will be heavily involved in educating our youth and other crime prevention and community relations activities. This structure provides our community with the most effective response to the needs of juveniles in our community and offers us the opportunity to expand our services in crime prevention and community education.
- II. Services Provided
  - A. The presence of the Community Education Unit Officer in the classroom provides both subject matter and safety resources, which directly contribute to the educational and security climate of the school. Community Education Unit Officers provide educators with an opportunity to build links between academic achievement and a real-world profession.
  - B. Community Education Unit Officers visit classrooms and provide a variety of presentations both informal and formal. These presentations give vivid and tangible examples of fundamental academic skills such as; science, math, civics, and language arts being employed within a profession.
  - C. Community Education Unit Officers bring to life in the classroom concepts and ideas critical to students as they develop into responsible adults and enter society. Examples of these presentations include the following:

- Traffic Law Overview
- Criminal Law Overview
- Crime Prevention
- Suicide Prevention
- Conflict Resolution
- Personal and Social Responsibility
- Gang Prevention
- D. In addition to providing presentations on demand within the school, Community Education Unit Officers also deliver the established Drug Abuse Prevention Program. This program is presented at the 7th and 10th Grade levels. This facilitation based curriculum is led by the Community Education Unit Officer and is focused on informing students about the hazards of abuse, and the development of resistance skills.
- E. Whether talking to students in the hallway or delivering a presentation in the classroom, Community Education Unit Officers are embedded in the educational fabric within the school.
- F. Community Education Unit Officers are expected to be proactive in creating educational situations, and school administrators are encouraged to leverage this resource.

#### III. Selection, Assignment, and Supervision

A. Community Education Unit Officer Selection:

- As with any program of this type, the success or failure largely depends on the Community Education Unit Officer involved in the program. For this reason, the Community Education Unit Officer selection process is designed and conducted to ensure a good match. The candidate should meet three general requirements:
  - College degree or coursework Community Education Unit Officers are in an educational atmosphere and will be instructing high school classes. To increase credibility in this area, a college education would be beneficial.
  - Experience as a Patrol Officer A minimum amount of experience as a Patrol Officer should be established of not less than two years. Also, prior experience with juvenile assignments or interest in juvenile programs is preferred.
  - Successful performance All candidates should have proven performance as reflected by prior performance evaluations and prior work performance.
  - All officers regularly assigned to work as a school resource officer shall receive training in bias and cultural diversity. The goals of this training are (1) to educate officers about the unconscious bias they may have and (2) help officers recognize specified characteristics when carrying out their duties. Fair and bias free policing enhances law enforcement efforts and promotes trust within the community. Consequently, this will serve to provide safer and more inclusive school environments.
- B. Community Education Unit Officer Assignment:

- A newly selected Community Education Unit Officer will generally be placed in the school where a vacancy exists; however, should a compelling reason for change exist, the reassignment of Community Education Unit Officers may be proposed by either the Dublin City Schools or the Police Department.
- The final decision regarding assignments will be made by the Chief of Police.
- C. Community Education Unit Officer Supervision:
  - The Community Education Unit Officers are supervised by the CEU/Administrative sergeant and the CEU corporal.
  - The supervisors are responsible for monitoring the Community Education Unit Officer's performance throughout the year and completing a written mid-year and annual performance evaluation.
  - To ensure the Community Education Unit Officer is meeting the expectations of both the Dublin Police Department and the Dublin City Schools, the Dublin Police Department may include the School's feedback in these evaluations.
  - The supervisors will solicit formal feedback two times during the school year. This does not preclude the Dublin City Schools from providing feedback at any time during the school year. The feedback, coupled with the supervisor's observations will be recorded and used to identify potential problems and improve the Community Education Unit Officer's performance and relationship with the staff and students.
- D. Effective communications between the Dublin Police Department and the Dublin City Schools should identify potential problems and facilitate a successful resolution.
  - In the event Dublin City Schools believes that a Community Education Unit Officer is not effectively performing his/her duties and responsibilities, Dublin City Schools should communicate this information to the Police Department and shall state the reasons therefore in writing.
  - The Dublin Police Department will meet with Dublin City Schools to discuss their concerns. This information will be considered in reviewing the Community Education Unit Officer's performance. Recommendations from Dublin City Schools will be considered when determining what if any action is taken pursuant to the Dublin Police Department policies and the collective bargaining agreement.

#### IV. Procedures

- A. The Community Education Unit Officer's activity in the school is guided by the following procedures. These procedures have been drafted in a cooperative effort between the Dublin Police Department and Dublin City Schools.
- B. Duties of the Community Education Unit Officer:
  - The primary functions of the Community Education Unit Officer are to help provide a safe and secure school environment, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the Dublin Police Department.

- Specific daily assignments to accomplish this function will vary by school. The Community Education Unit Officer and school principal or designee will meet to discuss plans and strategies to address specific issues or needs that may arise.
- In addition to these duties, high school and middle school Community Education Unit Officers will be responsible for teaching the Drug Abuse Prevention Program curriculum.
- As required by law, Community Education Unit Officers should never be assigned to duties within their schools in place of, or in lieu of a certified teacher.
- C. Community Education Unit Officer Uniform:
  - Normally, the Community Education Unit Officer is in the uniform of the day and armed. The standard uniform of the day does not prevent the Community Education Unit Officer from performing any of the duties involved in the program.
  - Occasionally, and with supervisory approval, the Community Education Unit Officer may wear a Dublin Police Department approved "soft" uniform when presenting programs such as personal defense or other programs, which are more suitable to this attire.
- D. Community Education Unit Officer Daily Schedule:
  - The Community Education Unit Officer in the high schools will normally work from 7:00 a.m. until 3:00 p.m., Monday through Friday, while those in the middle schools will normally work from 7:30 am until 3:30 p.m., Monday through Friday.
  - These times are contingent upon Dublin City School's defining specific times for the school year and are subject to change on a case-by-case basis, with approval from a CEU supervisor.
  - The Community Education Unit Officer is expected to leave information with school officials regarding their whereabouts when off campus, during the school day.
- E. Community Education Unit Officer Absence/Substitution:
  - The Dublin Police Department employs seven Community Education Unit Officers. These Community Education Unit Officers are assigned to schools on a full-time basis as Community Education Unit Officers.
  - There may be occasions when the Dublin Police Department cannot provide a substitute Community Education Unit Officer in the event of an absence. The following procedures will govern how the Dublin Police Department will provide for these absences:
    - If any Community Education Unit Officer in a high school is absent for the day, the Dublin Police Department will normally provide a substitute Community Education Unit Officer. In cases of pre-scheduled training for the Community Education Unit Officer, a substitute will only be provided if another Community Education Unit Officer is available.
    - If any Community Education Unit Officer in a middle school is absent, the Dublin Police Department will make reasonable efforts to provide a substitute Community Education Unit Officer, if staffing allows. In cases of pre-scheduled training for

the Community Officer, a substitute will only be provided if another Community Education Unit Officer is available.

- During unforeseen emergencies, or during scheduled events that place a high demand on the Dublin Police Department staffing, Community Education Unit Officers may be scheduled to work in assignments in lieu of their normal school duties. It may not be feasible for the Dublin Police Department to provide substitute Community Education Unit Officers in these instances.
- The Dublin Police Department reserves the right at any time to permanently reassign up to two (2) of the currently identified seven (7) Community Education Unit Officers as deemed necessary by the Chief of Police. Any such re-assignment will be preceded by written notification from the Chief of Police to the Superintendent of Dublin City Schools.
- F. Special Events or Activities:
  - The Community Education Unit Officer may adjust his/her schedule, with approval from the Community Education Unit supervisor, in order to accommodate school activities and requests.
  - Overtime or compensatory time may also be approved, in advance, by the Community Education Unit Supervisor in order to accommodate these activities.
  - The Dublin Police Department will make every effort to ensure the assigned uniformed Community Education Unit Officer attends all varsity football games within the City of Dublin.
  - The Dublin Police Department may elect not to assign a high school Community Education Unit Officer to a varsity football game if current staffing makes such assignment impractical.
  - Requests for Community Education Unit Officers to attend any other school special events or activities must be made directly to a Community Education Unit Supervisor.
- G. Role in Crime Suppression:
  - One of the Community Education Unit Officer's roles is law enforcement, to include traditional criminal investigation and report taking.
  - As a police Community Education Unit Officer, the Community Education Unit Officer has the authority to make arrests and use alternatives to arrest at his/her discretion.
  - The following procedures will help the Community Education Unit Officer be as effective as possible in this role.
  - The Community Education Unit Officer shall be informed of all criminal activity, which occurs on the school campus. The Community Education Unit Officer will also inform the school administration of all criminal activity occurring on campus to make sure all interested parties remain informed.
  - Typically, for misdemeanor offenses, the Community Education Unit Officer working cooperatively with the school administration will determine whether formal charges will

be filed. For alcohol or drug offenses, sex offenses, weapons offenses, and any offenses of violence the Community Education Unit Officer will normally file formal charges.

- For all felony offenses, the Community Education Unit Officer will normally file formal charges or facilitate the filing of formal charges in cooperation with school administration and/or other law enforcement personnel.
- When informed of, any felony, sex crime, a criminal offense involving a weapon or dangerous ordnance, critical incident, or situation that warrants the evacuation of school property, the Community Education Unit Officer assigned to a school outside the Dublin City limits shall also adhere to the following guidelines:
  - Community Education Unit Officer will personally notify the police department of jurisdiction or ensure that such contact is made.
  - When informed of any misdemeanor offense, other than those listed above, the Community Education Unit Officer and the school will make timely and appropriate referrals. The Community Education Unit Officer's powers to arrest will be governed by the Ohio Revised Code. If the Community Education Unit Officer does make an arrest, he/she will contact the police department of jurisdiction as soon as practical to conduct the ensuing investigation.
  - If the Community Education Unit Officer is faced with a situation where he/she could file delinquency or unruly complaint against a juvenile for any delinquent or unruly offense that occurs at the school, he/she will first liaison with the police department of jurisdiction. If the police department of jurisdiction does not object, the Community Education Unit Officer will proceed with charges.
  - If the Community Education Unit Officer learns of any incident which results in a . victim who is a student or who is under the age of 18 years, and the incident meets (or could meet, after investigation) the elements of a criminal offense, the Community Education Unit Officer will document the incident on an official Dublin Police Department Offense/Incident Report, and the parent(s) or guardian(s) of the victim will be notified by the Community Education Unit Officer Moreover, the Community Education Unit Officer will advise the parent(s) or guardian(s) of the nature of the event, and their option to pursue criminal prosecution. In the event, the Community Education Unit Officer has made an arrest, or the parent(s)/guardian(s) request official action, the Community Education Unit Officer will conduct the appropriate referral, reporting, and investigatory measures. Should the parents/guardian decline official action where there are a crime and victim, the Community Education Unit Officer may act as the reporting party.
  - Any incident that appears to meet the elements of a criminal offense will normally be reported using the Dublin Police Department's Offense/Incident report.
- H. Role in Enforcing/Reporting School Policy Violations:
  - The Community Education Unit Officer is not a school disciplinarian and normally will take action only when there is a violation of the law.
  - School discipline is the responsibility of the appropriate school administrator.

- The Community Education Unit Officer, as a staff member, will normally report school policy violations through the proper channels to be handled by the school administration.
- It is the responsibility of the Community Education Unit Officer to become familiar with the student handbook.
- I. Sharing of Information: We recognize that communication and information sharing is essential to the success of the Community Education Unit Officer program. The following procedures should be followed to facilitate a free flow of information between school officials and the Community Education Unit Officer.
  - The sharing of information is governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant Dublin Police Department and Dublin School policies.
  - Community Education Unit Officers shall not be required or expected to act in a manner inconsistent with their duties as law enforcement officers. Community Education Unit Officers shall only inspect or review student records when the Community Education Unit Officer has a legitimate educational interest in such records or when the records are necessary to perform the duties under this agreement. Use of confidential school records by a Community Education Unit Officer is permitted only with the principal's approval or as allowed under Dublin School's policy, the Family Educational Rights and Privacy Act, the Ohio Revised Code, and the Ohio Administrative Code.
  - Pursuant to an official public records request by the Dublin City Schools; an arrest information report will be distributed to the school administration by Dublin Police Department administration on a bi-weekly basis. This report will contain the name of the student arrested, date of arrest, and nature of the offense. It will be distributed to the Deputy Superintendent, and all High School Principals or their designees.
  - Juvenile fingerprints and photos as part of the arrest record will not be shared by the Community Education Unit Officer.
  - If the Community Education Unit Officer is aware of information on a student that is officially obtained by Dublin Police Department, which reflects that the student is in violation of school policies (Student Handbook or Extracurricular Code), the Community Education Unit Officer may forward that information to school administration.
  - If a juvenile is an uncharged suspect in a crime, his/her information will not be released pursuant to Ohio Public Records Law.
  - The information which the Community Education Unit Officer obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the Community Education Unit Officer as a criminal justice file. This file may be shared with other Dublin Police Department personnel and Criminal Justice Agencies, but will not be part of the student's school record.
  - Any information that is obtained by the Community Education Unit Officer that pertains to criminal activity occurring on school property located outside the Dublin City limits shall be relayed to the police department of jurisdiction.
  - When any crime or situation occurs that prompts a Public Information Officer response from the Dublin City Schools or the Dublin Police Department, the Community Education

Unit Officer shall contact his/her immediate supervisor, as soon as possible. The supervisor shall ensure that the services bureau commander is notified as soon as practicable thereafter.

- J. Chain of Command for Community Education Unit Officers:
  - The Community Education Unit Officer is primarily accountable to the Dublin Police Department's chain of command.
  - While at the school, the Community Education Unit Officer will be additionally accountable to the principal or his/her designee, as long as doing so will not conflict with direction from the Dublin Police Department's chain of command.
  - The Community Education Unit Officer is expected to cooperate with the school officials, including administrators and faculty.
  - The Community Education Unit Officer will abide by school policy and respond to the requests of school officials.
- K. Role in Locker, Vehicle, Personal, and Other Searches:
  - When requested, the Community Education Unit Officer may assist school administration in searches of the person(s), property or vehicles, when there is an articulated concern such as the following:
    - A student may reasonably be considered a threat to assault the searcher.
    - A student may attempt to escape in a situation in which the student would be a danger to themselves or a danger to others.
    - A student may possess a firearm or knife, a suspicion that may be supported on the slightest articulated indication, including conclusions drawn as a result of teaching or law enforcement experience.
    - The Community Education Unit Officer may perform searches independent of the school administration only under the existing provisions of the Ohio Revised Code and the Dublin Police Department's General Orders.
- L. School K-9 Searches:
  - The use of the Dublin Police Department's K-9 and/or K-9 units from other jurisdictions in searches of property, lockers, or vehicles at the request of school administrators, will primarily be performed in an effort to detect illegal drugs, and to enhance the safe learning environment in the schools.
  - The Community Education Unit Officer will act as a liaison between the school administration and the K-9 unit(s).
  - Prior to the planned use of the police K-9, the Chief of Police and the School Superintendent will be notified. In exigent circumstances notification may occur after the use, and as soon as practical.
- M. Role in Critical Incidents:
  - The Community Education Unit Officer will be familiar with the emergency operations manual of the Dublin City Schools.

- During critical incidents occurring when the Community Education Unit Officer is present, the Community Education Unit Officer will normally act as a liaison between school administration, Dublin Police Department personnel, and other emergency resources, if practical.
- When practical, the Community Education Unit Officer will participate in fire, tornado and safety drills in their assigned school(s).
- The Community Education Unit Officer will work collaboratively with building administration on the creation and implementation of emergency plans for their assigned school(s).
- N. Role in Truancy Issues:
  - Truancy will be handled by school personnel.
  - Normally, the Community Education Unit Officer will not take an active role in the tracking of truants.
  - The Community Education Unit Officer will act as a liaison between the school and Dublin Police Department personnel should police involvement become necessary due to safety concerns.
- O. Body Worn Cameras
  - In order to enhance their mission and promote transparency, the Dublin Police Department has assigned a body-worn camera (BWC) to each SRO.
  - Dublin Police policy and procedures direct the use, storage, maintenance, and training requirements associated with the cameras.
  - Public Records requests will be handled by Dublin Police in accordance with ORC 149.43.
  - Absent exigent circumstances or a public records request, BWC footage will not be shared between school and police department personnel.

Signed:

\_ Justin Páez, Chief of Police

#### Todd Hoadley, Superintendent, Dublin City Schools

#### **REFERENCE:**

SRO Contract

# **CROSS-REFERENCE TO FORMS:**

None

# **REPLACES**:

DPD Standalone Directive 44.2.4

P&P 402.02

(Revised 5/20/2019)