

Work Session (Monday, November 5, 2018)

Generated by Linda Posadny on Tuesday, November 6, 2018

President Wiley convened the regular board meeting of the Maumee City Board of Education at 5:30 pm November 5, 2018.

Roll Call: Balcerzak, Aye; Campos, Aye; Piechowiak, Aye; Wiley, Aye; Wolff, Aye.

18-11-01 Minutes

It was moved by Mr. Wiley and second by Mrs. Piechowiak that the Board Approves the minutes.

October 22, 2018 Board of Education Meeting

Roll Call: Wiley, Aye; Piechowiak, Aye; Balcerzak, Aye; Campos, Aye; Wolff, Aye. The president then declared the motion carried.

18-11-02 ADDENDUM: Resolution

It was moved by Mrs. Wolff and second by Mrs. Balcerzak that the Board approve the following resolution.

**School Resource Officer Agreement
Between The City Of Maumee
And
The Maumee City School District**

This agreement ("Contract") is entered into this _____ day of _____, _____, between the Board of Education of the Maumee City School District (District), and the City of Maumee.

WHEREAS, the District wishes to continue to provide its students with a safe and secure learning environment; and
WHEREAS, the City desires to improve the relationship between law enforcement officers and students and maintain the safe and secure learning environment; and

WHEREAS, Ohio Revised Code Section 3313.951 (Ohio H.B. 318, eff. Nov. 2, 2018) authorizes the District and the City to enter into a memorandum of understanding by which the City will provide school resource officers to the District's schools.

Scope of Agreement and Services:

Whereas, the City agrees to maintain two regularly scheduled School Resource Officers assigned to the District;
Whereas, during the terms of this Agreement, the parties desire to make certain arrangements in respect to the SROs as follows.

Mission Statement:

To promote a safe and secure learning environment for students, faculty, staff and the school community.

Goals:

To promote a visible positive image of law enforcement interaction with students, teachers, staff and the school community.

To serve as role model and develop a positive image with the student body.

Develop a mutual partnership to work with the faculty and staff to create a well-rounded atmosphere within the school building(s) and on school grounds.

Term of Contract:

This Agreement shall be effective immediately upon signature by both Parties and remain in effect until termination by either party. Either party may terminate this agreement upon 30 days written notice to the other party.

District Responsibilities:

The District shall accomplish the following:

1. Give prompt notice to the City whenever the District observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this agreement.
2. The District shall designate the Superintendent, Principal, or other designee as a point of contact to represent the District on a day-to-day basis and notify the City as to who shall serve as the District's point of contact. The point of contact:
 1. Shall have the ability to authorize the City to begin and end services.
 2. Shall coordinate services with the City.
3. The District will provide the SROs with a highly visible office that is readily accessible to students but capable of providing privacy when needed. The School District will provide a private telephone, private phone line, computer, network and Internet access, printer, desk, desk chair file cabinets and/or file drawers and other standard office furniture as agreed upon by the School District and the City meaning the Safety Director or their Designee. The School District will supply the SROs with general office supplies such as paper, envelopes, folders, pens/pencils, stapler, paper clips, note pads and other items as may be mutually agreed upon by the parties to this agreement.

City's Responsibilities:

The MPD shall accomplish the following:

1. Schedule the SROs generally work a five-day week Monday through Friday. Hours of work will be consistent with hours established for a normal school day. Hours of work can be adjusted based upon needs of the District and the SRO assignment for that day. The City shall provide such SROs however the City has the ability to manage this assignment and may pull the SRO(s) temporarily to perform other City services due to man power shortages or other operational need.
2. Make available to the SRO all training programs and other regular facilities of City Police Department's Office.
3. Give prompt notice to the District whenever the City observes or becomes aware of any fault or deficit in the service or any non-conformance with this agreement.
4. Provide the District, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
5. Provide each SRO with one properly equipped and fueled patrol emergency vehicle for the period of time the law enforcement officer is working at the District.
6. Provide each SRO with standard issued duty weapon and ammunition.

7. Provide the District with a periodic activity report when requested by the District. City's Safety Director or his/her designee will be available at District meetings, as requested, to the extent possible.
8. Each SRO will be provided with access to and/or copies of the District's emergency management plan for each building. An SRO will be provided a student's confidential and personally identifiable information only when the SRO is performing a service or function for which the District will use its employees, such as conducting threat assessments, promoting school safety, and protecting the physical security of students. The SROs will use this information only as directed and agrees to not re-disclose it without consent or a lawful exception to student privacy laws. The parties agree the SRO's investigation reports, notes and other documents maintained by the SROs ("records") relate to the SRO's role as a City employee. These records will not be maintained by the District and are not student records.

Non-Employment:

The SROs are not an employee of the District. The City shall have the power and authority to hire, discharge, and discipline SROs in their sole discretion. The SRO is a City employee and shall be under the control, supervision, and administration of the Chief or Chief's designee at all times of providing services under this Agreement. While on duty in the school building(s) and/or on school grounds, the SROs will recognize Superintendent/School Principal's authority and cooperate with the school officials, including administrators and faculty.

Qualifications for SRO:

1. Possess a valid Ohio Peace Officer Training Commission Certificate.
2. Successfully complete training as an SRO through the Ohio School Resource Officer Association or an approved equivalent SRO training program.
3. Has the ability to conduct criminal investigations.
4. Has an understanding of applicable Federal and State laws, applicable municipal, township and county ordinances/resolutions and Board of Education policies and regulations.
5. Possess communication skills and abilities to effectively function within school environment.
6. Certified or become certified as a D.A.R.E. Instructor if desired and agreed upon by the Police Chief and the Board.
7. Possess an even temperament and adhere to the standard of conduct applicable to sworn law enforcement officers.

Duties of SRO:

1. Provide a safe and secure school environment; serve as an educational resource and as a liaison between the Board and the Police Chief. Specific daily assignments may vary to meet this function. The SROs will meet with School Principal or designee to discuss plans and strategies to address any specific needs or issue that may arise related to the duties and expectations of the SRO program.
2. The SRO will present for duty each day in the City's prescribed uniform as approved by the Police Chief or Designee.
3. Criminal Activity in School Building(s) and on School Grounds. The SRO will investigate and take reports of criminal activity committed in school buildings and on school grounds. The SRO will also assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned. The SRO has authority to make arrests and consider alternative to arrest at his/her discretion and consistent with Maumee Police Division policy and procedure. To ensure that all interested parties remain informed the District/School Administration will inform the SRO of criminal activities occurring on the school campus. The SRO will inform the School Administration/District of criminal activities occurring on the school campus.
4. School Policy and Discipline. The SRO will not act in the capacity of a school disciplinarian and will take action only when there is a violation of law(s). School discipline is the responsibility of the appropriate school administrator. The SRO will have knowledge of the student handbook and with any gained knowledge report policy violations through appropriate channels to the school administration. The SRO will refrain from getting involved in matters or incidents that should be handled by school officials unless the incident poses a risk of harm to the school official, student(s) involved or other parties.

SRO Role in Critical Incidents:

1. The SRO will be familiar with the emergency operations manual of the school district. During critical incidents occurring on school property the SRO will act as a liaison between the School Administration, the City's Police Division and other emergency resources. The SRO may participate in any critical incident or School District Safety Planning meetings.

SRO Role in Search and Interrogation:

1. When requested, the SRO may standby to keep the peace and/or to maintain safety while school administration conducts a search of person(s), property or vehicle(s).
2. The SRO shall review the District's Search and Seizure policy and **maintain separation during school searches** except as permitted under Board Policy and state and federal law.
3. School Administration shall not question, interview or interrogate student(s) regarding possible criminal conduct, on behalf of or as agents for the SRO or the City's Police Division. If the SRO acting under scope of his/her duties as an SRO participates in an interrogation of a student or gains information, which may be used against a student in a judicial proceeding, the SRO will follow all state and federal laws regarding arrest, search, seizure and interrogation of student(s).

SRO's Sick Leave – Vacation – Leave of Absence:

1. Sick leave will be handled as directed by the City's Collective Bargaining Agreement with the Fraternal Order of Police and City policies.
2. The City will notify the District/School Administration of SRO sick leave/vacation/leave of absence.

Rights and Laws:

1. All parties agree as a condition of this Agreement that they will strictly comply with Title IV and Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act and any provisions of the Individuals with Disabilities Education Improvement Act which may apply and any amendments to any of the foregoing Federal Laws. All parties further agree to comply with all applicable Federal and State and local laws prohibiting discrimination and the right to and method of appeal will be made available to all persons under this Agreement. All parties agree as a condition of this Agreement to make all services provided pursuant to this Agreement accessible to the disabled/handicapped. Parties further agree as a condition of this Agreement to comply with Section 504 of the Rehabilitation Act of 1973 amended (29 U.S.C. 794) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with the contents of this paragraph may be subject to termination of this Agreement.

Drug-Free Workplace:

- 1. All parties agree to abide by all applicable Federal and State laws regarding Drug-Free Workplace and establish and have a Drug-Free Workplace policy. All parties agree to make a good faith effort to ensure any and all of their providers, officials, officers, employees, agents, representatives, volunteers and or servants will not purchase, use, possess illegal drugs or abuse alcohol and/or prescription drugs in any way. SROs continue to be subject to Compliance The Drug Testing provisions of the City’s Collective Bargaining Agreement with the Fraternal Order of Police.

Parties Responsible for Their Own Actions:

- 1. The Parties as governmental entities/political subdivisions lack authority to indemnify. Accordingly, the District and the City shall be responsible for their own actions and/or actions of their respective board members, officials, officers, employees, agents, representatives, volunteers and/or servants resulting from performing and/or providing services or programs under and/or under this Agreement.

Insurance:

- 1. The City shall purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance policy with coverage in an amount of not les than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims made during the term of this Agreement.
- 2. The School District shall purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance policy with coverage in an amount of not les than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims made during the term of this Agreement.

Non-Waiver

- 1. Nothing in this Agreement, including without limitation its insurance provisions, 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 Ohio Revised Code.

IN WITNESS WHEREOF, the City of Maumee, by and through its Mayor and Municipal Clerk, pursuant to Ordinance - 2018, adopted on the 5th day of November, 2018, and the Board of Education of the Maumee City School District by its Board President, the Superintendent and Treasurer, who approved said agreement through Resolution, approved on the 5th day of November 2018, have affixed their respective signatures.

Roll Call: Wolff, Aye; Balcerzak, Aye; Campos, Aye; Piechowiak, Aye; Wiley; Aye. The president then declared the motion carried.

18-11-03 Payment In-Lieu Of Transportation

It was moved by Mrs. Piechowiak and second by Mrs. Campos that the Board approve the following payment-in-lieu of transportation resolution for the 2018-19 school year (\$250.00 per student).

<u>Student First Name</u>	<u>Student Last Name</u>	<u>School Selected</u>	<u>Grade</u>	<u>Parent/Guardian</u>
Alexa	Smith	Toledo School of Arts	10	Nichole Smith

Roll Call: Piechowiak, Aye; Campos, Aye; Balcerzak, Aye; Wiley, Aye; Wolff, Aye. The president then declared the motion carried.

18-11-04 Attendance At Professional Meetings

It was moved by Mrs. Wolff and second by Mrs. Campos that the Board approve attendance at the following professional meetings, per Board Policy 3243.

1. Certificated	
Wasim Hawary	OMEA State Professional Development Conference Cleveland, OH January 31 - February 1, 2019 Expenses: \$500.00

Roll Call: Wolff, Aye; Campos, Aye; Balcerzak, Aye; Piechowiak, Aye; Wiley, Aye. The president then declared the motion carried.

18-11-05 Indoor Track Resolution

It was moved by Mr. Wiley and second by Mrs. Balcerzak that the Board recognize Indoor Track as an extension of our current fall cross country and spring season for the purpose of allowing our athletes to compete in the OATCC (Ohio Association of Track and Cross Country Coaches) Indoor State Championship.

Roll Call: Wiley, Aye; Balcerzak, Aye; Campos, Aye; Piechowiak, Aye; Wolff, Aye. The president then declared the motion carried.

18-11-06 Out-Of-State / Overnight Student Trips

It was moved by Mrs. Campos and second by Mrs. Piechowiak that the Board approve the following out-of-state / overnight student trips.

1.	The Maumee High School Orchestra Students will travel to Chicago, IL to perform at the Chicago Museum as well as work in clinic setting at the Vandercook University School Of Music April 4-6, 2019.
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Roll Call: Campos, Aye; Piechowiak, Aye; Balcerzak, Aye; Wiley, Aye; Wolff, Aye. The president then declared the motion carried.

18-11-07 Resignations/Retirements

It was moved by Mr. Wiley and second by Mrs. Campos that the Board approve the following resignations / retirements.

1. Lay Supplemental	
Brad Hoffman	Baseball - HS - Assistant Coach effective October 27, 2018

Roll Call: Wiley, Aye; Campos, Aye; Balcerzak, Aye; Piechowiak, Aye; Wolff, Aye. The president then declared the motion carried.

18-11-08 Employment Nominations 2018-19

It was moved by Mr. Wiley and second by Mrs. Wolff that the Board approve the following nomination, pending a successful criminal record check where it applies, for the 2018-19 school year. The Board reserves the right to treat any offer of employment as withdrawn if the contract is not signed and returned within ten (10) business days of mailing.

1. Operational Hire		
Kimberly Cundick	Playground Monitor at Wayne Trail Elementary School 9 months/year, 2 hours/day, \$12.80/hour Effective November 5, 2018	
Megan Rock	Playground Monitor at Wayne Trail Elementary School 9 months/year, 2 hours/day, \$12.80/hour Effective October 22, 2018	
2. Pupil Activity Contracts		
Jyl McCarthy	Weight Training - HS - Winter (50%) (effective 11/5/18)	\$965.50
3. Certificated Substitutes		
Dakota Ulrich	General Ed Short Term Substitute License - effective 10/30/18	
Ashley Wagner	General Ed Short Term Substitute License - effective 10/24/18	

Roll Call: Wiley, Aye; Wolff, Aye; Balcerzak, Aye; Campos, Aye, Piechowiak, Aye. The president then declared the motion carried.

18-11-09 Leaves of Absence

It was moved Mrs. Balcerzak and second by Mrs. Piechowiak that the Board approve the leaves of absence.

1. Certificated	
Brooke Landis	Medical Leave beginning approximately October 18, 2018 and continuing through accumulated sick, paid and unpaid leave through approximately November 2, 2018, in compliance with the Family and Medical Leave Act (12 weeks maximum).
2. Operational	
Janet Pouter	Medical Leave beginning approximately November 28, 2018 and continuing through accumulated sick, paid and unpaid leave through approximately February 28, 2019, in compliance with the Family and Medical Leave Act (12 weeks maximum).

Roll Call: Balcerzak, Aye; Piechoiak, Aye; Campos, Aye; Wiley, Aye; Wolff, Aye. The president then declared the motion carried.

18-11-10 Adjournment

It was moved by Mrs. Balcerzak and second by Mrs. Campos the Board adjourn the November 5, 2018 work session at 6:16 pm.

Roll Call: Balcerzak, Aye; Campos, Aye; Piechowiak, Aye; Wiley, Aye; Wolff, Aye. The president then declared the motion carried.