

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AND FUNDING AGREEMENT WITH BATH TOWNSHIP AND THE BOARD OF EDUCATION OF THE REVERE LOCAL SCHOOL DISTRICT TO CONTINUE THE SCHOOL RESOURCE OFFICER PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, the Village desires to enter into an Memorandum of Understanding and Funding Agreement with Bath Township and the Board of Education of the Revere Local School District to continue the School Resource Officer (“SRO”) Program.

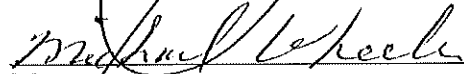
NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

- SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Memorandum of Understanding with Bath Township and the Board of Education of the Revere Local School District to continue the SRO program in substantially the same form and with substantially the same terms as the agreement attached hereto as Exhibit “A” and incorporated fully herein by reference, subject to final approval of the Director of Law.
- SECTION 2. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Funding Agreement with Bath Township and the Board of Education of the Revere Local School District to continue the SRO program in substantially the same form and with substantially the same terms as the agreement attached hereto as Exhibit “B” and incorporated fully herein by reference, subject to final approval of the Director of Law.
- SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 necessary for the immediate preservation of the public health, safety, and welfare and for the further reason that it is immediately necessary to renew the funding and continue the SRO program at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 7-21-2020


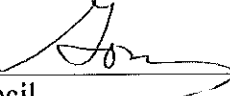


President of Council



Mayor

Dated: August 6, 2020

ATTEST:
 

Clerk of Council

**Memorandum of Understanding
Between
Bath Township, Summit County, Ohio
The
Revere Local School District
And
The Village of Richfield**

This Memorandum of Understanding is made and entered into this ___ day of ____, 2020, by and between the Bath Township Board of Trustees, Summit County, Ohio; the Revere Local Schools; and the Village of Richfield, Summit County, Ohio and shall serve to extend, under similar terms and conditions, a prior memorandum agreement the parties executed on September 1, 2017 and which expires August 31, 2020.

WHEREAS, the purpose of this MOU is to continue 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 that the SRO receives 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.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties 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 the Chiefs of Police for Bath Township and the Village of Richfield. 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 Richfield Village 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. Policy 1010 of Village of Richfield Police Department Policy Manual 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 District'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 Richfield Village 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 Richfield Village Department Chief of Police.
- B. Generally, 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 Richfield Village Police Department, or attending required activities on behalf of the Revere Local Schools. For overtime work related to patrol staffing with the Richfield Village Police Department, such costs for overtime wages and benefits shall be itemized and paid by the Village of Richfield and will be scheduled through mutual agreement between the Richfield Village 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 Richfield Village Police Department, the SRO will not be paid overtime for such work. Rather, the SRO will be paid as an independent contractor.
 - C. During periods of time when the Revere Local Schools are closed for vacation or holidays the SRO will report to the Village of Richfield Police Department, 0700-1500 hours tour of duty. The SRO will be provided an assignment as determined by mutual agreement between the Chief of Police of the Village of Richfield Police Department and Revere Local School District. During the Revere Local School District's summer vacation, the SRO's labor hours, not specifically assigned to the program, will be excluded from the proportionate share of funding from the Village of Richfield. The Chief of Police of the Village of Richfield Police Department shall determine the total labor hours to be excluded and a pro-rata adjustment for wages and benefits will be deducted from the contribution from the Bath Township.
 - 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 Village of Richfield Police Department, 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 three days) the Chief of Police of the Village of Richfield Police Department 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 agreement may choose to terminate the same in its entirety or search for a suitable SRO replacement. The parties may

develop a process through which a replacement SRO would be selected. Amounts held in escrow with Village of Richfield for wages and benefits for the SRO position will be maintained under the same terms and conditions as established in the funding commitment from each of the entities. Should a replacement SRO be selected from the Village of Richfield Police Department, the parties hereby agree that the Village of Richfield shall serve as fiscal agent for administration of the agreement and for payment of wages and benefits.

- H. The Chief of Police of the Village of Richfield Police Department may order the SRO to leave the school assignment in the event of an emergency. The time away from the SRO duty will be compensated by Village of Richfield. 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 Village of Richfield, SROs shall follow the chain of command as set forth in the Policy Manual of Village of Richfield Police Department. 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 Policy Manual of Village of Richfield Police Department. The SRO is expected to wear the uniform of the day as prescribed in the Policy Manual. 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 Village of Richfield Patrol 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. The cost of the SRO's use of a Village of Richfield patrol cruiser to travel to and from the schools shall be considered an expense to the SRO program. The standard Federal mileage reimbursement rate with a round trip total of 9 miles from the Village of Richfield Police Department to Revere High School will be used in calculating the cost of the vehicle.

IX. Access to Educational Records

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

X. FUNDING

- A. Funding for the SRO Program is set forth in the separate Funding Agreement between Richfield, Bath, and Revere.

XI. SRO Selection

- A. During the memorandum agreement period, the Richfield Police Officer originally selected to serve as the SRO shall continue in that capacity. In the event a successor SRO is to be appointed, the parties agree to seek input from the respective Chiefs of Police from the Bath and Richfield Village Police Departments for a replacement. The selection and appointment of a successor SRO shall be made in accordance with a mutually agreeable process among the entities, and shall be subject to the terms and conditions set forth in Section V (G) above. **The Superintendent of Schools shall interview and approve the successor candidate prior to assignment.**

XII. Prior Agreement

This memorandum agreement supersedes and replaces any and all previous agreements between the parties. This memorandum agreement and the attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof. All prior agreements, discussions, representations and covenants are merged herein. There are no representations, covenants, or agreements, expressed or implied, between the parties except those expressly set forth in this memorandum agreement. Any amendments or modifications of this memorandum agreement shall be in writing and executed by the contracting parties.

XIII. Duration of Governance Document

- A. This Governance Document shall become effective on September 1, 2020 and remain effective until August 31, 2023, 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.

(Signature Page to Follow)

Signed on this _____ of _____, 2020.

Superintendent, Revere Local Schools

CFO/Treasurer, Revere Local Schools

Mayor of the Village of Richfield

Bath Township Trustee

Bath Township Trustee

Bath Township Trustee

Approved: Township Legal Counsel

Approved as to Form

Alejandro V. Cortes, Law Director
Village of Richfield

