

ORDINANCE NO. 2023- 67 FIRST READING October 23, 2023
INTRODUCED BY: DENNIS GALICKI SECOND READING WAIVED
THIRD READING WAIVED

**AN ORDINANCE
APPROVING THE UPDATED MEMORANDUM OF
UNDERSTANDING AS TO TERM REGARDING THE
DEPLOYMENT OF A SCHOOL RESOURCE OFFICER,
AUTHORIZING THE MAYOR TO EXECUTE THE
UPDATED MEMORANDUM OF UNDERSTANDING ON
BEHALF OF THE VILLAGE OF SOUTH RUSSELL,
AUTHORIZING THE POLICE CHIEF TO EXECUTE THE
UPDATED MEMORANDUM OF UNDERSTANDING ON
BEHALF OF THE VILLAGE OF SOUTH RUSSELL POLICE
DEPARTMENT, AND DECLARING AN EMERGENCY.**

WHEREAS, the Village of South Russell has previously provided and is currently providing a School Resource Officer to the Chagrin Falls Exempted Village School District (“District”) and has previously entered into a Memorandum of Understanding (“MOU”) between the Village of Chagrin Falls Police Department (“Chagrin Falls”), the Village of South Russell Police Department (the “Village”), and the District (collectively Chagrin Falls, the Village, and the District are referred to as the “Parties”); and

WHEREAS, the Parties desire to update the MOU to the term of the MOU as well as to the terms set forth in the updated MOU, which is attached hereto and incorporated herein by reference as **Attachment 1**.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SOUTH RUSSELL, GEAUGA COUNTY, STATE OF OHIO:

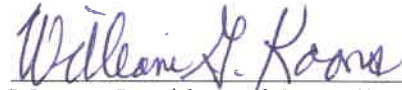
Section 1. The updated MOU with respect to extending the term of the MOU to December 31, 2024, attached hereto and incorporated by reference as **Attachment 1** is hereby approved.

Section 2. The Mayor is authorized to execute the updated MOU on behalf of the Village.

Section 3. The Police Chief of the Village is authorized to execute the updated MOU on behalf of the Village of South Russell Police Department.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the Village and for the further reason to allow the updated MOU to go into immediate effect; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force after the earliest period allowed by law.



Mayor - President of Council

ATTEST:

Fiscal Officer

I certify that Ordinance No. 2023 - 67 was duly enacted on the 23RD day of OCTOBER, 2023, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.



Fiscal Officer

Chagrin Falls School Resource Officer
Memorandum of Understanding
Updated October 23, 2023

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the **Village of Chagrin Falls Police Department, The Village of South Russell Police Department, and The Chagrin Falls Exempted Village School District** ("District" or "Board") originally effective January 1, 2021 and amended on this October 23, 2023.

This document will serve as the written agreement between the Chagrin Falls Exempted Village School District Board of Education and the Chagrin Falls and South Russell Police Departments. This agreement establishes the needed commitment and support from all participating institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer, and will be the guiding document officers, school administrators, village administrators, students, and their caregivers look to for structure and accountability.

Section 1. Purpose of MOU

This MOU establishes the mission of the School Resource Officer Program (SRO Program), and formalizes the agreement between the participating entities. The purpose of this MOU is to clarify the roles of the involved entities, to establish a clearly identified organizational structure, and to delineate the procedures of the SRO Program. The success of this program requires cooperation and effective communication between all involved entities, as well as the employees that serve within each. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating entities listed above and all community stakeholders.

Section 2. Mission

The mission of the SRO Program is to support the educational and developmental success of the youth in the community by providing a safe learning environment, and by fostering positive relationships between students and law enforcement. The SRO Program also seeks to reduce juvenile crime, drug and alcohol abuse, and other social issues faced by school-aged children, by providing a resource to both students and families. The SRO Program will support the work being done by teachers, counselors and other school administrators through cooperation and collaboration. The SRO will serve as a positive role model to instill in the student body good moral standards, good judgement and discretion, respect for other students, and a sincere concern for the school community.

Section 3. Goals and Objectives

Goals and Objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SRO Program include:

1. Maintain a safe and secure environment on school grounds.
2. Establish a rapport between the SRO and the student population at all grade levels.
3. Establish a rapport between the SRO and school administration, staff and parents.
4. Prevent incidents of school violence.
5. Reduce incidents of crime and juvenile delinquency.
6. Contribute to educational opportunities for students, parents and staff.

The SRO Program will be developed and implemented to meet the unique needs of the Chagrin Falls Exempted Village School District and the communities it serves. The SRO serves three primary roles within the schools:

Law Enforcement – The SRO is responsible for enforcing both state and local laws on the school campuses. While the SRO may assist teachers and school administration with behavioral issues of a non-criminal nature, the SRO is not meant to be a disciplinarian for violations of school rules and policies. Behavioral issues and violations of school rules or policies will be handled by school administration.

The SRO has the same discretion to act as any other police officer; however, alternatives to arrest are encouraged whenever possible.

Crime and Violence Prevention – The SRO will proactively seek to establish positive relationships with students, and serve as a role model regarding decision making, respect for others, and moral behavior. The SRO will work closely with teachers and staff to identify at risk students, as well as problem areas or practices on school grounds that foster risky or delinquent behavior. The SRO will regularly review school safety plans and procedures to ensure that they follow best practice standards, and collaborate with school officials to conduct drills and educational presentations about safety. The SRO will serve on safety review committees as necessary.

Education – The SRO should participate in the school community by becoming a member of the educational team. Participation in educational classroom activities provides the SRO with the opportunity to interact with students in a non-law enforcement setting, and provides the students with the officer's unique experiences and perspective on certain topics. The SRO will seek opportunities to become involved in the classroom through educational presentations and programming.

Section 4: Organizational Structure

Composition – The Village of Chagrin Falls Police Department shall assign one (1) full time law enforcement officer to serve as the SRO. The Chagrin Falls Police Department shall retain

the exclusive right to exercise the customary functions of management. The SRO will be certified by the State of Ohio, and will meet all minimum requirements as set forth in the SRO job description.

Supervision – The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Chagrin Falls police department. Responsibility for the conduct of the SRO, both personally and professionally, shall remain solely with the Chagrin Falls Police Department. The SRO is not considered an employee of the Chagrin Falls Exempted Village School District.

The SRO will report to, and collaborate with, the Superintendent, or their designee regarding safety and security issues, and day-to-day activities.

Training – The SRO will receive on-going training in the areas of school safety and security planning, school law, response to critical incidents, and other school-based law enforcement topics, in addition to any standard law enforcement training needed as identified by the administration of the Chagrin Falls police department.

Section 5: Procedures

Selection – The SRO position is a special assignment within the ranks of patrol, and will be filled per the Chagrin Falls Police Department's policy regarding special assignments. The current SRO is Officer Michael Baldwin. Any subsequent individual serving as SRO will be subject to the Superintendent's approval.

Chain of Command – The SRO is accountable to the Chagrin Falls Police Department chain of command. The SRO will report directly to the Executive Officer, or to the shift sergeant in the Executive Officer's absence. While at specific school buildings, the SRO will also report to the Superintendent or their designee, and will honor the administration's position of authority and decision-making regarding matters of a non-criminal nature. Except in those situations where immediate law enforcement action is warranted, the SRO is expected to cooperate with school officials, and to abide by school policy.

Collaboration – The SRO is responsible for carrying out all duties and responsibilities of a law enforcement officer. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. The SRO shall refrain from being involved in the enforcement of disciplinary rules that are not violations of laws, except to support staff in maintaining a safe school environment. The SRO will report to and defer to the school administration on all matters related to the violation of school rules or student code of conduct.

The SRO will work cooperatively with school administrators regarding criminal offenses on school property. The SRO will endeavor to avoid physical arrests for misdemeanor violations whenever possible. The SRO and the police department has the final authority on whether charges will be filed. The SRO will contact the Officer-In-Charge of the South Russell Police

Department regarding any criminal incident that occurs on the Gurney School campus, or regarding any information received by the SRO on any school campus indicating that a crime occurred in the jurisdiction of the South Russell Police Department. The South Russell Police Department has the final authority regarding any charges filed for a criminal violation at Gurney, or elsewhere in their jurisdiction.

The SRO is not a formal counselor or educator, but may be used as a resource in these areas for students, parents, teachers and all persons involved with the school. All classroom involvement, to include special programs by the SRO, will be in collaboration with the classroom teacher. The Chagrin Falls Police Department recognizes that the Chagrin Falls Exempted Village School District maintains full, final and plenary authority over curriculum and instruction in the school district.

Transporting Students – The SRO shall not transport students in Police Department vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist. The SRO shall notify school officials upon removing a student from campus.

Campus Involvement – The SRO will be stationed and maintain an office at the 7-12 campus. The officer will make regular visits to the Intermediate School and Gurney campuses, and will target all grade levels for programs and activities. The SRO will document visits and activities.

Uniform – In general, the SRO will wear the police department uniform of the day. The SRO may participate in staff dress-down days, and/or wear plain clothes as deemed necessary. The SRO will at all times carry a sidearm, police department radio, and a prominently displayed badge.

Schedule – The SRO is expected to be in the school district every day that school is in session, unless otherwise excused. It is further expected the SRO will be present in every school building each week. A log of the SRO's activity will be provided to the Chief of Policy monthly. The SRO will generally work a 40-hour week, from 7:30am-3:30pm, Monday through Friday. Minor deviations from this schedule may occur as arranged by the SRO and school administrators. Major deviations from this schedule, including those that incur overtime, must be pre-approved by the Executive Officer.

Absences – The police department will make every effort to provide a substitute officer for absences known in advance, as well as sick calls; however, all parties acknowledge and agree that substitution is subject to man-power availability.

Special Events – The SRO may attend special events and activities outside of normal hours as determined by the Executive Officer and School Administration. The SRO will not be used in lieu of detail security at sporting events or other events normally covered by detail officers, except in extenuating and pre-approved circumstances. The SRO may choose to work detail events at the established detail rate paid by the school district, following the department's procedure for outside details.

Section 6: Duties and Responsibilities:

The responsibilities of the SRO include, but are not limited to:

1. Enforces the laws of the State of Ohio and the Village of Chagrin Falls on the campuses of the Chagrin Falls School District, and act as a liaison for the South Russell Police Department.
2. Assists school officials with enforcement of school policy and regulations regarding student conduct.
3. Investigates various criminal and non-criminal issues occurring at the school, generates incident reports as necessary.
4. Protects persons and property on school premises.
5. Acts as the Incident Commander for the police department in any school emergency situation, in collaboration with District administration, until relieved by police or fire department comm and personnel.
6. Serves as a resource for students, enabling them to be associated with a law enforcement figure in the school environment; provides guidance and consultation for students experiencing problems related to law enforcement; listens and makes appropriate referrals for those students experiencing non-law enforcement related issues.
7. Identifies and establishes relationships with at-risk students for crime and risky behavior prevention.
8. Acts as a liaison between students, parents, school faculty and staff, child protective services, juvenile prosecutors, juvenile court and probation officers, and other law enforcement agencies; facilitates communication between all parties.
9. Meets with faculty, staff and parents on an individual basis to deal with specific issues or problems related to safety and security, and delinquency prevention.
10. Collaborates with school administration regarding safety plans, building security, and safety drills, including but not limited to ALICE training. Works with same to develop and evaluate new programs to meet school and department needs, such as K-9 search guidelines and policies, educational programs (including training of staff and students) and intervention programs.
11. Establishes professional relationships with staff members; coordinates with staff to develop instructional programming in areas including, but not limited to: substance abuse prevention, personal safety, internet safety, bullying, suicide prevention, driver safety, pedestrian and bicycle safety, and general law enforcement related topics.

12. Provides classroom instruction on topics as approved by the police and school administration.
13. Speaks before parent and community groups on a variety of law enforcement and safety topics. Works with parent groups to address specific areas of concern.
14. Assists with the scheduling of security for after-hours school functions such as sporting events, dances, and large-scale community events held on the school campus.
15. Serves on various committees, as requested, dealing with prevention, safety and security, or school community related issues and assists in the application process for grants to further the SRO program goals identified herein.
16. Collects and provides, as appropriate, data and information related to SRO activities (incidents, arrests, citations, etc.) to stakeholders in furtherance of the SRO program goals.
17. Supports and promotes the School Resource Officer Program within the community.
18. Serves on the District's Threat Assessment Team, as requested by the District.
19. Provides training to District staff members regarding Threat Assessments.

The responsibilities of the SRO supervisor (Executive Officer) include but are not limited to:

1. Meet with and obtain regular reports from the SRO regarding daily activities, areas of concern, and program goals.
2. Collaborate with the Superintendent and their designee for the purposes of performance evaluation.
3. Coordinate and approve deviations from the standard work schedule of the SRO.
4. Ensure SRO compliance with department directives and policies.

The responsibilities of the School Administration include but are not limited to:

1. Provide the SRO with a private, reasonably furnished office space, to include a door that can be properly locked.
2. Ensure the SRO has reasonable opportunities to address teachers, school administrators, and student families about the SRO program, goals and objectives.
3. Provide the SRO with reasonable opportunities to become involved in student activities such as classroom presentations and safety assemblies.

4. When school personnel discover weapons, drugs, alcohol or other illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. The SRO will take possession of the contraband as evidence, and/or for purposes of destruction per police department policy.
5. School personnel shall timely notify the SRO of any information indicating a threat to the safety of the school, when evidence of a criminal offense is discovered, or any anticipated parental problems due to school discipline and/or domestic issues.

Section 7: Confidentiality and Information Sharing

Student information and their educational records shall remain confidential to the maximum extent allowed by law. Confidentiality shall be maintained and the release and sharing of any student records shall be carried out in accordance with state and federal law, including but not limited to the provisions of the Family Education Rights and Privacy Act of 1974 (“FERPA”) (20 U.S.C. §1232g; 34 C.F.R. Part 99) and the Individuals with Disabilities Education Improvement Act (“IDEIA”). Unauthorized disclosure of confidential information in violation of state or federal law, including but not limited to FERPA and IDEIA shall be a material breach of this MOU and may provide cause to terminate the Agreement, upon such occurrence, regardless of Section 10. The provisions of this section shall survive the expiration of this Agreement.

The SRO shall be provided access to a student’s education records with written consent of the eligible student or the parent/legal guardian of a student under the age of 18. However, the District is not obligated to seek and/or secure written consent on behalf of the SRO for this purpose. Otherwise, education records will only be provided to the SRO pursuant to a court order or lawfully issued subpoena or other exception pursuant to FERPA.

The SRO may be provided access to student education records in carrying out his/her duties as SRO pursuant to FERPA when determined by the District to be a school official with a legitimate educational interest in the student education record. In such circumstances, the SRO is under the direct control of the District with respect to use and maintenance of education records, and remains subject to the requirements of FERPA with regard to disclosure of student personally identifiable information (“PII”) from education records, including the limitations on use only for purposes for which the disclosure was made (e.g. to promote school safety and the physical security of students), and governing redisclosure of PII from education records.

The SRO also maybe provided access to student education records pursuant to FERPA in the event of District determination of an articulable and significant threat to the health or safety of a student or other individuals. In such circumstances, school officials may disclose information from student records to the SRO when the SRO’s knowledge of the information is necessary to protect the health or safety of the student or other individuals.

Information the SRO obtains from school personnel that deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file, which will not be part of the student’s school record. Additionally, law enforcement unit records are not student education

records, and as a result are not subject to FERPA disclosure requirements. Law enforcement unit records are records that are created and maintained by a law enforcement unit that is authorized or designated by the District for a law enforcement purpose.

The SRO will provide a monthly activity report to the Superintendent, building principals, high school Assistant Principal, and the Chief of Police for both the Chagrin Falls and South Russell Police Departments. The SRO will make an annual presentation to the Village Councils of both Chagrin Falls and South Russell and the School Board regarding the program.

Section 8: Threat Assessment

Threat assessments shall be conducted pursuant to District policies and procedures and state law. When determined necessary by the District, the SRO shall serve as a member of the threat assessment team. In his/her capacity as threat assessment team member, the SRO shall be provided access to information necessary to fully participate in the threat assessment team process. Disclosure and/or redisclosure of PII received during the course of the threat assessment procedures shall be made in compliance with Board policy and state and federal law.

Section 9: Complaints and Problem Resolution

Complaints against the SRO shall follow the normal complaint process of the Chagrin Falls Police Department, and include notice to appropriate school administrators.

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Chagrin Falls Exempted Village School District and the Chief of the Chagrin Falls Police Department or their designees.

If the Superintendent is dissatisfied with an assigned SRO, then the Superintendent may request that the Chief of Police assign a different officer as the SRO.

Section 10: Term

The term of the agreement will be from January 1, 2021 - December 31, 2024.

Section 11: Termination

The parties will periodically review this MOU for relevancy, monitor its terms for effectiveness, and consider whether any modifications are required. The villages of Chagrin Falls and South Russell, as well as the school district, can withdraw from the agreement by submitting a request in writing. Notice must be given by February 1 prior to the upcoming school year, and the agreement will be voided on the last day of the school year in which notice was provided.

Section 12: Financial Agreement & South Russell Village Financial Contribution

Chagrin Falls Schools will be invoiced for the hours in which the School Resource Officer works within the district. The below hourly rates have been developed and cover salary, pension,

medical and FICA. The rate for 2023 is an accurate representation of the hourly rate while 2024 is considered to be an estimate. Each December Chagrin Falls Police Chief and the Chagrin Falls Exempted Village School Superintendent will review and finalize the rate for the upcoming year.

2021 - \$49.74 / hr.
 2022 - \$54.32 / hr.
 2023 - \$56.46/ hr.
 2024 - \$66.37/ hr.

South Russell Village will contribute \$5,000 annually to the program. invoice South Russell in January each year.

<u><i>Sharon Bray</i></u>	<u>10/30/2023</u>	<u><i>D. Jennifer Penczarski</i></u>	<u>10/24/2023</u>
Board President	Date	Superintendent	Date

<u><i>William A. Tomko</i></u>	<u>10/23/2023</u>	<u><i>Amber Ducek</i></u>	<u>10/23/2023</u>
Chagrin Falls Mayor	Date	Chagrin Falls Police Chief	Date

<u><i>William G. Korns</i></u>	<u>10/23/2023</u>	<u><i>Michael Rizzo</i></u>	<u>10/24/2023</u>
South Russell Mayor	Date	South Russell Police Chief	Date