

25 July 2022

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO
A MEMORANDUM OF UNDERSTANDING WITH RIDGEWOOD LOCAL SCHOOL
DISTRICT TO IMPLEMENT THE SCHOOL RESOURCE OFFICER PROGRAM AND
DECLARING AN EMERGENCY**

WHEREAS, the Village desires to enter into an agreement with Ridgewood Local School District to implement the School Resource Officer (SRO) Program.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of West Lafayette, Coshocton County, State of Ohio;

Section 1: That the Mayor and the Fiscal Officer be, and they hereby are, authorized and directed to enter into a Memorandum of Understanding with Ridgewood Local School District to implement 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 Village Solicitor.

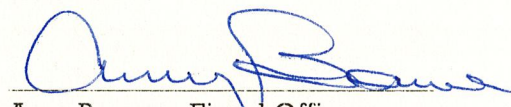
Section 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3: That this resolution shall be and is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and for the reason that it is immediately necessary to initiate the funding and implement 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 IN COUNCIL THIS 25 day of July, 2022.


Stephen R. Bordenkircher, Mayor

ATTEST:


Amy Bourne, Fiscal Officer

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is executed this _____ day of _____, 2022 by the below listed entities:

Ridgewood Local School District Board of Education (“District”, “school”)
Village of West Lafayette (“Village”)

This document will serve as the written agreement between the Ridgewood Local School District and the Village of West Lafayette Division of Police, in accordance with R.C. 3313.951. This document provides the guidelines and policies relevant to the performance of the School Resource Officer (“SRO”). Nothing in this MOU shall be construed as limiting or impeding the cooperation of the participating entities, listed above, and all community stakeholders.

I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, this MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youths formally referred to the juvenile justice system.

II. Mission

The mission of the SRO Program is to promote school safety by building a positive and safe school environment. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. SROs will establish a channel of communication with students, parents, and teachers.

The role of the SRO is not to enforce school discipline or punish students. SROs will, however, investigate criminal activity affecting the school district, taking all statutory duties necessary to effectively document and report such investigations, as well as, serve as a positive role model.

SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO Program

SRO program goals include:

1. To ensure a safe learning environment for all children and adults who enter the District’s building(s).
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.
4. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO Program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

Law Enforcement Role – SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether a student situation requires law enforcement activity to address shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While law enforcement is the role of SROs, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

Fostering Positive School Climate /Crime Prevention – One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include 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. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

Education –SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

IV. Organizational Structure

A. Composition

The SRO Program will consist of one full time certified Peace Officers for the State of Ohio, subject to the employ and command of the Village of West Lafayette Police Department, as well as, meet all requirements as set forth by the District's and Village's Rules and Regulations and Policies.

Compensation for the SRO will be outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Officer Recruitment & Selection

There shall be a police officer, employed by the Village of West Lafayette's Police Department, assigned to the District's schools, who shall act as the SRO. The SRO's job description and duties while assigned to the District are included in this MOU. During the time period in which the police officer is acting as the SRO for the District, said police officer shall be acting within the course and scope of his/her employment with the Village of West

Lafayette's Police Department. The Board will be provided an opportunity to review the applicants for the SRO Position and may recommend its choice for the position. However, the final decision on the employment of a police officer to be assigned as a SRO rests with the Village of West Lafayette's Police Department.

SROs shall meet two general criteria:

- 1) **Experience as a police officer and commitment to student well-being** – SROs must have a minimum of two years' experience as a patrol officer, be at least 21 years of age and have extensive experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
- 2) **Successful performance** – All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. Training Requirements

Any person assigned to serve as the SRO shall have completed a basic training program approved by the Ohio Peace Officers Training Commission, as described in R.C. 109.77(B). Prior to entering service as an SRO, officers shall complete a minimum of 40 hours of initial training that covers responsibilities of and limitations of SROs, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment from a person or entity approved by the Ohio Peace Officers Training Commission. In addition, it is recommended that SROs receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, and cultural competence.

V. Operational Procedures

Chain of Command for SRO's: The SRO will be ultimately accountable to the Village Police Department chain of command. However, while at the school, the SRO will be additionally accountable to the Superintendent, and the building principal or designee. The SRO shall cooperate with the school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of school officials.

The SRO's activity in the school is guided by the following procedures and supervision and evaluation shall be provided by both parties hereto, to effectively support SROs efforts and monitor their progress:

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/ prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department/. Specific daily assignments to accomplish this function will vary by school. The SRO and school principal(s) or designee(s) will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. SRO's shall never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

- 1) To enforce criminal law and protect the students, staff, school property, and public at large against criminal activity.
- 2) Foster mutually respectful relationships with students and staff to support a positive school climate.
- 3) Provide information concerning questions about law enforcement topics to students and staff.
- 4) Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills, as requested by the school.
- 5) Coordinate investigative procedures between police and school administrators.
- 6) Handle initial police reports of violent crimes committed on campus.
- 7) Take enforcement action on criminal matters when appropriate and after consultation with school administrators.
- 8) Attend school special events as needed.
- 9) Prepare lesson plans as necessary for the instruction provided.
- 10) Collect data on SRO activities (arrests, citations, etc.)

B. Uniform

The SRO is in a Village supplied uniform at all times while providing services under this MOU.

C. Daily Schedule

To be determined by the commanding officer and the school administrators consistent with the MOU, throughout the school year, as established in the District calendar.

D. Absence/ Substitution

Substitute SROs shall, at a minimum, have the same requisite experience as regular SROs and, ideally, should have had some training in child development, trauma, and conflict resolution in the school environment.

E. Special Events

To be determined by the commanding officer and the school administrators consistent with this Agreement. The SRO will have a right of first refusal on any special duty relating to the District.

F. Summer Activity

SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the school district; however, they will spend the majority of this time on Village Police Department assignments.

G. Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

- 1) School staff will contact SROs to inform them of all violent or other serious criminal activity that creates a safety risk that occurs on the school campus. SROs and school officials shall discuss and agree in

writing on what levels of violent activity would prompt school officials to notify the SROs. This information will be conveyed to all school staff. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.

- 2) For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SROs powers to arrest will be governed by the Ohio Revised Code.
- 3) The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

H. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or school's rules that are not criminal matters shall always be handled by school faculty and staff, not SROs. SROs shall not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

I. Data Collection

SROs shall submit a monthly activity report to the Superintendent of Schools, building principals, and his/her Chief of Police. The report shall include descriptions of all activities engaged in by the SRO, including 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. See J. 1. below.

J. Sharing of Information

Communication and information sharing is essential to the success of the SRO program.

1. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant Village Police Department and District policies.
2. The sharing of arrest related information by the S.R.O. with school administration upon request or at the direction of the S.R.O. will involve the dissemination of arrest reports and calls for service filed with the Village Police Department or from other Police agencies coming into contact with students from the District.
3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the S.R.O.

4. If the SRO is aware of information on a student that is officially obtained by the Village Police Department, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
5. If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by a The Village of West Lafayette Chief of Police
6. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file. This file may be shared with other Division personnel and Criminal Justice Agencies, but will not be part of the student's school record.
7. Hearsay information or rumors will alone, not be the basis for any formal action by the Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.
8. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the Village of West Lafayette limits shall be relayed to the police department of jurisdiction.
9. When any felony occurs or any crime that prompts a Public Information Officer response from the schools or the Village, or if a school building is evacuated the SRO shall contact his immediate supervisor as soon as possible.
10. The SRO shall have access to any public records maintained by the school to the extent allowed by law.

The following procedures shall be followed to facilitate a free flow of information between school officials and the SRO:

K. Role in Locker, Vehicle, Personal, and Other Searches

SROs may participate in a search of a student's person, possessions, locker, or vehicle 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. SROs will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- i. Strip searches of students by SROs are prohibited.
- ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.

Limits on Interrogations and Arrests

1. **Interrogations** –SROs 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 in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians shall be allowed sufficient time to arrive at school to be present for interrogation.

2. **Arrests** –Incidents involving public order offenses, including, but not limited to, disorderly conduct, profanity, and fighting that do not involve serious 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.
 - i. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
 - ii. The student’s parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
 - iii. Unless there is a serious and immediate threat to student, teacher, or public safety, SROs shall not use physical force or restraints on students.

L. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of the District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

M. Role in Truancy Issues

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

VI. School District Responsibilities

The District shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO’s duties:

- 1) Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for purposes of performing his/her duties under this MOU.
- 2) A location for files and records which can be properly locked and secured.
- 3) A desk with drawers, chair, work table, filing cabinet, and office supplies.
- 4) The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- 5) The opportunity to provide input regarding criminal justice problems relating to students.
- 6) The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- 7) The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- 8) School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- 9) SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.
- 10) Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- 11) Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

VI. Police Department Responsibilities

1. The Village shall furnish forty (40) hours of SRO services each week to the District when the District is in session. The parties further agree that said hours of SRO services are to be agreed upon by the parties. Village shall provide one (1) SRO who shall patrol the designated service areas based on a pre-determined work schedule. When the District is not in session for holidays, snow days, etc. the District shall make the determination whether the SRO will report to the District.
2. Make available to the SRO all training programs and other regular facilities of the Village Police Department.
3. Give prompt notice to the District whenever the Village Police Department observes or becomes aware of any fault or deficit in the services provided by the SRO or any non-conformance with this Contract.
4. The Village Police Department will provide the District, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
5. Provide the SRO with one properly equipped and fueled patrol emergency vehicle for the period of time the SRO is working at the District.
6. Village PD will provide standard issued duty weapon and ammunition for the SRO.
7. Provide the District with a periodic activity report when requested by the District. The will be available at District board meetings, as requested, to the extent possible.
8. The SRO will be provided with access to and/or copies of the District emergency management plan for each building. The SRO will be provided a student's confidential and personally identifiable information only when authorized by the District Superintendent, when the SRO is performing a service or function for which the District would use its employees, such as conducting threat assessments, promoting school safety, and protecting the physical security of students. The SRO 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 SRO ("records") relate to the SRO's role as a Village Police Department employee. These records will not be maintained by the District and are not student records.

VII. CRISIS PLANNING

The District and the Village of West Lafayette Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the District should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Village Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the District.

VIII. Reviewing the MOU and SRO Program

The assigned parties shall review the MOU/SRO Program annually and make adjustments as needed. Any revisions will be reflected in an updated MOU. The District shall annually complete a performance review of the SRO and provide the SRO with feedback regarding his/her job performance. The results of this review will be shared with the Village Police Department.

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

IX. PROBLEM RESOLUTION

Unforeseen difficulties or questions will be resolved by negotiation between the

Superintendent of the District and the Village Police Department or their designees.

X. GENERAL PROVISIONS

A. Breach

If either party breaches a provision of this MOU, the non-breaching party shall provide the breaching party with written notice of said breach. If the breach is remedied within fourteen (14) days of receipt of the breach notice, the non-breaching party shall have the right to terminate this MOU upon expiration of said remedy period. If this MOU is terminated due to a breach, the breaching party shall be liable for all damages, including but not limited to any documented and verifiable incidental and consequential damages incurred as a result of said breach. However, neither party shall be responsible to the other for any loss or failure to perform its respective obligations under this MOU when such loss or failure is caused by conditions beyond the party's control, such as fire, explosion, water, act of God, civil disorder or disturbance, labor dispute, vandalism, war, riot sabotage, weather or energy related closing, governmental regulations, or other similar causes.

B. Termination Other than for Breach

Either party may terminate this MOU for any reason not set forth in Paragraph A above by providing the other party with written notice of its intent to terminate within thirty (30) days prior to the date of termination.

C. No Waiver

No failure of a party to exercise any power reserved to it by this MOU or to insist upon strict compliance by the other party with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of a party's right to demand strict compliance with any of the terms of this MOU. Waiver by a party of any particular default shall not affect or impair a party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that party of any right hereunder, or of its right upon any subsequent breach or default to terminate this MOU prior to the expiration of its term.

D. Amendment

This MOU may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by the parties.

E. Assignment

No party may assign or otherwise transfer, voluntarily or by operation of law, this MOU without the prior written consent of the other party.

F. Entirety

This MOU contains the entire agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior agreement or similar type of agreement between the parties, oral or written, is hereby superseded and terminated.

G. Governing Law

The laws of the State of Ohio shall govern the validity, performance, and enforcement of this MOU.

H. Severability

Each article, paragraph, provision, term, and condition of this MOU, and any portions thereof, shall be considered severable. If, for any reason, any portion of this MOU is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this MOU shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.

I. Section Headings

The section headings contained in this MOU are for convenience of reference only and shall not affect the meaning or interpretation of this MOU.

SIGNATURE OF PARTIES & SIGNATURE DATE

Christopher Walters, Chief of Police, Village of West Lafayette, OH

Date

Stephen Bordenkircher, Mayor, Village of West Lafayette, OH

Date

Amy Bourne, Fiscal Officer, Village of West Lafayette, OH

Date

Superintendent, Ridgewood Local School District

Date

APPROVED AS TO FORM:
SOLICITOR FOR VILLAGE OF WEST LAYAFETTE

Joel Blue

Exhibit A

Memorandum of Understanding

Between

Ridgewood Local School District Board of Education

And

Village of West Lafayette, Division of Police

SRO Compensation;

Total purchase service paid by the Ridgewood School District to the Village of West Lafayette Division of Police for the SRO's services annually is \$46,051.20 for the duration of the District's school year, as annually established in its school calendar. The Village of West Lafayette Division of Police shall be responsible for paying and maintaining the SRO's fringe benefits. The police officer to be assigned to the District to serve as SRO will be covered by Workers' Compensation Insurance maintained by the Village of West Lafayette Division of Police, and the Village of West Lafayette Division of Police will maintain public liability insurance coverage on the police officer assigned to the District during the term of the MOU.

The assigned parties shall review the MOU/SRO Exhibit A annually in July and make adjustments as needed pertaining to any annual hourly raises provided by the Village of West Lafayette Council.

