

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2023-**106**

Introduced By: Mayor Matthew Castelli

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE BEREA CITY SCHOOL DISTRICT FOR THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM

WHEREAS, the Berea City School District ("District") and the City of Middleburg Heights agree that School Resource Officers provide significant benefits to the safety and security of students, faculty, parents, and the public; and

WHEREAS, the District and the City agree that an effective SRO program builds positive relationships between law enforcement, school staff, and the students; promotes a safe and positive learning environment; and decreases the number of students formally referred to the juvenile justice system; and

WHEREAS, the District wishes to maintain a uniformed peace officer presence at Berea-Midpark Middle School and Big Creek Elementary School; and


WHEREAS, the City agrees to provide the District with sworn officers to serve as SROs at Berea-Midpark Middle School and Big Creek Elementary School.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to enter into a memorandum of understanding with the Berea City School District, a copy of which is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 12/12/23


President of Council

Move for suspension of Charter Section 4.10
(5 day delivery requirement) & Council Rule 3
(24 hour agenda requirement).

Attest: M. Meola
Clerk of Council

Approved On: 12-14-23

Presented to Mayor: 12/13/23

Matthew Cash
Mayor

	Yea	Nay
Bortolotto	<u>X</u>	_____
Ali	<u>X</u>	_____
Sage	<u>X</u>	_____
Meany	<u>X</u>	_____
McGregor	<u>ABSTAIN</u>	_____
Ference	<u>X</u>	_____
Grech	<u>ABSTAIN</u>	_____

I, Mary Ann Meola Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Res 2023-106 adopted by the Council of the City of Middleburg Hts., on 12/12/23 was posted for a period of fifteen days, beginning 12/15/23 and remained so posted for fifteen days at the two posting places as designated by Charter.

Mary Ann Meola
Clerk

CERTIFICATE

I, Mary Ann Meola, Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Res. 2023-106 passed on the 12th day of December 2023 by said Council.

Mary Ann Meola
Clerk of Council

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Berea City School District ("District") and the City of Middleburg Heights Division of Police ("City" or "MHPD"). This agreement dated effective _____.

Whereas, the parties agree that School Resource Officers ("SROs") at Berea-Midpark Middle School and Big Creek Elementary School provide significant benefits to the safety and security of students, faculty, parents, and the public; and

Whereas, the parties agree that an effective SRO program builds positive relationships between law enforcement, school staff, and the students; promotes a safe and positive learning environment; and decrease the number of students formally referred to the juvenile justice system; and

Whereas, the District wishes to maintain a uniformed peace officer presence at both schools during all scheduled school days, on designated in-service days and at school events, as may be specially requested in advance; and

Whereas, the City agrees to provide the District with the MHPD shall assign one dedicated sworn officer to serve as SRO at Berea-Midpark Middle School and the equivalent of one full-time peace officer to serve as SRO at Big Creek Elementary School.

Now, therefore, in the consideration of the mutual promises outline below, the parties agree as follows:

AGREEMENT AND TERMINATION

The term of this Agreement shall cover the 2023-2024, 2024-2025 and 2025-2026 school years, plus any such days and events as agreed to in advance by the parties.

If either party experiences a fiscal emergency that cannot otherwise be resolved, then this MOU may be terminated by either party upon sixty (60) days advance written notice. The parties agree to work in good faith to preserve the SRO Program as outlined herein.

COMPENSATION

The parties agree that the City shall be compensated based on the actual hours worked performing duties related to the SRO position. The City shall invoice the District each month for the prior month's services. Payment shall be made to this City within 30 days of receipt of the monthly invoice.

The hourly rate for each SRO shall be based on the wages, including a professional wage supplement (if applicable) contained in the Collective Bargaining Agreement between the City of Middleburg Heights and the appropriate bargaining unit.

The District shall pay the overtime rate, with professional supplement, in the event that the SRO performed more than 40 hours of SRO-related work in a week and any associated supervisory overtime, if required, applicable to the SRO related work.

The parties acknowledge that the City shall cover the entire cost of the SRO's benefit package. Therefore, if the City applies for and receives any grant for providing SRO services, the City shall be entitled to 100% of the grant money without any offset from or to the District. Likewise, if the District shall be entitled to 100% of any grant funding it receives for the SRO program.

Time spent by an SRO or substitute SRO attending court or other function arising from their duties as an SRO, shall be considered time worked.

If any SRO attends training directly related to their school-related duties, the time spent at training shall be considered time worked. All other costs related to the training shall be paid for by the City. The parties shall agree in advance that a particular training class constitutes training that is directly related to their duties as an SRO.

SELECTION PROCESS

The MHPD shall assign one dedicated sworn officer to serve as SRO at Berea-Midpark Middle School and supplement if needed as determined by the Chief of Police or the Chief's designee. The SRO position at the elementary school may be staffed with either one FT or PT sworn officers.

Whenever an SRO position opens, the Chief shall seek candidates for the SRO position.

The Chief or his designee shall interview each candidate, whether full time or part time, to determine suitability for the position. The District may make a recommendation for an SRO candidate to the Chief.

The Chief shall consider the recommendation(s) of the District but shall have the sole authority to select and fill the vacancy.

The parties agree that the successful candidate will exhibit a sincere concern for the entire school community, staff, students, faculty, and the educational mission of the District. The SRO is expected to be respectful and empathetic to the concerns of those with whom he or she interacts. The successful candidate shall also have effective communication skills, both in one-on-one encounters and in addressing large groups.

TERMINATION OR REASSIGNMENT OF AN SRO

If at any time the District feels that an SRO is not adequately performing the functions of the position or that the SRO is unable to appropriately support or further the mission of the District, the District may request a change by addressing such request in writing to the Chief of Police. The Chief and the designated school official shall meet to discuss the reason for the request. The request shall not be unreasonably denied.

The City reserves the right to temporarily or permanently reassign an SRO to non-school related duties.

The MHPD shall promptly inform the District if the SRO is arrested and/or subject to discipline or investigation for misconduct of any nature, whether on or off-duty. Based upon the information from the MHPD, the District may request another officer be assigned as an SRO pending the outcome of the investigation or discipline.

SCHEDULING

The City shall make every effort to provide SRO services on each scheduled school day, designated in-service days and at any pre-arranged events.

In the event of an absence on the part of the regularly assigned SRO, the City shall attempt to find a substitute.

The parties understand that in the event of an emergency, the SRO may need to leave the school to perform other duties. In that case, the City shall not include those hours as time served.

EMPLOYMENT PROVISIONS

SROs shall at all times be considered employees of the City of Middleburg Heights. It is understood that SROs shall have no rights under the District's employment, retirement, or personnel rules.

It is understood that full-time SROs are subject to a collective bargaining agreement.

Responsibility for an SROs conduct, both personally and professionally, shall remain with the City. The SROs continue to be under the direct supervision of the MHPD, subject to the MHPD chain of command, at all times. However, while at the school, an SRO shall be additionally accountable to the principal or the designee.

Any concern about the conduct of an SRO shall be reported immediately to the Lieutenant in charge of the School Resource Officer Program.

TRAINING

The parties agree that the SRO is subject to all training requirements pursuant to Ohio Revised Code 3313.951(B)(1)(b).

The District understands that the SRO will be required to attend periodic training.

GENERAL DUTIES AND RESPONSIBILITIES

The SRO shall be visible and accessible in hallways, classrooms, cafeteria, gym, and other student-centered areas, interacting and talking with students throughout the day. Absent an emergency or other training obligation, the SRO is expected to spend the majority of each day in these student-centered areas to ensure ample time for interaction with students.

The SRO shall be cognizant of student behavior patterns and attitudes that may give clues of an impending situation that could be potentially dangerous. The SRO shall promptly notify the proper school staff or administrative team in order to be ready, if necessary, to intervene.

To be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions, especially in the area of substance abuse.

To appear before the District or other public body, student councils, parent groups and other such organizations, as a speaker on a variety of requested topics.

In the event that a Youth Diversion Program is implemented at the middle school, the SRO will be expected to participate, as necessary.

The Parties agree to discuss other areas of mutual concern, including, but not limited to truancy, for the purpose of determining if and how the SRO Program might assist the schools in bettering student attendance.

ROLE IN SCHOOL POLICY VIOLATIONS

The administration of student discipline, including student code of conduct violations and student behavior, is the responsibility of the BCSD, unless the violation or misbehavior involves criminal conduct. SROs should not directly intervene unless the situation directly affects an immediate threat to the health, safety, security and welfare of the student or other involved person and shall employ de-escalation techniques as appropriate.

The SRO is not generally responsible for investigating school rule violations unless the violation involves criminal conduct.

The SRO must be able to differentiate between school disciplinary issues and potential criminal actions and to respond appropriately.

The SRO shall, however, report school policy violations through proper channels to be handled by school officials.

PROTOCOL FOR HANDLING SUSPECTED CRIMINAL ACTIVITY AND SCHOOL DISCIPLINE

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report-taking. The SRO has authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, should perform their duties mindful of the parties' common goal of supporting student success.

Best practices dictate that an SRO should consult with school officials prior to making an arrest or charging a student suspect. However, if it is determined that probable cause exists, the decision to charge or arrest a suspect is solely that of the officer.

MISCELLANEOUS PROVISIONS

The SROs shall work cooperatively with the District in their emergency response training and lockdown drills.

The BCSD shall provide the SRO with a designated work area, including a private office if available, with locked storage, and those routine office supplies necessary to perform their duties. If BCSD is unable to provide a private office, space will be provided, if and when necessary, for the SRO to make confidential phone calls.

SROs shall not transport students in police vehicles unless the student needs assistance, is a victim of crime, under arrest or in other documented emergency situations. Southwest Dispatch shall be advised in accordance with the existing policy of the Middleburg Heights Police Department.

SROs shall not transport students in their personal vehicle.

SROs shall not meet with a student outside of school, unless such meeting occurs at the police station, and only with the approval of the SRO's on duty supervisor or supervising Lieutenant. In the rare instance that an SRO communicates with a student by email or text, it shall be done using either a City or school-provided

device and a City or school-provided account. The SRO shall report all out of school contacts to the supervising Lieutenant. All records of communication shall be preserved in accordance with the City's retention schedule.

An SRO shall not use a physical restraint device, such as handcuff, on a student unless the student is being placed under arrest and/or if a student poses a substantial risk of physical harm to himself or herself or to another person.

SROs may participate in a search of a student's person, lockers, possessions, or vehicle only where there is probable cause to believe that the search will result in evidence that the student has committed or is committing a criminal offense. An SRO shall never request that a school official conduct a search for law enforcement purposes.

An 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 in age-appropriate language and only after attempting to inform the student's parent or guardian, unless the student is age 18 or older. Parents or guardians shall be allowed sufficient time to arrive at school to be present for the interrogation.

PRIVACY

An SRO may be provided with records and information in accordance with state law and District policy. It is the SROs responsibility to maintain the integrity of the position and hold confidential information in high regard. Student files and records containing personal information about a student must always be regarded as confidential. The SRO shall be familiar with and comply with student privacy laws, including but not limited to, the Family Educational Rights and Privacy Act of 1974 (FERFA, 20 USCA 1232g) and Ohio privacy laws (ORC 3319.321 and Chapter 1347), as applicable. The District understands that the City and SRO are subject to the Ohio Public Records Law as set forth in ORC 149.43.

ACCEPTANCE OF RESPONSIBILITY

The parties agree that nothing in this Agreement shall operate as and/or be interpreted to be a waiver of either party's respective sovereign immunity pursuant to state and federal law.

The District, to the fullest extent permitted under applicable law, shall be responsible to the actions or omissions of its employees acting within the scope of their employment.

The MHPD, to the fullest extent permitted under applicable law, shall be responsible to the actions or omissions of its employees acting within the scope of their employment.

Each party shall maintain, at its own expense, insurance in the form of a comprehensive general liability policy.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date above first written.

For Berea City School District ("District")

By: _____
(Tracy L. Wheeler, Superintendent)

Date: _____

(Jill A. Rowe, Treasurer)

(Cori Farris, Board of Education President)

For City of Middleburg Heights ("City")

By: *Matt Castelli*
(Matt Castelli, Mayor of Middleburg Heights)

Date: 12-14-23