

The City of *Westlake* Ohio

DENNIS M. CLOUGH, MAYOR



www.cityofwestlake.org

LAW DEPARTMENT

MICHAEL P. MALONEY, DIRECTOR

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Westlake, OH 44145

Phone 440.871.3300
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January 8, 2019

Dr. Scott Goggin, Superintendent
Westlake City School District
24525 Hilliard Boulevard
Westlake, Ohio 44145

Re: Memorandum of Understanding Between the City of
Westlake and Westlake City School District

Dr. Goggin:

Enclosed please find the Memorandum of Understanding Between the City of Westlake and Westlake City School District for your signature. Please return a fully executed copy to my attention.

Thank you for your assistance regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael P. Maloney".

Michael P. Maloney, Esq.
Director of Law

MPM/jls
Enclosure

RECEIVED

JAN 11 2019

WESTLAKE CITY SCHOOLS
SUPERINTENDENT'S OFFICE

Memorandum of Understanding Between The City of Westlake and Westlake City School District

This Memorandum of Understanding (MOU) is being executed on 12/ /2018 by the below listed entities:

**The City of Westlake
Board of Education of the Westlake City School District**

Pursuant to Ohio Revised Code 3313.95 and 3313.951, this document will serve as the written agreement between the City of Westlake and the Board of Education of the Westlake City School District (“the Board” or “the District.”).. This agreement clarifies the purpose of the school resource officer program and roles and expectations between the participating entities along with establishing the needed commitment and support from both institutions. This document also provides a series of guidelines and policies for the School Resource Officer Program.

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, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will assist in building a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and seeks to decrease the number of students formally referred to the juvenile justice system.

II. MISSION

The mission of the SRO Program is to promote school safety by building a positive school climate. The SRO Program provides for Drug Use Prevention education delivered by a police officer. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program aides in this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students, good moral standards, good judgment and discretion, respect for other students, and a concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between students, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. GOALS OF THE SRO PROGRAM

Goals and objectives are designed to develop and enhance rapport between students, families, police officers, school administrators, and the community in order to promote overall student achievement and success. The SRO Program goals include:

1. Promoting a safe learning environment for all students and adults who enter the building;
2. Helping reduce potential harm related to incidents of school violence;
3. Helping reduce the negative impacts of alcohol, drug, and prescription drug abuse;
4. Fostering a positive school climate based on respect for all students and adults in the school; and
5. Collaborating with behavioral health and other care providers in the community for student and family referral.

IV. ROLES OF THE SRO PROGRAM

The program is designed to fulfill three overall roles:

A. Law Enforcement Role – The SRO is primarily responsible for law enforcement activities occurring at the school during school hours, but not general student discipline (which is under the control of school district administrators). A determination of whether an activity raises to the level of a law enforcement activity is the SRO's responsibility, and may 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, not the SRO. Exceptions may be made for criminal conduct that the individual believes requires police intervention.

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

B. Education, Including Drug Use Prevention Education – The SRO shall 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 students, their families, and school staff. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource. The SRO is trained in Drug Use Prevention education systems, and must be available to provide counseling to students as needed.

C. Fostering Positive School Climate/Crime Prevention – One of the primary roles that the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students, and will strive to build a school culture of open communication and trust between and among students and adults by focusing on the SRO 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, facility security checks, 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. The SRO may also

complete security surveys analyzing the physical safety of school property and facilities.

V. ORGANIZATIONAL STRUCTURE

A. Composition

The SRO Program will consist of full time and/or part-time Westlake Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Westlake Police Department and by applicable law including Ohio Revised Code §3313.951. The SROs shall be employees of the City of Westlake and are subject to all policies and procedures of the Westlake Police Department and the City of Westlake. However, SRO assignments shall be subject to Superintendent approval. If the Superintendent is dissatisfied with an assigned SRO, then the Superintendent may request that the Chief of Police assign a different officer to serve as an SRO. Additionally, SROs shall be subject to all applicable laws and policies and procedures of the District.

B. Officer Recruitment & Selection

The Westlake Police Department establishes guidelines for the selection of officers to serve as an SRO. The selection process and appointment of the SRO is completed by the City of Westlake.

The SRO shall meet three general criteria:

1. **Experience as a police officer** – The SRO shall have a minimum of ten years of experience as a police officer. The SRO shall have and maintain OPOTA/OHLEG/LEADS certifications and meet annual firearms proficiency and in-service training requirements. Prior military/SWAT tactical training and relevant deployment is preferred.
2. **Successful performance** – The SRO shall have proven performance as reflected by prior performance evaluations. The SRO shall be free of significant disciplinary action and maintain physical fitness standards as established by the Westlake Police Department. Complaints against the SRO shall follow the normal complaint process of the Westlake Police Department and include notice to the appropriate school administrators.
3. **Commitment to community and youth well-being** – The SRO shall have experience working with youth and an interest in student success and juvenile justice, an understanding of child and adolescent development and psychology, and the desire to create a positive school climate. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff, as critical for the well-being of the community.

C. Training Requirements

All SROs who are hired on or after November 2, 2018 shall complete training which complies with Ohio Revised Code §3313.951. For all other SROs, within one year of the date of this Memorandum of Understanding, the SRO shall complete an SRO Basic Training course of initial training that covers responsibilities and/or limitations of SROs, Ohio school laws, MOUs, child development, age-appropriate

practices for 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. This training shall be approved by the Ohio Peace Officer Training Commission. The SRO shall also successfully complete at least forty (40) hours of SRO training approved by the Ohio Peace Officer Training Commission through the National Association of School Resource Officers, the Ohio School Resource Officer Association, or a peace officer certified to conduct a course that satisfies the training requirements in R.C. 3313.951. In addition, all SROs may receive additional training on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, and juvenile and education law and policy.

VI. OPERATIONAL PROCEDURES

A. Chain of Command for the SRO

The SRO shall be ultimately accountable to the Westlake Police Department chain of command. The SRO shall cooperate with the school officials, including administrators and faculty and abide by school policy (including school policies related to interrogation or searches by law enforcement), unless contrary to local, state or federal laws. However, while at the school, the SRO will be additionally accountable to the principal or their designee. The SRO is expected to cooperate with the school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of school officials.

B. SRO Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, provide drug and alcohol prevention counseling, foster a positive school climate, reduce 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 or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, the SRO will 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. Enforce criminal law and protect the students, staff, 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;
5. Coordinate criminal investigative procedures between police and school administrators;
6. Handle initial police reports of crimes committed on campus;
7. Take enforcement action on criminal matters;
8. Attend school special events as needed;
9. Prepare lesson plans as necessary for the instruction provided; and
10. Collect data on SRO activities as required by the Westlake Police Department.

C. SRO Uniform

Normally, the SRO shall be in uniform.

D. SRO Daily Schedule and Assignments

To be determined by the commanding officer.

E. SRO Absence/ Substitution

When a regular SRO is absent, a substitute may be made by the Westlake Police Department should the police department manpower levels be adequate and if a trained substitute is available.

F. SRO Special Events

Participation/attendance by the SRO at Special Events will be determined by the commanding officer. School administration should identify and request SRO coverage at Special Events with as much notice as is reasonably possible.

G. Summer Activity

SROs that are full-time employees will be regularly scheduled on police department patrol shifts during summer break.

H. SRO Role in Responding to Criminal Activity

One of the roles of the SRO, as a law enforcement officer, is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO, however, performs their duties mindful of the parties' common goal of supporting student success. The SRO shall adhere to policy and Priority of Life Decision Making in regards to criminal and delinquent activity.

All school personnel shall report any acts or threats of violence or other criminal activity that creates a safety risk that occurs on the school campus to the SRO as soon as practical. Immediate notification to the Westlake Police Department headquarters via Emergency 911 and/or the MARCS radio shall be made for all life threatening emergencies. 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.

The following procedures will help the SRO be as effective as possible in this role:

1. For any offense on school property committed by students, the SRO will endeavor to avoid arrest and criminal charges for misdemeanor and delinquent activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges, but

should be evaluated on a case-by-case basis, including consultation with the Watch Commander and the Prosecutor as appropriate. The SRO's power to arrest will be governed by the Ohio Revised Code.

2. The SRO and school officials shall utilize de-escalation techniques and conflict resolution to serve as an alternative to arrest.
3. The SRO shall abide by applicable Board policies including policies related to interrogations and searches of students.

I. SRO Role in School Policy Violations

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

J. Data Collection

The SRO shall collect and submit data to the Westlake Police Department as required by the commanding officer.

K. Sharing of Information and Confidentiality

Notwithstanding the following, sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, Westlake Police Department Policy, and other local, state or federal laws.

1. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
2. If the SRO is aware of information regarding a student that is officially obtained by the Westlake Police Department, which reflects that the student is in violation of school policies (Student Handbook/Code of Conduct or Athletic Code of Conduct), the SRO shall forward that information to school administration.
3. If a juvenile is an uncharged suspect in a crime, his/her information shall not be released unless authorized by the Westlake Police Department, and dependent upon review of the City of Westlake Director of Law.
4. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence shall be submitted in compliance with Westlake Police Department policy and applicable student privacy laws. Both parties understand and acknowledge that in accordance with applicable student privacy law, the Westlake Police Department may need to obtain a subpoena for certain student information the SRO obtains from school personnel.

5. Hearsay information or rumors may be used in compliance with Westlake Police Department policy to validate or repudiate the need for further investigation.
6. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Westlake limits shall be relayed to the police department of jurisdiction.
7. When any felony occurs or any crime that prompts a Public Information Officer (PIO) response from the schools or the City or if a school building is evacuated, the SRO shall contact his/her immediate supervisor as soon as possible.
8. The SRO shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.
9. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws, including but not limited to 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"). Student information and their educational records shall remain confidential to the maximum extent allowed by law. Unauthorized disclosure of confidential information in violation of FERPA, IDEIA or Ohio law shall be a material breach of this MOU and may provide cause to terminate the MOU, upon such occurrence, regardless of any other provision in this MOU. The provisions of this section shall survive the expiration of this MOU. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation; and the extent to which time is of the essence. Otherwise, education records will only be provided to the SRO pursuant to a court order or lawfully issued subpoena or other exception allowed by FERPA. Records created by the SRO, including incident reports, are not considered educational records of students.
10. The SRO shall collect and provide, as appropriate, data and information related to SRO activities (incidents, arrests, citations, etc.) to stakeholders in furtherance of the SRO program goals.

L. SRO Role in Personal, Locker, Vehicle, and Other Searches

The SRO will 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 or delinquent act and the search is reasonable in its scope. The SRO 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, public, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building. The SRO will perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

1. Strip searches of students by the SRO are prohibited.

2. Unless there is a serious and immediate threat to student, teacher, school, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

M. SRO Limits on Interrogations and Arrests

1. Interrogations – The SRO may participate in the questioning of a student about conduct that could result in criminal charges or delinquency proceedings only after informing the student of his or her Miranda rights in age-appropriate language and attempting to contact the student’s parent(s) or guardian(s) and after complying with the Board’s policy regarding interrogations. Unless circumstances prevent it (in which case school administrators will be allowed to be present for interrogation unless compelling reasons exist otherwise), parents/guardians will be allowed sufficient time to arrive at school to be present for an interrogation.

2. Arrests

- a. Building principals and the Superintendent or his or her designee shall be consulted prior to an arrest of a student when practical; the SRO retains authority over arrest decisions.
- b. 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.
- c. The SRO shall only use force or restraints on students in compliance with the law and Westlake Police Department policy.

N. SRO Role in Critical Incidents

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

O. SRO 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.

P. Transporting Students

The SRO shall not transport students except when the students are victims of a crime, under arrest, attending a school approved event, or some other emergency circumstance exists. The SRO shall notify school officials upon removing a student from campus.

VII. SCHOOL DISTRICT RESPONSIBILITIES

The Westlake City School District shall provide the SRO of each campus and any SRO supervisor the following support and materials and make available the following 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 and a secure computer and printer, which may be used for general business purposes;
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 the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives;
5. The opportunity to provide counseling to students, and 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 or Athletic 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; and
9. Provide training to teachers, administrators, staff and the SRO about when to directly involve the SRO with student misconduct and about available alternatives to arrest.

VIII. CRISIS PLANNING

Lock down drills shall be included as part of the District's preparedness plan. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO shall also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training.

IX. REVIEWING THE MOU AND THE SRO PROGRAM

The assigned Parties shall meet and review the MOU and the SRO Program annually and may mutually agree to make amendments as needed. Any amendments shall be written and executed by both Parties.

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

X. FUNDING

A. Funding by the City of Westlake

1. The City of Westlake shall fully fund two (2) full-time SROs (one at the Westlake High School and one assigned to teach DARE classes at the elementary, intermediate, and middle school levels.) The

base hourly wage of these officers is defrayed by the Ohio Attorney General's Office Drug Use Prevention Grant for the time spent assigned to a public school (counseling, availability for counseling, teaching, preparation time, and conducting unique events).

2. The City of Westlake shall partially fund the base hourly wage of three (3) part-time SROs through the Ohio Attorney General's Office Drug Use Prevention Grant.
3. The City of Westlake will continue to apply for the Ohio Attorney General's Office Drug Use Prevention Grant.

B. Funding by the Westlake City School District

The Board of Education of the Westlake City School District will contribute to the funding of the SRO Program as follows:

1. The Westlake City School District shall reimburse the City of Westlake 50% of the base hourly wage of \$39 per hour, per part-time SRO, for all hours worked at an assigned school facility or special event. The City of Westlake shall submit an invoice to the Westlake City School District on a bi-weekly basis reflecting the hours worked in the bi-weekly period, and the total monies due. The Westlake City School District shall remit payment within thirty (30) days of receipt of invoice.
2. The Westlake City School District's contribution will not exceed the maximum amount of \$85,000 per year (January 1st – December 31st).

XI. MISCELLANEOUS

- A. **Insurance:** The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City of Westlake shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The limits shall not be less than one million dollars (\$1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.
 - B. **All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees.**
 - C. **All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.**
- B. Entire Agreement:** This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

C. Termination: This agreement shall be effective on the 1st day of January, 2019, and terminate on the 31st day of December 2021, unless terminated earlier by either party with thirty (30) days written notice to the other party.


D. Notice: Notices, as required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

City of Westlake
Chief Kevin Bielozer
27300 Hilliard Blvd., Westlake, OH 44145
440-871-3311; kbielozer@westlakepolice.us

Westlake City School District
Dr. Scott Goggin, Superintendent Westlake City School District
24525 Hilliard Blvd., Westlake OH 44145
440-871-7300; Goggin@westlake.k12.oh.us

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE OF PARTIES & SIGNATURE DATE



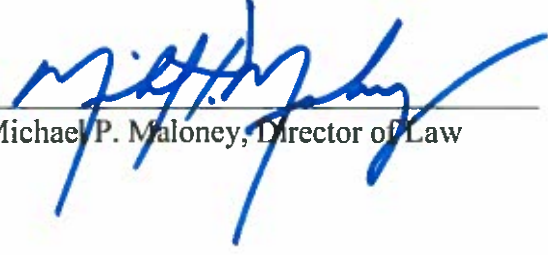
Dennis M. Clough, Mayor, City of Westlake, Ohio

12-6-2018
Date

Dr. Scott Goggin, Superintendent, Westlake City School District

Date

Approved as to Form:



Michael P. Maloney, Director of Law

12-11-18
Date