

Memorandum of Understanding (MOU)
Between the North Royalton Police Department
And
The North Royalton City Schools
Regarding School Resource Officers (SRO)

This Memorandum of Understanding (MOU) is being executed on October _____, 2023 by the below listed entities:

North Royalton City School District
North Royalton Police Department
City of North Royalton

This document will serve as the written understanding between the North Royalton City School District (NRCS or District) and the North Royalton Police Department (NRPD). This document provides a series of goals and objectives of the School Resource Officer program (SRO), and may be of assistance to officers, school administrations, city administration, and students and their caregivers. This document shall be reviewed, updated, and endorsed annually and takes into account input from all community stakeholders, including caregivers, students, and teachers. 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.

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 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. The parties agree and acknowledge that by participating in the SRO program, NRPD and the SRO are not providing school security and the District specifically agrees and acknowledge that the necessary security forces required by the school shall be determined and provided solely by the school and its employees, not the NRPD or the SRO.

II. Mission

The mission of the SRO Program is to encourage safety by building a positive school climate in which everyone feels safe and students are supported to succeed and to encourage safety, secure and orderly learning environment for students, teachers and staff. SROs 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 provide security, enforce school discipline or punish students. SROs will serve as positive role models to instill in students, and a sincere concern for the school community. 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.

A. NUMBER OF SROs TO BE ASSIGNED

The NRPD agrees to assign two full time officers and one part time officer to North Royalton City Schools during specific periods of time identified by NRCS and agreed upon by the NRPD. District agrees and acknowledges that the assigned officers may be withdrawn from SRO duties, including those specific periods of time identified by NRCS, if determined necessary by the Chief of Police for the peace and security of the City of North Royalton. In order to ensure that mutual goals are achieved, the selection of assigned personnel shall be the responsibility of the NRPD, with agreed satisfaction from NRCS. NRPD shall determine the guidelines and criteria for the selection of the officers to serve as SROs. District will be consulted and allowed to provide input; however, the appointment of the SRO shall be made solely by NRPD.

B. SHARED COSTS

- 1) Any and all compensation for the assigned officers shall be shared equally (50/50) between the City and North Royalton City School District. Compensation is broadly defined to include without limitation: hourly rate, salary, overtime, benefits, including but not limited to, the City's portion of any pension contribution, vacation leave, any training relating to duties as a school resource officer, or other expenses, certifications, other employee benefits, workers compensation costs or other costs or expenses incurred by the City in the employment of the officers. In the event the City initiates a change in assigned personnel during the course of this agreement, the City shall bear the cost of any related training for such replacement officers. In the event that an SRO is removed at the request of the District, the District shall bear the cost of all related training for a replacement.

All compensation owed to the Police Department will be paid upon presentation of an invoice provided quarterly during the year.

C. MODIFICATION AND TERMINATION OF AGREEMENT

Any proposed changes to this Agreement by either party must be made in writing and signed by both parties. Notice of termination of this agreement, without cause, shall not take effect until thirty (30) days after written receipt of notice by the other Party.

Termination for cause shall take effect upon written receipt of notice to the other Party.

In the event of termination by the District, without cause, the District shall remain responsible for any and all shared costs for the SROs for the balance of the current City budget.

III. Goals of the SRO Program:

SRO program goals include:

1. To encourage a safe learning environment for all children and adults who enter the building.
2. To foster a positive school climate based on respect for all children and adults in the school.
3. 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 an activity raises to the level of a law enforcement activity shall be solely determined by SRO with consultation with a school administrator, when deemed warranted by SRO. 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 the 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 SRO's 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.

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 Department Rules and Regulations.

IV. Organizational Structure

A. Composition

The SRO Program will consist of two (2) full time and one (1) part time Uniformed Police Department Personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the North Royalton City School District and North Royalton Police Department Rules and Regulations.

B. Officer Recruitment & Selection

The police department shall decide on guidelines for the selection of officers to serve as SROs. School district administration will be consulted and allowed to provide input; however, the appointment of the SRO will be made by the law enforcement agency.

SROs should meet three general criteria:

1. **College or degree coursework** - SROs are in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
2. **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.
3. **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

Prior to entering service as an SRO, officers shall complete a minimum of 40 hours of initial training that covers responsibilities or 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. In addition, it is recommended that SROs receive additional training each year in topics such as trending school base 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 at the school's cost.

V. **Operation Procedures**

Chain of Command for SROs: The SRO will be accountable to the North Royalton Police Department chain of command. The SRO is expected to cooperate with the school officials, including administrators and faculty. The SRO will abide by school policy and respond to requests of school officials as directed by the Chief of Police.

The SROs activity in the school is guided by the following procedures and supervision and evaluation shall be provided by the North Royalton Chief of Police or his designee to effectively support SRO's efforts and monitor their progress:

A. **Duties**

The primary functions of the SRO are to help encourage safe and secure learning environment, foster a positive school climate, assist school personnel in their efforts to reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department. The SRO and school principal or designee will meet on regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should 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 not limited to:

1. To enforce criminal law.
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, but not limited to, safety, public relations, occupational training, leadership and life skills.
5. During school hours as needed.

B. **Daily Schedule**

To be determined by the commanding officer. The parties agree and acknowledge that the SROs may be unavailable at various times during the year and no substitute will be provided by the City.

C. **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 shall follow all laws and NRPD rules and policies.

School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus.

D. **Role in School Policy Violations**

SROs are not school disciplinarians and violations of the student code of conduct or school rules that are not criminal matters should always be handled by school faculty and staff, not SROs. Although the SRO should become familiar with the Student Handbook or Student Code of Conduct, it is not the responsibility of the SRO to enforce the rules in these documents.

E. **Sharing of Information**

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

1. Sharing information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant North Royalton Police Department and North Royalton

City School District policies.

F. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of the North Royalton City School 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.

G. 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 North Royalton City School District shall provide the SRO of each campus and any SRO supervisor 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 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 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.

VII. Crisis Planning

North Royalton City School District and the City of North Royalton 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.

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

VIII. Use of Therapy Dog

- 1) With the prior approval and agreement of the Building Administration and Superintendent, an SRO may bring his/her certified therapy Dog to his/her assigned school premises for use with the staff and students during the performance of his/her responsibilities as an SRO.

- 2) All shot records, certifications, training records and insurance information will be provided by the City to the District as part of the approval process. If approved, the SRO handler agrees to work with the school's administration on parameters and day-to-day guidelines for the usage of the therapy dog.
- 3) In addition to the above, the therapy dog will stay with the SRO handler at all times, unless a critical incident should occur, or the dog is otherwise secured in the handler's office. Provisions will be made by the SRO with the Building Administration for procedures in case of exigent circumstances.
- 4) The parties agree and acknowledge that the costs of the therapy dog and SRO officer pay as related to the therapy dog shall be equally shared between the District and the City. The City will provide an estimate of said costs as part of the approval process.
- 5) The use, utilization and/or continuation of the therapy dog on school premises remains within the sole discretion of the District and the District may terminate the use of a therapy dog at any time.

IX. 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.

Complaints against the SRO shall follow the normal complaint process of the North Royalton Police Department and include notice to the North Royalton School Superintendent.

X. Problem Resolution

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the North Royalton City School District and the North Royalton Chief of Police or their designees.

XI. Insurance

The police department shall maintain public liability insurance which shall cover the duties performed by the school resource officer and which shall name the Board as an additional insured. The Board will also maintain public liability insurance which will cover the school resource officer's duties and responsibilities and will also name the police department as an additional insured on said policy.

XII. Unenforceable Provision

If any term or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in effect as if the illegal, unenforceable or invalid term had never been contained therein.

XIII. Term of Agreement

The term of this Agreement shall be for the period beginning October ____, 2023, and ending October ____, 2024.

SIGNATURE OF PARTIES & SIGNATURE DATE

FOR THE NORTH ROYALTON POLICE DEPARTMENT:

Name, Title Date

Name, Title Date

APPROVED AS TO FORM

Law Director Date

FOR THE NORTH ROYALTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION:

Name, Title Date

Name, Title Date