

**A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AND FUNDING AGREEMENT WITH BATH TOWNSHIP AND THE BOARD OF EDUCATION OF THE REVERE LOCAL SCHOOL DISTRICT TO CONTINUE THE SCHOOL RESOURCE OFFICER PROGRAM AND DECLARING AN EMERGENCY**

WHEREAS, the Village desires to enter into a Memorandum of Understanding and Funding Agreement with Bath Township and the Board of Education of the Revere Local School District to continue the School Resource Officer ("SRO") Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Memorandum of Understanding with Bath Township and the Board of Education of the Revere Local School District to continue 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 Director of Law.

SECTION 2. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Funding Agreement with Bath Township and the Board of Education of the Revere Local School District to continue the SRO program in substantially the same form and with substantially the same terms as the agreement attached hereto as Exhibit "B" and incorporated fully herein by reference, subject to final approval of the Director of Law.

SECTION 3. 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 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and for the further reason that it is immediately necessary to renew the funding and continue 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: 10-3-23

  
President of Council

  
Mayor

Date: 10/3/2023

ATTEST:  
  
Clerk of Council

**Memorandum of Understanding  
Between  
Bath Township, Summit County,  
Ohio The  
Revere Local School  
District And  
The Village of Richfield**

This Memorandum of Understanding is made and entered into this \_\_\_ day of \_\_\_\_, 2023, by and between the Bath Township Board of Trustees, Summit County, Ohio; the Revere Local Schools; and the Village of Richfield, Summit County, Ohio and shall serve to extend, under similar terms and conditions, a prior memorandum agreement the parties executed on July 6, 2020 and which expires August 31, 2023.

WHEREAS, the purpose of this MOU is to continue a School Resource Officer (SRO) Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that the SRO receives the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate; and

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

**I. Role of the School Resource Officer**

- A. The mission of the School Resource Officer program is to improve school safety and the educational climate at the school, not to enforce discipline.
- B. The Superintendent of Schools (or Designee) with input from the Building Principals shall determine the deployment of the SRO and shall participate in a performance review of the SRO.
- C. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate and approved by the Superintendent (or Designee) of Schools.
- D. The SRO shall submit a monthly activity report to the Superintendent of Schools, building principals, and the Chiefs of Police for Bath Township and the Village of Richfield. The report shall include descriptions of all 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.

- E. Absent a serious and immediate threat to student, teacher, or school safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, The Superintendent of Schools in concert with the building principals shall have final authority in the building.
- F. SROs are responsible for criminal law issues, not school discipline issues.
- G. Absent a serious and immediate threat to student, teacher, or public safety, incidents involving public order offenses including disorderly conduct; profanity; and fighting that does not involve 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.
- H. Building principals and the Superintendent (or Designee) shall be consulted prior to an arrest of a student when practicable.
- I. The student's parents or guardian shall be notified of the student's arrest as soon as practicable.

## **II. Student Rights**

- A. Absent a serious and immediate threat to student, teacher, or public safety, a SRO may participate in a search of the student's person, possessions, or locker 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.
  - 1. The SRO shall inform school administrators prior to conducting a probable cause search when practicable.
  - 2. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
- B. Absent a serious and immediate threat to student, teacher, or public safety, an 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, informing parents, and after complying with the Board's policy regarding interrogations.
- C. Strip searches of students by SROs are prohibited.
- D. Absent a serious and immediate threat to student, teacher, or public safety, other physically invasive searches by an SRO shall not be conducted on a student.
- E. Absent a serious and immediate threat to student, teacher, or public safety, a SRO shall not use physical force or restraints on a student, and any use of force or restraints on students, must be in compliance with the law and applicable

policies.

### **III. Transparency and Accountability**

- A. The Richfield Village Police Department will maintain annual data documenting the following:
  - 1. Number of criminal arrests on school grounds, broken down by school, offense, arrestee's age, race, sex, and disposition.
  - 2. Number of reportable criminal offenses broken down by the FBI UCR classifications.
  - 3. Policies governing the SRO program.
  - 4. Budget information for the SRO program.
  - 5. Training materials for the SROs.
  - 6. Number and types of complaints filed on the SRO. Policy 1008 of Village of Richfield Police Department Policy Manual will be the protocol followed in investigating complaints on the SRO.

### **IV. School Resource Officer Training**

- A. The SRO is required to complete the Ohio School Resource Officer Association basic training class or its' equivalent.
- B. The SRO is required to attend all mandated Richfield PD trainings, i.e., firearms requalification, first-aid/CPR, legal updates.
- C. The SRO is required to attend the annual Ohio School Resource Officer Association School Safety conference.
- D. The SRO is required to attend all trainings mandated by Revere Local Schools for school staff regarding school safety and discipline.
- E. The SRO is required to complete and possess all training and qualifications required of SROs pursuant to state law, including a minimum of 40 hours of initial training that satisfies the training requirements set forth in Ohio Revised Code Section 3313.951 and that covers responsibilities and limitations of the SRO, Ohio school laws, this MOU, 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 an SRO into a positive school environment.
- F. 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, positive behavior intervention and supports (PBIS), and cultural competence.

## V. Duty Hours

- A. The SRO work week will normally coincide with the Revere Local School District's adopted calendar but may be altered by the Superintendent (or Designee) based upon other activities outside of the school day which require coverage. Specific SRO duty hours shall be set by the Superintendent (or Designee) under consultation with the Richfield Village Police Department Chief of Police. The SRO shall be assigned to the School District during the summer when school is out of session based upon scheduled activities and as mutually agreed upon by the Superintendent (or Designee) and the Richfield Village Department Chief of Police.
- B. Generally, the SRO will not be scheduled for more than a forty- hour work week. However, the SRO would be eligible for overtime compensation when supplementing staffing needs at the Richfield Village Police Department, or attending required activities on behalf of the Revere Local Schools. For overtime work related to patrol staffing with the Richfield Village Police Department, such costs for overtime wages and benefits shall be itemized and paid by the Village of Richfield and will be scheduled through mutual agreement between the Richfield Village Chief of Police and the Superintendent of the Revere Local Schools. Overtime associated with activities for the Revere Local Schools shall be itemized and paid separate and apart from this agreement by the Revere Local School District. When work performed by the SRO or another off-duty officer relates to Revere Local School activities typically offered to other members of the Richfield Village Police Department, the SRO will not be paid overtime for such work. In such circumstances, the SRO will continue to be paid as an independent contractor, but at a stipulated hourly rate billed to Revere Local Schools for such work.
- C. During periods of time when the Revere Local Schools are closed for any reason, including but not limited: vacation, holidays, or pursuant to a closing directive from the Ohio Department of Health, Summit County Public Health or the Ohio Governor due to a health crisis, the SRO will report to the Village of Richfield Police Department, 0700-1500 hours tour of duty. The SRO will be provided an assignment as determined by mutual agreement between the Chief of Police of the Village of Richfield Police Department and Revere Local School District. During the Revere Local School District's summer vacation, the SRO's labor hours, not specifically assigned to the program, will be excluded from the proportionate share of funding from the Village of Richfield. The Chief of Police of the Village of Richfield Police Department shall determine the total labor hours to be excluded and a pro-rata adjustment for wages and benefits will be deducted from the contribution from Bath Township.
- D. The SRO's work hours may be adjusted for special events scheduled at the

schools in the evening or on weekends.

- E. The SRO is allowed a thirty- minute lunch break every eight- hour tour of duty.
- F. Hours spent by SROs attending Juvenile Court arising out of criminal cases from their employment as a Revere SRO shall be counted toward their forty- hour work week.
- G. The SRO shall notify the Village of Richfield Police Department, the Superintendent of Schools (or Designee), and Revere High School Principal when reporting off due to illness, family emergency, or jury duty. In cases of extended absence (greater than three days) the Chief of Police of the Village of Richfield Police Department will assign a replacement to the SRO position. In the event of the SRO's extended absence in excess of 30 days due to illness, incapacity or any other event not originally contemplated, the parties to this memorandum agreement may choose to terminate the same in its entirety or search for a suitable SRO replacement. The parties may develop a process through which a replacement SRO would be selected. Amounts held in escrow with Village of Richfield for wages and benefits for the SRO position will be maintained under the same terms and conditions as established in the funding commitment from each of the entities. Should a replacement SRO be selected from the Village of Richfield Police Department, the parties hereby agree that the Village of Richfield shall serve as fiscal agent for administration of the agreement and for payment of wages and benefits.
- H. The Chief of Police of the Village of Richfield Police Department may order the SRO to leave the school assignment in the event of an emergency. The time away from the SRO duty will be compensated by Village of Richfield. A reasonable effort will be made in notifying the Superintendent (or Designee) of such change in assignment.

## **VI. Chain of Command**

- A. As employees of Village of Richfield, SROs shall follow the chain of command as set forth in the Policy Manual of Village of Richfield Police Department. SROs shall coordinate and communicate with the Revere Local Schools' administration and Principals on a daily basis.

## **VII. Complaints and Problem Resolution**

Complaints against the SRO shall follow the normal complaint process of the applicable police department, and, when appropriate, should include notice to appropriate school administrators. When a complaint stems from circumstances related to activities carried out under the SRO Program and/or on District property or at District event(s), appropriate school administrators will be notified. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Revere Local School District and the Chief of the applicable police department or their designees. If the Superintendent is dissatisfied with an assigned SRO during the term of the MOU, then the Superintendent may request that the Chief of Police assign a different officer as the SRO.

## **VIII. Uniforms and Equipment**

- A. SROs will be guided by the Policy Manual of Village of Richfield Police Department. The SRO is expected to wear the uniform of the day as prescribed in the Policy Manual. The SRO may also have a bicycle officer's uniform and equipment supplied by the Revere Schools along with the proper training in bicycle policing paid for by the Revere Schools. All purchases of equipment or supplies for which the School District is responsible shall first be approved by the District Treasurer's Office as evidenced by an approved Purchase Order.

## **IX. Police Vehicle**

- A. The SRO shall utilize a marked Village of Richfield Patrol cruiser during his tour of duty. The SRO may also be equipped with a special vehicle by the School district equipped with communication to the police department. The cost of the SRO's use of a Village of Richfield patrol cruiser to travel to and from the schools shall be considered an expense to the SRO program. The standard Federal mileage reimbursement rate with a round trip total of 9 miles from the Village of Richfield Police Department to Revere High School will be used in calculating the cost of the vehicle.

## **X. Access to Educational Records**

- A. The SRO will be guided by FERPA and Revere Local Schools policy. More specifically, 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").
- B. Student information and 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 agreement and may provide cause to terminate the agreement, upon such occurrence, regardless of any other provision in this agreement. The provisions of this Article shall survive the expiration of this agreement.
- C. 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 that 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.
- D. Records created by the SRO, including incident reports, are not considered

educational records of students.

## **XI. Funding**

- A. Funding for the SRO Program is set forth in the separate Funding Agreement between Richfield, Bath, and Revere.

## **XI. SRO Selection**

- A. During the memorandum agreement period, the Richfield Police Officer originally selected to serve as the SRO shall continue in that capacity. In the event a successor SRO is to be appointed, the parties agree to seek input from the respective Chiefs of Police from the Bath and Richfield Village Police Departments for a replacement. The selection and appointment of a successor SRO shall be made in accordance with a mutually agreeable process among the entities, and shall be subject to the terms and conditions set forth in Section V (G) above. **The Superintendent of Schools shall interview and approve the successor candidate prior to assignment.**

## **XII. Prior Agreement**

- A. This memorandum agreement supersedes and replaces any and all previous agreements between the parties. This memorandum agreement and the attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof. All prior agreements, discussions, representations and covenants are merged herein. There are no representations, covenants, or agreements, expressed or implied, between the parties except those expressly set forth in this memorandum agreement. Any amendments or modifications of this memorandum agreement shall be in writing and executed by the contracting parties.

## **XIII. Duration of Governance Document**

- A. This Governance Document shall become effective on September 1, 2023 and remain effective until August 31, 2026, whereupon it must be reviewed by all signatories or their successors before being renewed.
- B. A signatory may terminate the Governance Document by serving written notice to all other signatories at least thirty days in advance of such termination. A termination by a signatory shall eliminate the presence of the School Resource Officer at Revere Local Schools.

## **XIV. Insurance**

The Parties shall each maintain, at their own expense, insurance in the form of a comprehensive general liability policy with a reciprocal listing of each of the other Parties as additional insureds. Each party shall provide to the others a certificate of insurance in compliance with this paragraph. Revere Local School District will continue to maintain law

enforcement liability coverage while this MOU is in effect, that shall name both the Village of Richfield and the Township of Bath, Summit County Ohio as additional insureds. Revere will provide Richfield and Bath with a certificate of insurance.

**XV. Notice**

Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

**Village of Richfield**

Chief Michael Swanson  
4450 W. Streetsboro Rd.  
Richfield, OH 44286  
330-659-9500  
MSwanson@richfieldpd.us

**Revere Local School District**

Superintendent Michael Tefs  
PO Box 340  
Bath, Ohio 44210  
330-523-3104  
mtefs@revereschools.org

**Bath Township**

Chief Vito Sinopoli  
3864 W. Bath Road  
Akron, Ohio 44333  
(330) 666-4007  
vsinopoli@bathtownship.org

Signed on this \_\_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**Superintendent, Revere Local Schools**

\_\_\_\_\_  
**Bath Township Trustee**

\_\_\_\_\_  
**CFO/Treasurer, Revere Local Schools**

\_\_\_\_\_  
**Bath Township Trustee**

\_\_\_\_\_  
**Mayor of the Village of Richfield**

\_\_\_\_\_  
**Bath Township Trustee**

Approved as to Form

\_\_\_\_\_  
Ben Chojnacki, Law Director  
Village of Richfield

\_\_\_\_\_  
Robert Konstand  
Bath Township Legal Counsel

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BATH TOWNSHIP SUMMIT COUNTY, OHIO,  
THE REVERE LOCAL SCHOOLS  
AND  
THE VILLAGE OF RICHFIELD

This Memorandum of Understanding is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Bath Township Board of Trustees, Summit County, Ohio; the Revere Local Schools; and the Village of Richfield, Summit County, Ohio and shall serve to extend, under similar terms and conditions, a prior memorandum agreement the parties executed on \_\_\_\_\_ and which expires \_\_\_\_\_.

WHEREAS, the purpose of this MOU is to continue a School Resource Officer (SRO) Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that the SRO receives the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate; and

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. Role of the School Resource Officer

A. The mission of the School Resource Officer program is to improve school safety and the educational climate at the school, not to enforce discipline.

B. The Superintendent of Schools (or Designee) with input from the Building Principals shall determine the deployment of the SRO and shall participate in a performance review of the SRO.

C. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate and approved by the Superintendent (or Designee) of Schools.

D. The SRO shall submit a monthly activity report to the Superintendent of Schools, building principals, and the Chiefs of Police for Bath Township and the Village of Richfield. The report shall include descriptions of all 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.

E. Absent a real and immediate threat to student, teacher, or school safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, The Superintendent of Schools in concert with the building principals shall have final authority in the building.

F. SROs are responsible for criminal law issues, not school discipline issues.

G. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including disorderly conduct; profanity; and fighting that does not involve 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.

H. Building principals and the Superintendent (or Designee) shall be consulted prior to an arrest of a student when practicable.

I. The student's parents or guardian shall be notified of his or her arrest as soon as practicable.

## II. Student Rights

A. Absent a real and immediate threat to student, teacher, or public safety, a SRO may participate in a search of the student's person, possessions, or locker 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.

1. The SRO shall inform school administrators prior to conducting a probable cause search when practicable.

2. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.

B. Absent a real and immediate threat to student, teacher, or public safety, a 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 and informing parents. Miranda is necessary only in custodial interrogations.

C. Strip searches of students by SROs are prohibited.

D. Absent a real and immediate threat to student, teacher, or public safety, other physically invasive searches by an SRO shall not be conducted on a student.

E. Absent a real and immediate threat to student, teacher, or public safety, a SRO shall not use physical force or restraints on a student.

### III. Transparency and Accountability

A. The Richfield Village Police Department will maintain annual data documenting the following:

1. Number of criminal arrests on school grounds, broken down by school, offense, arrestee's age, race, sex, and disposition.
2. Number of reportable criminal offenses broken down by the FBI UCR classifications.
3. Policies governing the SRO program.
4. Budget information for the SRO program.
5. Training materials for the SROs.
6. Number and types of complaints filed on the SRO. Policy 1010 of Village of Richfield Police Department Policy Manual will be the protocol followed in investigating complaints on the SRO.

### IV. School Resource Officer Training

A. The SRO is required to complete the Ohio School Resource Officer Association basic training class or its' equivalent.

B. The SRO is required to attend all mandated Bath PD trainings, i.e., firearms requalification, first-aid/CPR, legal updates.

C. The SRO is required to attend the annual Ohio Association of Chiefs of Police School Safety conference.

D. The SRO is required to attend all trainings mandated by Revere Local Schools for school staff regarding school safety and discipline.

### V. Duty Hours

A. The SRO work week will normally coincide with the Revere Local School District's adopted calendar but may be altered by the Superintendent (or Designee) based upon other activities outside of the school day which require coverage. Specific SRO duty hours shall be set by the Superintendent (or Designee) under consultation with the Richfield Village Police Department Chief of Police. The SRO shall be assigned to the School District during the summer when school is out of session based upon scheduled activities and as mutually agreed upon by the Superintendent ( or Designee) and the Richfield Village Department Chief of Police.

B. Generally, the SRO will not be scheduled for more than a forty hour work week. However, the SRO would be eligible for overtime compensation when supplementing staffing needs at the Richfield Village Police Department, or attending required activities on behalf of the Revere Local Schools. For overtime work related to patrol staffing with the Richfield Village Police Department, such costs for overtime wages and benefits shall be itemized and paid by the Village of Richfield and will be scheduled through mutual agreement between the Richfield Village Chief of Police and the Superintendent of the Revere Local Schools. Overtime associated with activities for the Revere Local Schools shall be itemized and paid separate and apart from this agreement by the Revere Local School District. When employment relates to Revere Local School activities typically offered to other members of the Richfield Village Police Department, the SRO will not be paid overtime for such work. Rather, the SRO will be paid as an independent contractor.

C. During periods of time when the Revere Local Schools are closed for vacation or holidays the SRO will report to the Village of Richfield Police Department, 0700-1500 hours tour of duty. The SRO will be provided an assignment as determined by mutual agreement between the Chief of Police of the Village of Richfield Police Department and Revere Local School District. During the Revere Local School District's summer vacation, the SRO's labor hours, not specifically assigned to the program, will be excluded from the proportionate share of funding from the Village of Richfield. The Chief of Police of the Village of Richfield Police Department shall determine the total labor hours to be excluded and a pro-rata adjustment for wages and benefits will be deducted from the contribution from the Bath Township.

D. The SRO's work hours may be adjusted for special events scheduled at the schools in the evening or on weekends.

E. The SRO is allowed a thirty minute lunch break every eight hour tour of duty.

F. Hours spent by SROs attending Juvenile Court arising out of criminal cases from their employment as a Revere SRO shall be counted toward their forty hour work week.

G. The SRO shall notify the Village of Richfield Police Department, the Superintendent of Schools (or Designee), and Revere High School Principal when reporting off due to illness, family emergency, or jury duty. In cases of extended absence (greater than three days) the Chief of Police of the Village of Richfield Police Department will assign a replacement to the SRO position. In the event of the SRO's extended absence in excess of 30 days due to illness, incapacity or any other event not originally contemplated, the parties to this memorandum agreement may choose to terminate the same in its entirety or search for a suitable SRO replacement. The parties may develop a process through which a replacement SRO would be selected. Amounts held in escrow with Village of Richfield for wages and benefits for the SRO position will be maintained under the same terms and conditions as established in the funding commitment from each of the entities. Should a replacement SRO be selected from the Village of Richfield Police Department, the parties hereby agree that the Village of Richfield shall serve as fiscal agent for administration of the agreement and for payment of wages and benefits.

H. The Chief of Police of the Village of Richfield Police Department may order the SRO to leave the school assignment in the event of an emergency. The time away from the SRO duty will be compensated by Village of Richfield. A reasonable effort will be made in notifying the Superintendent (or Designee) of such change in assignment.

VI. Chain of Command

As employees of Village of Richfield, SROs shall follow the chain of command as set forth in the Policy Manual of Village of Richfield Police Department. SROs shall coordinate and communicate with the Revere Local Schools' administration and Principals on a daily basis.

VII. Uniforms and Equipment

SROs will be guided by the Policy Manual of Village of Richfield Police Department. The SRO is expected to wear the uniform of the day as prescribed in the Policy Manual. The SRO may also have a bicycle officer's uniform and equipment supplied by the Revere Schools along with the proper training in bicycle policing paid for by the Revere Schools. All purchases of equipment or supplies for which the School District is responsible shall first be approved by the District Treasurer's Office as evidenced by an approved Purchase Order.

VIII. Police Vehicle

The SRO shall utilize a marked Village of Richfield Patrol cruiser during his tour of duty. The SRO may also be equipped with a special vehicle by the School district equipped with communication to the police department. The cost of the SRO's use of a Village of Richfield patrol cruiser to travel to and from the schools shall be considered an expense to the SRO program. The standard Federal mileage reimbursement rate with a round trip total of 9 miles from the Village of Richfield Police Department to Revere High School will be used in calculating the cost of the vehicle.

IX. Access to Educational Records

The SRO will be guided by FERPA and Revere Local Schools policy.

X. Funding

Funding for the SRO Program is set forth in the separate Funding Agreement between Richfield, Bath, and Revere.

XI. SRO Selection

During the memorandum agreement period, the Richfield Police Officer originally selected to serve as the SRO shall continue in that capacity. In the event a successor SRO is to be appointed, the parties agree to seek input from the respective Chiefs of Police from the Bath and Richfield Village Police Departments for a replacement. The selection and appointment of a successor SRO shall be made in accordance with a mutually agreeable process among the entities, and shall be

subject to the terms and conditions set forth in Section V (G) above. The Superintendent of Schools shall interview and approve the successor candidate prior to assignment.

XII. Prim Agreement

This memorandum agreement supersedes and replaces any and all previous agreements between the parties. This memorandum agreement and the attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof. All prior agreements, discussions, representations and covenants are merged herein. There are no representations, covenants, or agreements, expressed or implied, between the parties except those expressly set forth in this memorandum agreement. Any amendments or modifications of this memorandum agreement shall be in writing and executed by the contracting parties.

XIII. Duration of Governance Document

A. This Governance Document shall become effective on September 1, 2020 and remain effective until August 31, 2023, whereupon it must be reviewed by all signatories or their successors before being renewed.

B. A signatory may terminate the Governance Document by serving written notice to all other signatories at least thirty days in advance of such termination. A termination by a signatory shall eliminate the presence of the School Resource Officer at Revere Local Schools.

(Signature Page to Follow)

Signed on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Superintendent, Revere Local Schools

\_\_\_\_\_  
CFO/Treasurer, Revere Local Schools

\_\_\_\_\_  
Mayor of the Village of Richfield

\_\_\_\_\_  
Bath Township Trustee

\_\_\_\_\_  
Bath Township Trustee

\_\_\_\_\_  
Bath Township Trustee

\_\_\_\_\_  
Approved: Township Legal Counsel

Approved as to Form:

Benjamin Grant Chojnacki, Law Director  
Village of Richfield



**S.R.O. Funding Agreement  
Between  
Bath Township, Village of Richfield  
and  
Revere Local School District**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_, 2023, by and between the Bath Township, Summit County, Ohio (hereinafter referred to as “Bath”), the Village of Richfield (hereinafter referred to as “Richfield”) and the Revere Local School District (hereinafter referred to as “Revere”).

WHEREAS, Richfield, Bath and Revere recognize the importance of implementing and continuing a School Resource Officer (“SRO”) program as a pro-active step in further protecting our community including its youth; and

WHEREAS, the purpose of this Funding Agreement is to establish the funding mechanism which shall be used in implementing and continuing the SRO Program which shall serve all of the school buildings in Revere that are located in both Bath and Richfield.

WHEREAS, this Funding Agreement and the Memorandum of Understanding entered into by Bath, Richfield, and Revere serve to memorialize the operation and funding of the SRO Program and ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program. Additionally, both documents ensure the SRO will receive the necessary support and training to ensure a safe school environment while respecting the rights of students, adhering to Board policies, and improving the overall school climate; and

WHEREAS, the parties agree that an effective SRO Program is a pro-active strategy designed to protect the students, staff and community members utilizing the school facilities operated by Revere in order to maintain school safety and the educational climate at the school, that the role of the SRO Program is designed to exist within the context of the educational mission of the school district, that a clear distinction exists between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement and that every effort must be put forth to respect the rights of students; preserve transparency and accountability and insure adequate SRO training requirements are in place: and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

**I. Chain of Command**

- A. As an employee of the Village of Richfield, the SRO shall follow the chain of command as set forth in the Village of Richfield Police Department’s Policy Manual.

- B. The SRO from Richfield will cooperate with the Bath Police Department and one another in regards to the safety of the Revere Schools and will share knowledge of the Chief of Police of each Department and the Revere Superintendent or designee.

## **II. Funding**

For and in consideration of the entities providing the SRO program; Bath, Richfield, and Revere agree to the following funding formula and shall make their respective financial commitment as described herein;

- A. Each party shall be invoiced bi-annually and remit payment to the fiscal agent employing the officer.
- B. To fund the SRO program for 3 years, commencing on September 1, 2023 which shall be the official start date of the continued program.
- C. The Parties authorize the fiscal agent to collect and appropriately allocate funds for the purpose of funding the SRO program.
- D. In year three of the program, the fiscal agent will apply surplus payments, if any, as credits, or bill each party for one third of the excess cost for the program, whichever is applicable.
- E. SRO funding shall be paid by the Revere Local School District and Bath Township to the Village of Richfield in two (2) installments, on or before December 31<sup>st</sup> and August 31<sup>st</sup>. This payment structure will ensure that expenses incurred in one calendar year are correctly applied to the SRO program. These expenses shall include, but are not limited to, wages, benefits, health and dental insurance, Worker's Compensation, use of a Richfield Patrol vehicle, police uniform and accessories.
  - 1. The first installment will cover all SRO expenses for the period of September 1<sup>st</sup> through December 31<sup>st</sup> of the calendar year and shall be paid on or before September 15<sup>th</sup> of that same year.
  - 2. A second installment will be paid on or before January 15<sup>th</sup> of the following year to cover SRO expenses during the period January 1<sup>st</sup> through August 31<sup>st</sup> of each calendar year, or such arrangements as approved by the parties.
- F. The Village of Richfield will serve as fiscal agent of the SRO Program and will invoice each entity as outlined in Section E. Appropriate credits, if any, or

charges to the program will be applied after a review of actual program costs are determined on or before August 31, 2026.

**III. SRO Compensation**

The SRO's wages and benefits are determined by a labor contract negotiated by Lodge 66 of Fraternal Order of Police-Ohio Labor Council, Inc. and the Village of Richfield. Future wage and benefit increases will be negotiated through Lodge 66 of the Fraternal Order of Police-Ohio Labor Council, Inc. and the Village of Richfield.

**IV. Duration of Funding Document**

This Funding Document shall become effective on September 1, 2023 and remain effective until August 31, 2026, whereupon it must be reviewed by all signatories or their successors before being renewed.

Signed on this \_\_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**Superintendent, Revere Local Schools**

\_\_\_\_\_  
**Bath Township Trustee**

\_\_\_\_\_  
**CFO/Treasurer, Revere Local Schools**

\_\_\_\_\_  
**Bath Township Trustee**

\_\_\_\_\_  
**Mayor of the Village of Richfield**

\_\_\_\_\_  
**Bath Township Trustee**

Approved as to Form

\_\_\_\_\_  
Ben Chojnacki, Law Director  
Village of Richfield

\_\_\_\_\_  
Bath Township Legal Counsel

