

RECORD OF RESOLUTIONS

Resolution No. 28-2025

Passed: June 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WEST CARROLLTON SCHOOL DISTRICT FOR THE STAFFING OF A SCHOOL RESOURCE OFFICER POSITION AT THE WEST CARROLLTON HIGH SCHOOL.

WHEREAS, The City, through its Police Department and the West Carrollton School District desire to continue the School Resource Officer (SRO) program at the West Carrollton High School for the 2025-2026 School Year, and;

WHEREAS, In consideration for establishing said program, the City will provide the services of a full-time police officer, trained as specified under ORC Section 3313.951, and;

WHEREAS, The School District agrees to reimburse the City for the costs of all hours worked by the SRO including the hourly wage paid and cost of fringe benefits provided by the City, as fully described in the School Resource Officer Memorandum of Understanding (SRO MOU), to the designated SRO.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, OHIO:

Section 1: The City Manager is hereby authorized to sign the attached School Resource Officer Memorandum of Understanding marked as exhibit A, attached hereto and incorporated herein.

Section 2: The City Manager or her designee is further authorized to do any and all things necessary to ensure compliance with this resolution and the terms and conditions outlined within the SRO MOU.

Section 3: That 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 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: That this Resolution shall take effect from and after the date of its passage, the earliest period allowed by law.

Passed: June 10, 2025



Mayor

Attest: Tracy Moore
Clerk of Council

Effective Date: June 10, 2025

SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

THIS SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING (hereinafter "SRO MOU") is made and entered into by and between the City of West Carrollton, an Ohio municipal corporation (hereinafter "City"), and approved on _____, 2025, and the Board of Education of the West Carrollton City School District, a political subdivision of the State of Ohio (hereinafter "School District"), and approved on _____, 2025.

WITNESSETH:

WHEREAS, the City, through its Police Department (hereinafter "Police Department"), and the School District desire to establish and delineate an SRO Program in accordance with the terms of this SRO MOU; and

WHEREAS, the School District and the City desire to set forth in this SRO MOU the specific terms and conditions of the services to be performed and provided pursuant to the SRO Program.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose and Goals.** The SRO Program is a joint cooperative effort between the Police Department and the School District to provide law enforcement information and advice to students, staff and parents, to provide a positive law enforcement presence in the school community, to build positive relationships between law enforcement, students, and school staff, to reduce incidents of school violence, to assist in creating and maintaining a safe, secure and positive learning environment for students and staff, to respond to criminal acts which may occur in the school environment, and to reduce the number of youths formally referred to the juvenile justice system.
2. **Term of MOU.** This MOU shall commence on the 1st day of July, 2025 and terminate on July 31, 2026, subject to renewal by mutual agreement of the parties.
3. **Services to be Performed by the Police Department.** The Police Department will supply to the School District one (1) sworn West Carrollton police officer to be the SRO, appropriately equipped as determined by the Police Department, to perform the duties of a sworn police officer at West Carrollton High School in accordance with the provisions of the Ohio Revised Code and operation manuals of the West Carrollton Police Department.
4. **Payment for Services to be Performed by the Police Department.** The School District will reimburse the City for the cost of all hours worked by the SRO under this MOU, including the hourly wage paid to the SRO and the cost of fringe benefits provided by the City to the SRO. Hours worked shall follow the days designated on the teachers' calendar for each school year and shall include paid leave time. For purposes of this agreement, allowable fringe benefits include, but are not limited to, the City's portion of health insurance, the City's required match of pension and Medicare, and required cell phone stipend. Health insurance premiums and cell phone stipend shall be invoiced in a manner that is mutually agreed upon by the City and School District. The School District will furnish the City with an accounting of the hours worked by the SRO each bi-weekly pay period during the term of this MOU, and

the City will invoice the School District for said costs on a four (4) week cycle. The parties recognize that the cost of the hourly wage and fringe benefits may increase during the term of this MOU due to collective bargaining.

5. Responsibilities of the City.

- A. The City will remain the employer of the SRO for all purposes. The City shall be solely responsible for worker's compensation coverage for the SRO while performing duties pursuant to this MOU. The right to manage and control the SRO assigned to the School District hereunder shall be exclusively that of the Chief of Police and carried out in accordance with established policies and procedures of the Police Department. The Police Department will be responsible for evaluating the work performance of the SRO, and upon request, the School District will provide input regarding the performance of the SRO's duties under this MOU. The SRO shall in no way be considered as an agent or employee of the School District. The SRO shall not be subject to the direction or control of any School District official or administrator, except that the SRO will be expected to comply with the established rules and regulations of the School District to the extent the same does not interfere with the SRO's police duties.
- B. The Police Department will provide and maintain a standard patrol vehicle for the SRO to use in the performance of the duties under this MOU and shall maintain automobile insurance on said vehicle. The Police Department will also be responsible for the cost of gasoline, oil, replacement tires and other maintenance and/or repair expenses associated with the operation of such vehicle.
- C. The Police Department will be responsible for providing the SRO with mandatory training and testing to maintain Ohio law enforcement certification. Such training will be scheduled so that it causes the least interference possible with the duties of the SRO hereunder.

6. Responsibilities of the School District.

- A. The School District and Chief of Police shall collaborate to set the schedule of the SRO, and generally will conform to the days and hours that school is in session, and also attendance at school events, including meetings, sporting events or other functions deemed appropriate by the Superintendent. The SRO will not be regularly assigned lunch room, hall, bus, or other monitoring duties. If there is an emergency or an unusual temporary situation, the SRO may be assigned to assist high school administrators until the problem is solved.
- B. The SRO shall meet the background and training requirements as specified by ORC Section 3313.951, including an understanding of child and adolescent development. In addition, it is recommended that SROs receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, and cultural competence. The District will reimburse the City for the cost of any and all training to the SRO that

is related to the SRO position, including but not limited to the training required under ORC Section 3313.951.

- C. The School District will provide the SRO with a private, secure office and equipment, including a desk, telephone, filing space, and access to a computer that can be password protected, as necessary to perform the duties under this SRO MOU.
- D. The SRO is not a school disciplinarian and violations of the student code of conduct, School District policy or other School District regulations that are not criminal matters should be handled by School District administration and/or faculty, not by SROs. The School District recognizes that a student's violation of the High School's student conduct code is separate and independent from a violation of municipal or state law. The School District will conduct independent inquiries regarding school discipline matters and should not rely solely on information gathered by the SRO. The SRO may be requested to give testimony at student disciplinary hearings. School District administrators may request that the SRO attend expulsion hearings to provide security for School District personnel and preserve the peace, when indications are such that the student or other attendees may react in a threatening or physical manner. The SRO will obtain approval from the Chief of Police prior to attending expulsion hearings. School District discipline is the responsibility of the appropriate School District administrator and clear guidelines on SRO involvement should be developed and distributed to School District staff. The SRO will report violations of the student code of conduct, School District policy, or School District regulations through the proper channels to be handled by School District administration. It is the responsibility of the SRO to become familiar with the Student Handbook and/or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents. School District administration will have final decision-making authority regarding all matters of School District discipline.

7. Duties of the SRO. The Duties of the SRO assigned to the School District shall be determined by the Chief of Police and may include, but not necessarily be limited to, the following:

- A. Patrol school property or assigned areas on foot or by operating a vehicle or bicycle to promote a safety presence within the school building and on school property.
- B. Prevent or discover commission of crimes, search for suspicious activity or situations, apprehend criminals, and enforce motor vehicle operation and parking regulations on school property.
- C. Act as a liaison between students, parents, school administration and the Police Department.
- D. Meet directly with school administrators and/or staff members to discuss activities or problems within the school and respond to requests from school officials.

- E. Assist school administrators in searches of person(s), property or vehicles and/or conduct lawful searches of his/her own. Specifically, the SRO will not be involved in searches conducted by School District personnel unless a criminal act is involved or unless School District personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight.
- F. Attend after-school functions as requested by school administrators, such as sporting events, concerts, plays, dances, parades, etc.
- G. Act as a direct line of communication between the Police Department and school administrators concerning acts of or threats of violence to students, school building or faculty.
- H. Provide programs to the school community of an educational nature concerning issues on such topics as drug use and abuse, violence prevention, safety and security as well as other topics that may be requested or are deemed to be relevant.
- I. Cooperate with and abide by school policies and procedures, to the extent they do not conflict with the Police Department's General Orders.
- J. Confer with school administrators to develop plans and strategies to prevent and/or minimize dangerous situations on or near school property or involving students at school-related activities.
- K. Advise and update school administrators in as timely a manner as possible when an investigation or arrest is taking place at the school.
- L. Defer to school administrators when disruptions are caused by students with disabilities.
- M. Investigate all criminal offenses on school property, to include notifications to pertinent parties (parent/legal guardian, school officials, police administration, social service agencies, etc.).
- N. Prepare and review all necessary reports and records; perform other administrative duties as required.
- O. Prepare criminal, traffic and civil cases and testify in court when necessary.
- P. Interview complainants, witnesses, suspects and prisoners to obtain information about crimes.
- Q. Secure found, confiscated, and evidentiary property, safeguarding the property to either return to the owner or present as evidence in a court of law.
- R. Enforce federal, state and local laws, statutes and ordinances.
- S. Participate in special events when necessary.

- T. Develop policing objectives and problem-solving practices within the school.
- U. Coordinate crisis planning and updating of school crisis plans. The SRO shall consult with local law enforcement officials and first responders when assisting the School District's administrators in the development of the comprehensive Emergency Management Plan.
- V. Attend West Carrollton Board of Education and other meetings as directed by the Chief of Police.
- W. Respond to complaints from students, school staff, parents or other citizens.

8. Transporting Students. The SRO will not transport students in the City-provided vehicle, except:

- A. When the student is a victim of a crime, under arrest, or some other emergency circumstances exist; or
- B. When a student is suspended and sent home from school pursuant to school disciplinary action, if the student's parent/guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and the student's continued presence on school grounds is a threat to the safety and welfare of other students and school personnel.

If circumstances require the SRO to transport a student, a high school administrator will designate a school employee of the same gender as the student to accompany the SRO in the vehicle.

The SRO shall not transport a student in his/her personal vehicle.

The SRO shall notify a school administrator before removing a student from school property.

9. Access to Education Records.

- A. School officials shall allow the SRO to inspect and copy any public records maintained by the school to the extent allowed by law. In addition, SROs can have access to information designated by the School District as "directory information" about students, such as yearbooks.
- B. To the extent allowed by applicable law, the School District shall identify the SRO as a "school official" in the annual FERPA notice of rights given to parents and eligible students subsequent to the execution of this MOU. The SRO is acting as a school official with a legitimate educational interest in student personally identifiable information ("PII") when 1) the information is necessary to perform services pursuant to this MOU that would otherwise be performed by School District employees; 2) the SRO is under the School District's direct control in the use and maintenance of the records; and 3) the SRO will only use PII for the use for which it was provided and may not redisclose the PII without consent. The City acknowledges that, under the

terms of this paragraph, the SROs may be receiving PII. The City agrees that it shall not, and shall ensure that the SRO does not, access, use or disseminate or otherwise redisclose any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to the School District with respect to such information. The parties shall ensure that the SRO who is provided with access to personally identifiable student information will be trained in FERPA requirements and his/her duties to handle such information in compliance with those requirements. Information obtained from these databases and other education record information are protected, not subject to public record requests or release and therefore shall not become a public record by means of police reporting.

- C. When not acting as a school official with a legitimate educational interest, the SRO may not inspect and/or copy confidential student education records except in emergency situations to protect the health and safety of the student or other individuals. In that event, school officials may disclose to the SRO that information needed to respond to the emergency situation, taking into consideration (1) the seriousness of the threat to someone's health or safety; (2) the need for the information to meet the emergency situation; and (3) the extent to which time is of the essence.
- D. If confidential student information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

10. Insurance.

- A. The City shall maintain in full force and effect during the term of this SRO MOU a commercial general liability insurance policy with coverage in an amount of not less than one million dollars (\$1,000,000) per occurrence or claim and three million dollars (\$3,000,000) in the annual aggregate for claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the City or its employees, officers, or agents. The City hereby grants a waiver of any right to subrogation which any insurer of the City may acquire against the School District by virtue of the payment of any loss under such insurance. The City agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from its insurer(s).
- B. The School District shall maintain in full force and effect during the term of this SRO MOU a commercial general liability insurance policy with coverage in an amount of not less than one million dollars (\$1,000,000) per occurrence or claim and three million dollars (\$3,000,000) in the annual aggregate for any claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the School District or its employees, officers, or agents. The School District hereby grants a waiver of any

right to subrogation which any insurer of the School District may acquire against the City by virtue of the payment of any loss under such insurance. The School District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the School District has received a waiver of subrogation endorsement from its insurer(s).

11. Termination. This SRO MOU may be terminated without cause by either party upon 180 days' prior written notice.
12. Applicable Law. This SRO MOU shall be governed, construed and enforced under Ohio law.
13. Notices. Notices under this SRO MOU shall be in writing and may be delivered in person or by email. If hand-delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent.

If to the City:

Amber Holloway, City Manager
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If to the School District:

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937/859-5121, Ext. 1118
atownsend@wcsd.k12.oh.us

IN WITNESS WHEREOF, the parties have caused duplicate originals of this SRO MOU to be executed by their duly authorized officers.

BOARD OF EDUCATION OF THE
WEST CARROLLTON CITY SCHOOL DISTRICT

By _____ Date _____
Leslie Miller, President

By _____ Date _____
Ryan Slone, Treasurer

CITY OF WEST CARROLLTON

By _____ Date _____
Amber Holloway, City Manager

By _____ Date _____
David J. Wessling, Interim Chief of Police