ORDINANCE NO.	2026- 69	FIRST READING	October 22, 2026
		SECOND READING	WAIVED
INTRODUCED BY:	GERALD CANTON	THIRD READING	WAIVED

AN ORDINANCE
APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF SOUTH RUSSELL POLICE DEPARTMENT AND THE CHAGRIN FALLS EXEMPTED SCHOOL DISTRICT REGARDING THE DEPLOYMENT OF A SCHOOL SAFETY OFFICER, AUTHORIZING THE MAYOR AND THE POLICE CHIEF TO ENTER INTO THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of South Russell, through its Police Department, is currently providing a School Safety Officer to the Chagrin Falls Exempted Village School District's ("District") Gurney Elementary School located on Bell Road in the Village pursuant to a Memorandum of Understanding ("MOU"), approved by Council by Ordinance No. 2023-83, which MOU is expiring on December 31, 2026;

WHEREAS, the District is seeking to enter into an MOU with the Village for a School Safety Officer for Gurney Elementary School to be effective from January 1, 2027 through December 31, 2029; and

WHEREAS, the Village Council desires to provide such School Safety Officer to Gurney Elementary School pursuant to the terms of the MOU with the District, whereby the District will reimburse the Village for all of the costs of providing the School Safety Officer.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SOUTH RUSSELL, GEAUGA COUNTY, STATE OF OHIO:

Section 1. That the Gurney Elementary School Safety Officer MOU, attached hereto and made a part hereof as **Attachment 1**, is hereby approved.

Section 2. That the Mayor and Chief of Police are authorized and directed to enter into, and execute, the MOU by and between the Village of South Russell Police Department and the District, all as more fully set forth in the MOU attached hereto and made a part hereof as **Attachment 1**.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

Gurney Elementary School Safety Officer

Memorandum of Understanding

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the **Village of South Russell Police Department** ("SRV PD") and the **Chagrin Falls Exempted Village School District** ("District" or "Board") effective _____.

This MOU will serve as the written agreement between the District and the SRV PD. This MOU establishes the needed commitment and support from all participating institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Safety Officer ("SSO"), and will be the guiding document officers, school administrators, village administrators, students, and their caregivers look to for structure and accountability.

Section 1. Purpose of MOU

This MOU establishes the mission of the SSO, and formalizes the agreement between the participating entities. The purpose of this MOU is to clarify the roles of the involved entities, to establish a clearly identified organizational structure, and to delineate the procedures of the SSO Program. The success of this program requires cooperation and effective communication between all involved entities, as well as the employees that serve within each. 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.

Section 2. Mission

Like the School Resource Officer ("SRO") Program, the mission of the SSO Program is to support the educational and developmental success of the youth in the community by providing a safe learning environment, and by fostering positive relationships between students and law enforcement. The SSO Program seeks to supplement the SRO Program by providing additional safety and security in district buildings. The SSO will serve as a positive role model to students and provide an additional resource to district faculty through collaboration with the SRO.

Section 3. Goals and Objectives

Goals and Objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SSO Program include:

1. Maintain a safe and secure environment on school grounds.
2. Provide an added layer of security at the assigned District building.
3. Act as a deterrent to criminal behavior and violence.
4. Support, collaborate with, and enhance the SRO Program.

The SSO serves three primary roles within the assigned district building:

- **Crime and Violence Prevention** – The SSO is responsible for the safety and security of the assigned District building. The SSO will be highly visible in all areas of the assigned campus and maintain a vigilant watch in regard to the security of the building and grounds. The SSO will act as a deterrent to violent and criminal behavior and will respond by addressing any incidents that may occur.

- **Law Enforcement** - The SSO is responsible for enforcing both state and local laws on the school campus. The SSO has the same discretion to act as any other police officer in regard to crimes in progress, or those that require immediate action. The SSO will contact and defer to the SRO in regard to criminal acts committed by students or faculty that do not require immediate intervention. Alternatives to arrest are encouraged when dealing with juveniles, and the age of the offender and nature of offense should be primary considerations prior to law enforcement action.

  The SSO is not meant to be a disciplinarian for violations of school rules or code of conduct. The SSO will report observed behavioral issues or rule violations to the appropriate school administrator.

- **Liaison** - The SSO will serve as a liaison between school personnel and law enforcement. The SSO will collaborate with the SRO to provide law enforcement resources to the assigned District building when necessary.

Section 4: Organizational Structure

Composition – The SRV PD shall assign one (1) full-time law enforcement officer to serve as the SSO. The SRV PD shall retain the exclusive right to exercise the customary functions of management. The SSO will be certified by the State of Ohio and will meet all minimum requirements as set forth in the SSO job description.

Supervision – The day-to-day operation and administrative control of the SSO will be the responsibility of the SRV PD. Responsibility for the conduct of the SSO, both personally and professionally, shall remain solely with the SRV PD. The SSO is not considered an employee of the District.

The SSO will report to, and collaborate with the District's Superintendent, or their designee regarding safety and security issues, and day-to-day activities.

Training – The SSO will receive on-going training in the areas of school safety and security planning, school law, response to critical incidents, and other school-based law enforcement topics, in addition to any standard law enforcement training needed as identified by the administration of the SRV PD.

Section 5: Procedures

Selection – Unless the Parties agree otherwise, the SSO shall have at least three (3) years' experience as a full-time police officer in a police department in the State of Ohio. The SSO shall satisfactorily complete the SRO Training Program as provided in Ohio Revised Code Section 3313.951. The officer selected for the position will also be subject to the District Superintendent's approval.

Chain of Command – The SSO is accountable to the SRV PD chain of command. The SSO will report directly to the Executive Officer, or to the shift sergeant in the Executive Officer's absence. The SSO will report to the District Superintendent or their designee regarding all school-related matters and will honor the administration's position of authority and decision-making regarding matters of a non-criminal nature. Except in those situations where immediate law enforcement action is warranted, the SSO is expected to cooperate with school officials, collaborate with the SRO, and to abide by school policy.

Collaboration – The SSO is responsible for carrying out all duties and responsibilities of a law enforcement officer. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SSO. The SSO shall refrain from being involved in the enforcement of disciplinary rules that are not violations of laws, except to support staff in maintaining a safe school environment. The SSO will report to and defer to the school administration on all matters related to the violation of school rules or student code of conduct.

The SSO will work cooperatively with school administrators and the SRO regarding criminal offenses on school property. The SSO will endeavor to avoid physical arrests for misdemeanor violations committed by students whenever possible. The SSO and the SRV PD have the final authority on whether charges will be filed for any criminal offense.

The SSO is not a formal counselor or educator but may be used as a resource in these areas for students, parents, teachers and all persons involved with the school. The SSO will refer any student that presents behavioral or psychological issues to the building administrator.

The District operations manual, crisis plan, student handbook/code of conduct and other similar materials shall be made available to the SSO by the District.

Transporting Students – The SSO shall not transport students in SRV PD vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist. The SSO shall notify school officials upon removing a student from campus.

Campus Involvement – The SSO will be assigned to the Gurney Elementary School campus and will maintain a security station in close proximity to the main entrance of the school. The SSO is expected to conduct regular foot patrols of the building and grounds for the purpose of crime and violence prevention. The SSO may participate in the search of a student's person, possessions, locker or vehicle only when 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 SSO will not ask District employees to conduct a search for law

enforcement purposes. Unless there is a serious and immediate threat to student, teacher, public, or school safety, or criminal activity is suspected, the Superintendent in concert with the building principals shall have final authority in the building. The SSO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

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

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

Uniform – In general, the SSO will wear the police department uniform of the day. The SSO will at all times carry a sidearm, police department radio, and a prominently displayed badge. The police uniform and equipment will be provided by the SRV PD.

Schedule – The SSO is expected to be in Gurney Elementary School every day that school staff is present in the building, and working, unless otherwise excused. The SSO will also participate in required police and/or school safety trainings on ten (10) additional days throughout the school year and summer break. The SSO may only work overtime that is approved in advance by the Executive Officer and Superintendent. Any cost associated with overtime generated by school activities or obligations will be reimbursed to the South Russell Village by the District.

Absences – The SRV PD will make every effort to provide a substitute officer for absences known in advance, as well as sick calls; however, all parties acknowledge and agree that substitution is subject to man-power availability.

Special Events – The SSO may attend special events and activities outside of normal hours as determined by the Executive Officer and District Administration. The SSO will not be used in lieu of detail security at sporting events or other events normally covered by detail officers, except in extenuating and pre-approved circumstances. The SSO may choose to work detail events at the established detail rate paid by the District, following the SRV PD's procedure for outside details.

Section 6: Duties and Responsibilities:

The SSO's primary duty is to act as security and to take all necessary steps to attempt to stop any immediate threats, however the responsibilities of the SSO include, but are not limited to:

1. Enforces the laws of the State of Ohio and the Village of South Russell on the Gurney Elementary School campus.

2. Protects persons and property on the Gurney Elementary School premises.

3. Supports school officials with enforcement of school policy and regulations regarding student conduct.

4. Collaborates with the SRO to investigate various criminal and non-criminal issues occurring at the school and generates incident reports as necessary.

5. Acts as the Incident Commander for the SRV PD in any school emergency situation, in collaboration with District administration, until relieved by police or fire department command and personnel.

6. Serves as a resource for students, enabling them to be associated with a law enforcement figure in the school environment.

7. Identifies and refers at-risk students for crime and risky behavior to the SRO and the building administrator.

8. Collaborates with District Administration and the SRO regarding safety plans, building security, and safety drills, including but not limited to ALICE training.

9. Establishes professional relationships with District staff members.

10. Serves on various District committees, as requested, dealing with prevention, safety and security, or school community related issues.

11. Supports and promotes the School Resource Officer and School Safety Officer Programs within the community.

The responsibilities of the SSO supervisor (Executive Officer) include but are not limited to:

1. Meet with and obtain regular oral reports from the SSO regarding daily activities, areas of concern, and SSO Program goals set forth in this MOU.

2. Collaborate with the Superintendent and their designee for the purposes of performance evaluation.

3. Coordinate and approve deviations from the standard work schedule of the SSO.

4. Ensure SSO compliance with department directives and policies.

The responsibilities of the District Administration, which includes those administrators and staff at Gurney Elementary School, include but are not limited to:

1. Provide the SSO with a work station in proximity to the main entrance to the Gurney Elementary School building.

2. Ensure the SSO is made aware of safety or security concerns regarding the facility or its students.

3. When District personnel discover weapons, drugs, alcohol or other illegal contraband at Gurney Elementary School, the SSO shall be notified as soon as reasonably possible. The SSO will take possession of the contraband as evidence, and/or for purposes of destruction per SRV PD policy.

4. District personnel shall timely notify the SSO of any information indicating a threat to the safety of the school, when evidence of a criminal offense is discovered, or any anticipated parental problems due to school discipline and/or domestic issues.

Section 7: Confidentiality and Information Sharing

Student information and their educational records shall remain confidential to the maximum extent allowed by law. Confidentiality shall be maintained and the release and sharing of any student records shall be carried out in accordance with state and federal law, including but not limited to the provisions of 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"). Unauthorized disclosure of confidential information in violation of state or federal law, including but not limited to FERPA and IDEIA shall be a material breach of this MOU and may provide cause to terminate the MOU, upon such occurrence, regardless of the term set out in Section 9. The provisions of this Section shall survive the expiration of this MOU.

The SSO may be provided access to student education records in carrying out his/her duties as SSO pursuant to FERPA when determined by the District to be a school official with a legitimate educational interest in the student education record. In such circumstances, the SSO is under the direct control of the District with respect to use and maintenance of education records, and remains subject to the requirements of FERPA with regard to disclosure of student personally identifiable information ("PII") from education records, including the limitations on use only for purposes for which the disclosure was made (e.g. to promote school safety and the physical security of students), and governing redisclosure of PII from education records.

The SSO also maybe provided access to student education records pursuant to FERPA in the event of District determination of an articulable and significant threat to the health or safety of a student or other individuals. In such circumstances, school officials may disclose information from student records to the SSO when the SSO's knowledge of the information is necessary to protect the health or safety of the student or other individuals.

Information the SSO obtains from school personnel that deals with criminal or possible criminal intelligence will be maintained by the SSO as a criminal justice file, which will not be part of the student's school record. Additionally, law enforcement unit records are not student education records, and as a result are not subject to FERPA disclosure requirements. Law enforcement unit records are records that are created and maintained by a law enforcement unit that is authorized or designated by the District for a law enforcement purpose.

Section 8: Complaints and Problem Resolution

Complaints against the SSO shall follow the normal complaint process of the SRV PD, and include notice to appropriate District and/or Gurney Elementary School administrators.

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the District and the Chief of the SRV PD or their designees.

If the Superintendent is dissatisfied with an assigned SSO, the District Superintendent will collaborate with the Chief of the SRV PD to determine the appropriate action to be considered and/or taken. However, should disagreement regarding appropriate action exist between the Chief of Police and the Superintendent, the Superintendent shall have the ability to terminate this Agreement, if the SRV PD and Village of South Russell concur that the Village would have the statutory right to terminate the SSO due to acts or omissions on the part of the SSO, which would be provable in a hearing or trial, by providing written notice of such termination to the Village Chief of Police, after the determination has been made that statutory grounds exist to terminate the SSO from the Village Police Department. The determination regarding availability of grounds to terminate the SSO shall be made in good faith by the Village Solicitor after consultation with the District's legal counsel and shall be binding on the District and the Village. Should the Superintendent elect to terminate this Agreement pursuant to this provision, such termination shall be effective upon the date provided in the Superintendent's written notice, and shall be no earlier than the date upon which the notice is received by the Village Chief of Police. The District's obligation to compensate the Village for the SSO for the remainder of the term shall cease upon the effective date of any such termination.

The parties hereto shall act in good faith to resolve SSO conduct matters short of termination or disciplinary action, when deemed appropriate by the District Superintendent and the Chief of the SRV PD.

Section 9: Term

The Term of this MOU will be for a period of three (3) years commencing on January 1, 2027, and unless sooner terminated in accordance with this MOU, shall end on December 31, 2029, unless extended by mutual agreement of the District and the Village.

Section 10: Termination

The SRV PD will use good faith efforts to be able to fill the position of the SSO. In the event the SRV PD is unable to fill the SSO position, or after filled, is unable to find a suitable replacement SSO, this MOU shall terminate upon written notice from either the SRV PD (or the Village of South Russell) or the District or by mutual agreement of SRV PD (or the Village of South Russell) and the District. During the period of time that no SSO is able to serve, the District shall not be required to compensate the Village of South Russell. In the event the SSO becomes ill, injured, or is entitled to take family leave, pursuant to law and the policies of the Village of South Russell, payment by the District to the Village of South Russell shall continue during the pendency of such leave, to the extent that the Village of South Russell is required to continue to compensate the SSO during the pendency of such leave. During any such leave, the Village of South Russell and the SRV PD will use good faith efforts to provide more patrols at Gurney Elementary School until the SSO can return to work or the position is filled by a new SSO. Except as set forth in this MOU,

the District shall not have the right to terminate this MOU prior to the natural expiration of its Term.

Nothing contained in this MOU shall guarantee the continued employment or existence of the SSO. Termination of this MOU, when permitted, shall not subject the parties hereto to any grievance, arbitration, or administrative appeal procedure that may otherwise be available to full time employees of the District or the Village of South Russell.

Section 11: Financial Agreement

The parties agree that the SSO shall be paid each year of the Term in accordance with the Village of South Russell's other full-time employees (i.e., 26 pay periods per year of the Term). Unless the parties agree to a more frequent reimbursement schedule, the Village of South Russell shall issue an invoice to the District quarterly of each year of the Term seeking reimbursement for the SSO's salary and benefits except that the Village of South Russell shall issue an invoice each fourth quarter of each year of the Term seeking reimbursement of the actual health care costs incurred by the Village of South Russell for the SSO ("True Up"), which health care costs may be estimated throughout each year of the Term and then the parties will True Up in the fourth quarter of each year of the Term. The District shall be responsible for reimbursing the Village of South Russell each quarter of each year of the Term for the salary and benefits of the SSO; provided however, the parties agree that the District shall be responsible in the fourth quarter of each year of the Term for reimbursing the Village of South Russell for the actual health care costs incurred by the Village of South Russell for the SSO, once the parties True Up.

The SSO reimbursement rate will be based on the actual salary paid to the SSO according to the attached schedule for 1st, 2nd, or 3rd class Full Time police officer in the SRV PD ("Schedule"). A copy of the Schedule is attached hereto and incorporated herein by reference at **Attachment A.** The parties agree that the salary paid to the SSO may change during the life of this MOU and the Schedule shall be used to establish the salary rate paid to the SSO. The Village of South Russell agrees to pay for the SSO's uniform, training, longevity pay, and uniform maintenance reimbursement.

Overtime paid to the SSO, in accordance with Village of South Russell policies and applicable law, and reimbursable from the District, must be approved in advance by the Chief or Lieutenant, and the Superintendent, except in the case of emergencies.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed as of the _____ day of _____, 2026.

CHAGRIN FALLS EXEMPTED
VILLAGE SCHOOL DISTRICT

By: _____
Board President

Date: 10/21/2026

By: _____
Jennifer Penczarski, Superintendent

Date: 10/21/2026

VILLAGE OF SOUTH RUSSELL
POLICE DEPARTMENT

By: _____
Mayor William Koons

Date: 10-22-26

By: _____
Chief Michael Rizzo

Date: 10/22/2026

Section 12: Notices

Any notices required pursuant to this MOU shall be made by U.S. mail or electronic notice to the following:

Village of South Russell
c/o Chief Michael Rizzo 5205 Chillicothe Road
Chagrin Falls, Ohio 44022
Phone (440) 338-5843
Email: policechief@southrussell.com

Chagrin Falls Exempted School District Jennifer Penczarski, Superintendent
400 E. Washington Street
Chagrin Falls, Ohio 44022
Phone (440) 247-3933
Email: jennifer.penczarski@chagrinschools.org