

**AMENDED MEMORANDUM OF UNDERSTANDING
FOR ASSIGNMENT OF A SCHOOL RESOURCE OFFICER**

This Memorandum of Understanding is entered into on the 19th day of July, 2022 and amended on the 18th day of October, 2022¹ (“Amended MOU”) by and between the Buckeye Local School District Board of Education (“Board” or “District”), and the Ashtabula County Sheriff’s Department (“Law Enforcement Agency”).

WHEREAS, this Amended MOU establishes and delineates the mission of the SRO program as a joint cooperative effort and formalizes relationships 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, promote a safe and positive learning environment, and decrease the number of youths formally referred to the juvenile justice system.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Mission Statement

To promote a safe and secure learning environment for students, faculty, staff, and the school community.

2. School Resource Officer Position

There shall be a police officer, employed by the Law Enforcement Agency, assigned to the District's schools, who shall act as the SRO. During the time period in which the police officer is acting as the SRO for the District, said police officer shall be acting within the course and scope of his/her employment with the Law Enforcement Agency. The SRO shall not be an employee of the Board. The Board will be provided an opportunity to review the applicants for the SRO position and may recommend to the Law Enforcement Agency its choice for the position. However, the final decision on the employment of a police officer to be assigned as an SRO rests with the Law Enforcement Agency.

3. Compensation

The salary for the SRO's position shall be no more than Thirty Dollars (\$30.00) per hour. The Board shall be responsible for the SRO portion of the police officer's salary and associated fringe benefits with the exception of health insurance to be paid fully by the Law Enforcement Agency. The Law Enforcement Agency shall be responsible for maintaining the SRO's fringe benefits and is further responsible for the entire cost of the SRO's health insurance. The Law Enforcement Agency shall bill the Board in August or September for payment of the first six (6) months of the SRO's service. The Law Enforcement Agency shall bill the Board in January for payment of the remainder of the SRO's service for that school year. Upon the

¹ Specifically, the parties amended section 3, compensation.

conclusion of the school year, the Law Enforcement Agency shall provide the Board a bill to "true-up" for any outstanding costs due and owing not accounted for in the previous payments. Payments shall be made within thirty (30) days of receipt of a bill.

4. Assignment and Schedule

- a. The SRO shall be assigned to the District's schools for the 2022-2023 school year. The SRO shall be assigned to the schools for one hundred and eighty-five (185) school days in accordance with the Board's school calendar. The days to be worked and the hours of work per day shall be scheduled by the District Superintendent or designee. The first day of work shall be August 23, 2022.
- b. The SRO's assignments shall be at the sole discretion of the District. The District will have priority for SRO services during all District events. Unless express consent is given by the Superintendent, the SRO will not be released from his/her assigned duties with the District in the event additional officers are needed during a critical incident or natural disaster.

5. Goals

- a. Ensuring a safe learning environment for all children and adults who enter the building.
- b. Preventing and reducing potential harm related to incidents of school violence.
- c. Fostering a positive school climate based on respect for all children and adults in the school.
- d. Promoting a visible positive image of law enforcement interaction between students, teachers, staff, and the school community.
- e. Providing a safe and secure educational environment.
- f. Providing role models and developing a positive image for law enforcement among the student body.
- g. Developing a mutual partnership to work with faculty and staff to create a well-rounded atmosphere within the school buildings and on school grounds.

6. SRO Background/Expertise

- a. College or degree coursework - Since the SRO may be instructing in elementary/middle/high school classes, a college education would be beneficial and preferred.
- b. Experience as a police officer and commitment to student well-being - The SRO must have an understanding of child and adolescent development. Experience working with youth and an interest in student success, juvenile

justice, child and adolescent psychology, and creating a positive school climate are beneficial.

- c. Successful performance - It is preferred that candidates have proven performance as reflected by prior performance evaluations and are free of significant disciplinary action.
- d. Prior to entering service as an SRO, the officer shall complete a basic training program approved by the Ohio Peace Officers Training Commission, as described in O.R.C. §109.77(B).

7. Professional Development

SRO must complete a minimum of 40 hours of specialized SRO training within one year appointment. This training should focus on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods and must be provided by one of the following entities, as approved by the Ohio Peace Officers Training Commission:

- a. The National Association of School Resource Officers;
- b. The Ohio School Resource Officer Association; or
- c. The Ohio peace officer training academy.

8. Roles, Responsibilities, and Expertise of the SRO

- a. The SRO is to perform all police functions, exercise police power, and render such police assistance and services as the District may require for any of the schools to create and maintain safe, secure, and orderly learning environments for students, staff, and the public. Specific daily assignments to accomplish this function will vary by school.
- b. Maintain communication and positive relationships with parents, students, and teachers, and serve as a positive role model to students.
- c. Coordinate investigative procedures between law enforcement and school administrators, and implement such procedures as needed.
- d. Wear law enforcement agency issued uniform at all times, or other apparel approved by Law Enforcement Agency.
- e. Maintain high visibility throughout the campus but is unpredictable in their movements.
- f. Confer with the building principal and District administrators to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
- g. Attend school special events as needed outside of normal school day working

hours and notify the school principal or his/her designee if it is necessary for the SRO to be off campus during scheduled hours. The Board may make requests for such use of the SRO directly to the SRO. If the SRO is unavailable, an SRO shall be scheduled for the special event through the Law Enforcement Agency.

- h. Provide information concerning questions about law enforcement topics to students and staff, and advise students, staff, and faculty as needed.
- i. Develop expertise in meeting federal and state mandates in drug abuse prevention education and provide presentations at the request of the school personnel in accordance with the established curriculum.
- j. Provide supervised classroom instruction on a variety of law-related education and other topics deemed appropriate and approved by school administrators, as directed.

9. Roles and Responsibilities of the District

- a. The District shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
 - (1) Office space that is acceptable to the participating law enforcement agency, which includes a location for files and records which can be properly locked and secured.
 - (2) The opportunity to provide input regarding criminal justice problems relating to students.
 - (3) The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
 - (4) All necessary technology and equipment generally made available to the members of the District's professional staff, including access to a computer and printer.
- b. The District shall annually complete a performance review of the SRO and provide the SRO with feedback regarding his/her job performance. The results of this review will be shared with the Law Enforcement Agency.

10. Roles and Responsibilities of the Law Enforcement Agency

The Law Enforcement Agency shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- a. The necessary police equipment and supplies to be used by said police officer in the performance of the Amended MOU.

- b. A motor vehicle. The Law Enforcement Agency shall bill the Board on a monthly basis for the required maintenance, fuel, and insurance for the vehicle.
- c. The official uniform of the Law Enforcement Agency. The Law Enforcement Agency shall bill the Board for the cost of the uniform.

11. Criminal Activity Versus School Discipline and Searches

The SRO has the authority to issue warnings, make arrests, and use alternatives to arrest at his/her discretion while being mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role.

- a. School staff will contact the SRO to inform him/her of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity he/she observes on the school campus.
- b. The SRO must first notify the relevant building Principal before conducting any criminal investigations on District campuses. There must be reasonable grounds to believe that a serious criminal offense has been committed.
- c. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO shall use his/her discretion regarding whether to create a law enforcement report about a student or incident. The SRO will consult with the Superintendent/designee prior to any charges being filed.
- d. The SRO's power to arrest will be governed by the Ohio Revised Code. However, building Principals and the Superintendent/designee shall be consulted prior to an arrest of a student when practical. Unless there is a justifiable reason not to, the student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- e. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution, and restorative justice practices to serve as an alternative to arrest, in an effort to build accountability, promote social-emotional growth, and support positive behaviors in schools. Such plans and practices shall be distributed to school staff.

- f. 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 the SRO. The SRO should not directly intervene unless the situation directly affects an imminent threat to health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent, in concert with the building principals shall have final authority in the building.
- g. If the SRO investigates a matter which does not appear to involve criminal activity, but rather a violation of school policy or policies and/or behavioral codes, the SRO shall make a written report of his/her findings and conclusions on prescribed District forms and submit the same to the relevant building Principal.
- h. The District may impose student discipline based on conduct identified in a law enforcement report created by the SRO. However, the Principal shall first confer with the Superintendent to determine if disciplinary action is appropriate.
- i. Building Principals are generally responsible for searching a student's person, possessions, locker and vehicle. The SRO may participate in a search 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. The SRO may only perform a search independent of school administration during emergency situations where criminal activity is suspected. The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.
- j. The 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 in age-appropriate language and informing the student's parent(s)/guardian(s).
- k. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical. Unless there is a justifiable reason not to, the student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
- l. When requested, the SRO may standby to keep the peace and/or to maintain safety while District administration conducts a search of person(s), property or vehicle(s).
- m. School Administration shall not question, interview, or interrogate

student(s) regarding possible criminal conduct, on behalf of or as agents for the SRO. If the SRO, acting under scope of his/her duties as an SRO participates in an interrogation of a student or gains information which may be used against a student in a judicial proceeding, the SRO will follow all state and federal laws regarding arrest, search, seizure, and interrogation of student(s). In addition, the SRO shall perform any and all interrogations of students in strict compliance with District Board Policy 5540 - *Interrogations of Students*, which is incorporated herein by reference.

- n. No body camera will be used by the SRO unless he/she is making an arrest or investigating the commission of a crime, or permission to use the body camera has been granted by the building principal.

12. Sharing of Information

Communication and information sharing should be followed to facilitate a free flow of information between school officials and the SRO.

- a. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, and Ohio's Public Records Law, the Family Education Rights and Privacy Act codified as 20 U.S.C. 1232g et seq. ("FERPA"), the Ohio Student Records Privacy Act codified at R.C. 3319.321 ("OSRPA"), and relevant District and Law Enforcement Agency policies.
- b. The sharing of arrest-related information by the SRO with school administrators upon request is at the discretion of the SRO and will involve the dissemination of Arrest Reports and Calls for Service filed with the Law Enforcement Agency or from other police agencies coming into contact with students from the District.
- c. Juvenile fingerprints and photos as part of the Arrest Record will not be shared by the SRO.
- d. If the SRO is/are aware of information on a student that is officially obtained by the Law Enforcement Agency, which reflects that the student is in violation of District Board Policy or the Student Code of Conduct, the SRO may forward that information to school administration.
- e. If a student under the age of 18 is an uncharged suspect in a crime, his/her information will not be released unless authorized by the Chief of the Law Enforcement Agency.
- f. Information which the SRO obtains from school personnel, and which deals with criminal or possible criminal intelligence, will be maintained by the SRO as a criminal justice file. This file may be shared with other Law Enforcement Agency personnel and police agencies but will not become part of the student's school record.
- g. Hearsay information or rumors alone will be used by the SRO only in an intelligence capacity or to validate the need for further investigation.

- h. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the Law Enforcement Agency's jurisdiction shall be related to the relevant police department or law enforcement body.
- i. When any felony occurs or any crime that prompts a response to a request for public records or information from the schools or the Law Enforcement Agency or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.
- j. The SRO shall have access to any public records maintained by the school to the extent allowed by law. Personnel of the Law Enforcement Agency may have access to confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency, to the extent permitted under FERPA and OSRPA.
- k. The SROs access to school security video requires the approval of the District Records Custodian and shall be permitted only in accordance with applicable state and federal laws and District Board Policies. No school security video will be sent to law enforcement or to any court without a subpoena served upon the District Records Custodian. Any requests to view school security video footage, or to obtain a copy of the same, shall be made in writing and approved by the District's Records Custodian.
- l. The Law Enforcement Agency, the SRO, and any Law Enforcement Agency employee acknowledge their obligation under FERPA to keep confidential any personally identifiable student information provided or obtained pursuant to this Amended MOU, or pursuant to the SRO's performance of job duties as an SRO pursuant to this Amended MOU.

13. Crisis Planning and Incidents

The District and the Law Enforcement Agency will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new a Crisis Plan(s). Consistency throughout the District should be adhered to.

The SRO shall be familiar with the emergency operations Crisis Plans of the District. During crisis incidents occurring on District property the SRO will act as a liaison between the District Administration, the Sheriff's Office, and other emergency resources. The SRO will participate in any crisis incident training or School District Safety Planning meetings conducted during the SRO's regularly scheduled shift, including coordinated crisis planning and the updating the District's crisis plans and shall consult with local law enforcement officials and first responders when assisting the District in the development or updating of its emergency management plan.

14. Absences/Substitutions

The District understands and agrees that any short-term (i.e., less than five (5)

consecutive school days) fill-in Officer needed due to the SRO absence for medical, personal leave, vacation, or any emergency would not need to meet the same requirements as set out in Section 7 of this Amended MOU, as such placement is temporary. The Board and the Law Enforcement Agency should develop and agree on a protocol for assigning and using substitute Officers when the regular SRO(s) is/are unavailable. Should the regularly assigned SRO become unavailable during the term of this Amended MOU, the Board and the Law Enforcement Agency will meet to determine an appropriate replacement Officer.

15. Independent Contractor

The Law Enforcement Agency and the Officer(s) assigned as SRO(s) pursuant to this Amended MOU agree to perform all services pursuant to this Amended MOU as independent contractors and further agree that no employment-related benefits or withholding shall be paid for or made to the Law Enforcement Agency and/or the SRO by the Board.

16. Reviewing the Amended MOU and the SRO Program

The District and the Law Enforcement Agency 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 Law Enforcement Agency and include notice to the appropriate school administrators. This process will be made known to parents and students through the Law Enforcement Agency.

17. Insurance

The Law Enforcement Agency shall maintain public liability insurance which shall cover the duties performed by the SRO and which shall name the Board as an additional insured. The Board will also maintain public liability insurance which will cover the SRO's duties and responsibilities and will also name the Law Enforcement Agency as an additional insured on said policy.

The police officer to be assigned by the Law Enforcement Agency to the District will be covered by Workers' Compensation Insurance maintained by the Law Enforcement Agency, and the Law Enforcement Agency will maintain public liability insurance coverage on the police officer assigned to the District during the term of this Contract.

18. Breach

If either party breaches a provision of this Amended MOU, the non-breaching party shall provide the breaching party with written notice of said breach. If the breach is remedied within thirty (30) days of receipt of the breach notice, said notice shall be void. If the breach is not remedied within thirty (30) days of receipt of the breach

notice, the non-breaching party shall have the right to terminate this Amended MOU upon expiration of said remedy period. If this Amended MOU is terminated due to a breach, the breaching party shall be liable for all damages, including but not limited to any documented and verifiable incidental and consequential damages incurred as a result of said breach. However, neither party shall be responsible to the other for any loss or failure to perform its respective obligations under this Amended MOU when such loss or failure is caused by conditions beyond the party's control, such as fire, explosion, water, act of God, civil disorder or disturbance, labor dispute, vandalism, war, riot, sabotage, weather or energy related closing, governmental regulations, or other similar causes.

19. Termination Other than for Breach

Either party may terminate this contract for any reason not set forth above by providing the other party with written notice of its intent to terminate within thirty (30) days prior to the date of termination.

20. No Waiver

No failure of a party to exercise any power reserved to it by this Amended MOU or to insist upon strict compliance by the other party with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of a party's right to demand strict compliance with any of the terms of this Amended MOU. Waiver by a party of any particular default shall not affect or impair a party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that party of any right hereunder, or of its right upon any subsequent breach or default to terminate this Amended MOU prior to the expiration of its term.

21. Amendment

This Amended MOU may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by the parties.

22. Assignment

No party may assign or otherwise transfer, voluntarily or by operation of law, this Amended MOU without the prior written consent of the other party.

23. Entirety

This Amended MOU contains the entire agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior agreement or similar type of agreement between the parties, oral or written, is hereby superseded and terminated.

24. Governing Law

The laws of the State of Ohio shall govern the validity, performance, and

enforcement of this Amended MOU.

25. Severability

Each article, paragraph, provision, term, and condition of this Amended MOU, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Amended MOU is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Amended MOU shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.

26. Section Headings

The section headings contained in this Amended Memorandum of Understanding are for convenience of reference only and shall not affect the meaning or interpretation of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have executed this Amended Memorandum of Understanding effective October 18, 2022.

SIGNATURE OF PARTIES & SIGNATURE DATE

Chief, Ashtabula County Sheriff's Department

Date

Superintendent, Buckeye Local School District

Date