

**Memorandum of Understanding
and
Policing Contract
between
The County of Summit, Ohio
Summit County Sheriff's Office
and
The Nardon Hills City School District
Board of Education**

This Memorandum of Understanding and Policing Contract (Agreement) is entered into on the day signed by the County of Summit Executive and is between the County of Summit, Ohio, Summit County Sheriff's Office (collectively referred to as the "County") and the Nardon Hills City School District Board of Education (Board) and shall serve to establish the terms and conditions between the parties regarding the provision and use of School Resource Officer (SRO) services as required by Section 3313.951, Ohio Revised Code (R.C.).

The duration of this Agreement shall be from August 21, 2023 through June 4, 2024. This Agreement may be terminated by either party for any reason with a thirty (30) calendar day written notice from one party to the other.

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

The parties agree as follows:

I. Role of the School Resource Officer

- A. The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers, and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and

enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

B. SRO program goals include:

- a. To ensure a safe learning environment for all children and adults who enter the building.
- b. To prevent and reduce potential harm related to incidents of school violence.
- c. To foster a positive school climate based on respect for all children and adults in the school.
- d. To create partnerships with behavioral health and other care providers in the community for student and family referral.

II. Organizational Structure

- A. Composition: The SRO Program will consist of a law enforcement officer that is a certified Peace officer for the State of Ohio and meets all requirements as set forth by the Nordon Hills School District (District) and the Department's rules and regulations. The SRO shall have completed a basic training program approved by the Ohio Peace Officers Training Commission, as described in R.C. 109.77(B).
- B. Officer Recruitment & Selection: District officials may make recommendations as to the officers to serve as SROs, however, the Sheriff's Office will make the ultimate selection of the SROs. The District prefers SRO's with a college education, extensive experience with juvenile assignments, an interest in student success and proven performance as reflected by prior performance evaluations. SRO's shall be free of significant disciplinary action.
- C. Training Requirements: Any SRO who was not appointed to provide services to a school district or school prior to November 2, 2018 must complete a minimum of 40 hours of specialized SRO training within one year after appointment. R.C. 3313.951(B)(1)(b). 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 Behavioral Interventions and Supports (PBIS), and cultural competence.

III. Operational Procedures and Funding

- A. For and in consideration of the entities participating in the SRO program as described herein, the District agrees to reimburse Summit County as follows.

Year 2023 - Fall				
Salaries/Coverage Hrs.	=	Deputies (84 Days)	=	Amount
\$ 71.53	x	672	=	\$ 48,068.16
Vehicle		Patrol Veh. (Prorated - 84/365)		
\$ 26,458.00	x	0.230136986	=	\$ 6,088.96
Radios		Tot. Radios		
\$ 240.00	x	1	=	\$ 240.00
			TOTAL	\$ 54,397.12
		Two Installments	Total	\$ 27,198.56
Year 2024 - Spring				
Salaries/Coverage Hrs.	=	Deputies (105 Days)	=	Amount
\$ 81.10	x	840	=	\$ 68,124.00
Vehicle		Patrol Veh. (Prorated - 105/365)		
\$ 26,458.00	x	0.287671233	=	\$ 7,611.21
Radios		Tot. Radios		
\$ 240.00	x	1	=	\$ 240.00
			TOTAL	\$ 75,975.21
		Two Installments	Total	\$ 37,987.60
Tot. for 23-24 School Year				\$ 130,372.33

Additionally, the District shall be responsible for any overtime accrued in the performance of the SRO's duties that was previously authorized by the District or was accrued due to an unanticipated event outside of the control of the SRO. The compensation formula as defined in the Funding Commitment Letters shall be paid by the District to Summit County in two (2) installments, on or before [redacted] and [redacted]. 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 Summit County Sheriff's Office vehicle, specialized Deputy's uniform and accessories. If at any time during the term of this Agreement the Deputies or Sergeants receive a pay increase as a result of changes to the terms of the collective bargaining agreement (including but not limited to salary increases, insurance increases and other adjustments) then the amounts set forth above may also be adjusted upon 30 days notice to the Board.

The wages and benefits of the SROs and Sergeants are determined by a labor contract negotiated by the Fraternal Order of Police-Ohio Labor Council and Summit County. Future wage and benefit increases will be negotiated through the Fraternal Order of Police - Ohio Labor Council and Summit County.

If, during the period of the Agreement, a grant opportunity becomes available through the USDOJ COPS program or any other option to help subsidize the SRO program, the partnering entities will collaborate on preparing a grant application for the funds and pursuing the same. Any funds received under a grant opportunity would be applied to offset the actual costs of the SRO program and said Agreement will be credited on a pro rata share to each of the partnering entities.

The SRO may be scheduled to perform his/her duties outside of what is considered regular workday hours, at District sponsored events and activities, as determined necessary by the school administrators, consistent with the Agreement. SRO's may be involved in summer projects with the District as mutually agreed to by the parties. During the times when the SRO is absent or on time off, the County will provide a substitute if available. While at the school or District sponsored events, the SRO will be accountable to the Superintendent, as well as the Principal of the building in which he/she is present or their designee. The SRO is expected to cooperate with the school officials, including administrators and faculty. SRO will abide by school policies and respond to the requests of school officials.

- B. Release. The County will not be liable and is released from any claims, causes of action (including but not limited to negligence), or expenses of any kind or nature which are asserted against the Board. The Board acknowledges and understands that the County's insurance carrier only provides insurance coverage for the County and Deputies acting within the scope of their employment. The Board is not provided insurance coverage under the County's insurance policy and the Board must provide for its own insurance policy or self-insurance coverage.
- C. Duties: Specific daily assignments to accomplish this function will vary. The SRO and school Principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher. The SRO's duties should include the following activities listed below.
 - 1. Law Enforcement Role: As further described below, SROs are responsible for law enforcement activities occurring at the school during school hours, but not general

student discipline. A determination of whether an activity rises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers, and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO. While law enforcement is the role of the SROs, alternatives to arrest should be used whenever possible, and arresting students should be a measure of last resort. The SRO's discretion to act remains the same as that of any other police officer.

2. **Fostering Positive School Climate/Crime Prevention:** Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.
 3. **Education:** SROs should participate in the school community by becoming a member of the educational team where appropriate and by representing the law enforcement community to build positive relationships with youth, their families, and school staff. Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school, SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.
- D. **Uniform and Equipment:** The SRO is in uniform at all times while providing services pursuant to this Agreement.
- E. **Roles in Responding to Criminal Activity:** SROs and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SROs. This information will be conveyed to all school staff. School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus or at a District event the SRO has been asked to attend. In turn, SROs will inform school administration of all criminal activity they observe on the school campus or at school activities. The SRO, working cooperatively with the school administration, keeping in mind the safety of victim(s) when applicable, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Truancy will be handled by school personnel. Certain serious criminal 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's powers to arrest will be governed by the Ohio Revised Code. 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, which will be distributed to school staff.
- a. **Limits on In-Custody Questioning and Arrests:** When the SRO is tasked with investigating serious criminal felony offense(s), referenced above, the SRO may participate in questioning the student(s) suspected of the serious criminal felony offense(s) only after informing the student of his or her Miranda rights and

informing the student's parent(s) or guardian(s). Parents/guardians shall be allowed sufficient time to arrive at school to be present for the questioning.

- b. Searches: Absent a real and immediate threat to student, staff, or public safety, the 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 reveal evidence that the student has committed or is committing a criminal offense. Strip searches of students by the SRO's are prohibited. SRO's may perform a pat down for weapons when the situation warrants. As stated in the Student Handbook, "[s]tudent lockers are the property of the District and students have no reasonable expectation of privacy in their contents or in the contents of any other District property including desks or other containers." The SRO will consult with the Principal or the designee about authorization to search lockers in connection with investigating serious criminal offenses.
 - c. Arrests of Students: Building principals and the Superintendent or his or her designee shall be consulted prior to an arrest of a student when practical. 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.
- F. Role in School Policy Violations: The SRO will report school policy violations through the proper channels, to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.
- G. Sharing of Information: Sharing of information will be governed by federal law, the Ohio Revised code, Ohio Administrative Code, Ohio's Public Records Law and relevant Department and District Policies. The sharing of arrest related information by the SRO with the school administration will involve the dissemination of incident reports and calls for service filed with the Department, or from other police agencies coming into contact with students from the District as needed to support the SRO program goals. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO. Information which the SRO obtains from school personnel 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 Criminal Justice Agencies but will not be part of the student's school record. The Board acknowledges that the SRO may need to share information with other law enforcement departments pertaining to criminal activity.
- H. Crisis Planning: The SRO will coordinate with local police and fire departments or other first responders in coordinated crisis planning and training, including but not limited to lock down procedures, drills and a preparedness plan.
- I. Complaints: When the District receives a complaint against the SRO, the District shall forward the complaint to the Summit County Sheriff's Office which will investigate complaints or allegations against any SRO and will adhere to the Summit County Sheriff's Office Policies, Procedures, Rules & Regulations for investigations in so doing.

- IV. School District Responsibilities: The District shall provide the SRO of each campus access to a properly lighted private office, which shall contain a telephone, which may be used for general business purposes.
- V. Miscellaneous
- A. Amendments to the Agreement and SRO Program or Termination: This Agreement 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. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Nordonia Hills City School District and the Department or their designees.
- B. No Waiver: No failure of a party to exercise any power reserved to it by this Agreement 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 Agreement. 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 Agreement prior to the expiration of its term.
- C. Assignment: No party may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other party.
- D. Entirety: This Agreement 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.
- E. Governing Law: The laws of the State of Ohio shall govern the validity, performance, and enforcement of this Agreement.
- F. Severability: Each article, paragraph, provision, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.
- G. Section Headings: The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- H. Force Majeure: Neither party shall be responsible to the other for any loss or failure to perform its respective obligations under this Agreement 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.
- I. Notices: Any notice required in this Agreement shall be sent to the following:

County of Summit
Attention: Director of Law and Risk Management
175 South Main Street, 8th Floor, Akron, OH 44308

Nordonia Hills City School District, Board of Education
Attention: _____
9370 Olde 8 Rd., Northfield, OH 44067

NORDONIA HILLS CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____

SHERIFF OF SUMMIT COUNTY, OHIO

By: _____
Kandy Fatheree, Sheriff

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive Date

Approved as to Correctness and Form:

By: _____
Deborah S. Matz, Director
Department of Law, Insurance
and Risk Management