

**MEMORANDUM OF UNDERSTANDING**  
**SCHOOL RESOURCE OFFICER AGREEMENT**

This agreement is made and entered into this 19th day of September, 2018 by and between the Sheriff's Office of Henry County, Ohio (the "Office") and the Holgate Local School District Board of Education ("Holgate").

It is the intention of the Office and Holgate to maintain collaborative efforts to provide a safe and healthy school environment for students, staff, faculty, and visitors.

The terms of this agreement shall commence on September 20, 2018 and conclude on June 1, 2022.

**Holgate School Resource Officer Program:**

Our SRO program will be unique to Holgate based on input from the school administration, teachers, faculty, and students. The program will be fashioned to fulfill three overall roles:

- 1) Crime Prevention: *prevent juvenile delinquency and assist in student development*
- 2) Law Enforcement: *maintain a safe and secure environment*
- 3) Education: *promote positive attitudes regarding the police role in society*

**Crime Prevention** – One of the primary roles the school security officer fulfills is that of crime prevention officer. The officer will conduct various activities including 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 parking lots. The officer also may complete security surveys relative to the physical security of school property and facilities. The officer will be responsible for security at special events occurring during the school day, such as assemblies. Additionally, the officer will act as a resource to the faculty and staff of the school to advise on matters relative to criminal activity. Finally, the officer will coordinate or conduct crime prevention presentations for faculty, staff, and students.

**Law Enforcement Role** – The SRO will be responsible for the majority of law enforcement activities occurring at the school during school hours. This will involve the traditional enforcement activities of arrests, filing charges, etc. The officer also is responsible for conducting follow-up investigations at the request of other police division personnel as appropriate and for passing relevant information on to patrol and detective personnel, subject to federal and state student privacy laws. In addition, the officer is responsible for information sharing between officials and the Office, subject to federal and state student privacy laws. To establish and maintain credibility, it is imperative that the SRO does not compromise his/her position as an enforcement authority.

While enforcement is a role of the SRO, alternatives to arrest may be used and the SRO's judgment and discretion to act remains the same as that of any other deputy. The deputy, in conjunction with school resources, could serve as coordinator of an alternative to a suspension/arrest program where a form of community service may be done and coordinated by the SRO in the school setting.

**Education** – The third role of the SRO is educational. Considering the overall mission of the Holgate Schools to educate youth, it is very important that the SRO participate in this mission. By

becoming a member of the educational team, the SRO will become more accepted by students, faculty, and staff. Below are possible topics the SRO may speak on within the classroom, with staff, or at various school related events:

Law Enforcement as a Career – Focus on the aspects of choosing police work as a career. More specifically, the student may learn the different roles and expectations of police and the requirements to become a police officer. Career paths, specialized units, and training requirements may be discussed. Focus may be on educational requirements to become a police officer including writing skills, interpersonal skills, and understanding the laws applicable to policing.

Traffic Law Overview – Cover Ohio’s traffic code in a broad sense and more detailed coverage of juvenile-related traffic code such as OMVUC (operating motor vehicle underage consumption) and implied consent. The role of the Bureau of Motor Vehicles and licensing may also be discussed.

Criminal Law Overview – Cover Ohio’s criminal code in a broad sense and more detailed coverage of juvenile-related criminal code such as criminal damaging, criminal mischief, unruly and delinquency offenses.

Prescription Drug Abuse – America’s youth are abusing prescription drugs, especially opioids. With programs such as D.A.R.E. and also reaching out to the health classes, the symptoms, effects, and legalities of drug abuse may be discussed. Prevention techniques also are heavily emphasized.

Date Rape and Domestic Violence – Cover the issue of date rape, consent, and how to prevent date rape. Domestic violence and the role of the juvenile also may be discussed.

Constitutional Law – Discuss the constitutional requirements of the police regarding search and seizure, stop and frisk, and arrest laws. Also, *Miranda* warnings will be discussed. With each topic, constitutional origin and Supreme Court cases may be discussed. Discussion of appropriate ways to interact with police officers may be discussed.

#### **ADDITIONAL TOPICS:**

1. Drug abuse prevention
2. A.L.I.C.E. Strategies
3. Victim’s rights
4. Personal and social responsibility
5. Overview of criminal court system
6. Suicide prevention
7. School gang prevention
8. Weapon safety/prevention in schools
9. Peer mediation/Conflict resolution
10. Traffic Safety/DUI Education
11. Social media/digital safety

## **I. Operational Issues Regarding the SRO Program:**

With any new or ongoing program, there are evolving operational and logistical questions that must be addressed, some of which will remain unknown until they occur. Below are some of the most critical to the success of an SRO program.

**A. Officer Selection and Training** – As with any program of this type, the success or failure largely depends on the officer involved in the program. For this reason, careful selection of the SRO has been done to ensure a good match for the school district's needs. The candidate should meet or complete four general guidelines:

- 1) Some college or a college degree – The officer will be in an educational setting and will be instructing in school classes. To be accepted and to help ensure success in this area, a college education would be beneficial and preferred, but not mandatory.
- 2) Experience as a police officer – A minimum amount of experience as a deputy should be established of not less than three years. Also, prior experience with juvenile assignments or interest in juvenile programs is preferred.
- 3) Successful performance – All candidates should have proven performance as reflected by prior positive performance evaluations. Candidates should be free of disciplinary action.
- 4) SRO Training –The officer filling the SRO position will complete Basic SRO training as soon as the next class is scheduled to meet.
- 5) Holgate and the Sheriff's Office may provide time for the SRO to attend specialized training, including special education, restorative justice, civil rights in the schools, psychology, threat assessment, school safety and security, including CEPTED training, cultural competence, and child and adolescent development. Training will be agreed between the parties and the costs as agreed between the parties.

**B. Officer Assignment and Supervision** – The Office agrees to provide a SRO to Holgate. The SRO is a member of the Office and is supervised by the Sheriff or his/her designee. The SRO will be assigned to the schools during the school year and used in a variety of other roles including patrol, crime prevention, community relations, and community education activities when school is not in session. Holgate reserves the right to request in writing the removal or re-assignment of an SRO for reasonable cause. The Office shall consider the input of the District in determining removal or reassignment of any SRO.

The SRO will be involved in educating our youth and other crime prevention and community relations activities. We believe this structure will provide our community the most effective response to the needs of juveniles in our community and offer us the opportunity to expand our services in crime prevention and community education.

**C. SRO Uniform** – the SRO will be in the uniform of the day and armed. The officer's enforcement role should never be underestimated or compromised, which could occur with a modified uniform. The standard uniform of the day does not prevent the officer from performing any of the duties involved in the program.

**D. Written Agreement** – This document will serve as the written agreement between Holgate and the Office. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the SRO. This document will be the guiding agreement the officers, school administrators, and Office administration look to for structure and accountability and should not become static, but rather, should be under constant review. This agreement constitutes final written expression of all terms of this agreement and is a complete and exclusive statement of those terms. The agreement will be reviewed annually and changes to its terms may be made upon written agreement of both parties. The Agreement may be terminated by thirty (30) days written notice to either party.

**E. SRO Operational Procedures:** The SRO's activity in the school will be guided by the following procedures. These procedures have been drafted in a cooperative effort between the Office and Holgate. These procedures highlight several areas, which collectively are felt to be necessary. These guidelines may be reviewed annually and revised as necessary.

1. **Duties of the SRO:** The primary function of the SRO will be to provide a safe and secure school environment, reduce crime, serve as an educational resource, and serve as a liaison between Holgate and the Office. However, the SRO shall perform all duties and services as fully set forth in the attached job description, or as it may be amended.

The SRO and Superintendent or designee will meet to discuss plans and strategies to address specific issues or needs that may arise. As required by law, the SRO should never be assigned to duties within the schools in place of, or in lieu of a certified teacher, nor is the role of the SRO to discipline students for infractions of the student code of conduct or assist in discipline on a routine basis. Data will be collected by the SRO, and shared with the school two times a year, in December and in May, on the following:

- a. the number of all investigations made by the officer for delinquent or unruly offenses,
- b. the number of school-based arrests,
- c. the offense for which each arrest was made,
- d. the number and types of tickets or summonses issued by the officer to students,
- e. the number and types of referrals to law enforcement,
- f. the number of criminal complaints filed, including the location of arrest, arresting agency, school, gender, age, race, ethnicity, and ESL status. The District will use the data to evaluate number and nature of incidents and to assist in ensuring compliance with all federal and state laws prohibiting

discrimination. The data also will be used to monitor trends and assess school climate.

2. **Role in Crime Suppression:** One of the SRO's roles will be enforcement to include traditional criminal investigation and report-taking. As a deputy, the SRO has the authority to stop, detain, and make arrests for crimes committed on school premises, on school buses operating within the jurisdiction, and at school activities, and may conduct any justified stop on school property and enforce local violations occurring on school grounds. SRO's may use alternatives to arrest at his/her discretion, including but not limited to less punitive measures, such as diversion, restorative justice, or referral to the school code of conduct. School administrators may consult with the SRO regarding misbehavior, including consideration of the surrounding circumstances and alternatives to intervention, if appropriate. The following procedures will help the SRO be as effective as possible in this role.
  - a. The SRO should be informed of all criminal activity, which occurs on the school campus during the day regardless of the seriousness of the offense. The SRO also will inform school administration of all criminal activity occurring on campus to make sure all interested parties remain informed.
  - b. Typically, for misdemeanor offenses other than drug offenses, and offenses of violence, the SRO working cooperatively with the school administration will determine whether formal charges will be filed. For drug offenses and offenses of violence, the SRO will normally file juvenile charges.
  - c. For all felony offenses, the SRO will normally file formal charges or facilitate the filing of formal charges in conjunction with school administration and other Office personnel.
  
3. **Role in Enforcing/Reporting School Policy Violations:** School discipline is the responsibility of the appropriate school administrator. The SRO will normally report school policy violations through the proper channels to be handled by school administration. The SRO may assist with intervention in a situation placing students at risk of harm to the extent necessary to ensure safety or intervene when appropriate and necessary. In all other cases, disciplining students is a responsibility of Holgate, and the SRO will take students violating the code of conduct to the Principal where school discipline will be imposed as appropriate. The SRO shall assist the administrators and staff to:
  - a. Enforce the law on campus and at school events as appropriate.
  - b. Act as a custodian of the physical plant to ensure a safe learning environment. This includes building(s), grounds, parking lot(s), lockers, and other public school property.

4. **Sharing of Information:** Recognizing communication and information sharing is essential to the success of the SRO program, the following procedures should be followed to facilitate the flow of information to and from the SRO.
  - a. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, federal student privacy laws, and relevant Sheriff's Office and Holgate policies.
  - b. The sharing of arrest-related information by the SRO with school administration upon request or at the direction of the SRO will involve the dissemination of arrest reports and calls for service filed with the Office or from other Police agencies coming into contact with students from Holgate.
  - c. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
  - d. If the SRO is aware of information on a student that is officially obtained by the Office, which reflects that the student is in violation of school policies (Student Handbook or otherwise), the SRO may forward that information to school administration.
  - e. If a juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the Sheriff.
  - f. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a separate law enforcement file and not as an education record of the school district. This file may be shared with other Office personnel and Criminal Justice Agencies but will not be part of the student's school records.
  - g. Hearsay information or rumors alone will not be the basis for any formal action by the Office. This type of information may be used 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 Henry County limits shall be relayed to the police department of jurisdiction.
  - i. When any felony occurs or any crime that prompts a P.I.O. response from the schools or the County, 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. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to health or safety, time sensitivity, and the direct relationship of the information to the emergency, subject to the limits of federal and state student privacy laws.
5. **Chain of Command for SRO's:** The SRO is ultimately accountable to the Sheriff's Office chain of command. However, while at the school, the SRO will be additionally accountable to the Superintendent, Principal or his/her designee. The SRO is expected to reasonably cooperate with the school officials,

including administrators and faculty. The SRO will abide by school policy and reasonably respond to the requests of school officials.

6. **Role in Locker, Vehicle, Personal, and Other Searches:** When requested, the SRO may assist school administration in law enforcement searches of person(s), property, or vehicles when there is an articulated safety concern such as the following:
  - a. Student may attempt to escape in a situation in which the student would be a danger to themselves or a danger to others.
  - b. Student is suspected of possessing a firearm or knife, such suspicion which may include conclusions drawn as a result of teaching or law enforcement experience.
7. **The SRO may perform searches** independent of the school administration only under the existing provisions of Ohio Revised Code and the Office policies and directives. The use of any K-9 in searches of property, lockers, or vehicles when at the request of school administrators, will be used as means to enforce school policy. The SRO will act as a liaison between the school administration and the K-9 unit. Prior to planned use of the K-9 Unit, the Sheriff and Superintendent will be notified. In exigent circumstances, notification may occur after the use as soon as practical.
8. **Role in Critical Incidents:** the SRO will be familiar with the emergency operations manual and the safety plan of Holgate. During any critical incident occurring on school property, the SRO will act as a liaison between school administration, Office personnel, and other emergency resources.
9. **Role in Truancy Issues:** Truancy will continue to be handled by school personnel. Normally, the SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between school, the Truancy Officer, and Sheriff's Office personnel should deputy involvement become necessary due to safety concerns.
10. **SRO Role as an Educator:** the SRO will serve as an educational resource to school faculty, staff, and students. The SRO may be called upon for presentations on specific topics that may lend valuable insight regarding a particular subject matter. The SRO may not be a certified teacher. Therefore, the normal classroom teacher will be present during any instructional period. The SRO will maintain complete lesson plans on their topics of instruction and will furnish a list of topics to school personnel. The SRO may be requested to make appearances or presentations to business councils, parent groups, and other groups and committees associated with Holgate or the Office upon review of the Sheriff and/or the Superintendent.

- 11. SRO Daily Schedule:** The SRO scheduled hours will be determined in agreement between the Superintendent and Sheriff, Monday through Friday. These times are contingent upon Holgate defining specific times for the school year. The Office employs one SRO on a full-time basis. There may be occasions when the Office cannot provide a substitute officer in the event of an absence. The following procedures will govern how the Office will provide for these absences:
- a. If the SRO is absent, the Office normally will provide a substitute officer. In cases of pre-scheduled training for the SRO, a substitute will be provided only if another officer is available. If a substitute officer is not available, officers working patrol will periodically walk through the school as time permits.
  - b. During unforeseen emergencies, or during scheduled events that place a high demand on the Office's staffing needs, the SRO may be scheduled to work assignments outside of their normal school duties. It may not be feasible for the Office to provide substitute officers in these instances.
  - c. The SRO may adjust the schedule, with approval from a supervisor, or in order to accommodate school activities and requests. Overtime also may be approved in advance by the supervisor in order to accommodate these activities. The SRO is expected to leave information with school officials regarding his whereabouts when off campus. When school is not in session, such as holidays and summer break, the SRO will report to the Office for regular duty. The SRO may also request to use accumulated vacation leave during times when school is not in session in accordance with scheduled times on the school district calendar.
- 12. SRO Program Cost:** Holgate agrees to reimburse the Office in an amount equal to 75% of the SRO's salary and employment benefits. All parties agree that the SRO shall receive the customary and usual salary and employment benefits, including but not necessarily limited to: health and hospitalization insurance, sick leave and annual leave, holiday pay, retirement, disability insurance, workers compensation, unemployment compensation, and Police Professional Liability insurance to protect the Office and Holgate. It is understood and agreed that the Office will bill Holgate for the agreed upon reimbursement quarterly and that Holgate agrees to pay the amount due to the Office within 30 days of the receipt of each quarterly bill or statement.
- 13. SRO Program Evaluation:** The SRO program will be evaluated on an annual basis and will include, but not limited to, the Sheriff and the Superintendent. Each school administrator(s) will submit reports to the Superintendent prior to the SRO evaluation. The evaluation will include a review of the effectiveness of policies and procedures implemented pursuant to this agreement. This is in addition to the employee evaluation from the Office.
- 14. Viewing of School Cameras:** The SRO will have access to view Holgate's video system to investigate potential crimes or to maintain security around the



school in the course of his or her duties as an SRO. Recorded, archived or live video will not be viewed or shown to anyone unless authorized in accordance with the state and federal student privacy laws by school administration.

**15. Independent Contractor:** The Office agrees to perform all services pursuant to this Agreement as an independent contractor, and further agrees that no employment-related benefits or withholdings shall be paid for or made to the Office and/or the SRO by the Board. In the event that any benefits or withholdings are later required by operation of law, or later determined to be required, the Office agrees that the cost or amount of such benefits or withholdings may be deducted from the current amount of this contract as contract payments are made to the Office, or if there is no unpaid balance on this contract or such balance is insufficient, the difference shall be reimbursed to the Board by the Office within ten (10) days following receipt of an invoice therefor.

**16. Governing Law:** The Agreement shall be governed by, construed, interpreted, performed and enforced under the laws of the State of Ohio. In the event of any dispute arising hereunder, this Agreement shall not be interpreted for or against any party hereto on the ground that such party drafted or caused to be drafted this Agreement or any part hereof.

**17. Miscellaneous:** This Agreement shall constitute the full, final and complete understanding of the parties concerning this matter. Any amendments or modifications to this Agreement shall be in writing and signed by all parties. This Agreement may be executed in counterparts, and each counterpart, when executed shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose. No waiver shall be binding unless in writing and signed by the party providing such waiver.

  
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Sheriff, Henry County, Ohio

  
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Superintendent, Holgate Local Schools

Date:

Date: 9-20-18

