

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is being executed on _____, 2020 by the below listed entities:

**Groveport-Madison School District
4400 Marketing Place Suite B
Groveport, OH 43125**

**City of Groveport
655 Blacklick Street
Groveport, OH 43125**

This document (the “MOU”) will serve as the written agreement between the Board of Education of the Groveport-Madison School District (the “District”) and the City of Groveport (the “City”). This MOU establishes the needed commitment and support from both political subdivisions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer (SRO), and will be the guiding document officers, school administrations, city administration, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed annually. 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.

I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles, responsibilities and expectations 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.

II. Mission

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, 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.

III. Goals of the SRO Program

SRO program goals include:

1. To ensure a safe learning environment for all children and adults who enter District Property and/or attend District events/activities.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.
4. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

Law Enforcement Role – SROs are solely 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 by SROs based on probable cause as defined under the laws of this state. 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 SROs, alternatives to arrest may be considered, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

Fostering Positive School Climate /Crime Prevention – One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. 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.

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, accordingly, encouraged to include SROs in such endeavors.

IV. Organizational Structure

A. Composition

The SRO Program will consist of full time Police Department Personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by District and Groveport Police Department Rules and Regulations. The City will assign one (1) full-time officer to serve as SRO. The SRO will primarily perform duties at the District's High School located at 4475 South Hamilton Road and may perform duties at the District's other schools on the south side of the District. During days that schools are not in session, the SRO shall perform regular police duties at a duty station as determined by the Chief of Police.

B. Officer Recruitment & Selection

School officials and the police department shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is completed by the City.

SROs should meet the following general criteria:

- 1) **College or degree coursework** – SROs are in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To promote credibility in this area, a college education and/or coursework is suggested though not mandated.
- 2) **Experience as a police officer and commitment to student well-being** – SROs should have a minimum of two years' experience as a patrol officer, be at least 21 years of age and have extensive experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
- 3) **Successful performance** – All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. SRO Training

SROs shall complete training as required by law, including but limited to R.C. 3313.951(B). Prior to entering service as an SRO, officers shall complete a basic training program approved by the Ohio Peace Officer Training Commission. All SROs who are initially appointed on or after November 2, 2018, must complete an additional forty (40) hours of school resource officer training within one (1) year of appointment through an entity approved by the Ohio Peace Officer Training Commission. In addition, it is recommended that SROs receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, and cultural competence.

V. Operational Procedures

Chain of Command for SRO's: The Parties shall be independent contractors and the SRO shall not be, or considered to be, an employee of the District. The City shall retain the statutory authority to hire, discharge and discipline SROs in its sole discretion. The SRO will report to the police station daily to clock in and out, as well as to receive and pass on information. The City agrees to pay and provide the SRO's salary and benefits in accordance with the current salary schedule, the Fraternal Order of Police (FOP) agreement between the City and FOP Lodge #9, and the employment practices of the City. The SRO will be subject to the current procedures in effect for City police officers, including attendance at all mandated training and testing sessions to maintain state law enforcement officer certification. The SRO will be ultimately accountable to the Groveport Police Department chain of command. However, the SRO is expected to cooperate with school officials, including administrators and faculty. The SRO will, to the extent not contrary to the Groveport Police Departmental Policies and Procedures or the laws of the State of Ohio, abide by school policy and respond to the requests of, and cooperate with, school officials.

The SRO's activity in the school is guided by the following procedures and an evaluation shall be provided by the District (**SEE RUBRIC**) to effectively support SROs efforts and monitor their progress:

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/ prevent crime, serve as an educational resource, and serve as a liaison between the District and the Police Department. Specific daily assignments to accomplish this function will vary by school. 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. Specifically, the SRO is not to be used or regularly assigned lunchroom duty, as a regular hall monitor, bus duty or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the SRO may assist District employees until the problem is solved; provided further that nothing required herein is intended to nor will it constitute

a relationship or duty for the SRO or the City beyond the general duties that exist for law enforcement officers in the State of Ohio. The SRO will not provide routine transportation of students to and from school.

Basic responsibilities of the SRO will include but will not be limited to:

- 1) Enforce criminal law and protect the students, staff, and public at large against criminal activity.
- 2) Foster mutually respectful relationships with students and staff to support a positive school climate.
- 3) Provide information concerning questions about law enforcement topics to students and staff.
- 4) Serve as a source of information to the school community, including parents, on such topics as tobacco, alcohol and other drug issues, and addressing violence diffusion, violence prevention and other safety issues in the school community.
- 5) Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
- 6) Provide informational in-services and be a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, bullying, cyberbullying, wireless devices, safety and security.
- 7) Provide educational programs to students and staff on topics agreed to by both Parties. In addition, the Groveport Police Department may substitute other officers to provide the same or similar programs described in Paragraphs V(A)(5)-(7) of this MOU.
- 8) Refer students and/or their families to appropriate agencies for assistance when need is determined.
- 9) Coordinate investigative procedures between police and school administrators.
- 10) Handle initial police reports of violent crimes committed on campus.
- 11) Take enforcement action on criminal matters.
- 12) Attend school special events as needed.
- 13) Prepare lesson plans as necessary for the instruction provided.
- 14) Collect data on SRO activities (arrests, citations, etc.)

B. Uniform

The SRO shall wear the department uniform as per Groveport City Policy and Procedures.

C. Daily Schedule

To be determined by the commanding officer and/or the SRO and the school administrators consistent with the MOU.

D. Absence/ Substitution

The City will endeavor to have the SRO available for duty at his/her assigned school each day that school is in session during the regular school year. Unless otherwise required herein, the City is not required to furnish a substitute officer on days when the SRO is absent due to illness or police

department requirements. In the event that the SRO will be absent, the SRO shall notify both his/her immediate supervisor and the school principal. When the SRO is absent, the police department will endeavor to add extra routine patrols to the campus. In the event of an absence of three or more days, the police department will assign a substitute SRO to assume the duties of the regular SRO. Substitute SROs should, at a minimum, have the same requisite experience as regular SROs and, ideally, should have had some training in child development, trauma, and conflict resolution in the school environment.

E. Special Events

To be determined by the commanding officer and the school administrators consistent with this MOU.

F. Summer Activity

SROs should accomplish as much of the recommended training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the school district; however, they will spend the majority of this time on Groveport Police Department's assignments.

G. Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

- 1) 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. 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. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.
- 2) For any offense on school property, the SRO, working cooperatively with the school administration, will exercise reasonable discretion in making arrests for minor misdemeanor activity. Certain offenses (felonies and/or serious misdemeanor offenses), such as sex offenses, weapons offenses, and any offenses of violence, shall require the filing of charges if supported by probable cause. The SROs powers to arrest shall be governed by Ohio law.
- 3) 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.

H. Role in School Policy Violations

SROs are not school disciplinarians and 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 SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. 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 and the Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents. The District or its administrators shall have final decision-making authority regarding all matters of school discipline.

I. Data Collection

SROs should submit a monthly activity report to the Superintendent of Schools, building principals, and his/her Chief of Police. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system (contact the Ohio School Resource Officers Association for sample reports). See J. 1. below.

J. Sharing of Information

Communication and information sharing are essential to the success of the SRO program.

1. The sharing of information shall be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, Federal Education Rights and Privacy Act (FERPA), and relevant Groveport Police Department and District policies.
2. 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 Groveport Police Department or from other Police agencies coming into contact with students from District.
3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
4. If the SRO is aware of information on a student that is officially obtained by the Groveport Police Department, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
5. If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the Groveport Chief of Police or his/her designee.

6. Records, files, documents, and other materials that are created by the SRO for a law enforcement purpose, or by personal observation, may be maintained by the City and are not subject to FERPA protection. Specifically, the parties agree the SRO's investigation reports, notes and other documents maintained by the SRO relate to the SRO's role as a City employee. These records will not be maintained by the School District and are not education records.
7. Hearsay information or rumors alone will not be the basis for any formal action by the Groveport Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.
8. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the jurisdiction limits shall be relayed to the appropriate police department of the jurisdiction involved.
9. When any felony occurs or any crime that prompts a Public Information Officer response from the District or the City or if a school building is evacuated the SRO shall contact his immediate supervisor at the Groveport Police Department as soon as possible.
10. The SRO shall have access to any public records maintained by the school to the extent allowed by law, including but not limited to FERPA and R.C. 3319.321.
 - All student records are considered confidential. Certain information is designated as directory information in the School District's annual FERPA notice and can be released to the SRO without consent unless the parent/guardian has affirmatively withdrawn consent to release of directory information in writing. The School District will supply the City with a copy of its annual FERPA notice each school year.
 - The SRO will be granted access to the district camera system and student information databases only when acting as a school official with a legitimate educational interest in the information. The SRO is acting as a school official with a legitimate educational interest in the information when 1) the information is necessary to perform services pursuant to this MOU that would otherwise be performed by School District employees; 2) the SRO is under the School District's direct control in the use and maintenance of the records; and 3) the SRO will only use personally identifiable information concerning a student (PII) for the use for which it was provided and may not redisclose the PII without consent. The City acknowledges that, under the terms of this paragraph, the SRO may be receiving PII. The City agrees that it shall not, and shall ensure that the SRO does not, access, use or disseminate or otherwise redisclose any PII, as defined in FERPA and R.C. §3319.321, in violation of the terms of those laws or other law applicable to the School District with respect to such information. The parties shall ensure that the SRO will be trained in FERPA requirements and his/her duties to handle such information in compliance with those requirements. Information obtained from these databases and other education record information are protected, not subject to public record requests or release and therefore shall not become a public record by means of police reporting.
 - The obtaining of PII for law enforcement purposes will require parental consent or a lawfully issued subpoena prior to release, unless obtained as detailed in below.

- The School District may disclose PII to the SRO without consent during a health and safety emergency if knowledge of the information is necessary to protect the health or safety of students or other individuals. This exception is limited to the period of the emergency.
- When the School District and/or any of its employees learn of any abused child, as defined in ORC 2151.031, all supporting documentation, video and/or statements will be released to the City without prior consent, per mandated reporting requirements.

The foregoing procedures should be followed to facilitate a free flow of information between school officials and the SRO.

K. Role in Locker, Vehicle, Personal, and Other Searches

The SROs will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. SROs may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. SROs will not ask a school employee to conduct a search for law enforcement purposes.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- i. Strip searches of students by SROs are prohibited.
- ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.

L. Limits on Interrogations and Arrests

1. **Interrogations** SROs may initiate or participate in the questioning of a student about conduct that could result in criminal charges in accordance with Ohio law. Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation. If a parent or guardian is not available, an administrator or their designee will be present.
2. **Arrests** – Unless the conduct involved rises to the level of 1) a disorderly conduct offense; or 2) any crime involving physical harm or a weapon, incidents involving public order offenses, including profanity, and arguing should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.
 - i. Building principals and the Superintendent or her designee shall be notified prior to an arrest of a student when practical.

- ii. 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.
- iii. Unless there is a serious and immediate threat to student, teacher, or public safety, SROs shall only use physical force or restraints on students pursuant to Groveport Police Department Policy and Procedures. Any such use of physical force or restraint shall be in conformance with Ohio Administrative Code Section 3301-35-15.

M. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of the District. During critical incidents occurring when the SRO is present, the SRO shall act as a liaison between school administration, police personnel, and other emergency resources.

N. Role in Truancy Issues

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

VI. School District Responsibilities

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

- 1) Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- 2) A location for files and records which can be properly locked and secured.
- 3) A desk with drawers, chair, worktable, filing cabinet, and office supplies.
- 4) The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- 5) The opportunity to provide input regarding criminal justice problems relating to students.
- 6) The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- 7) The District Emergency Management Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- 8) School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- 9) Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- 10) Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

The District herein agrees to reimburse the City sixty-nine percent (69%) of the actual cost of the SRO's yearly salary and benefits. The District will not be responsible for the payment of overtime, unless it is requested by the District. Each Party will maintain a budget for

expenditures under this MOU. Payment from the District is due upon the District's receipt of an invoice. The invoice will itemize the SRO's salary and benefits as well as the District's share of the costs. It is the understanding of the Parties that the calculations for compensation as noted will likely change each year due to possible changes in the SRO's salary and benefits. The City will provide the District with a projection of any such increases for the following year by March 31st each year.

VII. CRISIS PLANNING

The District, the Groveport Police Department and the Madison-Township Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. The SRO shall consult with local law enforcement officials and first responders when assisting the School District's administrators in the development of the comprehensive Emergency Management Plan.

Lock down drills shall be included as part of the District's preparedness plan. Groveport Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the district.

VIII. Reviewing the MOU and SRO Program

The Parties 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 Groveport Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the student handbook and District website.

IX. PROBLEM RESOLUTION

Unforeseen difficulties or questions will be resolved by negotiation between the District Superintendent and the Mayor and/or their designees.

X. TERM

- A. Initial and Successor Terms. The initial term of MOU will commence on July 1, 2020 and terminate on June 30, 2021. Thereafter, unless one party delivers to the other a written non-renewal notice at least ninety (90) days prior to the end of the current term, this MOU shall automatically renew for unlimited successive periods of one year.
- B. Termination. Either party may terminate this MOU with or without cause upon 30 days prior written notice to the other party.

XI. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The Parties, as governmental entities/political subdivisions, lack authority to indemnify. Accordingly, the District and the City shall be responsible for their own actions and/or actions of their respective board/council members, officials, officers, employees, agents, representatives, volunteers and/or servants resulting from performing and/or providing services or programs under this MOU.

SIGNATURE OF PARTIES & SIGNATURE DATE

Name, Agency, Title

Date

Name, Agency, Title

Date