

MEMORANDUM OF UNDERSTANDING
FOR ASSIGNMENT OF A SCHOOL RESOURCE OFFICER

This Memorandum of Understanding (“MOU”) is entered into on the 3 day of April, 2024, by and between the Ashtabula Area City School District Board of Education (“Board” or “District”), and the Ashtabula County Sheriff’s Department (“Law Enforcement Agency”).

WHEREAS, this 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 youth 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

Ashtabula County Sheriff’s Deputies Robert Ginn and Joe Cellitti shall be assigned to the District’s schools and shall each serve as an SRO. The SRO’s job description and duties while assigned to the District are included in this Memorandum of Understanding. 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 employment with the Law Enforcement Agency. The SRO shall not be an employee of the Board. If, during the term of this MOU, Mr. Ginn or Mr. Cellitti is unable to perform the duties of the position, 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 of applicant for the position. However, the final decision on the employment of a police officer to be assigned as a SRO rests with the Law Enforcement Agency.

3. Compensation

- a. The hourly rate of pay for each SRO shall be the rate of pay applicable to him under the contract of employment between the SRO and the Law Enforcement Agency, as established in the applicable collective bargaining agreement. The Law Enforcement Agency shall be responsible for paying and maintaining the SRO’s fringe benefits and contributing to

his retirement plan. However, the cost borne by the Law Enforcement Agency for the SRO's hourly rate, his health insurance, as well as the Law Enforcement Agency's contribution to the Ohio Public Employees Retirement System on behalf of the SRO, during his time in service to the District, shall be included in the bills issued to the Board.

- b. The Law Enforcement Agency shall bill the Board in September for payment of the first six (6) months of each SRO's service. The Law Enforcement Agency shall bill the Board in January for payment of the remainder of each SRO's service for that school year. Upon the 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.
- c. Any 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.

4. Certification

The SRO will be certified by the State of Ohio and meet all Ohio Peace Officer requirements as set forth by the Ohio Peace Officer's Training Academy.

5. Assignment and Schedule

- a. The SRO shall be assigned to the District's schools for the 2024-2025 school year during each day that school is in session throughout the term of this SRO-MOU, in accordance with the Board's school calendar, a copy of which is attached hereto and incorporated herein by reference. The hours of work per day shall be scheduled by the District Superintendent or designee. The first day of work shall be August 19, 2024, and there shall be 185 workdays.
- 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.

6. 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 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.

7. 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).

8. Professional Development

Any SRO must complete a minimum of 40 hours of specialized SRO training within one year after appointment, unless such training was already received prior to appointment in a previous school year. 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.

The SRO shall receive professional development for the implementation of positive behavior intervention and supports in accordance with O.A.C. 3301-35-15. The SRO shall use physical restraint only as a last resort, and in accordance with Board Policy, and shall comply with the rules for restraint and seclusion, as set forth in O.A.C. 3301-35-15(D).

9. 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 the providing 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.

10. 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 and 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.

11. 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 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.

12. 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. 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's powers to arrest will be governed by the Ohio Revised Code.
- c. 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. The parties shall adhere to a philosophy of restorative practices in an educational setting, whereby practices build accountability, promote social-emotional growth, and support positive behaviors in schools.

- d. The SRO shall not be involved in imposing discipline. Only District Administrators have decision-making authority regarding student discipline. The SRO may only investigate school disciplinary matters at the request of an Administrator, where possible criminal activity is also suspected. 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. If the SRO investigates a matter and determines that it does not 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. 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.
- e. Building principals are generally responsible for searching a student's person, possessions, locker, and vehicle. The SRO 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. The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.
- f. 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). Further, the SRO shall perform all interrogations of students in strict compliance with District Board Policy 5540 – "Interrogations of Students," which is available from the District's website and is incorporated herein by reference.
- g. 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.
- h. 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).

- i. 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 Board Policies, state and federal laws regarding arrest, search, seizure and interrogation of student(s).
- j. 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.
- k. 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.
- l. The SRO shall use his/her discretion as to whether or not 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.

13. Crisis Planning and Incidents

The Director of Business Operations is responsible for the review, development, and revision of all school safety plans and oversight of school surveillance systems and alarms. The SRO shall have no authority to unilaterally change any feature of the school safety plan or alter any component of the District's surveillance systems or alarms.

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. School Security Videos

The SRO's 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.

15. Breach

If either party breaches a provision of this 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 MOU upon expiration of said remedy period. If this 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 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.

16. 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.

17. No Waiver

No failure of a party to exercise any power reserved to it by this 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 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 MOU prior to the expiration of its term.

18. Amendment

This Memorandum of Understanding 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.

19. Assignment

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

20. Entirety

This 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.

21. Governing Law

The laws of the State of Ohio shall govern the validity, performance, and enforcement of this MOU.

22. Severability

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

23. Section Headings

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

24. Addendum

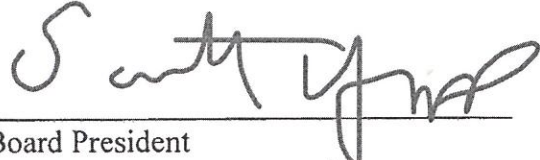
Attached hereto and incorporated herein by reference is an "Addendum to the Memorandum of Understanding for Assignment of a School Resource Officer ("SRO")." The parties expressly agree to all terms and conditions contained in the attached Addendum, separate authorization of which is not required.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date first written above.

LAW ENFORCEMENT AGENCY

**ASHTABULA AREA CITY SCHOOL
DISTRICT BOARD OF EDUCATION**

By: 
4-3-2024

By: 
Board President

By: _____

By: 
Treasurer