

**MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SCHOOL  
RESOURCE OFFICERS TO THE JACKSON LOCAL SCHOOL DISTRICT BY  
THE TOWNSHIP OF JACKSON, STARK COUNTY, OHIO  
(O.R.C 3313.951)**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)**, entered into as of this \_\_\_ day of July of 2021, by and between the Jackson Local School District (hereinafter referred to as the "School District") and the Township of Jackson, Stark County, Ohio, (hereinafter referred to as the "Township") collectively, Township and School are hereafter referred to as the "Parties". For purposes of this MOU School Resource Officer (SRO) shall have the same meaning as defined in Ohio Revised Code section 3313.951(A)(3). This agreement establishes the needed commitment and support from both parties. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer, and will be the guiding document officers, school administrations, township administration, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed annually and takes into account input from all community stakeholders, including caregivers, students, and teachers. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating parties listed above and all community stakeholders.

**ARTICLE 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 and expectations and formalizes relationships between the participating parties 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.

**ARTICLE 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, 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.

### **ARTICLE III GOALS OF THE SRO PROGRAM**

SRO program goals include:

1. To ensure a safe learning environment for all children and adults who enter the building.
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, based on input from the school administration, teachers, faculty, students, families and community members. 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 responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity raises to the level of a law enforcement activity shall be made in consultation with a school administrator, and in immediate proximity to the event occurring. 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 the enforcement is the role of SROs, alternatives to arrest should be used whenever possible, 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 all school 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 encouraged to leverage this resource.

#### **ARTICLE IV SCOPE OF SERVICES**

The Township agrees to provide six (6) law enforcement officers during the defined school year (2021-2022) to provide services as specified contained in Exhibit A as agreed to by the Township and the School District. School District and Township shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is the Township's decision.

SROs should meet three general criteria:

- 1) **Experience or degree coursework** – SROs are in an educational atmosphere and will be assigned to an elementary/ middle/ high school facility. All SROs will be OPOTA certified and hired pursuant to all the Township's hiring policies and procedures, as determined by the Chief of Police, or his/her designee.
- 2) **Experience as a police officer and commitment to student well-being** – SROs must 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 creating a positive school climate is preferable.
- 3) **Successful performance** – All candidates should have proven performance as reflected by prior performance as determined by command staff. Candidates should be free of significant disciplinary action.
- 4) **Training Requirements:** Within the first year of service as an SRO, officers shall complete a minimum of forty (40) hours of initial training that covers responsibilities or and limitations of SROs, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. 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, and cultural competence.

## **ARTICLE V OPERATIONAL PROCEDURES**

- 1.) Chain of Command for SRO's:** The SRO will ultimately be accountable to the Jackson Township Police Department chain of command. However, while at the school, the SRO will be additionally accountable to the principal, or his/her designee, provided there is no conflict between the Township and School District's wishes. In the event of a conflict the SRO shall follow the express desire of the Jackson Township Police Department chain of command. The SRO is expected to cooperate with the school officials, including administrators and faculty. They will abide by school policy and respond to the requests of school officials, to the extent those policies and requests do not conflict with Township policy and requests.

The SRO's activity in the school is guided by the following procedures and supervision and evaluation shall be provided by the school district's designee to effectively support SROs efforts and monitor their progress:

- 2.) 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 school 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.

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

- A. To enforce criminal law and protect the students, staff, and public at large against criminal activity.
- B. Foster mutually respectful relationships with students and staff to support a positive school climate.
- C. Provide information concerning questions about law enforcement topics to students and staff.
- D. Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
- E. Coordinate investigative procedures between police and school administrators.
- F. Handle initial police reports of all crimes committed on campus. Serious and/or violent crimes may be subject to reassignment within the police department.
- G. Take enforcement action on criminal matters when appropriate and after consultation with school administrators, when possible.
- H. Attend school special events as directed by the Township.
- I. Collect data on SRO activities (arrests, citations, etc.).

- 3.) **Uniform/Dailey Schedule/Special Events/Summer Activity:** To be determined by the Township and to be consistent with this Agreement.
- 4.) **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 students' success. The following procedures will help SROs be as effective as possible in this role:
- a. 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, if consistent with operational needs of the Township. In turn, SROs will inform school administration of all criminal activity they observe on the school campuses.
  - b. For any offense on school property, the SRO, will work cooperatively with the school administration. All offenses to include (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with the juvenile prosecutor. The SROs powers to arrest will be governed by the Ohio Revised Code.
  - c. The SRO, with the permission of the Chief of Police, or his/her designee, 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.
- 5.) **Role in School Policy Violations:** SROs are not school disciplinarians and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not SROs. The school shall provide in writing to the Township which violations of the Student Handbook or Student Code of Conduct it desires an SRO to enforce. In most matters involving a violations of the Student Handbook or Student Code of Conduct, 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, as a staff member, 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.
- 6.) **Data Collection:** SROs should submit a monthly activity report to the Chief of Police, or his/her designee. 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. At the sole discretion of the Chief of Police, he/she may further disseminate monthly activity reports to the Superintendent of Schools and building principals.

**Sharing of Information:** Communication and information sharing is essential to the success of the SRO program.

- a. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and Jackson Police Department's Office and Jackson Local School District 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 Jackson Police Department or from other Police agencies coming into contact with students from Jackson Local School District.
- 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 Jackson 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.
- e. If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the Chief of Police.
- 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 criminal justice file. This file may be shared with other law enforcement personnel and Criminal Justice Agencies, but will not be part of the student's school record.
- g. Hearsay information or rumors will alone, not be the basis for any formal action by the Jackson Police Department. It can 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 Jackson Township limits shall be relayed to the police department of jurisdiction.

- i. When any felony occurs or any crime that prompts a Public Information Officer response from the schools or the Township 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 someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.

**7.) Role in Locker, Vehicle, Personal, and Other Searches:** 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.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

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

- a. Strip searches of students by SROs are prohibited.
- b. 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.

**8.) Limits on Interrogations and Arrests:**

- a. Interrogations – SROs 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, provide the student is capable of comprehending and understanding same.
- b. Arrests – All arrests shall be at the discretion of the SRO and the Jackson Township Police Department.
  - i. Building principals and the Superintendent or her designee shall be consulted 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 not use physical force or restraints on students.

- 9.) **Role in Critical Incidents:** The SRO will be familiar with the emergency operations manual of the Jackson Local School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.
- 10.) **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.

## **ARTICLE VI JACKSON SCHOOL DISTRICT RESPONSIBILITIES**

The School District shall accomplish the following:

1. Give prompt notice to the Township whenever the School District observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this MOU.
2. The School District shall designate a point of contact to represent the School District on a day-to-day basis and notify the Township as to who shall serve as the point of contact. The point of contact:
  - a. Shall have the ability to authorize the Township to begin and terminate services.
  - b. Shall coordinate services with the Township.
3. Shall monitor the MOU to ensure full compliance with this agreement.
4. School District will provide for any costs associated with changes in curriculum or programming initiated by the schools, which require additional hours of services or materials to be purchased.
5. School District will provide the District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.

## **ARTICLE VII TOWNSHIP RESPONSIBILITIES**

The Township shall accomplish the following:

1. Execute the services as defined in Article IV and within the designated time frame.
2. Give prompt notice to the School District whenever the Township observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this MOU.



3. The Township will provide the School District, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
4. The Township will provide all labor, tools, vehicles and materials required to perform the services as identified in this MOU, except for those instances described in Article VI, section 4 above.

#### **ARTICLE VIII CRISIS PLANNING**

School District and The Township of Jackson Police and Fire Departments will coordinate Crisis Planning and training. Each party will be involved in updates and creation of new Crisis Plans. Consistency throughout the district should be adhered to. Lock down drills shall be included as part of the School District's preparedness plan. The Township 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

#### **ARTICLE IX COMPENSATION AND PAYMENT**

The Township shall invoice the School District bi-annually for fifty (50%) percent of the total costs associated with the Township's employment of for six (6) School Resource Officers, for the 2021-2022 school year. The total costs associated with the Township's employment of each officer shall include each officer's hourly rate, health insurance (employer's contribution), Bureau of Workers' Compensation contribution, Ohio Public Employees Retirement System contribution, Medicare tax and uniform expenses, during the period of the MOU.

#### **ARTICLE X TERM OF MOU**

This MOU shall become effective August 1, 2021 and terminate on July 31, 2022. This MOU may be extended upon mutual written agreement between the Township and the School District.

#### **ARTICLE XI TERMINATION**

The School District may, by written notice to the Township, terminate this MOU prior to July 31, 2022, if the Township fails to perform any of its material obligations hereunder, and does not cure such failures immediately upon written notification from the School District specifying in detail such failures. Provided such termination occurs prior to completion of the Scope of Services herein, the School District agrees to pay the Township for work actually performed in accordance with the terms of this Agreement through the cancellation date.

Township may, by written notice to the School District, terminate this MOU prior to July 31, 2022, if the School District fails to perform any of its material obligations hereunder, and does not cure such failures immediately upon written notification from the Township specifying in detail such failures. Such written notification shall be sent by certified mail, return receipt

requested to the School Superintendent or the Township Administrator of the breaching party.

**ARTICLE XII  
INSURANCE**

The Township shall secure and maintain at its own expense insurance for protection from claims under Worker's Compensation Acts for damages because of bodily injury including personal injury, sickness or disease or death of any and all Township employees.

The Township shall secure and maintain, at its own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

The Township shall secure and maintain, at its own expense, Automobile Insurance, including coverage for non-owned and hired autos, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

The above referenced insurance shall be maintained in full force and effect during the life of this Agreement. Certificates showing that the Township is carrying the above referenced insurance in at least the above specified amounts shall, upon request, be furnished to and approved by the Township prior to the start of work on the project and before the School District is obligated to make any payment to the Township for the work performed under the provisions of this MOU. The School District shall be immediately notified if any of the foregoing insurance is canceled, not renewed, reduced, or otherwise materially altered during the term of this MOU.

**ARTICLE XIII  
NON-WAIVER**

Nothing in this MOU including without limitation, the insurance provisions herein before provided, shall in any way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to either party under applicable law, including but not limited to, those contained in Chapter 2744 of the Revised Code of the State of Ohio.

**ARTICLE XIV  
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and applicable Federal laws and regulations.

**ARTICLE XV  
AMENDMENTS**

The terms and conditions of this Agreement may be amended at any time by mutual written agreement of the Parties. The effective date of any amendment will be mutually agreed upon by the Parties and will be based on a reasonable appraisal of the effect thereof on the Parties' functions and duties under this Agreement.

**ARTICLE XVI  
SEVERABILITY**

If any term of this Agreement or application thereof is for any reason held to be illegal or invalid,

such illegality or invalidity shall not affect or impair any other provision or right or remedy. The Parties authorize the court to modify any invalid or unenforceable provision to the extent necessary to make it enforceable under the circumstances.

**ARTICLE XVII  
ENTIRE AGREEMENT**

The term "Agreement" or "MOU" as used in this memorandum of understanding, shall include each attachment, exhibit or amendment as agreed upon by the Parties hereto. The terms and provisions of this Agreement set forth the entire understanding of the Parties, and shall supersede all previous communications, representations or agreements, either written or verbal, between the Parties, to include the Service Agreement the parties entered into on December 13, 2016.

**ARTICLE XVIII  
HEADINGS**

The headings used in this Agreement are for organizational purposes and do not have any substantive effect in the Agreement.

**ARTICLE XIX  
ASSIGNMENT**

No assignment of the Parties' interest under this Agreement shall be binding upon the other unless agreed to in writing.


**ARTICLE XX  
COUNTERPARTS**


This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

*[This space intentionally left blank; signature page follows]*

The School District and the Township have caused this Memorandum of Understanding to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

BOARD OF EDUCATION OF THE  
JACKSON LOCAL SCHOOL DISTRICT,  
STARK COUNTY, OHIO

  
\_\_\_\_\_  
Scott Gindlesberger, President

  
\_\_\_\_\_  
Linda Paris, Treasurer

Date: 7.26.21

BOARD OF TRUSTEES OF JACKSON  
TOWNSHIP, STARK COUNTY, OHIO

  
\_\_\_\_\_  
Todd J. Hawke, Chairman

  
\_\_\_\_\_  
John E. Pizzino, Vice Chairman

  
\_\_\_\_\_  
Jim Thomas, Trustee

Date: 7-13-21

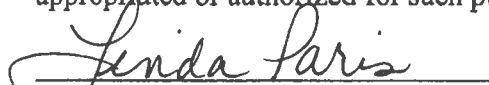
APPROVED AS TO FORM:

\_\_\_\_\_

  
\_\_\_\_\_  
Michael B. Vaccaro  
Jackson Township Law Director

### CERTIFICATION OF FUNDS

I HEREBY CERTIFY THAT FUNDS REQUIRED TO MEET Jackson Local School District's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

  
\_\_\_\_\_  
Linda Paris, Treasurer,  
Jackson Local School District

JACKSON TOWNSHIP BOARD OF TRUSTEES, STARK COUNTY, OHIO

RESOLUTION

RESOLUTION NO. 21-133

ADOPTED: 7-13-21

SUBJECT: School Resource Officer Memorandum of Understanding with the Jackson Local School District

The Board of Trustees of Jackson Township, Stark County, Ohio, met in regular session on the 13th day of July 2021 with the following members present:

Todd J. Hawke  
John E. Pizzino  
Jim Thomas

Trustee HAWKE moved for the adoption of the following resolution:

BE IT RESOLVED THAT we hereby adopt and authorize the placement of our signatures upon the attached Memorandum of Understanding for the provision of School Resource Officers to the Jackson Local School District with the Board of Education of the Jackson Local School District.

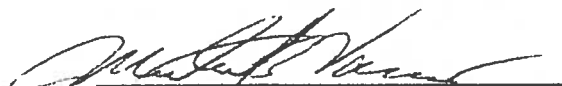
Trustee THOMAS seconded the motion and upon roll call the vote resulted as follows:

Mr. Hawke	<u>YES</u>
Mr. Pizzino	<u>YES</u>
Mr. Thomas	<u>YES</u>

The foregoing is a true and correct counterpart of Resolution Number 21-133, duly adopted on July 13, 2021 and filed with me as the Township Fiscal Officer on July 14, 2021.

  
\_\_\_\_\_  
Randy Gonzalez, Fiscal Officer

The foregoing resolution is approved as to form:

  
\_\_\_\_\_  
Michael B. Vaccaro, Law Director