

Memorandum of Understanding

This Memorandum of Understanding Agreement entered into by and between **Miami Township Police Department** (“Department”) in Clermont County, Ohio, and the **Great Oaks Career Campuses Board of Directors** (the “Board of Directors” or “District”).

This document will serve as the written Agreement between the Board of Directors and the Department regarding placement of a School Resource Officer (“School Resource Officer” or “SRO”) at the Live Oaks Campus in Clermont County, Ohio. 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 School Resource Officer, and will be the guiding document for the officers, school administrations, Department administration, and students and their caregivers look to for structure and accountability. 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 for the Live Oaks Campus, 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 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.

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. SROs will serve as positive role models to instill in the 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 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. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the Dean of Instruction 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 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.

IV. Organizational Structure

A. Composition

The SRO Program will consist of Department Personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Board of Directors and Department Rules and Regulations.

B. Officer Recruitment & Selection

School officials and the 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 law enforcement agency.

Notwithstanding the foregoing, the Board of Directors may request that an SRO be removed from providing services to the Board of Directors under the terms of this Agreement for reasonable cause. The Department shall consider the input of the Board of Directors and its staff in determining removal or reassignment of any SRO.

SROs should meet three general criteria:

1. **College or degree coursework** - SROs are in an educational atmosphere and will be instructing in high school classes. A college education would be beneficial and preferred.
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. 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. Training Requirements

Officers shall complete a minimum of 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. It is recommended that SROs receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, Positive Behavioral Intervention and Supports (PBIS), and cultural competence.

V. Operational Procedures

Chain of Command for SROs: The SRO will be ultimately accountable to the Department chain of command. However, while at the school, the SRO will be additionally accountable to the Dean of Instruction or his/her designee. The SRO is expected to cooperate with the school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of school officials. The SRO is not responsible to enforce written Board of Directors Policies, as the SRO is a member of law enforcement, not a school employee or agent.

The SRO's activity in the school is guided by the following procedures and supervision and evaluation shall be provided by the Dean of Instruction or his/her designee to effectively support SRO's efforts and monitor his/her 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 school and the Department. Specific daily assignments to accomplish this function will vary by school. The SRO and Dean of Instruction 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:

1. To 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. Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
5. Coordinate investigative procedures between police and school administrators.
6. Handle initial police reports of violent crimes committed on campus.
7. Take enforcement action on criminal matters when appropriate and after consultation with school administrators.
8. Attend school special events as needed unless another Department officer is designated to do so.
9. Prepare lesson plans as necessary for the instruction provided.

10. Collect data on SRO activities (arrests, citations, etc.)

B. Uniform, Equipment & Cruiser

Normally, the SRO is in uniform. The uniform, and any needed equipment, will be provided by the Department. Subject to the approval of the Chief of Police, the SRO may, from time to time, wear business casual attire while performing SRO duties at school or a school sponsored event.

In addition to providing the uniform and necessary equipment, the Department will also provide a marked cruiser for the SRO's use while on duty for the District.

C. Daily Schedule

An officer will be provided for regularly scheduled school days commencing on August __, 2022 through May __, 2023. In the event that calamity make-up days are scheduled with students present on campus, the SRO will be scheduled to work such make-up days through June 1, 2023. Subject to modification by the District with approval of the Department, the SRO's hours shall be 7:00 a.m. to 3:00 p.m. Monday through Friday, with the exception of special events the SRO is assigned to attend outside of those hours. The District may elect to establish a flexible schedule as reasonably necessary to meet its needs. The District will arrange any overtime hours for the SRO through the Department in accordance with established special duty procedures.

D. Absence/ Substitution

The Board of Directors and Department shall develop and agree on a protocol for assigning and using substitute SROs when regular SROs are unavailable. 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 Agreement.

F. Summer Activity

SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the District, however, they will spend the majority of this time on Department 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. 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 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 SROs powers to arrest will be governed by the Ohio Revised Code.
3. The SRO and school officials shall put into place plans, such as de-escalation techniques and conflict resolution, 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 the school's 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 or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

While the SRO works in conjunction with the school, because the school campus is the SRO's patrol area and the population there has special needs which are being addressed through this MOU, the terms and conditions stated in this MOU does not cause the SRO to become an employee of the Board of Directors. The SRO is exclusively an employee of the Department at all times when acting in the course and scope of employment as an SRO under this MOU.

I. Data Collection

SROs should submit a monthly activity report to the CEO/President of Great Oaks, Dean of Instruction, and the 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 is essential to the success of the SRO program.

1. Sharing of information will be governed by the Family Educational Rights and Privacy (FERPA), Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant Department and the Board of Directors 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 Department or from other Police agencies coming into contact with students from Great Oaks.
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 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. 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 Department personnel and Criminal Justice Agencies but will not be part of the student's school record.
6. Hearsay information or rumors will alone not be the basis for any formal action by the Department, unless corroborated through investigation. It can be used in an intelligence capacity or to validate the need for further investigation.
7. Any information that is obtained by the SRO that pertains to criminal activity occurring outside of the Department's jurisdiction shall be relayed to the police department of that jurisdiction.
8. When any felony occurs or any crime that prompts a Public Information Officer 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.
9. 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.

K. 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 a student, teacher, or school safety, the CEO/President of Great Oaks in concert with the Dean of Instruction shall have final authority in the building.

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

1. Strip searches of students by SROs are prohibited.
2. Unless there is a serious and immediate threat to a student, a teacher, or public safety, or in the event of a lawful search incident to arrest, SROs shall not initiate or participate in other physically invasive searches of a student's person.

L. Limits on Interrogations and Arrests & Mandatory Reporting of Abuse and Neglect

1. **Interrogations** - SROs may participate with administrators in interviews of a student about conduct that is a violation of school rules or that could result in criminal charges. The SRO shall engage in custodial interrogation only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians of students under 18 should be allowed sufficient time to arrive at school to be present for interrogation.

Additionally, before questioning a student about conduct that could result in criminal charges, the SRO must contact the designated building administrator and state the nature of the investigation and state the desire to question a student or students. In order to avoid disruption of the learning environment and the student's class schedule, such interviews should take place during a student's study hall period or when determined by the Dean of Instruction or counselor, if at all possible.

Exceptions to the above are as follows:

a. Investigation of Child Abuse/Neglect by the SRO and DEPARTMENT

i. Abuse/Neglect Reports to SRO Must Be in Writing

Every Board official and employee who, in connection with his/her position, knows or suspects child abuse or neglect must immediately report that knowledge or suspicion to a public children's services or law enforcement agency. A report of Child Abuse/Neglect may be reported directly to the Department as the SRO may not be the lead investigator on the incident. If an abuse or neglect report is made to the SRO, the initial report must be made in writing by the Board official or employee to the SRO. The purpose of this written initial report mandate to the SRO serves to avoid any potential for confusion on whether a mandatory abuse or neglect report is being made to the SRO, as required under Ohio law

and under governing Board of Directors Policy. So as to avoid any detrimental delay in investigation, reports contemplated by the Section shall be made verbally as soon as is possible and then reduced to writing.

ii. Interviews: When, Where and Who Present

At the request of a building administrator, the SRO or other Law Enforcement Officer may interview a student on school property during school hours in order to investigate a claim of child abuse/neglect involving such student or a member of the student's family.

If neither the student nor a member of his/her family is the subject of the child abuse/neglect investigation, a Law Enforcement Officer, with or without the assistance of the SRO, should contact the student during non-school hours and investigate the matter off school property, if at all possible, unless the alleged child abuse took place on school property and/or involves an emergency situation.

If the student (or a member of his/her family) is the subject of a child abuse/neglect investigation, or the student is being interviewed regarding alleged child abuse that took place on school property or involves an emergency, the building administrator shall attempt to contact the parent prior to questioning, and s/he will remain in the room during questioning unless compelling reasons for exclusion are provided by the law enforcement agency or public children's services agency.

If an agency investigating child abuse/neglect indicates that the parent is believed to be the perpetrator, the building administrator will not contact either parent prior to the interview. The building administrator will remain in the room during questioning unless compelling reasons for exclusion are provided by the law enforcement agency or public children's services agency.

b. Investigations of Violations of Law by the Department

The SRO and/or the Department should contact a student during non-school hours and investigate alleged violations of the law off school property if at all possible. An investigation can take place immediately on school property during school hours at the request of the building administrator if the alleged violation of law took place on school property or in emergency situations.

Before the student(s) is (are) questioned as a witness to or suspect in an alleged violation of law, a building administrator shall attempt to contact the parent prior to questioning and shall remain in the room during the questioning unless compelling reasons for exclusion are provided by the agency.

In those circumstances when a custodial interrogation may expose a student to criminal charges, the building administrator should also verify that the student(s) has been informed by the interrogating officer of his/her right to refuse to answer questions, to be informed

that anything s/he says may be used against him/her in court, and to consult with and be advised by legal counsel.

2. Arrests –

- i. The Dean of Instruction and the CEO/President or their appointed designee should be consulted before 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 a student, teacher, or public safety, SROs shall not use physical force or restraints on students.
3. **Board Policy** – Notwithstanding anything contained in section (L) herein, the parties agree that should the terms and conditions of this Agreement conflict with the terms and conditions of Board of Directors policy with respect to the interrogation of students, Board of Directors policy shall control.

M. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of the Board of Directors. 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.

N. Role in Truancy Issues

Truancy will be handled by school personnel. The SRO may assist where directed in the tracking and location of truant students. 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 Board of Directors shall provide the SRO of each campus and any SRO supervisor 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, work table, 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 Operations Manual, Crisis 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. SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws; SRO's shall become familiar with FERPA.
10. Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

VII. Crisis Planning

The Board of Directors and the Department and local fire departments will coordinate Crisis Planning and training. Each entity 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 District's preparedness plan. The 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 assigned parties shall review the MOU/SRO Program every year and make adjustments. Any revisions will be reflected in an updated MOU.

Complaints against the SRO shall follow the normal complaint process of the Department and include notice to the appropriate school administrators. This process will be made known to parents and students upon request.

IX. Problem Resolution

Unforeseen difficulties or questions will be resolved by negotiation between the CEO/President of the Board of Directors and the Department or their designees.

X. Compensation for SRO

The District will, at its own expense, to conduct a comprehensive background check for each SRO upon initial placement in the District. Thereafter, the Department will at its expense annually perform National Webcheck background checks on any officer assigned to serve as the SRO under this MOU. Upon request, the District may elect to conduct its own background check as needed.

All wages, benefits and other costs of employment for the proposed SRO, shall be the responsibility of the Department. The Board of Directors shall reimburse such costs of one officer to serve as the SRO in accordance with the Service Cost Sheet attached as Exhibit A. The Department will issue quarterly invoices to the Treasurer of the Board of Directors. Invoices shall be paid within 30 days' of receipt.

XI. Term of the MOU Program

The Term of this MOU shall be one calendar year commencing August 1, 2022 through July 31, 2023. The Parties may execute a written agreement to renew this MOU for any number of additional terms of one (1) year in length. During any renewal term, the parties shall review the current MOU and determine whether there are any necessary revisions needed. Any changes to the existing MOU must be agreed upon by the parties in writing.

XII. Early Termination of the MOU Program

If either party desires to terminate this Agreement during the term, the party must serve sixty (60) written days-notice upon the other party, via hand delivery, to the [INSERT CONTACT] and to the CEO/President for the Board of Directors.

XIII. Severability Clause

If any part of this MOU is challenged by any party and ruled unenforceable, the parties agree all remaining provisions of this MOU remain enforceable.

XV. Independent Contractor

The Department 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 Department and/or the SRO by the Board of Directors.

XVI. 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.

XVII. 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.

**GREAT OAKS CAREER CAMPUSES
BOARD OF DIRECTORS**

By: _____
Board Chair Date

By: _____
Treasurer Date

MIAMI TOWNSHIP POLICE DEPARTMENT

By: _____
[INSERT TITLE] Date

By: _____
[INSERT TITLE] Date

This document approved as to legal form.

[INSERT NAME], Law Director