

**SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING
BETWEEN THE
LAKE COUNTY SHERIFF'S OFFICE
AND THE
AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION**

This *School Resource Officer Memorandum of Understanding* ("Memorandum") is entered into between the Auburn Vocational School District Board of Education ("Board") and Lake County Sheriff's Office ("Sheriff") (collectively, "Parties") pursuant to R.C. 3313.951 in order to clarify the purpose of the School Resource Officer Program ("SRO Program") and roles and expectations between the participating entities. The Parties agree to the following conditions.

1. PURPOSE OF THE SRO PROGRAM

The purpose of the SRO Program is to promote school safety by building a positive school climate in which students, teachers, and staff feel safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by, and against, youth in the school community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. School Resource Officers ("SROs") will establish a trusting channel of communication with students, parents, teachers, and staff and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. Rather, the SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide students, parents, teachers, and staff with information on community resources that are available to students and parents. The goals and objectives of the SRO Program 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.

2. GOALS OF THE SRO PROGRAM

A. The clearly defined set of goals for the SRO Program are as follows:

- 1) To maintain a uniformed peace officer presence at the Auburn Career Center during all school days and at such other school events as may be requested by the Board in advance of such event.
- 2) To foster an SRO Program that builds positive relationships between law enforcement, students, parents, teachers, and staff.
- 3) To promote a safe and positive learning environment.
- 4) To decrease the number of youth formally referred to the juvenile justice system.

3. TERM OF MEMORANDUM

School Resource Officer Memorandum Of Understanding

The term of this Memorandum shall be from July 1, 2018, until June 30, 2019.

4. APPOINTMENT OF SROS BY THE SHERIFF

- A. **The Sheriff To Appoint A Full-Time SRO:** Throughout the term of this Memorandum, the Sheriff shall appoint one deputized, uniformed, peace officer to serve as a full-time SRO who will provide the services specified under this Memorandum.
- B. **Emergencies:** The Board understands that the Sheriff may need to temporarily re-assign the full-time SRO appointed under this Memorandum to other law enforcement responsibilities in the event of an emergency requiring the full-time SRO's presence elsewhere.
- C. **SRO Absence:** Should the full-time SRO be absent, for whatever reason, on any given school day or for another agreed-upon assignment, the Sheriff shall assign a similarly qualified member to temporarily serve as the appointed SRO during the period of absence.

5. BACKGROUND, EXPERTISE, AND TRAINING OF SRO

- A. **Background and Expertise of SRO:** Any SRO appointed by the Sherriff under this Memorandum shall be a deputized peace officer under the laws of the State of Ohio as may be amended from time to time who possesses the following background and expertise:
 - 1) A minimum of two (2) years of experience in law enforcement.
 - 2) Completion of a basic training program approved by the Ohio Peace Officer Training Commission ("Training Commission").
 - 3) Completion of at least forty (40) hours of SRO training through an entity approved by the Training Commission.
 - 4) Possession of a broad base of knowledge regarding youth, social issues, and the criminal justice system.
 - 5) A demonstrated ability to work with youth.
 - 6) Effective oral and written communication skills.
 - 7) A demonstrated ability to deal tactfully and effectively with others.
 - 8) Such other qualifications as the Board may determine to be appropriate.

School Resource Officer Memorandum Of Understanding

- B. **SRO Training:** The Parties agree that each SRO appointed to provide services through this Memorandum is a “school resource officer” as defined under R.C. 3313.951 and subject to the training requirements outlined in R.C. 3313.951(B)(1).
- C. **Waiver of 3313.951(B)(2) Exemption:** Notwithstanding R.C. 3313.951(B)(2), all SROs appointed to provide services under this Memorandum shall be subject to the SRO training requirements outlined under R.C. 3313.951(B)(1)(b) as may be amended from time to time and all other training requirements specified under the laws of the State of Ohio as may be amended from time to time with respect to SROs. The Sheriff and SROs specifically waive the exemption from compliance with the training requirements provided under R.C. 3313.951(B)(2).

6. ROLES, RESPONSIBILITIES, AND EXPECTATIONS

- A. **Roles, Responsibilities, and Expectations of SROs:** The SRO shall have the following roles, responsibilities, and expectations:
 - 1) To assist the Board, as requested, in matters of security for the Board.
 - 2) To use best efforts to ensure safe and secure facilities owned or leased by the Board.
 - 3) To respond to security situations or crises at property owned or leased by the Board using the appropriate escalation of force up to, and including, armed response by following established law enforcement protocol.
 - 4) To anticipate a wide spectrum of potential emergency situations.
 - 5) To serve as the Board’s liaison to local, state, and federal law enforcement agencies.
 - 6) To become familiar with the Student Handbook as may be amended from time to time, Student Code of Conduct as may be amended from time to time, and Board policies and administrative guidelines as may be amended from time to time.
 - 7) To report violations of the Student Handbook as may be amended from time to time, Student Code of Conduct as may be amended from time to time, and Board policies and administrative guidelines as may be amended from time to time through the proper channels to be handled by the Board’s administration.
 - 8) To assist in developing, maintaining, and implementing Board approved school safety and school crisis plans including, but not limited to, (1)

School Resource Officer Memorandum Of Understanding

emergency response components; (2) visitor registration and identification procedures; (3) student and personnel identification procedures; (4) building surveillance systems; (5) building safety systems; (6) building lighting and signage; (7) school staff orientation and training; (8) community outreach regarding school safety plans; and (9) coordination of services with local, state, and federal law enforcement and emergency agencies.

- 9) To participate in, and successfully complete, any required training that may be deemed necessary to perform the roles, responsibilities, and expectations outlined under this Memorandum.

B. Roles, Responsibilities, and Expectations of the Sheriff: The Sheriff shall have the following roles, responsibilities, and expectations under this Memorandum:

- 1) To coordinate, in consultation with the Board, the work hours of any SRO appointed to provide services under this Memorandum.
- 2) To ensure that any SRO appointed to provide services under this Memorandum complies with all laws and regulations regarding deputized, uniformed, peace officers.
- 3) To ensure that any SRO appointed to provide services under this Memorandum complies with all the policies and procedures as may be amended from time to time of the Sheriff.
- 4) To complete any applicable performance evaluation(s) with respect to any SRO appointed to provide services under this Memorandum.
- 5) To ensure that all applicable criminal records/background check laws and any hiring restrictions imposed by those laws including, but not limited to, those set forth in R.C. Chapter 3319 as may be amended from time to time, are adhered to and satisfied.
- 6) To cooperate with the Board in making any necessary adjustments in the SRO Program.

C. Roles, Responsibilities, and Expectations of the Board: The Board shall have the following roles, responsibilities, and expectations under this Memorandum:

- 1) To provide the SRO with such facilities, supplies, and equipment as are necessary for the SRO to provide the services outlined under this Memorandum.
- 2) To provide the SRO with the opportunity to address students, teachers, school administrators, and parents about the SRO Program.

School Resource Officer Memorandum Of Understanding

- 3) To provide the Sheriff and SRO with copies of the Student Code of Conduct as may be amended from time to time, Student Handbook as may be amended from time to time, and Board policies and administrative guidelines as may be amended from time to time, including, but not limited to, Board policies and administrative guidelines regarding student records and discipline.
- 4) To work cooperatively with the Sheriff to make any needed adjustments to the SRO Program.

D. Roles, Responsibilities, and Expectations of Board Administrators, Staff, and Teachers: The School Administrators, Staff, and Teachers shall have the following roles, responsibilities, and expectations under this Memorandum:

- 1) To seek input from the SRO regarding criminal justice problems relating to students and security issues.
- 2) To notify the SRO regarding the discovery of illegal contraband on property owned or leased by the Board including, but not limited to, firearms, drugs, and alcohol.
- 3) To notify the SRO regarding the names of specific individuals who are not permitted on property owned or leased by the Board.
- 4) To notify the SRO regarding any court orders and/or legal documents affecting the custody of students attending the Auburn Career Center.
- 5) To work cooperatively with the Sheriff to make any needed adjustments to the SRO Program.

7. PROTOCOL FOR HANDLING SUSPECTED CRIMINAL ACTIVITY AND SCHOOL DISCIPLINE

A. SROs Not Involved In School Discipline: SROs are not school disciplinarians and violations of the Student Code of Conduct as may be amended from time to time, Student Handbook as may be amended from time to time, and Board policies and administrative guidelines as may be amended from time to time which are not criminal matters should be handled by Board administrators, staff, and teachers. The SRO should not generally intervene in student disciplinary matters.

- 1) While the SRO should not generally intervene in student disciplinary matters, the SRO should intervene when the matter involves an imminent threat to the health, safety, and security of a student or any other person located on property owned or leased by the Board. The SRO will employ

School Resource Officer Memorandum Of Understanding

de-escalation techniques as appropriate should the student disciplinary matter require the SRO's direct intervention.

- 2) While the SRO should not directly intervene in student disciplinary matters, the SRO shall report violations of the Student Code of Conduct as may be amended from time to time, Student Handbook as may be amended from time to time, and Board policies and administrative guidelines as may be amended from time to time to an appropriate administrator of the Board.

B. Complaints About Student Behavior: Board staff and teachers should generally bring complaints about student behavior to the appropriate administrator rather than the SRO. A determination of whether the behavior is a criminal matter requiring the intervention of law enforcement will then be made by the appropriate administrator in consultation with the SRO.

- 1) **Nothing in Paragraph 7(B), or any Paragraph of this Memorandum, is intended to supersede the obligations of Board administrators, staff, and teachers under R.C. 2151.421. Board administrators, staff, and teachers with knowledge or reasonable cause to suspect the abuse or neglect of a child shall immediately report that knowledge or reasonable cause to suspect to the public children services agency or a municipal or county peace officer in the county in which the child resides or in which the abuse or neglect is occurring or has occurred – including any SRO appointed under this Memorandum.**

C. Investigation Into Student Misconduct: The SRO shall not be involved in the investigating of violations of the Student Code of Conduct, Student Handbook, and Board policies and administrative guidelines – unless the violation or misbehavior involves criminal conduct.

- 1) The SRO may participate in the questioning of a student under circumstances that amount to a custodial interrogation only after compliance with the procedural safeguards outlined in *Miranda v. Arizona*, 384 U.S. 436, 86 S.Ct. 1602 (1966).
- 2) Board administration, staff, and teachers are discouraged from questioning a student as part of a criminal investigation or from acting on behalf of an SRO or at the direction an SRO in questioning a student about conduct that could result in criminal charges.

D. Student Criminal Conduct: While the SRO is responsible for law enforcement, alternatives to arrest should be used whenever possible and the arrest of students should be a measure of last resort.

- 1) For any criminal offense that is committed on property owned or leased by the Board involving a student enrolled in the Auburn Career Center, the SRO shall work cooperatively with Board administrators, staff, and teachers and endeavor to avoid arrest and criminal involvement for misdemeanor activity.
 - 2) Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should generally be considered school discipline issues to be handled by Board administrators, staff, and teachers rather than criminal law issues warranting formal law enforcement intervention.
 - 3) Notwithstanding any provision in this Memorandum to the contrary, the discretion of the SRO shall remain the same as that of any police officer and/or deputy. The power of the SRO shall be governed, at all times, by the laws of the State of Ohio as may be amended from time to time.
 - 4) The SRO shall not use a physical restraint device, such as handcuffs, on a student unless the student is being placed under arrest for referral to the criminal justice system.
- E. **Student Searches:** 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 shall not ask Board administrators, staff, and teachers to conduct a search for law enforcement purposes. Nothing in Paragraph 7(E) is intended to limit the power or authority of Board administrators, staff, or teachers to conduct searches of a student's person, possessions, locker, or vehicle.

8. **COMPENSATION**

- A. **Compensation:** As compensation for the services to be performed by the SROs appointed to provide services under this Memorandum, the Board shall compensate the Sheriff \$79,910.00, which shall be billed by the Sheriff on a biannual basis – i.e., the Sheriff shall issue two invoices to the Board in the amount of \$39,955.00.
- B. **Tax Obligations:** The Board is not responsible for paying any federal, state, or local taxes with respect to amounts paid under this Memorandum. The Board shall not withhold, through payroll deductions or otherwise, any taxes or other payments with respect to any SRO appointed under this Memorandum. The Sheriff acknowledges that it is solely responsible for payment of all federal, state, or local taxes with respect to amounts paid in connection with the SROs.
- C. **Workers' Compensation:** The Board is not responsible for workers' compensation insurance for any SRO appointed under this Memorandum. The

Sheriff acknowledges that it is solely responsible for the payment of all workers' compensation insurance for the SROs.

- D. **Unemployment Insurance:** The Board is not responsible for the payment of any unemployment insurance or unemployment benefits of any kind in connection with and/or as a result of any SRO appointed under this Memorandum. The Sheriff acknowledges that it is solely responsible for the payment of all unemployment insurance or unemployment benefits of any kind in connection with and/or as a result of the SROs providing services under this Memorandum.
- E. **Retirement System:** The Board is not responsible for the payment of any contributions to any retirement system or pension of any kind in connection with the SROs appointed under this Memorandum. The Sheriff acknowledges that it is solely responsible for the payment of any contributions to any retirement system or pension of any kind in connection with the SROs providing services under this Memorandum. The Sheriff further acknowledges that the SROs are not entitled to participate in any school retirement system and that no deductions are to be withheld by the Board under this Memorandum with respect to any SRO appointed under this Memorandum.

9. **REQUIREMENT FOR COORDINATED CRISIS PLANNING/UPDATING OF SCHOOL CRISIS PLANS**

Representatives of the Board and Sheriff shall meet with the SRO on at least two occasions each school year – i.e., July 1 through June 30 – in order to discuss, evaluate, and propose revisions to any and all aspects of the Board's current school safety and school crisis plans.

10. **REQUEST FOR REMOVAL**

The Board shall have the right to request the removal of any SRO appointed under this Memorandum for any reason. Upon receipt of the removal request, the Sheriff shall promptly remove the SRO and appoint a replacement SRO.

11. **POSITIVE RELATIONSHIPS**

The Parties shall work cooperatively to foster a successful SRO Program.

12. **RELATIONSHIP BETWEEN THE PARTIES**

- A. **Separate Entities:** At all times, the relationship of the Parties shall be as separate entities.
- B. **Not a Joint Venture:** Nothing contained in this Memorandum shall be deemed to be interpreted as a partnership or joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

School Resource Officer Memorandum Of Understanding

- C. **Employees:** Employees of the Parties shall remain employees of their respective employers and such employers shall have supervisory and all other responsibility for its respective employees.
- D. **Liability:** Each Party is only liable for the conduct of its own employees, as well as for conduct done at the direction of its own employees.

13. **CONFIDENTIALITY**

- A. **Confidential Information:** The Parties acknowledge that, in the course of performing their obligations under this Memorandum, they may obtain certain confidential and proprietary information about the other Party, including student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act and laws of the State of Ohio ("Confidential Information"). See 20 U.S.C. § 1232g; 34 C.F.R. § 99.30; R.C. 3319.321. The Parties agree that they will only use the Confidential Information in the performance of their obligations under this Memorandum and that they will not, at any time during or following the term of this Memorandum, divulge, disclose, re-disclose, or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing Party.
- B. **Information Which Is Not Confidential:** Confidential Information does not include information which is (1) in the public domain other than by a breach of this Paragraph, (2) rightfully received from a third party without any obligation of confidentiality, (3) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party, (4) independently developed by the recipient, or (5) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

14. **LEGAL COMPLIANCE**

The Sheriff agrees to abide by any and all pertinent federal, state, and local laws and regulations as many be amended from time to time and Board policies and administrative guidelines as may be amended from time to time regarding SROs.

15. **NOT A JOINT VENTURE**

The Parties, under the authority of R.C. 9.482, do not intend to create a partnership, joint venture, or joint partnership of any kind. The Sheriff expressly acknowledges that the SROs appointed under this Memorandum remain employees of the Sheriff and the Board shall have no disciplinary or employment authority over the SROs.

16. NOTICES

- A. Notices:** All notices, requests, demands, and other communications required or permitted to be given under this Memorandum shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

Sheriff: Lake County Sheriff's Office
c/o Sheriff
104 East Erie Street
Painesville, Ohio 44077

Board: Auburn Vocational School District
c/o Treasurer
8221 Auburn Road
Concord, Ohio 44077

- B. Delivery:** All notices, requests, demands, and other communications shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the Party at the address set forth above, or to such changed address as a party may have fixed by notice to the other Party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

17. BENEFIT AND ASSIGNMENT

The duties and responsibilities under this Memorandum may not be assigned or subcontracted by any Party without the prior written consent of the other Party to this Memorandum.

18. INSURANCE/RESPONSIBILITY

- A. Limitation of Liability:** Neither party in entering this Memorandum underwrites or assumes, in any manner, the risks of the other Party. Each Party shall only be responsible for its negligent or intentional acts or omissions and the negligent or intentional acts or omissions of their respective employees, officers, or agents to the extent either Party may be held liable under applicable law.
- B. Insurance:** Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Memorandum.
- C. Immunity:** Nothing contained in this Memorandum is intended to nullify, override, or otherwise limit either Party's immunities under Chapter 2744 of the Ohio Revised Code or any other limitations on liability provided under applicable law.

19. TERMINATION

- A. This Memorandum shall remain in effect from July 1, 2018, until June 30, 2019, upon which time this Memorandum shall automatically expire.
- B. This Memorandum shall terminate prior to June 30, 2019, should any of the following events occur:
 - 1) **Written Notice of Termination:** Either Party may terminate this Memorandum, for any reason, by delivering written notice of termination. If either Party delivers written notice of termination then the Memorandum shall terminate within 30 days of the date on which the written notice of termination is delivered. If the Board delivers written notice of termination, the Board shall pay the Sheriff a pro rata portion of the compensation outlined under Paragraph 8 of this Memorandum based upon the date of termination.
 - 2) **Mutual Agreement of the Parties:** The Parties may terminate this Memorandum by mutual agreement. If the Parties mutually agree to terminate this Memorandum then the Memorandum shall terminate on the date agreed to by the Parties and pursuant to such terms as are mutually agreed to by the Parties.
 - 3) **Material Breach:** This Memorandum shall terminate upon a material breach of the Memorandum.

20. AMENDMENT

No modification, waiver, mutual termination, or amendment of this Memorandum is effective unless made in writing, signed by representatives for each Party, and, in the case of the Board, approved pursuant to formal Board action.

21. GOVERNING LAW

This Memorandum shall be governed by and construed under the laws of the State of Ohio.

22. ENTIRE AGREEMENT

This Memorandum constitutes the complete and exclusive Memorandum between the Parties. No other promises or agreements of any kind have been made to cause the Parties to execute this Memorandum.

23. EXECUTION IN COUNTERPARTS

This Memorandum may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one Memorandum. True and correct copies, including facsimile, electronic, or PDF copies of signed counterparts, may be used in place of originals for any purpose and shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum as of the latest date written below.

LAKE COUNTY SHERIFF'S OFFICE

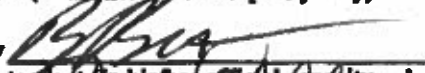
By 
Sheriff (In his/her official capacity only)

03-08-19
Date

AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION

By 
President (In his/her official capacity only)

3-8-19
Date

And by 
Superintendent (In his/her official capacity only)

3-11-19
Date

And by 
Treasurer (In his/her official capacity only)

3/11/19
Date

* This Memorandum has no legal effect absent Board action

R.C. 5705.41 Certificate

I certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

LAKE COUNTY SHERIFF'S OFFICE

David C. Dalgo
Sheriff
04-09-19
Date

R.C. 5705.41 and R.C. 5705.412 Certificate

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:

<u><i>Sherry Walker</i></u> Treasurer <u>3/11/19</u> Date	<u><i>[Signature]</i></u> Superintendent <u>3-11-19</u> Date	<u><i>[Signature]</i></u> 3-8-19 Board President _____ Date
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School Resource Officer Memorandum Of Understanding