

# Memorandum of Understanding (MOU)

This Memorandum of Understanding (“MOU”) is being executed on \_\_\_\_\_ by the below listed entities:

Clearview Local School District Board of Education and  
Lorain County Sheriff’s Office

This MOU will serve as the written agreement between the Clearview Local School District (“District” or “school”) Board of Education (“Board”) and the Lorain County Sheriff’s Office (“Sheriff’s Office”). This MOU establishes the needed commitment and support from both entities. This MOU also provides a series of guidelines and policies relevant to the performance of the School Resource Officer (“SRO”), and will be the guiding document for officers, District administration, Sheriff’s Office administration, and students and their caregivers to look to for structure and accountability. This MOU 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 entities listed above and all community stakeholders. The term of this MOU shall commence on August 1, 2024 and shall terminate on July 31, 2025.

## 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 entities to foster an efficient and cohesive program that will build a positive relationship between sheriff deputies, 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 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. The District’s administrators shall have final decision-making authority regarding all matters of school discipline. 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, deputy sheriffs, 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 District's school buildings.
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 school principal and/or designee, rather than the SRO. While law enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SRO's discretion to act remains the same as that of any other Police Officer/Sheriff's Deputy.

**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 SROs, 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. SROs may also complete security surveys, analyzing the physical safety of school property and facilities.

**Education** – SROs should participate in the school community 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 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 one (1) full time Sheriff's Office Deputy that is a certified Peace Officer for the State of Ohio and meets all requirements as set forth under Ohio law, and as established by the District's and the Sheriff's Office Rules and Regulations.

##### **B. Officer Recruitment & Selection**

School officials and the Sheriff's Office shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and assignment of the SRO is completed by the Sheriff's Office. The Sheriff's Office shall consult with the District about the officer to be assigned to such duty, and shall give the greatest weight to the District's request in making such assignment.

SROs should meet three general criteria:

- 1) College or degree coursework – SROs are in an educational atmosphere and will be instructing in elementary/middle/high school classes. To increase credibility in this area, a college education is preferred.
- 2) Experience as a law enforcement officer and commitment to student well-being – SROs must have a minimum of two (2) 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 and juvenile justice, and an understanding of 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.

##### **C. Training Requirements and Professional Development**

An SRO must have completed a basic training program approved by the Ohio peace officer training commission, as described in R.C. 109.77(B)(1). Within one (1) year of the date of appointment, an SRO shall complete a minimum of forty (40) hours of SRO training, as required under R.C. 3313.951(B)(1)(b), that includes instruction regarding skills, tactics, and strategies necessary to address the specific nature of all of the following:

- 1) School campuses;
- 2) School building security needs and characteristics;
- 3) The nuances of law enforcement functions conducted inside a school environment, including:
  - a) Understanding the psychological and physiological characteristics consistent with the ages of the students in the assigned building or buildings;
  - b) Understanding the appropriate role of school resource officers regarding discipline and reducing the number of referrals to juvenile court; and
  - c) Understanding the use of developmentally appropriate interview, interrogation, de-escalation, and behavior management strategies.
- 4) The mechanics of being a positive role model for youth, including appropriate communication techniques which enhance interactions between the school resource officer and students;
- 5) Providing assistance on topics such as classroom management tools to provide law-related education to students and methods for managing the behaviors sometimes associated with educating children with special needs;
- 6) The mechanics of the laws regarding compulsory attendance, as set forth in Chapter 3321. of the Revised Code; and
- 7) Identifying the trends in drug use, eliminating the instance of drug use, and encouraging a drug-free environment in schools.

In addition, it is recommended that SROs receive additional professional development, including training requirements that focus on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods, and training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, and cultural competence.

## **V. OPERATIONAL PROCEDURES**

**Chain of Command for SROs** – During the time period in which the assigned police officer is acting as the SRO for the District, said police officer shall be acting within the course and scope of his/her employment with the Sheriff's Office. The SRO will be accountable to the Sheriff's Office chain of command. However, while at the school, the SRO will be additionally accountable to the Superintendent and building principals or their designees. The SRO shall cooperate with

the school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of school officials provided these do not conflict with SRO's law enforcement duties.

The SRO will be covered by Workers' Compensation Insurance maintained by the Sheriff's Office, and the Sheriff's Office will maintain public liability insurance coverage on the police officer assigned to the District during the term of this MOU.

The SRO's activity in the school is guided by the following procedures used by the District to effectively support SROs' efforts and monitor their progress:

**A. Duties**

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the Sheriff's Office. Specific daily assignments to accomplish this function will vary by school. 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, and public relations, as requested by the District.
- 5) Coordinate investigative procedures between police and school administrators.
- 6) Handle initial reports of 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.
- 9) Collect data on SRO activities (arrests, citations, etc.)

- 10) Respect the sensitive nature of student privacy, and abide by all applicable District confidentiality and privacy policies and all applicable state and federal laws, including but not limited to the Family and Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99, and R.C. 3319.321.

**B. Uniform and Equipment**

The SRO shall wear the Sheriff's Office uniform at all times while on duty. The Sheriff's Office shall supply the SRO with all equipment necessary to perform the law enforcement duties of the position, including a vehicle.

**C. Daily Schedule**

The Sheriff and the District Superintendent shall establish a work schedule for the SRO that is consistent with the MOU. Once reduced to writing and signed by the parties hereto, the schedule shall become a part of this MOU, and is incorporated herein by reference.

**D. Absence/ Substitution**

The District and the Sheriff's Office shall develop and agree on a protocol for assigning and using a substitute SRO when the regular SRO is unavailable. The agreed upon protocol shall be reduced to writing, signed by the parties hereto, and shall become a part of this MOU, and is incorporated herein by reference.

**E. Special Events**

The SRO may be assigned to duty for special events falling outside of the regular school day, as requested by the District Superintendent and as approved by the Sheriff, 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 Sheriff's Office 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 serious violent or other serious criminal activity that the school staff believe creates a safety risk that occurs on the school campus. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.
- 2) For any criminal offense occurring on school property, the SRO, will coordinate with the school administration, and will endeavor to avoid arrest and criminal involvement for misdemeanor activity. The SRO's 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, conflict resolution, and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

#### **H. Role in School Policy Violations**

SROs are not school disciplinarians, and violations of the Student Code of Conduct or school rules that are not criminal matters should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school, and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator, and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

#### **I. Data Collection**

SROs shall submit a monthly activity report to the Superintendent of Schools, building principals, and the Sheriff. The report shall 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.

#### **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 Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant Sheriff's Office and District policies.
- 2) The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO may involve, but is not limited to, the dissemination of arrest reports and calls for service filed with the Sheriff's Office or from other police agencies coming into contact with students from the District.

- 3) Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
- 4) If the SRO is aware of information on a student that is officially obtained by the Sheriff's Office, which reflects that the student is in violation of school policies (including but not limited to the Student Handbook or Athletic Code), the SRO may forward that information to school administration.
- 5) If a juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the Sheriff or his designee.
- 6) 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 Division personnel and Criminal Justice Agencies, but will not be part of the student's school record.
- 7) Any information that is obtained by the SRO that pertains to criminal activity occurring outside the Sheriff's Office jurisdiction shall be relayed to the police department of jurisdiction.
- 8) When any felony occurs, or any crime that prompts a Public Information Officer response from the school, 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.
- 10) For purposes of the Family and Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, the SRO shall be considered a "school official," as he/she will be performing a service or function which would otherwise be performed by a Board employee. However, the SRO will be considered to have only a "legitimate educational interest" in a District student's educational records, thereby justifying his/her being granted access to such records, in an emergency situation, where access to the records is necessary for the SRO to perform his/her duty under this MOU of protecting persons or property from imminent harm.



## **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 student, teacher, or school safety, the District Superintendent, 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.

- 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, SROs shall not initiate or participate in other physically invasive searches of a student.

## **L. Limits on Interrogations and Arrests**

- 1) **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 and informing the student's parent(s) or guardian(s). Parents/guardians shall be allowed sufficient time to arrive at school to be present for questioning.
- 2) **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting, that do not involve serious physical injury or a weapon, shall be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.
  - a) Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student, when practical.
  - b) 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.
  - c) Unless there is a serious and immediate threat to student, staff member, or public safety, SROs shall not use physical force or restraints on students.

**M. Role in Critical Incidents**

The SRO will be familiar with the emergency operations manual of the District. During critical incidents occurring when the SRO is present, the SRO 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 will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and law enforcement personnel should police involvement become necessary due to safety concerns.

**VI. DISTRICT RESPONSIBILITIES**

The District shall provide the SRO the following materials, facilities, and opportunities, 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, and a secure computer and access to a printer, which may be used for purposes of fulfilling the SRO's duties under this MOU.
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. The Board shall pay the costs of necessary professional development programs for the SRO.
10. The agreed upon salary rates for the 2024-2025 school year are attached.

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 Sheriff's Office.

**VII. CRISIS PLANNING**

The District and the Sheriff's Office 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 Sheriff's Office 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 annually and make adjustments as needed. Any revisions will be reflected in an updated MOU signed and dated by the parties hereto.

Complaints against the SRO may be made to either the District or the Sheriff's Office, and each entity shall immediately inform the other when a complaint is received and shall fully cooperate in any investigation resulting therefrom.

**IX. PROBLEM RESOLUTION**

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

**X. PAYMENT**

The total compensation paid to the Sheriff's Office by the Board for services rendered by the SRO will not exceed the total of \$75,281.18 for the 2024-2025 school year, based on the total hours worked at the school by the SRO, which is not to exceed 178 school days, at a rate of \$46.68 per hour from August 1, 2024 to December 14, 2024 and \$48.06 per hour from December 15, 2024 to July 31, 2025.

The Sheriff's Office will send a quarterly invoice for services rendered to the District's Treasurer. The District shall pay the amounts invoiced on a quarterly basis, after having received that invoice, to the Sheriff.

**XI. MISCELLANEOUS**

**A. 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 seven (7) days

of receipt of the breach notice, said notice shall be void. If the breach is not remedied within seven (7) 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.

**B. 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.

**C. Amendment**

This MOU 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.

**D. 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.

**E. 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.

**F. Governing Law**

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

**G. 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.

**H. Section Headings**

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

**SIGNATURE OF PARTIES & SIGNATURE DATE**

\_\_\_\_\_  
Name, Agency, Title

Phil R. Stammitti  
Lorain County Sheriff's Office  
Lorain County Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Agency, Title

\_\_\_\_\_  
Date

2024 CLEARVIEW SRO DEPUTY SALARY COSTS

PAY RATE 1	YEARLY BASE PAY	UNIF PAY	PHYS FITNESS	TOTAL GROSS PAY	EMPLOYER SHARE PERS	EMPLOYER MEDICARE	EMPLOYER HEALTH INS	EMPLOYER LIFE	EMPLOYER WKCOMP	EMPLOYER SALARY COSTS	HOURLY RATE	OVERTIME RATE
					18.10%	1.45%	\$2,330.00/mth	9.25/MTH	3.0000%			
37.26	77,500.80	1,200.00	850.00	79,550.80	14,027.64	1,123.76	WAIVED	74.25	2,325.02	97,101.47	\$ 46.68	\$ 69.97
DEPUTY NISENBOUM												

2025 CLEARVIEW SRO DEPUTY SALARY COSTS

PAY RATE 1	YEARLY BASE PAY	UNIF PAY	PHYS FITNESS	TOTAL GROSS PAY	EMPLOYER SHARE PERS	EMPLOYER MEDICARE	EMPLOYER HEALTH INS	EMPLOYER LIFE	EMPLOYER WKCMP	EMPLOYER SALARY COSTS	HOURLY RATE	OVERTIME RATE
					18.10%	1.45%	\$2,330.00/mth	9.25/MTH	3.0000%			
DEPUTY NISENBOUM							WAIVED					