

# Memorandum of Understanding Between the City of Sunbury and the Big Walnut Local School District

The City of Sunbury ("City") and Big Walnut Local School District ("District") agree on the following policies and procedures regarding any Sunbury Police Officer being assigned as a School Resource Officer to the District. Any City-assigned School Resource Officer shall hereinafter be referred to as "SRO" and does not refer to an SRO assigned by another organization (i.e. Delaware County Sheriff's Department).

**Section 1: Parties to the Agreement** - This MOU is made and entered into this 29 day of December 2021 by and between the City and the District, hereinafter referred to as the "Party" or "Parties."

**Section 2: Purpose** - The District desires to enter into an agreement with the City that allows the Chief of Police, in collaboration with the District, to assign an officer as an SRO for the District.

This document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth with full recognition that the agreement and document is a living document to allow for program evolution and provide for some City and District variances, needs, and future changes. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors. The City recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, any SRO shall work in partnership with school officials toward this end.

**Section 3: Term** - This MOU shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect through June 30, 2023, whereupon the Parties mutually agree to review this MOU for consideration of renewal. This MOU may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this MOU at any time and for any reason by giving at least thirty (30) calendar days advance notice, in writing, to the other.

**Section 4: Officer Assignment, Background Requirements, and Supervision** - An SRO shall be the employee and officer of the Sunbury Police Department and shall be subject to the administration, supervision and control of the Sunbury Police Department.

Any SRO shall be subject to all personnel policies and practices of the Sunbury Police Department except as such policies or practices may be modified by the terms and conditions of this MOU.

Any SRO shall complete the basic training program approved by the Ohio [peace officer training commission as described in division (B) (1) of section 109.77 of the Revised Code. Additionally, each SRO shall complete at least 40 hours of school resource officer training within one (1) year after appointment through one of the following entities

- 1) The national association of school resource officers;
- 2) The Ohio school resource officer association;
- 3) The Ohio peace officer training academy.

The Sunbury Police Department, with input from District administration, shall have the power and authority to hire, discharge, and discipline SROs.

A joint committee composed of representatives of the Sunbury Police Department and the District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If the District is dissatisfied with an SRO, then the District may request that the Chief of Police assign a different officer as an SRO.

**Section 5: School Resource Officer Uniform** - The SRO will be in the uniform of the day at all times. The standard uniform of the day does not prevent the officer from performing any of the duties involved in the program.

**Section 6: District Liaison** - The District shall assign someone to act as the liaison for this program. This person will help coordinate the officer's presence in the various classrooms to ensure maximum utilization of the officer in an educational role.

**Section 7: Goals and Duties of the School Resource Officer** - The primary function of the SRO will be to provide a safe and secure school environment, serve as an educational resource and serve as a liaison between the District and the Sunbury Police Department. The SRO and school administrator will meet to discuss plans and strategies to address specific issues or needs that may arise.

**Role as an Educator** - The SRO will serve as an educational resource to school faculty, staff and students. The SRO may be called upon for presentations on specific topics that may lend valuable insight regarding a particular subject. The SRO may not be a certified teacher; therefore, the normal classroom teacher will be present during any instructional period. The SRO will maintain complete lesson plans on their topics of instruction and will furnish a list of topics to school personnel.

**Role in Crime Suppression** - One of the SRO roles will be enforcement, including traditional criminal investigation and report taking. As a police officer, the SRO has the authority to make arrests and use alternatives to arrest at their discretion. The SRO should be informed of all criminal activities that occur on the school campus regardless of the seriousness of the offense. The SRO will also inform school administration of all criminal activities occurring on campus to make sure all interested parties remain informed.

**Traffic** - The SRO will be utilized in directing traffic, specifically in accordance with the agreement between the City and the District.

**Enforcing/Reporting School Policy Violations** - The SRO will not enforce school disciplinary practices or policies and will take action only when there is a violation of law. School discipline is the responsibility of the appropriate school administrator. The SRO will report school policy violations through the proper channels to be handled by school administration.

**Role in Locker, Vehicle and Personal Searches** - When requested, the SRO may standby to keep the peace while school administration searches persons, property or vehicles in situations where the SRO determines it is appropriate. The District acknowledges that the SRO is a law enforcement officer and may only conduct searches in accordance with the relevant state and federal law governing searches and seizures. Likewise, the District acknowledges that the SRO may perform searches independent of the school administration under the relevant state and federal law governing searches and seizures.



**Role in Critical Incidents** - The SRO will be familiar with the emergency operations manual of the District. During any critical incident occurring on school property the SRO will act as a liaison between the District, City, Sunbury Police Department, and other emergency resources. Any SRO will be on the District's safety committee and shall assist with updates to the emergency operations manual. .

**Role in Truancy Issues** - Truancy issues will be handled by school personnel. Normally, the SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and patrol personnel should law enforcement involvement become necessary due to safety concerns.

**Section 8: Records** - The Parties agree that each shall maintain their respective public records concerning the services provided under this MOU, pursuant to the laws of the State of Ohio pertaining to public records.

If any confidential information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence. If confidential student record information is needed by an SRO, but no emergency exists, the information may be released only as allowed by law and District Policies.

**Section 9: Sharing of Information** - Communication and information sharing is essential to the success of the SRO program. The following procedures should be followed to facilitate a free flow of information to and from the SRO:

The Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law as relevant to the Sunbury Police Department policy and the District's policies will govern sharing of information.

Juvenile fingerprints and photos, as part of any arrest record, will not be shared by the SRO.

If a juvenile is an uncharged suspect in a crime, their information will not be released, unless authorized by the Chief of Police.

The SRO will be expected to collaborate with any other agency's SROs as appropriate in any given situation.

**Section 10: SRO Daily Schedule** - The SRO will normally work from 0700 until 1100 hours, Monday through Friday. The SRO will be required to direct traffic at the intersection of North Miller Drive and Fayburrow Drive or other areas, as agreed by the City and the District. An SRO is permitted to leave the school campus only for official business or for travel between buildings and must leave information with school officials regarding their whereabouts and estimated time of absence. When school is not in session, such as holidays, snow days and summer break, the SRO shall complete any District-related training or report to the Sunbury Police Department for further assignment. The SRO shall participate in District professional development days as needed.

**Section 11: Leaves and Absences** - An SRO will not be approved for extended leave in excess of vacation leave, sick leave, holidays, court leave and funeral leave during the school year. Time off must be approved by the City. Sick leave will be handled as directed by the City. In addition an SRO will notify the school administration of their sick leave. The City may assign a substitute to replace the SRO for

short-term absences. Any long-term substitute will be discussed with the District.

**Section 12: Transportation-** An SRO will be assigned a Sunbury Police Department vehicle to use when going to their assigned/scheduled school. The vehicle will be parked in an area to insure high visibility. The vehicle will be used for any required official business during the duty day.

**Section 13: Compensation**

Part-Time Figures				
	Rate	Hours		Total
Base	\$33.00	1040		\$34,320.00
Insurance	OP&F Retirement	Workers Comp.	Medicare	Total
\$17,151.16	\$6,692.50	\$706.00	\$510.50	\$25,060.16
				\$59,380.16
			Sunbury	\$29,690.08
			School	\$29,690.08

The above figures are for the estimated salaries and benefits for the agreed upon SRO. They are based on current contracts, health insurance, and Workers' Comp costs. Overtime will not be billed unless the officer worked overtime for a school-related function at the request of the school.

These figures will be adjusted to salary rates awarded in the Sunbury Police Department Labor Union Contract for the SRO. Health insurance and Workers' Comp rates will be adjusted, if necessary. The school agrees to pay the City fifty percent (50%) of the actual salary, overtime and benefits of each SRO covered under this agreement. Payments shall be made bi-weekly upon billing by the City Fiscal Officer.

**Section 14: Legal Contingencies** - In the event a change in law, whether by statute, judicial determination, or administrative action, affects this MOU or the ability of the Parties to enter into, or continue to operate pursuant to, this MOU, the Parties mutually agree to immediately institute a review of this MOU. The Parties agree to negotiate in good faith to address any necessary modifications to this MOU, to the extent permitted by applicable law.

**Section 15: Personnel** - The Parties each agree to maintain control over their respective personnel, and this MOU shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility thereof. In no event shall City's employees be considered employees of the District, nor shall the District's employees be considered employees of the City, within the meaning or application of any federal, state or local laws or regulations.



**Section 16: Equipment and Facilities** - Each Party shall be responsible for providing any additional equipment and facilities required as a result of this agreement. In no way shall this MOU be construed to require the sale or donation of equipment under the ownership and control of either Party of this MOU.

**Section 17: Insurance and Liability** - The Parties lack the authority to indemnify. Each Party shall be responsible for its own actions, errors, and omissions and those of its respective officials, employees, contractors, agents, and volunteers, arising under this MOU. Each Party shall bear its own costs and expenses in the event of a claim arising under this MOU.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

#### **Section 18: Miscellaneous Terms & Conditions**

**Entire Agreement:** This MOU shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This MOU shall not be assigned.

**Governing Law and Disputes:** This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this MOU. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this MOU may only be filed in and heard before the Courts of Delaware County, Ohio.

**Headings:** The subject headings of the Sections and Subsections in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This MOU shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**Waivers:** No waiver of breach of any provision of this MOU shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this MOU or any other provision hereof. No term or provision of this MOU shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

**Severability:** If any item, condition, portion, or section of this MOU or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this MOU and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU.

On behalf of The City of Sunbury:

On behalf of the Big Walnut Local School District:

Signature

Signature

Robert Howard, Chief of Police

Name and Position (print)

Date

Date