

Memorandum of Understanding  
Between  
City of Norton, Summit County, Ohio  
and  
Norton City School District **Board of Education**

This **Memorandum of Understanding (“memorandum”)** is made and entered into this 24<sup>th</sup> day of August 2022, by and between the City of Norton, Summit County, Ohio (the “City”) and the Norton City School District **Board of Education** (the “School District”).

WHEREAS, the purpose of this document is to establish a School Resource Officer (SRO) Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and the SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate; and

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials and **serious** criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements; and

WHEREAS, the Council of the City passed its Ordinance No. 68-2022 on August 22, 2022 authorizing the execution and delivery of this memorandum on behalf of the City, and the Board of Education of the School District passed its Resolution No. \_\_\_\_-2022 on \_\_\_\_\_, 2022 authorizing the execution and delivery of this memorandum on behalf of the School District.

WHEREAS, the City and the School District hereby agree as follows:

**I. There shall be a police officer, employed by the City, assigned to the School District’s schools, who shall act as the SRO. During the time period in which the 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 as a police officer for the City.**

**II. Role of the SRO**

- A. The mission of the **SRO** Program is to maintain school safety and the education climate at the school, not to enforce discipline.
- B. Building Principals shall be consulted as to whether an SRO will be deployed to a **particular** school **building** and shall participate in an **annual** performance review of the SRO.
- C. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.

- D. The SRO shall submit a monthly activity report to the building principals and Chief of Police. The report shall include descriptions of all 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.
- E. Absent a real and immediate threat to student, teacher, or school safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, building principals shall have final authority in the building.
- F. SROs are responsible for criminal law issues, not school discipline issues.
- G. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses, including disorderly conduct, profanity, and fighting that does 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.
- H. Building principals shall be consulted prior to an arrest of a student on school property or **at a school-sponsored activity meeting** when practicable.
- I. The student's parents or guardian shall be notified by the SRO in conjunction with the building principal of his or her arrest as soon as practicable.
- J. The SRO will make every effort to provide assistance with the arrival and dismissal at all school buildings.

### III. Student Rights

- A. Absent a real and immediate threat to student, teacher, or public safety, an SRO may conduct or participate in a search of the student's person, possessions, or locker 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.
  - 1. The SRO shall inform the school administrators prior to conducting a probable cause search when practicable.
  - 2. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - 3. The SRO shall not participate or interfere with a reasonable suspicion search or a routine locker search conducted by school administrators.

- B. Absent a real and immediate threat to student, teacher, or public safety, an SRO may question or participate in the questioning of a student about conduct that could result in criminal charges only after **notifying the building principal and informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s)/guardian(s)**. Miranda is necessary only in custodial interrogations. **The District administration will attempt to notify the parent(s)/guardian(s) of the student to be interviewed by the SRO before questioning begins, unless extenuating circumstances dictate that this not be done, as determined by the District administration.**
- C. Strip searches of students by SROs are prohibited.
- D. Absent a real and immediate threat to student, teacher, or public safety, other physically invasive searches by an SRO shall not be conducted on a student.
- E. Absent a real and immediate threat to student, teacher, or public safety, an SRO shall not use physical force or restraints on a student

#### IVH. Transparency and Accountability

- A. The Norton Police Department will maintain annual data documenting the following:
  - A.1. Number of criminal arrests on schools grounds, broken down by school, offense, arrestee's age, race, sex, and disposition.
  - B.2. Number of reportable criminal offenses broken down by the FBI UCR classifications.
  - C.3. Policies governing the SRO Program.
  - D.4. Budget information for the SRO Program.
  - E.5. Training materials for the SRO's.
  - F.6. Number and types of complaints filed on the SRO. Complaints upon Department Members will be the protocol followed in investigating complaints on the SRO.

#### IV. SRO Training

- A. The SRO is required to complete the Ohio School Resource Officer Association basic training class or its' equivalent. **Any SRO must complete a minimum of forty (40) hours of specialized SRO training within one (1) year after appointment.**

- B. The SRO is required to attend all mandated Norton **Police Department** trainings, i.e., firearms requalification, first-aid/CPR, legal updates.
- C. The SRO is required to attend all training mandated by Norton Police Department.
- D. The SRO is required to attend all trainings mandated by **the Schools District** for school staff regarding school safety and discipline.

VI. Duty Hours

- A. The SRO work week **and the annual number of workdays** will coincide with the Norton City School's adopted calendar. Specific SRO duty hours shall be set by mutual agreement between the **Superintendent of the** School District and the Norton Police Department Chief of Police.
- B. The SRO will not be scheduled for more than a forty (**40**) hour workweek. Any overtime due to Norton Police Department needs shall be the responsibility of the City.
- C. During periods of time when the Norton Schools are closed for vacation or holidays, the SRO will report to the Norton Police Department as determined by the Chief of Police.
- D. The SRO's work hours may be adjusted for special events scheduled at the schools in the evening or on weekends.
- E. The SRO is allowed a thirty (**30**) minute lunch break every eight (**8**) hour tour of duty.
- F. Hours spent by SROs attending Juvenile Court arising out of criminal cases from their employment as a Norton SRO shall be counted toward their forty (**40**) hour workweek.
- G. The SRO shall notify the Norton Polices Department OIC and **School District Superintendent** when reporting off due to illness, family emergency, or jury duty. In cases of extended absence (greater than five (**5**) days), the Norton **Police Department** Chief of Police may assign a replacement to the SRO position.
- H. The Norton Police Department Chief of Police may order the SRO to leave their school assignment in the event of an emergency. In the event the SRO would need to leave for an emergency, (s)he will notify the building administration immediately.

VII. Chain of Command

A. As employees of **the** City, SROs shall follow the chain of command as set forth in the Norton Police Department General Orders. SROs shall coordinate and communicate with the School **District** Principals on a daily basis.

VIII. Uniforms and Equipment

A. The SRO will **comply with** the Norton Police Department General Orders **as they pertain to** Uniforms, Appearance, and Equipment. The SRO **shall** wear the uniform of the day as prescribed by the Chief of Police **at all times while on duty**.

B. All police equipment necessary to perform the duties of the SRO position shall be supplied by the City.

VHIX. Police Vehicle

A. The SRO shall utilize a marked Norton **Police Department** cruiser during his tour of duty. Gasoline expenses, repairs, and maintenance charges incurred with said motor vehicle shall be the responsibility of the City.

IX. Access to Educational Records

A. The SRO shall comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA), Ohio law, and all Schools District Board Policies as they pertain to student educational records.

XI. Funding

A. For and in consideration of the City ~~of Norton~~ providing the SRO program as described herein, the School District agrees to reimburse City the salary and benefits of the SRO assigned to the Program for only the hours worked in the **School District**. This shall also include any overtime accrued in the performance of the SRO's duties for the **School District**. The said compensation shall be paid by the School District to the City Finance Officer in four **(4)** quarterly installments on or about the first day of each quarter, or such arrangements as approved by the parties. The City shall be responsible for all hours worked outside of the school, including but not limited to inclement weather days, sick leave, and vacation time. The Norton Police Department will pursue grants for purposes of additional funding of the SRO position. The grants, if approved, will provide for reimbursement for salary and benefits of the proposed SRO. In the event the Norton Police Department is successful in receiving the grants, the grant dollars will be deducted from the total amount **owed by the School District to the City under this memorandum** for the cost of the SRO.

- B. The City shall be responsible for paying and maintaining the SRO's fringe benefits.**
- C. The SRO will be covered by Workers' Compensation Insurance maintained by the City, and the City will maintain public liability insurance coverage on the SRO during the term of this memorandum.**

**XII. SRO Selection**

- A. The Norton Police Department Chief of Police and the School District Superintendent shall have the right to select the police officer to be assigned to the School Resource Officer Program.**
- B. The SRO must have an understanding of child and adolescent development and a personnel record free from significant disciplinary action.**

**XIII. Miscellaneous**

**A. Breach**

**If either party breaches a provision of this memorandum, 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 memorandum upon expiration of said remedy period. If this memorandum 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 memorandum 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 memorandum 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 memorandum. 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 memorandum prior to the expiration of its term.**

**C. Amendment**

**This memorandum 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 memorandum without the prior written consent of the other party.**

**E. Entirety**

**This memorandum 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 memorandum.**

**G. Severability**

**Each article, paragraph, provision, term, and condition of this memorandum, and any portions thereof, shall be considered severable. If, for any reason, any portion of this memorandum is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this memorandum 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 memorandum are for convenience of reference only and shall not affect the meaning or interpretation of this memorandum.**

XIV. Duration of **Memorandum**

- A. This **memorandum** shall become effective on \_\_\_\_\_, 2022 and remain effective for a minimum of three **(3)** years, or until \_\_\_\_\_, 2025, whereupon it must be reviewed by all signatories or their successors before being renewed.
  
- B. A signatory may terminate the **memorandum** by serving written notice to all other signatories at least thirty days in advance of such termination. A termination by a signatory shall eliminate the presence of the **SRO** at **the** School District.

Signed on this 24<sup>th</sup> of August 2022.

\_\_\_\_\_  
Superintendent, Norton City School District

  
\_\_\_\_\_  
Administrator, City of Norton

  
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Mayor, City of Norton