

Memorandum of Understanding Between the Board of Education of the Springfield Local School District
and The Village of Holland, Ohio

This Memorandum of Understanding (“MOU”) is made and entered into this ___ day of _____, 2024, by and between the Board of Education of the Springfield Local School District (“District”) and the Village of Holland, Lucas County, Ohio (“Holland”) pursuant to Ohio Revised Code section 3313.951, and shall serve to clarify the purposes of a School Resource Officer Program (“Program”) and the roles and expectations between the parties, and as the written agreement between the parties.

WHEREAS, the purpose of this MOU 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 that the SRO receives the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

A. The purposes and goals of the School Resource Officer Program are to provide a safe learning environment, provide resources to school staff members, foster a positive relationship with students and staff, develop strategies to resolve problems facing students, to coordinate school crisis planning with the Holland Police Department and the District and update the District crisis plans, and to improve school safety and the educational climate at the school.

B. The Superintendent of Schools (or Designee) with input from the school principals shall determine the deployment of the SRO and shall provide feedback regarding the performance of the SRO. Further, the SRO, Superintendent of Schools (or Designee), Chief of Police (or Designee), and school principals shall meet not less frequently than annually to update the District crisis plans and submit same for School Board approval.

C. The SRO shall be a certified law enforcement officer employed by the Village of Holland Police Department; shall have completed a basic training course approved by the Ohio Peace Officer Training Commission; shall complete, annually, at least forty hours of SRO Training through the National Association of School Resource Officers or the Ohio School Resource Officers Association; shall project a positive and professional image and demonstrate a high commitment to positive police/community relations; shall demonstrate the ability to work with little supervision and be self-motivated in job performance; shall have the physical and mental ability to perform all duties and functions of the SRO; shall have excellent communication skills; shall be able to relate to children of all ages; shall have an understanding of child and adolescent development, and shall possess good coordinating and planning skills. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate and approved by the Superintendent (or Designee) of Schools.

D. The SRO shall:

- a. Protect students and staff from negative influences and assist in the maintenance of order in the school.
- b. Advise District staff in safety matters, and violence reduction strategies
- c. Facilitate, in coordination with District educators, citizenship and related education.
- d. Assist students through counseling in law related problems and assist by mediating disputes. Attempts will be made to identify problems with students and guidance will be provided to them in addressing their problems in a non-violent manner.
- e. Complete reports and investigate alleged crimes committed on campus.
- f. Advise students and faculty on the roles of police officers and the police mission.
- g. Encourage individual and small group discussions about law enforcement related matters with students, faculty and parents.
- h. Whenever possible, attend meetings of the District's recruitment and retention events to solicit support and understanding of the SRO program and promote awareness of law enforcement functions.
- i. Whenever possible, be available for conferences with students, parents and faculty members to assist them with problems of a law enforcement or crime prevention nature.
- j. Be familiar with the community agencies which offer assistance to students and their families, such as mental health clinics, drug treatment centers, etc.
- k. Be armed at all times.

- l. Act as an instructor for specialized, short-term programs when invited to do so by the Superintendent or the Superintendent's designee.

- m. Coordinate all activities with the administrative staff and seek permission, advice and guidance prior to enacting any program within the school.

- n. Assist the Superintendent and/or principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.

- o. Adhere to District policy, police policy and legal requirements with regard to any formal police interviews with students.

- p. Take law enforcement action as required. As soon as practical, the SRO shall make the Superintendent and/or designee of the District aware of such action. At the Superintendent's and/or designee's request, the SRO shall take appropriate law enforcement action against intruders and unwanted visitors who may appear at the school and related school functions, to the extent the SRO may do so under the authority of the law.

- q. Give assistance to other police officers in matters regarding SRO program and school assignment whenever necessary.

D. The SRO shall submit a monthly activity report to the Superintendent of Schools, building principals, and the Chief of Police for the Village of Holland. 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 serious and immediate threat to student, teacher, or school safety, as determined by the SRO, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

F. SRO is responsible for matters of criminal law and enforcement, not school discipline issues. The SRO shall investigate criminal activity committed on school campus, and has authority to make arrests, as set forth herein.

G. Absent a serious and immediate threat to student, teacher, or public safety, as determined by the SRO, incidents involving public order, offenses including disorderly conduct, profanity, and fighting that do not

involve 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 the arrest of a student, when practicable, and a parent or guardian of an arrested student shall be notified of the student's arrest as soon as practicable. Alternatives to arrest should be used when possible; arrest of a student shall be a measure of last resort.

I. Student rights.

a. Absent a serious and immediate threat to student, teacher, or public safety, as determined by the SRO, SRO may 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.

(i). The SRO shall inform school administrators prior to conducting a probable cause search, when practicable.

(ii). The SRO shall not ask school officials to search a student's person, possessions, vehicle, or locker in an effort to circumvent these protections.

b. Absent a serious and immediate threat to student, teacher, or public safety, as determined by the SRO, SRO may participate in the questioning of a student about conduct that could result in criminal charges or delinquency proceedings. In the event of custodial questioning of a student, such questioning shall only occur after informing the student of his or her Miranda rights and informing a parent or guardian of the in-custody student of same.

c. Strip searches of students by SROs are prohibited.

d. Absent a serious and immediate threat to student, teacher, or public safety, as determined by the SRO, SRO shall not use physical force or restraints on a student. Any use of force or restraints on students must be in compliance with Ohio law and applicable policies.

J. Transparency and Accountability

a. The Holland Police Department will maintain annual data documenting the following:

(i). The number of criminal arrests on school grounds, broken down by school, offense, arrestee's age, race, gender (assigned at birth), and disposition. (ii). The number of reportable criminal offenses broken down by the FBI UCR classifications. (iii). Policies governing the SRO program. (iv). Budget information for the SRO program. (v). Training history for the SROs. (vi). The number and types of complaints filed against the SRO.

K. School Resource Officer Training.

a. The SRO is required to complete a basic training program approved by the Ohio peace officer training commission, and at least forty hours of school resource officer training within one year after appointment, through one of the following entities: (i) the national association of school resource officers, (ii) the Ohio school resource officer association, (iii) the Ohio peace officer training academy.

b. The SRO is required to attend all mandated Holland PD training, i.e., firearms requalification, first-aid/CPR, legal updates.

c. The SRO is required to attend all trainings mandated by the District for school staff regarding school safety and discipline.

d. In addition, 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 behavior intervention and supports (PBIS), and cultural competence. The cost of such training shall be shared, equally, between the District and Holland. All costs associated with attending the required forty hours of SRO training through the National Association of School Resource Officers or the Ohio School Resource Officers Association, including, but not limited to, enrollment fees, travel, housing, and meals, shall be paid by the District provided that they are approved in advance by the District and subject to IRS rates. The costs associated with other law enforcement training of the SRO shall be paid by Holland.

L. Duty Hours

a. The SRO work week will normally coincide with the District's adopted calendar but may be altered by the Superintendent (or Designee) based upon other activities outside of the school day which require coverage. Specific SRO duty hours shall be set by the Superintendent (or Designee) under consultation with the Holland Chief of Police. The SRO shall be assigned to the Village during the summer when school is out of session but can be requested by the District based upon scheduled activities and as mutually agreed upon by the Superintendent (or Designee) and the Holland Chief of Police.

b. Generally, the SRO will not be scheduled by the District for more than forty hours per week; however, the SRO would be eligible for overtime compensation when District-directed obligations exceed forty hours per week. Overtime obligations resulting from activities performed by the SRO for the District shall be itemized and paid by the District. Overtime obligations resulting from activities performed by the SRO for Holland shall be paid by Holland. (By way of examples only, (1) In the event the SRO works in a single week 35 hours for the District and 9 hours for Holland, Holland would be responsible for the 4 hour overtime obligation. (2) If the SRO works in a single week 42 hours for the District and 7 hours for Holland, the District would be responsible for 2 hours of overtime pay and Holland would be responsible for 7 hours of overtime pay.)

c. During periods of time when the Springfield Local Schools are closed for any reason, including but not limited to vacation, holidays, or pursuant to a closing directive from the Superintendent, the Ohio Department of Health, the Lucas County Sheriff, or the Ohio Governor, the SRO may be provided an assignment as determined by mutual agreement between the Chief of Police of the Village of Holland Police Department and the District.

d. The SRO's work hours may be adjusted for special events scheduled at the school(s) in the evening or on weekends, by mutual agreement between the District and Holland.

e. The SRO is allowed a paid thirty- minute break every six-hours.

f. Hours spent by SROs attending court arising out of criminal cases from their employment as a SRO shall be counted toward their forty-hour work week.

g. The SRO shall notify the Village of Holland Police Department and the District when reporting off due to illness, family emergency, or other reason. In cases of extended absence (greater than three days) the Chief of Police of the Village of Holland Police Department will assign a replacement to the SRO position. In the event of an absence greater than 30 days due to illness, incapacity or any other event not originally contemplated, and the inability to substitute a replacement SRO, either party to this memorandum agreement may choose to terminate this Agreement in its entirety, effective thirty days after notice of termination.

h. The Chief of Police of the Village of Holland Police Department may order the SRO to leave the school assignment in the event of an emergency. The time away from the SRO duty will be compensated by Holland. A reasonable effort will be made to notify the Superintendent (or Designee) of such change in assignment.

M. Chain of Command

a. As an employee of the Village of Holland, SRO shall follow the chain of command as set forth in the Policy Manual of Village of Holland Police Department. The aforementioned notwithstanding, SRO may report directly to the Superintendent of Schools or building principals on matters related directly to students of the District.

N. Complaints and Problem Resolution.

a. Complaints against the SRO shall follow the normal complaint process of the applicable police department, and, when appropriate, should include notice to appropriate school administrators. When a complaint stems from circumstances related to activities carried out under the Program and/or on District property or at District event(s), appropriate school administrators will be notified. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Springfield Local School District and the Chief of the Village of Holland Police Department or their designees. If the Superintendent is dissatisfied with an assigned SRO during the term of the MOU, then the Superintendent should review the concerns with the Chief of Police, who will make a decision regarding retraining of the current SRO or assign a different officer as the SRO.

O. Uniforms and Equipment

a. SRO will be guided by the Policy Manual of Village of Holland Police Department. The SRO is expected to wear the uniform of the day as prescribed in the Policy Manual, including, but not limited to, firearms. The SRO may also have a bicycle officer's uniform and equipment supplied by Holland, along with the proper training in bicycle policing paid for by Holland.

b. The District shall provide to the SRO office space on the campus of the District, including a telephone, computer, secure internet access, a printer, a desk and chair, and such other supplies and equipment necessary to the duties of the SRO, at District's expense. To preserve privacy and confidentiality of communications between the SRO and students, occupation of and access to such office space shall be limited to the SRO, absent extraordinary circumstances as mutually determined by Holland and the District.

P. Police Vehicle

a. The SRO shall utilize a marked Village of Holland patrol cruiser during SRO duties. The District shall provide the SRO a designated parking place on the school campus.

Q. Access to Educational Records

a. The SRO will be guided by FERPA and District policy, as each relates to access to educational records. More specifically, the SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws, including but not limited to the Family Education Rights and Privacy Act of 1974 (“FERPA”) (20 U.S.C. §1232g; 34 C.F.R. Part 99) and the Individuals with Disabilities Education Improvement Act (“IDEIA”), Ohio Revised Code §3319.321.

b. Student information and educational records shall remain confidential to the maximum extent allowed by law. Unauthorized disclosure of confidential information in violation of FERPA, IDEIA or Ohio law shall be a material breach of this agreement and may provide cause to terminate the agreement upon such occurrence, regardless of any other provision in this agreement. The provisions of this Article shall survive the expiration of this agreement.

c. If some 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 that 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. Otherwise, education records will only be provided to the SRO pursuant to a court order or lawfully issued subpoena or other exception allowed by FERPA. The aforesaid notwithstanding, it is agreed that reasonable efforts will be made by the SRO and the District to coordinate student record disclosures in compliance with FERPA.

d. Records created by the SRO, including incident reports, are not considered educational records of students.

R. Funding

a. Funding for the SRO Program is set forth in the separate Funding Agreement between Holland and the District.

S. SRO Selection

a. Any SRO shall be chosen by Holland. Holland will make every effort to maintain the Police Officer originally selected to serve as the SRO in that capacity during the term of this agreement.

T. Prior Agreement

a. This memorandum agreement supersedes and replaces any and all previous agreements between the parties and is enforceable in accordance with its terms. This memorandum of understanding and the attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof. All prior agreements, discussions, representations, and covenants are merged herein. There are no representations, covenants, or agreements, expressed or implied, between the parties except those expressly

set forth in this memorandum. Any amendments or modifications to this memorandum shall be in writing and executed by the contracting parties.

U. Term.

a. This memorandum shall become effective on March 1, 2024 and remain effective until May 31, 2025, whereupon it must be reviewed by all parties before being renewed.

b. Unless otherwise provided herein, a party may terminate the memorandum by serving written notice to the other party at least ninety days in advance of such termination. Termination by a party shall eliminate the presence of the School Resource Officer at Springfield Local Schools.

V. Insurance.

a. The Parties shall each maintain, at their own expense, insurance in the form of a comprehensive general liability policy with a reciprocal listing of the other Party as additional insureds. Each party shall provide the other a certificate of insurance for not less than \$1,000,000, listing the other party as an additional insured, in compliance with this paragraph.

X. Notice. Any written notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

Village of Holland, c/o Chief of Police, 1245 Clarion Ave., Holland, Ohio 43528
Lt.Piotrowski@hollandohio.com

Springfield Local School District, c/o Superintendent Matt Geha, 6924 Spring Valley Dr., Holland, Ohio 43528
MattGeha@springfield-schools.org

IT IS AGREED.

VILLAGE OF HOLLAND

SPRINGFIELD LOCAL SCHOOLS DISTRICT

By: Mayor Ryan Spangler

By: Superintendent Matt Geha

By: School Board President

By School Treasurer

Approved as to form

Approved as to form

By: Solicitor, Paul Skaff

By:

S.R.O. Funding Agreement Between The Village of Holland and The Springfield Local School District

This AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the Village of Holland (“Holland”) and the Board of Education of the Springfield Local School District (“District”).

WHEREAS, Holland and the District recognize the importance of implementing and/or continuing a School Resource Officer Program (“Program”) as a pro-active step to provide a safe learning environment, provide resources to school staff members, foster a positive relationship with students and staff, develop strategies to resolve problems facing students, and to improve school safety and the educational climate at the school, and

WHEREAS, Holland and the District have entered into a Memorandum of Understanding to clarify the purposes of the Program and the roles and expectations of Holland and the District, and the MOU is incorporated herein, and

WHEREAS, the purpose of this Funding Agreement is to establish the funding mechanism which shall be used in implementing and continuing the SRO Program which shall serve primarily the Middle School and Intermediate School, but may also include the High School, and

WHEREAS, this Funding Agreement and the Memorandum of Understanding entered into by Holland and the District serve to memorialize the operation and funding of the Program and ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the Program. Additionally, both documents ensure the SRO will receive the necessary support and training to ensure a safe school environment while respecting the rights of students, adhering to District policies, and improving the overall school climate, and

WHEREAS, the parties agree that an effective Program is a pro-active strategy designed to protect the students, staff and community members utilizing the school facilities operated by the District in order to maintain school safety and the educational climate at the school, that the role of the Program is designed to exist within the context of the educational mission of the District, that a clear distinction exists between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement and that every effort must be put forth to respect the rights of students, preserve transparency and accountability, and insure adequate SRO training requirements are in place.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

Funding and in consideration for the entities providing services to the Program, Holland and the District agree to the following funding formula and shall make their respective financial commitment as described herein.

A. The District shall be invoiced and remit payment to Holland for Program expenses.

B. To fund the Program for fifteen (15) months, commencing on March 1, 2024, which shall be the official start date of the Program, the District authorizes its fiscal agent to collect and appropriately allocate funds for the purpose of funding the Program. Program fees shall be paid by the District to Holland in monthly

installments per each hour worked by the SRO for the District in accordance with the attached schedule, marked Exhibit A. Payments shall be made within thirty days of invoice. The Program fees figure represent the costs to Holland for wages, employment benefits, Workers' Compensation, and retirement contribution obligations of Holland associated with the SRO and the Program. Holland will invoice the District as outlined herein. The wages, employment benefits, Workers' Compensation, and retirement contribution obligations of Holland associated with the SRO program and the corresponding hourly rates set forth herein shall be subject to change during the term of this agreement, at the discretion of Holland, by ordinance or resolution of Holland, or by Ohio law. In the event the District desires the assignment of the SRO outside of regularly scheduled school hours, and with the consent of Holland the SRO completes such assignment, the District agrees to pay the premium rate in accordance with the attached Exhibit.

C. The SRO's wages, employment benefits, Workers' Compensation, retirement contribution obligations of Holland associated with the SRO program shall be determined and established exclusively by Holland. Future wages, employment benefits, Workers' Compensation, retirement contribution obligations of Holland associated with the SRO program shall be established exclusively by Holland.

VILLAGE OF HOLLAND

SPRINGFIELD LOCAL SCHOOLS DISTRICT

By: Mayor Ryan Spangler

By: Superintendent Matt Geha

By: School Board President

By School Treasurer

Approved as to form

Approved as to form

By: Solicitor, Paul Skaff

By: