

Licking Heights & the City of Pataskala School Resource Officer (SRO) Agreement

This Agreement is being executed on the date last executed below by the Licking Heights Local School District Board of Education (the School District) and the City of Pataskala, Ohio. This Agreement provides a series of guidelines and policies relevant to the performance of the School Resource Officer (SRO), and will be the guiding document officers, school administrators, city administration, and students and their caregivers look to for structure and accountability. This Agreement shall be reviewed annually and updated as determined necessary by the participating entities and consider input from all community stakeholders, including caregivers, students, and teachers. Nothing in this Agreement should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.

SECTION 1: PURPOSE

This Agreement 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 Agreement 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 police officers, school staff, and the students, to promote a safe and positive learning environment.

SECTION 2: 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 violent 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. 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, police officers, school administrators, School Security Officers (SSOs) and the community in order to promote overall student achievement and success.

SECTION 3: GOALS OF THE SRO PROGRAM

SRO Program Goals Include:

- 1) To foster a safe learning environment for all children and adults who enter the building.
- 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. While law enforcement is the role of SROs, alternatives to arrest should be used whenever possible, at the discretion of the officer. The SROs 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, SSOs, 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 officers getting to know students at the school, 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 parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

Education - SROs should participate in the school community by becoming a member of the educational team where appropriate, and 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, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

SECTION 4: ORGANIZATIONAL STRUCTURE

Composition - The SRO Program will consist of full time Pataskala Police Department Personnel who are certified Peace Officers for the State of Ohio and meet all requirements as set forth by state law, the School District's policies and guidelines, and Police Department's Rules and Regulations. The SRO will collaborate with the School Security Officers (SSO's) employed through Security Now USA, LLC and contracted by the Licking Heights School District and Board of Education, though no direct supervision will be provided by the SRO.

Officer Recruitment & Selection – School officials and the police department shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is a joint decision by the School District and the law enforcement agency, but the final approval is at the sole discretion of the Chief of Police.

SRO's shall meet two general criteria:

- 1) **Experience as a police officer and commitment to student well-being** – SROs must have a minimum of two years' experience as a patrol officer and be at least 21 years of age. Experience working with youth and an interest in student success, juvenile justice,

and creating a positive school climate are essential.

- 2) **Successful Performance** – All candidates should have satisfactory or above performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

SECTION 5: TRAINING REQUIREMENTS

Prior to entering service as an SRO, officers shall complete all requirements set forth in O.R.C. 3313.951, including a minimum of 40 hours of school resource officer training. In addition, while serving as an SRO, officers shall complete ongoing professional development, including training that focuses on conflict resolution and de-escalation, critical incident and crisis intervention methods.

SECTION 6: OPERATIONAL PROCEDURES

Chain of Command for SRO - The SRO will be ultimately accountable to the Pataskala Police Department chain of command. However, while at the school, the SRO will be additionally accountable to the principal, Director of Business Operations and Director of Pupil Services. The SRO is expected to cooperate with the school officials, including administrators and faculty, as long as this falls within the guidelines of the Officer's collective bargaining agreement and the policy and procedures of the Pataskala Police Department.

The SRO's activity in the school is guided by the following procedures and supervision and evaluation shall be provided by the School District to effectively support SROs efforts and monitor their progress.

The assigned officer is not an agent or employee of the School District. The SRO is a City employee, and the City shall have the power and authority to hire, discharge and discipline the SRO in its sole discretion. The SRO will be expected to comply with the established rules and regulations of the School District to the extent they do not interfere with the officer's police duties or the terms of the collective bargaining agreement. The School District shall have the right to request that the City and police department replace an SRO with a different officer, upon notice to the City, consistent with the current collective bargaining agreement regarding permanent schedule changes and subject to manpower availability. Such requests may be made at any time and so long as there is a reasonable basis for requesting the removal, including but not limited to misconduct, negligence, or dissatisfactory job performance. The City and police department shall use their best efforts to comply with all such requests as soon as reasonably practicable.

The City acknowledges and agrees that none of its SROs, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of the School District with respect to any federal, state, or local laws. The City shall be responsible for, and shall pay for, any wages, benefits, charges, fees, and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, retirement system (e.g., STRS/SERS/OPERS) contributions, and/or any other governmental charge or taxes required to be paid on behalf of the City's SROs, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. The provisions of this Section shall survive termination.

If an incident occurs, where an SRO is accused of violating any laws, or policies of the School District or policies of the Pataskala Police Department, the school official and the Chief of Police

will be notified immediately in writing.

Prior to any investigative or administrative actions being taken, the Chief of Police or designee will meet with the school officials and discuss the allegations and what course of action to take to ensure any actions taken fall within the terms of the collective bargaining agreement.

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 police department. Specific daily assignments to accomplish this function will vary by school. The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. 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) Collaborate with the School Security Officers on matters related to school safety and in conjunction with building administration.
- 4) Provide information concerning questions about law enforcement topics to students and staff.
- 5) Provide classroom instruction, with content subject to School District approval, on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
- 6) Coordinate investigative procedures between police and school administrators.
- 7) Handle initial police reports of violent crimes committed on campus.
- 8) Take enforcement action on criminal matters when appropriate and after consultation with school administrators.
- 9) Attend school special events as needed.
- 10) Prepare lesson plans as necessary for the instruction provided.
- 11) Collect data on SRO activities (arrests, citations, etc.)

B. Uniform

The SRO will be in the police department's uniform of the day unless prior approval is given by the SRO's supervisor.

C. Daily Schedule

The SRO daily schedule shall be 7:30 a.m.-3:30 p.m., subject to adjustments by mutual agreement of the parties.

If the SRO is sick they will be able to take sick leave according to the negotiated contract with the City. The City will not be able to provide a replacement officer for the day. The SRO should notify the district of their absences in advance and put in for sick leave according to police procedures.

D. Special Events

In addition to the SRO's daily duties, the SRO may be requested to provide coverage at certain special events, including but not limited to:

- Parent Teacher Conferences
- Graduation
- Other events to be determined by the police department's command staff and the school administrators

Such coverage shall be consistent with this Agreement and only upon the mutual agreement of the parties.

E. Summer Activity

SROs will accomplish as much of the required training as possible during the summer months when school is not in session.

F. 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 violent or other criminal activity that creates a safety risk that they know occurs/has occurred on the school campus. SROs and school officials shall discuss what levels of violent activity would prompt school officials to notify the SROs. In turn, SROs will inform school administration of all criminal activity they observe on the school campus, unless such information were to harm the investigation of the incident.
- 2) For any offense on school property, the SRO, working cooperatively with the school administration, will use all reasonable efforts to avoid arrest and criminal involvement for misdemeanor activity. All felony offenses, such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. 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.

G. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or schools' rules that are not criminal matters should always be handled by school faculty and staff, not SROs. SROs will 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. The SRO, as a staff member, 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.

H. Data Collection

SROs should submit a monthly activity report to the Superintendent, building principals, and his/her Chief of Police or designee. The report should 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.

I. 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 between school officials and the SRO:

- 1) Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant Pataskala Police Department and School District policies.
- 2) Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
- 3) If the SRO is aware of information on a student that is officially obtained by the police department, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO will forward that information to school administration unless doing so would constitute a violation of the law or police department procedures and practices.
- 4) If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the Chief of Police or his/her designee.
- 5) 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.
- 6) Hearsay information or rumors alone will not be the basis for any formal action by the Pataskala Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.
- 7) Any information that is obtained by the SRO that pertains to criminal activity occurring outside the jurisdiction of Pataskala shall be relayed to the police department of jurisdiction.
- 8) When any felony occurs or any crime that prompts a Superintendent or designee response from the schools or the city or if a school building is evacuated, the SRO shall contact his/her 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. The SRO will be provided a student's confidential and personally identifiable information only when the SRO is performing a service or function for which the School District would use its employees, such as conducting threat assessments, promoting school safety, and protecting the physical security of students. The SRO will use this information only as directed and agrees to not re-disclose it without consent or a lawful exception to student privacy laws. The parties agree the SRO's investigation

reports, notes and other documents maintained by the SRO (“records”) relate to the SRO’s role as a Police Department employee. These records will not be maintained by the School District and are not student records. The City further acknowledges that any education records, as defined by the Family Educational Rights and Privacy Act (“FERPA”), its regulations, and the Ohio Revised Code Section 3319.321, which are disclosed to the City, the SRO, or any of its employees, agents, contractors, subcontractors, or assigns in connection with the performance of this agreement are protected by FERPA, its regulations, and Ohio Revised Code section 3319.321. The City agrees that the School District shall retain direct control over all education records and personally identifiable information contained in the School District’s data and documents, regardless of the School District’s ability to access the data, either physically or digitally at any time. The City additionally agrees that, upon the School District’s request, the City will immediately return, destroy, or modify School District data in a manner consistent with the School District’s instructions.

J. Role in Locker, Vehicle, Personal, and Other Searches

SROs may participate in a search of a student’s person, possessions, locker, or vehicle only upon request from the School District’s administrators and 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 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. Strip searches of students by SROs are prohibited. 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.

K. Limits on Interrogations and Arrests

- 1) **Interrogations** If an SRO questions a student about conduct that could result in criminal charges, Miranda must be followed and appropriate language must be used when informing the student’s parent(s) or guardian(s). When possible, parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.
- 1) **Arrests** - Incidents involving public order offenses, that do not involve physical injury or a weapon, if possible, should 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 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 as soon as practical and in a timely manner.
 - c) Unless there is a serious and immediate threat to student, teacher, or public safety, SROs should avoid using physical force or restraints on students.

L. Role in Critical Incidents

The SRO will be provided access to the School District's emergency management plan and be familiar with the emergency operations manual of the School 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.

M. 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 police personnel should police involvement become necessary due to safety concerns.

SECTION 7: SCHOOL RESPONSIBILITIES

The School District shall provide the SRO of each campus and any SRO supervisor, the following materials, and facilities, which are deemed necessary to the performance of the SRO's duties:

- 1) Access to a properly lit private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- 2) A location for files and records which can be properly locked and secured.
- 3) A desk with drawers, chair, worktable, 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, with the content of such address subject to approval by the School District.
- 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, with the content of such addresses subject to approval by the School District.
- 7) The School's Emergency Operations Manual, Emergency Management plan, 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) SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.
- 10) Provide training to teachers, administrators, staff, and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

SECTION 8: CRISIS PLANNING

The School District and Pataskala Police will collaborate on Crisis planning and training. Plans and training will comply with established laws and regulations for school safety plans.

SECTION 9: REVIEWING THE AGREEMENT AND SRO PROGRAM

The assigned parties shall review the SRO Program annually and adjust as needed. Any revisions will be reflected in an updated / amended Agreement.

Complaints against the SRO shall follow the normal complaint process of the Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District communications.

SECTION 10: PROBLEM RESOLUTION

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent, and the Pataskala Chief of Police or their designees.

SECTION 11: COMPENSATION AND PAYMENT

In consideration of the City providing an SRO to the School District, the School District agrees to pay the City \$71,317 ("SRO Cost") for the 2024-2025 school year based on a 195 day calendar. The cost of each SRO is determined by an allocation of 75 percent (school) to 25 percent (city) of the following for each officer: regular wages, holiday pay, annual service credit, pension pick-up, pension contribution of 19.5%, health insurance, uniform allowance, mileage, training and Workers' Compensation premiums ("Expenses"), as in effect for the 2024-2025 school year, and as in effect for subsequent years during the Term of this Agreement.

Beginning with the 2024-2025 school year and thereafter, the cost of each SRO that the School District shall pay to the City will be based on the ratio of 75% (school district) to 25% (city) as provided in the current contract between the City and the Fraternal Order of Police for the City of Pataskala and will include, those Expenses included in the 2024-2025 school year calculation.

The City will invoice the School District at the end of every month each school year for the SRO cost with payments due by the School District to the City each year this Agreement is in effect. All payments shall be mailed postage prepaid, automated or hand delivered to the City.

If the SRO wishes to work during special events (i.e. sporting events or extracurricular events) they will do so through the pre-established bidding process through the City.

SECTION 12: NON-WAIVER

Nothing in this agreement, including without limitation its insurance provisions, shall in any way serve to supersede, waive, limit and / or otherwise affect any rights, privileges and / or immunities afforded to either party under applicable law, including but not limited to, those contained in Chapter 2744 of the Revised Code of the State of Ohio.

SECTION 13: DURATION

This agreement will be in effect for a period starting on July 1, 2024, through June 30, 2027, and will be renewed every five years thereafter. Any party may terminate this Agreement at any time upon ninety (90) days written notice to the other party, but if terminated by School District, the School District shall continue to make payments for any remaining portion of the then current semester.

SECTION 14: INSURANCE

The Police Department shall purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance policy with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur, or claims made during the term of this Agreement.

The School District shall purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance policy with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur, or claims made during the term of this Agreement.

SECTION 15: SUPERSEDES PRIOR AGREEMENTS

This Agreement shall supersede, terminate, and replace all prior agreements, promises, understandings, oral or written, between the Parties regarding the SRO program.

SECTION 16: PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The School District and the Pataskala Police Department shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers and/or servants resulting from performing and/or providing services or programs under this Agreement.

Signatures on following page.

SIGNATURE OF PARTIES & SIGNATURE DATE:

LICKING HEIGHTS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Dr. Kevin Miller
Superintendent
Licking Heights Local Schools

Date_____

PATASKALA

City Administrator

Date_____

Approved as to Form

Law Director