

SCHOOL SECURITY OFFICER MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Board of Education of the Bucyrus City School District (hereinafter referred to as "School District") and the City of Bucyrus/Bucyrus City Police Department (hereinafter referred to as "City" and "Police Department"), and is made for the purpose of providing and promoting a safe and secure learning environment for students, faculty, staff and the school community by means of the School District employing one or more School Security Officer(s) (SSO).

Whereas, the School District has the authority, pursuant to R.C. 109.78(D), to employ special police, security guards and other similar employees; and

Whereas, the School District wishes to employ one or more peace officers to serve as an SSO in order to meet the goals and objectives set forth herein; and

Whereas, the City/Police Department desires to commission the SSO under its authority in exchange for the SSO's compliance with relevant policies, procedures and protocols of the City/Police Department applicable to the SSO in performing law enforcement duties;

Now, therefore, the parties, during the term of this MOU, desire to make certain arrangements in respect to the SSO, as follows:

1. MISSION STATEMENT:

To promote a safe and secure learning environment for students, faculty, staff and the school community.

2. GOALS:

- To prevent and reduce potential harm related to incidents of school violence.
- To develop and provide a safe and secure educational environment in partnership with the School District and the City/Police Department.
- To develop and promote a visible positive image of law enforcement through interaction with students, teachers, staff and the school community.
- To serve as a role model and develop a positive image with the student body.
- To develop a mutual trusting partnership by working with the School District faculty and staff to ultimately create a safe and secure learning environment within the School District buildings and/or on School District grounds.

3. SCHOOL DISTRICT RESPONSIBILITIES

The School District shall:

- A. Provide the SSO access to an office that is readily accessible to students but capable of providing privacy when needed.

- B. Provide the SSO with access to and/or copies of the School District emergency management plan for each building. The SSO may assist with adoption, implementation, and amendment of the comprehensive emergency management plan required under section 3313.536 of the Revised Code. In performing this duty, the SSO shall consult with local law enforcement officials and first responders when assisting in the development of a comprehensive emergency management plan.
- C. **Sharing of Information** – Recognizing communication and information sharing is essential to the success of the SSO program, the following procedures should be followed to facilitate the flow of information pursuant to this MOU:
- The Family Educational Rights and Privacy Act (“FERPA”), 20 USC 1232g, 34 CFR Part 99, Ohio Revised Code Section 3319.321, Ohio’s Public Records Law and any other applicable provisions of Ohio law as relevant to the City/Police Department’s and School District’s policies will govern the sharing of information.
 - All student records are considered confidential. Certain information is designated as directory information in the School District’s annual FERPA notice and can be released without consent unless the parent/guardian has affirmatively withdrawn their consent to release, in writing. The School District will supply the City/Police Department with a copy of its annual FERPA notice each school year.
 - The SSO will be granted access to the District’s camera system and student information databases only when acting as a school official with a legitimate educational interest in the information. The SSO will only use personally identifiable student information (PII) for the use for which it was provided and may not redisclose PII without consent. The parties shall ensure that the SSO will be trained in FERPA requirements and his/her duties to handle such information in compliance with those requirements.
 - The obtaining of PII for law enforcement purposes will require parental consent or a lawfully issued subpoena prior to release, unless obtained as detailed below.
 - The School District may disclose PII to the SSO without consent during a health and safety emergency if knowledge of the information is necessary to protect the health or safety of students or other individuals. This exception is limited to the period of the emergency.
 - When the School District and/or any of its employees learns of any abused child, as defined in ORC 2151.031, all supporting documentation, video and/or statements will be released to the Police Department without prior consent, per mandated reporting requirements.

- D. Reimburse the City/Police Department for the cost of all training made available to the SSO by the City/Police Department.

4. CITY/POLICE DEPARTMENT'S RESPONSIBILITIES

The City/Police Department shall:

- A. Participate in and provide input to the School District in making hiring decisions for individuals to serve as SSO.
- B. Provide a copy of all relevant policies, procedures and protocols of the Police Department applicable to the SSO in performing law enforcement duties.
- C. Commission the SSO under the Police Department.
- D. Make available to the SSO all training programs and other regular facilities of the Police Department.
- E. Provide the SSO with uniforms, protective body armor, radio, standard office issued duty weapon and ammunition, county owned/marked emergency law enforcement vehicle, the necessary dispatching services, jail facilities and other equipment necessary for effective police protection in the School District.
- F. Give prompt notice to the School District whenever the City/Police Department observes or becomes aware of any fault or deficit in the service or any non-conformance with this MOU.
- G. Provide the School District, on a mutually agreeable schedule, an assessment of the program and recommendations for any modifications.

5. INDEPENDENT CONTRACTORS

The parties are independent contractors and the SSO shall not be, nor considered to be, an employee of the City/Police Department. The School District shall retain the statutory authority to hire, discharge and discipline the SSO in its sole discretion. The SSO is a School District employee and shall be under the control, supervision and administration of the School District.

6. QUALIFICATIONS FOR SSO

- Possess a valid Ohio Peace Officer Training Commission Certificate.
- Successfully complete training as an SRO through the Ohio School Resource Officer Association or an approved equivalent SRO training program and all other training required by R.C. 3313.951.
- Possess the ability to conduct criminal investigations.

- Possess an understanding of applicable Federal and State laws, applicable municipal ordinances/resolutions and Board of Education policies and regulations.
- Possess communication skills and abilities to effectively function within a school environment.
- Possess expertise for employing law enforcement in the school setting, including an understanding of child and adolescent development.
- Possess an even temperament and adhere to the standard of conduct applicable to all sworn law enforcement officers.

7. DUTIES OF SSO

The SSO shall work towards developing a safe and secure school environment; serve as an educational resource and as a liaison between the School District and the Police Department. Specific daily assignments may vary to meet this function. The SSO shall be available and willing to meet with the School Principal, the Police Department or their designees to discuss plans and strategies to address any specific needs or issues that may arise related to the duties and expectations of the SSO program.

Criminal Activity in School Building(s) and on School Grounds - the SSO will investigate and take reports of criminal activity committed in School District buildings and/or on School District grounds. Assist other law enforcement officers with outside investigations concerning students attending the schools to which the SSO is assigned. The SSO has the authority to make arrests and consider alternatives to arrest at his/her discretion. In exchange for being commissioned by the Police Department, the SSO will be subject to all relevant policies, procedures and protocols of the Police Department while performing law enforcement activities.

School Policy and Discipline - the SSO will not act in the capacity of a school disciplinarian and will take action only when there is a violation of law. School discipline shall be considered the sole responsibility of the appropriate school administrator. The SSO shall be provided with and have general knowledge of the student handbook and, in the event the SSO discovers policy violations, the information shall be forwarded to the school administration for appropriate action. The School District shall have the final decision-making authority regarding all matters of school discipline.

8. SSO ROLE IN CRITICAL INCIDENTS

The SSO will be familiar with the emergency operations manual of the School District. During critical incidents occurring on School District property the SSO will act as a liaison between the School Administration, the Police Department and other emergency resources. The SSO may participate in any critical incident or School District Safety Planning meetings and may provide input for updating any school crisis plans.

9. SSO ROLE IN SEARCH AND INTERROGATION

When requested, the SSO may standby to keep the peace and/or to maintain safety while school administration conducts a search of person(s), property or vehicle(s).

The SSO shall review the School District's Search and Seizure policy and maintain separation during school searches except as permitted under Board Policy and State and Federal law.

School Administration shall not question, interview or interrogate student(s) regarding possible criminal conduct, on behalf of or as agents of the Police Department. If the SSO acting under the scope of his/her duties as an SSO participates in an interrogation of a student or gains information which may be used against a student in a judicial proceeding, the SSO will follow all state and federal laws regarding arrest, search, seizure and interrogation of students.

10. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The Parties as governmental entities/political subdivisions lack authority to indemnify. Accordingly, the School District and the City/Police Department shall be responsible for their own actions and/or 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 MOU.

11. INSURANCE

The City/Police Department shall purchase and maintain in full force and effect during the term of this MOU, 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 MOU.

The School District shall purchase and maintain in full force and effect during the term of this MOU, 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 MOU.

12. NON-WAIVER

Nothing in this MOU, 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 Ohio Revised Code.

13. MANDATORY TRAINING

Senate Bill 281 requires that all Ohio Peace Officers complete a minimum of twenty-four hours of continuing professional training each year in addition to the annual mandatory firearms training requirement. Further, because the SSO will operate in a school setting it is the intention of the parties that the SSO receive all training required of a School Resource Officer (SRO). R.C. 3313.951 requires that SROs meet certain background and training requirements, including an understanding of child and adolescent development. The parties recognize that the SSO's professional development should include training requirements that focus on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods. The School District is responsible for the cost of required training.

14. SUMMER VACATION — SUMMER ACTIVITY

Most School Districts normally close to observe summer vacation usually sometime between mid-May through mid-August of each school year. The City/Police Department agree and shall attempt to assure that the SSO completes as much of the mandated training during the summer months when school is not in session as possible.

15. DURATION OF SERVICES

The initial term of this contract will commence on January 1, 2023 and terminate on June 30, 2024. The Parties agree to determine whether this MOU will be renewed for another year at least sixty (60) days prior to the expiration of this MOU.

CITY OF BUCYRUS

**BUCYRUS CITY SCHOOL
DISTRICT BOARD OF
EDUCATION**



10-20-2022
Date

Date

BUCYRUS POLICE DEPARTMENT



10/20/22
Date

Date