

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is being entered by the Hudson City School District, on one hand, and the City of Hudson, Ohio, on the other hand, effective upon the execution by both parties. This MOU will serve as the written agreement between the Hudson City School District ("School District" or "District") and the City of Hudson, Ohio ("City"). This MOU is entered into pursuant to Ohio Revised Code 3313.951 to clarify the purpose of the School Resource Officer ("SRO") Program and the roles and expectations between the participating entities.

I. PURPOSE

This MOU establishes and delineates the goals of the SRO Program to provide and maintain a safe educational environment for the School District's students, faculty, and staff through the presence of law enforcement at Hudson City Schools. Additionally, this MOU clarifies roles and expectations and formalizes the relationship between the participating entities to foster an efficient and cohesive program that will build a positive relationship between Police Officers, school staff, and students, promote a safe and positive learning environment, and decrease the number of youths formally referred to the juvenile justice system.

Prior to the effective date of this MOU, the City of Hudson Police Department has provided two (2) school resource officers to the Hudson City School District at no charge. Under this MOU, the City of Hudson shall provide one (1) additional school resource officer funded by the School District, unless otherwise mutually agreed by the parties in an amendment hereto or as otherwise described herein. The City and School District's obligations and rights as to the provision of these three (3) officers are provided herein.

II. GOALS OF THE SRO PROGRAM

The SRO Program is unique to the Hudson community, based on input from the School District administration, teachers, faculty, students, families, and community members. The program is designed to fulfill the following roles:

- A. Fostering Positive Relationships with Students and Staff. One of the primary roles of the SROs is fostering a positive school climate through relationship-building. Officers will engage in various activities, in consultation with School District administrators, 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 role models, and working with teachers and administrators to identify students who may be facing challenges and who need additional resources or attention to be successful in school.

- B. Crime Prevention/Deterrent. Another important role of the SROs is to deter and prevent crime at the district. 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 the parking lots. Officers may also complete security surveys analyzing the physical safety of District property and facilities.
- C. Providing Education and Resources to the School District Community. SROs should participate in the school community by becoming members of the educational team where appropriate and by representing the law enforcement community to build positive relationships with students, their families, and District staff SROs are expected to be proactive in creating and supporting educational situations, and District administrators are encouraged to leverage this resource.
- D. Law Enforcement Limited to Criminal Matters. SROs have the authority to address criminal matters that occur at the school during school hours but not general student discipline. A determination of whether an activity rises to the level of a law enforcement activity shall be at the SRO's discretion, and shall include notice to a District administrator, and consultation with a District administrator where appropriate based on the SRO's knowledge and training. While enforcement is the role of SROs, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SRO's discretion to act remains the same as that of any other Officer.

III. OPERATIONAL PROCEDURES

A. Officer Recruitment and Selection.

The additional, one (1) SRO position being established hereunder shall be funded by the School District in accordance with the terms of this MOU ("HCSO SRO"); the two other SRO positions shall be funded by the City of Hudson in accordance with the terms of this MOU ("HC SROs"). The HCSO SRO and HC SROs are collectively the "SROs" herein.

School District administrators and the City Police Department shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SROs is completed by the law enforcement agency. SROs should 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; be at least 21 years of age; and have experience working with youth and/or have interest in juvenile assignments. Interest in working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
2. Successful performance. All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

If during the term of this MOU an officer resigns, retires, takes an alternative assignment or is otherwise unavailable to the District as an SRO, the District and the City shall follow the process identified herein to select a new **SRO**.

B. Training Requirements.

1. The City of Hudson shall ensure that any Officers assigned as SROs for the Hudson City School District meet all elements of R.C. 3313.95, including qualifications and background requirements, training, and professional development.
2. Prior to entering service as an SRO, Officers shall complete a minimum of 40 hours of initial training approved by the Ohio peace officer training commission. The training must cover responsibilities and limitations of SROs, Ohio school laws, MOUs, child development, age-appropriate practices for conflict resolution, developmentally informed de-escalation, and crisis intervention techniques, working with youth in a school setting, and integrating SROs into a positive school environment. In addition, SROs may 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, PBIS, and cultural competence.
3. SROs employed by the City prior to November 2, 2018, are exempt from the training requirements.

C. Chain of Command for SROs.

1. While the SROs shall be under the command of the City Police Department and Chief of Police, he/she shall also collaborate with District staff and students to create and maintain a safe environment. For the avoidance of doubt, while at a school, so long as it does not conflict with the SRO' s duties as a police officer, as determined by the Police Department, the SROs may be additionally receiving direction from the principal or his/her designee and the Director of Operations regarding school- related matters. In the event there is a conflict that arises, the Police Department and District shall work cooperatively on the conflict to resolve it. The SROs are expected to cooperate with the District officials, including administrators and faculty. The SROs will abide by District policy and reasonably respond to the requests of District officials as appropriate.

D. Duties of SROs.

1. The primary functions of the SROs are to help foster positive relationships with students and staff, prevent and deter crime, and provide education and resources to the school district community. Specific daily assignments will vary.
2. The SROs and school Principal or his/her designee should meet on a regular basis

- to discuss plans and strategies to address specific issues or needs that may arise.
3. As required by law, SROs should never be assigned to duties within school in place of or in lieu of a certified teacher.
 4. In the performance of his/her job, the SRO's duties will include but will not be limited to:
 - a. Maintain a visible presence in and out of a District building;
 - b. Initiate law enforcement actions when needed;
 - c. Provide information on law enforcement related topics to parents, students, and staff when needed;
 - d. Maintain contact with **HPD** while on shift;
 - e. Build trusting and mutually respectful relationships with students and staff;
 - f. Taking enforcement action on criminal matters when deemed appropriate by the SROs, with notice to the District administrators and after consultation with District administrators, where such consultation is appropriate based on the SRO's knowledge and training; and
 - g. Attending school special events as needed.

The foregoing list of duties (Section II(D)(2)(a-g)) is not exhaustive, and the SROs may be asked to perform other tasks that reasonably fall within the scope of this MOU.

E. Uniform.

1. Normally, the SROs are in the uniform of the City of Hudson Police Department.

F. Daily Schedule.

1. Each SRO's daily schedule is determined by the City Police Department, who will make reasonable efforts to accommodate the needs of the District when determining the SRO's schedule with consideration of the City's needs taking priority. The daily schedule for HCSO SRO determined by the City Police Department will align to school hours and the school calendar, and the daily schedule for the HC SROs determined by the City Police Department will align to school hours and the school calendar to the extent possible.

G. Absence/Substitutions.

1. For the avoidance of doubt, the SROs shall be entitled to his/her regular vacation, personal leave, and sick time, which he or she is entitled to from the City. In the event the HCSO SRO is unavailable to the District due to an SRO's short-term absence, the City Police Department shall provide a short-term fill-in Officer as determined by the City. In the event a HC SRO is unavailable to the District due to a HC SRO's short-term absence, City staffing shortages/City requirements, or other emergent need, the City Police Department shall provide a short-term fill-in Officer to the extent possible as determined in the sole discretion of the City. The District understands and agrees that any short-term fill-in Officer needed due to an SRO's absence for medical, personal

leave, vacation, or any emergency would not need to meet the same requirements as set out in Section III, as such placement is temporary.

2. In the event no SRO is available to the District for a long-term absence period, the City Police Department and the School District Superintendent will meet to determine an appropriate replacement Officer.

H. Special Events.

1. The SRO(s) may work special events on an as-needed basis to be determined by the City of Hudson Police Department and the District administrators, consistent with this MOU. The Hudson City School District shall not owe additional payment for such special events.

I. Role in Responding to Criminal Activity.

1. The SROs shall have all the same duties and powers as would normally be assigned to an on-duty police officer.
2. As Police Officers, SROs have the authority to make arrests in incidents of criminal activity and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. District administrators may also request the SRO's assistance in an incident of criminal activity that may result or require an arrest. The following procedures will help SRO(s) be effective as possible in this role:
 - a. District staff will contact SROs to inform him/her of violent or other criminal activity that occurs on the school campus, while being mindful of supporting the common goal of student success;
 - b. SROs will inform District administration of all criminal activity he/she observes on the school campus;
 - c. The SROs and District officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, which may serve as an alternative to arrest;
 - d. For any offense on District property, the SROs, working cooperatively with the District administration, will be mindful of supporting the common goal of student success when making decisions regarding arrest and criminal involvement;
 - e. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence will normally require the filing of charges at the SRO's discretion but should be evaluated on a case-by-case basis in consultation with District officials, where such consultation is appropriate based on the SRO's knowledge and training; and,
 - f. The SRO's powers to arrest will be governed by the Ohio Revised Code.

J. Role in District Policy Violations.

1. SROs are not school disciplinarians and violations of the Student Code of Conduct or District rules that are not criminal matters should always be handled by District administration, faculty, and staff, not SROs.
2. SROs should not directly intervene unless the situation directly presents an imminent threat to the health, safety, and security of the student or another person in the school. In such cases, the SRO will employ de-escalation techniques as appropriate.
3. Upon actual knowledge, the SRO will report school policy violations through the proper channels to be handled by the District administration. It is the responsibility of the SROs to become generally familiar with School Board Policy and the Student Code of Conduct, but it is not the responsibility of the SROs to enforce the rules in these documents.

K. Sharing of Information.

1. Communication and information sharing should be followed to facilitate a free flow of information between District officials and the SRO.
2. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, the Family Education Rights and Privacy Act codified as 20 USC 1232g et seq. ("FERPA"), the Ohio Student Records Privacy Act codified at R.C. 3319.321 ("OSRPA"), and relevant City of Hudson Police Department and Hudson City School District policies.
3. The sharing of arrest-related information by the SRO with District administrators upon request is at the discretion of the SRO.
4. Juvenile fingerprints and photos as part of the Arrest Record will not be shared by the SRO.
5. If the SRO is aware of information on a student that is officially obtained by the City of Hudson Police Department, which reflects that the student is in violation of District District Policy or the Student Code of Conduct, the SRO may forward that information to District administration.
6. If a student under the age of 18 is an uncharged suspect in a crime, his/her information will not be released unless authorized by the City of Hudson Police Department Chief of Police.
7. Information which the SRO obtains from District personnel, and 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 City of Hudson Police Department personnel and Criminal Justice Agencies but will not be part of the student's school record.
8. Hearsay information or rumors alone will be used by the SRO only in an intelligence capacity or to validate the need for further investigation.
9. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Hudson limits shall be relayed to that Police Department's jurisdiction.
10. When any felony occurs or any crime that prompts a response for a request for public

records or information from the schools or the City or if a school building is evacuated, the SRO shall contact his immediate Supervisor as soon as possible.

11. The SRO shall have access to any public records maintained by the District to the extent allowed by law.
12. Law enforcement officials may have access to confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency, to the extent permitted under FERPA and OSRPA.
13. The City of Hudson Police Department, the SRO, and any City of Hudson Police Department employee acknowledge their obligation under FERPA to be kept confidential any personally identifiable student information provided or obtained pursuant to this MOU, or pursuant to the SRO's performance of job duties as an SRO under this MOU.

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

1. The SRO may participate in a search of a student's person, possessions, locker, or vehicle 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. The SRO will not ask a school employee to conduct a search for law enforcement purposes.
2. The SRO may perform searches independent of the District administration only during emergency situations (including a serious and immediate threat) or where criminal activity is suspected.
3. For noncriminal matters, 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. 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.

M. Limits on Interrogations and Arrests.

1. Interrogations. Questioning and/or interrogating students on both disciplinary incidents and conduct that could result in criminal charges is generally handled by District administrators and not SROs. SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda Rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians shall be allowed sufficient time to arrive at school to be present for interrogation.
2. Arrests. Absent extenuating circumstances, incidents involving public order offenses, including Disorderly Conduct, Profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by District administrators rather than criminal law issues warranting formal law enforcement interventions. Building Principals and the Director of Operations or his/her

designee shall be consulted prior to an arrest of a student when practical. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner. Unless there is a serious and immediate threat to student, teacher, or public safety, SROs shall not use physical force or restraints on students.

N. Role in Critical Incidents.

1. The SROs shall be familiar with the Emergency Operations Manual of the Hudson City School District.
2. During critical incidents occurring when the SRO is present, the SRO will normally assist upon the request of administration.
3. In the case of an emergency, at the sole discretion of the City's Chief of Police, the shift commander, and/or the SROs, the SRO may leave the District's grounds to perform police duties for the City.

O. Role in Truancy Issues.

1. Truancy will be handled by District personnel.
2. The SROs will act as a liaison between the District and police personnel should police involvement become necessary due to safety concerns.

IV. SCHOOL DISTRICT RESPONSIBILITIES

A. The District shall provide each SRO the following materials and facilities, which the City deems necessary to the performance of the **SRO'** s duties:

1. Access to a properly lighted private area, which shall contain access to a telephone and access to a 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 SRO(s) to address teachers, District administrators and student families about the SRO program, goals, and objectives and about criminal justice problems related to students and the community;
5. The District Emergency Operations Manual, Crisis Plan, Student Code of Conduct, District Policies, and other related materials as deemed appropriate; and,
6. District staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.

B. The Hudson City School District shall ensure that all staff members are familiar with the roles and responsibilities of the SROs, including how to report any Student Code of Conduct or School District Policy violations, or potentially criminal incidents.

V. SRO PROGRAM ASSESSMENT

- A. The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Hudson Police Department and the Hudson City School District. The following areas, at a minimum, will be used to evaluate the program:
1. Success of established goals and objectives;
 2. An internal survey of high school administration, faculty, and student council members, primarily concerning perceptions of safety and security;
 3. Data documenting the SRO's role in discipline incidents, school-based arrests, and the implementation of discipline practices such as PBIS or restorative justice; and
 4. Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.
- B. Each SRO's effectiveness in the program will be evaluated at the end of each school term. The principal will provide input into the evaluation. This may include a recommendation to the Hudson Police Department that the officer not be assigned to that school the following year. The Hudson Police Department will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a SRO is within the sole discretion of the Hudson Police Department.

VI. CRISIS PLANNING

- A. The Hudson City School District and the City of Hudson Police Department will coordinate Crisis Planning and training. Each entity will be involved in updates and the creation of new Crisis Plans. Consistency throughout the District is the goal.
- B. Lockdown drills shall be included as part of the District's preparedness plan. The City of Hudson Police Department shall be included in the creation of lockdown procedures so that first responders are familiar with procedures. Lockdown procedures should be trauma-informed and consistent throughout the District.

VII. REVIEWING AND AMENDING THE MOU

- A. The assigned parties shall review the MOU/SRO Program annually and make adjustments as needed. Any amendments (revisions) must be reflected in an updated MOU signed by a duly authorized representative of each party.
- B. Complaints against a SRO shall follow the normal complaint process of the City of Hudson Police Department and include notice to the appropriate District administrators. This process and case updates will be made known to parents and students through the City of Hudson Police Department as appropriate.

VIII. PROBLEM RESOLUTION

- A. Unforeseen difficulties, disputes or questions shall be resolved by negotiation between the Superintendent of the Hudson City School District and the City of Hudson Police Department or their designees.

IX. TERM AND TERMINATION

- A. The Parties Agreement that the MOU adopted by the City of Hudson and the Hudson City School District on October 28, 2019, is hereby extended until and expires on the execution date of this MOU.
- B. The term of this MOU shall be from the execution date by both parties until June 30, 2029, for one hundred eighty (180) days per contract year (July 1 - June 30), pro-rated for a partial year of service.
- C. The SROs will follow the District's calendar to determine the 180 days to be worked during the year.
- D. The Parties agree that either party may terminate this MOU regarding the HCSD SRO upon 30 days' written notice without penalty. If circumstances dictate that a prompt termination of this MOU is warranted, and the parties concur, the 30-day written notice shall be waived. Upon termination, the District shall only be liable for any amounts then due and payable based upon the hours and days actually worked for that contract year, but not yet paid to the City.
- E. The Parties agree that either party may terminate this MOU regarding one or both HC SRO(s) upon 10-day written notice without penalty. If the City determines, in its sole discretion, that circumstances dictate a prompt termination of this MOU is warranted, and the parties concur, the 10-day written notice shall be waived.

X. INDEPENDENT CONTRACTOR

- A. The City of Hudson Police Department and the Officers assigned as SROs pursuant to this MOU agree to perform all services pursuant to this MOU as independent contractors and further agree that no employment-related benefits or withholdings shall be paid for or made to the City of Hudson, the City of Hudson Police Department, and/or the SROs by the District.

XI. INSURANCE

- A. The City of Hudson Police Department shall maintain public liability insurance which shall cover the duties performed by the school resource officer and which shall name the District as an additional insured.

- B. The District will also maintain public liability insurance which will cover the SRO's duties and responsibilities and will also name the City of Hudson Police Department as an "additional insured" on said policy.

XII. UNENFORCEABLE PROVISION (SEVERABILITY)

- A. If any term or provision of this MOU is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of this MOU shall remain in effect as if the illegal, unenforceable, or invalid term had never been contained therein.

XIII. PAYMENT

- A. Regarding the HCSD SRO, the District shall pay to the City the following annual rate for the HCSD SRO, payable in two installments, with the first installment paid no later than July 1 of each contract year, and the second installment paid no later than January 1 of each contract year:

July 1, 2026-June 30, 2027	\$124,000.00 total
July 1, 2027-June 30, 2028	\$124,000.00 total
July 1, 2028-June 30, 2029	\$124,000.00 total

XIV. WAIVER AND INDEMNIFICATION

- A. The District hereby waives and covenants not to sue the City or any of its elected and appointed officials, officers, agents, directors, representatives, employees, successors, and/or assigns for any all claims, demands, losses, actions, causes of action, damages, judgments, fines, fees (including reasonable attorney's fees), penalties, settlements, and any and all other sums of money lost or incurred in connection with this MOU or the services provided hereunder.
- B. The City hereby waives and covenants not to sue the District or any of its elected and appointed officials, officers, agents, directors, representatives, employees, successors, and/or assigns for any all claims, demands, losses, actions, causes of action, damages, judgments, fines, fees (including reasonable attorney's fees), penalties, settlements, and any and all other sums of money lost or incurred in connection with this MOU or the services provided hereunder.

XV. INTEGRATED AGREEMENT

- A. The Parties intend the terms of this MOU as a final expression of their agreement with respect to these terms and also as a complete and exclusive statement of the terms. For the avoidance of doubt, this document constitutes the entire agreement with respect to the subject matter hereof and supersedes all previous representations, understandings, or agreements, oral or written, between the Parties with respect to the subject matter hereof.

XVI. ORDER OF PRECEDENCE

- A. In the event of any inconsistency, conflict, or ambiguity between the provisions of this MOU and those contained in an exhibit or other policy, rule, or directive, the order of precedence shall be this MOU and then the exhibit, policy, rule, and directive.

XVII. MISCELLANEOUS

- A. This MOU may be executed in two or more counterparts, each of which shall be deemed an original document, and all of which, together with this writing, shall be deemed one instrument.
- B. An electronic signature is the legally binding equivalent of a hand-written signature and shall have the same force and effect as an original signature. Signatures delivered by electronic means and signed counterpart PDFs delivered by email shall have the same force and effect as original signatures.

[Signature Page to Follow]

In Witness Whereof, the duly authorized representatives of the parties have executed this MOU effective as of the date of the first set forth above:

Hudson City School District

City of Hudson, Ohio

By: _____
Signature
Dana W. Addis, Superintendent

By: _____
Signature
Thomas J. Sheridan, City Manager

Date: _____

Date: _____

Approved as to form:

Marshal M. Pitchford, City Solicitor

I hereby certify that the necessary funds are available:

Jeff Knoblauch, City Finance Director
Date: _____