



Ashtabula County
Sheriff's Department

25 W. JEFFERSON ST.
JEFFERSON, OHIO 44047

Non Emergency (440) 576-9046
Emergency 911
FAX (440) 576-5915

April 22, 2019

Dr. Mark R. Potts
Ashtabula Area City Schools
6610 Sanborn Road
Ashtabula OH 44004

Dr. Potts:

Attached is signed Memorandum of Understanding for Assignment of School Resource Officer,
Sgt. Slocum, for 2019-2020 school year..

Sincerely,

William R. Johnson

William R. Johnson
Sheriff



ASHTABULA AREA CITY SCHOOLS

6610 Sanborn Road • Ashtabula, Ohio 44004 • Phone: (440) 992-1200

Board of Education

Debra A. Barrickman • James K. Brady, Sr. • Steve J. Candela • William A. Niemi • Christine Seuffert

"Ipsa Scientia Potestas Est – Knowledge Itself Is Power"

April 15, 2019

Sheriff William Johnson
25 West Jefferson Street
Jefferson, Ohio 44047

Dear Sheriff Johnson:

I wish to request that the Ashtabula County Sheriff's Department employ retired Sergeant Scott Slocum to be the School Resource Officer at Lakeside High School and Lakeside Junior High School for the 2019 – 2020 school year

As per the attached Memorandum of Understanding for Assignment of a School Resource Officer, Sargent Slocum will work 185 days on a calendar identical to the Teachers Calendar for 2019 – 2020 (**calendar enclosed**). Additional work days may be added based on district needs; such days will be compensated accordingly. Sargent Slocum will work an eight (8) hour day from 7:45 a.m. to 3:45 p.m. which includes a one-half hour paid lunch. His first day of work is on Wednesday, August 14, 2019.

Please sign and return the attached Memorandum of Understanding for Assignment of a School Resource Officer if acceptable to you and Sargent Slocum. Upon Board approval, we will then send you a copy of the approved signed Memorandum of Understanding. The Board of Education and I are pleased that you have given your assistance in providing a School Resource Officer for our secondary campus. If you have any questions regarding this correspondence, please do not hesitate to contact me.

Sincerely,

Dr. Mark R. Potts
Superintendent of Schools

Enclosure: Memorandum of Understanding for Assignment of a School Resource Officer

Cc: Robert Klinar, Principal – Lakeside High School
Scott Anservitz, Principal – Lakeside Junior High School
Mark Astorino, Treasurer – Ashtabula Area City School

Superintendent: Dr. Mark R. Potts
Phone: (440) 992-1202 • FAX: (440) 992-1209
E-mail: mark.potts@aacss.net



Treasurer: Mark J. Astorino
Phone: (440) 992-1210 • FAX: (440) 992-1209
E-mail: mark.astorino@aacss.net

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MEMORANDUM OF UNDERSTANDING
FOR ASSIGNMENT OF A SCHOOL RESOURCE OFFICER

This Memorandum of Understanding ("MOU") is entered into on the 15 day of May, 2019, by and between the Ashtabula Area City School District Board of Education ("Board" or "District"), and Ashtabula County Sheriff's Department ("Law Enforcement Agency").

WHEREAS, this MOU establishes and delineates the mission of the SRO program as a joint cooperative effort 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, promote a safe and positive learning environment, and decrease the number of youth formally referred to the juvenile justice system.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Mission Statement

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

2. School Resource Officer Position

There shall be a police officer, employed by the Law Enforcement Agency, assigned to the District's schools, who shall act as the SRO. The SRO's job description and duties while assigned to the District are included in this Memorandum of Understanding. During the time period in which the police officer is acting as the SRO for the District, said police officer shall be acting within the course and scope of his/her employment with the Law Enforcement Agency. The SRO shall not be an employee of the Board. The Board will be provided an opportunity to review the applicants for the SRO position and may recommend to the Law Enforcement Agency its choice for the position. However, the final decision on the employment of a police officer to be assigned as a SRO rests with the Law Enforcement Agency.

3. Compensation

- a. The salary for the SRO's position shall be no more than Thirty Dollars (\$30.00) per hour. The Board shall be responsible for the SRO portion of the police officer's salary. The Law Enforcement Agency shall be responsible for paying and maintaining the SRO's fringe benefits. The Law Enforcement Agency shall bill the Board in August or September for payment of the first six (6) months of the SRO's service. The Law

Enforcement Agency shall bill the Board in January for payment of the remainder of the SRO's service for that school year. Upon the conclusion of the school year, the Law Enforcement Agency shall provide the Board a bill to "true-up" for any outstanding costs due and owing not accounted for in the previous payments. Payments shall be made within thirty (30) days of receipt of a bill.

- b. The police officer to be assigned by the Law Enforcement Agency to the District will be covered by Workers' Compensation Insurance maintained by the Law Enforcement Agency, and the Law Enforcement Agency will maintain public liability insurance coverage on the police officer assigned to the District during the term of this Contract.

4. Certification

The SRO will be certified by the State of Ohio and meet all Ohio Peace Officer requirements as set forth by the Ohio Peace Officer's Training Academy.

5. Assignment and Schedule

- a. The SRO shall be assigned to the District's schools for the 2019-2020 school year. The SRO shall be assigned to the schools for one hundred eighty-five days (185) school days in accordance with the Board's school calendar. The days to be worked and the hours of work per day shall be scheduled by the District Superintendent or designee.
- b. The SRO's assignments shall be at the sole discretion of the District. The District will have priority for SRO services during all District events. Unless express consent is given by the Superintendent, the SRO will not be released from his/her assigned duties with the District in the event additional officers are needed during a critical incident or natural disaster.

6. Goals

- a. Ensuring a safe learning environment for all children and adults who enter the building.
- b. Preventing and reducing potential harm related to incidents of school violence.
- c. Fostering a positive school climate based on respect for all children and adults in the school.
- d. Promoting a visible positive image of law enforcement interaction students, teachers, staff and the school community.

- e. Providing a safe and secure educational environment.
- f. Providing role models and developing a positive image for law enforcement among the student body
- g. Developing a mutual partnership to work with faculty and staff to create a well-rounded atmosphere within the school buildings and on school grounds.

7. SRO Background/Expertise

- a. College or degree coursework – Since the SRO may be instructing in elementary/middle/high school classes, a college education would be beneficial and preferred.
- b. Experience as a police officer and commitment to student well-being – The SRO must have an understanding of child and adolescent development. Experience working with youth and an interest in student success, juvenile justice, child and adolescent psychology, and creating a positive school climate are beneficial.
- c. Successful performance – It is preferred that candidates have proven performance as reflected by prior performance evaluations and are free of significant disciplinary action.
- d. Prior to entering service as an SRO, the officer shall complete a basic training program approved by the Ohio Peace Officers Training Commission, as described in O.R.C. §109.77(B).

8. Professional Development

Any SRO must complete a minimum of 40 hours of specialized SRO training within one year after appointment. This training should focus on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods and must be provided by one of the following entities, as approved by the Ohio Peace Officers Training Commission:

- a. The National Association of School Resource Officers;
- b. The Ohio School Resource Officer Association; or
- c. The Ohio peace officer training academy.

9. Roles, Responsibilities, and Expertise of the SRO

- a. The SRO is to perform all police functions, exercise police power, and render such police assistance and services as the District may require for any of the schools to create and maintain safe, secure, and orderly learning environments for students, staff, and the public. Specific daily assignments to accomplish this function will vary by school.
- b. Maintain communication and positive relationships with parents, students, and teachers, and serve as a positive role model to students.
- c. Coordinate investigative procedures between law enforcement and school administrators, and implement such procedures as needed.
- d. Wear law enforcement agency issued uniform at all times, or other apparel approved by the providing agency.
- e. Maintain high visibility throughout the campus but is unpredictable in their movements.
- f. Confer with the building principal and District administrators to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
- g. Attend school special events as needed outside of normal school day working hours, and notify the school principal or his/her designee if it is necessary for the SRO to be off campus during scheduled hours. The Board may make requests for such use of the SRO directly to the SRO. If the SRO is unavailable, an SRO shall be scheduled for the special event through the Law Enforcement Agency.
- h. Provide information concerning questions about law enforcement topics to students and staff, and advise students, staff, and faculty as needed.
- i. Develop expertise in meeting federal and state mandates in drug abuse prevention education and provide presentations at the request of the school personnel in accordance with the established curriculum.
- j. Provide supervised classroom instruction on a variety of law-related education and other topics deemed appropriate and approved by school administrators, as directed.

10. Roles and Responsibilities of the District

- a. The District shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
 - (1) Office space that is acceptable to the participating law enforcement agency and includes a location for files and records which can be properly locked and secured.
 - (2) The opportunity to provide input regarding criminal justice problems relating to students.
 - (3) The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
 - (4) All necessary technology and equipment generally made available to the members of the District's professional staff, including access to a computer and printer.
- b. The District shall annually complete a performance review of the SRO and provide the SRO with feedback regarding his/her job performance. The results of this review will be shared with the Law Enforcement Agency.

11. Roles and Responsibilities of the Law Enforcement Agency

The Law Enforcement Agency shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- a. The necessary police equipment and supplies to be used by said police officer in the performance of the MOU.
- b. A motor vehicle. The Law Enforcement Agency shall bill the Board on a monthly basis for the required maintenance, fuel, and insurance for the vehicle.
- c. The official uniform of the Law Enforcement Agency. The Law Enforcement Agency shall bill the Board for the cost of the uniform.

12. Criminal Activity Versus School Discipline and Searches

The SRO has the authority to issue warnings, make arrests, and use alternatives to arrest at his/her discretion while being mindful of the parties' common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role.

- a. School staff will contact the SRO to inform him/her of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity he/she observes on the school campus.
- b. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), 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.
- c. 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.
- d. Violations of the student code of conduct or school rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO should not directly intervene unless the situation directly affects an imminent threat to health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. 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.
- e. 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 may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.
- f. The SRO 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)/guardian(s).

- g. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical. Unless there is a justifiable reason not to, 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.
- h. When requested, the SRO may standby to keep the peace and/or to maintain safety while District administration conducts a search of person(s), property or vehicle(s).
- i. School Administration shall not question, interview or interrogate student(s) regarding possible criminal conduct, on behalf of or as agents for the SRO. If the SRO, acting under scope of his/her duties as an SRO participates in an interrogation of a student or gains information which may be used against a student in a judicial proceeding, the SRO will follow all state and federal laws regarding arrest, search, seizure and interrogation of student(s).
- j. No body camera will be used by the SRO unless he/she is making an arrest or investigating the commission of a crime, or permission to use the body camera has been granted by the building principal.

13. Crisis Planning and Incidents

The District and the Law Enforcement Agency will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the District should be adhered to.

The SRO shall be familiar with the emergency operations Crisis Plans of the District. During crisis incidents occurring on District property the SRO will act as a liaison between the District Administration, the Sheriff's Office and other emergency resources. The SRO will participate in any crisis incident training or School District Safety Planning meetings conducted during the SRO's regularly scheduled shift, including coordinated crisis planning and the updating the District's crisis plans and shall consult with local law enforcement officials and first responders when assisting the District in the development or updating of its emergency management plan.

14. Breach

If either party breaches a provision of this MOU, the non-breaching party shall provide the breaching party with written notice of said breach. If the breach is remedied within thirty (30) days of receipt of the breach notice, said notice shall be void. If the breach is not remedied within thirty (30) days of receipt of the breach notice, the non-breaching party shall have the right to terminate this MOU

upon expiration of said remedy period. If this MOU is terminated due to a breach, the breaching party shall be liable for all damages, including but not limited to any documented and verifiable incidental and consequential damages incurred as a result of said breach. However, neither party shall be responsible to the other for any loss or failure to perform its respective obligations under this MOU when such loss or failure is caused by conditions beyond the party's control, such as fire, explosion, water, act of God, civil disorder or disturbance, labor dispute, vandalism, war, riot, sabotage, weather or energy related closing, governmental regulations, or other similar causes.

15. Termination Other than for Breach

Either party may terminate this contract for any reason not set forth above by providing the other party with written notice of its intent to terminate within thirty (30) days prior to the date of termination.

16. No Waiver

No failure of a party to exercise any power reserved to it by this MOU or to insist upon strict compliance by the other party with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of a party's right to demand strict compliance with any of the terms of this MOU. Waiver by a party of any particular default shall not affect or impair a party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that party of any right hereunder, or of its right upon any subsequent breach or default to terminate this MOU prior to the expiration of its term.

17. Amendment

This Memorandum of Understanding may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by the parties.

18. Assignment

No party may assign or otherwise transfer, voluntarily or by operation of law, this MOU without the prior written consent of the other party.

19. Entirety

This MOU contains the entire agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior agreement or similar type of agreement between the parties, oral or written, is hereby superseded and terminated.

20. Governing Law

The laws of the State of Ohio shall govern the validity, performance, and enforcement of this MOU.

21. Severability

Each article, paragraph, provision, term, and condition of this MOU, and any portions thereof, shall be considered severable. If, for any reason, any portion of this MOU is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this MOU shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.

22. Section Headings

The section headings contained in this Memorandum of Understanding are for convenience of reference only and shall not affect the meaning or interpretation of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date first written above.

LAW ENFORCEMENT AGENCY

By: William R. Johnson

By: _____

ASHTABULA AREA CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: Willie Ape
Board President

By: [Signature]
Treasurer

Ashtabula Area City Schools

2019-2020 School Calendar



TOGETHER –
Preparing EVERY Student
for Future Success.

AUGUST 2019					SEPTEMBER 2019					OCTOBER 2019					NOVEMBER 2019					
Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	
			1	2	2	3*	4	5	6		1	2	3	4					1	
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11	4	5*	6	7	8	
12	13	14*	15*	16	16	17	18	19	20	14	15	16	17*	18*	11	12	13	14	15	
19	20	21	22	23	23	24	25	26	27	21	22	23	24⊙	25	18	19	20	21	22	
26	27	28	29	30	30					28⊙	29	30	31⊙		25	26	27	28	29	
1st Quarter 41 – Instructional Days 1 – Orientation Day 1 – Preparation Day 1 – PD Day 1 – PD/Records Day Aug 14 Orientation Day Aug 15 Preparation Day Aug 19 Student's First Day					Sept 2 Labor Day – No School Sept 3 PD Day – No School					Oct 11 NEOEA Day - No School Oct 17 End of 1 st Nine Weeks Oct 18 PD/Records Day - No School Oct 24 P/T Conference PreK (9 – 8:30) Oct 24 P/T Conference K-2 (3 – 8:30) Oct 24 P/T Conference 3-6 Oct 24 P/T Conference 7-12 (3:30-6:30) Oct 28 P/T Conference 3-6 Oct 31 P/T Conference 7-12 (3:30-6:30)					Nov 5 PD Day – No School Nov 27 Conference Comp. Day - No School Nov 28 - 29 Thanksgiving Break - No School 2nd Quarter 41 – Instructional Days 1 – P/T Conference Comp. Day 1 – Records Day 1 – PD Day					
DECEMBER 2019					JANUARY 2020					FEBRUARY 2020					MARCH 2020					
Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	
2	3	4	5	6			1	2	3*	3	4	5	6	7	2	3	4	5	6	
9	10	11	12	13	6	7	8	9	10	10	11	12	13⊙	14	9	10*	11	12	13*	
16	17	18	19	20*	13	14	15	16	17	17	18	19	20⊙	21	16	17	18⊙	19⊙	20	
23	24	25	26	27	20	21	22	23	24	24	25	26	27	28	23	24	25	26	27	
30	31				27	28	29	30	31						30	31				
Dec 20 End of 2 nd Nine Weeks Dec 23 - Jan 2 Winter Break – No School					3rd Quarter 47 – Instructional Days 1 – PD Day Jan 1-2 Winter Break – No School Jan 3 Records Day - No School Jan 20 M.L. King Jr. Day - No School					Feb 13 P/T Conference K-2 (3-8:30) Feb 13 P/T Conference 3-6 Feb 13 P/T Conference 7-12 (3:30-6:30) Feb 17 Presidents Day - No School Feb 20 P/T Conference 3-6 Feb 20 P/T Conference 7-12 (3:30-6:30)					Mar 10 PD Day – No School Mar 13 End of 3 rd Nine Weeks 4th Quarter 46 – Instructional Days 1 – P/T Conference Comp. Day 1 – PD/Records Day Mar 18 P/T Conference PreK (8-5:30) Mar 19 P/T Conference PreK (8-5:30) Mar 23 - 27 Spring Break – No School					
APRIL 2020					MAY 2020					JUNE 2020					KEY					
Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri						
		1	2	3					1	1	2	3	4	5	⊙ = No School					
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12	⊙ = Parent Conferences					
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19	★ = In-service/Records Day/PD No School for students					
20	21	22	23	24	18	19	20	21	22	22	23	24	25	26	* = End of Grading Period					
27	28	29	30		25	26	27	28*	29*	29	30				⊙ = P/T Comp Days					
Apr 10 Good Friday – No School Apr 13 Conference Comp. Day - No School					May 25 Memorial Day - No School May 26 Graduation Day May 28 Last Student Day/ End of 4 th Nine Weeks May 29 Last Staff Day-PD/Records No School					175 Instructional Days 3 PD/Records Days 3 PD Days 2 P/T Comp Days <u>2 Days (Orientation/Prep)</u> 185 Contract Days					Should Calamity Days cause the district to fall under the required number of hours, make-up days will be scheduled as needed following the last day of school.					