

RECORD OF LEGISLATION

No. 07-35-2026

Passed 7-14, 20 26

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CIRCLEVILLE CITY SCHOOL DISTRICT FOR THE SERVICES OF TWO (2) SCHOOL RESOURCE OFFICERS AND DECLARING AN EMERGENCY.

WHEREAS, the Circleville Police Department and the Circleville City School District have agreed upon the hiring of two (2) School Resource Officers for the purpose of providing a positive police presence in the Circleville City School District; and

WHEREAS, a Memorandum of Understanding has been created to outline the costs, duties and responsibilities of the School Resource Officers; and

WHEREAS, Council, having reviewed the Memorandum of Understanding, deems it desirable and in the best interests of the health, safety, and welfare of the citizens of Circleville to authorize the Mayor to enter into said MOU with the Circleville City School District to facilitate the placement of two (2) School Resource Officers in their facilities for the upcoming 2026-2027 school year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CIRCLEVILLE, PICKAWAY COUNTY, OHIO, AS FOLLOWS:

SECTION I. That the City, through the office of the Mayor, is hereby authorized to execute a Memorandum of Understanding with Circleville City School District, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, for the placement of two (2) School Resource Officers at school facilities within the City of Circleville for the school year 2026-2027.

SECTION II. That the total cost of hiring two (2) School Resource Officers (SRO'S) for the full school year start or any part thereof shall be calculated by the Auditor pursuant to Paragraph XI of the MOU and the Auditor is hereby authorized to appropriate funds necessary to compensate said SRO'S from Safety Forces .5% Tax Fund 212. The Circleville City School District shall reimburse the City for these costs per the formula also set forth in Paragraph XI of the attached MOU.

SECTION III. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the citizens of the City of Circleville; the emergency being the necessity to enter into a Memorandum of Understanding with the Circleville City School District for the utilization of two (2) School Resource Officers (SRO'S) at their facilities during the 2026-2027 school year, wherefore, this ordinance shall be in full force and effective immediately upon its passage.

PASSED: 7-14-2026
DATE

Sheryl L. Davis
PRESIDENT OF COUNCIL
Pro Tempore

ATTEST: Melinda J. Ma
CLERK OF COUNCIL

APPROVED: 7-15-2026
DATE

Nichelle Y. Blanton
MAYOR

APPROVED AS FORM:

Kendra C. Kinney
KENDRA C. KINNEY - LAW DIRECTOR

RECORD OF LEGISLATION

No. _____ Passed _____, 20 ____	

SCHOOL RESOURCE OFFICER CONTRACT
2026-2027

This Agreement made this _____ day of _____, 2026, between the Circleville Police Department, Chief of Police hereinafter referred to as "CHIEF", and the Circleville City School District Board of Education, Pickaway County, Ohio, hereinafter referred to as the "BOARD".

WITNESSETH

WHEREAS, the Board is desirous of acquiring two (2) School Resource Officers for the Circleville City School District, Pickaway County, Ohio; and

WHEREAS, the Board has determined that security services are beneficial to the students and the staff of the Circleville City School District, Pickaway County, Ohio; and

WHEREAS, pursuant to Section 3313.95 and 3313.951 of the Ohio Revised Code, the Chief may enter into a contract with the Board to render any police service to the contracting Board; and

WHEREAS, the Board and the Chief pursuant to Section 3313.95 and 3313.951 of the Ohio Revised Code, desire to enter into such an agreement,

NOW, THEREFORE, BE IT AGREED by and between the Board and the Chief as follows:

1. The Chief will provide two (2) officers, eight (8) hours a day to the Circleville City School District for the one hundred seventy-six (176) student school days per year during the 2026-2027 school years. In addition, the officers shall be paid for ten (10) in-service training or additional safety and security training days related to his/her SRO position.

The officers shall each have a patrol vehicle exclusively available to the officers during the on-duty hours to keep the peace, protect the property and perform other necessary police functions.

2. The Chief will provide two (2) equipped marked patrol cars.
3. The officers and equipment hereby under contract will, at all times, be under direct supervision of the Chief, and subject to the rules, regulations, policies and collective bargaining agreement of the office of the Circleville Police Department, the laws of the State of Ohio, and the United States Government. It is mutually agreed that the specific duties of the officers will be formulated by the Superintendent of Schools or his/her designee subject to the final approval of the Chief, so as to most effectively cope with the security needs of the school district.
4. The hours of service of the officers under terms of this contract shall be established by mutual agreement between the contracting parties based on the above stated security needs.
5. The contract period shall be from 2026-2027.

6. Funding effective until 12/31/2026 and then the City will keep the Board apprised of the Union Compensation effective 1/1/2027. The Circleville City School District shall be responsible for 65% of all salary and benefits for the SRO. Wages are determined by Union Agreement, and the School will be provided with such agreements and wage requirements.

The assigned parties agree to meet annually to review costs and may mutually agree to make adjustments as needed. Any amendments shall be written and executed by both Parties.

7. The Board agrees to pay the Chief for additional overtime requested by the Circleville City School District during the 2026-2027 school years. A separate invoice, with supporting documentation, will be mailed to the Circleville City Schools Board of Education after the school year ends.
8. The Chief reserves the right to use the aforesaid officers in an emergency or emergencies as he sees fit. In the event the Chief utilizes the officers on a day when the officers were otherwise assigned to the Circleville City School District, the Chief will either provide substitute officers or provide the School District with a pro-rata refund for the amount of time the School District was without the services of the officers.
9. The services of the officers hereunder will be provided pursuant to the Memorandum of Understanding between the Parties, which is attached hereto and incorporated herein by reference.

Termination of the Agreement prior to the above written date requires ninety (90) day written notice by either party. In the event of termination, the Chief shall provide a pro-rata refund to the School District for any period of time for which payment was made by the School District, but services were not rendered.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed the day and year first written above.

BY: _____
Dr. Kimberly Halley
Superintendent, Circleville City School District

BY: _____
Michelle L. Blanton
Mayor, City of Circleville

BY: _____
Kenny Fisher
Chief of Police, Circleville Police Department

School Resource Office

Memorandum of Understanding

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into by and between the **City of Circleville Police Department ("City")** and the **Board of Education of the Circleville City School District ("Board" or "School District")** for the **2026-2027 school year**.

WITNESSETH

WHEREAS, the City and School District desire to enter into an agreement for the hiring and use of a School Resource Officer ("SRO"); and

WHEREAS, the School District and the City now desire to set forth in this MOU the specific terms and conditions of the services to be performed and provided by the SRO.

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Pursuant to Ohio Revised Code Sections 3313.95 and 3313.951, this document will serve as the written agreement between the City and the Board. This agreement clarifies the purpose of the School Resource Officer Program ("SRO Program") and roles and expectations between the participating entities along with establishing the needed commitment and support from both institutions. This document also provides a series of guidelines and policies for the SRO Program.

I. PURPOSE

This MOU establishes and delineates the mission of the SRO Program as a Joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will assist in building a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment, and seek to decrease the number of students formally referred to the juvenile justice system.

II. MISSION

The mission of the SRO Program is to promote school safety by building a positive school climate. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program aids in this mission by supporting safe, secure, and orderly learning environments for students, teachers, and staff. The SRO will establish a trusted 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. The SRO will serve as a positive role model to instill in students' good moral standards, good judgment and discretion, respect for other students, and a concern for the school community. The SRO 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, and the community in order to promote overall student achievement and success.

III. GOALS OF THE SRO PROGRAM

Goals and objectives are designed to develop and enhance rapport between students, families, police officers, school administrators, and the community in order to promote overall student achievement and success. The SRO Program goals include:

- A. To ensure a safe learning environment for all students and adults who enter the building;
- B. To prevent and reduce potential harm related to incidents of school violence;
- C. To foster a positive school climate based on respect for all students and adults in the school; and
- D. To create partnerships with behavioral health and other care providers in the community for student and family referrals.

IV. ROLES OF THE SRO PROGRAM

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 the following three overall roles: 1) law enforcement; 2) fostering positive school climate and crime prevention; and 3) education, including drug use prevention education.

A. Law Enforcement

The SRO is primarily responsible for 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. Parents, students, teachers, and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, not the SRO.

While law enforcement is the role of the SRO, alternatives to arrest will be used whenever possible, and the arrest of a student will be a measure of last resort. The SRO's discretion to act remains the same as that of any other police officer.

B. Fostering Positive School Climate and Crime Prevention

One of the primary roles that the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students, and will strive to build a school culture of open communication and trust between and among students and adults by focusing on the SRO 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; facility security checks; 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. The SRO may also complete security surveys analyzing the physical safety of school property and facilities.

C. Education

The SRO 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 students, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

V. ORGANIZATIONAL STRUCTURE

A. Composition

The SRO Program will consist of full-time City Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the City Police Department, the District, and by applicable law including Ohio Revised Code §3313.951. The SROs shall be employees of the City and are subject to all policies and procedures and collective bargaining agreement of the City Police Department, the City, and the Union. If the Superintendent is dissatisfied with an assigned SRO, then the Superintendent or their designees and the Chief of Police or their designees shall discuss options available concerning the assigned SRO and appropriate measures that need to be taken. Additionally, SROs shall be subject to all applicable state and federal laws and policies and procedures of the District. This is special assignment as determined by the Chief. Officers still remain classed as they are recognized by Union Agreements.

B. Officer Recruitment & Selection

School officials 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 SRO is completed by the law enforcement agency/City.

The SRO shall meet three general criteria:

- 1. Experience as a police officer** - The SRO shall have a minimum of two (2) years of experience as a police officer. The SRO shall have and maintain all required training, certifications, and qualifications of the City Police Department.
- 2. Successful performance** - The SRO shall have proven performance as reflected by prior performance evaluations. The SRO shall be free of significant disciplinary action. Complaints against the SRO shall follow the

normal complaint process of the City Police Department and include notice to the appropriate school administrators.

3. **College degree or related college coursework preferred** - The SRO is in an educational atmosphere and will be instructed in elementary/middle/high school classes. To increase credibility in this area a college education is beneficial and preferred.
4. **Commitment to community and youth well-being** - The SRO shall have experience working with youth and an interest in student success and juvenile justice, an understanding of child and adolescent development and psychology, and the desire to create a positive school climate. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff, as critical for the well-being of the community.

C. Training Requirements

As the SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code §3313.951 and that covers responsibilities and limitations of the SRO, Ohio school laws, this MOU, 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 an SRO into a positive school environment.

In addition, it is recommended that an SROs receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, positive behavior intervention and supports (PBIS), and cultural competence.

VI. TERM

This MOU shall commence on August 1, 2026, and terminate on July 31, 2027. This MOU may be extended by mutual written agreement of the Parties. This MOU may be opened any time upon agreement of the Parties to modify the agreement based on changes to State and Federal laws, case laws, and local Police Department policy & procedures.

VII. OPERATIONAL PROCEDURES

A. Chain of Command for the SRO

The SRO shall be ultimately accountable to the City Police Department chain of command and shall at all times remain an employee of the Circleville Police Department. The SRO shall cooperate with the school officials, including administrators and faculty and abide by school policy (including school policies related to interrogation or searches by law enforcement), unless contrary to local,

state, or federal laws. However, while at the school, the SRO will be additionally accountable to the Superintendent and principal or their designee. The SRO is expected to cooperate with the school officials, including administrators and faculty. The SRO will abide by school policy and applicable laws and respond to the requests of school officials. Responsibility for the conduct of the SRO shall remain with the Circleville Police Department and the Circleville City School District acknowledges that the SRO remains responsive to the command of the Circleville Police Department. Notwithstanding anything herein to the contrary the SRO remains an employee of the Circleville Police Department and in no event shall any employee of the Circleville Police Department's Office, including the SRO, be considered an employee of the Circleville City School District. The SRO's activity in the school is guided by the following procedures and supervision, and evaluation shall be provided by the Circleville Police Department, with input from the Circleville City School District, to effectively support SROs efforts and monitor their progress.

B. SRO Duties

The primary functions of the SRO are to provide a safe and secure learning environment, provide drug and alcohol prevention counseling, foster a positive school climate, reduce 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, the SRO will 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. 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. Provide information concerning questions about law enforcement topics for students and staff;
4. Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills;
5. Handle initial police reports of crimes committed on campus when appropriate and at the discretion of the SRO;
6. Take enforcement action on criminal matters when appropriate and after consultation with school administrators;

7. Attend school special events as needed;
8. Prepare lesson plans as necessary for the instruction provided;
9. Collect data on SRO activities as required by the City Police Department but in accordance with all applicable School District policies and student laws; and
10. Coordinate investigative procedures between police and school administrators.

C. SRO Uniform

Normally, the SRO shall be in their assigned police uniform. Uniform options are available for the SRO depending on the activity involved. Any additional uniforms must be approved by the City Police Department.

D. SRO Daily Schedule and Assignments

To be determined by the commanding officer and the school administrators consistent with MOU.

E. SRO Absence/Substitution

The District and City Police Department will develop and agree on a protocol for assigning and using substitute SROs when regular SROs are unavailable. Substitute SROs should, at a minimum, have the same requisite experience as regular SROs and, ideally, should have had some training in child development, trauma, and conflict resolution in the school environment. In the event of an absence, a substitute SRO will be assigned to the Circleville City School District during the period of the SRO's absence.

F. SRO Special Events

Participation/attendance by the SRO at Special Events will be determined by the commanding officer and the school administration consistent with the MOU.

G. Summer Activity, School Breaks and Holidays

SROs will report to Police Command Staff and operate under their direction for any special assignments or duties. While SROs are not part of general road patrol staffing levels and are not assigned regular road patrol duties, they may be utilized at the discretion of Command Staff to augment road patrol operations when necessary. This may include, but is not limited to, staffing shortages resulting from call-offs, vacations, training, or other personnel needs.. SROs should accomplish as much of the recommended training as possible during the summer months when school is not in session.

H. SRO Role in Responding to Criminal Activity

One of the roles of the SRO, as a law enforcement officer, is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at

their discretion. The SRO, however, performs their duties 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:

1. School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the on the school campus. SROs and school officials shall discuss and agree on what levels of violent activity would prompt school officials to notify the SROs. This information will be conveyed to all school staff. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.
2. 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 at the SRO's discretion, but should be evaluated on a case-by-case basis. The SRO may consult school officials, but the final decision shall rest with the SRO. The SROs powers to arrest will be governed by the Ohio Revised Code.
3. The SRO and school officials shall put into place plans such as deescalation techniques, conflict resolution, and restorative justice practices to serve as an alternative to arrest, which will be distributed to school staff.
4. The SRO shall abide by applicable Board policies.

I. SRO Role in School Policy Violations

The SRO is not a school disciplinarian and violations of the student code of conduct or school rules that are not criminal or delinquency matters should always be handled by school faculty and staff, not the SRO. The SRO should not directly intervene unless the situation is an imminent threat to the health, safety, or security of the student, another person, or the school and will employ deescalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO shall 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/Code of Conduct and Athletic Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

J. Data Collection

SROs should submit a monthly activity report to the Superintendent of Schools, building principals, and his/her Chief of Police. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students (when there was an arrest or criminal citation issued) and/or staff involved, student searches, arrests, citations and/or summons issued,

and other referrals to the juvenile justice system (contact the Ohio School Resource Officers Association for sample reports).

The school can request the school activity reports from the City Police Department at any time, and this shall be facilitated as quickly as possible.

K. Sharing of Information and Confidentiality

Notwithstanding the following, sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, City Police Department Policy, District Policy, and other local, state, or federal laws.

1. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
2. When able and allowed by City Police Department policies and privacy considerations, the SRO can share information with school administration regarding students and violations of school policies in the Circleville City School District.
3. If a juvenile is an uncharged suspect in a crime, his/her information shall not be released unless authorized by a supervisor of the City Police Department, and in accordance with Ohio law.
4. If the SRO is aware of information on a student that is officially obtained by the Circleville 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. Similarly, if the SRO is aware of information on an employee that is officially obtained by the Circleville Police Department, which reflects that the employee is in violation of school policies, the educator code of conduct, and/or Ohio law, the SRO will forward that information to the appropriate administrator or their designee.
5. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the City Police Department 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 will alone, not be the basis for any formal action by the Circleville 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 City limits shall be relayed to the police department of jurisdiction.

8. When any felony occurs or any crime that prompts a Public Information Officer (PIO) 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. Law enforcement officials may need 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. Access will be granted in emergency situations if the disclosure is necessary to protect the health or safety of the student or other individuals, consistent with the requirements set forth in 34 CFR 99.31(a)(10) and 99.36.
10. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws, including but not limited to the Family Education Rights and Privacy Act of 1974 ("FERPA") (20 U.S.C. §1232g; 34 C.F.R. Part 99) and the Individuals with Disabilities Education Improvement Act ("IDEA"). Student information and their educational records shall remain confidential to the maximum extent allowed by law. Unauthorized disclosure of confidential information in violation of FERPA, IDEA or Ohio law shall be a material breach of this MOU and may provide cause to terminate the MOU, upon such occurrence, regardless of any other provision in this MOU. The provisions of this section shall survive the expiration of this MOU. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation; and the extent to which time is of the essence. Otherwise, education records will only be provided to the SRO pursuant to a court order or lawfully issued subpoena or other exception allowed by FERPA. Records created by the SRO, including incident reports, are not considered educational records of students. With prior approval of the Superintendent or designee, SROs may access security surveillance cameras and can view the cameras in real time for purposes of maintaining health, welfare, and safety of the school. All video recordings are the property of the School District and only School District personnel may download recordings or make copies of the recordings. Whenever the City requires a copy of the video footage, a request must be made via subpoena to the School District.

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

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 or delinquent act and the search is reasonable in its scope. The SRO 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, public, 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 or permitted by law.

1. Strip searches of students by the SRO are prohibited.
2. Unless there is a serious and immediate threat to students, teachers, school, or public safety or authorized by law, the SRO shall not initiate or participate in other physically invasive searches of a student.

M. SRO Limits on Interrogations and Arrests

1. Interrogations

- a. The SRO may participate in the questioning of a student about conduct that could result in criminal charges or delinquency proceedings only after informing the student of his or her Miranda rights in age-appropriate language and attempting to contact the student's parent(s) or guardian(s) and after complying with the Board's policy regarding interrogations. All interrogations will comply with Board Policy 5540.

2. Arrests

- a. Building principals and the Superintendent or his or her designee shall be consulted prior to an arrest of a student when practical. 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 school officials rather than criminal law issues warranting formal law enforcement intervention. Otherwise, the SRO retains authority over arrest decisions.
- b. 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.
- c. Unless there is serious and immediate threat to students, teachers, or public safety, SROs shall not use physical force or restraints on students.

N. SRO Role in Critical Incidents

The SRO will be familiar with the District's emergency operations manual. During critical incidents occurring when the SRO is present, the SRO shall act as a liaison

between school administration, police personnel, and other emergency resources, if practical.

O. SRO 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.

VIII. SCHOOL DISTRICT RESPONSIBILITIES

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

- A. Access to a properly lit private office, which shall contain a telephone and a secure computer and printer, which may be used for general business purposes;
- B. A location for files and records that can be properly locked and secured;
- C. A desk with drawers, chair, worktable, filing cabinet, and office supplies;
- D. The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives;
- E. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students;
- F. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays;
- G. The opportunity to provide input regarding criminal justice problems relating to students, if requested by the Superintendent, or designee.
- H. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct or Athletic Code of Conduct and other related materials as deemed appropriate;
- I. School staff designee for referrals for counseling and other school-based and/or community-based supportive services for students and families;
- J. SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.
- K. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.

- L. Provide guidance to teachers, administrators, and staff about when to directly involve the SRO with student misconduct and about available alternatives to arrest.

IX. CRISIS PLANNING

The District, the City Police and Fire Departments and the Pickaway County EMA 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.

Lock down drills shall be included as part of the District's preparedness plan. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO shall also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training.

X. REVIEWING THE MOU AND THE SRO PROGRAM

The assigned Parties shall meet and review the MOU and the SRO Program annually and may mutually agree to make amendments as needed. Any amendments shall be written and executed by both Parties.

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

XI. PROBLEM RESOLUTION

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Circleville City School District and the Circleville Police Department or their designees.

XII. FUNDING-Effective until 12/31/2026 and then the City will keep the School apprised of the Union Compensation effective 1/1/2027.

The Circleville City School District shall be responsible for 65% of all salary and benefits for the SRO. Wages are determined by Union Agreement, and the School will be provided with such agreements and wage requirements.

The assigned parties agree to meet annually to review costs and may mutually agree to make adjustments as needed. Any amendments shall be written and executed by both Parties.

XIII. MISCELLANEOUS

A. Insurance

The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The parties shall each name the other as an

additional insured and certificates of insurance shall be exchanged between the parties.

B. Criminal Background Check

All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees.

C. Mandatory Reporting

All SROs employed under this MOU understand and acknowledge they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.

D. Entire Agreement

This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

E. This agreement has been reviewed by the OPBA for any provisions that would violate Union Agreements the City has with its officers.

F. Notice

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

City of Circleville
Chief Kenny Fisher
151 E. Franklin Street
Circleville, Ohio 43113
740-477-8231
kfisher@circlevillepolice.com

Circleville City School District
Superintendent Dr. Kimberly Halley
388 Clark Drive
Circleville, Ohio 43113
740-474-4340

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed the day, and year first written above.

BY: _____
Dr. Kimberly Halley
Superintendent, Circleville City School District

BY: _____
Michelle L. Blanton
Mayor, City of Circleville

BY: _____
Kenny Fisher
Chief of Police, Circleville Police Department