

**RESOLUTION NO. 19-2025**

**A RESOLUTION CONFIRMING, ADOPTING, RATIFYING AND  
AUTHORIZING THE MAYOR TO ENTER TO INTO AN AGREEMENT  
WITH THE PERRY LOCAL SCHOOL DISTRICT  
FOR THE EMPLOYMENT OF VILLAGE POLICE OFFICERS  
AS SCHOOL RESOURCE OFFICERS AND DECLARING AN EMERGENCY**

**WHEREAS**, Council has been advised that the Village has, since the 18<sup>th</sup> day of July, 2017 been a party to an agreement with the Perry Local School District that has provided for the employment of Village police officer(s) as School Resource Officers; and

**WHEREAS**, the Village and the District entered into a School Resource Officer Agreement on June 29, 2021 for the 2021-2022 to 2024-2025 School Years; and

**WHEREAS**, the Village and the District now wish to enter into an updated Memorandum of Understanding “MOU” for the 2025-2026 school year, and thereafter as further delineated in the MOU attached hereto as Exhibit A, a thirteen-page document made a part hereof; and

**WHEREAS** the Village and District share common goals of enhancing student safety, increasing the community’s understanding of law enforcement and strengthening the existing ties of communication and coordination between the Village and District for the benefit of the Perry Community; and

**WHEREAS** the Village has previously provided the services of School Resource Officers in the schools of the District – primarily at Perry High School (hereinafter referred to as “PHS”), at Perry Middle School and Perry Elementary in secondary status and at the District’s other schools in a tertiary order; and

**WHEREAS**, Council finds it to be in the best interests of the residents of the Village to adopt, confirm, ratify and authorize the aforesaid Memorandum of Understanding in accordance with the terms and conditions set forth therein.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE  
VILLAGE OF PERRY, COUNTY OF LAKE AND STATE OF OHIO, AS FOLLOWS:**

**Section 1.** That Council hereby adopts, ratifies, confirms, directs and authorizes the Mayor of the Village of Perry to enter into an agreement with The Perry Local School District for the employment of Village police officers as School Resource Officers for the period of the **2025-2026** school year and thereafter, in accordance with the terms and conditions outlined in the MOU attached as “Exhibit A”.

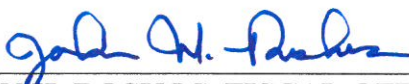
**Section 2.** That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to continually provide for the fair, reasonable and prudent administration of Village affairs. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry.

**WHEREFORE**, this Resolution shall be in full force and effect at the earliest possible date allowed by law.

  
\_\_\_\_\_  
JAMES GESSIC, MAYOR

ADOPTED: March 13, 2025

ATTEST:   
\_\_\_\_\_  
JOHN H. ROSKOS, FISCAL OFFICER

Rules Suspended  
FIRST READING 3/13/25  
SECOND READING \_\_\_\_\_  
THIRD READING \_\_\_\_\_

# **Memorandum of Understanding Between The Village Of Perry and The Perry Local School District**

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This Memorandum of Understanding (MOU) is being executed on April 15, 2025 by the below listed entities:

**The Village of Perry ("Village")**

**And**

**The Board of Education of the Perry Local School District ("Board" or "School District")**

**WITNESSETH:**

**WHEREAS**, the Village and the Board desire to enter into an agreement for the hiring and use of a full-time School Resource Officer/s (hereinafter "SRO"); and

**WHEREAS**, the Village and the Board wish to outline in this Agreement (hereinafter referred to as "MOU" or "Agreement") the specific terms and conditions of the services to be provided by the School Resource Officer (SRO). The term of this Agreement shall begin with the 2025-2026 school year and continue through the entire school year. Following the 2025-2026 school year, this MOU will automatically renew for each subsequent school year unless either party provides written notice of termination at least 120 days before the start of a new school year. For the purposes of this Agreement, a "school year" is defined by the Board of Education's approved Academic Calendar for the respective year.

**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 Village and the Board. This Agreement clarifies the purpose of the School Resource Officer program and the 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 School Resource Officer Program.

**I. PURPOSE**

This MOU establishes and delineates the mission of the School Resource Officer Program, (herein referred to as the "SRO Program"), as a joint cooperative effort. Additionally, this 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 students, families, police officers, school administrators, and the community 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 to promote overall student achievement and success. The SRO Program goals include:

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

## **IV. ROLES OF THE SRO PROGRAM**

The SRO Program is unique to the community, based on input from the school administration, teachers, faculty, students, families, and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate/ Crime Prevention
- 3) Education

**A. Law Enforcement Role** - The SRO is primarily responsible for law enforcement activities occurring at the School District during school hours, but not general student discipline (which is under the control of School District administrators). 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 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, subject to O.A.C. 3301-35-15, and other applicable laws and regulations.

**B. Fostering Positive School Climate/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, as well as 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 youth, 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 two (2) full-time Village of Perry Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Village of Perry Police Department and by applicable law including but not limited to Ohio Revised Code Section 3313.951.

The SRO shall be an employee of the Village of Perry and is subject to all policies and procedures of the Village of Perry Police Department and the Village of Perry. If there are any concerns regarding the assigned SRO, the Superintendent of the School District should direct those concerns to the Chief of Police. The Chief will review the matter and determine an appropriate course of action. Please be aware that any approved change in the assigned SRO by the Chief may be subject to delays due to staffing availability or the Police Department's coverage needs. The SRO shall remain an employee of the Village of Perry and is governed by all policies and procedures of both the Village of Perry Police Department and the School District, including Board policies. The SRO is also governed by all policies and procedures of the School District, including Board Policies on matters such as restraints, interrogations and searches.

## **B. Officer Recruitment & Selection**

The School Superintendent and the Village of Perry Police Department Chief 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 Village Chief of Police / Village of Perry.

The SRO shall meet the following general criteria:

- 1. Experience as a police officer** - The SRO should have a minimum of two years' experience as a police officer, be at least 21 years of age, and have experience with juvenile assignments. The SRO shall have and maintain all required training, certifications, and qualifications of the Village of Perry 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 and maintain physical fitness standards as established by the Village of Perry Police Department. Complaints against the SRO shall follow the normal complaint process of the Village of Perry Police Department and include notice to the appropriate school administrators, except as otherwise required by law. This process will be made known to parents and students through the School District's Student Handbooks.
- 3. College or degree coursework** - The SRO program is in an educational atmosphere and will be providing instruction in elementary/ middle/ high school classes. To increase credibility in this area, a college education would be beneficial and preferred.
- 4. Commitment to community and youth well-being** - The SRO shall have significant experience working with youth and an interest in student success and juvenile justice, an understanding of child and adolescent development and psychology, as well as the desire to create a positive school climate. The SRO shall prioritize his/her 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**

Within one year of entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code Section 3313.951 and that covers responsibilities and/or limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting, and integrating the SRO into a positive school environment.

In addition, it is recommended that the SRO 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 Behavioral Interventions and Supports (PBIS), as well as cultural competence.

## **VI. OPERATIONAL PROCEDURES**

### **A. Chain of Command for the SRO**

The SRO shall be ultimately accountable to the Village of Perry Police Department chain of command. The SRO shall cooperate with the school Superintendent, including administrators and faculty, as well as abide by School District policy - including School District policies related to interrogation or searches by law enforcement unless contrary to local, state, or federal laws. However, while at the school, the SRO additionally will be accountable to the Superintendent of the School District and the school principal. The SRO is expected to cooperate with school officials, including administrators and faculty. The SRO will abide by School District policy and applicable laws and respond to the requests of school officials.

### **B. SRO Duties**

The primary functions of the SRO are to provide a safe and secure learning environment, foster a positive school climate, reduce crime, serve as an educational resource, and serve as a liaison between the School District and the Village of Perry 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 to 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;
6. Take enforcement action on criminal matters;
7. Attend school special events as needed;
8. Prepare lesson plans as necessary for the instruction provided; and
9. Collect data on SRO activities as required by the Perry Village Police Department but in accordance with all applicable School District policies and student laws.

#### **C. SRO Uniform**

Normally, the SRO shall be in full Police Department uniform.

#### **D. SRO Daily Schedule and Assignments**

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

#### **E. SRO Absence/ Substitution**

The School District and Village of Perry Police Department will develop and agree on a protocol for assigning and using substitute SROs when the regular SRO is unavailable. Substitute SROs should, at a minimum, have the same requisite experience as the regular SRO and, ideally, should have had some training in child development, trauma, and conflict resolution in the school environment. If a regularly assigned SRO is absent, the School District's financial obligation will be adjusted to the substitute(s)'s appropriate daily rate for the period of time the regularly assigned SRO is absent. If the Police Department does not provide a substitute SRO for an absence, the School District's financial obligation will be reduced by the absent officer's daily rate for each day of absence. Any payment adjustments from the previous quarter will be reconciled and applied to the next payment. If all payments have been made to the Perry Police Department for the year, any amount owed to the district will be paid back to the district or applied to the first payment of the following year.

#### **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 this MOU.

#### **G. Summer Activity**

The SRO should accomplish as much of the required training as possible during the summer months when school is not in session. The SRO will spend the majority of this time on Village of Perry Police Department assignments.



## **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 his/her discretion. The SRO, however, performs duties mindful of the Parties' common goal of supporting student success and minimizing formal law enforcement actions in schools.

All school personnel shall report any acts or threats of violence or other criminal activity that creates a safety risk that occurs on the school campus to the SRO as soon as practical. Immediate notification to the Village of Perry Police Department headquarters shall be made for all life-threatening emergencies by dialing 911, the Lake County Central Communications Center.

The SRO, Perry Chief of Police, Superintendent, and school administration 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 by the school Superintendent and school administration. In turn, the SRO will inform school administration of all criminal activity that is observed on the school campus.

The following procedures will help the SRO be as effective as possible in this role:

1. For any offense on school property committed by students, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain 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.
2. The SRO and school officials shall utilize de-escalation techniques, restorative justice practices, and conflict resolution to serve as alternatives to arrest.
3. The SRO shall abide by applicable Board policies, including policies related to restraint, interrogations and searches of students.

## **I. SRO Role in School Policy Violations**

The SRO is not a school disciplinarian and violations of the Student Handbook/Code of Conduct or school's rules that are not criminal or delinquency matters should always be handled by school faculty and staff, not the SRO. The SRO shall 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 the SRO will employ de-escalation 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. The SRO will become familiar with the Student Handbook/Code of Conduct and Athletic Code of Conduct

but will not enforce the rules in these documents.

## **J. Data Collection**

The SRO should submit a monthly activity report to the Superintendent of the School District, 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 summonses issued, as well as other referrals to the juvenile justice system (contact the Ohio School Resource Officers Association for sample reports).

## **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, Village of Perry's Police Department Policy, School 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. If the SRO is aware of information regarding a student that is officially obtained by the Perry Village Police Department, which reflects that the student is in violation of school policies (Student Handbook/Code of Conduct or Athletic Code of Conduct), then the SRO shall forward that information to school administration.
3. If a juvenile is an uncharged suspect in a crime, then his/her information shall not be released unless authorized by the Village of Perry Police Department, and dependent upon review of the Solicitor for the Village of Perry.
4. Information the SRO obtains from school personnel which deals with criminal or possible criminal intelligence, including but not limited to any footage from school security cameras, shall be submitted in compliance with Village of Perry Police Department policy and applicable student privacy laws. The Parties understand and acknowledge that in accordance with applicable student privacy laws, the Village of Perry Police Department may need to obtain a subpoena for certain student information the SRO obtains from school personnel.
5. Hearsay information or rumors may be used in compliance with Village of Perry Police Department policy to validate or repudiate the need for further investigation.
6. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the Village of Perry limits shall be relayed to the police department of jurisdiction.
7. When any felony occurs or any crime that prompts a Public Information Officer (PIO) response from the schools or the Village of Perry, or if a school building is evacuated, the SRO shall contact his/her immediate supervisor as soon as possible.

8. The SRO shall have access to any public records maintained by the School District 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.

9. 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. §12329; 34 C.F.R. Part 99), Ohio Revised Code 3319.321, and the Individuals with Disabilities Education Improvement Act ("IDEIA"). 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, IDEIA 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 which 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. Police records created by the SRO, including incident reports, are not considered educational records of students. If the SRO participates as part of a threat assessment team, the resulting threat assessment shall be considered an educational record subject to student privacy laws.

10. The SRO shall collect and provide, as appropriate and in accordance with all applicable laws, data and information related to SRO activities (incidents, arrests, citations, etc.) to stakeholders in furtherance of the goals of the SRO Program.

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

The SRO will participate in a search of a student's person, possessions, locker, and/or vehicle only where there is probable cause to believe that the student is in possession of unlawful or dangerous items and/or 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 of the School District, in concert with the building principals, shall have final authority in the building.

The SRO will perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

1. Strip searches of students by the SRO are prohibited.

2. Unless there is a serious and immediate threat to a student, teacher, school, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

#### **M. SRO Limits on Interrogations and Arrests**

**1. Interrogations** - 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. Before the student(s) is (are) questioned as a witness to or suspect in an alleged violation of law, the building administrator shall attempt to contact and, if a parent requests, or parental contact has not been made, will request to be present in the room during the questioning.

#### **2. Arrests**

- a. Building principals and the Superintendent of the School District or his/her designee shall be consulted prior to an arrest of a student, when practical.
- b. 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.
- c. 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 by school administration.
- d. The SRO shall only use force or restraints on students in compliance with the law, including but not limited to OAC 3301-35-15, Board Policy and Perry Village Police Department policy.

#### **N. SRO Role in Critical Incidents**

The SRO will be familiar with the emergency operations manual of the Perry Local School District. 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 District and police personnel, should police involvement become necessary due to safety concerns.

## **VII. SCHOOL DISTRICT RESPONSIBILITIES**

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

1. Access to a properly lighted private office, which shall contain a telephone and a secure computer and printer, which may be used for general business purposes;
2. A location for files and records, which can be properly locked and secured;
3. A desk with drawers, chair, work table, filing cabinet, and office supplies;
4. The opportunity for the SRO to address teachers, school administrators, and student families about the SRO Program, goals, and objectives;
5. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students;
6. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays;
7. The School District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct or Athletic Code of Conduct and other related materials, as deemed appropriate;
8. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.
9. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families; and
10. Provide training to teachers, administrators, staff, and the SRO about when to directly involve the SRO with student misconduct and about available alternatives to arrest.

## **VIII. CRISIS PLANNING**

The Perry Local School District and the Village of Perry Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the School District should be adhered to.

Lock down drills shall be included as part of the School 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.

## **IX. REVIEWING THE MOU AND THE SRO PROGRAM**

The Parties shall meet and review this 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 Village of Perry Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the Student Handbook.

## **X. FUNDING**

The School District agrees to fully compensate The Village of Perry for the provision of services under the School Resource Officer (SRO) program. "Fully compensate" means the School District shall pay the Village of Perry 1,440 hours (180 days at 8 hours/day) of each SRO's annual compensation (i.e. salary, health benefits, retirement contributions, Medicare, and cost of required SRO training) less any necessary cost adjustments for absences, or other extenuating circumstances from the previous payment period. The Parties agree to meet annually to review and, if necessary, adjust the costs associated with the program. The Village will send invoices to the School District by August 1, November 1 and February 1 of each school year for the SRO services provided. The District shall pay each invoice within thirty (30) days of receipt.

## **XI. 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 Village of Perry 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 limits shall not be less than one million dollars (\$1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The Parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the Parties.

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

**C.** All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code Section 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.** Notice: Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

Village of Perry Police Department  
Perry Local School District



**XII. COMPLIANCE WITH LAW**

The Parties agree that during the Term of this MOU, if legislation is signed into law which has a material impact on the terms of this MOU, then the Parties will reopen this MOU to renegotiate its terms to be in compliance with such changes in law.

**XIII. PROBLEM RESOLUTION**

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

IN WITNESS WHEREOF, the parties have hereunto set their hands this 17 <sup>April</sup> day of 2025.

**SIGNATURE OF PARTIES & SIGNATURE DATE**



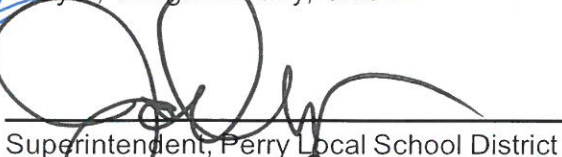
Chief of Police, Village of Perry, Ohio

4/17/2025  
Date



Mayor, Village of Perry, Ohio

4/17/2025  
Date



Superintendent, Perry Local School District

4/16/25  
Date



BOE President, Perry Local School District

4-15-25  
Date