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STARK COUNTY PROSECUTING ATTORNEY

July 28, 2025

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The Honorable Dave Yost
Ohio Attorney General
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Dear Attorney General Yost:

The Stark County Prosecutor's Office would like to request a formal opinion from your office relating to the issue of whether a non-home rule Township may enter into a contract with a chartered, non-public school to provide services for a School Resource Officer consistent with R.C. 3313.951. This issue has arisen because a chartered, nonpublic school located in Lake Township desires to have a School Resource Officer (SRO) for the upcoming school year. The neighboring Township has the capacity and willingness to provide such services. However, the Township seeks clarity on whether it has the authority to enter into such a contract and provide said services.

The Ohio Revised Code addresses SRO contracts, referred to as "Memoranda of Understand," in R.C. 3313.951, which states, in part:

(C)(1) If a school district decides to utilize school resource officer services, the school district and the appropriate law enforcement agency shall first enter into a memorandum of understanding that clarifies the purpose of the school resource officer program and roles and expectations between the participating entities. If a school district is already utilizing school resource officer services on November 2, 2018, the school district and the law enforcement agency shall enter into a memorandum of understanding within one year after November 2, 2018.

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The Honorable Dave Yost
Ohio Attorney General
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Throughout Chapter 33, School District is defined as a public institution. See R.C. 3313.376, 3313.64(A)(3); 3313.791(A)(2). See also 113.70, which defines a “school district” as a political subdivision. R.C. 5709.92 and 5748.01 also refer to school districts as public entities for taxing purposes.

There is a separate statute, 3313.95 which permits school districts and townships to enter into agreements to provide police services for drug and alcohol programs. However, once again, that is limited to “school districts.”

The statute lacks clarity as to whether the provision is intended to encompass chartered, nonpublic schools, or is limited to public school districts.

Title 5 of the Revised Code, which addresses Township authority, is silent on the matter. For Townships, the ability to provide police protection either with or without a contract appears to be limited to other political subdivisions. See R.C. 505.43, 505.49, 505.50, and 511.236. There is a statute which expressly permits Townships to provide police protection by contract to port authorities or Chautauqua assemblies, see R.C. 505.432.

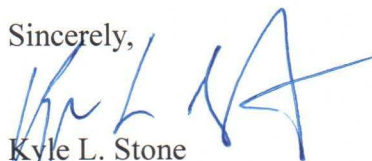
In Title 3, which addresses County Sheriff’s Office, there is a provision which addresses contracts with chartered, nonpublic schools. This section, R.C. 311.29, permits as follows:

1. A sheriff may enter into contracts with a chartered nonpublic school, located in the sheriff’s territorial jurisdiction, to provide community preventive education programs.
2. A sheriff may enter into contracts with a private institution of higher education, located in the sheriff’s territorial jurisdiction, to provide police services.

This appears to be exclusive to sheriffs and it is unclear whether “community preventive education programs” encompasses SRO contracts. This language was added to R.C. 311.29 by way of 2015 Ohio SB 3, and the analysis expressly limits this expansion of authority to Sheriffs only and is for drug prevention programs.

Therefore, the question is whether R.C. 3313.951 grants an Ohio Township the authority to enter into a Memorandum of Understanding to provide SRO services to a chartered, non-public school.

Sincerely,



Kyle L. Stone
Stark County Prosecuting Attorney