

USD 377

School Resource Officer

Memorandum of Understanding Agreement

This agreement is entered into this _____ day of _____, 2020, or otherwise stipulated between both parties, by and between the Sheriff of Atchison County, and Unified School District number 377, as follows:

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

- Purpose of Agreement:** The purpose of this agreement is for the Sheriff to assign a Deputy Sheriff to work in the schools in cooperation with the School District as a School Resource Officer (SRO). The Deputy Sheriff will work with school administrators in providing alcohol, drug, and other education, maintaining a peaceful campus environment and will take appropriate action regarding on-campus and school-related criminal activity. The main goal and objective of the SRO program is to reduce violent crimes that occur within the schools in this district and to have a better rapport between law enforcement, parents, teachers, and students.
- Term:** The term of this agreement shall be from _____, 2020 to _____, 2021, and will automatically renew for periods of one year after that, unless either party provides a written notice to end the agreement. An annual evaluation will be conducted for this program. Outside the regular school year and when schools are not in session and students are not present; the Deputy may perform regular law enforcement duties as directed by the Sheriff.
- Relationship of Parties:** The Deputy Sheriff assigned to the School Resource Officer duties with the District is an employee of the Sheriff, and shall be subject to the Sheriff's control and supervision. The assigned Deputy will be subject to current procedures in effect for Atchison County Sheriff Deputies, including attendance at all mandated training and testing to maintain Kansas Law Enforcement Officer Certification, as required by the Kansas Commission on Peace Officers' Standards and Training (KS – CPOST). This agreement is not intended to and will not constitute , create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this agreement.
- Responsibilities of Sheriff's Office:** Deputy Sheriff's assigned to duties of School Resource Officers shall:

- 4.1 Provide a program of educational leadership in addressing tobacco, alcohol, and other drugs, gangs, and violence diffusion, violence prevention, sexting, and safety issues in the school community, if requested or agreed upon by the School District.
 - 4.2 Present programs to parents on issues related to tobacco, alcohol, drugs, violence prevention, sexting, and safety, if so requested.
 - 4.3 Provide informational in-services for staff on issues related to alcohol, drug issues, violence, gangs, sexting, safety, security, and interpretation of related laws.
 - 4.4 The Deputy will gather and document, in writing, intelligence regarding potential problems such as criminal activity, gang activity, student unrest, and identify particular individuals who may be a disruptive influence to the school and / or students.
 - 4.5 When a crime occurs, the Deputy will take appropriate steps consistent with current procedures of the Office of the Sheriff.
 - 4.6 The Deputy will refer students and / or families to the appropriate agencies when a need is determined.
 - 4.7 The Deputy will not be assigned to Hall Monitor, Gym Monitor, Cafeteria Monitor, Classroom Monitor, or perform duties associated with those functions which may be assigned to regular employees of the District.
 - 4.8 Any officers deployed while implementing School-based Policing under the COPS Hiring Program award **cannot be involved in the administrative discipline of the students.**
 - 4.9 The Deputy's direct supervisor will be the Undersheriff
 - 4.10 The Deputy will be knowledgeable with the laws of the State of Kansas and will be responsible for making the law enforcement decisions in enforcing all applicable laws in compliance with the Kansas Criminal Code and the policies of the Office of the Atchison County Sheriff.
5. **Time and place of Performance:** The Office of the Sheriff will endeavor to have the Officer available for duty at their assigned school each day school is in session during the regular school year. The Sheriff is not required to furnish a substitute Deputy on days when the regularly assigned SRO is absent due to illness or Sheriff's Office requirements.

The SRO's activities will be restricted to their assigned schools except for:

- 5.1 Follow-up investigations as needed for assigned school-related criminal activity or student- related problems.
- 5.2 In response to off-campus but school-related activity.

5.3 In response to emergency call-out by the Office of the Sheriff.

6. **District Responsibilities:** The School District will provide the SRO a securable office and such equipment as necessary at their assigned schools. The District shall also provide specialized training and equipment related to the school, if needed. (The Office of the Atchison County Sheriff will provide a computer for use by the SRO.)
7. **Funding:** The Office of the Atchison County Sheriff, as part of its commitment to placing a Deputy Sheriff to act as a School Resource Officer, agrees to temporarily fund all costs associated with the placement of the officer. This is predicated on the belief that the School District, and the Office of the Sheriff, acting in good faith, will jointly seek funding, from either grants, or direct governmental budgeting, to fund the program in the best interest of the students, staff, parents, and community at large.
8. **Good Faith:** The School District, Sheriff of Atchison County, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Sheriff of Atchison County, or their designees.

Approved as to form:

Office of the Atchison County Sheriff's Signature

Jack Laurie, Sheriff

Date

Unified School District 337 Executive Signature

Andrew Gaddis, Superintendent

Date