

AGREEMENT BETWEEN THE

Spirit Lake Police Department and

The Lakeland Joint School District #272

for the

SCHOOL RESOURCE OFFICER (SRO) PROGRAM

THIS AGREEMENT is entered into this 30th day of September, 2024, by and between Spirit Lake Police Department ("SLPD"), a political subdivision of the State of Idaho and the Lakeland Joint School District #272 ("District"), a political subdivision of the State of Idaho.

RECITALS

WHEREAS, the School Resource Officer (SRO) program is a joint venture of the SLPD and the District; and

WHEREAS, the program has a character of "Community Policing," which includes collaboration with other agencies through enhancing communication and rapport; delivering prevention, intervention, and criminal justice education services; and maintaining safe learning environments.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the SLPD agrees to employ one SRO to perform the duties described in this agreement, according to the terms and conditions set forth below:

I. Purpose of the SRO Program

The SRO program will focus on providing security and protection on school grounds; developing rapport with students; presenting information to students on various crime prevention subjects; providing law enforcement assistance to school personnel, parents and students. Through such activities in the schools and the community, the program helps students, parents, and educators to develop a better understanding of the role of law enforcement officers and to create a more positive concept of the judicial system. The SRO will provide security and protection on school grounds and will take a proactive approach to work in preventing crimes from occurring within the school district. The SRO is not considered the disciplinarian for school policies and will follow the laws of the State of Idaho.

II. SRO Obligations

- a. The SRO will support students' education by working with classroom teachers including, but not limited to: classroom presentations, guest speaking, and modeling safety practices (safe winter driving, drug and alcohol education, mock crash, bike safety).
- b. The SRO will facilitate discussion through classroom based, small group-based, and individual sessions with students and hold conferences with parents pertaining to law enforcement. Non-law enforcement issues will be referred to the school principals, with SRO assistance as required.
- c. The SRO will build rapport and trust with students by maintaining a high level of visibility on campus during the regular school day and by attending school activities and other school and community programs. Such assignments will be included in the SROs' regular duties in order to avoid the need for overtime compensation.
- d. The SRO will be available to school administrators as an educational resource in understanding the application and enforcement of criminal laws.
- e. The SRO will act as a liaison with various community youth services agencies and work with school personnel on student referrals to these agencies.
- f. The SRO shall respond to emergency situations as requested by school administrators. The SRO shall respond to criminal activity, which is observed or suspected by the SRO or school staff, in a customary manner according to training and standard law enforcement techniques.
- g. The SRO's primary responsibility will be to carry out the purpose of the program as outlined in Section I when schools are in session during the regular academic year.
- h. The SRO shall be either in full deputy uniform or in dress deemed appropriate by the SLPD to include tactical pants or slacks, a collared polo shirt affixed with Department insignia, his badge and his weapon.
- i. The SRO's hours will be flexible, subject to the approval of the SLPD, in order to carry out the purpose of the program as outlined in Section I (a) above. The SRO remains an employee of the SLPD and as such are ultimately supervised, evaluated, and directed by the Spirit Lake Police Department.

III. SLPD Obligations

- a. The SLPD shall assign an officer to work as an SRO at Timberlake Middle School and Spirit Lake Elementary with priority given to Timberlake Middle School.
- b. SRO will work primarily during regularly scheduled school days. It is understood that there may be training needs or other instances when the SRO may work outside the school at the discretion of the Spirit Lake Police Department.
- c. SROs assigned pursuant to this MOU shall be made available to the District no later than one week prior to opening day of the regular school year.
- d. The SLPD shall provide SROs which have been certified as law enforcement officers through Idaho P.O.S.T. and shall have obtained the necessary training and skills customary for law enforcement officers.
- e. The SLPD will assign an SRO to fill vacancies at schools as necessary and as available. In the event the School Resource Officer is unavailable for an extended period of time, periodic coverage may be maintained by another officer. If coverage is not available for an extended period of time, the SLPD and District shall meet to discuss options.
- f. On days when schools are not in session, SROs will be assigned to duties by the SLPD.

IV. District Obligations

- a. The District shall provide the SRO with the following resources: An office in the schools during the regular school year suitable to allow for privacy in student/faculty communications; office equipment and supplies; telephone and other such materials as necessary for the SRO to carry out their assigned educational duties.
- b. On a school-day to school-day basis, the District principals shall work in cooperation with the SRO. The District shall provide training as required to the SROs on topics such as school discipline procedures, adolescence, and special needs.

VI. Planning Meetings

- a. The Spirit Lake Police Chief or designee and the Superintendent or designee of the District shall make themselves or their representatives available for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise in the administration and execution of this Agreement. On or before April 1, 2025, both parties shall meet to evaluate the program prior to deciding whether to continue.

VII. Consideration

- a. In consideration of all services hereinbefore described, the District agrees to pay the SLPD, and the SLPD agrees to accept in full payment therefore the amount of sixty-five (65%) of the annual salary of a full time officer salary and benefits for the SRO. The School District cost for the 24-25 school year is set at \$50,483.78. The District shall make equal monthly payments for services in October 2024 through June 2025. Each of the nine monthly installments shall be \$5,609.30, payable to Spirit Lake Police Department. Any changes to these dollar amounts should be communicated immediately and the MOU amended as necessary. For the 2024-25 school year, the funding for salary and benefits shall be reimbursed to Lakeland Jt. School District from the Idaho Department of Education per the parameters set forth in the SRO grand award. From the reimbursement

VIII. Term, Amendment, Renewal and Termination of Agreement

- a. The term of this Agreement shall remain in effect for the 2024-25 public school fiscal year.
- b. This Agreement may be amended or renewed in writing by consent of the SLPD and District as permitted by law.
- c. This Agreement may be terminated at any time in writing by mutual consent of the SLPD and the District. In addition, this Agreement may be terminated at any time by either party upon thirty (30) days written notice of the intent to terminate to the other party.
- d. Should this Agreement be terminated prior to the end of the school year, any remaining financial obligations will also be terminated for both parties.

VIII. Third Parties and Assignment

- a. This Agreement is for the sole benefit of the parties and no person or entity shall have any rights under this agreement as a third-party beneficiary. There shall be no assignment of the responsibilities and benefits created by this Agreement.

IX. Entire Agreement

- a. This document represents the entire agreement between the parties notwithstanding any previously written or oral understandings between the parties on the same subject. No amendment or modification shall be valid unless in writing.

X. Non-appropriation

- a. This Agreement shall be contingent upon the SLPD appropriating funding for the position. In the event that such funding is not appropriated, this Agreement shall be terminated

XI. General Liability

- a. The District and the County agree to hold one another harmless and indemnify the other from any and all liability, loss, damage or claims, excluding that arising from gross negligence or intentional acts of the indemnifying party's employees, that either may suffer arising out of or in connection with the actions of District and County employees rendered pursuant to this Agreement. It is mutually recognized that the County is responsible for performance of the law enforcement services addressed hereby. Both parties agree to cooperate with the other to the greatest extent possible in the defense of any claim brought against either party. Both parties shall be independently responsible for their actions consistent with the principles embodied in the Idaho Tort Claims Act.


XII. Insurance

- a. Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy in the minimum amount of \$1,000,000.00 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement

XIII. Information Sharing

- a. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individual's, school officials may 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. If confidential student records information is needed by an SRO but no emergency situation exists, the information may be released only as allowed by law. The SRO can provide records to Lakeland school district only if the law allows such a request. The SRO records of work history and responses for the school district will be provided at the end of each school year.

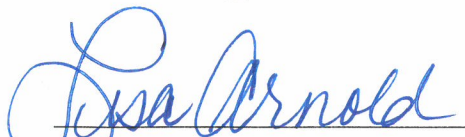
WITNESS the following signatures in agreement to the above terms and conditions:



Michelle Thompson, Board Chair
Lakeland Joint School District #272

09/30/24

Date



Lisa Arnold, Superintendent
Lakeland Joint School District #272

9/30/24

Date



Michael Morlan
Spirit Lake Police Chief

9/27/2024

Date



Jeremy Cowperthwaite
Mayor, Spirit Lake

09.30.2024

Date