

## **Gallatin County School District Resource Officer (SRO) Program**

### **Memorandum of Understanding (MOU)**

#### **➤ Goals And Objectives Of The Partnership Between The Gallatin County Sheriffs' Department and the Gallatin County School District.**

##### **1. Mission Statement.**

The mission of the Gallatin County School District School Resource Officer (SRO) Program is to develop a partnership between the Gallatin County School District, the community, and the Sheriff's Department. This effort focuses on the prevention of crime, delinquency, and creating a positive image of police in the minds of the youth in our society.

##### **2. Description of general duties.**

The list below is intended to describe the general content of the requirements of the SRO, including the essential functions. It is not construed as an exhaustive statement of duties, requirements or responsibilities.

- a. To prevent juvenile delinquencies through close contact with students and school personnel.
- b. To establish liaison with school and district administration, faculty and student population.
- c. To establish and maintain liaison with other potential officers patrolling the campus.
- d. Monitor parking lots before, during and after school hours. Particularly patrolling and being visible in campus parking lots and drives from 7:40-8:15am and from 2:45-3:30pm.
- e. To inform the students of their rights and responsibilities as lawful citizens.
- f. To provide liaison between students and social agencies which provide needed services.
- g. To act as a liaison resource to the principal in investigating criminal law violations occurring in the school or on school property.

offense occurred. Upon assignment, the SRO will be provided with copies of Board disciplinary policies and codes and the discipline codes of each school. The SRO shall become familiar with district/school disciplinary codes and standards, and will meet at least annually with the Superintendent and each principal for the purpose of reviewing applicable disciplinary standards.

3. Desired outcomes.

- a. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;
- b. To encourage School Resource Officers to attend extra-curricular activities held at schools, when possible;
- c. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal use, possession, sale and/or distribution of controlled substances, and riots;
- d. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;
- e. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus, and
- f. To encourage SRO's to provide traffic control and crossing assistance at schools when deemed necessary for the safety and protection of students and the general public when the regular traffic control devices are non-functional or not present.

➤ **Clear Delineation Of The Roles And Responsibilities, Requirements And Administrative Procedures.**

1. Receipt and disbursement of funds.

- (a) The Gallatin County Board of Education and Gallatin County Sheriff's Department agree to equally share the salary and benefit (pension, worker's comp, and Medicaid) costs of an officer beginning in August 2011 for the 2011 – 2012 School Year and hopefully future years. The total costs that will be contributed by each, the Gallatin County Board

of Education and Gallatin County Fiscal Court for that year will be \$22,500 each for the current fiscal year. Any future increases in salary and benefits must be approved by all parties to this agreement. The number of working days per Fiscal Year will be decided entirely by the Gallatin County Sheriff's Department. This will provide a well trained police officer that will be assigned primarily to the Gallatin County School District. All monies that pay for salary and benefits of the SRO will be sent to the Gallatin County Sheriff's Department to be deposited into the proper account.

- (b) The Gallatin County Sheriff's Department agrees to provide the initial outlay of cost to outfit the officer and to provide the SRO with a marked Gallatin County Sheriff's Department cruiser. The Gallatin County Sheriff's Department also agrees to provide the cost for replacement of uniforms and equipment, fuel and maintenance for the assigned cruiser, overtime costs, and any training costs associated with maintaining POPS certification and any other necessary certification.
- (c) The Gallatin County School District and Sheriff's Department agrees to participate in funding of the SRO's salary in the future, if and when revenue allows. Should the determination be made to not continue the SRO Program, the School District or Sheriff's Department should notify the other in writing no later than May 1<sup>st</sup> for the following school year.

## 2. Liability Issues.

The SRO will be an employee of the Gallatin County Sheriff's Department. As such, the Gallatin County Sheriff's Department will provide general liability insurance coverage on the employee. The Gallatin County Sheriff's Department does not, however, agree to hold the other parties to this agreement harmless from any liability they may incur pursuant to this agreement.

## 3. Program Administration & Reporting.

The program administrator is the Gallatin County Sheriff's Department. The SRO will keep an accurate and detailed activity sheet while they are performing SRO duties. This information will be compiled in a report form that will demonstrate the need and uses of the SRO and will be distributed to all parties to this agreement monthly. Any issues arising from the SRO's performance of duties shall be directed to the program administrator.

4. Financial reporting.

The Gallatin County Sheriff's Department will be responsible for the proper reporting of all finances related to the program. All financial forms and documentation will be maintained for inspection.

5. General management issues.

In the event any party has an unforeseen decrease of revenue or an unexpected increase of expenditures, any party can request reopening this Memorandum of Understanding by giving 10 days written notice to the other parties.

➤ **SRO Program Issues.**

1. Supervision responsibility and chain of command for the SRO.

The SRO will carry the rank of Sheriff's Deputy and will fall under the supervision of the Gallatin County Sheriff or his designee, who will oversee the daily operations of the SRO. If the Sheriff is unavailable, the SRO can report to any available supervisor for direction and supervision.

2. Clear delineation of decision-making authority regarding enforcement of applicable laws and procedures by the SRO.

The SRO is a police officer with knowledge of proper laws of arrest, search, and seizure. He has proven that he can handle himself in a professional manner. The officer should be self-motivated and need little supervision. However, if a situation arises and direction is requested, any supervisor will be available to answer any and all questions.

3. Assurances that the SRO will spend 100 % of his time in and around schools.

The SRO's primary assigned beat is the Gallatin County School District Campus, school property, property immediately adjacent to school property, and any field trips sanctioned by the school. It is understood that court appearances for cases resulting from being a school resource officer will be accepted as part of the 100% requirement. "Home Visits" at students' residences, appearances in front of the School Board for hearings, and all meetings attended that deal primarily with school business also fall into this category. Occasionally, circumstances of an unusual or emergency nature may dictate that the SRO be utilized outside of the primary assigned beat. When such circumstances occur, they shall be included in the SRO's monthly report.

➤ **Any Additional Information That May Be Pertinent To The Program Or Its Management.**

The SRO will be assigned to the school campus. The program is designed to establish a good rapport between the law enforcement officer and the youth in the schools. The officer will actively participate in school functions, including instruction in the classroom and other school activities. The officers will also enter classrooms upon request to speak on a variety of law-related topics. By being available to the students at all levels of instruction, the officer no longer is a "cop", but a teacher, counselor, coach, and most importantly, a friend.

The officer will be available for counseling, advice, and when appropriate, referral to special agencies. The everyday contact with an officer who not only believes in the law, but also enforces it, helps to make students comfortable with good citizenship, and provides an early positive contact with law enforcement.

Getting involved with student activities can offer students the opportunity to interact with the officer outside the classroom. The Resource Officer knows that the principles of justice and law taught in the classroom must be applied to everyday life if they are to work. Teaching students to understand and respect the law is much more than reading an assignment from a textbook. It's becoming involved in good citizenship.

If a crime is committed on campus, the School Resource Officer will investigate it. There is a real advantage for the officer who knows the students, as well as the neighborhoods around the school. An officer who is aware of the possible participants often more easily clears juvenile crimes such as vandalism, burglary, and assaults. Parents, as well as students, are more apt to call upon the officer for help when they know and trust him.

The importance the SRO's interaction with school administration is understood. For that reason, discretion will be applied as to utmost appropriate means of dealing with certain acts, i.e. whether to pursue criminal prosecution, school discipline or a combination.

The Gallatin County Sheriff's Department, and the Gallatin County School District are committed to working together to continue this educational / law enforcement partnership.

  
Josh Neale

Sheriff, Gallatin County

Date

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Dorothy Perkins

Date

Superintendent, Gallatin County School District

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Board Chair

Date

Gallatin County Schools