

Gallatin County Schools

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DISTRICT WIDE SERVICES I

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DIRECTOR OF SPECIAL EDUCATION

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DIRECTOR OF FINANCE

"Maximizing Student Learning & Achievement"

To: Dorothy Perkins, Superintendent
From: Leonard Whalen, Deputy Superintendent
RE: Request approval of Memorandum of Understanding
(MOU) for new School Resource Officer (SRO)
Date: August 1, 2013

Superintendent Perkins,

Based on efforts to continuously improve safety and security on and around our campus I am seeking Board approval of the Memorandum of Understanding (MOU) for our SRO. This MOU reflects the District and County Sheriff's Department choosing to participate.

The attached MOU lists the program's mission statement, basic duties affiliated with the SRO position, desired outcomes, and a clear delineation of the roles and responsibilities, requirements, and administrative procedures associated with the program.

The MOU, as reviewed previously, has been reviewed by Board Attorney Jim Crawford.

Signed approval of the attached MOU:

Board Chair: _____

Date: 8/12/13

Superintendent: _____

Date: 8/12/13

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

Memorandum of Understanding (MOU)

➤ **Goals And Objectives Of The Partnership Between The Gallatin County Fiscal Court, 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 participating city/county. 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.
- h. To assist administration and faculty in formulating criminal justice programs.
- i. To formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the schools.
- j. To participate in the Parent-Teacher-Association and/or Parent-Teacher-Organization meetings as requested.
- k. To participate in campus activities and student organizations when invited and feasible. This will be at the SRO's discretion.
- l. To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- m. To protect lives and property for the citizens and school students.
- n. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- o. Walk hallways throughout day, checking bathrooms, locker rooms, etc.
- p. Monitor school cafeterias during lunch.
- q. Assist with removing student(s) from class, and escort student(s) out of classes/building when requested.
- r. Attend School Resource Officer Meetings.
- s. Assist with school projects with students.
- t. Assist Principal with discipline. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the

SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary 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 2013 for the 2013 – 2014 School Year. The total costs that will be contributed by each, the Gallatin County Board of Education and Gallatin County Sheriff's Department 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 agrees to participate in funding of the SRO's salary in the future, if and when revenue allows.

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

