

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made and entered into this 12 day of December 2018, by and between TODD COUNTY BOARD OF EDUCATION (hereinafter called the "District"), and TODD COUNTY SHERIFF (hereinafter call the "Sheriff");

WITNESSETH:

WHEREAS, it is the desire and request of the District the Sheriff provide a deputy to serve as a school resource officer unto the District; and,

WHEREAS, the District and the Sheriff desire to memorialize their agreement regarding the deputies to be provided; and,

WHEREAS, the parties recognize the desirability to reduce to writing their agreement;

NOW, THEREFORE, in consideration of the benefit to be derived from the collaboration between the District and the Sheriff, the parties agree as follows:

1. TERM: the effective date of this agreement shall be January 1, 2019 and continue through December 31, 2019, subject to renewal.

2. LAW ENFORCEMENT SERVICES:

The Sheriff shall provide the District with one deputy for the position of school resource officer (hereinafter "SRO") to provide security and law enforcement services at such site or sites which may be designated by the District within the various schools operated by the District; including, Todd County Central High School; Todd County Horizons Academy; Todd County Middle School; North Todd Elementary; and, South Todd Elementary.

3. COMPENSATION FOR SERVICES: In consideration for the services provided by the Sheriff to the District, as described in this agreement, District shall pay the Sheriff 75% of the SRO base salary and benefits amount, currently \$44,478.57 per year. There may, from time to time, be adjustments in the SRO compensation due to adjustments in the compensation of other employees of the Sheriff's Office. The annual payment shall be paid in quarterly installments of \$8,339.73 or, such other amounts, as may result from the salary adjustments which occur. The Sheriff shall invoice the District quarterly for payment. The payment shall be due on the 15th day of the first month following the end of each quarter of this Agreement, the first quarter of this agreement commencing January 1, 2019 and concluding March 31, 2019. Payments shall continue quarterly during the term of this Memorandum of Understanding.

4. VEHICLE: The Sheriff shall provide a police vehicle for use by the SRO as required in the performance of the SRO's duties.

5. EMPLOYEE STATUS: The deputy provided the District pursuant to this Memorandum of Understanding shall be an employee of the Sheriff, and the Sheriff shall be solely responsible for workers' compensation benefits, and, liability insurance coverage associated with the deputy's law enforcement function(s).

6. SRO SUPERVISION: All SRO's shall be supervised by the Todd County Sheriff or his designee. The SRO furnished pursuant to this agreement shall consult with the principal of each school receiving services pursuant to this agreement to fulfill the needs of the school or schools. Complaints concerning the job performance of the SRO shall be filed directly with the Sheriff or his designee. Consistent with the foregoing, all police disciplinary actions, if any, shall be the exclusive responsibility of the Sheriff.

7. SRO UNIFORMS: The SRO provided pursuant to this agreement, during the performance of the SRO's duties, at the school locations, shall wear clothing and a uniform agreed to by and between the District and the Sheriff. The uniform or clothing selected by the parties shall be sufficient to identify the law enforcement official as a SRO employed by the Todd County Sheriff. The cost of uniforms shall be the responsibility of the Sheriff.

8. DESIGNATED POST: The SRO furnished the District pursuant to this agreement shall be assigned primarily to Todd County Central High School; however, the SRO shall also maintain a presence at Todd County Horizons Academy, Todd County Middle, North Todd Elementary and South Todd Elementary schools.

9. DUTIES: Best efforts shall be utilized to ensure the SRO will be present on a school campus during instructional time. Upon arrival at a school, the SRO shall sign in and out with the principal and shall coordinate times between the schools. It is recognized the SRO may from time-to-time be required to attend Court or other duties. The SRO shall have lunch on a school campus daily. The SRO and a designated administrator shall coordinate SRO presence at selected sporting/extracurricular activities/events. The SRO or any other deputy, present at any sporting/extracurricular activities/events has the authority to remove students, attendees and/or parents from the activity under appropriate circumstances.

The parties recognize the SRO is being funded by a grant. The parties further recognize scheduling to avoid overtime compensation is necessary to ensure the SRO program is managed in a fiscally responsible manner. To that end, from time-to-time, in order to attend sporting/extracurricular activities or events, the SRO's time within the school building, during the instructional day may be reduced. The SRO and the building

principal shall, in advance, determine an appropriate schedule for the SRO. In the event overtime cannot be avoided, the District or requesting school shall compensate the Sheriff for the SRO's current base salary in an amount equal to one and one-half times the current based salary (hourly plus FICA and retirement) for the additional services provided by the SRO. Additional services requiring overtime pay must be approved in advance.

In the event the SRO is unable to report for duty due to sickness, vacation, or other reason, the Sheriff and the District may determine whether or not it is appropriate to provide a deputy to replace the SRO. The SRO shall notify the Sheriff or his designee and the Todd County Central High School Principal of the SRO's absence.

10. PROFESSIONAL DEVELOPMENT: The Sheriff agrees to furnish to the District an SRO who has obtained the appropriate training and is certified as an SRO. Additionally, the SRO shall maintain certification through an appropriate professional development during annual training. The Sheriff shall ensure the SRO's certification and professional development remain up to date.


11. RENEWAL: This agreement shall continue from year-to-year unless terminated or modified. Either party may give ninety (90) days written notice to the other of its intent not to renew this agreement. The parties recognize the budget may be modified from time-to-time as agreed upon by the parties.

The District shall provide an office for the SRO at Todd County Central High School.

Entered into the day and date first above written.

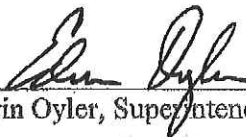
TODD COUNTY SHERIFF'S DEPARTMENT

By:

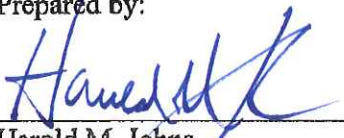

Tracy White, Sheriff

TODD COUNTY BOARD OF EDUCATION

By:


Edwin Oyler, Superintendent

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