



LAKELAND JOINT SCHOOL DISTRICT
Committed to Academic Excellence ... Dedicated to Student Success

Board Agenda Item Request

AGENDA ITEM: Action Item - Memorandum of Understanding with the Kootenai County Sheriff's Office for the retention of School Resource Officers (SRO)

PURPOSE: Board approval required

MEETING DATE: May 7, 2025

PREPARED BY: Lisa Arnold

SUMMARY

The link to the MOU for Garwood Elementary is [here](#).

The link to the MOU for Twin Lakes Elementary is [here](#).

The link to the MOU for Timberlake High School is [here](#).

While the cost of the SROs we share with the county is greater than with our other Law Enforcement Agency partners, there is some information that is needed to best determine our overall costs. Captain Smart has provided the information below:

As we look for the upcoming school year of September 2025 – June 2026, I wanted to provide you with the updated numbers due to the increases for the Deputies assigned to your schools for a cola increase and step increase put in place by the BOCC, that took place during this last year that are now affecting next year. We are not sure what the BOCC will do for next budget year for increases, but we will not put those costs toward the contract until the following year. All 3 Deputies for this next year fall in the same pay bracket as loaded wages of \$133,153. As such the 70% for next year would be \$93,207.

Also as we discussed in our meeting here are a few items that are not specifically outlined in the contract but are a factor for those positions.

We will look at assigning Deputy Wheeler during the summer to the patrol area that is near the Timberlake High School that will allow him the ability to stop in and check on the status of things periodically during the summer school.

Additionally, an item to keep in mind is that the agreement does not outline a fee assessed for details that requires Overtime for the school resource officers. These were needs of the High School football games, parent teacher conference days and any other school event they are requested to be at for security purposes.



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Deputy Wheeler: Approximately 150 hours of overtime

Deputy Clauson: Approximately 60 hours of overtime

Deputy Roach: Approximately 60 hours of overtime

Also, keep in mind that we continue to send them to trainings that are related to SRO functions. These are annual conferences which provide certifications for SRO's within the State of Idaho or investigation classes that are related to crimes that may get reported to them due to their positions and the DARE program re-implemented by Deputy Clauson. These costs are covered by the County for the course fee, wages, per diem, travel and lodging.

One final note, we are also offering to allow for free for the Lakeland armed guards to attend the ALERT Active Shooter training 2 day class that we instruct. These are traditionally attempted to be held at schools within the Lakeland District further allowing our Deputies the ability to become more familiar with the school layouts in the event they are needed to respond in an emergency.

Superintendent Recommendation

All three of our county SROs are highly effective. I would recommend that the board approve the MOUs for all three schools that are currently covered by the Kootenai County Sheriff's Office.

AGREEMENT BETWEEN THE

**Kootenai County Sheriff's Office and
The Lakeland Joint School District #272
for the
SCHOOL RESOURCE OFFICER (SRO) PROGRAM**

THIS AGREEMENT is entered into this 21st day of May, 2025, by and between Kootenai County ("County"), 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 County 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 County 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 SROs will support students' education by working with classroom teachers including, but not limited to: classroom presentations, guest speaking, and modeling safety practices (crossing the street, bike riding, walking home).

- b. The SROs will facilitate discussion through classroom based 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 SROs 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 SROs 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 SROs shall respond to emergency situations as requested by school administrators. The SROs 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 Sheriff 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 Sheriff's Office, in order to carry out the purpose of the program as outlined in Section I (a) above. The SROs remain employees of the County and as such are ultimately supervised, evaluated, and directed by the Kootenai County Sheriff's Office.

III. County Obligations

- a. The County shall assign a deputy from the Sheriff's Office to work as an SRO at Garwood Elementary.
- 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 Sheriff's Office.
- 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 County 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 deputies in the Sheriff's Office.
- e. The Sheriff's Office 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 deputy. If coverage is not available for an extended period of time, the County and District shall meet to discuss options.
- f. On days when schools are not in session, SROs will be assigned to duties by the Sheriff's Office.

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 Kootenai County Sheriff 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, 2026, 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 County, and the County agrees to accept in full payment therefore the amount of seventy (70%) of the annual salary of a full time deputy with a basic certificate at the four year step in the current or subsequent Kootenai County Sworn Officer Pay Matrix and benefits for the SRO. The School District cost for the 25-26 school year is set at \$93,207. The District shall make equal monthly payments for services in September 2025 through June 2026. Each of the ten monthly installments shall be \$9,320.70, payable to Kootenai County.

VIII. Term, Amendment, Renewal and Termination of Agreement

- a. The term of this Agreement shall remain in effect for the 2025-26 public school calendar year.
- b. This Agreement may be amended or renewed in writing by consent of the County and District as permitted by law.
- c. This Agreement may be terminated at any time in writing by mutual consent of the County 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 County appropriating funding for the positions. 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

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- 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

Date

Lisa Arnold, Superintendent
Lakeland Joint School District #272

Date

Sheriff Robert B. Norris
Kootenai County Sheriff's Office

Date

Kootenai County Board of Commissioners:

Bruce Mattare, Commissioner

Date

Leslie Duncan, Commissioner

Date

Bill Brooks, Commissioner

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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 County agrees to employ one SRO to perform the duties described in this agreement, according to the terms and conditions set forth below:

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II. SRO Obligations

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- b. The SROs will facilitate discussion through classroom based 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.
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