

LYON COUNTY SCHOOL DISTRICT AND
THE CITY OF YERINGTON



~~Wayne Workman~~ **Tim Logan**
Superintendent



YERINGTON Nevada



Brandon Coombs
Acting Chief of Police

MEMORANDUM OF UNDERSTANDING

**LYON COUNTY SCHOOL DISTRICT AND YERINGTON POLICE DEPARTMENT
RESOURCE OFFICER PROGRAM**

July 1, 2024~~2025~~-June 30, 2025~~2026~~

MEMBERS:

**Lyon County School District
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Yerington, NV 89447**

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Contact: ~~Wayne Workman~~, **Tim Logan, Superintendent**

And

**City of Yerington
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Yerington, NV 89447**

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Contact: **Brandon Coombs, Acting Chief of Police**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to delineate roles and responsibilities of participating agencies in establishing and operating a School Resource Officer (SRO) Program for the Lyon County School District (LCSD). The aim of the SRO program is to play an important role in maintaining and increasing safety at schools and in neighboring communities. This instrument serves to build mutual respect and trust between the LCSD and the Yerington Police Department (YPD) while delineating specific roles and responsibilities.

II. OVERVIEW

The LCSD and YPD have historically enjoyed partnerships built on a foundation of shared goals and objectives, which are approached in a constructive and positive manner, and achieved through open communication.

The placement of an SRO on a school campus does not preclude such officer from exercising their discretion from enforcing the letter and the spirit of the law. The SRO can and will work in conjunction with the school officials to resolve student conflicts whenever possible that might utilize internal school practices.

Therefore, we believe that the implementation of a SRO program will foster an environment that creatively tackles problems through mutual trust and cooperation, and may be able to achieve a number of positive outcomes including, but not limited to:

- A partnership of law enforcement, schools, and community groups to gather and analyze useful and timely information thereby creating a problem-solving approach to issues of crime and fear of crime in schools, and in accordance with applicable privacy laws.
- An increased ability of law enforcement, schools, and community groups to work together in developing innovative, systemic, long-term approaches to reducing and preventing different kinds of crime in and around schools and preventing unnecessary law enforcement involvement in non-criminal student misbehavior. Measurable outcomes may be determined by implementing strategies focused on targeted crimes, thereby improving the quality of life for those affected (students, teachers, school personnel, and parents), promoting a safer environment that is conducive for learning, and decreasing the fear of crime and violence among students, school employees, and the surrounding community.
- An increased understanding of how to effectively interact with youth through coordinated training on topics such as basic childhood and adolescent development and age-appropriate responses, disability and special education issues, conflict resolution and de-escalation techniques, bias-free policing including implicit bias and cultural competence, restorative justice techniques, and working with specific student groups, including traditionally minority and underrepresented student groups.
- An increased understanding of an SRO's roles and responsibilities, including an understanding that school code of conduct violations and routine discipline of students remains the responsibility of school administrators and that law enforcement actions (such as arrest, citations, ticketing, or court referrals) are only to be used as a last resort for incidents that involve criminal behavior or when it becomes necessary to protect the safety of students, staff and the public from the threat of immediate harm.
- An increased ability through coordinated training for schools and law enforcement agencies to properly train and respond to school safety threats and other emergencies.

III. DUTIES OF PARTICIPATING MEMBERS

A. Yerington Police Department

- **Action.**
 1. Provide one (1) Category I Nevada Peace Officer Standards Trained (POST) officer to be assigned to the following geographical school area:
 - City of Yerington

2. Provide input for program goals and objectives.
- **SRO Activities.**
 1. Handles requests for calls for service in and around assigned schools.
 2. Conducts comprehensive safety and security assessments.
 3. Develops emergency management and incident response systems based on the National Incident Management System (NIMS) and the four phases of emergency management: mitigation/prevention, preparedness, response, and recovery.
 4. Develops and implements safety plans or strategies.
 5. Integrates appropriate security equipment/technology solutions, including incorporating crime prevention through environmental design (CPTED) as appropriate to enhance school safety.
 6. Responds to unauthorized persons on school property.
 7. Serves as liaisons between the school and other law enforcement agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws.
 8. Serves as a member of a multidisciplinary school team to refer students to professional services within both the school (guidance counselors or social workers) and the community (youth and family service organizations).
 9. Builds relationships with juvenile justice counselors to help connect youth with needed services.
 10. Develops and expands crime prevention efforts for students.
 11. Develops and expands community justice initiatives for students.
 12. Instructs an evidenced-based approved curriculum intended to immunize age appropriate students against delinquency, youth violence and bullying.
 13. **SRO will not be responsible for requests to resolve routine discipline problems involving students.**
 14. The expected schedule each school workday for the SRO is _____ am to _____ pm, subject to supervisory conditions in Section V.
 - **Equipment.**
 1. YPD will provide the following for each SRO:
 - All personal protective equipment.
 - Vehicle.
 - **Maintain Records.**
 1. SRO will document and provide statistical data as may be reasonably required
 2. SRO will be designated as a “school official” for purposes of student educational records in regards to the Family Educational Rights and Privacy Act (FERPA).
 - **Financial Responsibility.**
 1. Serve as an employee of YPD for the purposes of payroll, retirement and other benefits accounting and acquisition.
 2. Provide continuing education to maintain POST certification.

B. Lyon County School District

- **Action.**

1. From July 1, ~~2024~~ 2025 through June 30, ~~2025~~ 2026: provide funding in the amount of \$70,000.00 annually in one payment and within 30 days after this agreement has been ratified by both parties for one (1) Category I Nevada Peace Officer Standards Trained (POST) officer to be assigned to the following geographical school area:

- City of Yerington

2. Provide SRO reporting guidance for the assigned school(s).
3. Provide input for program goals and objectives.
4. Identify focused needs for the school.

- **Activities.**

1. Approves curriculum and schedule for approved evidence-based youth program instruction taught by SRO.
2. Provide data and information necessary for YPD to complete all reporting requirements.

- **Equipment.**

1. Provide work space and computer access for the assigned SRO.
2. Provide support equipment for any assigned classroom lecture and instruction.

- **Financial Responsibility.**

1. Reimburse the City of Yerington for one (1) Category I Nevada Peace Officer Standards Trained (POST) officer for actual wages and benefits earned in the amount of \$70,000.00 annually.
2. Reimburse City of Yerington for wages earned with all pre-approved school related assignments in excess of 84 bi-monthly hours at \$55.00 per hour.
3. Should YPD be unable to fill the SRO position for all or part of the school year, the City of Yerington shall reimburse the LCSD all unexpended funds on a prorated basis.
4. Reimburse City of Yerington from Federal awarded funds (federal grant) and provide a 30-day notice if district funding and therefore City of Yerington reimbursement sources change from Federal to State funding.

IV. INFORMATION SHARING

Information will be shared between the LCSD and YPD in accordance with applicable member policies, the Family Educational Rights and Privacy Act of 1974 (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), civil rights, and state laws.

V. SUPERVISION RESPONSIBILITY AND CHAIN OF COMMAND FOR THE SRO.

1. SRO consults with the school site principal during assigned school workdays and reports directly to the YPD Chief of Police. The SRO's only employer is the YPD.
2. SRO is jointly evaluated by the school site principal and the assigned YPD Chief of Police, quarterly for the first year, and then on an annual basis thereafter.
3. The selection of the SRO will be a joint effort between YPD and LCSD officials to ensure that the appropriate person is selected and that the program is successful. Following consultation, the final SRO assignment shall be determined by the YPD Chief.
4. At the discretion of the YPD Chief of Police, should an emergency situation occur off-campus, the SRO may be directed to respond during school hours.

VI. TERM

This MOU will become effective upon the approval by all parties, with a prescribed end date of June 30, ~~2025~~ 2026. The parties will determine continuance as needed. Either party may terminate this MOU by giving written notice of such intent to the other party at least thirty (30) days prior to such termination. Should YPD terminate this agreement early, the City of Yerington shall reimburse the LCSD all unexpended funds on a prorated basis.

VII. INDEMNIFICATION

All members to this MOU agree to indemnify and hold harmless the other parties for any damages or injuries sustained as a result of participation in this program. Any recompense for injury or personal loss shall be strictly borne by the member in whom that respective individual is employed. This MOU must comply with the provisions and processes contained in NRS 277.180. Each party agrees to indemnify the other for any damages to the other party resulting from their conduct.

VIII. SIGNATURES

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

 John Garry
 City of Yerington - Mayor

 Date

~~Phil Cowee~~ Tom Hendrix
 Lyon County School Board Trustee - President

 Date

 Brandon Coombs
 City of Yerington – Acting Chief of Police - Designee

 Date

~~Wayne Workman~~ Tim Logan, Superintendent
 Lyon County School District - Superintendent

 Date