

Minidoka County School District #331
2016-17 School Resource Officer Agreement

This Agreement is made and entered into this **1st** day of **August, 2016**, by and between the Minidoka County Joint School District No. 331, a constitutional corporation and body politic, hereafter referred to as the "District", and the County of Minidoka, a duly incorporated political subdivision of the State of Idaho, hereafter referred to as the "County", and the Minidoka County Sheriff's Office, hereafter referred to as "Sheriff's Office."

WHEREAS, The District desires School Resource Officer services through the Sheriff's Office; and

WHEREAS, the County desires to provide School Resource Officer services to the District; and

WHEREAS, the parties recognize their mutual interest in the protection of persons at the District's schools, and the protection of the District's property; and

WHEREAS, the District desires to be furnished one (1) commissioned School Resource Officer for working within all of the District's schools, but primarily Acequia Elementary School, Paul Elementary School, West Minico Junior High School, and Minico High School;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. No Repeal of Sheriff's Office Authority. This agreement is not intended in any way to void, limit, or restrict any of the authority vested in the Sheriff's Office. The District does specifically acknowledge that any School Resource Officer is to remain at all times under the authority of the Sheriff's Office.

2. Decrease of Sheriff's Surveillance. This agreement is not intended to decrease the routine law enforcement protection in the area of the District's schools, or other properties within and under the authority of the District.

3. No Repeal of District's Authority. This agreement is not intended to limit the authority vested in the Board of Trustees of Minidoka County Joint School District No. 331 by the Idaho Constitution, Statutes, or laws to exercise general supervision of the schools within the District.

4. Services Contracted. The School Resource Officer as determined, shall provide the following services to the District, as directed by the Minidoka County Sheriff, with duties including, but not limited to: investigating and preventing crimes against persons or property; identifying and arresting violators of State and local laws; filing investigative reports and other required reports or documents. For purposes of this contract, the School Resource Officer shall enforce all traffic laws, statutes, ordinances and regulations that pertain to streets and general campus areas of the District, and all applicable laws governing activities thereon. See attached Appendix: School Resource Officer Expectations for additional clarification.

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5. Personnel. It shall be the responsibility of the County, through the Sheriff's Office, to provide one (1) Deputized Sheriff's Officer to serve as School Resource Officers on the campuses of the above-described schools. The selection of the School Resource Officers to be provided under this agreement will be subject to approval by the District. In the event the parties cannot agree upon the selection of the School Resource Officer, this agreement shall be void.

6. Duration. The School Resource Officer will serve primarily on the campuses of the above-described schools, eight (8) hours per day, commencing **July 1, 2016**, and ending **June 30, 2017**, except as noted below, and unless sooner terminated as provided by this agreement. This agreement may be renewed and extended under the same terms for subsequent years thereafter, however said renewal shall be in writing and signed by all parties before taking effect. See attached Appendix: School Resource Officer Renewal.

7. Authority. The Sheriff's Office shall have the discretion to determine how the Officer performing the duties under this agreement will be deployed, and the manner in which the services contemplated by this agreement shall be provided. The School Resource Officer shall have the right to exercise due discretion in the performance of this agreement, including but not limited to the type, nature, extent, and result of any response or activity undertaken by the same. The conduct of the School Resource Officer will be governed by the Minidoka County Sheriff's Office Policy and Procedure Manual, hereafter referred to as "Manual." In the event that the District's procedures conflict with the procedures set forth in the Manual, the provisions of the Manual shall prevail. For all administrative and child welfare functions, authority will rest with the Principal of the appropriate school. The School Resource Officer thus provided will maintain an office at the West Minico Junior High School and Minico High School during those hours as determined by mutual agreement to be those to be worked. The School Resource Officer is to be suitably trained Sheriff's Office officers, and meet the obligation herein, and will be physically assigned to the Sheriff's Office for forty (40) hours per week, in accordance with a schedule that is mutually agreeable to school Principals, the Manual, and County employment policies. (See attached Appendix: School Resource Officer Expectations for additional clarification.)

8. Liaison. For the purposes of this agreement, official liaison between the District and the County shall be between the Superintendent of the District, and the County Sheriff. To promote efficiency, informal liaison is expected to occur between the School Resource Officer and the Principal of the appropriate schools.

9. Investigation Authority. The District, under normal circumstances, shall defer to the appropriate law enforcement agency, the conduct of any investigation in matters involving criminal offenses. The City of Rupert Police Department, the City of Heyburn Police Department, and the Minidoka County Sheriff's Office have the right of first investigation in order to discover

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and preserve evidence, and to ensure the constitutional rights of individuals. Matters involving academic affairs, student behavior, and discipline shall be solely the province of the District.

10. Violations. All violations of City, County, and State laws will be processed as provided by laws of the County of Minidoka and the State of Idaho. However, the District retains authority to establish the rules and regulations for parking and parking lots on campuses within the District. The enforcement of parking rules and regulations on District-owned campus parking lots may be jointly enforced by the District and the Sheriff's Office. This responsibility may be extended to other areas of authority as may be defined by School Board policy. The parties recognize that the District may from time to time adopt policies, procedures, rules and regulations affecting the conduct of persons present on the campuses referenced above. To the extent that violations of those policies, procedures, rules and regulations constitutes a violation of law, including breach of the peace, or a threat to public health or safety, those policies, procedures, rules and regulations will be enforced by the School Resource Officer. To the extent that violation of those policies, procedures, rules, and regulations does not constitute a violation of the law, the School Resource Officer is not required to take law enforcement action and may leave the enforcement thereof to the District.

11. Officer Identification. The School Resource Officer, while providing School Resource Officer services under the terms of this agreement, will customarily be dressed in appropriate attire, but on occasion will wear the standard Sheriff's Office uniform. Determination of occasions requiring the wearing of the Sheriff's Office uniform will be left to the discretion of the Resource Officer.

12. Contract Costs. The District shall pay the sum of Two-Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) monthly to the County in exchange for services provided by the School Resource Officer, pursuant to the terms of this agreement. The District will be billed by the County on or before the 5th day of each month for said services. The County shall pay the School Resource Officers' benefits, including any insurance costs, retirement benefits, access to transportation, reimbursement for travel, equipment, and all other costs associated with the School Resource Officers' duties.

13. Independent Contractor Status. It is acknowledged by the parties that the School Resource Officer, acting pursuant to this agreement, are not employees or agents of the District or schools within the District, but remain employees of the County.

14. Holiday Leave. The School Resource Officer, acting pursuant to this agreement, may be absent from his or her assigned campus/es on the following observed holidays observed by the County: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, News Year's Day, Martin Luther King, Jr./Human Rights Day, Presidents' Day, Memorial Day, Independence Day.

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The School Resource Officer will not be working under the terms and conditions of this agreement on those dates which students are not attending school, with the exception of the following: dates prior to the beginning of school, during teacher in-service days, and subsequent to the end of the school year. On days when students are not attending school, other than the above-stated exceptions, the School Resource Officer will be available for services to the Sheriff's Office.

15. Training. The School Resource Officer may be required to attend additional training on days when school is not in session.

16. Suspension or Termination of Officer. The Sheriff's Office may remove or suspend the School Resource Officers' law enforcement authority at any time, in accordance with and as authorized by the Manual. In the event a School Resource Officer appears not to be suited for assigned duty in the judgment of the District or the Sheriff's Office, that party will so inform the other party in writing, to include reason/s for such evaluation.

17. Availability for County Emergencies. In the event an emergency arises within the County the School Resources Officer may be called away from his or her School Resource duties to respond to such emergency, as determined to be necessary by the County Sheriff and/or a member of his or her staff or designee. The School Resource Officer will return to his or her School Resource duties as soon as the emergency situation reasonably permits. Such emergency service may result in service beyond his or her School Resource Officer obligations under this agreement.

18. Regular Meetings with District Regarding School Services Officers. The Sheriff's Office will meet at least once yearly with a representative from the District to report and discuss the School Resource Officers' activities of the preceding year, and to discuss the renewal of the School Resource Officer agreement. The County Sheriff and/or a member of his or her staff will initiate such meeting.

19. Indemnity. In the event the County, the Sheriff's Office, or the Resource Officer have any claim, demand, suit or judgment against them which arises from acts or omissions of the District, the District shall indemnify the County, the Sheriff's Office, and/or the School Resource Officer and hold them harmless in the premises. In the event the District has any claim, demand, suit or judgment against them which arises from acts or omissions of the County, the Sheriff's Office, and/or the School Resource Officer, the County, the Sheriff's Office, and/or the School Resource Officer shall indemnify the District and hold it harmless in the premises.

20. Terms of Contract. This agreement may be terminated by either party upon sixty (60) days prior written notice to the receiving party. In the event of cancellation of this agreement, the District shall pay the County the consideration set out in Paragraph 13, adjusted for the number of school days on which services were actually performed by the School Resource Officer.

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20. Attorney Fees. In the event any action is filed in relation to this agreement, the unsuccessful party shall pay to the successful party its reimbursable attorney fees and costs.

21. Agreement. This instrument contains the entire agreement between the parties in relationship to providing School Resource Officer services.

BOARD OF MINIDOKA COUNTY JOINT SCHOOL DISTRICT NO. 331

By: Bonnie Heins
Bonnie Heins, Chair

July 25, 2016
Date

MINIDOKA COUNTY JOINT SCHOOL DISTRICT NO. 331

By: Kenneth W. Cox
Kenneth W. Cox, Superintendent

11-15-16
Date

BOARD OF MINIDOKA COUNTY COMMISSIONERS

By: Robert Moore
Robert Moore, Chairman

11/21/16
Date

MINIDOKA COUNTY SHERIFF'S OFFICE

By: Eric S. Snarr 382
Eric S. Snarr, Sheriff

11-21-2016
Date

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School Resource Officer Expectations

The following list of expectation are incorporated as part of the School Resource Officer Agreement between the Minidoka County Joint School District, the County of Minidoka, and the Minidoka County Sheriff's Office.

The Role of the School Resource Officer in Minidoka County schools is to:

- Supervise the school facility and school grounds before, during and after school.
- Prevent juvenile delinquency and promote positive student behavior.
- Assist other law enforcement officers with outside investigations concerning students attending the school in which the School Resource Officer is assigned.
- Act as a liaison with juvenile probation when feasible.

- Build relationships with students in assigned schools by participating in school activities, student organizations and athletic events when feasible and appropriate.
- Promote a positive and safe school environment/culture
- Work closely with parents, students, staff and members of the community to:
 - Provide law and safety training,
 - Encourage individual and small group discussions about law enforcement and safety related matters, and
 - Solicit input on ways to create a safer school environment.
- Provide students with strategies for improvement as related to juvenile delinquency and juvenile delinquency prevention.

Specific School Resource Officer Expectations:

1. Be available by phone at all times while on duty.
2. Establish and share a schedule to visit each building at least once each week, being visible before school, during lunch, between classes, or after school.
3. Promote drug awareness by bringing the drug dogs to each secondary school monthly.
4. Refrain completely from functioning as a school disciplinarian. The School Resource Officer is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.
5. Actively participate in all safety end emergency practice drills in the district.
6. Prepare a monthly activity report and submit it to the District Superintendent by the 5th of each month.