



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

LYON COUNTY NEVADA



Brad Pope
Sheriff

MEMORANDUM OF UNDERSTANDING (Amendment #1 – 02/26/2025)

LYON COUNTY SCHOOL RESOURCE OFFICER PROGRAM

July 1, 2024-June 30, 2025

MEMBERS:

Lyon County School District
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Contact: ~~Wayne Workman~~, **Tim Logan**, Superintendent

And

Lyon County Sheriff's Office
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Contact: **Brad Pope**, Sheriff

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 Officers (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 Lyon County Sheriff's Office (LCSO) while delineating specific roles and responsibilities.

II. OVERVIEW

The LCSD and LCSO 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. While placing law enforcement officers in schools without adequate SRO training carries a risk of contributing to a “school-to-prison pipeline” process where students are arrested or cited for minor, nonviolent behavioral violations and then diverted to the juvenile court system, we recognize that this approach wastes community resources and can lead to academic failure and greater recidivism rates for these students.

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. Lyon County Sheriff’s Office

- **Action.**
 1. From July 1, 2024 through June 30, 2025: Provide ~~three (3)~~ **four (4)** Category I Nevada Peace Officer Standards Trained (POST) deputy sheriffs to be assigned to the

following geographical school areas, subject to staffing availability as determined by the Sheriff:

- (1) Dayton
- (2) Fernley
- (1) Silver Springs/Smith Valley

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 officers and staff 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.**

- **Equipment.**

1. LCSO will provide the following for each SRO:

- All personal protective equipment.
- Vehicle.

- **Maintain Records.**

1. SRO will document and provide statistical data as 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 LCSO for the purposes of payroll, PERS and other benefits accounting and acquisition.
2. Provide continuing education to maintain POST certification.

B. Lyon County School District

- **Action.**

2. From July 1, 2024 through June 30, 2025: provide funding up to ~~\$360,000.00~~ **\$385,000.00** for ~~three (3)~~ **four (4)** Category I Nevada Peace Officer Standards Trained (POST) deputy sheriff to be assigned to the following geographical school area:

- **(1)** Dayton
- **(2)** Fernley
- **(1)** Silver Springs/Smith Valley

3. Provide SRO reporting guidance for the assigned schools.
4. Provide input for program goals and objectives.
5. 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 LCSO to complete all reporting requirements.

- **Equipment.**

1. Provide workspace and computer access for each assigned SRO.
2. Provide support equipment for assigned classroom lecture and instruction.

- **Financial Responsibility.**

1. Reimburse Lyon County quarterly for the actual wages and benefits of each Category I Nevada Peace Officer Standards Trained (POST) deputy sheriff up to ~~\$360,000.00~~ **\$385,000.00** for FY25.
2. Reimburse Lyon County for wages earned with all pre-approved school related assignments in excess of 40 weekly hours at actual wages for each SRO, not to exceed the total amounts in the previous paragraph.
3. Reimburse Lyon County from the district awarded State funds (general fund) and provide a 30-day notice and provide a subrecipient agreement if funding changes to Federal funding.

IV. INFORMATION SHARING

Information will be shared between the LCSD and LCSO 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 reports directly to the school site principal during assigned school workdays and to the assigned LCSO district lieutenant during non-school workdays.
2. SRO is jointly evaluated by the school site principal and the assigned LCSO district lieutenant, quarterly for the first year, and then on an annual basis thereafter.
3. The selection of the SRO's will be a joint effort between LCSO and LCSD officials to ensure that the appropriate person is selected and that the program is successful.

VI. TERM

This MOU will become effective upon the approval by all parties, with a prescribed end date of June 30, 2025. 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.

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.

~~Dave Hoekaday~~ **Scott Keller**
Lyon County Commissioner - Chair

Date

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

Date

Brad Pope, Sheriff
Lyon County Sheriff's Office

Date

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

Date