AGREEMENT BETWEEN THE

Clark County Sheriff's Office and

Clark County Joint School District #161

for the

SCHOOL RESOURCE OFFICER (SRO) PROGRAM

THIS AGREEMENT is entered into this day of **August 13, 2026**, by and between Clark County ("County", a political subdivision of the State of Idaho and the Clark County School District #161 (District), Dubois, Idaho, 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 SRO 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 SRO will facilitate discussion through classroom based, small group-based, and individual 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 SRO 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 to avoid the need for overtime compensation.
d. The SRO 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 SRO shall respond to emergency situations as requested by school administrators. The SRO 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, to carry out the purpose of the program as outlined in Section I (a) above. The SRO remains an employee of the County and as such is ultimately supervised, evaluated, and directed by the Clark County Sheriff's Office.

III. <u>County Obligations</u>
a. The County shall assign a deputy from the Sheriff's Office to work as an SRO at Clark County Jr. Sr. High School and Lindy Ross Elementary School.
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. SRO 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 an SRO which has been certified as a law enforcement officer 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, SRO 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 administrators shall work in cooperation with the SRO. The District shall provide training as required to the SRO on topics such as school discipline procedures, adolescence, and special needs.

VI. Planning Meetings

a. The Clark 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, 2027**, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. Consideration

a. In consideration of all services herein before described, the District agrees to pay the County, and the County agrees to accept in full payment therefore the amount of **$47,745** annual salary and **$20,000** in benefits (Persi, Fica, Medical) for the SRO. The School District cost for the 2026-2027 school year is set at **$67,745**. The District shall make equal monthly payments for services in **September 2026** through **August 2027**. Each of the twelve-monthly installments shall be **$5645.42** payable to Clark County.

Vill. Term. Amendment. Renewal and Termination of Agreement

a. The term of this Agreement shall remain in effect for the **2026-2027** public school fiscal 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.

VII. 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.

XI. 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 District appropriating funding for the position. 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

XIII. Information Sharing

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 Clark County 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:

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| Eileen Holden<br>Superintendent School District #161 | Date |
| Jeri Tavenner<br>School District #161 Board Chair | Date |
| Sheriff Mark McClure<br>Clark County Sheriff's Office | Date |

Clark County Commissioners:

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| Greg Shenton, Chair | Date |
| MaCoy Ward, Commissioner | Date |
| Nick Hillman, Commissioner | Date |