

MEMORANDUM OF UNDERSTANDING (“AGREEMENT”)  
BETWEEN THE  
CITY OF LAWRENCE, KANSAS – LAWRENCE POLICE  
DEPARTMENT AND LAWRENCE PUBLIC SCHOOLS –  
UNIFIED SCHOOL DISTRICT 497  
FOR THE SCHOOL RESOURCE OFFICER PROGRAM

I. GOALS AND OBJECTIVES

A. Mission Statement

The City of Lawrence, Kansas (the City), on behalf of its unincorporated agency, the Lawrence Police Department (“LPD”), and Lawrence Public Schools - Unified School District 497 (“USD 497”), mutually agree that maintaining an atmosphere where teachers feel safe to teach, and students feel safe to learn, benefits the Lawrence community and society as a whole. To foster this goal, LPD has created a School Resource Officer (“SRO”) Program. The SRO Program (“Program”) consists of specially trained LPD law enforcement officers assigned to USD 497 high schools and middle schools, who provide education, intervention, counseling, deterrence, and law enforcement, not only to students and staff, but also to the Lawrence community. SROs also provide support to USD 497 elementary schools as time and resources permit.

B. Relationship of Parties

SROs shall be employees of the City/LPD and subject to their control and supervision. Nonetheless, USD 497 shall designate each SRO as a “school official” and a “law enforcement unit,” as both terms are defined by the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g, and associated regulations.

This Agreement does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties. The parties agree that no employees they respectively assign to accomplishing the goals of the Agreement shall in any way be considered employees of the other party, nor shall they be entitled to any employee benefits provided by the other party.

C. Description of General Duties

1. SROs will:

- a. Present law-related curriculum to USD 497 students, staff, and parents.

Added additional  
duty details.

- b. Provide USD 497 students, staff, and parents law-related guidance and information on available community resources.
- c. Assist with facilitating resolution of USD 497 student conflicts and guiding students and parents to appropriate community services, working closely with USD 497 social workers, counselors, and administrators to ensure student access to all available resources.
- d. Provide a positive law enforcement presence in USD 497 schools and community. SROs will investigate matters which involve USD 497 students and work closely with school administrators. SROs will also serve as a liaison between USD 497 school administrators and the LPD.

2. USD 497 school administrators and staff will:

- a. Work cooperatively with the SROs and LPD to ensure safety in the facilities to which SROs are assigned.
- b. Provide SROs access to information and resources that will aid in SROs working with USD 497 school administrators and staff to address incidents of school delinquency, truancy, and criminal behavior and incidents that occur on school property, at school sponsored events, and at other locations where USD 497 students are involved.

D. Desired Outcomes

The program is intended to produce the following outcomes:

1. A decrease in criminal activities – particularly violence, gangs, illegal drugs, vandalism, and thefts – on USD 497 school properties to which SROs are assigned, and at USD 497 sponsored events and activities SROs attend at the request of USD 497 administrators.
2. An atmosphere in USD 497 schools to which SROs are assigned where teachers feel safe to teach and students feel safe to learn.
3. An increase in identifying at risk youth and guiding them to resources through which they can receive assistance.
4. An increase in positive communications between at risk youth and law enforcement officers.
5. An opportunity for students to develop problem solving and life skills.

## II. ROLES AND RESPONSIBILITIES

### A. Responsibilities of SROs and the LPD

1. LPD shall recruit, train, and assign certified law enforcement officers to serve as SROs in each USD 497 middle and high school. SROs will be visible, active, and professional in the USD 497 schools they serve;
2. SROs will provide leadership in addressing tobacco, alcohol, and drug issues; preventing and diffusing violence; and enhancing safety in the USD 497 school community;
3. SROs will serve as communication liaisons between law enforcement agencies and the USD 497 schools, sharing basic information concerning students as necessary and appropriate;
4. SROs will build rapport with USD 497 students and staff, and between those students and staff and the LPD.
5. SROs will present programs to USD 497 parents and the community on issues related to tobacco, alcohol, and other drugs, violence prevention and safety;
6. SROs will provide information for USD 497 staff on issues related to drugs, violence, gangs, safety, and security;
7. SROs will gather information regarding potential problems such as criminal activity, gang activity, and student unrest, and identify particular individuals who may be a disruptive influence to USD 497 schools, staff, administrators or other students;
8. SROs will share information regarding potential problems and threats with appropriate school staff and administrators;
9. SROs will take the appropriate steps, consistent with their law enforcement officer duties, when a crime occurs;
10. SROs will maintain a current list of referral services and provide USD 497 students and/or their families information about resources for possible assistance when a need is determined;
11. SROs will attend off-campus USD 497-sponsored and related meetings and activities -- including staff in-services and parent group meetings -- as requested by USD 497 administrators and approved by the Program lieutenant;
12. SROs will respond to off-campus criminal activities that are determined or believed to be related to USD 497 students.

13. SROs will NOT be responsible for lunchroom supervision, hall monitoring, or bus duties. SROs will NOT function as school disciplinarians, nor make recommendations regarding student discipline. However, if a USD 497 school principal believes an incident involves a crime, the principal may contact the SRO to determine whether law enforcement action is appropriate;
14. SROs will take a report as necessary when an incident occurs;
15. SROs will generally be available to USD 497 students and staff during regular school hours, and will provide advance notice to their assigned school, when possible, if they will be away for more than a half day at a time. Regardless, SROs will respond to emergency law enforcement activities and court appearances as required, whether or not they are related to USD 497;
16. SROs will direct any media representatives who contact them to the SRO Program supervisor or other appropriate LPD supervisor.
17. LPD acknowledges that when its SROs are provided access to or allowed to inspect any student records maintained by the USD 497, release of such records and any information gleaned from them is governed by FERPA, and it agrees the SROs will abide by FERPA.

**B. Responsibilities of the School District**

1. USD 497 will fund the SROs' attendance at the National Association of School Resource Officers Basic SRO course—and at other trainings USD 497 agrees to, upon request by the Program supervisor.
2. USD 497 shall consider each SRO to be a “school official” and “law enforcement unit” in accordance with FERPA, and shall provide SROs students' class schedules and other records that may contain personally identifiable information (“PII”), for legitimate educational purposes, including but not limited to promoting school safety and the physical security of students, subject to FERPA.
3. USD 497 shall provide SROs access to and the ability to inspect and copy student records – including those in PowerSchool, captured through security systems, and otherwise – subject to FERPA. Unless the disclosure would fit within one of the exceptions to consent in FERPA, SROs may not disclose PII obtained from student records to others, including to other LPD officers who are not acting in the capacity of SROs, without prior written consent.
4. USD 497 shall provide a liaison in each school to coordinate with the SRO assigned there, and shall ensure that administration and staff cooperate, to the

extent allowed by law, with law enforcement investigations and any subsequent actions related to crimes or criminal activities on USD 497 properties.

5. Principals of the USD 497 schools to which SROs are assigned may complete an annual evaluation of the Program and, along with the Program supervisor, contribute to the annual performance evaluation for the SRO assigned to their respective schools.
6. USD 497 will reimburse the City, as billed quarterly at the off-duty hourly rate of each respective SRO, for SROs' attendance at USD 497's request at school-sponsored or related meeting or activities outside SROs' normal work hours.
7. USD 497 will provide, at its expense, the following resources, equipment, and supplies to each SRO:
  - a. Office and filing space that is private and may be secured;
  - b. Basic office supplies, including paper, pens, copying, and printing services;
  - c. Computer equipment, access to the internet, and a USD 497 email account.
  - d. A USD 497 identification badge with district-wide access, as well as a grand master key for all USD 497 properties and facilities.
  - e. A telephone with a private extension;
  - f. A school radio; and
  - g. A designated parking space.

### III. CHAIN OF COMMAND AND ENFORCEMENT PROCEDURES

#### A. Chain of Command

SROs are under the direction of the LPD Office of the Chief. SROs report to the LPD Executive Officer of Diversity and Community Engagement, who in turn reports to a LPD Deputy Chief. Each SRO will collaborate and consult with their assigned school's administrators on a daily basis. However, SROs' ultimate responsibility is to carry out their duties as officers of the LPD, as expressed and interpreted through their chain of command.

**B. Enforcement Procedures**

1. SROs have decision-making authority regarding enforcement within the school, on school grounds, at school sponsored events, and other locations in which students are involved.
2. Arrests, interrogations, or interviews with USD 497 students or staff shall be carried out in a manner that is consistent with the SRO's best judgement, legal requirements, and applicable LPD policies and procedures—along with USD 497's JCAC Policy (as adopted July 1, 2001 / last revised November 25, 2019).
3. Any enforcement actions taken by SROs on school grounds should be as non-intrusive as possible and should foster an ongoing, long-term relationship between USD 497 and LPD. Whenever possible, SROs will consider the interests of all concerned parties, including those of school administrators, when deciding on a course of action in a particular situation.
4. When practicable, an SRO will advise the respective school principal or administrator prior to taking enforcement action on school grounds, subject to the SRO's duties under the law. Otherwise, the SRO will notify the respective school principal or administrator as soon as practicable after any action is taken.

**C. Dedicated to School**

During the school year, SROs will devote at least 75% of their work hours to the school where assigned.

**D. Training and re-certification**

Notwithstanding assignment to the Program, SROs are subject to all applicable LPD training and qualification requirements.

**IV. TERM**

Subject to annual appropriations by the City and all provisions of the Kansas Cash Basis Law (K.S.A. 10-1112 and 10-1113), the term of this Agreement shall be from the from August 1, 2023 through May 31, 2024, and will automatically renew annually on August 1<sup>st</sup> of each successive year, unless one of the parties notifies the other in writing of its desire to cancel at least 30 days before May 31<sup>st</sup> of the then-current year.

V. LIABILITY AND INDEMNIFICATION

Neither party shall be liable for any damages incurred by the other party in connection with this Agreement, nor shall they be required to defend, hold harmless or indemnify the other party for any acts or omissions. The liability of both parties is defined under the Kansas Tort Claims Act (K.S.A.75-6101, *et seq.*)

VI. MISCELLANEOUS

- A. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.
- B. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified at any time by a writing signed by both parties.

Executed, as authorized, by:

CITY OF LAWRENCE, KANSAS  
LAWRENCE POLICE DEPARTMENT

UNIFIED SCHOOL DISTRICT 497

\_\_\_\_\_  
Rich Lockhart, Chief of Police

\_\_\_\_\_  
Dr. Anthony Lewis, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

