

MEMORANDUM OF UNDERSTANDING:

AGREEMENT BETWEEN THE CHICKASAW COUNTY SHERIFF'S OFFICE
AND
NEW HAMPTON COMMUNITY SCHOOL DISTRICT.

This agreement is made and entered into as of this ____, day of March, 2017 by and between The New Hampton Community School District (hereinafter referred to as "NHCSO"), and the Chickasaw County Sheriff's Office, (hereinafter referred to as, "CCSO").

WHEREAS, the CCSO has a responsibility to provide law enforcement service to all school districts within Chickasaw County including NHCSO;

WHEREAS, the CCSO and NHCSO recognize that the safety and security of students and school staff are of the utmost importance;

WHEREAS, the CCSO and NHCSO recognize that Chickasaw County, being a small, close knit community, our Deputies are readily recognized as law enforcement officers by school staff and the families we serve and this distinction continues regardless of "on" or "off" duty status.

WHEREAS, the CCSO and NHCSO recognize the value of positive involvement between students and Deputies through school activities and functions and want to encourage and support participation in these activities.

WHEREAS, a possible concern has been brought up regarding an issue within Iowa Code 724.4B that while on school property an "off duty" Deputy may not carry a firearm without having been "specifically authorized" to carry or transport a firearm on school grounds by the NHCSO.

NOW, THEREFORE, in consideration of the mutual promises herein after set forth, CCSO and NHCSO agree as follows:

- 1. Term of agreement.** This agreement shall be effective as of (starting date) and remain in effect until such time as either party terminates it by providing thirty (30) days prior written notice to the other party. However, the terms may be changed or updated, as needed, upon agreement of all parties.
- 2. Purpose.** The purpose of this Memorandum of Understanding is to establish and maintain an effective working relationship between the CCSO and NHCSO, who, together, have a mutual concern for the safety and well being of the students and staff who attend school. This agreement will provide clarification and communication between CCSO and NHCSO regarding the potential possession of weapons by off duty Deputies while on school property.

- 3. Terms and Conditions for the CCSO.** CCSO has agreed to encourage our staff's ongoing involvement in school activities and functions. CCSO will maintain all required training and certification for any Deputies representing the CCSO. Deputies while out of uniform and off duty will have the understanding that if a Deputy chose to carry a weapon it should be kept concealed. Any Deputy carrying a weapon would also carry appropriate credentials including a department issued badge and identification. The Deputy would wear the badge where it would be visible whenever the weapon would be visible; however the expectation is that both the weapon and badge would be concealed to reduce any concerns or drawing undue attention to the Deputy.
- 4. Terms and Conditions for the NHCSO.** NHCSO has agreed to specifically authorize CCSO certified Deputies to go armed with, carry, or transport a firearm while on the school grounds, regardless of actual "on" or "off" duty status. This agreement by no means requires that Deputies will be carrying weapons and it is understood that the purpose of this agreement is to resolve any issues by providing specific authorization if they choose to.
- 5. Termination.** Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this agreement on the date and year first written above.

By: NHCSO

Jay Jurrens, Superintendent

Date

By: CCSO

Martin Hemann, Sheriff

Date