

MEMORANDUM OF UNDERSTANDING

By and Between

THE UNIFIED GOVERNMENT OF WYCO/KCK

and

WYANDOTTE COUNTY SHERIFF'S OFFICE

and

TURNER USD 202, WYANDOTTE COUNTY, KANSAS



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I. INTRODUCTION

THIS AGREEMENT is entered into between the Wyandotte County Sheriff's Office (hereinafter referred to as the "WYSO") and the Unified Government of Wyandotte County and Kansas City, Kansas (hereinafter referred to as the "UG") and the Turner USD 202 (hereinafter referred to as "TURNER").

WHEREAS, WYSO, the UG and TURNER wish to partner with one another to support a specialized "Pathways to Corrections Cadet Program" ("Program") to better prepare students for careers in Corrections;

WHEREAS, the sole purpose of this Memorandum of Understanding is to document the terms under which the WYSO, the UG, and TURNER agree to jointly pilot the "Pathways to Corrections Cadet Program" ("Program") to qualified students from TURNER.

WHEREAS, WYSO and UG will dedicate the resources necessary to support this specialized "Pathways to Corrections Cadet Program" to better prepare students for careers in Corrections;

WHEREAS, TURNER will dedicate the resources necessary to support this specialized "Pathways to Corrections Cadet Program" to better prepare students for careers in Corrections;

WHEREFORE, in consideration of the mutual agreements contained in herein, the parties agree to the Program Overview hereto attached in Appendix A, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual assent of all the parties;

WHEREAS, the parties recognize the career path to the Sheriff's Office is an onerous one with stringent eligibility requirements and thus a potential cadet must meet and maintain certain eligibility criteria as defined and set forth in Appendix B, incorporated as if fully set forth herein, which may be amended from time to time as required, in writing and with thirty days (30) notice to all parties, and at the direction and in the sole discretion of the Sheriff;

WHEREAS, pursuant to these goals, the WYSO and the UG agree to assume the roles and responsibilities as set forth and provide support of the program in the manner outlined in Appendix C, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual assent of all the parties;

WHEREAS, pursuant to these goals, TURNER agrees to assume the roles and responsibilities as set forth and provide support of the program in the manner outlined in Exhibit

D, incorporated as if fully set forth herein, which may be amended from time to time as required, by request, in writing, and with the mutual assent of all the parties;

THEREFORE, the WYSO, the UG, and TURNER agree that it is in the best interest of all concerned to enter into this Memorandum of Understanding.

II. DEFINITIONS

Correctional Specialist - is responsible for the day-to-day operation of the county jail and provides charge and custody of the Adult Detention facility. Successful interaction with inmates, enforces the rules and regulations of the Wyandotte County Detention Center, and ensures the rights of inmates are protected under the Constitution of the United States. Housing consists of minimum- and maximum-security levels. The Wyandotte County Sheriff's Office is a full-service law enforcement agency. The Correction Specialist is an unarmed, non-union position.

Correctional Specialist Cadet- will be in training in the Training Unit to become qualified to hold the position of the Correctional Specialist. As a cadet in training, they are responsible for learning about the day-to-day operation of the county jail to include developing practices for the successful interaction with inmates of all custody levels, enforcing the rules and regulations of the Wyandotte County Detention Center, and ensuring the rights of inmates are protected under the Constitution of the United States. The Wyandotte County Sheriff's Office is a full-service law enforcement agency. The Correction Specialist Cadet is an unarmed, non-union position, part-time paid position.

Training Coordinator – Command Staff Member designated by the Sheriff to coordinate the Training Unit and its staff.

Training Staff – Deputies assigned by the Sheriff to staff the Training Unit. Training staff is responsible for scheduling and conducting the training needs of the Sheriff's Office.

Training Unit – The division within the Sheriff's Office responsible for all training for Sheriff's Office personnel.

III. GUIDING PRINCIPLES

All parties under this Memorandum of Understanding recognize that eligible students are unique in terms of their assets, motivation, goals, backgrounds, and needs. As such, the parties acknowledge the following:

- Eligible students are members of the community with all the rights, privileges, and opportunities afforded the greater community.
- Eligible students have a right to privacy, and the right to determine for themselves matters affecting their lives.
- Eligible students need to have input in determining their career paths that will help them live independently and become a positive contributing member of society.

IV. COMMUNICATION PLAN

- A. The WYSO, the UG, and TURNER, will each designate a primary and secondary individual to receive official communication regarding this project and the roles and responsibilities outlined in this MOU. Contact information, including business phone numbers, fax numbers, email addresses and business addresses will be exchanged between all three parties. Any change in status of the primary or secondary individual, or any change of the contact information, will be updated and exchanged between all three parties. This information will be contained in Appendix E and shall be updated as required without the necessitation of a formal amendment.
- B. Successful completion of the program is one of the objectives of the communication plan and all parties should collaboratively identify and work together to find resolutions, when possible, when concerns or issues arise that could result in dismissal of the student from the program.

V. FUNDING

- A. The Sheriff, the Unified Government, and Turner USD 202 have funding to fulfil their responsibilities as outlined hereto in Appendices C & D respectively, and provide the supportive services identified in this Memorandum of Understanding and anticipates the continuation of this funding. The Sheriff, the Unified Government, and Turner USD 202 are committed to providing appropriate, exceptional programs and services to eligible students and are committed to providing these programs over the long-term, pending available resources; and
- B. It is understood that the roles and responsibilities as committed by the Sheriff, the Unified Government, and Turner USD 202, and as defined in this Memorandum of Understanding, are contingent upon continued funding. While it is impossible to guarantee continued funding (or secure guarantees from funding sources), it is expected that the operating budget of the Sheriff, the Unified Government, and Turner USD 202 will remain stable over the long-term.

VI. TERM

This Agreement will be in effect from August 1, 2023, through July 31, 2024. This Agreement will be automatically renewed with the same terms and conditions annually thereafter except where any party provides written notice of non-renewal sixty (60) days before the annual termination date. Otherwise, this Agreement may be terminated in accordance with Section VII: Termination.

VII. TERMINATION

The Sheriff, the Unified Government, and Turner USD 202 may terminate their participation in the “Pathways to Corrections Cadet Program” for any reason by giving sixty (60) days written notice prior to the termination.

VIII. CONFIDENTIALITY

The WYSO, the UG, and TURNER acknowledge that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other’s operations as it relates to the project. Both agree that they will not disclose confidential information and/or material without the consent of the other party, and unless such disclosure is authorized by this Agreement or required under law. In addition, the eligible student’s confidential information will be handled with the utmost discretion and judgment.

IX. NONDISCRIMINATION

There will be no discrimination of any eligible student on account of race, color, creed, religion, sex, marital status, sexual orientation or identification, age, handicap, ancestry, or national origin in Cadet selection.

X. SEVERABILITY

In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity, legality, and enforceability of the remainder of the Agreement.

XI. AMENDMENTS

Unless otherwise stated herein, this Agreement may be amended only with the mutual consent of the parties.

XII. CONTRACTUAL PROVISIONS ATTACHMENT

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto as Appendix F, are hereby incorporated in this contract, and made a part thereof.

XIII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT

The persons signing this Agreement on behalf of the WYSO, the UG, and TURNER hereto certify by said signatures that they are duly authorized to sign this Agreement.

For the Wyandotte County Sheriff's Office

Signed: _____ Date: _____
Daniel Soptic, Sheriff of Wyandotte County

For the Unified Government of Wyandotte County and Kansas City, Kansas

Signed: _____ Date: _____
County Administrator or Designee

Signed: _____ Date: _____
Renee Ramirez, Human Resource Director

For the Turner USD 202 Kansas City, Kansas Public Schools

Signed: _____ Date: _____
Dr. Jason Dandoy, Turner USD 202, Superintendent

Approved as to Form:

Signed: _____ Date: _____
Joni Cole, Legal Advisor to the Sheriff

Signed: _____ Date: _____
Legal Counsel for Turner USD 202

APPENDICES

Appendix A – Program Overview

Appendix B – Criteria for Student Eligibility

Appendix C – Sheriff and UG Roles and Responsibilities

Appendix D – TURNER Roles and Responsibilities

Appendix E – Contact Information

Appendix F - DA-146a (Rev. 06-12) – Contractual Provisions Attachment

Appendix A – Program Overview

The Wyandotte County Sheriff’s Office seeks to find its next generation of Sheriff’s Correctional Specialists and Deputies who are committed to service in the Wyandotte County Community. Through the program, applicants will be able to gain hands on education and experience in the field of law enforcement and corrections through a paid internship program. Upon successful completion of the program, qualified Correctional Specialists Cadets will be eligible for full-time employment in the position of a Correctional Specialist 1 which includes extensive benefits and potential hiring bonuses, subject to availability.

Each Applicant must be able to meet the hiring requisites. Upon admission to the Program, the Cadet will attend the following training opportunities and classes:

General Education

- Report and Ticket Writing Basics
- Correctional Law
- Peer-Support
- Mental Health in Law Enforcement
- CPR/IFAK & NARCAN (IFAK-Individual First Aid Kit; use of tourniquets and wound care)
- Verbal Judo (A system we use to teach new deputies a way to speak with inmates, help them control escalating conversation with inmates)
- Detention Shadowing
- Con Games (different ways that an inmate will try to get over on staff for a benefit)
- Crisis Management
- Managing Inmates in Crowded Conditions
- Warning Signs (this helps new deputies be aware of warning signs of trouble inside the jail)

SOP-Standard Operating Procedures

- SOP A – Administrative
- SOP B – Emergency Plans and Procedures
- SOP C – Admissions
- SOP D – Classification
- SOP E – Security
- SOP F – Detainee Rights, Privileges, and Programs
- SOP G – Medical Services
- SOP H – Maintenance and Sanitation

Lexipol Policies

- 1006 Drug and Alcohol-Free Workplace
- 1007 Sick Leave
- 1023 Personal Appearance Standards
- 1024 Uniforms and Civilian Attire
- 1027 Badges, Patches, and Identification
- 1030 Speech, Expression and Social Networking
- 322 Agency Use of social media
- 324 Media Relations
- 325 Subpoenas and Court Appearances
- 805 Protected Information
- 900 Temporary Custody of Adults
- 901 Temporary Custody of Juveniles
- 902 Custodial Searches

*As of now, we are planning for 92 total hours of training with the cadets (37 total days, 2.5 hours per day). The remainder of the hours would be completed upon their move from Cadet to Correctional Specialist.

Appendix B – Criteria for Student Eligibility

- 1) Must be a high school senior enrolled in Turner USD 202 schools.
- 2) Complete the Unified Government Application and provide supporting documentation.
- 3) Must pass the written examination and physical agility test.
- 4) Must pass a criminal background check, drug screening, and pre-employment physical.
- 5) Must adhere to Sheriff's Office Grooming Standards.
- 6) Students must have and maintain a 95% or higher attendance rate at the time of application and for the duration of the program.
- 7) Student will be committed to one semester as a participant in the Sheriff's Cadet Program: and
- 8) During the semester commitment, Student will be in attendance in person, at the Sheriff's Office direction, two (2) days per week. While this schedule is preferred, the Sheriff's Office understands that each student may require some flexibility. Anything less than the preferred schedule will need to be discussed with the Sheriff's Office point contact.
- 9) Applicants who are under the age of eighteen (18) must have written consent to participate in the program from a parent or legal guardian.

Appendix C – Sheriff & UG Roles and Responsibilities

- The UG and the Sheriff will fund (10) part-time B positions for the Correctional Specialist Cadet Program for a term not to exceed six (6) months.
- WYSO and the UG will provide TURNER with application packets to assist TURNER in the screening process. Completed packets should be returned to the Unified Government Human Resources Department.
- WYSO and the UG will review and process the packets and schedule pre-employment testing within two (2) weeks and verify that all applicants under eighteen (18) years of age have written parental consent on file.
- Accepted applicants will be issued a Conditional Offer of Employment and Acceptance Letter into the Cadet Program.
- The Sheriff's Office will provide education and training in the classroom and in the Detention Facility up to 300 hours.
- Once a Cadet has completed the program, the Sheriff's Office will hold a graduation ceremony to honor the Cadets who complete the program.
- At graduation, the qualified Cadet will be eligible, subject to position availability, to apply for full-time employment with the Sheriff's Office and the Unified Government.

Appendix D – Turner USD 202 Roles and Responsibilities

- Screening Process and selection
 - Must complete the Unified Government Application and Applications must be returned with the following:
 - Birth Certificate – Official State Certified Copy
 - Valid Driver’s License
 - High School Transcript proving eligibility
 - DD-214 – Long form which specifies type and reason for discharge (If applicant has prior military service)
 - Pre-Employment Questionnaire
 - Applicants will be fingerprinted at time application is submitted
 - Applicant should return application in person with original documents
 - Written consent to participate in the program from a parent or legal guardian for applicants under eighteen (18) years of age.
- Will coordinate to meet/ensure high school graduation qualifications of its students; and
- Shall have sole responsibility for recommending the students who apply for participation in the Sheriff’s Office Cadet Program and will recommend to the Sheriff’s Office only those Students who have satisfactorily completed the prerequisites of the educational program and who meet the criteria under Appendix B.
- TURNER or the Student shall provide the student’s travel to the assigned Sheriff’s Office location.
- TURNER shall designate a member of its faculty to supervise the Student’s progress in the Sheriff’s Office Cadet Program and will coordinate a final review of the Student with the student’s manager or the coordinator of the Sheriff’s Office Cadet Program.
- TURNER shall have the right to withdraw a Student from the program upon providing written notice to such withdrawal.

Appendix E – Contact Information

Unified Government Human Resources

Gina Nick
Unified Government Human Resources
701 N. 7th Street
Kansas City, Kansas 66101
913-573-5671
Email: gnick@wycokck.org

Wyandotte County Sheriff's Office

Major John Russell
Wyandotte County Sheriff's Office
Support Services
710 N. 7th St. Suite 20
Kansas City, KS 66101
Phone: 913-573-4129
Fax: 913-573-8114
Email: jrussell@wycosheriff.com

Turner USD 202

Name
Title
Turner USD 202
Address:
Phone:
Fax:
Email:

Appendix F

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of August 2023.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is

determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.