

**AGREEMENT FOR SCHOOL RESOURCE OFFICERS  
LEE'S SUMMIT R-7 SCHOOL DISTRICT**

This Agreement is made and entered into by and between the Lee's Summit R-VII School District ("District") and the City of Lee's Summit, Missouri ("City").

WHEREAS, the City and the District believe that employing police officers within District schools as "School Resource Officers" ("SROs") promotes the community's desire to provide the safest and highest quality educational opportunities in a caring and safe environment;

WHEREAS, the City and the District previously entered into an Agreement, dated January 9, 2012 to define their relationship regarding use of the City's police officers as SROs for District buildings; and

WHEREAS, the City and the District desire to update their agreement describing the scope of services to be provided by SROs and the cost of those services.

NOW, THEREFORE, in consideration of mutual services and mutual benefits from the parties hereto, the City and the District agree as follows:

**1. Goals**

The following are the District's and the City's shared goals for the SRO program.

- (a) Provide a safe, secure, and respectful school environment;
- (b) Enhance the community partnership between Lee's Summit law enforcement officers and the District's students; and
- (c) Provide educational programming to students from trained officers regarding use of tobacco, alcohol, controlled substances, and illegal and other drugs, violence prevention and de-escalation, and other safety issues as appropriate.

**2. School Resource Officer Role**

The role of school resource officers is based on the "triad" approach developed by the National Association of School Resource Officers and its Missouri affiliate. This philosophy envisions an SRO fulfilling three roles: educator, counselor/problem solver, and law enforcement officer.

**3. Employment Relationship**

SROs shall be employed solely by the City and shall not be employees of the District, nor shall the District be considered as a joint employer of SROs. As such, SROs will work under the direction and control of the Chief of Police and will be subject to all times to City rules and regulations. While providing services on the District's behalf, however, SROs will also adhere to all District Board Policies, which are available at <http://www.lsr7.org/school-board/board-policies/>.

The City and District shall coordinate all SRO activities between the District's Director of Student Services (or his or her designee) and the Chief of Police (or his or her designee) with the goal of maximizing the SROs' abilities to assist the District within the City's constraints.

Notwithstanding any provision of this Agreement to the contrary, however, the City and the District agree that SROs may themselves conduct searches of students or their property only if there is

probable cause for such a search, or there exists a legally-recognized exception to the requirement that an SRO have probable cause for such a search.

#### 4. **Scope of Services**

(a) Based upon available staffing, the City shall designate six (6) full-time officers who shall be assigned for duty at the District's respective high schools and/or middle schools, as specified by the District, within the corporate boundaries of the City of Lee's Summit.

(b) The designated SROs shall provide services for at least each day the District's schools are in regular session, currently 182 days per school year. The District may elect and the City may further agree to provide certain SROs for services during the District's summer session.

(c) Pursuant to this Agreement, and consistent with the triad approach, SROs will provide the following services:

(i) School security, including assistance in maintaining order in school facilities;

(ii) Enforcement of the law, including the investigation and reporting of crimes occurring in district facilities;

(iii) Serve as a resource to students in matters relating to law enforcement;

(iv) Serve as a resource for programs which address safety issues, violence prevention/diffusion, and alcohol, tobacco, and other drug related issues;

(v) Develop expertise and provide educational programming to students, including topics such as basic laws, roles of the police, and police mission;

(vi) Monitor and acquire information regarding specific threats which may result in violent, disruptive, and abusive situations in a school facility;

(vii) Assist District personnel in the reduction of school truancy;

(viii) Develop familiarity with local community agencies that offer assistance to students and their families such as mental health clinics, drug treatment centers, etc.;

(ix) Maintenance of records pertaining to the performance of services by the SROs (to be maintained by the City);

(x) Such additional services as may be identified as productive to the welfare of students and school staff and the overall promotion of a safe school environment.

#### 5. **Officer Selection**

The parties agree that officers whom the Chief of Police assigns to be SROs shall demonstrate the following qualifications:

(a) An interest in working with youth;

- (b) Be employed and in good standing with the City's Police Department;
- (c) Pass a background check consistent with the requirements detailed in District Policy GBEB, which shall be conducted by the City;
- (d) Demonstrate appropriate temperament for working with students, school officials, and diverse groups;
- (e) Possess high level problem solving ability, initiative, and willingness to work independent of direct supervision
- (f) Effective public speaking skills; and
- (g) Ability to set a good example to students (on and off duty) and serve as a role model.

Officers shall be selected, appointed, and assigned by the City's Chief of Police to the position of SRO in cooperation with the District, and based upon the qualities identified in this section.

#### 6. **Removal and Reassignment**

The parties recognize that the District has the ultimate authority regarding personnel who work within its buildings. The District may decline to accept an SRO assignment or may request the removal of a particular officer as an SRO, but the District shall not exercise this right unreasonably. In such a circumstance, the following procedure shall apply.

- (a) The District and City shall first engage in a dialogue regarding the District's concerns about the officer in question and shall attempt to work cooperatively to resolve the concerns.
- (b) If the District and City are unable to resolve the District's concerns informally, the District shall provide written notice of its request to remove the officer from the SRO assignment.

In the event of the resignation, dismissal, reassignment, death or long-term absence of an SRO, the City shall make every attempt to assign a replacement SRO; however, the City shall only make SRO assignments when available staffing levels at the Lee's Summit Police Department permit.

#### 7. **Working Hours**

- (a) **Regular Duty.** SROs shall be assigned to their respective school buildings on a full-time basis during those 182 days and hours the school is in regular session. The District shall have the option to request that each SRO's assignment further include up to three (3) weekdays in the week preceding the commencement of the regular school year and up to five (5) weekdays after the conclusion of the regular session. On early release days, the District may require the SRO to attend District meetings or trainings during the remainder of the day.

Each SRO's regular working hours within each building shall be established between the building principal and the SRO with final approval provided by the Chief of Police as required by City rules. Those working hours may be adjusted on a situational basis with the building principal's consent and, as required by City rules, the Chief of Police's (or his or her designee) consent. Such adjustments should be approved prior to their occurrence and shall be used to cover school-related activities requiring the presence of a law enforcement officer.

(b) **Extra Duty.** Where the District desires the presence of a law enforcement officer at events outside of regular duty hours and the particular building's assigned SRO is unable to adjust his or her daily schedule as described in the prior subsection, the City may make other officers available to fulfill the need through the Special Detail Assignment (SDA) program. The District shall communicate all such requests to the Chief of Police (or designee).

(c) **Absences.** The parties recognize that an SRO's absence from his or her assignment poses a burden to that building's safe and orderly operation. The parties agree that the City will make reasonable efforts, based upon available staffing as set out in 4A, to provide a substitute officer for any SRO absence that is reasonably known in advance—such as planned vacations or anticipated medical leaves. For unexpected absences, such as the officer's own illness, the City shall make a reasonable effort to provide a substitute officer.

Consistent with its reimbursement obligations in Section 8, the District will not be responsible to reimburse the City for any day in which an SRO is absent where no substitute is provided, regardless of the reason for the absence.

#### **8. Compensation and Payment**

The City shall be solely responsible for paying and providing any employment benefits to the officers assigned as SROs. The District shall reimburse the City as follows.

(a) Upon receipt of proper invoicing from the City, the District shall promptly reimburse the City for the value of the full salary and benefits of each assigned SRO, calculated on a daily basis, for all hours actually worked as SROs in service to the District.

(b) The City's Finance Department shall determine a method of billing and compensation in cooperation with the District's Purchasing Department.

(c) Hours worked by SROs in excess of an officer's 8-hour workday shall be reimbursed by the District in the amount of 1.5 times the officer's regular rate of pay.

The City shall provide the District with the total for each assigned officer's weekly salary and benefits at the beginning of each school year to allow the District to make cost projections.

#### **9. Equipment/Technology**

The District will provide each SRO with a workspace, a secure weapon storage area, a computer, access to the District's computer network (but not to confidential records stored thereon), and limited access to the District's student information management system (currently, PowerSchool), to the extent permitted by the Family Educational Rights and Privacy Act and Missouri law. The City will be responsible for providing all other equipment and facility requirements to allow SROs to execute their duties.

#### **10. Student Records**

The parties recognize that the District maintains and SROs may at times access highly sensitive, private, and confidential student information and student records. The SROs shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, et seq. ("FERPA") regarding such access. The City agrees that its SROs will not re-disclose, without written consent from a student's parent or guardian, any "protected information", as that term is defined by FERPA, which the SROs learn or ascertain from any service under this Agreement.

**11. Training**

The City shall be solely responsible for all law enforcement-related training and professional development of its officers.

The District shall be solely responsible for training SROs regarding District policies, procedures, and any internal programs with which the District asks SROs to be familiar. SROs shall attend such District training to the extent such training is made available during their regular working hours.

**12. Term**

SRO services that have heretofore been provided by the City shall continue without interruption, and upon execution of this Agreement shall thereafter be governed by the terms hereof. Subject to Section 17 of this Agreement, the term of this Agreement shall continue for two years from the date of final execution of this Agreement. Thereafter, it shall renew automatically for additional one-year terms on each subsequent annual anniversary date of the date of final execution of this Agreement.

**13. Assignability**

The parties agree that the rights and interests contained in the Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the written consent of the other.

**14. Compliance with Law**

All parties shall comply with all applicable federal, state and local laws, and Lee's Summit ordinances, codes and regulations. Both parties affirm their compliance with Mo. Rev. Stat. § 285.530.1

**15. Insurance**

The parties agree and acknowledge that, as Missouri political subdivisions, each maintains appropriate insurance coverage in compliance with Missouri law.

**16. No Hold Harmless**

Each party shall be responsible for the acts and omissions of its respective officers, agents, and employees. The City is not authorized or empowered to make any commitments or incur any obligation on behalf of the School District, but merely provides the services described herein as an independent contractor. Neither the City nor the District agree to protect or hold harmless the other from any claims of persons or companies for injuries to persons or property arising out of the services herein identified.

**17. Termination**

This Agreement may be terminated by either party when written notification is made 90 days prior to the date of termination. Said notification shall be made to the legal address of the other party.

**18. Notice**

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Travis Forbes, Chief of Police  
City of Lee's Summit Police Department  
10 NE Tudor Road Lee's Summit, MO 64086

Dr. Dennis L. Carpenter  
Superintendent  
Lee's Summit R-VII School District  
301 NE Tudor Road  
Lee's Summit, MO 64086

**19. Amendments**

To provide necessary flexibility for the most effective execution of this Agreement, the parties may amend or modify this Agreement by mutual written agreement.

**20. Severability**

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the Agreement shall remain in full force and effect.

**21. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, including, whether oral or written, are hereby merged into and made a part hereof, and are of no further force and effect

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by duly authorized representatives.

ATTEST:

CITY:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SCHOOL DISTRICT



\_\_\_\_\_  
Dr. Dennis L. Carpenter, Superintendent  
Lee's Summit R-VII School District

7/20/18  
Date