

Agreement for School Resource Officers

This Agreement is made and entered into on the date last written below by and between the Lee's Summit R-7 School District ("District") and the City of Lee's Summit ("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 of educational opportunities in a caring and safe environment;

WHEREAS, the City and the District previously entered into an agreement, dated July 20, 2018, to define their relationship regarding the 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 the SROs and the cost of those services.

NOW, THEREFORE, in consideration of the 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 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 Districts students; and
- (c) Provide educational programming to the students from trained officers regarding the 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 Officers' 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 the SROs. As such, SROs will work under the direction and control of the Chief of Police and will be subject to City rules and regulations. While providing

services on the District's behalf, however, SROs will adhere to all District Board Policies, which are available at <https://go.boarddocs.com/mo/lsr7sd/Board.nsf/Public>.

The City and District shall coordinate all SRO activities between the District's Supervisor of Safety & Environmental Services (or his or her designee) and the Chief of Police (or his or her designee) to maximize the SROs' abilities to assist the District within the City's constraints.

Notwithstanding any provision of the Agreement to the contrary, however, the City and the District agree that the SROs may themselves conduct searches of students or their property only if there is a probable cause for such a search, or there exists a legally-recognized exception to the requirement that an SRO has probable cause for such a search.

4. **Scope of Services**

(a) Based upon available staffing, the City shall designate seven (7) full-time officers who shall be assigned for duty at the District's respective high school 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 that 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 the 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 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 GBEBC, 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 independently 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 on 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 circumstances, the following procedure shall apply.

(a) The District and the City shall first engage in a dialogue regarding the District's concerns about the officer in question and shall attempt to work collaboratively to resolve the concern. The District and City shall give a reasonable amount of time for any corrective actions outlined to be completed.

(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.

(c) The District shall give the City a reasonable timeframe to make any adjustment in assignments to avoid any disruption to the educational process or programs and the City's deployment of police personnel.

In the event of the resignation, dismissal, reassignment, death, or long-term absence of an SRO, the City shall make every attempt to provide appropriate police coverage until a replacement SRO can be assigned with due consideration to available police staffing and resources.

7. Working Hours

(a) **Regular Duty.** SROs shall be assigned to their respective 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.

Each SRO's regular working hours within each building shall be established between the building principal and the SRO with final approval 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's) consent. Such adjustments should be approved before 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 4(a), 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 cost of the full salary, benefits, and overtime of each assigned SRO, calculated on a daily basis, for all hours actually worked as SROs in service to the District. The City shall issue such invoices on a monthly basis.

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

9. Equipment and 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, Missouri law, and Board Policies. 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 will 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, "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 internal programs with which the District asks the SROs to be familiar. The SROs shall attend 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 the final execution of this Agreement. Thereafter, it shall renew automatically for additional one-year terms on each subsequent anniversary date of the 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 officers, agents, and employees. The City is not authorized or empowered to make any commitments or incur any obligation on behalf of the District, but merely provides services described herein as an independent contractor. Neither the City nor the District agrees to protect or hold harmless the other party from any claims of persons or companies for injuries to persons or property arising out of services herein identified.

17. Termination

This Agreement may be terminated by either party for any reason by written notification 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 the United States certified mail, postage prepaid, and addressed as hereinafter specified.

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

Superintendent of Schools
Lee's Summit R-VII School District
301 NE Tudor Road
Lee's Summit, MO 64086

19. Amendments

To provide the 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 other provisions of the Agreement shall remain in full force and effect.

21. Entire Agreement

The 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.

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

CITY:

ATTEST:

MAYOR, CITY OF LEE'S SUMMIT

CITY CLERK

DATE

DATE

DISTRICT:



SUPERINTENDENT, LEE'S SUMMIT R-7 SCHOOL DISTRICT

8-25-22

DATE