

# AGREEMENT

Between

CITY OF COLUMBIA, MISSOURI

And

COLUMBIA PUBLIC SCHOOL DISTRICT

For

## SCHOOL RESOURCE OFFICER PROGRAM

This School Resource Officer Agreement (“Agreement”) is entered into between the Columbia Public School District (“CPS”) and the City of Columbia, Missouri (“City”) by and through the Columbia Police Department (“CPD”), collectively referred to as the “Parties”, with the Effective Date to be the date of the last party to execute.

NOW, THEREFORE, the Parties hereto agree as follows:

**1.0 Goal and Objectives.** It is understood and agreed that CPS and City officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:

- 1.1 To build relationships with students, families, and staff that enhance communication and the partnership between the CPD, CPS, and community;
- 1.2 To foster education programs and activities that will increase students’ knowledge of the law and the function of law enforcement agencies;
- 1.3 To encourage SROs to attend extra-curricular activities held at school, when possible, especially those activities with significant crowds;
- 1.4 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances and riots;
- 1.5 To report crimes that occur on campus and to cooperate with law enforcement officials in their investigation of crimes that occur at school;
- 1.6 To cooperate with other law enforcement entities in their investigations of criminal offenses which occur off campus; and
- 1.7 To build relationships with students, families, and staff that enhance communication and the partnership between the CPD, CPS, and community.

**2.0 Employment and Assignment of School Resource Officers.**

- 2.1 Pursuant to the terms and conditions set forth herein, the City agrees to employ four (4) SROs during the regular school session and for a one (1) month summer

school session as outlined in this Agreement. The SRO's shall be employees of the City and shall be subject to the administration, supervision, and control of the City, except as such administration, supervision, and control are subject to the terms and conditions of this Agreement.

- 2.2 The City (with financial assistance from the CPS) agrees to provide and to pay SROs' salary and employment benefits in accordance with the applicable salary schedule and employment practices of the City.
- 2.3 The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO's. However, CPS will be actively involved in interviews and decisions on the placement of SRO's in CPS, with the final decisions resting with the City. To the extent allowed by law, the City shall hold CPS free and harmless from and against any and all claims, suits, or causes of actions arising out of allegations of unfair or unlawful employment practices brought by an SRO. Nothing contained herein shall be deemed a waiver of either Party's defenses or immunities available under law or require the City to hold CPS harmless from CPS's own negligence or intentional acts.
- 2.4 The SROs shall be assigned by the City and CPS as follows:
  - 2.4.1 One (1) shall be assigned to David H. Hickman High School (HHS);
  - 2.4.2 One (1) shall be assigned to Rock Bridge High School (RBHS); and
  - 2.4.3 Two (2) shall be assigned to Muriel Williams Battle High School (BHS)
- 2.5 In the event an SRO is absent from work, for reasons due to illness or personal matters, the SRO shall notify both the SRO's supervisor in the City and the principal of the school to which the SRO is assigned. For prearranged absences (e.g. training or other CPD assigned duties), the City will make every effort to provide a substitute officer for the SRO and/or to schedule absences on days when school is not in session.
- 2.6 CPS will provide office space and office supplies for each SRO.
- 2.7 CPS will provide space for CPS trainings.
- 2.8 CPS will provide the City an annual report that includes:
  - 2.8.1 The number of students referred to the juvenile authorities;
  - 2.8.2 The number of students with school-related police detentions; and
  - 2.8.3 Such other information the Parties deem relevant to the provision of services under this Agreement.

### **3.0 Duty Hours.**

- 3.1 Specific SRO duty hours at a particular school shall be set by mutual agreement between the CPS principal of the school to which the SRO is assigned and the City of Columbia Chief of Police, or their designee. The maximum number of hours that an SRO officer shall be on duty in a two (2) week pay period shall be

eighty (80) hours.

3.1.1 Regular on duty hours worked by SRO, eighty (80) hours in a two (2) week pay period, will be paid by City and shall be reimbursed by CPS at seventy-five (75) percent of the cost of salary and benefits. Any hours worked for SRO duties in excess of eighty (80) hours in a two (2) week pay period related to calls for service initiated prior to the end of the officer's regular shift that extend beyond that shift will be paid by City and reimbursed by CPS at seventy-five (75) percent of the cost of overtime salary and benefits. The City will bill CPS monthly, as needed.

3.1.2 The SRO at each school agrees to work sixty (60) hours of overtime for special events at their assigned schools during each Agreement Term. The City will not bill for the sixty (60) hours of overtime on special events. All additional overtime will be billed at the rate agreed to in Section 3.1.1.

3.1.3 Nothing in this Agreement shall be construed to confer a benefit on any officer. This Agreement is not an employment contract.

3.1.4 The City and CPS are independent contractors. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.

3.2 The high school SROs shall be on duty at their respective school(s) from 08:30 a.m. to 04:30 p.m. unless modified by mutual agreement as set forth in Section 3.1.

3.3 It is understood and agreed that time spent by SROs attending juvenile court and/or criminal cases arising from and /or out of their employment as an SRO shall be considered as hours worked under this Agreement.

3.4 CPS is responsible for all off-duty costs associated with DHS coverage and school events (e.g. football games, graduations, etc.).

**4.0 Basic Qualifications of School Resource Officers (SROs).** To be an SRO, an officer must first meet all of the following basic qualifications:

4.1 Shall be a commissioned officer and should have a minimum of three (3) years of law enforcement experience;

4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws; City and County ordinances, and Board of Education policies and procedures;

4.3 Shall be capable of conducting in-depth criminal investigations;

4.4 Shall possess even temperament, and an ability to build relationships with students, staff, and parents;

4.5 Shall possess communication skills which would enable the officer to function

effectively within the school environment; and

- 4.6 Shall possess high levels of skill and training as an officer. The City will be responsible for the skill level and training of the officer. CPS will provide additional in-service for the SRO regarding the specific building practices and culture.
- 4.7 Each SRO shall have passed a criminal history background check and shall not be on the Family Care Safety Registry (FCSR), or the central registry of child abuse and neglect of the Children's Division (CD) of the Department of Social Services, or any sexual offender registry.

## **5.0 Duties of School Resource Officer.**

- 5.1 To protect lives and property for the citizens and public school of the City;
- 5.2 To enforce federal, state, and local criminal laws and ordinances;
- 5.3 To investigate criminal activity committed on or adjacent to school property;
- 5.4 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal, or the principal's designee, or by the parents of a student;
- 5.5 To assist other law enforcement officers with outside investigation concerning students attending the school(s) to which the SRO is assigned;
- 5.6 To participate in re-entry procedures (Restorative Practices) with students who have had a formal interaction with the SRO (they are returning after being detained by the SRO) or in cases where the presence of the SRO would benefit the student.
- 5.7 When requested by CPS, each SRO will teach a 9<sup>th</sup> grade advisory class to provide small- group and whole-class education on topics of importance to adolescents (i.e. school safety, courage in decision making, substance abuse and/or gang activities).
- 5.8 SROs may participate with Restorative Practices within CPS as part of the CPS equity workgroup.
- 5.9 The SRO will participate in high school mental health coalition checklist reviews, three (3) times a year, and will meet with each school's outreach counselor, as needed.
- 5.10 SROs are not involved in District or building-related disciplinary decisions.

## **6.0 Chain of Command.**

- 6.1 As employees of the City, SROs shall follow the chain of command as set forward in the Columbia Police Department Policies and Procedure Manual.

6.2 In the performance of day to day duties, each SRO shall coordinate and communicate with the principal, or the principal's designee, of the school to which the SRO is assigned.

**7.0 Training.**

7.1 Training sessions will be conducted to provide SROs with appropriate in-service training such as updates in the law, in-service firearm training, and other required department training. CPS will also provide training on Board of Education policies, regulations, and procedure, including diversity and equity training. Records related to trainings provided by CPS will be provided to the City for retention. CPS will provide additional in-service training for the SROs regarding the specific District and building practices.

7.2 CPD Command Staff may attend CPS trainings associated with equity, diversity, and Restorative Practices.

**8.0 Dress Code.** SROs shall be provided an approved uniform by City which the SRO is required to wear when performing official duties at the school to which the SRO is assigned.

**9.0 Transporting Students.**

9.1 It is agreed that an SRO shall not transport students in the SROs patrol vehicle except:

9.1.1 When the student is the victim of a crime, under arrest, or some other emergency circumstances exist; and

9.1.2 When the parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and the student's continued presence in campus is a threat to the safety and welfare of other students and school personnel.

9.2 If the circumstances require that the SRO transport a student, then the school officials may provide a school official to accompany the officer in the vehicle.

9.3 If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

9.4 An SRO shall notify school officials before removing a student from campus. In the event circumstances prevent such notification prior to removal, the SRO will notify school officials as soon as is reasonably practicable.

**10.0 Investigation, Interrogation, Search and Arrest Procedures.** The policies for SRO investigation of crimes and interrogation, search and arrest of students are as follows:

10.1 **Interrogation Procedures.** In the event a serious crime is committed at school or at

a school activity, the SRO with the assistance of the principal or assistance principal should:

10.1.1 If a student is detained, placed in custody, or arrested, the student must be advised prior to further questioning of their rights as required by law prior to further questioning by the SRO;

10.1.2 If the suspect is under eighteen (18) years of age, the child's parent, guardian, or custodian shall be contacted and must be present during the interview; and

10.1.3 If the suspect in eighteen (18) years of age or older, the student must be advised of their rights, but the presence of an attorney may be waived by the student.

## 10.2 **Search Procedures.**

10.2.1 If the school has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated, or is violating, wither the law or the rules of the school, the school official may search the student and the student's pockets, pocketbooks, book bag, desk, locker, vehicle, or any other similar location within the student's control. When requested by school officials, the SRO shall be present for the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO. The SRO will not direct or request a search without valid consent or a search warrant.

## 10.3 **Reporting of Serious Crimes.**

10.3.1 If the investigation uncovers evidence of a serious crime or dangerous felony as defined by state law and CPS administrative regulations, or a violation of the Safe Schools Act, the school official shall notify the SRO, the student's parent/guardian and the superintendent unless such notification would jeopardize an ongoing investigation.

## 10.4 **Arrest Procedures – School Related Crimes.**

10.4.1 Juveniles. When an SRO arrests or takes a juvenile under the age of eighteen (18) into custody, the SRO shall contact the juvenile office for appropriate actions.

10.4.2 Students eighteen (18) years of age or older. When an SRO arrests or takes a person eighteen (18) years of age or older into custody, the SRO shall select the course of action consistent with state and local law that is appropriate under the circumstances.

10.4.3 If the school initiated the arrest of the student, the principal or the principal's designee, shall be responsible for notifying the student's parents or guardians. Such notification by a school official shall be made as soon as possible, preferably prior to the actual removal of the student from campus, unless otherwise

directed by law enforcement.

10.4.4 If the SRO initiated the arrest, the SRO shall contact the student's parent as soon as practical after the arrest of a student who is deemed a child under the law, as defined in Chapter 211 RSMo., and shall notify the parent/guardian of the reason(s) for the arrest, unless otherwise directed by law enforcement.

**10.5 Arrest Procedures – Crime Committed Off Campus.** Crimes committed at school bus stops or while students are going to and from school.

10.5.1 Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency in the investigation of crimes that occur at bus stops and while students are going to and from school.

**11.0 Bomb Threats.** It is a felony to give false information concerning the placement of a bomb in a school building. School officials, the SRO, and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. CPS has developed an Emergency Procedures Manual, a copy of which shall be provided to the SRO. In all cases, such incidents shall be reported by the principal to the superintendent and to the SRO.

**12.0 Controlled Substances.**

12.1 School officials shall notify the SRO in all cases involving the possession, sale, or distribution of controlled substances at school or school activities.

12.2 Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.

12.3 If there is reasonable suspicion to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified, and appropriate law enforcement action shall be taken in accordance with appropriate federal, state, or local laws.

**13.0 Riots and Civil Disorder.**

13.1 In the event a riot or civil disorder occurs on a school campus, the principal and the SRO shall, if possible, discuss and agree upon a response to the situation.

13.2 If in the opinion of the principal or the SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contract the CPD and request that assistance. The principal or the principal's designee, also shall notify the superintendent.

13.3 The principal or the principal's designee, shall be prepared to respond to question from the news media, parents and other members of the public as soon as order is restored.

- 13.4 The SRO or officer in charge shall inform the principal or the principal's designee, of the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime in their presence.

#### **14.0 Access to Educational Records.**

- 14.1 School officials shall allow SROs to inspect and copy any public records maintained by the school, including directory information such as yearbooks.
- 14.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety.
- 14.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.
- 14.4 City acknowledges that it and the SROs may now and in the future have access to and contact with confidential information of CPS students, including but not limited to the education and/or medical records of CPS students protected by the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the HIPAA (collectively, "Confidential Information"). City shall at all times comply with applicable local, state and federal law regarding any such records.

#### **15.0 Term of Agreement.**

- 15.1 The initial term of this Agreement will be from the Effective Date **to June 30, 2024**. Thereafter, the term of this Agreement shall automatically renew for two (2) successive one (1) year terms (July 1 – June 30) unless one party provides written notice to the other party at least sixty (60) days in advance of the end of the then existing Agreement Term that it does not wish to renew the term of this Agreement. In no event shall this Agreement exceed a total of three (3) terms.
- 15.2 Either Party may terminate this Agreement at any time during a term upon sixty (60) days written notice to the other Party.
- 15.3 If this Agreement is terminated by either Party, CPS shall pay City all uncontested amounts due City for all services properly rendered to the date of receipt of notice of termination. City shall provide an invoice within ten (10) days and CPS shall make payment within thirty (30) days of the date of the invoice.

#### **16.0 Consideration.**



- 16.1 For the initial term of this Agreement, in consideration of City providing the SRO Program as described herein, CPS agrees to reimburse City seventy five percent (75%) of each officers' salary and benefits in effect on October 1, 2023, as the Base Rate of pay not to exceed three hundred seventeen thousand eight hundred fifteen dollars (\$317,815.00). CPS will reimburse City seventy-five percent (75%) for overtime hours calculated under **Section 3.0 Duty Hours**.
- 16.2 For the initial term and each successive term, the reimbursement shall be seventy five (75%) percent of each officers' salary and benefits in effect on October 1 during the then existing term as the Base Rate of pay and for overtime hours are calculated under **Section 3.0 Duty Hours**.
- 16.3 For the initial term and each successive term, payments of the Base Rate of pay shall be paid in nine (9) equal monthly installments beginning October 1 of each yearly term.
- 16.4 City shall invoice CPS as needed in writing for any additional services described under **Section 3.0 Duty Hours** that have been rendered and at prices consistent with this Agreement payable the first day of each month after invoice through the end of the then existing term.
- 16.5 The total amount of consideration payable in each successive term as the Base Rate may increase no more than ten percent (10%) from the previous term. Overtime hours payable under Section 3.0 Duty Hours shall not be subject to this limitation.

**17.0 Evaluation.** It is mutually agreed that CPS shall evaluate the SRO program annually and evaluate the performance of each SRO annually. These evaluations will be completed with forms developed jointly by CPS and City. These records will be maintained by City. It is further understood that CPS evaluation of each officer shall have significant consideration regarding the retention of the officer as an SRO. However, City retains the final authority to evaluate the performance of the SRO's and remove or replace an SRO.

**18.0 Scope of SRO Services Contract.** All terms in this Agreement only apply to the specifically designated SRO officers and do not change any other existing agreements between CPS to employ sworn officers of the CPD to work for CPS in an off-duty capacity, nor any other Agreements between CPS, CPD and other law enforcement agencies..

**19.0 Amendment.** This Agreement is subject to review and revision at the request of either Party upon written notice by either Party. Upon receipt of written notice, both Parties agree to endeavor towards a mutually beneficial agreement. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly

authorized officer or representative of the applicable Party or Parties.

**20.0 Anti-Discrimination.** City and CPS agree that there shall be no discrimination on the basis of age, race, religion, creed, sex, national origin, handicap, or veteran's status.

**21.0 Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri, without regard to or application of provisions relating to choice of law. If any dispute arises from the Agreement, the venue of any litigation arising therefrom shall be the Circuit Court of Boone County, Missouri, and the prevailing party shall be entitled to recover its attorneys' fees and expenses through all appellate levels in addition to any other relief that may be granted.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have executed this School Resource Officer Agreement by their duly authorized representatives as of the date of the last signatory hereto.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_

De'Carlton Seewood, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Nancy Thompson, City Counselor / mc

(Seal)

**COLUMBIA PUBLIC SCHOOLS**

By: \_\_\_\_\_

Dr. H. Brian Yearwood, Superintendent

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_