

**BILL NO. 4557**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT WITH THE CITY OF WEST PLAINS, MISSOURI AND WEST PLAINS R-7 SCHOOL DISTRICT.

WHEREAS, the West Plains R-7 School District desires the services of three School Resource Officers in its schools; and

WHEREAS, the City of West Plains desires to provide three School Resource Officers for the West Plains R-7 School District; and

WHEREAS, the Community in general benefits from programs that involve police in schools; and

WHEREAS, the West Plains R-7 School District and the City of West Plains have a history of cooperation in providing a quality service to the citizens of our communities.

NOW, THEREFORE, be it resolved by the Council of the City of West Plains, Missouri as follows:

Section 1. The Agreement between the City of West Plains and the West Plains R-7 School District attached hereto as EXHIBIT A is hereby approved and the Chief of Police is authorized and directed to execute the Agreement on behalf of the City of West Plains. The Agreement as executed shall be in substantially the form of EXHIBIT A, with such changes therein as shall be approved by the officers of the City of West Plains executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City of West Plains under the Agreement.

Section 2. This Ordinance shall be in full force and in effect after the date of passage and approval.

PASSED AND APPROVED THIS 18<sup>th</sup> DAY OF JUNE 2018.

CITY OF WEST PLAINS, MISSOURI

BY: \_\_\_\_\_  
MAYOR JACK PAHLMANN

ATTEST:

\_\_\_\_\_  
CITY CLERK MALLORY SNODGRAS

**CITY OF WEST PLAINS – WEST PLAINS R7 SCHOOL DISTRICT  
SCHOOL RESOURCE OFFICER (SRO) PROGRAM**

**AGREEMENT**

**ARTICLE I**

It is the intent and provision of this agreement to provide for the services of a school resource officer with such services to be rendered at such school sites as more fully described herein below for a term commencing on July 1, 2018 and expiring on June 30, 2020. It is expressly agreed and understood that the school and the city shall not be bound hereby beyond the foregoing term.

**ARTICLE II**

**Rights and duties of the City**

The City shall provide a school resource officer (SRO) and services as follows:

A) Training

The SRO shall be a sworn law enforcement officer. The city will assure that SRO assigned will attend specialized training as needed to work with the youth at school sites. Such training may consist of law enforcement course work addressing working with youth at schools, professional training in such areas, or training and experience in connection with other recognized school / youth law enforcement programs (e.g., D.A.R.E.).

B) Assignment of School Resource Officer

1. The City shall assign three (3) regularly employed police officers to serve as SRO who shall serve the West Plains R7 School District pursuant to a schedule to be determined in conjunction with the principals of the schools and the Chief of Police of the City, which will allow for regular rendition of services at said schools. In addition, the SRO shall perform services on an as needed basis in other schools within the district and the schedule to be devised will allow for such.

2. The SRO shall report directly to the assistant Police Chief within the Police Department who, as the SRO'S supervisor, will work with the school officials in providing for the rendition of SRO services as outlined herein.

All SRO daily activities at the school will be coordinated thru a designated school official.

C) Regular Duty Hours

The SRO shall perform a regular work week of hours with such hours and pay to be based on duties and pay equivalent to a regular police officer. It is agreed and understood the SRO will from time to time be expected to attend meetings of parents / faculty and school functions on request of a principal.

D) Duties of School Resource Officer

1. Instructional responsibilities / duties of SRO.

The SRO shall work in conjunction with principals of the aforementioned schools and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society, career opportunities in law enforcement, drug education, gang resistance education, crime and community, conflict resolution, and other classes as permitted by scheduling and as determined to be appropriate.

2. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.
3. The SRO shall encourage individual and small group discussions with students to further establish rapport with students.
4. When requested by the principal, the SRO shall attend parent / faculty meetings to solicit support and understanding of the program.
5. The SRO shall make him / her-self available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.
6. The SRO shall become familiar with all community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty and staff of the school. The SRO shall notify the principal in writing of the referrals.
7. The SRO shall assist the principals in developing plans and strategies to prevent and / or minimize dangerous situations that may result from student unrest.
8. Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to school policy, police department policy, Missouri revised statutes, and other legal requirements with regard to such interviews.
9. The SRO may, by way of the exercise of his / her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO, in writing, shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law.

Whenever practical the SRO shall advise the principal before requesting additional police assistance on campus.

10. The SRO shall give assistance to the law enforcement officers in matters regarding his / her school assignment, whenever necessary.
11. The SRO shall, whenever possible, participate in and / or attend school functions.
12. The SRO may be assigned special investigations relating to runaways, thefts, or any crime, relating to the students attending schools that the SRO serves.
13. The SRO shall maintain detailed and accurate records of the operation of the school resource officer program, and shall submit reports of an instructional nature as required by the principal or school staff.
14. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school disciplinary codes or standards and the appropriate action to take. This shall not however, be construed to prevent the SRO from sharing information with school administration / staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of school policies and / or codes along with disciplinary procedures. The SRO shall become familiar with school disciplinary policies and standards, and will meet at least annually with the principals for the purpose of reviewing applicable disciplinary standards.
15. The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO shall then determine whether law enforcement action is appropriate. It is agreed and understood that the SRO, as an employee of the Police Department, is authorized to receive and appropriately act on reported activity.
16. The SRO is not to be used for regularly assigned lunchroom duties, hall monitor, or other monitoring duties. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.
17. The SRO should comply with any reasonable request by administration as it relates to school functions.
18. The SRO will, as soon as practical, complete all required Law Enforcement related Incident reports and submit them to the Police Department.
19. The SRO will return to the Police Department for assignment thru the summer when school is not in session.
20. The Police Department reserves the right to call the SRO into service during any emergency.
21. When all security and law enforcement tasks have been completed the SRO can and should assist where extra help may be needed.
22. If a student experiences attendance issues to the extent he/she are in danger of being reported for legal action, the SRO should assist administration to the degree requested by administrators. This may include, making phone calls to parents, sending letters, and making the occasional home visit.

## **ARTICLE III**

### **Rights and Duties of the Schools**

The school shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO'S duties with West Plains R-VII Schools. To be considered the SRO'S base school and the office facilities as outlined below to be provided at such school(s):

1. Access to an air-conditioned and properly lighted office which shall contain a telephone which may be used for general business purpose.
2. A Location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, work table, filing cabinet. And office supplies.
4. Access to a typewriter and / or a computer.

## **ARTICLE IV**

### **Financial of the School Resource Officer Program**

The financing of the SRO will be as follows:

For the 2018 to 2019 & 2019 to 2020 school year(s), the financing will be as follows:

- School - 80 % of SRO salary (school billed on a quarterly basis)
- City - 20 % of SRO salary

At the end of the 2020 school year, the SRO program funding responsibilities will be negotiated between the school and the city subject to the right of either to provide notice of termination of this agreement.

## **ARTICLE V**

### **Employment status of School Resource Officer**

The SRO shall remain an employee of the City of West Plains / Police Department, and shall not be an employee of the school. The school and city acknowledge that the SRO shall remain responsive to the chain of command of the police department.

## ARTICLE VI

### **Appointment of School Resource Officer**

An interview committee will be formed to interview any candidate or candidates. SRO applicants must meet the following requirements:

1. The applicant must be a full-time, certified, sworn police officer with a minimum of two (2) years law enforcement experience.
2. The applicant must be a volunteer for the position.

Among additional criteria for consideration by the SRO interview committee are job knowledge, experience, training, education, appearance, attitude, communication skills, and bearing.

The names of any applicants receiving a favorable recommendation from the committee shall be forwarded to the appropriate city authority (City Administrator), who shall appoint the officer from the list of those recommended.

## ARTICLE VII

### **Dismissal of School Resource Officer: Replacement**

- A) In the event a principal of a school to which the SRO is assigned feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the superintendent that the SRO assignment be reviewed in the program at the school and shall state the reasons therefore in writing. Within five (5) working days of receiving the recommendation from the principal, the superintendent or his / her designee shall advise the city authority of the principal's request. In the event the Superintendent feels the SRO is not performing his duties effectively, the superintendent shall so advise the city authority. If the city authority so desires, the superintendent and the Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school which the SRO is assigned may be required to be present. If the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief of Police, the SRO shall be removed from the program at the school and a replacement shall be obtained following the process set out in Article VI, above.
- B) The city authority or the Chief of Police may dismiss or reassign an SRO based upon Police Department rules, regulations, and / or general orders and when it is in the best interest of the people of the city.

- C) In the event of the resignation, dismissal, or reassignment of an SRO, the city authority shall provide a temporary replacement for the SRO within thirty (30) days of receiving written notice of such absence, dismissal, resignation, or re-assignment. The temporary replacement should have the same qualifications as required in Article VI.

## **ARTICLE VIII**

### **Leave**

Good attendance is imperative to the success of the school and SRO program. Therefore, on days which school is in session, vacation or other leave that is not due to sickness or family emergency will be granted sparingly by school administration. Leave during the first two (2) weeks and/or last (2) weeks of a semester will only be approved in extenuating or unavoidable circumstances. Request for leave shall be approved by Assistant Superintendent of Student Services.

In the event that the SRO has to be out for two or more consecutive days every attempt should be made to have another officer replace them at the appropriate building throughout the remaining leave. If an different officer cannot be secured by the West Plains Police Department, the other SRO's will rotate between buildings and the road officers will be asked to patrol the campus on a regular basis throughout the day.

## **Article IX**

### **Termination of Agreement**

In addition to termination in writing thirty (30) days prior to expiration of the term hereof as provided in Article I, above, this agreement may be terminated by either party upon ninety (90) days written notice that either party has failed to substantially perform in accordance with the terms and conditions of this agreement. This agreement may also be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination of this agreement may only be accomplished as provided herein.

## **ARTICLE X**

### **Notices**

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal service as regular mail, postage addressed as follows:

Superintendent – John Mulford  
305 Valley View Drive  
West Plains, Missouri 65775

City Authority – Chuck Brotherton  
1912 Holiday Lane  
West Plains, Missouri 65775

## **ARTICLE XI**

### **Good Faith**

The School, the city authority, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the superintendent and the city authority, or their designee.

## **ARTICLE XII**

### **Modification**

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

## **ARTICLE XIII**

### **Non-Assignment**

This agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the School Board and Mayor is obtained.

## **ARTICLE XIV**

### **Merger**

This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.



**ARTICLE XV**

**Severability**

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any provision of this agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this agreement to be signed by their duly authorized officers.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
City Authority

Attest: \_\_\_\_\_