SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN THE CITY OF JOPLIN AND
JOPLIN SCHOOLS

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019, by and between JOPLIN SCHOOLS ("District"), a political subdivision and public school district of the State of Missouri whose address is 1717 East 15th Street, Joplin, MO 64801, and the CITY OF JOPLIN, Missouri ("City"), a municipal corporation, whose address is 602 South Main Street, Joplin, MO 64801, for the purpose of providing a school resource officer program between the District and the City, hereinafter referred to together as "Parties."

WITHNESSETH:

WHEREAS, the City and District have a mutual goal to ensure a safe learning environment for students and staff at the District;

WHEREAS, the City and District developed a partnership under a formerly valid agreement wherein the Parties share responsibilities in furtherance of their mutual goal to ensure a safe learning environment for students and staff at the District; and

WHEREAS, the Parties desire to continue their partnership by utilizing four (4) City police officers as School Resource Officers ("SROs") to serve District schools during fall and spring semesters, and one (1) to two (2) SROs to serve District schools during summer session(s), all pursuant to the terms and conditions contained in this new Agreement.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties set forth herein the parties agree as follows:

Section 1. Term. This Agreement shall become effective on the date on which it has been executed by both Parties, and shall extend through the end of the 2019-2020 school year, or at such other date as agreed by the Parties. Thereafter, subject to annual appropriations, it will be automatically renewed for successive one (1) year terms unless either party hereto gives the other party sixty (60) days written notice of intent to terminate the Agreement.

Section 2. Obligations of the City. The City agrees to:

(a) Annually, upon budget appropriations, provide adequate funds (wages and benefits) sufficient to employ four (4) full-time police officers who will serve the City and District.

(b) Select and employ the officers and pay the requisite salary and related employment benefits, including but not limited to workers' compensation insurance as required by Missouri law, to the officers, and provide the required training, equipment, transportation, and education for the officers as required by law, including but not limited to the 40-hour basic school resource officer training as outlined in § 168.450, RSMo, active shooter training, and will attend the SRO basic course within one year of appointment as an SRO.

(c) Ensure that SROs assigned to the District are Missouri POST certified peace officers, as defined in § 590.010, RSMo, and are in compliance with the provisions of Chapter 590, RSMo. In addition, the SROs will be commissioned by the City of Joplin, Jasper County, and Newton County.

Section 3. Obligations of the District. The District agrees to:

a) Annually, upon budget appropriations, provide adequate funds for one-half of the officers' wages. Wages are defined as the regular annual base salary, not to include overtime wages or fringe benefit costs.

(b) Direct the school facilities that will utilize the officers.

Section 4. Obligations of the SRO.

(a) The District has authorized the commissioned SROs to enforce laws relating to crimes committed:

i. On school premises/property;
ii. At school activities; and
iii. On school buses operating within the District.

(b) An SRO may conduct a justified stop on school property and enforce any local violation that occurs on school grounds.

(c) All crimes involving any sexual offense or any felony involving the use of force shall remain under the authority of the local jurisdiction(s) where the crime occurs.

(d) The SRO shall:

i. Provide a safe learning environment to the students and staff of the District.
ii. Facilitate and improve communication and relationships between the City and the students, parents of students, and staff of the District.

iii. Quickly and effectively respond to criminal activity that has occurred at the District or that affected a student or staff member of the District.
    1. The SRO will advise the District Administrators of law enforcement actions as soon as practical.
    2. The SRO will NOT release confidential criminal investigation information to the District administrators or staff unless approved to do so by the Chief of Police or his/her designee.

iv. Help ensure compliance with the Missouri Safe Schools Act.

v. Assist with facilitation or conducting non-suspect interviews of the District students or staff for investigative personnel, in accordance with District policies.

vi. Assist with providing non-confidential information to law enforcement officers or juvenile officers conducting investigations.

vii. Make appropriate referrals to the appropriate Juvenile Office.

viii. Provide safety and security recommendations to District administrators for both personal and physical safety.

ix. Coordinate the delivery of requested presentations to District students on special topic issues, such as, intoxicated driving, cyber safety, bullying, interpersonal violence, etc.

x. Participate, where practical, in school functions, such as: attending athletic events, school dances/prom, graduation events, PTA, school board meetings, etc.

xi. Adhere to all State of Missouri and Federal laws, as well as all policies and procedures of the District. In the event of conflict between direction from City and District, direction from City shall prevail. However, if the District, in its sole discretion, determines a SRO has violated the policies and procedures of the District, the District can request a meeting with the SRO's supervisor to determine next steps regarding the SRO's evaluation and, the District administration may request the SRO's immediate removal from the program and the District. The City shall comply with the District's request based on the performance of the SRO, without requiring

the District participate in the mediation process outlined in Section 5 of this agreement.

xii. While working as a police officer for the City, the SRO shall perform regular work duties at the sole discretion of the City. While serving as an SRO for the District, the SRO will perform day-to-day duties as agreed upon by the District and City.

(e) SROs will be responsible for the Rise Above program and other functions and provide such programs to District students in accordance with the "age appropriate" guidelines set forth in the Rise Above program.

Section 5. Employee Evaluations. As an employee of the City, the City will have the responsibility for all employee/employer related actions including the annual employee evaluation and any necessary disciplinary actions. The City will provide for input from the District into these employee evaluations and/or disciplinary actions. In the event the principal of the school to which an SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall discuss the matter with the District's Assistant Superintendent of Operations, who will try to resolve any issues. However, if the District's Assistant Superintendent of Operations and the principal agree that the respective SRO should be removed from the program, the District's Assistant Superintendent of Operations will provide his or her written recommendation to the City. If the City so desires, the Assistant Superintendent of Operations will meet with the Chief of Police and the SRO in an attempt to mediate or resolve any problems. If, within a reasonable amount of time after the District's Assistant Superintendent of Operations provided his or her written recommendation to the City, the problem has not been resolved, or in the event the City does not seek mediation, then the SRO shall be removed from the program and the District. The City may dismiss or reassign an SRO at its discretion. In the event of the resignation, dismissal, reassignment, or long-term absences of an SRO, the City shall provide a replacement for the SRO as soon as possible, when staffing levels are adequate to do so. If a replacement is not provided within 60 days of such resignation, dismissal, reassignment, or notification of long-term absence, the Parties agree they will meet to discuss the terms of this Agreement and determine whether any amendment is

necessary. The Parties agree that the City will not invoice the District charges for any vacant SRO position.

Section 6. Insurance, Indemnification, and Hold Harmless. In the event that a SRO is injured during duties as a SRO, by intentional, reckless, or grossly negligent acts by a District employee, or by a known dangerous condition or defect in or on District property or facilities, the District agrees to indemnify and hold harmless the City for all damages suffered by said SRO that City shall be legally obligated to pay. The District shall maintain a policy of general liability insurance with combined limits of at least $2,000,000.00, naming the City as an additional insured. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of any party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

Section 7. Invoicing. Each falls semester the City will submit an invoice to the District for the annual salary costs. Said invoice shall be paid within thirty (30) days of receipt.

Section 8. Assignment. The Parties agree that this is a personal services contract and cannot be assigned by either party without the other party's written consent.

Section 9. Modification and Waiver. Modification and waiver of any provision of any provisions of this Agreement shall be effective only if made in writing and attached to this Agreement, signed by both Parties. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

Section 10. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors, administrators, heirs, and permitted assigns.

Section 11. Information Sharing and Confidentiality.

(a) Information Sharing with SROs. The Parties agree that with this Agreement, the District is outsourcing the function of providing safety and security for District schools to the SROs serving the District. Therefore, the SROs are considered "school officials" under the Family Educational Rights and Privacy Act (FERPA) and the District may share education records with an SRO with legitimate educational interests, as long as the following conditions are met:

1. The SRO is performing an institutional service or function for which the District would otherwise use employees (e.g. to ensure school safety);
2. The SRO is under the direct control of the District with respect to the use and maintenance of the education records and complies with the requirements in subsection c of this section;
3. The SRO is subject to FERPA's use and re-disclosure requirements in 34 C.F.R. § 99.3(a), which provides that the personally identifiable information from education records may be used only for the purposes for which the disclosure was made (e.g. to promote school safety and the physical security of students), and which limits the re-disclosure of personally identifiable information from education records; and
4. The SRO meets the criteria specified in the District's annual notification of FERPA rights for being school officials with legitimate educational interests in the education records.

(b) Information Sharing with the City. Notwithstanding any other provision of this Agreement, the Parties shall fully comply with FERPA and all other applicable state or federal laws regarding the confidentiality of student information, as well as Board Policy JO-1, *Student Records*. Information obtained by District staff may be shared with the City as long as the information is not personally identifiable information derived from education records, as defined in 34 C.F.R. § 99.3. For example, information received orally from a student may be shared, even if later recorded in a written statement used by District staff for disciplinary purposes. Information from education records will only be shared with the City in accordance with FERPA, including, but not limited to the following circumstances:

1. The information is "directory information," as defined in Board Policy JO-1, unless the parent/guardian or eligible student requested specifically that such information be kept confidential.
2. The parent/guardian or eligible student has provided consent.
3. The information is being provided in response to a subpoena.
4. The information is being provided in a specific situation that presents imminent danger to students or members of the community or that requires an immediate

need for information in order to avert or diffuse serious threats to the safety or health of a student or other individual.

5. The disclosure is to law enforcement or juvenile justice authorities and concerns law enforcement's or juvenile justice authorities' ability to effective serve, prior to adjudication, the student whose records are released.

(c) **Data Use and Protection Requirements.** Any individual, including an SRO or any officer, employee, or agent of the City, to whom personally identifiable information from education records are disclosed pursuant to this Agreement must comply with the following data use and protection requirements:

1. The officers, employees, and agents of the City that receive information must comply with the use and re-disclosure requirements of FERPA in 34 C.F.R. § 99.33(a). Specifically, the officers, employees, and agents of the City that receive information may only use the information for the purposes for which the disclosure was made and shall not disclose the information to any other party without the prior consent of the parent or eligible student. The District will be responsible for providing annual training related to FERPA and confidentiality in the school setting.
2. The officers, employees, and agents of the City shall not access or remove from District property any personally identifiable information contained in education records, including computers and computer systems, unless the officer, employee, or agent of the City is a school official with a legitimate educational interest in the information.
3. The individuals to whom such information is disclosed must comply with all applicable restrictions set forth in federal law.

(d) Law Enforcement Unit Records. "Law Enforcement Unit" means any individual, office, department, division, or other component of the District, such as an SRO, that is officially authorized or designated to (a) enforce any local, State, or federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or federal law, against any individual or organization other than the District; or (b) maintain the physical security and safety of the District. Records which are: (1) created by a law enforcement unit; (2) created for a law enforcement purpose; and (3) maintained by the law enforcement unit are Law Enforcement Unit

Records and not "education records" under FERPA. The Parties agree that Law Enforcement Unit Records may be subject to release in accordance with the City's policies and procedures.

Section 12. Notice. When any notice or statement of other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

To Joplin Schools:
Assistant Superintendent for Operations
Memorial Education Center
825 South Pearl Avenue
Joplin, MO 64801

To the City of Joplin:
City Attorney
602 S. Main St.
Joplin, MO 64801

Section 13. Termination. Either party may terminate this Agreement at any time by giving one hundred twenty (120) days written notice to the other party.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

For JOPLIN SCHOOLS:

By: _____ Date: _____
Sharrock Dermott, Board of Education President

Attested by: _____ Date: _____
Pat Waldo, Board of Education Secretary

For CITY OF JOPLIN:

By: _____ Date: _____
Name: _____
Title: _____

By: _____ Date: _____
Name: _____
Title: _____