

## SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT is made this     day     \_\_\_\_\_ of 2023 by and between the City of Lexington, Missouri ("City") and the Lexington R-V School District ("District").

WHEREAS, the City agrees to cause its Police Department ("LPD") to provide a School Resource Officer ("SRO") to District, as well as a vehicle and all supplies and equipment necessary to perform the duties of a Missouri Peace Officer, in exchange for compensation from the District.

WHEREAS, the District and the City desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said SRO within the School District.

NOW, THEREFORE, in consideration of the covenants, promises, and agreements contained herein, the sufficiency of which is hereby acknowledged, the District and the City agree as follows:

- 1.0 Goals and Objectives — The District and the City, through it's LPD, share the following Goals and Objectives regarding the SRO to be placed in the school.
  - 1.1 To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies.
  - 1.2 To encourage SRO's to attend extra-curricular activities held at schools, when possible; such as PTA meetings, athletic events, concerts, etc.;
  - 1.3 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, etc.;
  - 1.4 To report serious crimes that occur on campus and to cooperate with the allied law enforcement officials in their investigation of crimes that occur at school;
  - 1.5 To cooperate with allied law enforcement officials in their investigations into criminal activity which occur off campus; and
  - 1.6 To encourage SRO's to provide traffic control at schools when deemed necessary for the safety and protection of students and the general public when a regular patrol officer is not available.
- 2.0 Employment and Assignment of School Resources Officer
  - 2.1 The City, through the LPD, agrees to employ one (1) SRO for the term of this agreement. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City's LPD, except as such administration, supervision and control is subject to the terms and conditions of this agreement.
  - 2.2 The City's LPD agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City of Lexington, including (but not limited to): sick leave,

annual leave, retirement compensation, disability, salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, medical/hospitalization insurance, vision insurance. The SRO shall be subject to all other personnel policies and practices of the LPD except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2.3 The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. The City shall indemnify and hold District harmless from any and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought on by an SRO.

2.4 SRO's shall be assigned by the City's LPD to the school site assigned by the District.

2.5 In the event an SRO is absent from work, the SRO shall notify both his/her supervisor at the LPD and the principal of the school to which the SRO is assigned. In the event that an SRO is absent due to illness or disability for a period of ten (10) consecutive workdays, the LPD agrees to contract and meet with the District superintendent or superintendent's designee to discuss the available options for a replacement SRO.

2.5.1 Based on the nature of the absence, the LPD and the District will discuss the possibility of assigning an officer to the SRO position who is considered to be on a Modified Duty Status if the SRO is able to meet the needs of the District.

### 3.0 Duty Hours

3.1 The maximum number of hours that an SRO shall be on duty is 171 hours in a 28-day cycle. This time is based on a current MOU and working agreement with officers of the City's LPD. The SRO will work with the District's staff on scheduling during the 28-day period so as to maximize the effectiveness of the position and to minimize the need for overtime or additional hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the LPD and the District.

3.1.1 District staff will make every effort to schedule so as to not break up a workday or split shift the SRO's duty day.

3.2 The SRO shall be on duty at their respective school(s) from fifteen (15) minutes before the beginning of the student instructional day until fifteen (15) minutes after the end of the students' day, unless modified by the mutual agreement of the parties. The remainder of the SRO's time shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes.

3.3 It is understood and agreed that time spent by the SRO attending court or juvenile interviews shall be considered work under this Agreement.

3.4 In the event of an emergency, the SRO may be ordered to leave the school duty station during normal duty hours as described above to perform services required of the LPD. If the emergency situation appears to have a potential impact or

effect on the school, every effort will be made to have the SRO remain at the school site for the security and protection of those on the school campus.

- 4.0 Basic Qualifications of SRO — to be assigned by the LPD as an SRO, an officer must first meet all of the following qualifications:
  - 4.1 Shall be commissioned officer in the State of Missouri and have at least two (2) years experience in law enforcement;
  - 4.2 Shall possess sufficient knowledge of the applicable Federal and State Laws, City and County Ordinances, and District Board of Education guidelines and policies;
  - 4.3 Shall be able to conduct in-depth criminal investigations;
  - 4.4 Shall possess even-temperament and set a good example for students; and
  - 4.5 Shall possess adequate communication skills enabling the officer to function effectively with the school environment.
- 5.0 Duties of SRO(s) — the duties of the SRO(s) assigned to District schools include (but are not limited to) the following:
  - 5.1 To protect lives and property for the citizens and public school students of the District;
  - 5.2 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of District Board of Education policies and administrative regulations regarding student conduct;
  - 5.3 To investigate criminal activity committed on or adjacent to District property;
  - 5.4 To counsel District students in some situations, such as students suspected of engaging in criminal misconduct, when requested by a District principal or principal's designee or by the parent(s) of a student;
  - 5.5 To answer questions and conduct classroom presentations for students in law related education field;
  - 5.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
  - 5.7 To provide security for special District events or functions, such as District Board of Education meetings, at the request of the principal of the assigned school, the District Superintendent, or their designee(s); and
  - 5.8 To provide traffic control during arrival and departure of students on an as needed basis. Need is based upon law enforcement determination of actual need.
- 6.0 Chain of Command
  - 6.1 As an employee of the LPD, the SRO shall follow the chain of command as set forth in the LPD Policies and Procedures Manual. However, when on District property in performance of SRO duties, the SRO shall comply with all applicable District Board of Policies and Procedures.
  - 6.2 In the performance of his/her duties, the SRO shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned. Generally, the SRO will be under the direction of the principal or the principal's designee when assigned to a District school.
- 7.0 Training/Briefing
  - 7.1 The SRO shall be required by the LPD to attend monthly training and briefing sessions. These sessions will be held at the direction of the LPD and in coordination with the District so as to minimize time away from the SRO's

assigned school site. Briefing sessions will be conducted to provide for the exchange of information between the LPD and SRO.

- 7.2 Training sessions will be conducted to provide the SRO with appropriate in-service training, such as updates in the law, in-service firearm training, and other in-service training as may be required by State Statute or LPD Policy. The District may also provide training in Board of Education Policies, Regulations, and Procedures.
- 8.0 Dress Code — SRO uniforms shall be provided by the LPD. SRO's shall be required to wear said issued uniform as described and approved by both the District and LPD.
- 9.0 Supplies and Equipment
  - 9.1 LPD agrees to provide the SRO with the following:
    - 9.1.1 Motor Vehicles. LPD Shall provide a standard patrol vehicle for each SRO. The cost of the vehicle will be shared by LPD and the District under the terms set forth in Exhibit A of this agreement. In addition, LPD agrees to:
      - 9.1.1.1 Maintain the vehicles assigned to the SRO;
      - 9.1.1.2 Pay for gasoline, oil, replacement tires, and other expenses associated with the operation of said vehicles; and
      - 9.1.1.3 Purchase and maintain comprehensive general auto liability insurance on said vehicles in an amount not less than the coverage recommended by the Risk Manager for the City and shall cause such insurance policy to list the District as an additional insured.
    - 9.1.2 Weapons and ammunition. The LPD agrees to provide a standard issue pistol and rounds of ammunition for the SRO.
  - 9.2 The District agrees to provide each SRO with the following:
    - 9.2.1 Office — The District agrees to provide a private office within the SRO's assigned school which is to be accessible by the students and staff alike,
    - 9.2.2 Office Equipment — The District agrees to provide the SRO with a printer and access to a private fax machine for confidential intelligence sharing.
    - 9.2.3 Office supplies — The District agrees to provide the usual and customary office supplies and forms required in the performance of their duties.
    - 9.2.4 Computer (Portable Laptop) — The District agrees to provide the SRO with a Laptop that is capable of accessing all Networks, Programs, Sites, Accounts, etc. necessary to carry out their daily duties as SRO.
    - 9.2.5 Communication Device — The District agrees to provide the SRO with a device capable to portable communications as well as with the ability to access Applications necessary for carrying out the daily duties of the SRO position.

9.2.5.1 OR — the District can pay a stipend to the SRO to supplement costs associated with the aforementioned portable communications.

10.0 Transporting Students

- 10.1 It is agreed that the SRO shall not transport students in their vehicles, except:
- 10.1.1 When student(s) are victims of a crime, under arrest, or other emergency circumstances exist, and such transportation is necessary for the SRO to perform his/her duties; and
  - 10.1.2 When student(s) are suspended and sent home from school pursuant to District Disciplinary actions if the student(s) parent or guardian has refused or is unable to pick up the child within a reasonable amount of time, and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel, as determined by the SRO or his/her supervisor.
- 10.2 If the student is to be transported off-campus and is not under arrest, a victim of a crime, violent/disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.
- 10.3 SRO's shall notify the school principal before removing a student from campus.
- 11.0 Investigation, Interrogation, Search and Arrest Procedures — The Standard Operating Procedures for the investigation of crimes and interrogation, search and arrest of students are as follows:

- 11.1 Interrogation Procedures. Standard Operating Procedures and State Statutes will guide the SRO in the interrogation of juvenile(s) suspected of serious crimes (as defined by Missouri Statute or the District's Administrative Regulations) when committed at school or at a school activity.
- 11.1.1 The SRO may have the general authority to question or interrogate any student at school who may have information about criminal misconduct of the violation of policies of the District. As a general rule, an interrogation should be conducted in cooperation with and in the presence of a school official, but when immediate action is necessary or in an emergency situation, the SRO may interrogate a student without the presence of a school official.
- 11.2 Search Procedures. If the school has reasonable suspicion that the search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law, rules of the school, or District policies, the school official may search the student and the student's pockets, pocketbook, book bag, locker, vehicle or any other similar location within the student's control. When requested by school officials, the SRO shall assist with the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct or activity, the evidence may be held for, or turned over to the SRO.
- 11.3 Reporting of Serious Crimes. If the investigation uncovers evidence of a serious crime as defined by Missouri Statute or the District's Administrative

Regulations, a school official shall notify the SRO, the student(s) parent/guardian and the appropriate school personnel.

11.4 Arrest Procedures — School Related Crimes.

11.4.1 Juveniles. When an SRO arrests a juvenile, he/she shall select the least restrictive course of action which is appropriate under the circumstances and meets the immediate needs of the juvenile and the school;

11.4.2 If circumstances permit, the SRO and principal shall mutually agree upon a time during the school day for the removal of the student from school. The student shall be called to the office by the principal at that time;

11.4.3 If the SRO initiated the arrest, the SRO shall contact the student(s) parent/guardian as soon as practicable after the arrest of a student and shall notify parent/guardian of the reason(s) for the arrest.

11.5 Arrest Procedures — Crimes Committed Off Campus (Bus Stops or While Walking to/from School)

11.5.1 School officials generally do not have the legal authority or jurisdiction to discipline students or others for criminal misconduct or juvenile offenses which occur at school bus stops or on public streets as students walk to/from school; unless such criminal misconduct or juvenile offense is the direct result of or a continuation of misconduct which occurred at school.

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

12.0 Controlled Substances

12.1 School officials shall notify the SRO in all cases involving ANY 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 probable cause to believe that a student or any other person has sole or is selling controlled substances at or near a school, the SRO shall be notified. The SRO will coordinate and work with District staff on the appropriate course of action that best meets the needs of the student.

13.0 Access to Education Records

13.1 School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information. However, law enforcement officials may not inspect and/or copy confidential student education records as defined by the Family Education Records and Privacy Act (FERPA), 20 U.S.C. 1232g, 34 CFR Part 99, except as permitted by FERPA.

13.2 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 which is needed in response to the

emergent situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency and the extent to which time is of the essence.

13.3 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.

14.0 Term of Agreement — The term of this agreement is for one (1) school year, commencing on August 1, 2023 and ending on May 31, 2023. The Agreement shall be renewed and extended annually for additional and successive one-year terms, unless notice of non-renewal is given by either party, in writing, prior to June 15<sup>th</sup> of the initial or any succeeding term. If, after the annual review, either party determines this Agreement is no longer satisfactory, that party must notify, in writing, the other party of its intent to terminate the contract within 30 days of the annual review.

#### 15.0 Consideration

15.1 For and in consideration of the LPD providing the SRO program as described herein, the District agrees to reimburse the City for the partial cost of the said Program, subject to approval by the Lexington City Council and the District Board of Education.

15.2 Said compensation shall be paid by the District to the City in 12 monthly installments on or about the first day of the month, beginning on August 1, 2023.

15.3 Specific terms and conditions of the anticipated compensation are as defined in the attached Exhibit A to this Agreement and will be reviewed at the end of each year of the contract, no less than one month prior to the renewal of the contract, for the next year.

16.0 Evaluation. It is mutually agreed that the District shall evaluate annually the SRO program and the performance of each SRO on forms developed jointly by the parties. It is further understood that the District's evaluation of each officer is advisory only and that the LPD retains the final authority to evaluate the performance of SRO(s).

16.1 This evaluation shall be completed and delivered to the LPD no less than one month prior to the end of each term of the contract.

#### 17.0 Special Conditions

17.1 In the event that the LPD suffers extreme manpower shortage, preventing adequate law enforcement coverage for the City, the Chief of Police and/or their designee shall notify the District Superintendent, or his/her designee in writing as soon as practical. In the event that the assigned SRO is reassigned to the LPD for patrol purposes for more than 15 consecutive days, the District shall not be held responsible for any subsequent financial contributions toward the City as contemplated by this Agreement.

17.2 In the event that the above described situation occurs, the Chief of Police and/or his/her designee, shall provide updates, including anticipated return date to the District Superintendent, or their designee.

17.3 The LPD shall reassign the initially appointed SRO(s) or provide replacement SRO(s) if the initially appointed SRO(s) are not available, to the District immediately upon availability.

- 18.0 **Contract Revisions** If at any point the District or City discovers a need to make a revision/addition/removal, that party shall notify the other, in writing, of the intention and purpose. The LPD Chief of Police and District Superintendent shall work collectively on revisions, representing their respective entity's best interest. Such revisions shall be signed by both parties. After being signed, the revisions shall immediately go into effect and be kept by this Agreement. Any revisions shall be provided to any and all interested parties (i.e. District's Board of Education, City Council, etc.) within one (1) business week.
- 19.0 **General Liability Insurance.** The City shall cause the District to be listed as an additional insured on any general liability policy purchased or maintained by the City applying to the Operations of the LPD.
- 20.0 **Indemnification.** To the fullest extent permitted by law, the City shall indemnify and hold harmless the District, its governing board, officers and employees from every claim, demand, losses and expenses which may be made by reason of any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent act or omission, or willful misconduct, of the LPD in connection with the City's performance under this Agreement. The City, at its own expense, shall satisfy any judgment that may be rendered against the District, its governing board, officers, or employees related to any such claims covered by this provision. The City also agrees to reimburse District, its governing board, officers, and employees for any sum which they are required to pay on account of such claim, demand, or loss, including reasonable attorney fees. Provided however, the foregoing will not apply to claims directly caused by the actions of the District, its governing board, officers, or employees.
- 21.0 **Entire Agreement.** This Agreement and its Exhibits constitute the entire Agreement between the District and the City concerning the subject matter and supersedes all prior understandings, whether oral or written between the parties concerning the subject matter. And revision to this Agreement shall be made in accordance with Section 18 of this Agreement.
- 22.0 **Severability.** If any provision of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with any Missouri law or binding Federal law, the validity, legality and enforceability of the remaining provisions shall be affected and shall remain in full force and effect.

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**RESOLUTION NO. R-2023-20**

**A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AND EXECUTE AN AGREEMENT BETWEEN LEXINGTON R-V SCHOOL DISTRICT AND THE CITY OF LEXINGTON, MISSOURI FOR A SCHOOL RESOURCE OFFICER.**

Be it ordained by the City Council of the City of Lexington, Missouri, as follows:

**Section 1.** That the Mayor and City Clerk be hereby authorized and directed to execute on behalf of the City of Lexington, Missouri, an agreement with Lexington R-V School District for a School Resource Officer

**Section 2.** That the form and content of said Agreement shall be as set forth in “Exhibit A” attached hereto and made a part hereof.

**Section 3.** This resolution shall take effect and be in full force from and after its date of passage and approval.

READ AND APPROVED by the Mayor and City Council of the City of Lexington, Missouri, this 12th day of September, 2023.

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David Goodloe  
Mayor

ATTEST:

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Carla Ghisalberti  
City Clerk

BOARD OF EDUCATION

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Board President

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Print Name

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Board Secretary

Print Name

CITY OF LEXINGTON

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David Goodloe  
Mayor

ATTEST:

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Carla Ghisalberti  
City Clerk

## Exhibit A

### Additional Terms

The City of Lexington (City) and the Lexington R-V School District (District) agree to the following terms of the Agreement.

#### I. Terms of the Agreement —

- a. The SRO will report to the District beginning the first Monday before regular classes begin at the beginning of the District's academic calendar year. The SRO will end his/her duties on the last Friday after the end of regular classes in the Spring per the District's academic calendar.
- b. During District Spring and Winter breaks, along with the summer months, the SRO will report to the Lexington Police Department and assume duties as a regular patrol officer.

#### II. Cost of Contract —

- a. The annual cost for the SRO position will be \$56,530.00. This cost includes salary and benefits for the full-time police officer employed by the City of Lexington. Each installment will be \$2355.00 (or otherwise equivalent to 1/12 of 50% of the estimated annual cost for the SRO position) plus 50% of the costs associated with any mandated police/SRO training that occurs during any given month. Notwithstanding the foregoing, costs associated with non-law enforcement related training required of the SRO by the District shall be paid by the District.