

**SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN CITY OF MERIDIAN AND WEST ADA SCHOOL DISTRICT: 2020–2021 SCHOOL YEAR**

This AGREEMENT, entered into by the City of Meridian, a political subdivision of the State of Idaho, hereinafter referred to as “the City of Meridian”, and Joint School District No. 2, dba West Ada School District, an Idaho school district and body corporate and politic of the State of Idaho, hereinafter referred to as “the District”.

WHEREAS, the District desires increased law enforcement from the City, through the Meridian Police Department; and

WHEREAS, the City of Meridian and the Meridian Police Department desire to provide increased law enforcement services to the District, through the Meridian Police Department; and

WHEREAS, the parties recognize their mutual interest can be furthered through the use of the School Resource Officer (SRO) Program of the Meridian Police Department.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. This Agreement shall be for the sole benefit of the District and the City and shall not be interpreted to benefit third parties. The relationship of the parties hereto is that of contractor and independent contractor, and it is expressly understood and agreed that each party and their officers, agents, and employees do not in any way, nor for any purpose, become a partner, agent, joint venturer, servant, or employee of the other.

2. The City of Meridian, through the Meridian Police Department, shall provide School Resource Officer services at designated campuses, as referenced in Paragraph 3 below, including, but not limited to: investigating and preventing crimes against persons or property; identifying and arresting violators of state and local laws; filing investigative reports

and other required reports or documents; patrolling; and, to a limited extent, maintaining building security, controlling traffic, and enforcing traffic laws around schools.

3. The City of Meridian shall provide one (1) SRO Sergeant for a single point of contact communication, one (1) School Resource Officer at Mountain View High School, one (1) School Resource Officer at Meridian High School, one (1) School Resource Officer at Rocky Mountain High School, one (1) School Resource Officer at Victory Middle School, one (1) School Resource Officer at Meridian Middle School, one (1) School Resource Officer at Sawtooth Middle School, one (1) School Resource Officer at Lewis and Clark Middle School, one (1) School Resource Officer at Heritage Middle School, and one (1) School Resource Officer to cover Central Academy, Meridian Academy, Crossroads Middle School, and Pathways Middle School.

4. As a professional service provider and de facto member of the school management team, the SRO shall endeavor to maintain open and regular communication with the assigned school principal and shall positively promote the school, staff, students, and administration to the community. At the beginning of each school year the SRO shall meet with the principal to discuss the principal's expectations. In addition, on a weekly basis, the SRO shall meet with each principal or the principal's designee or provide an Activity Log indicating where and on what school activities the SRO was involved in during the prior week, unless the assigned principal does not request one.

5. Prior to assignment to a school, SROs shall have basic SRO certification, or, in unexpected situations, shall obtain same within one (1) calendar year. SROs shall obtain ongoing training pertinent to their assignment, as such training is available.

6. The Meridian Police Chief and the District will determine how the officers performing the duties under this Agreement will be deployed, and the manner in which the

services contemplated by the Agreement shall be provided. The Meridian Police Department will communicate to the assigned school principal whenever concerns or problems regarding scheduling, duties, or other items occur. The interiors of buildings will not be patrolled by SROs except as is necessary to investigate crimes, apprehend criminal suspects and otherwise perform the duties contemplated herein; however, the SROs shall maintain high visibility with students during break and lunch periods.

7. The Meridian Police Chief and his officers shall have the right to exercise due discretion in the performance of this Agreement, including, but not limited to the type, nature, extent, and result of any response or activity undertaken by the Meridian Police Chief and his officers.

8. a. With the exception of paragraph 8(b) below, the conduct of the Meridian Police Chief and his officers will be governed by the Meridian Police Policy Manual (hereinafter "Manual" – available upon request). In the event that the District's procedures conflict with the procedures set forth in the Manual, the provisions of the Manual shall prevail. The Manual which will be maintained at the Meridian Police Department shall be an integral part of this Agreement and it is incorporated herein as if set forth fully.

b. District and Parental Notifications. Notwithstanding any other provisions herein to the contrary, the following procedures shall be used in all instances with regard to notifying the principal and/or a student's parents about the interaction of SROs with students:

i. When an SRO interviews a student in the course of investigating a crime, the SRO shall notify the school principal, or designee, of the fact that an interview with the student was conducted, no later than the end of the school day in which the interview was conducted.

*ii.* In the event that a student is arrested by an SRO or if the SRO finds it otherwise necessary to remove the student from school, the SRO shall immediately notify the principal of the school, or designee.

*iii.* Upon receiving notice of any of the above circumstances from an SRO, the principal, or his or her designee, shall make reasonable efforts to contact the student's parent or guardian. If contact is made, the principal may tell the parent or guardian of the student that a police officer questioned the student, removed the student from campus, or arrested the student, as the case may be, and may further state that additional information may be obtained by contacting the Meridian Police Department or if another enforcement agency is involved of which the principal is aware the principal may then give the parent or guardian that information.

*iv.* If a student's parent or guardian contacts the principal about interviews conducted by an SRO, the principal may disclose any information received by the principal from the SRO and may refer further questions to the Meridian Police Department or the correct law enforcement agency if another law enforcement agency is involved of which the principal is aware.

9. The City of Meridian shall use ten (10) suitably trained police officers in meeting its obligation herein, each of whom may be physically present at one of the school campuses referenced in Paragraph 3, in accordance with a schedule that is mutually agreeable to the District and the Meridian Police Department. If scheduling conflicts occur causing an SRO to be off campus during a scheduled on-campus period, efforts will be made to provide prior notice and arrange with the assigned school principal to provide adequate coverage. If the SRO will be absent from the assigned school for a full or partial day the SRO shall notify the school principal in advance or as soon as practical.

10. During each annual performance evaluation of an SRO, the evaluating supervisor shall consult with the principal of the assigned school(s) in preparing the evaluation.

11. Meridian police officers providing additional services and police protection under the terms of this Agreement will wear the authorized uniform of the Meridian Police Department.

12. The parties recognize that the District may from time to time adopt policies, procedures, rules, and regulations affecting the conduct of persons present on the campuses referenced in Paragraph 3. To the extent that violation of those policies, procedures, rules, and regulations constitutes a violation of law, including breach of the peace, or a threat to public health or safety, those policies, procedures, rules, and regulations will be enforced by the Meridian Police Chief and his officers. To the extent that violation of those policies, procedures, rules, and regulations does not constitute a violation of the law, the Meridian Police Department is not required to take law enforcement action and will leave the enforcement thereof to the District. SROs shall inform the principal, or his designee, of violations of school policies, procedures, rules or regulations of which he/she has personal knowledge.

13. This Agreement is for a period commencing on or about August 24, 2020, and ending on or about June 4, 2021 in accordance with the District's Calendar. It is agreed under the terms of this Agreement that the SROs shall commence the duties set forth herein one (1) week prior to the first day of classes in August 2020, and will complete the obligations one (1) day after the last day of classes in June 2021. Should the parties wish to enter into an agreement for the City to provide SRO services to District during the 2021 summer school session, they shall negotiate and execute an addendum to this Agreement as set forth in Paragraph 25.

14. As consideration for the services provided by the City of Meridian pursuant to the terms of this Agreement, the District shall pay the total sum of \$469,862.00 to the City of Meridian in two installments. One-half (\$234,931.00) shall be paid on January 30, 2021, and the balance (\$234,931.00) on or before May 31, 2021.

15. Security for events outside normal school hours will be reviewed and approved by the City of Meridian per the following steps:

- SPECIAL EVENTS

The District shall provide the Meridian Police Department with a list of special events and scheduled after-school activities for all schools within the city limits of Meridian at which the District is requesting law enforcement officers to be present. The Meridian Police Department shall provide a minimum of two police officers for each event. If an event should arise that is not on the original special event list provided by the District, the Community Service Division (CSD) SRO Sergeant shall attempt to provide two law enforcement officers to comply with the request.

- RECORD OF TIME AND REIMBURSEMENT

SROs who attend a special event at their designated school and/or officers who work at special events at the request of a district school principal shall enter the event name and hours worked for the event in the City's Timecard system.

- PAYMENT

The SRO Sergeant of the Meridian Police Department shall prepare and submit an invoice to the Meridian City Finance Department. The Meridian City Finance Department will invoice the individual school(s) hosting the special event(s) at which SROs or other officers worked at the end of each month. The school shall pay one-half (1/2) of the overtime pay due and owing an SRO who worked at the request of his/her designated school at the SRO's hourly

overtime salary. The school or District shall pay Meridian Police Department standard overtime for all other required Meridian Police Department Officers.

16. The parties recognize that a school within the District may desire to have the Meridian Police Department provide additional security services for sanctioned school events. This agreement does not govern the provision of such additional security services. Additional security services for school events may be addressed in an addendum to this Agreement or in a separate agreement at a later date.

17. The District agrees to provide officers with adequate office space and suitable desks and chairs for the purpose of this Agreement.

18. Maintain the confidentiality of the District's education records consistent with FERPA. Education records include records created by an SRO for a law enforcement purpose that are maintained by the District or a school, and records created and maintained by an SRO exclusively for a non-law enforcement purpose, such as a disciplinary action or proceeding conducted by the District or a school. Records created by the Meridian Police Department, including its SROs, for a law enforcement purpose and maintained by the Meridian Police Department are law enforcement agency investigative records subject to the Idaho Public Records Act and its applicable exemptions, including exemption of education records and personally identifiable information contained therein under federal law or regulations

19. It is acknowledged by the parties that City of Meridian personnel acting pursuant to this Agreement are not the employees or agents of the District or schools within the District, but rather, they remain the employees of the City of Meridian.

20. Law enforcement personnel acting pursuant to this Agreement may be absent from their assigned campuses on holidays observed by the District.

21. It is acknowledged by the parties that District personnel acting pursuant to this Agreement are not the employees or agents of the City of Meridian, but rather, they remain the employees of the District.

22. Cancellation or suspension of Agreement.

a. This Agreement may be cancelled by either party for non-conformance or poor performance, on thirty (30) days written notice. If the performance defect is corrected during the thirty (30) day period, this Agreement shall continue in full force and effect. If the City of Meridian terminates this Agreement due to the District's failure to timely correct the default in its performance, the District shall pay to the City of Meridian the consideration set out in Paragraph 14, prorated to reflect the number of full or partial weeks in which services were actually performed by the City of Meridian.

b. This Agreement may be cancelled or suspended by either party due to an Act of God, unforeseen occurrence, or any other event that renders performance impractical. For purposes of this Agreement, an Act of God shall include, but not be limited to: fire, hurricane, thunderstorm, snowstorm, flooding, disease, national or local emergency, act of terrorism or any other extreme emergency under which it is impractical for either party to perform. In the event of cancellation or suspension due to such circumstances, the District shall pay to the City of Meridian the consideration set out in Paragraph 14, prorated to reflect the number of full or partial weeks in which services were actually performed by the City of Meridian.

23. The District Assistant Superintendent of Operations for the school district has the authority to execute this Agreement on behalf of the District; and she/he shall promptly bring this Agreement before said Board of Trustees for its ratification at a regularly scheduled meeting.



24. This Agreement shall be interpreted in accordance with the laws of Idaho.

25. This Agreement constitutes the entire agreement of the parties and all other agreements, oral or written, are included in and merged herein.

26. This Agreement may be modified only by a mutually executed written addendum signed by the District's Assistant Superintendent of Operations and the Mayor of the City of Meridian.

27. The principal of each school shall, in writing, provide the Meridian Police Chief with a designee to contact in the event the SRO cannot contact the principal when so required pursuant to this Agreement.

28. Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed via the United States mail, addressed as follows:

Jeff Lavey  
Chief of Police  
Meridian Police Department  
1401 E. Watertower Ave.  
Meridian, Idaho 83642

Joe Yochum  
Assistant Superintendent of Operations  
West Ada School District  
1303 E. Central Drive  
Meridian, Idaho 83642

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

29. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MERIDIAN:

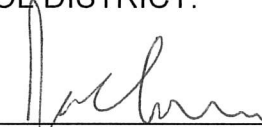
BY: \_\_\_\_\_  
Robert E. Simison  
Mayor

BY: \_\_\_\_\_  
Jeff Lavey  
Chief of Police

ATTEST:

\_\_\_\_\_  
Chris Johnson  
City Clerk

WEST ADA SCHOOL DISTRICT:

By:  \_\_\_\_\_  
Joe Yochum  
Assistant Superintendent of Operations

By:  \_\_\_\_\_  
Ed Klopfenstein  
Chair of the Board