AGREEMENT for SCHOOL RESOURCE OFFICER

This Agreement is entered into this 1st day of July, 2025, by and between the City of Pleasant Hill Police Department, a public entity, hereinafter referred to as "City" and Pleasant Hill R-III School District, a political subdivision of the State of Missouri, hereinafter referred to as "District."

WITNESSETH

For, and in consideration of, the mutual promises, terms, and covenants, and conditions set forth herein, the parties agree as follows:

 <u>Purpose of Agreement</u> – The purpose of the Agreement is for the City to assign a police officer to provide law enforcement services, through the School Resource Officer (SRO) program, as specified herein. The School Resource Officer will have additional duties outside of the District involving School/Youth/Community Outreach not specified in this agreement. Those duties will be determined in cooperation with the Superintendent and the Chief of Police of the City of Pleasant Hill.

One (1) police officer, hereinafter referred to as the "officer" will serve the Pleasant Hill R-III School District facilities and properties within the city limits of Pleasant Hill.

The officer will work with school district personnel in providing education on topics that include, but not limited to: alcohol/drug education and support, anti-bullying/cyber-bullying, community/school safety, safe driving and teen dating violence. This officer is responsible for maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response regarding on-campus or school related criminal activity.

 <u>Term</u> – The term of the Agreement shall be from July 1, 2025 through June 30, 2026 as outlined in the attached SRO calendar, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by inclement weather, or other factors. During days the officer is not on duty with the School District, the officer may perform community outreach duties as determined by the Chief of Police. In the event of a city-wide emergency, the officer may be removed from the school to perform police duties at the direction of the Chief of Police, or a designee.

(See attached calendar provided by district)

- 3. <u>Termination</u> The Agreement may be terminated without cause by either party upon 30 days prior written notification.
- 4. <u>Relationship of Parties</u> The City and the assigned officer shall have the status of an independent contractor for purposes of the Agreement. The officer assigned to the District shall be considered an employee of the City, selected by and under the command and supervision of the Police Department. The assigned officer will be subject to current procedures in effect for the city police officer, including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no person supplied by the District to accomplish the goals of the Agreement is considered to be a city employee and that no rights under city government charter, retirement, or personnel rules accrue to such person.
- 5. <u>Consideration</u> In consideration of the assignment of one (1) police officer to work in the District as provided herein, the District agrees to pay the City \$226.00 per day (8-hour day) for each full day the officer works for the District or \$113.00 per half day (4-hour day) for a maximum of 183 full work days or combination thereof whenever school is in session. The District will not be responsible for payment of overtime, unless it is requested by the District and mutually agreed upon with the police department. Any school district assignment of the officer requiring overtime pay shall be reimbursed to the City at the overtime rate according to City payroll regulations. The officer's weekly District schedule will be assigned by the Superintendent in cooperation with the Chief of Police, or a designee. The Superintendent and the Chief of Police will meet at regular intervals to ensure that any issues and/or concerns are addressed in a timely manner.

The officer may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under the Agreement. Payment from District to City is due upon District's receipt of an itemized statement of cost from the City. The City will invoice the District monthly based upon the number of days (full or half as defined above) worked in each particular month. The officer shall submit a

monthly timesheet through the chain of command to the Chief of Police, who will approve and forward to the District's Superintendent showing the number of days worked and any pre-approved overtime prior to payment being made from the District to the City. The City will provide an official police vehicle and fuel for the assigned officer and cover the costs of officer training consistent with City policies and procedures. The use of a department vehicle must be consistent with police department and City policy at all times.

- 6. <u>Officer Responsibilities</u> The officer assigned to the District shall:
 - a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug related issues, and in addressing violence diffusion, violence prevention, anti-bullying, cyber-bullying, seatbelt education, texting and distracted driving, and other safety issues in the school community;
 - b. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officer;
 - c. Provide informational in-service training and be a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, safety and security;
 - d. The officer will gather information regarding problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students;
 - e. If/when a crime occurs, the officer will take the appropriate steps consistent with Missouri law enforcement officer duties, and the Codes and policies of the police department and the City of Pleasant Hill;
 - f. The officer will present educational programs to students, parents and/or school staff on topics agreed upon by the police department and the District;
 - g. The officer will refer students and/or their families to the appropriate agencies for assistance when a need is determined and communication with the School Principal has occurred before doing so;
 - h. Unless exigent circumstances prevent it, the officer will attempt to advise the Superintendent and the School Principal prior to taking law enforcement action, subject to the officer's duties under the law. The officer shall not act as school disciplinarian, nor make recommendations regarding school discipline. The officer may be used for regularly assigned supervision duties such as lunchroom, hall monitoring, bus supervision or other monitoring duties. If there is an unusual/temporary problem in any other area of the district, the officer may be used to assist District employees until the problem is solved. The officer will conduct safety and security assessments of the school facilities and make recommendations for improvement to the Superintendent.
 - i. The officer will maintain an activity log, attendance calendar and compile monthly safety and security data to be furnished on District approved forms and submitted to the Superintendent.

- Limitations On Assigned Officer Nothing required herein is intended to nor will it constitute a relationship or duty for the assigned officer beyond the general duties that exist for law enforcement officers within the State of Missouri.
- 8. <u>Time and Place of Performance</u> The City will endeavor to have an officer available for duty at the assigned school(s) each day indicated in advance on a mutually agreed upon schedule. The assigned officer's activities will be restricted to school grounds except for:
 - Follow-up home visits when needed as a result of school related student problems;
 - b. School related off-campus activities when officer participation is requested by the Superintendent and/or Principal and approved by the Chief of Police;
 - c. In response to off-campus, but school related, criminal activity;
 - d. In response to emergency police activities.
- <u>Substitute Officers</u> The City may furnish a substitute officer on days when the assigned officer is absent due to illness or police department requirements in order to fulfill the number of days stipulated in this contract.
- 10. <u>District Responsibilities</u> The District will provide the assigned officer an office and such equipment as is necessary at his/her assigned school. Equipment shall include a telephone, secured filing space and access to a computer.
- 11. Indemnification
 - a. To the extent allowed by law, the City hereby waives, releases, and holds harmless the District from any and all claims, damages, injuries, causes of action, or lawsuits arising out of the acts, or failures to act, of the SRO, whether such acts or failures to act occur on or off District property.
- b. To the extent allowed by law, the District hereby waives, releases, and holds harmless the City from any and all claims, damages, injuries, causes of action, or lawsuits arising out of the acts, or failures to act, of the SRO when acting at the direction of the District or in following District policies, whether such acts or failures to act occur on or off District property.

Pleasant Hill R-III School District

By:

Superintendent of Schools

By: _____ President, Board of Education

Attested by: ______ Secretary, Board of Education

City of Pleasant Hill

By:

Mayor- City of Pleasant Hill

Attested by: _____ City Clerk- City of Pleasant Hill