



## Board of Aldermen Request for Action

**MEETING DATE:** 9/5/2023

**DEPARTMENT:** Police

**AGENDA ITEM:** Resolution 1266, School Resource Officer Memorandum of Understanding and Cooperative Agreement.

---

### **REQUESTED BOARD ACTION:**

Motion to approve Resolution 1266 – a resolution authorizing the City of Smithville to enter into a Memorandum of Understanding and Cooperative Agreement with the Smithville School District regarding School Resource Officer (SRO) Services.

### **SUMMARY:**

An updated agreement has been negotiated between the City of Smithville and the Smithville School District. This agreement outlines expectations and financial responsibilities of each entity.

The biggest change comes in Exhibit A, which outlines a plan for the school district to pay for the second School Resource Officer. With this MOU, the school district will pay 50% of the time for the second SRO in the building for the 2023-24 school year. The next year the school district will pay 100% of the time for all SROs in the building for the 2024-25 school year and every year thereafter.

### **PREVIOUS ACTION:**

In 2002, the City of Smithville was awarded a Federal grant for a school resource officer position. This grant enabled the Smithville Police Department to establish the first SRO position with the department. After the grant expired the Smithville School District paid for 75% of the officers salary and the City of Smithville paid for 25% of the officers salary.

In 2015, at the request of the school district, a new memo of understanding was negotiated. This changes the the school district's financial responsibility from 75% of the officers salary to paying for 100% of the officers time in the building.

In 2019 the Smithville Board of Alderman funded a second SRO position. This position was funded 100% by the City, and remains so today.

### **POLICY OBJECTIVE:**

[Click or tap here to enter text.](#)

### **FINANCIAL CONSIDERATIONS:**

No financial impact is expected.

**ATTACHMENTS:**

- |  |                                   |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance                               | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution                   | <input type="checkbox"/> Plans    |
| <input type="checkbox"/> Staff Report                            | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Memo of Understanding |                                   |

## RESOLUTION 1266

### **A RESOLUTION AUTHORIZING THE CITY OF SMITHVILLE TO ENTER INTO AN A MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT WITH THE SMITHVILLE SCHOOL DISTRICT REGARDING SCHOOL RESOURCE OFFICER SERVICES**

**WHEREAS**, the Board of Aldermen desires to enter into an agreement with the Smithville School District to specify expectations for the funding of a School Resource Officer (SRO) for the Smithville School District; and

**WHEREAS**, the City of Smithville and the Smithville School District recognize the benefits of enhanced school safety, collaboration, and communication, that the SRO brings to the students of the Smithville School District, as well as to the parents of the students and to the residents of Smithville; and

**WHEREAS**, the Smithville School District agrees to reimburse the City of Smithville for SRO services as outlined in the Agreement.

### **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:**

Section 1. The Agreement, attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by the Board of Aldermen.

Section 2. The Mayor of the City of Smithville is hereby empowered and authorized to execute said Agreement on behalf of the City of Smithville.

Section 3. The Mayor of the City of Smithville is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of September, 2023.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk

**MEMORANDUM OF UNDERSTANDING  
&  
COOPERATIVE AGREEMENT**

**SCHOOL RESOURCE OFFICER  
AGREEMENT**

This Agreement is entered into this      day of      (MONTH), 2023 by and between the SMITHVILLE R-II SCHOOL DISTRICT, a political subdivision and state accredited public school district of the State of Missouri (hereinafter the "District") and the City of Smithville Missouri, a political subdivision of the State of Missouri, (hereinafter the "City" or "Police Department") as follows:

**WITNESSETH:**

WHEREAS, the City, by and through its Police Department agrees to provide the School District one or more Smithville Police Department officers (hereinafter "Officer(s)") to serve in the School Resources Officer (SRO) Program in one or more of the District's schools; and

WHEREAS, the District and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in and for the District; and

WHEREAS, the District shall act by its Superintendent or his/her designees; and

WHEREAS, this Agreement is entered into pursuant to the Authority of§ 70.220, RSMo. and

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy therefor being hereby acknowledged, the District and the City agree as follows:

**1. Cost of the SRO Program.**

- A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

**2. Employment of School Resource Officers.**

- A. The SROs shall be employee(s) of the Smithville City Police Department (hereinafter "the Police Department") and shall be subject to the administration, supervision and control of the Police Department.
- B. The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.

- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- D. The Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If the District is dissatisfied with an SRO who has been assigned then the District may request that the Chief of Police assign a different officer as the SRO. The SRO shall be assigned to the District's schools as needed.
- E. The City and the Police Department shall be responsible for ensuring that the SRO complies with all training required by the State of Missouri to maintain current POST (peace officer standards training) certification. The City and the Police Department shall also be responsible for ensuring that the SRO is provided with standard training for duty as a SRO. Training shall be scheduled by the Police Department upon coordination with the District. The Police Department shall make its best efforts to ensure that officer training is not scheduled for a period of high demand for SRO services.

### **3. Duty Hours.**

- A. SRO duty hours shall be determined by the District. Whenever possible, it is the intent of the parties that the SRO's duty hours shall be forty (40) hours per week during those days and hours the District's schools are in regular session.
- B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- C. The District acknowledges that there may be circumstances where the City at its sole discretion will need to deploy and assign the officers to other duties. The City shall notify the District whenever an SRO is needed elsewhere.
- D. If one or more SROs are ordered by the Police Department to leave their school during normal duty hours as described above and to perform other services for the Police Department, then the time spent shall not be considered hours worked under this Agreement. In such an event, the compensation paid by the School District to the City shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties. The SRO shall be responsible to track his/her time usage and report it to both the Police Department and the District every two weeks.
- E. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the District. The Police Department will assign another SRO qualified officer, if available, to substitute for the SRO who is absent. If another SRO qualified officer is not available, the Police Department shall notify the District.

### **4. Term of Agreement.**

This agreement shall be for an initial term of three school years commencing on the \_\_\_\_ day of \_\_\_\_, 2023, and ending on the \_\_\_\_ day of \_\_\_\_, 2025. Following the initial 3 year term, this agreement shall be automatically renewed for successive one year periods unless either party requests termination or modification of this agreement. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party.

**5. Duties of School Resource Officers.**

The SRO's duties will include, but not be limited to, the following:

- A. To suggest to the School District methods of improving school security and safety systems.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will take the student to the Principal's office for discipline to be issued by school officials.
- C. To assist in providing a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property. As to school code violations, the SRO will take the student to the Principal's office for discipline to be issued by school officials.
- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual law enforcement and crime prevention problems or questions, particularly in the area of substance use and abuse.
- G. To make appearances before school groups, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly law enforcement, crime prevention and drug and alcohol abuse.
- H. The SRO will be involved in school discipline, but only to the extent it pertains to preventing a disruption that would, if ignored, place students, faculty and/or staff at risk of harm. The SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the Principal's office for discipline to be issued by school officials.

- I. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the Principal where school discipline issued.
- J. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- K. The SRO will share information with the School District about persons and conditions that pertain to campus safety concerns.
- L. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
- M. The SRO and the School District will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- N. The SRO will coordinate all of his/her activities with the School District and staff members concerned and will seek permission, guidance, and advice prior to proposing any programs within the school.
- O. The SRO may be asked by the District to provide community wide crime prevention presentations that include, but are not limited to:
- Drugs and the law- adult and juvenile;
  - Alcohol and the law- adult and juvenile;
  - Sexual assault prevention;
  - Safety programs- adult and juvenile;
  - Assistance in other crime prevention programs as assigned.
- P. The SROs will wear an approved department uniform, or attire approved by the Chief of Police.
- Q. The SRO will wear their department authorized duty weapons in accordance with department policy.
- R. The SRO is expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall keep the School District informed about his/her absences and/or activities.

- S. The SRO is a police officer, and not a school teacher, school administrator, nor school counselor. The officers will assist teachers with classroom presentations on relative topics when requested and able.

**6. Duties of School District.**

The School District's duties will include, but not limited to, the following:

- A. Provide an office, office furnishings, telephone, and a computer to the SRO for his/her use in the school and in privacy as needed.
- B. Pay the cost of the SRO, as set forth on Exhibit A, on a monthly basis by the 15th day of the month following that in which services were provided.
- C. Disciplining students who violate the code of conduct.
- D. Coordinate with the SRO to schedule duty hours.
- E. Approve of duty hour reports, to the extent the School District does not dispute the time.

**7. Chain of Command.**

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the School District.

**8. Transporting Students**

- A. SROs shall not transport students in Police Department vehicles except:
  - (1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
  - (2) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period 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.
- B. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.
- C. SROs shall notify school personnel upon removing a student from campus.



**9. Access to Education Records.**

- A. School officials shall allow SROs to inspect any public records maintained by the school to the extent allowed by state and federal law.
- B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.
- C. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by state and federal law.
- D. The City, the Police Department and the SRO will comply with the Family Educational Rights and Privacy Act, 20 U.S.C.A. § 1232g, and will indemnify the District for any damages suffered by it by reason of its failure to do so.

**10. Program and SRO Assessment**

SROs, School Administration for the respective schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

Each SRO's effectiveness in the program will be evaluated at the end of each school term. The School District will provide input into the evaluation. This may include a recommendation to the Chief that the officer not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. The decision on which officer will be assigned as a school resource officer is within the discretion of the Police Chief, but no SRO shall be assigned to the District if the District has specifically requested that the SRO not be assigned to the District.

**11. Employment Status of the SRO**

The SRO shall remain an employee of the City of Smithville, Missouri, and shall not be an employee of the District.

**12. Miscellaneous**

**Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Clay County, Missouri. The parties submit to the jurisdiction of the courts of the

State of Missouri and waive any objection to venue.

**Compliance with Laws.** The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement and each and every action to be taken hereunder.

**Waiver.** Waiver by any party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the parties, and forbearance or indulgence by the parties in any regard whatsoever shall not constitute a waiver of same to be performed by the parties to which the same may apply and, until complete performance by the parties of the term, covenant or condition, the parties shall be entitled to invoke any remedy available to them under this Agreement or by law despite any such forbearance or indulgence.

**Rights and Remedies Cumulative and Not Exclusive.** All rights and remedies granted to the parties herein and any other rights and remedies which the parties may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the parties may have exercised any remedy without terminating this Agreement shall not impair the parties' rights thereafter to terminate or to exercise any other remedy herein granted or to which each party may be otherwise entitled.

**Headings; Construction of Contract.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Agreement and any incorporated Attachments, the provisions of this Agreement shall control.

**Merger.** This Agreement, including any referenced Attachments, constitutes the entire agreement between the parties with respect to this subject matter, and supersedes all prior agreements between the parties with respect to this subject matter.

**Modification.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except by written amendment signed by the parties. No act, conversation or communication with any officer, agent or employee of either party either before or after the execution of this Agreement shall affect or modify any term or terminology of this Agreement and any such act, conversation or communication shall not be binding upon the parties.

**Severability of Provisions.** Except as specifically provided in this Agreement, all the provisions of this Agreement shall be severable. In the event that any provision of this

Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Binding Effect.** This Agreement shall be binding upon approval of both parties, and their successors in interest.

**Representations and Warranties.** The parties each certify that it has the power and authority to execute and deliver this Agreement, and to perform this Agreement in accordance with its terms.

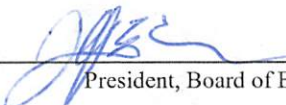
**Conditions Precedent:** This Agreement shall not be in effect unless and until the parties have valid ordinances or Board approvals in effect authorizing the entry into this Cooperative Agreement and it has been executed by all parties.

**Legal Contingencies:** It is understood and agreed that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. Without waiving any governmental immunity sovereign immunity, or official immunity, each party agrees to be responsible and assumes liability for its own actions and omissions and those of its Officers, teachers, staff or any other agent for any incident arising out of or in connection with this agreement, to the fullest extent required by the law and agrees to save, indemnify, defend and hold the other party harmless from such liability.

**No Waiver of Immunity:** Nothing in this Agreement waives any governmental immunity, including sovereign immunity or official immunity, available to the parties or their agents. The parties hereby expressly reserve all immunities available under Missouri law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By: \_\_\_\_\_  
Mayor of Smithville

By:  8-16-23  
President, Board of Education

Attest By:  8-16-23  
Secretary, Board of Education

### **Exhibit A**

The District shall reimburse the City for necessary training required of the SRO, specifically, the Missouri School Resource Officers Association Basic School Resource Officer Training, and the Missouri School Resource Officers Association Annual Training Conference

The District shall reimburse the City for the SRO's compensation on an actual basis, to be billed by the City one month in arrears. The SRO's compensation shall be calculated as follows:

1. Employee's hourly rate of pay
2. Employer paid portion of employee health, dental, and vision insurance benefits (prorated as an hourly rate)
3. Employer paid portion of employee retirement benefits (prorated as an hourly rate)
4. Employer paid portion of FICA taxes (prorated as an hourly rate)

On a monthly basis, the City shall bill the District the actual costs incurred under the terms of this contract.

During the 2022-23 school year the District will pay for one SRO. When possible, the city will provide a second SRO who will be paid for by the city.

During the 2023-24 school year the District will pay for one SRO. When possible, the city will provide a second SRO who will be paid for jointly and equally by the District and the City.

During the 2024-25 school year the District will pay for all SROs provided by the City. The number of SRO officers provided will be agreed by the District and the City.