

Park Hill School Resource Officer Memorandum of Understanding

This memorandum of understanding (MOU) is being executed between the Platte County Sheriff's Office (PCSO) and the Park Hill School District (PHSD) for the position of School Resource Officer (SRO) in the Park Hill School District. The organizations agree to abide by the terms and provisions of this MOU.

This MOU shall be effective for the 2022-2023 school year. A participating organization can terminate its agreement by providing a thirty-day advance written notice to the other organization participating in the MOU.

PURPOSE AND MISSION:

The collective mission of the organizations will be to promote the health, safety, and welfare of PHSD students by implementing School Resource Officers in the district. These officers will conduct and participate in prevention and awareness education and interact with staff and students to promote a positive, safe, and secure educational environment.

GENERAL AGREEMENT:

The participating organizations in this MOU may, when mutually agreed upon by all participants, seek grant funding to assist with funding in some, or all of the SRO positions. In the event grant funding is secured, funding will be divided pursuant to the terms of the grant and according to the below formula during months when grant funding is not provided, unless terms of the grant require otherwise. In the event grant funding is not secured, the participating organizations agree to fund the salary and benefit portions of each of the SRO positions based upon the midpoint salary and benefit levels for Platte County Deputy Sheriffs in the following manner: County 20% and PHSD 80% for up to four (4) middle school positions and (1) LEAD Innovation Studio position, and County 30% and PHSD 70% for (1) Park Hill High School position.

PHSD shall pay PCSO the following, agreed hourly rates for any off-duty officers requested during the 2022-2023 school year: \$40/hour for Deputies and \$48/hour for Supervisors. These rates shall remain fixed during the 2022-2023 school year, but the parties may negotiate rate adjustments for future school years during the annual MOU review process.

COMPOSITION:

The PCSO agrees to assign six (6) commissioned deputies, ~~as staffing allows,~~ to the PHSD to serve on a full-time basis, during normal school year, as SROs for the Park Hill High School campus, LEAD campus, Congress campus, Plaza campus, Lakeview campus, and Walden campus. The PCSO and the PHSD each agree to designate a member of their administrative staffs to serve as liaisons between the two organizations and to coordinate the activities and functions of the SROs.

The PCSO shall select the Deputies to serve as SROs, subject to PHSD approval. The selection of the Deputies will be made from current or prospective employees of the PCSO and will be solely

the employee of the PCSO. In the event a Deputy selected for an SRO position does not or cannot perform in a manner satisfactory to the PCSO and/or the PHSD, a replacement can be assigned as soon as a qualified officer is available.

DUTIES AND RESPONSIBILITIES:

The duties and responsibilities of the SROs will be agreed upon mutually by the PCSO and the PHSD and will consist of, but not be limited to, the following:

- a. Conduct and participate in drug and alcohol prevention and awareness education for students and faculty.
- b. Conduct and participate in school violence prevention and awareness training for students and faculty.
- c. Receive training regarding diversity, mental health, and social-emotional learning at least annually.
- d. Assist school officials with safety and security suggestions.
- e. Interact with students and faculty to promote a positive and secure learning environment.
- f. Enforce applicable federal and state laws.
- g. When appropriate, serve as a liaison between the PCSO, PHSD and outside law enforcement jurisdictions/agencies.
- h. Comply with all applicable laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), and PHSD policies, including but not limited to Board Policies JO (Student Records) and JFG (Interrogations, Interviews, and Searches).

REPORTING AND COMMUNICATIONS:

- a. The PCSO supervisor shall forward a monthly activity report of each SRO to the PHSD Director of Safety and Security at the beginning of each month.
- b. PHSD and PCSO shall communicate and work collaboratively to ensure appropriate and effective reporting of crimes occurring on PHSD property. PHSD shall comply with the reporting obligations of the Missouri Safe Schools Act.
- c. PHSD and PCSO shall communicate and work collaboratively during criminal investigations to avoid confusion and ensure appropriate and effective processing of cases.
- d. In addition to a building administrator, the Director of Safety and Security shall be notified promptly when an SRO is out of the building due to sick leave or vacation.

MANAGEMENT/SUPERVISION:

The SROs will operate under the management and policies/procedures of the PCSO. The PHSD agrees to appoint an assistant principal, or someone of higher authority, as a representative to oversee the day-to-day functions and duties of the SROs. The PHSD may provide information regarding the performance of the SRO for purposes of SRO's evaluations, which will be conducted by the PCSO. When possible, the SRO will assist faculty members with the promotion and administration of PHSD policies/procedures. In the event a PHSD policy/procedures conflicts with or contradicts federal/state law, the SRO will follow and enforce the applicable federal/state law. At no time will the SRO administer disciplinary action to a student on behalf of the PHSD or PCSO. Disciplinary action of the SRO will be the sole responsibility of the PCSO.

GRANT ADMINISTRATION:

The PCSO agrees to fiscally administer all grant funds received for this project, which includes, but is not limited to, the completion and submission of all required reports. The PHSD agrees to provide the PCSO with the information and statistics necessary to complete these reports.

County acknowledges and agrees that any funds received from PHSD and/or from grant funding shall not supplant any funds budgeted for positions and equipment in the PCSO.

VEHICLE:

The PCSO and PHSD agree to a 50/50 split of the vehicle(s) and vehicle(s) equipment costs for any SRO positions added during or after the 2018-2019 school year, with the PHSD paying its 50% over a 4-year period (12.5% per year.) Any vehicles or vehicle equipment costs for SRO positions added prior to the 2018-2019 school year are the sole responsibility of the PCSO. The vehicle(s) will be used for official business only and in accordance with all applicable department policies/procedures and laws.

WORK SPACE/EQUIPMENT:

The PHSD agrees to provide the SROs with a secure work area, telephone, and computer for the completion of reports, assignments, projects, lesson plans, etc.

WORK SCHEDULE/OVERTIME/TRAINING:

Normally, the work schedule for the SRO's, while classes are in session will be daytime hours, Monday-Friday. However, special events sponsored by the PHSD may require the SROs to work some evenings/weekends. During times when the PHSD is not in regular session, the SROs will report to the PCSO for work assignments. The SROs will work a schedule consistent with the normal work schedule of the PCSO. The PCSO supervisor of SROs shall be made aware of any variations in the normal work schedule established for the SROs, including special events. Overtime will be kept to a minimum and must receive prior approval by the SROs PCSO supervisor. The PCSO agrees to cover the cost of required overtime. Rescheduling for the SROs may occur during a work period. The SROs PCSO supervisor must approve all rescheduling. The PHSD representative appointed to oversee the day-to-day functions of the SROs and the PCSO

supervisor shall agree on the time the rescheduling shall take place. Sick leave and vacation taken by the SROs must receive prior approval from the PCSO supervisor. Vacation time taken by the SRO while school is in session shall also be agreed upon by the appointed representative of the PHSD. It will be the responsibility of the SROs to notify the PCSO supervisor and the PHSD representative prior to sick leave and vacation being taken.

From time to time, events sponsored by or related to the PCSO such as training, firearm qualifications, etc., will require the attendance of the SROs. The PCSO agrees to limit, when possible, the amount of time the SROs are required to attend department related events during the normal established work schedule. The PCSO agrees to notify the PHSD representative of upcoming department events that require the presence of the SROs. PHSD agrees to cover the cost of training and related expenses that is specifically related to the Deputies responsibilities as SROs.

DRESS CODE:

The required code of dress for the SROs during working hours will be the approved official uniform of the PCSO. This uniform requires that the SROs wear the department approved service weapon at all times.

LIABILITY:

The COUNTY and PCSO shall indemnify and hold harmless PHSD, with regard to any claims, causes of action, or damages at law or equity of whatsoever kind on account of or in any way relating to or arising from activities undertaken by a Deputy while serving as an SRO for the PHSD.

The PHSD shall indemnify and hold harmless the COUNTY and PCSO, with regard to any claims, causes of action, or damages at law or equity of whatsoever kind on account of or in any way relating to or arising from activities undertaken by any administrator, agent or employee of PHSD.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 2022.

Dr. Jeanette Cowherd
Park Hill Superintendent

Mark Owen
Platte County Sheriff

Platte County Commissioner