



# Raymore-Peculiar School District

21005 S. School Rd., Peculiar, MO 64078 • Phone: 816-892-1300 • Fax: 816-892-1380

## School Resource Officer AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of July, 2019, by and between the Cass County Sheriff's Office, a public entity, hereinafter referred to as "County" and Raymore-Peculiar R-II 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:

1. Purpose of Agreement – The purpose of the Agreement is for the County to assign a sheriff's deputy 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 Assistant Superintendent of Administrative Services and the Sheriff of Cass County.

One (1) deputy sheriff, hereinafter referred to as the "deputy" will serve the Raymore-Peculiar School District facilities and properties within the county limits of Cass.

The deputy 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 deputy 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.

2. Term – The term of the Agreement shall be from July 1, 2019 through June 30, 2020 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 deputy is not on duty with the School District, the deputy may perform community outreach duties as determined by the Sheriff. In the event of a County-wide emergency, the deputy may be removed from the school to perform police duties at the direction of the Sheriff, or a designee.  
(See attached calendar)
3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification.
4. Relationship of Parties – The County and the assigned deputy shall have the status of an independent contractor for purposes of the Agreement. The deputy assigned to the District shall be considered an employee of the County, selected by and under the command and supervision of the Sheriff's Office. The assigned deputy will be subject to current procedures in effect for the County deputies, 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 County employee and that no rights under County civil service, retirement, or personnel rules accrue to such person.

5. Consideration – In consideration of the assignment of one (1) deputy sheriff to work in the District as provided herein, the District agrees to pay the County \$262.00 per day (8 hour day) for each full day the deputy works for the District or \$131.00 per half day (4 hour day) for a maximum of 212 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 Sheriff's Office. Any school district assignment of the deputy requiring overtime pay shall be reimbursed to the County at the overtime rate according to County payroll regulations. The deputy's weekly District schedule will be assigned by the Assistant Superintendent of Administrative Services in cooperation with the Sheriff, or a designee. The Assistant Superintendent of Administrative Services and the Sheriff will meet at regular intervals to ensure that any issues and/or concerns are addressed in a timely manner.

The deputy 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 County is due upon District's receipt of an itemized statement of cost from the County. The County will invoice the District monthly based upon number of days (full or half as defined above) worked in each particular month. The deputy shall submit a monthly timesheet through the chain of command to the Sheriff, who will approve and forward to the District's Assistant Superintendent of Administrative Services showing the number of days worked and any pre-approved overtime prior to payment being made from the District to the County. The County will provide an official sheriff and fuel for the assigned deputy and cover the costs of deputy training consistent with County policies and procedures. Use of department vehicle must be consistent with Sheriff's Office and Cass County policy at all times.

6. Deputy Responsibilities – The deputy 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 deputy;
  - 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 deputy 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 deputy will take the appropriate steps consistent with Missouri law enforcement police officer duties, and the Codes and policies of the Sheriff's Office and County of Cass;
  - f. The deputy will present educational programs to students, parents and/or school staff on topics agreed upon by the Sheriff's Office and the District;

- g. The deputy 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 deputy will attempt to advise the Sheriff's Office, Assistant Superintendent of Administrative Services and the School Principal prior to taking law enforcement action, subject to the deputy's duties under the law;
- i. The deputy shall not act as school disciplinarian, nor make recommendations regarding school discipline. The deputy 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 deputy may be used to assist District employees until the problem is solved.
- j. The deputy will conduct safety and security assessments of the school facilities and make recommendations for improvement to the Assistant Superintendent of Administrative Services.
- k. The deputy 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 Assistant Superintendent of Administrative Services.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned deputy of the County beyond the general duties that exist for law enforcement officers within the State of Missouri.

- 7. Time and Place of Performance – The County will endeavor to have a deputy available for duty at the assigned school(s) each day indicated in advance on a mutually agreed upon schedule. The assigned deputy's activities will be restricted to school grounds except for:
  - a. Follow-up home visits when needed as a result of school related student problems;
  - b. School related off-campus activities when deputy participation is requested by the Assistant Superintendent of Administrative Services and/or Principal and approved by the Sheriff;
  - c. In response to off-campus, but school related, criminal activity;
  - d. In response to emergency police activities.

The County may furnish a substitute deputy on days when the assigned deputy is absent due to illness or sheriff's office requirements in order to fulfill the number of days stipulated in this contract.

- 8. District Responsibilities – The District will provide the assigned deputy 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.

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
President, Board of Education

Attested by: \_\_\_\_\_  
Secretary, Board of Education

Cass County Sheriff's Office

By: \_\_\_\_\_  
Sheriff of Cass County

## **School Event Security Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING is entered into this 1st day of July, 2019, by and between the Cass County Sherriff's Offices , Missouri, a public entity, hereinafter referred to as "County" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District", collectively referred to as the "the Parties".

### **RECITALS:**

The County and the District have a history of mutual cooperation in providing for the health, safety, and welfare of City's youth.

The County and the District currently are parties to a School Resource Officer Agreement whereby County Deputies provide educational and support services to the District in the spirit of continued cooperation.

The County and the District are desirous to extend the cooperation between the Parties such that County Deputies will provide security and order at after school events.

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

1. Security and safety duties, of the kind performed by County Deputies in their normal course of duty, at events sponsored or sanctioned by the District, but for which attendance is not compulsory for the majority of the student body, typically falling outside the hours of 7:00 a.m. – 3:30 p.m., hereinafter referred to as "after-hours events," shall be pre-approved overtime for County Deputies subject to the School Resource Officer Agreement upon 48 hours' actual notice to the City;
2. Nothing in this Memorandum of Understanding shall be construed as evidence that County Deputies staffing after-hours events are employees of the District, independent contractors, or anything other than County Deputies performing their normal course of duty;
3. If, due to conflict with other duties or scheduling, the County Deputies subject to the School Resource Officer Agreement are unavailable to staff after-hours events, the County and District may agree upon substitute deputies to staff after-hours events for security and safety purposes;
4. Upon agreement of the Parties, additional County Deputies may staff a given after-hours event subject to the terms of the Memorandum;
5. County Deputies staffing after-hours events shall be paid their applicable overtime rates by the County;
6. The County will invoice the District for time spent by its Deputies at such after-hours events monthly;
7. Any County Deputy performing services to the District at after-hours events shall submit a monthly timesheet through the chain of command to the Sheriff of Cass County, who will approve and forward said timesheets to the District's Assistant Superintendent of Administrative Services showing the hours worked by the Deputy;
8. The Parties shall communicate regularly and endeavor in good faith to resolve any unforeseen issues or problems as they arise;

9. The County shall provide the District with a list, which shall be revised from time to time as is necessary, of deputies available and willing to staff after-hours events and each deputy's corresponding applicable overtime rates;
10. This Memorandum of Understanding shall be effective from the date of execution through June 30, 2020, provided the term may be mutually extended by the Parties as they deem necessary upon completion of a signed writing by the Parties;
11. This Memorandum of Understanding may be terminated without cause by either party upon 30 days' prior written notification;
12. Any disputes arising under this Memorandum of Understanding shall be governed by applicable Missouri Law;

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as indicated.

CASS COUNTY SHERIFF'S OFFICE

RAYMORE-PECULIAR R-II SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_