

BILL NO. 2012

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO EXECUTE A CONTRACT WITH THE CUBA PUBLIC SCHOOL FOR PROVIDING A SCHOOL RESOURCE OFFICER

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into a contract with the Cuba Public Schools whereby the City will provide a School Resource Officer and the Cuba Public School District will reimburse the city for those services.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall sign a contract with the Cuba Public Schools whereby the City will provide a School Resource Officer and the Cuba Public School District will reimburse the city for those services.

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement and deed on behalf of the City. A copy of said agreement is attached hereto as Exhibit "A".

Section 3: All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 4: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2021.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2021.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

By: _____

Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2021	Vote on Second Reading On _____, 2021
Kevin Copling		
Sam Black		
Dave Honea		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

Joint City/School Service Contract

WHEREAS, the City of Cuba, Missouri and Crawford County R-II School District (CCR2), mutually desire to enter into an Agreement whereby the Cuba Police Department (CPD) will provide and manage a School Resource Officer (SRO) Program at the Crawford County R-II; and

WHEREAS, the parties further desire to set forth the specific terms and conditions of the services to be performed and provided;

THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Term of Agreement, Modification

The term of this updated Agreement is for one year commencing on July 1, 2021 and ending on June 30, 2022. Any modification to this Agreement shall be in writing and signed by authorized representatives of the parties. It is mutually agreed this contract will automatically renew every year unless either party gives at least sixty (60) days notice prior to the beginning of each school year.

The Agreement may be terminated by either party upon sixty (60) days prior written notification.

II. Employment and Assignment of School Resource Officer

A. The City of Cuba agrees to employ one School Resource Officer (SRO) during the term of this Agreement who shall be assigned to work at CCR2. The SRO shall be an employee of the City of Cuba and shall be subject to the administration, supervisor and control of the City of Cuba and the CPD, except as otherwise specified in this Agreement.

B. The City of Cuba agrees to provide and pay the SRO's salary and employment benefits, including any overtime pay, in accordance with the applicable salary schedules and employment practices of the City of Cuba. The SRO shall be subject to all other personnel policies and practices of the City of Cuba and the CPD except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

C. The CPD, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO.

D. The Superintendent of the School of the CCR2 (Superintendent) or his/her designee shall assign the location(s) at which the SRO will work.

E. In the event the SRO is absent from work, the SRO shall notify both his/her supervisor in the CPD and the principal or principal's office of the school to which the SRO is assigned.

III. Supplies and Equipment

A. The CPD agrees to provide the SRO with the following:

1. Standard uniform and uniform accessories;
2. A standard patrol vehicle for which the CPD agrees to:
 - a. provide all necessary maintenance;
 - b. pay for gasoline, oil, replacement tires and other expenses associated with its operation; and
 - c. purchase and maintain comprehensive general auto liability insurance in an amount not less than the coverage recommended by Risk Manager for the City of Cuba; and
3. A standard issued pistol and ammunition.
4. A copy of this Agreement

B. CCR2 agrees to provide the SRO with the following:

1. The usual and customary office supplies and forms required in the Performance of duties; and

IV. Financial Consideration

CCR2 agrees to pay the City of Cuba Forty Three Thousand, Three Hundred and Forty-two Dollars and Twenty-two Cents (\$43,342.22) for the SRO's services to CCR2.

Thereafter, compensation shall be as agreed upon in writing prior to the start of the new term. Payment shall be made in 12 monthly installments. For the upcoming school year (2021/2022) that would require payment of Three Thousand Six Hundred Eleven Dollars and Eighty Five Cents (\$3,611.85) per installment. The first payment shall be made within ten (10) business days after the full execution of this Agreement and shall include any monthly payments due but not yet paid. Thereafter, installment payments shall be made on a monthly basis.

V. Insurance and Indemnification

The City of Cuba shall purchase and maintain in full force and effect during the term of this Agreement a general comprehensive liability insurance policy with coverage in an amount of not less than one million dollars (\$1,000,000) for any acts or omissions that occur or claims that are made during or arising out of the SRO's performance of duties for CCR2 during the term of the Agreement.

VI. Goals and Objectives

It is understood and agreed by CCR2 and CPD that the SRO will serve the following goals and objectives:

- A. Provide educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;
- B. Attend CCR2 extra-curricular activities when possible, such as PTA meetings, athletic events, concerts, etc;
- C. Respond swiftly and cooperatively to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
- D. Report serious crimes that occur on campus and cooperate with law enforcement officials in their investigations of crimes that occur at school;
- E. Cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and
- F. Provide traffic control at schools when deemed necessary for the safety and protection of students and the general public.

VII. Duty Hours

- A. The maximum number of hours that an SRO officer shall be on duty in a work week shall be 42 hours, and the minimum shall be 40 hours. Specific SRO duty hours shall be set by the Superintendent or the principal(s) of the school(s) to which the officer is assigned.

B. The SRO shall be on duty at his/her assigned school(s) from 0730 – 1530 hours unless modified by mutual agreement between the CPD and CCR2 Superintendent or Principal. The remainder of the SRO's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes. If the SRO is unable to work due to illness for more than two consecutive days CPD shall make a replacement available until such time as SRO is able to return to work.

C. It is understood and agreed that time spent by an SRO attending juvenile court and/or criminal cases arising from and/or out of his/her employment as an SRO at CCR2 shall be considered as hours worked under this Agreement.

VIII. Duties of a School Resource Officer (SRO)

The duties of the SRO shall include the following:

A. To protect the lives and property of the citizens, employees, and students of the Crawford County R-II School District;

B. Enforce federal, state and local laws and ordinances, and to assist school officials with the enforcement of Board of Education and building policies and regulations regarding student conduct;

C. Investigate criminal activity committed on or adjacent to school property;

D. Interview students in certain situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

E. Answer questions and conduct classroom presentations for students in the law-related education field;

F. Assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

G. Provide security for special school events or functions, such as sporting events, PTA meetings, etc, at the request of the Superintendent or a principal;

H. Provide traffic control during the arrival and departure of students on an as-needed basis, as determined by law enforcement personnel;

I. Coordinate and communicate with the principal or the principal's designee of the school to which he/she is assigned;

J. Comply with all standard operating practices and procedures of the CPD when performing law enforcement duties; and

K. Become familiar with and obey all policies and procedures of the CCR2 Board of Education and the building(s) to which the SRO is assigned.

X. Transporting Students

The SRO shall not transport any student in a police vehicle unless:

A. The student is a victim of a crime, under arrest, or other emergency circumstances exists;

B. The student has been suspended and sent home from school pursuant to school disciplinary action AND 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, causing his/her continued presence on campus to be a threat to the safety and welfare of other students and school personnel, as determined by the SRO or his/her supervisor; or

C. The Superintendent or a principal has given the SRO permission to transport the student in a patrol car.

XI. Investigation of Crimes Committed on School Grounds or at a School Function

A. Interview and Interrogation Procedures

In the event of a serious crime, as defined in Missouri criminal statutes and Board of Education Policy and Regulation 2673, is committed at school or at a school activity, the principal or assistant principal, with the assistance of the SRO, should:

1. Question any witness to determine whether a crime was committed and identify all persons involved;

a. The SRO shall have the general authority to question or interrogate any student at school who may have information about criminal misconduct or the violation of CCR2 policies.

- b. Unless there is an emergency or other circumstance requiring immediate action, all student interrogations should be conducted in cooperation with and in the presence of a school official.
 2. Question the person suspected of committing the crime.
 - a. As a general rule, the suspect should not be arrested or placed “in custody” during the initial interview or interrogation.
 - b. A juvenile suspect shall not be questioned without prior notification of a Juvenile Officer.
 - c. The suspect shall be informed generally of the purpose of the investigation and given an opportunity to informally present his/her knowledge of the facts. If, following notice of his/her “Miranda” rights, the suspect wishes to remain silent, to contact his/her parents(s) or an attorney, or to end the interview, the questioning should cease, and the suspect’s request should be granted, unless there is reasonable cause to detain the student for questioning.
 3. If a student is detained, placed in custody or arrested, the student’s parent(s) and the Juvenile Officer must be advised prior to further questioning by an SRO

B. Search Procedures

When requested by school officials, the SRO shall assist with the search of a student if school officials or the SRO have reasonable suspicion that the search will turn up evidence that the student has violated the law or school district policies. All searches must be reasonably related to the purposes of the search and no more intrusive than necessary to achieve those purposes. Under no circumstances the SRO or any school official strip search students. If a search uncovers evidence of criminal misconduct, the evidence may be held or turned over to law enforcement.

C. Reporting of Serious Crimes

If an investigation uncovers evidence of a serious crime as defined in Missouri criminal statutes and CCR2 Policy and Regulation 2673, the school official shall notify the SRO, the student’s parent(s)/guardian(s) and the appropriate school personnel. The SRO will turn the evidence over to law enforcement.

XII. Bomb Threats

School officials, the SRO, and law enforcement and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. Law enforcement, the

Superintendent, or a principal designated by the Superintendent shall decide whether or not to evacuate the school(s).

XIII. Controlled Substances

A. School officials shall notify the SRO in ALL cases involving possession, sale or distribution of controlled substances at school or school activities.

B. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.

C. If there is a probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified. The SRO and the Crawford County Juvenile Officer will decide whether to initiate a juvenile petition or criminal warrant.

XIV. Riots and Civil Disorders

A. In the event a riot or civil disorder occurs on campus, the Superintendent and the SRO shall discuss and agree upon a response to the situation.

B. If, in the opinion of the Superintendent and/or SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request that assistance.

XV. Access to Education Records

A. School official shall allow the SRO to inspect and copy any public records maintained by the school district including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records (as defined by the Federal Educational Rights and Privacy Act and Board of Education policy) except in emergency situations.

B. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to the health or safety.

A full explanation as to the need of the information to meet the emergency situation and the extent to which time is of the essence shall be articulated in the SRO's official police report.

C. If Confidential student record information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant, a subpoena to produce to records, a court order, or a parent's authorization.

XVI. Evaluation

It is mutually agreed that CCR2 shall evaluate the SRO Program and performance of the SRO annually. It is further understood that the CCR2's Evaluation of each officer is advisory only and the CPD retains the final authority to promote, demote, discipline, or discharge the SRO.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year indicated below:

Executed this ___ day of July, 2021 on
Behalf of the Crawford County R-II
School District.

Executed this ___ day of July, 2021
on behalf of the City of Cuba, Missouri

President, Board of Education

Cody Leathers, Mayor

ATTEST:

ATTEST:

Secretary, Board of Education

Lainie Garbo, City Clerk

ATTEST:

Cuba, Missouri Police Department
School Resource Officer