



City of Aurora

School Resource Officer Agreement

This Agreement is entered into this 10th day of August, 2021, by and between the City of Aurora, a public entity, hereinafter referred to as "City" and Aurora R-VIII Scholl 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 City to assign a police officer to provide law enforcement services, through the School Resource Officer (SRO) Program, as specified herein:

One (1) full-time police officer to serve all Aurora –VIII School District facilities and properties.

The police officer will work with school district personnel in providing alcohol/drug education activities, anti-bullying education activities, maintaining a safe campus enforcement, serving as a law enforcement problem-solving resource person, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Term – The term of the Agreement shall be from August 10, 2021 through August 9, 2021. During days the officer is not on duty with the School District, the officer shall perform regular police duties at a duty station as determined by the Chief of Police.
3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification with services ceasing at the end of the semester. The Agreement will be reviewed and approved on an annual basis.
4. Relationship of Parties – The City and the assigned police officer shall have the status of an independent contractor for purposed of the Agreement. The police officer assigned to the District shall be considered an employee of the City and shall be subject to its control and supervision. The assigned police officer will be subject to current procedures in effect for the City of Aurora police officers, 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,



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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 civil service, retirement, or personnel rules accrue to such person.

5. Consideration – In consideration of the assignment of one (1) full-time police officer to work in the District as provided herein, the District agrees to pay the City one half of the cost of salary and benefits to include occasionally budgeted increases or promotions. The City will provide the information regarding salary/benefits to the School District.

The district will not be responsible for payment of overtime, unless it is requested by the District. The police 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 (school supplies provided by the District, police supplies/equipment provided by the Department). The City will invoice the 2021-2022 agreement monthly from August 2021 to August 2022 based upon number of days worked in each particular month. The SRO shall submit a monthly timesheet to the City and personnel in the Central Office showing the number of days worked and any pre-approved overtime prior to payment being made from District to City. The City will provide an official police vehicle and fuel for the SRO and cover the costs of police officer training consistent with City policies and procedures.

6. Budgetary Constraint – This Agreement shall automatically be terminated in the event that the appropriate officer, agent, council or other body with the authority to appropriate money fails to appropriate sufficient funds to pay for the obligations imposed by the Agreement for the fiscal year in question. Failure to appropriate funds to continue this contract in any subsequent year shall not be deemed a breach by the Parties.
7. School Resource Officer Responsibilities – The SRO 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 and other safety issues in the school community.

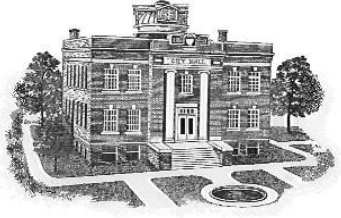


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- b) Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the School Resource Officer;
 - c) Provide information in-services and be a general resource for the staff on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security;
 - d) The SRO will gather information regarding potential 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 SRO will take the appropriate steps consistent with Missouri law enforcement police officer duties;
 - f) The SRO will present educational programs to students, and school staff on topics agreed upon by both parties;
 - g) If appropriate, the SRO will refer students and/or 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 circumstances prevent it, the SRO will attempt to advise Central Office Personnel and/or the School Principal prior to taking legal action, subject to the officer's duties under the law;
 - i) The SRO shall not act as school disciplinarian, nor make recommendations regarding school discipline. 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.
 - j) The SRO will maintain an activity log, attendance calendar, and compile monthly safety and security data to be submitted to Central Office Personnel and the Chief of Police.
 - k) The SRO will conduct safety and security assessments of school facilities and make recommendations for improvement to Central Office Personnel.

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

7. Time and Place of Performance – The City will endeavor to have a police officer available for duty at the assigned school(s) each day indicated on the attached calendar. The City is not required to furnish a substitute police officer on days when the assigned police officer is absent due to illness or police department requirements. The police officer's SRO activities will be restricted to their assigned school grounds except for:



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- a) Follow-up home visits when needed as a result of school related student or attendance problems;
 - b) School related off-campus activities when police officer participation is requested by Central Office Personnel and/or Principal and approved by the City;
 - c) In response to off-campus, but school related, criminal activity;
 - d) In response to emergency police activities.

8. District Responsibilities – The District will provide the School Resource Officer an office and such office equipment as is necessary at his/her assigned schools. Equipment shall include a telephone, secured filing space and access to a computer.

City of Aurora, Missouri

BY: _____
City Manager

BY: _____
Mayor

Attest: _____
City Clerk

Aurora R-VIII School District

BY: _____
Superintendent of Schools

BY: _____
President, Board of Education

Attest: _____
Secretary, Board of Education