

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is entered into by and between **Fulton Public School District**, a political subdivision of the State of Missouri, herein "School District," and **City of Fulton, Missouri**, a political subdivision of the State of Missouri, herein "COF".

WHEREAS, the Fulton Police Department (FPD) has a long-standing commitment to the development of trusting relationships between law enforcement and the faculty, staff, and students of schools within the City of Fulton; and

WHEREAS, FPD wishes to provide services to "School District" in the form of a School Resource Officer (SRO) on the school campuses; and

WHEREAS, "School District" agrees to provide a reimbursement to "COF" for the costs of said services at the rate of Sixty-Five Percent (65%) of the base salary and associated benefits of the assigned officer; and

WHEREAS, "COF" has agreed to One-Hundred Percent (100%) fund the cost of any accrued vacation/sick/overtime/compensatory time, a visibly marked patrol vehicle, vehicle and police officer equipment, POST-mandated training, School Resource Officer specific training, uniforms, and any other cost related to the standard employment of a police officer; and

WHEREAS, for the academic year 2024-2025, the contemplated Sixty-Five Percent (65%) reimbursement would total \$27,296.11 (maximum) payable in five (5) monthly installments; January 2025, February 2025, March 2025, April 2025, May 2025; and

WHEREAS, the parties have the authority to enter into this cooperative agreement pursuant to RSMo 70.220 for the purposes herein stated;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements in this document, "COF," by and through the FPD, and the "School District," agree as follows:

1. **SERVICES TO BE PROVIDED.** FPD will provide a Missouri Licensed and commissioned law enforcement officer (SRO) to the "School District" Fulton campus during the regular school year.
2. **PAYMENT.** "School District" shall pay "COF" \$27,296.11 for SRO services contemplated herein for the term of this Agreement. The parties shall renegotiate the payment due for any renewal of this Agreement based on the figure determined by a calculation of 65% of the police officers base salary and associated benefits for that renewal term.
3. **PERFORMANCE EVALUATION.** FPD and "School District" agree to conduct performance evaluations of the assigned police officer as agreed upon by the Chief of Police and the Superintendent.
4. **DURATION.** This Agreement shall remain in full force and effect from January 6, 2025, to the end of the 2024-2025 academic year, or until June 30, 2025, whichever first occurs.

5. **MODIFICATION.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, and shall supersede any prior oral or written agreements.
6. **TERMINATION.** This Agreement shall expire in full at the end of the term specified in Paragraph 4: DURATION, above. However, the parties may agree to extend the Agreement, provided that such extension is approved by a majority of the whole Board of Education (four affirmative votes, regardless of the number of members present), signed by the Board President, and attested by the Board Secretary. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement, during the then-existing term of the Agreement, whether with or without cause, by providing 30 days' written notice to the other party.
7. **LEGAL CONTINGENCIES.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party. The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns. This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Callaway County, Missouri.
8. **OPERATIONAL CONTROL OF FULTON POLICE DEPARTMENT PERSONNEL.** The SRO shall remain under the operational control and supervision of FPD.
9. **USE OF EQUIPMENT AND FACILITIES.** "School District" agrees to grant the SRO access to, and use of, all school facilities and equipment as needed in furtherance of the SRO's official duties.
10. **FOURTH DEGREE ASSAULT.** "School District" agrees to handle internally, complaints of Assault in the Fourth Degree, committed by any student of the district, as defined by RSMo 565.056 when such act occurs on school property, including a school bus, regardless of the ownership of such school bus, or while involved in any school related activity, when such act is against another student. "School District" further agrees to notify the SRO, within seven (7) days, of such complaints for FPD documentation purposes only. This section does not negate the right of any student of the district, or the student's parent/guardian, from requesting a criminal investigation of Assault in the Fourth Degree. Nor does it prevent the "School District" from reporting directly to FPD and/or requesting a criminal investigation of Assault in the Fourth Degree when, in the judgment and sole discretion of the "School District," such report and/or request is appropriate.
11. **PROCEDURE FOR REVIEW AND REVISION OF THIS AGREEMENT.** This agreement may be modified or altered or the rights or obligations transferred, only in a writing signed by the parties hereto, following approval by vote of a majority of the whole Board of Education for the "School District," as required by law.
12. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of "School District" and "COF." Nothing in this Agreement is intended to confer any rights or remedies on any third party.
13. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

14. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done. Accordingly, this Agreement must be approved by a majority of the whole Board of Education (four affirmative votes), regardless of the number of members present, signed by the Board President, and attested by the Board Secretary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

FULTON PUBLIC SCHOOL DISTRICT

CITY OF FULTON, MISSOURI

Andy Bonderer, School Board President

Courtney Doyle, Director of Administration

Date

Date

Scott Lowe, School Board Secretary

William Ladwig, Chief of Police

Date

Date