

**City of Palmer**  
**Action Memorandum No. 18-042**

**Subject:** Authorizing the City Manager to Negotiate and Execute a Three-Year Agreement with the Matanuska Susitna Borough School District (MSBSD) to Provide a School Resource Officer to MSBSD Schools Within the Palmer City Limits, the Amount Being Funded 75 Percent by MSBSD and 25 Percent by the City of Palmer

**Agenda of:** March 27, 2018

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
    **Denied**

**Originator Information:**

**Originator:**    Chief of Police

**Department Review:**

Route to:	Department Director:	Signature:	Date:
<u>  X  </u>	Community Development	<u><i>Michelle Tefft</i></u>	<u>3/2/2018</u>
<u>          </u>	Finance	<u>  </u>	<u>  </u>
<u>          </u>	Fire	<u>  </u>	<u>  </u>
<u>  X  </u>	Police	<u><i>Samuel Westberg</i></u>	<u>3-5-18</u>
<u>          </u>	Public Works	<u>  </u>	<u>  </u>

**Approved for Presentation By:**

	Signature:	Remarks:
City Manager	<u><i>[Signature]</i></u>	<u>  </u>
City Attorney	<u><i>[Signature]</i></u>	<u>  </u>
City Clerk	<u><i>Nesma L. Alley</i></u>	<u>  </u>

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ **\$217,932.27**

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ <u>\$163,449.20 (2018)</u>
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>\$54,483.07 (2018)</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ <u>  </u>
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input type="checkbox"/>	Budgeted	Line item(s): <u>  </u>
<input checked="" type="checkbox"/>	Not budgeted	Salary/Benefits 01-12-10-6011/01-12-10-6012: \$37,181.82, Equipment 01-12-10-6053: \$17,301.25

Director of Finance Signature: *Michelle Tefft*

**Attachment(s):**

- None

**Summary Statement:**

The School Resource Officer (SRO) program is widely regarded as successful in building better relationships between police organizations and community youth. The City of Palmer Police Department (PPD) would support the program by designating a SRO to serve local schools, with funding provided in a 25% / 75% split between Palmer and the Mat Su Borough School District (MSBSD) respectively. To maintain adequate patrol staffing in the City an additional officer would be hired to support the program. At its core, there are several key components to the SRO program:

1. Provide focused law enforcement and police services to the school, school grounds, and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures.
2. Work to prevent juvenile delinquency through close contact and positive relationships with students. The SRO will monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies.
3. Establish and maintain a close partnership with school administrators to provide for a safe school environment.
4. Be visible within the school community. Attend and participate in school functions. Continue working relationships with the school's staff as well as with student and parent groups.
5. Develop and implement classes in law related education to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
6. Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
7. Initiate interaction with students in the classroom and general areas of the school building. Be a positive role model. Increase the visibility and accessibility of police to the school community.
8. The SRO will provide service to all MSBSD schools located within the city limits of Palmer with primary emphasis on the high school and junior middle school.

Total program costs are approximately \$528,360.70 over three years. Palmer proposes a 75% (MSBSD)/25% (City of Palmer) division of costs for the position. This recognizes the officer being exclusively detailed to school related activities for nine months of the year. The remaining three months (Summer Break) the officer will be allowed to assume normal police activities in the community. The estimated costs are as follows:

1. Initial equipment outlay (2018) of \$69,205.00, with the MSBSD paying \$51,903.75 and Palmer paying \$17,301.25
2. First Year(2018) Salary and Benefits of approximately \$148,727.27, with the MSBSD paying \$111,545.45 and Palmer paying \$37,181.82.

3. Second Year (2019) Salary and Benefits of approximately \$153,009.08 with the MSBSD paying \$114,756.81 and Palmer paying \$38,252.27.
4. Third Year (2020) Salary and Benefits of approximately \$157,419.35 with the MSBSD paying \$118,064.52 and Palmer paying \$39,354.84.
5. Total MSBSD costs are approximately \$396,270.53. Total City of Palmer costs are approximately \$132,090.17.

**Administration's Recommendation:**

Approve Action Memorandum No. 18-042 authorizing the City Manager to Negotiate and Execute a Three-Year Agreement with the Matanuska Susitna Borough School District (MSBSD) to Provide a School Resource Officer to MSBSD Schools Within the Palmer City Limits, the Amount Being Funded 75 Percent by MSBSD and 25 Percent by the City of Palmer.

**Memorandum of Agreement  
Between  
Matanuska-Susitna Borough School District  
and  
The City of Palmer Police Department**

**Purpose:**

This agreement between the Matanuska-Susitna Borough School District (MSBSD) and the City of Palmer Police Department (PPD) sets for the foundation and guiding principles for the continuation of a School Resource Officer (SRO) program for schools located within the City of Palmer. The parties understand and agree that this is an evolving program for both the MSBSD and PPD and that from time to time amendments to this agreement may be necessary.

**Intent:**

The MSBSD and PPD hereby agree to the following collaborative concepts for the School Resource Officer Project:

1. Both parties support placing a School Resource Officer (SRO) within the schools located within the City of Palmer to enhance and improve the overall safety and security of schools, youth, and the community.
2. Both parties agree to, for the life of this agreement, maintain an open forum between the parties for the purpose of evaluating, improving, and managing this project.
3. Both parties will work together to secure and maintain local funds for this project to continue for a period of three years. Both parties also pledge to work collaboratively to seek grant funds or other funding sources to support and maintain the project.
4. The parties will agree to and monitor key program elements for determining the outcomes and lessons learned from this project.
5. The project involves duties and assignments at Palmer High School and Palmer Junior Middle School. Nothing in this agreement is intended to restrict or prohibit the SRO from responding to an emergency, investigation of criminal activities, or providing technical assistance to another school as time permits.
6. The parties will jointly develop and implement project goals, tasks, projects, and evaluations on an annual basis.
7. The parties understand, acknowledge, and agree that not every contingent can be covered within this agreement. The parties agree that within the scope and intent of this agreement the discretion and responsibility to develop and grow the program shall be with the assigned points of contact for the MSBSD and PPD.

**The PPD agrees to:**

1. Employ and assign one Alaska State Certified Police Officer to the program. The officer shall have at a minimum 2 years of patrol experience and other training, skills, knowledge, or abilities that would enhance their ability to work within the school environment.
2. Shall pay all costs associated with the assigned Police Officer to include wages, benefits, overtime, insurance, or other costs routinely associated with and paid for by PPD subject to the cost sharing agreement (Attachment A).
3. Provide supervision of the assigned officer.
4. Provide and maintain the required officer-related equipment such as uniforms, weapon, radio, vehicle, and other related items subject to the cost sharing agreement (Attachment A).
5. Assign the SRO to the affected schools (Palmer High School and Palmer Junior Middle School) at least 75% of their scheduled days of work. The actual hours of work for each day and days at work will be coordinated between the PPD and Palmer High School as the lead school.
6. Assign the officer to a flexible work schedule to meet the needs and requirements of the schools and PPD.

**The MSBSD agrees to:**

1. Provide annual funding support of this project in the amounts specified in Attachment A as approved by the School Board in its annual budget.
2. Palmer High School will provide an office space, computer with internet access, desk, chair, telephone, and office supplies as needed for the SRO.
3. The affected schools will each assign a staff member as the single point of contact with its administration between the school and PPD.
4. MSBSD will provide at least one district administration representative to be a member of the project oversight team.
5. The affected schools will advise the SRO of any criminal activity it becomes aware of that occurs in or around the school.
6. The affected schools will allow the SRO to participate in classroom discussions and presentations in such areas as substance abuse prevention, personal safety, law enforcement careers, and other areas or topics as the SRO may be qualified or trained in providing. The SRO will not be assigned classroom assignments or tasks that supplant a certified teacher's responsibility.
7. The affected schools and MSBSD will assist in the annual project evaluation, goal setting, and project team activities.
8. Assist PPD with the selection of the SRO and provide input to the performance evaluation of the SRO.

**Payments:**

The district shall make quarterly payments under this agreement as follows:

August 1, 2017; October 1, 2017; January 1, 2018; and March 1, 2018

**Student Discipline:**

1. Student discipline shall remain the responsibility of the MSBSD.
2. The SRO may be called in to assist in student disciplinary cases that involve criminal activity where the student is the offender or victim to provide technical expertise in proper investigative procedures or to act as a third party during interviews.
3. The SRO will not be requested to initiate or hand out administrative disciplinary actions.
4. The MSBSD will refer all criminal acts – Class A misdemeanors or felonies that occur on school grounds, facilities, or programs, or that become known to the MSBSD regarding students of Palmer area schools to the SRO for potential criminal investigation and evaluation.
5. MSBSD may coordinate administrative disciplinary actions with the SRO's criminal investigation when appropriate.
6. If agreed to by both the school and PPD, disciplinary actions for minor criminal acts will be handled by the school.

**Transporting Students:**

1. The SRO shall not transport students in their vehicle while engaged in SRO duties at a school except:
  - a. When the student is under arrest or otherwise detained. The SRO shall follow the PPD policies and procedures for transporting juveniles.
  - b. To transport a student to a referral agency such as the hospital, clinic, or other location as determined by the school when the student represents an immediate safety threat to themselves or others and only with a school official accompanying the student.
  - c. To remove a student who has been suspended or expelled and the parent or guardian is not available to remove the student and the student represents an immediate safety threat to themselves or others. A school employee shall accompany the SRO and student during the transport.
  - d. At the discretion of the SRO supervisor.
  - e. The SRO shall notify the school principal or designee prior to removing any student from the school.

### **Investigation Procedures:**

1. The SRO has the responsibility and authority to investigate criminal acts or suspected criminal activity on and around the school. The SRO shall coordinate such activities with the school to minimize education disruptions and to assure coordination with any administrative actions required by the school.
2. The SRO may conduct interviews of students during school hours with the approval of the principal and after notifying the parents or guardians, provided such notification does not conflict with appropriate investigatory procedures.
3. If in the opinion of the SRO and principal an immediate investigation or interview is necessary to protect the safety of a student, school, or staff, the SRO may conduct the interview without parental contact.
4. The SRO will follow the PPD policies and procedures for interviews of juveniles.

### **Search Procedures:**

1. School officials shall follow the MSBSD policy on student searches at all times.
2. Evidence of criminal acts uncovered during an administrative search conducted by and at the direction of the school officials shall be turned over to the SRO for criminal investigation and proceedings.
3. The SRO shall refrain from using a school official as an agent of the police in conducting a search and seizure situation. The SRO will not ask or manipulate a school official into making a search on behalf of the SRO that would otherwise be prohibited by law.

### **Arrest Procedures:**

1. The Principal of the school is responsible for notifying the parent or guardian of any student arrested during school hours.
2. The SRO shall immediately notify the Principal of any student they place under arrest while the student is on campus.
3. If the SRO arrests a school district employee on school property, the SRO shall immediately notify the Principal. The Principal shall then notify the Superintendent's office and the Assistant Superintendent of Instruction.
4. The SRO shall, as soon as is reasonably possible, notify the Principal of any other person arrested while on campus.

### **Access to Education Records:**

The parties understand that some student records maintained by MSBSD are subject to legal restrictions on disclosure to protect student privacy. MSBSD officials shall be solely responsible for interpreting and applying those restrictions in cases where the SRO requests access to student records in the performance of police investigative duties, and the SRO shall abide by the determination of the MSBSD concerning access of the SRO to student records maintained by MSBSD.

1. School officials shall allow the SRO access to inspect and copy public records maintained by the school, such as directory information and yearbooks.
2. School officials shall grant the SRO access to student educational records when such access is necessary to protect the health and safety of a student, other students in the school, staff, or the public. Such disclosure shall be documented by the school and maintained in a confidential manner.
3. Confidential records may also be released to the SRO upon receipt of a release of information signed by the parent or guardian or upon receipt of a search warrant or subpoena.

### **Complaints Regarding the School Resource Officer:**

1. In the event of a complaint made against the SRO received by the school district, the Principal and SRO shall meet to discuss and resolve the issues or concerns raised. The SRO supervisor shall be notified of the complaint and may assist in the initial stage of resolution.
2. If the complaint cannot be resolved at the first level or is considered a serious problem, the Principal shall notify the SRO supervisor and refer the complaint to the SRO supervisor. PPD may notify the Principal whether any disciplinary action was taken as a result of the complaint.
3. Concerns or issues regarding the performance of the SRO by the Principal shall be brought to the SRO supervisor. If the issue cannot be resolved at this level, the Principal shall meet with the PPD Chief to resolve the conflict.
4. If the SRO has a complaint regarding a school employee, they shall contact the Principal of the school the employee works in. The Principal shall be responsible for investigating and handling the complaint in an appropriate manner. Should the complaint involve a Principal or Assistant Principal, the SRO shall forward the complaint through the SRO supervisor and information to the Assistant Superintendent of Instruction.

### **Classroom Instruction:**

1. The SRO may instruct or present materials in a classroom setting on topics or materials that have been approved through the Principal.
2. The SRO may instruct in a classroom only when there is a certified teacher present. The teacher is responsible for classroom management.



**Records:**

1. All investigative records created by the SRO shall remain the property of the PPD, who shall maintain and control them in accordance with PPD policies and procedures.
2. Records other than investigative records created by the PPD that pertain to the SRO's work and tasks that are not of an investigative or confidential nature shall be shared by PPD and the MSBSD.

**Project Team:**

1. MSBSD and PPD agree that for the duration of this agreement they shall form and maintain a project team to oversee and evaluate the project. The team shall be comprised of at least the following members:
  - a. Principal of affected schools or their designee
  - b. Palmer Police Chief or Commander
  - c. District Risk Management
  - d. Department of Instruction designee
  - e. School Resource Officer
2. The project team may add other agencies to the team as they determine would be in the best interest of the project.
3. The project team shall meet quarterly or more often as determined by the team members.
4. The team shall maintain minutes of their meetings.
5. The duties assigned to the project team are:
  - a. Provide for annual project evaluation
  - b. Conduct an annual review of project goals and objectives and modify them as needed
  - c. Prepare an annual report of the project for PPD and MSBSD

**Modifications and Amendments:**

This agreement may be modified or amended at any time by the parties by written agreement of the parties. The MSBSD and PPD understand and agree that this is an evolving new project and such modifications or amendments may be necessary for its continuation and success.

The parties agree that for non-financial modifications to this agreement the format shown in Attachment B will be used to modify or amend operational details of this agreement.

**Notices:**

All written notices under this agreement shall be sent to the following:

For the MSBSD:

Superintendent Gene Stone  
501 N. Gulkana Street  
Palmer, AK 99645

For the PPD:

Chief Lance Ketterling  
423 S. Valley Way  
Palmer, AK 99645

**Termination:**

Either party may terminate this agreement without cause by providing written notice to the other party at least 90 days prior to the requested termination date, stating the reasons for termination and the effective date.

**Insurance:**

For the duration of this agreement, PPD agrees to, at its expense, have and maintain the following insurance coverage for the SRO:

1. State required Workers' Compensation
2. Professional and General Liability
3. Vehicle Damage and Liability
4. Employee benefits as provided to other Palmer Police Officers

**Agreed to this day:**

For the Matanuska-Susitna Borough School District:

\_\_\_\_\_  
Gene Stone, Superintendent

\_\_\_\_\_  
Date

For the City of Palmer:

\_\_\_\_\_  
Lance L. Ketterling, Chief of Police

\_\_\_\_\_  
Date

**Attachment A**

**School Resource Officer  
Cost Sharing Agreement**

DRAFT

**Attachment B**

**School Resource Officer  
Agreement Form  
For Minor Agreement Amendments**

Amendment number (INSERT NUMBER) to the School Resource Officer Memorandum of Agreement between the Matanuska-Susitna Borough School District (MSBSD) and the City of Palmer Police Department (PPD) is hereby agreed to this day \_\_\_\_\_, 20\_\_\_\_\_.

Whereas the MSBSD and PPD desire to amend the agreement for non-financial reasons and have agreed to use this form for that purpose, and

Whereas the amendment set forth below is of an operational nature necessary to the proper functions for the School Resource Officer project.

Now therefore the parties agree to the following amendment:

(INSERT AMENDMENT AGREEMENT HERE)

Dated this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

For the MSBSD: \_\_\_\_\_

For the PPD: \_\_\_\_\_