

AGREEMENT

Between

CITY OF COLUMBIA, MISSOURI

And

COLUMBIA PUBLIC SCHOOL DISTRICT

For

SCHOOL RESOURCE OFFICER PROGRAM

This School Resource Officer Agreement (“Agreement”) is entered into between the Columbia Public School District (“CPS”) and the City of Columbia, Missouri (“City”) by and through the Columbia Police Department (“CPD”), collectively referred to as the “Parties”, with the Effective Date to be the date of the last party to execute.

NOW, THEREFORE, the Parties hereto agree as follows:

1.0 Goal and Objectives. It is understood and agreed that CPS and City officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:

- 1.1 To build relationships with students, families, and staff that enhance communication and the partnership between the CPD, CPS, and community;
- 1.2 To create a safe learning environment for all students;
- 1.3 To foster education programs and activities that will increase students’ knowledge of the law and the function of law enforcement agencies;
- 1.4 To maintain SRO presence at CPS extra-curricular activities held at school, when possible, especially those activities with significant crowds;
- 1.5 To act swiftly and cooperatively when responding 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, and threats of harm to persons or property;
- 1.6 To report crimes that occur on campus and to cooperate with law enforcement officials in their investigation of crimes that occur at school; and
- 1.7 To cooperate with other law enforcement entities in investigation of criminal offenses which occur off campus, in accordance with this agreement.

2.0 Employment and Assignment of School Resource Officers.

- 2.1 Pursuant to the terms and conditions set forth herein, City agrees to employ five (5) SROs during the CPS regular school session and for the summer school session. The SROs shall be employees of City and shall be subject to the administration, supervision, and control of City, except as such administration, supervision, and control are subject to the terms and conditions of this Agreement.

- 2.2 City will manage salary and employment benefits in accordance with the applicable salary schedule and employment practices of City.
- 2.3 City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. However, CPS will be actively involved in interviews and decisions on the placement of SROs in CPS, with the final decision resting with the City. To the extent allowed by law, City shall hold CPS free and harmless from and against any and all claims, suits, or causes of actions arising out of allegations of unfair or unlawful employment practices brought on by an SRO. Nothing contained herein shall be deemed a waiver of either Party's defenses or immunities available under law or require City to hold CPS harmless from CPS's own negligence or intentional acts.
- 2.4 The SROs shall be assigned by City and CPS as follows:
 - 2.4.1 Two (2) shall be assigned to David H. Hickman High School (HHS);
 - 2.4.2 One (1) shall be assigned to Rock Bridge High School (RBHS); and
 - 2.4.3 Two (2) shall be assigned to Muriel Williams Battle High School (BHS)
- 2.5 In the event an SRO is absent from work, the SRO shall notify both the SRO's supervisor in City and the principal of the school to which the SRO is assigned. For prearranged absences (e.g., training or other CPD assigned duties), City will make every effort to provide a substitute officer for the SRO and/or to schedule absences on days when school is not in session.
- 2.6 CPS will provide office space and office supplies for each SRO.

3.0 Duty Hours.

- 3.1 SROs will be on duty at their respective school assignments at least 30 minutes before the school day begins and at least 30 minutes after the school day ends unless modified by mutual agreement between the CPS principal of the school to which the SRO is assigned and the City of Columbia Chief of Police, or their designee. The maximum number of hours that an SRO officer shall be on duty in a two (2) week pay period shall be eighty (80) hours
 - 3.1.1 Any hours worked for SRO duties in excess of eighty (80) hours in a two (2) week pay period will be paid by City and reimbursed by CPS at the agreed upon rates in Section 16.0 Consideration. To receive reimbursement for discretionary overtime, as opposed to hold-over overtime, the hours must be pre-approved by CPS Director of Safety and Security or their designee.
 - 3.1.2 Nothing in this Agreement shall be construed to confer a benefit on any officer. This Agreement is not an employment contract. City and CPS are independent contractors.
 - 3.1.3 Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.

- 3.2 It is understood and agreed that time spent by SROs attending juvenile court and/or criminal cases arising from and /or out of their employment as an SRO shall be considered as hours worked under this Agreement.

4.0 Basic Qualifications of School Resource Officers (SROs). To be an SRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a commissioned officer and should have a minimum of one and one half (1.5) years of law enforcement experience;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws; City and County ordinances, and Board of Education policies and procedures;
- 4.3 Shall be capable of conducting in-depth criminal investigations;
- 4.4 Shall possess an even temperament, and an ability to build relationships with students, staff, and parents;
- 4.5 Shall possess communication skills which would enable the officer to function effectively within the school environment; and
- 4.6 Shall possess high levels of skill and training as an officer. City will be responsible for the skill level and training of the officer. CPS will provide additional in-service for the SRO regarding the specific building practices and culture.
- 4.7 Shall have completed and obtained certification by an outside (non-CPD) entity in de-escalation and trauma informed practices within a reasonable time frame of hire as an SRO. At City discretion, this training may be provided directly by CPS by a certified trainer.
- 4.8 Each SRO shall have passed a criminal history background check and shall not be on the Family Care Safety Registry (FCSR), or the central registry of child abuse and neglect of the Children's Division (CD) of the Department of Social Services, or any sexual offender registry.

5.0 Duties of School Resource Officer.

- 5.1 To protect lives and property for the citizens and public school of the City;
- 5.2 To enforce federal, state, and local criminal laws and ordinances;
- 5.3 To investigate criminal activity committed on school property and assist with investigations on adjacent properties or related to school;
- 5.4 Receive reports from CPS on offenses the district is required to report to law enforcement under state law.
- 5.5 SROs shall not be used for school discipline or administrative enforcement that does not involve potential criminal conduct or safety risks. SROs do not make decisions regarding student discipline but may attend and participate in disciplinary hearings and threat assessment meetings when requested by CPS;
- 5.6 To provide guidance and education to public school students in situations, such as

when students are suspected of engaging in criminal misconduct, when requested by the principal, or the principal's designee, or by the parents of a student;

- 5.7 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned, in accordance with this agreement;
- 5.8 To participate in re-entry procedures (Restorative Practices) when organized by school officials with students who have had a formal interaction with the SRO (they are returning after being detained by the SRO) or in cases where the presence of the SRO could benefit the student.
- 5.9 When requested by CPS, each SRO will teach or lead classroom discussions on topics of importance to adolescents (i.e. school safety, courage in decision making, substance abuse and/or gang activities).
- 5.10 The SRO will participate in high school mental health coalition checklist reviews, twice a year, and will meet with each school's outreach counselor, as needed.

6.0 Chain of Command.

- 6.1 As employees of City, SROs shall follow the chain of command as set forward in the Columbia Police Department Policies and Procedure Manual.
- 6.2 In the performance of day-to-day duties, each SRO shall coordinate and communicate with the principal, or the principal's designee, of the school to which the SRO is assigned.

7.0 Training.

- 7.1 City will provide SROs with appropriate in-service training such as updates in the law, in-service firearm training, and other required department training. CPS will also provide training on Board of Education policies, regulations, and procedure, including diversity and equity training. Records related to training provided by CPS will be provided to City for retention. CPS will provide additional in-service training for the SROs regarding the specific District and building practices.
- 7.2 CPD staff may attend CPS training associated with equity, diversity, and Restorative Practices.
- 7.3 CPS will provide space for CPD trainings upon request, as space is available.

8.0 Dress Code. SROs shall be provided an approved uniform and equipment by City which the SRO is required to wear when performing official duties at the school to which the SRO is assigned.

9.0 Transporting Students.

- 9.1 It is agreed that an SRO shall not transport students in the SRO's patrol vehicle except:
 - 9.1.1 When the student is the victim of a crime, under arrest, or some other emergency circumstance exist; and

9.1.2 When the parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive / disorderly and the student's continued presence on campus is a threat to the safety and welfare of others. Unless a student is under arrest, a student will not be removed from school while under CPS supervision without consent of CPS or the parent/guardian.

9.1.3 If the circumstances require that the SRO transport a student, then the school officials may provide a school official to accompany the officer in the vehicle. In situations where a student is transported by CPS, the SRO may accompany a CPS employee.

9.2 If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration may provide transportation for the student, and the SRO may accompany a school official in transporting a student.

10.0 Investigation, Interrogation, Search and Arrest Procedures. The policies for SRO investigation of crimes and interrogation, search and arrest of students are as follows:

10.1 Interrogation Procedures. In the event a serious crime is committed at school or at a school activity, the SRO with the assistance of the principal or assistance principal should:

10.1.1 If a student is detained, placed in custody, or arrested, the student must be advised prior to further questioning of their rights as required by law prior to further questioning by the SRO;

10.1.2 If the suspect is a juvenile, the child's parent, guardian, or custodian shall be contacted and must be present during the interrogation. The juvenile will be advised of their rights; and

10.1.3 If the suspect is an adult, the student must be advised of their rights, but the presence of an attorney may be waived by the student.

10.1.4 In general, SROs will not interrogate students on school property unless necessary. If the interrogation occurs on school property or when CPS is responsible for supervising the student, the CPS principal or designee will cooperate to be available and will be present, regardless of the age of the student, and will contact the parent/guardian immediately after the interview, unless the parent/guardian was present in the interview

10.2 Interviewing Students -School-Related Crimes. The SRO may interview students at school, or when CPS is responsible for supervising the student, regarding crimes that happen on school property, at school activities or are otherwise related to school, in coordination with CPS administration. The CPS principal or designee will cooperate to be available and will be present, regardless of the age of the student, and will contact the parent/guardian immediately after the interview.

10.3 Interviewing Students – Crimes Committed Off Campus. The SRO, in coordination with CPS administration, may interview students at school regarding crime unrelated to school and committed off campus if there is minimal disruption to

the educational environment and the student's schedule. The CPS principal or designee will cooperate to be available and will be present, regardless of the age of the student, and will contact the parent/guardian immediately after the interview.

10.4 Search Procedures.

10.4.1 If the school has grounds for suspecting that a search of a student's possessions will uncover evidence that the student has violated, or is violating, either the law or the rules of the school, the school official may conduct the search. When requested by school officials, the SRO shall be present for the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal conduct, contraband, or other prohibited items, the evidence shall be held for or turned over to the SRO. The SRO will not direct or request a search without valid consent or a search warrant.

10.4.2 Nothing in this agreement shall prohibit officers from conducting lawful searches pursuant to court order or lawful means.

10.5 Reporting of Serious Crimes.

When CPS is required by law to report a crime to law enforcement, a report to the SRO will satisfy this requirement. Even when not required by law, CPS will report serious crimes to the SRO.

10.6 Arrest Procedures – School Related Crimes.

Juveniles. When an SRO arrests or takes a juvenile into custody, the SRO shall contact the juvenile office for appropriate actions, as well as notifying a parent and CPS administration.

Adults. When an SRO arrests or takes an adult into custody, the SRO shall select the course of action consistent with state and local law that is appropriate under the circumstances and notify CPS administration.

10.7 Arrest Procedures – Crime Committed Off Campus. Crimes committed at school bus stops or while students are going to and from school.

Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency in the investigation of crimes that occur at bus stops and while students are going to and from school.

11.0 Bomb Threats. It is a felony to give false information concerning the placement of a bomb in a school building. School officials, the SRO, and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. CPS has developed an Emergency Procedures Manual, which shall be provided to the SRO. In all cases, such incidents shall be reported by the principal to the superintendent and to the SRO.

12.0 Illegal Substances.

- 12.1 School officials shall notify the SRO in all cases involving the possession, sale, or distribution of controlled substances or alcohol at school or school activities on properties in which SROs are assigned, including marijuana and products containing THC.
- 12.2 Any controlled substances, suspected controlled substances, or alcohol confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- 12.3 If there is reasonable suspicion to believe that a student or any other person has sold or is selling controlled substances or alcohol to students at or near a school, the SRO shall be notified, and appropriate law enforcement action shall be taken in accordance with appropriate federal, state, or local laws.

13.0 Riots and Civil Disorder.

- 13.1 In the event a riot, civil disorder, or a serious disruption occurs on a school campus, the principal and the SRO shall, if possible, discuss and agree upon a response to the situation.
- 13.2 If in the opinion of the principal or the SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contract the CPD and request that assistance. The principal or the principal's designee also shall notify the superintendent.
- 13.3 CPS shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
- 13.4 The SRO or officer in charge shall inform the principal or the principal's designee, of the need or decision to arrest students and other persons. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime in their presence. The principal or designee will make the final decision on whether a student who is not under arrest will be removed from school property.

14.0 Access to Records.

- 14.1 School officials shall allow SROs to inspect and copy any public records maintained by the school, including directory information such as yearbooks.
- 14.2 If information in a student's 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 that is needed to respond to the emergency situation.
- 14.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records or as otherwise allowed by law.
- 14.4 City may have access to personally identifiable student education records, or

information contained in those records, when allowed under the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, et seq., and other applicable state and federal privacy laws. Redisclosure is prohibited unless authorized by law.

15.0 Term of Agreement.

- 15.1 The initial term of this Agreement will be from the **July 1, 2026 to June 30, 2027**. Thereafter, the term of this agreement shall automatically renew for two (2) successive one (1) year terms (July 1 – June 30) unless one party provides written notice to the other party at least thirty (30) days in advance of the end of the then existing Agreement Term that it does not wish to renew the term of this Agreement. In no event shall this Agreement exceed a total of three (3) terms.
- 15.2 Either Party may terminate this Agreement at any time during a term upon sixty (60) days written notice to the other Party.
- 15.3 If this Agreement is terminated by either Party, CPS shall pay City all uncontested amounts due City for all services properly rendered to the date of receipt of notice of termination. City shall provide an invoice within ten (10) days and CPS shall make payment within forty-five (45) days of the date of the invoice.

16.0 Consideration.

- 16.1 For the initial term of this Agreement, in consideration of City providing the SRO Program as described herein, CPS agrees to reimburse City seventy-five (75) percent of each officers’ actual salary and benefits in effect on October 1, 2026 (Base Rate of pay), not to exceed four hundred eighty-seven thousand five hundred eighty-three dollars (\$487,583).
- 16.2 Any hours worked by an SRO in excess of eighty (80) hours in a two-week pay period shall be paid by the City and reimbursed by CPS at one hundred percent (100%) of the overtime salary and associated benefits costs. The City shall submit an itemized invoice to CPS on a monthly basis, as applicable, and payment shall be due within forty-five (45) days of the invoice date throughout the then-current term of the Agreement.
- 16.3 For the initial term and each successive term, payments of the Base Rate of pay shall be paid in nine (9) equal monthly installments beginning October 1 of each yearly term, after CPS receives an invoice.
- 16.4 The total amount of consideration payable in each successive term as the Base Rate may increase no more than ten percent (10%) from the previous term. Overtime hours payable under Section 3.0 Duty Hours shall not be subject to this limitation.

- 17.0 Scope of SRO Services Contract.** All terms in this Agreement only apply to the specifically designated SRO officers and do not change any other existing agreements between CPS to employ sworn officers of the CPD to work for CPS in an off-duty capacity, nor any other Agreements between CPS, City and other law enforcement agencies.

18.0 Insurance

18.1 City shall provide and maintain for the duration of this Agreement, insurance acceptable to CPS. CPS may demand proof of insurance or letter of coverage at any time during the term of this Agreement. A failure to comply with such request shall constitute a material breach of this Agreement. All insurance requirements of City shall be satisfied by self-funded coverage with a Self-Insured Retention acceptable and hereby approved by CPS. To the extent allowed under any excess liability coverage and not prohibited by law, the following shall apply:

18.2 **Worker's Compensation Insurance.** City shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all SROs providing services to CPS under this Agreement, or self-funded coverage.

18.3 **General Liability and Property Damage Insurance.** City shall take out and maintain during the life of this Agreement, such public liability and property damage insurance policies as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, or self-funded coverage. The limits of such policies shall be no less than the maximum legal liability limits set forth in 537.610, RSMo.

19.0 Sovereign Immunity. The Parties agree that notwithstanding anything stated elsewhere in this Agreement, nothing shall be construed to constitute a waiver by the Parties of the defense of sovereign immunity.

20.0 Indemnification To the extent permitted by law and without waiving sovereign immunity, each Party shall defend, hold harmless and indemnify the other party, its governing body, officers, agents, and employees from every claim, demand, losses and expenses which may be made by reason of any violation of law, injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent or reckless act or omission, or misconduct, of that Party or any person, firm or corporation, employed by that Party, including any subcontractors, in connection with that Party's performance under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws. This provision survives termination of the Agreement.

21.0 Amendment. This Agreement is subject to review and revision at the request of either Party upon written notice by either Party. Upon receipt of written notice, both Parties agree to endeavor towards a mutually beneficial agreement. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

22.0 Anti-Discrimination. City and CPS agree that there shall be no discrimination on the basis

of age, color, race, religion, creed, gender identity, gender expression, sex, sexual orientation, national origin, ancestry, disability, handicap, or veteran's status.

- 23.0 Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri, without regard to or application of provisions relating to choice of law. If any dispute arises from the Agreement, the venue of any litigation arising therefrom shall be the Circuit Court of Boone County, Missouri,
- 24.0 No Third Party Rights or Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of the Agreement, nor may any provision hereof be enforced by any other person.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this School Resource Officer Agreement by their duly authorized representatives as of the date of the last signatory hereto.

CITY OF COLUMBIA, MISSOURI

By: _____

De'Carlton Seewood, City Manager

Date: _____

ATTEST:

By: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____

Nancy Thompson, City Counselor / mc

(Seal)

COLUMBIA PUBLIC SCHOOLS

By: _____

John Lyman, Board President

ATTEST:

Date:
7/13/26

By:  _____
Noel McDonald, Board Secretary