

MUSCATINE POLICE DEPARTMENT
SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT made the 6th day of March , 2020 by and between the Muscatine Police Department and the Muscatine Community School District provides for two School Resource Officers for the 2020/2021, 2021/2022 and the 2022/2023 school years.

A. The Muscatine Police Department agrees to:

1. Provide the Muscatine Community School District with two School Resource Officers.
2. Collaborate with the Muscatine Community School District to provide a safe and healthy school environment for students, staff, faculty, and visitors.
3. Commit to providing appropriate programs and services to prevent children from becoming at risk and to intervene when possible with children already in the juvenile justice system.
4. Coordinate with schools to improve training in order to deter incidents of school violence.
5. Attempt to reduce and deter criminal offenses occurring on school property.
6. Promote positive attitudes regarding the police role in society.
7. Assist the superintendent, principals, faculty, and staff in developing plans and strategies to prevent and /or minimize dangerous situations that may occur on school grounds.
8. Be a resource for students, which enable them to be associated with a law enforcement figure in the students' environment.
9. To be a resource for teachers, parents, administrators and students for conferences on an individual basis dealing with issues and questions, particularly in the area of substance abuse and bully/harassment.
10. Coordinate investigative procedures between police and school administrators.
11. Attend school events as necessary or requested.
12. Take appropriate action with respect to on-site occurrences, including but not limited to, fights, vandalism, theft, accidents, traffic violations, disorderly conduct, narcotics offenses, weapons, unauthorized persons on school property, and other occurrences as appropriate.
13. Inform school officials and staff of current police involvement with students and/or student's families.
14. Conduct other duties as approved or assigned by the Chief of Police.

B. Financial Agreement between both parties:

The City of Muscatine (City) will provide two officers to work in the Muscatine Community School District (District). The officers will be an employee of the City. The District will provide for 75% of any match and the City will provide for 25% of any match for funding of the officers wages and benefits.

C. Records of services performed will be maintained by the Muscatine Police Dept.

The Muscatine Police Department agrees to maintain records regarding the performance of the School Resource Officers. The Muscatine Police Department will maintain any other records regarding the School Resource Officers. The Muscatine Police Department will maintain all arrest and incident reports generated by the officers.

D. Duration Modification, and Termination of the Agreement:

This agreement covers the next three school years, including 2020/2021, 2021/2022, and 2022/2023. At any time, either party may request that the agreement may be modified. Both parties may negotiate any issue. Either party may terminate the Agreement with 30 day written notice to the other party. This agreement constitutes the entire understanding between both parties regarding this subject and no other agreement, oral, or otherwise is in existence or shall be deemed binding upon both parties. This agreement may be amended by written instrument executed by both parties. This agreement will be reviewed December 2022, unless modifications are needed.

E. Legal Contingencies:

It is understood and agreed that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. Each party agrees to be responsible and assumes liability for its own actions and omissions and those of its officers, teachers, or staff for any incident arising out of or in conjunction with this agreement, fully required by the law and agrees to save, indemnify, defend, and hold the other party harmless from such liability.

F. Provider Maintains Control Over its Personnel:

Members of the Muscatine Police Department assigned, as School Resource Officers will not be penalized from exercising the same rights and benefits of other members of the Muscatine Police Department. Employment rights of personnel assigned under a contract for law enforcement services will not be abridged by the provider agency.

G. Use of Equipment and Facilities:

The Muscatine School District will provide officer space, office furniture, phone, and access to office equipment. The city will provide training, uniforms, vehicle, and related equipment.

H. Review and Revision of the Agreement, if needed:

This agreement is subject to review and revision at the request of either party, if such party given advance written notice to the other party. Upon receipt of the written notice, both parties agree to endeavor towards a mutually beneficial agreement. The Muscatine Police Department will

forward a written copy of the new Agreement to the school for review. Any new Agreement becomes effective upon mutual receipt of an Agreement endorsed by the City of Muscatine and the Superintendent of the Muscatine Community School District, or at a date specified within the Agreement.

City of Muscatine

Muscatine Community School District

Interim City Administrator

Greg Jenkins

Superintendent

Dr. Jerry Riibe