

RESOLUTION APPROVING AGREEMENT WITH THE MONONGLAIA COUNTY BOARD OF EDUCATION PROVIDING A SCHOOL RESOURCE OFFICER AT MORGANTOWN HIGH SCHOOL

The City of Morgantown hereby resolves that the City Manager is authorized to execute the attached “Agreement” providing for a School Resource Officer at Morgantown High School on behalf of the City.

Adopted this _____ day of _____ 2022.

Mayor

City Clerk

AGREEMENT

This Agreement, made and entered into this ___ day of _____, 2022 by and between the City of Morgantown, West Virginia (hereafter referred to as "City") and the Monongalia County Board of Education, West Virginia (hereafter referred to as "Board").

WITNESSETH:

WHEREAS, the Board has established a School Resources Officer Program (hereafter referred to as "SRO Program"); and

WHEREAS, the Board agrees that the City have one police Officer serve as a School Resources Officer in the Monongalia County School System; and

WHEREAS, the City and the Board understand that the program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which rise to delinquency; and

WHEREAS, the City and the Board realize, the SRO Program is a great benefit to school administration, students and the community as a whole.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1: DUTIES AND RESPONSIBILITIES OF CITY

- 1.01 The City will provide one (1) police officer as a School Resource Officer, to the Board for assignment at Morgantown High School.
- 1.02 The SRO will abide by County School Board Policies and Laws, as they relate to the SRO. The SRO will consult and coordinate instructional activities through the Principal. Educational activities conducted by the SRO, which are part of the regular instruction program of the school, will be at the direction of and supervised by the Principal or his/her designated representative. On-site supervision of the daily activities of the SRO will be performed by the Principal. Professional supervision, evaluation and discipline of the SRO will at all times be performed by the Chief of Police of the City, with input from the Principal as may be requested by the Chief.
- 1.03 The SRO will provide to students' instruction in various aspects of law enforcement, public safety, and education as directed and supervised by the Principal.
- 1.04 On-site supervision of the police officer assigned to the SRO Programs will be performed by the Principal. City, through the Chief of Police, will be responsible for the control, direction, and professional supervision of the police officer assigned to the SRO Programs. City's Chief of Police will be granted site access to perform supervisory requirements as necessary.

- 1.05 The City will ensure that the exercise of the law enforcement powers by the SRO is in compliance with the authority granted by the law.
- 1.06 The SRO will not function as a school disciplinarian or safety officer. It is not the responsibility of the SRO to intervene with the normal disciplinary procedures in the school. The SRO will perform the following duties:
- To perform law enforcement functions within the school setting.
 - To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
 - To foster a better understanding of the law enforcement function.
 - To develop a better appreciation of citizens' rights, obligations and responsibilities.
 - To provide information about crime prevention.
 - To provide assistance and support for crime victims identified within the school setting.
 - To promote positive relations between the students and the law enforcement officer.
 - To enhance knowledge of the fundamental concepts and structure of the law.
 - To be familiar with confidentiality requirements.
 - Any records generated by the Officer as part of his/her SRO Program duties shall be considered a school record subject to the Family Educational Rights and Privacy Act and related regulations (34 CFR 99.30 and 99.31).
- 1.07 The SRO will be on duty at the school during regular school hours when students are required to attend and when the required SRO Training Programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.
- 1.08 The SRO will not be required to attend extracurricular activities which are held beyond his/her regular workday or require the SRO to leave his/her jurisdiction, but the SRO will have the option to attend if they choose to do so.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE BOARD

- 2.01 The Principal at Morgantown High will be the on-site contact person for the SRO. The Superintendent of the Board will designate the School Resource Officer Coordinator to serve as the county liaison for the program.
- 2.02 A performance review will be performed at the end of the school year by the Principal and submitted in writing to the Police Chief.
- 2.03 The Board will furnish the City funds in the total sum of \$47,423.00 (2/3rd total cost) to offset the cost of salary and related benefits for the employee of the City, who will provide the contracted service and act as SRO to the schools pursuant to the terms expressed in this Agreement.

- 2.04** In the event that students are not physically in school due to a pandemic, for a period exceeding two weeks, the Board will not be required to furnish funds to the City for the SRO services during the term of that closure.

SECTION 3: TERMS OF AGREEMENT

- 3.01** This Agreement is made for a Ten month term beginning the 18th day of August, 2022 and ending the 18th day of June, 2023.
- 3.02** This Agreement will continue in effect until the expiration of the term described in paragraph 3.01 or until terminated by either of the parties in accordance with the terms listed in Section four (4) below.

SECTION 4: TERMINATION

- 4.01** Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.,

SECTION 5: SEVERABILITY

- 5.01** Should any part of this Agreement be declared invalid by a court of law or administrative body, such decision will not affect the remaining provisions of the Agreement and this Agreement shall be interpreted as if the invalid portion was never a part of this Agreement. If such determination of invalidity will materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6: ASSIGNMENT

- 6.01** No Party to the Agreement will, directly nor indirectly, assign or purport to assign this Agreement or any of the rights or obligations provided in the Agreement in whole or in part to any third party without the prior written consent of the other party.

SECTION 7: NO WAIVER

- 7.01** The failure of either party to exercise any of its rights herein contained will not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 8: COMPLETE AGREEMENT

- 8.01** This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understanding of the parties, whether written or oral, concerning the subject matter hereof.

Resolution 2022-____

RESOLUTION APPROVING AGREEMENT WITH THE MONONGLAIA COUNTY BOARD OF EDUCATION PROVIDING A PREVENTION RESOURCE OFFICER AT SUNCREST MIDDLE SCHOOL

The City of Morgantown hereby resolves that the City Manager is authorized to execute the attached “Agreement” providing for a Prevention Resource Officer at Suncrest Middle School on behalf of the City.

Adopted this _____ day of _____ 2022.

Mayor

City Clerk

AGREEMENT

This Agreement, made and entered into this ___ day of _____, 2022 by and between the City of Morgantown, West Virginia (hereafter referred to as "City") and the Monongalia County Board of Education, West Virginia (hereafter referred to as "Board").

WITNESSETH:

WHEREAS, the Board has established a Prevention Resources Officer Program (hereafter referred to as "PRO Program"); and

WHEREAS, the Board agrees that the City have one police Officer serve as a Prevention Resources Officer in the Monongalia County School System; and

WHEREAS, the City and the Board understand that the program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which rise to delinquency; and

WHEREAS, the City and the Board realize, the PRO Program is a great benefit to school administration, students and the community as a whole.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1: DUTIES AND RESPONSIBILITIES OF CITY

- 1.01 The City will provide one (1) police officer as a Prevention Resource Officer, to the Board for assignment at Suncrest Middle School.
- 1.02 The PRO will abide by County School Board Policies and Laws, as they relate to the PRO. The PRO will consult and coordinate instructional activities through the Principal. Educational activities conducted by the PRO, which are part of the regular instruction program of the school, will be at the direction of and supervised by the Principal or his/her designated representative. On-site supervision of the daily activities of the PRO will be performed by the Principal. Professional supervision, evaluation and discipline of the PRO will at all times be performed by the Chief of Police of the City, with input from the Principal as may be requested by the Chief.
- 1.03 The PRO will provide to students' instruction in various aspects of law enforcement, public safety, and education as directed and supervised by the Principal.
- 1.04 On-site supervision of the police officer assigned to the PRO Programs will be performed by the Principal. City, through the Chief of Police, will be responsible for the control, direction, and professional supervision of the police officer assigned to the PRO Programs. City's Chief of Police will be granted site access to perform supervisory requirements as necessary.

- 1.05 The City will ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by the law.
- 1.06 The PRO will not function as a school disciplinarian or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary procedures in the school. The PRO will perform the following duties:
- To perform law enforcement functions within the school setting.
 - To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
 - To foster a better understanding of the law enforcement function.
 - To develop a better appreciation of citizens' rights, obligations and responsibilities.
 - To provide information about crime prevention.
 - To provide assistance and support for crime victims identified within the school setting.
 - To promote positive relations between the students and the law enforcement officer.
 - To enhance knowledge of the fundamental concepts and structure of the law.
 - To be familiar with confidentiality requirements.
 - Any records generated by the Officer as part of his/her PRO Program duties shall be considered a school record subject to the Family Educational Rights and Privacy Act and related regulations (34 CFR 99.30 and 99.31).
- 1.07 The PRO will be on duty at the school during regular school hours when students are required to attend and when the required PRO Training Programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.
- 1.08 The PRO will not be required to attend extracurricular activities which are held beyond his/her regular workday or require the PRO to leave his/her jurisdiction, but the PRO will have the option to attend if they choose to do so.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE BOARD

- 2.01 The Principal at Mountaineer Middle will be the on-site contact person for the PRO. The Superintendent of the Board will designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.
- 2.02 A performance review will be performed at the end of the school year by the Principal and submitted in writing to the Police Chief.
- 2.03 A State Grant was received by the MPD to provide funding for Prevention Resource Officers in the school. The Board will furnish the City funds in the total sum of \$22,000.00 to offset the cost of salary and related benefits for the employee of the City, who will provide the contracted service and act as PRO to the schools pursuant to the terms expressed in this Agreement.

- 2.04 In the event that students are not physically in school due to a pandemic, for a period exceeding two weeks, the Board will not be required to furnish funds to the City for the SRO services during the term of that closure.

SECTION 3: TERMS OF AGREEMENT

- 3.01 This Agreement is made for a Ten month term beginning the 18th day of August, 2022 and ending the 18th day of June, 2023.
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SECTION 7: NO WAIVER

- 7.01 The failure of either party to exercise any of its rights herein contained will not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 8: COMPLETE AGREEMENT

- 8.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understanding of the parties, whether written or oral, concerning the subject matter hereof.

