

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

This Agreement is made and entered into this 19th day of December, 2023, by and between the RAPID CITY AREA SCHOOL DISTRICT 51-4, of 625 9th St, Rapid City, SD 57701 (hereinafter "School District") and the CITY OF RAPID CITY, a South Dakota municipal corporation, of 300 6th Street, Rapid City, SD 57701.

RECITALS

WHEREAS, the City of Rapid City operates the Rapid City Police Department;

WHEREAS, this Agreement will often refer to the Rapid City Police Department as "Law Enforcement" for ease of reference;

WHEREAS, Law Enforcement agrees to provide the School District a School Resource/Liaison Officer (hereinafter "SRO") Program in the School District; and

WHEREAS, the School District and Law Enforcement desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District.

WHEREAS, Law Enforcement will decide which schools are assigned to each agency.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, the Parties mutually agree as follows:

1. Cost of the SRO Program.

- A. The Parties hereto acknowledge that there is a financial agreement between the Parties. The School District will reimburse the Rapid City Police Department \$32,000 per officer per year for eight officers. The invoices for payment will be submitted monthly by the RCPD for a nine-month period starting in September and ending in May of each fiscal year.
- B. Continuing education in the areas of school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, and cultural competence are cornerstones of an effective SRO. The School District will reimburse Law Enforcement for up to a total of \$14,000 annually for training costs when SROs participate in school-related training and professional development. The training will be mutually agreed upon between the Parties to this Agreement. The costs shall include, but are not limited to: travel, per diem and tuition.

2. Employment of School Resource Officers.

- A. The SROs shall be employees of Law Enforcement and shall be subject to the administration, supervision and control of Law Enforcement.
- B. The SROs shall be subject to all personnel policies and practices of Law Enforcement except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. Law Enforcement, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- D. A joint committee composed of representatives of Law Enforcement and the School District shall make recommendations for the SRO positions to the Chief who shall assign such officers. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that the Chief assign a different officer as the SRO for that school.
- E. Law Enforcement will provide eight SRO's. SRO assignments per school:
 - 1. Central High School will have two assigned SROs.
 - 2. Rapid City High School will have one assigned SRO.
 - 3. North Middle School will have one assigned SRO.
 - 4. South Middle School will have one assigned SRO.
 - 5. West Middle School will have one assigned SRO.
 - 6. Southwest Middle School will have one assigned SRO.
 - 6. One SRO will serve as a "Rover" and be assigned as needed.
 - 7. Every elementary school will have a designated SRO who will be housed at a Middle School or High School as agreed upon among the Parties.
 - 8. Law Enforcement will provide a Supervisor to manage the SRO Program and personnel.
 - 9. Substitutions will be made in consultation with the school administrator(s) affected and will only be on a temporary basis.

3. Duty Hours.

- A. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day. Reasonable efforts will be made to accommodate requests for SROs to attend after-school activities, such as sporting events, dances, and prom.

- B. It is understood and agreed that time spent by SROs attending circuit or magistrate court, 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. This includes all training required by the State of South Dakota or Law Enforcement to maintain certification as a law enforcement officer in good standing.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in Law Enforcement and the principal of the school to which the SRO is assigned. If an SRO is absent from work for more than five consecutive days, Law Enforcement will assign another certified law enforcement officer, if available, to substitute for the SRO beginning the sixth consecutive day of absence. The substitute law enforcement officer may or may not be a SRO trained deputy.

4. Goals of the SRO Program.

This SRO Program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The Program is designed to fulfill four overall roles:

- : **The District**
- : **Law Enforcement**
- : **Fostering Positive School Climate/Crime Prevention/Mentor/Role Model**
- : **Education**

The District - Students are considered to be under the authority of the District when they are on school property, on school buses, at or near school bus stops, and/or while participating in or attending school-sponsored activities, conducted on our off-school property. The District is responsible for supervising or detaining students for enforcement of school disciplinary matters. It is the sole prerogative of the school officials to impose disciplinary sanctions for infractions of school rules and policies. The SRO should work collaboratively to report any violations of school policy to school administrators. When a school official has reasonable suspicion to believe a crime has been committed by a student while under the authority of the District, school officials shall notify an SRO or if an SRO is unavailable, an SRO supervisor.

Law Enforcement – SROs are responsible for the majority of law enforcement activities occurring at school, during school hours, but not general school discipline. The determination of whether an activity raises to the level of a law enforcement activity should be made in consultation with a school administrator. Considerations of a victim's right to due process under Marsy's law and applicable statutes should be the guiding factor at the forefront of this decision-making process. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal, or designee, rather than the SRO.

Fostering Positive School Climate/Crime Prevention/Mentor/Role Model – One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, and investigating crimes. Officers may also complete security surveys analyzing the physical security and safety of school property and facilities.

Education – SROs should participate in the school community by becoming a member of the educational team where appropriate and by representing law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the educational fabric of the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

5. Duties of School Resource Officers.

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the principal's office for assignments consistent with this Agreement. SROs should be notified by the building principal whenever a situation arises that is or likely to become criminal in nature, a present or potential danger to the staff, students, visitors or school property exists, or an issue that requires the assistance of additional personnel.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will refer the student to the principal's office for discipline to be meted out by school officials.
- C. To act as the designee of the campus administrator in maintaining a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property. As to school code violations, the SRO will defer to the principal's office for discipline to be meted out by school officials.
- D. To provide a classroom resource for law enforcement topics using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- G. To make appearances before parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
- I. It will be the responsibility of the SRO to report all crimes originating on campus. On occasion, an SRO may be assigned cases originating outside school which may involve students from their assigned schools.
- J. The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
- L. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- N. The SRO may be asked to provide community-wide crime prevention presentations that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile;
 - Online safety and citizenship; and
 - Assistance in other crime prevention programs as assigned.
- O. The SROs will wear approved business casual, department uniform, or formal business attire depending on the time of school year, the type of school activity or program, and the requests of the school and/or Law Enforcement. The Chief, or designee and the principal shall jointly set expectations and resolve any disputes in this area.

RAPID CITY POLICE DEPARTMENT

Chief Don Hedrick

CITY OF RAPID CITY

Mayor Jason Salamun

ATTEST:

Daniel Ainslie, Finance Officer

(SEAL)

P. The SROs will wear their department-authorized duty weapons in accordance with department policy.

Q. The SRO will investigate threats or potential threats to the safety of students, faculty and/or facilities and report their findings to school officials in the form of a STAR report. Due to the sensitive nature of a STAR report, The District recognizes STAR reports will not be stored in the student's individual file.

6. Chain of Command.

A. As employees of Law Enforcement, SROs will be subject to the chain of command of Law Enforcement.

B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

7. Access to Education Records.

A. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.

B. SROs and school officials are permitted to openly share information in accordance with the standing 7th Circuit Judicial Order allowing such sharing. The judicial order shall be periodically updated to reflect current information and to remain in compliance with the latest judicial guidance.

C. SROs should actively share information with school officials that would likely have a significant impact on the safety, well-being, or operation of the school or educational environment.

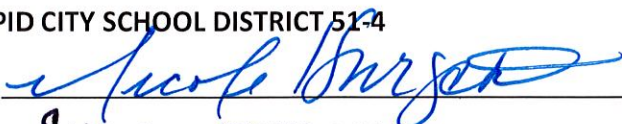
8. Term of Agreement.

The term of this Agreement shall be one year, commencing on the 1st day of July, 2024, and ending on the 30th day of June, 2025. This Agreement shall be automatically renewed for successive one-year periods unless either Party requests termination or modification of this Agreement. This request must be made in writing with a 60 day notice period.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

RAPID CITY SCHOOL DISTRICT 51-4

By: _____



Its: SUPERINTENDENT