

Vote: Larson, Massie, Menard, Metiva, Woodruff in favor; Holler absent

**CITY OF WASILLA
ORDINANCE SERIAL NO. 08-37**

AN ORDINANCE OF THE WASILLA CITY COUNCIL AMENDING THE FY-09 POLICE DEPARTMENT BUDGET BY ACCEPTING AND APPROPRIATING FUNDS FROM THE MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT IN THE AMOUNT OF \$68,722 FOR THE SCHOOL RESOURCE OFFICER PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF AGREEMENT FOR THE CONTINUATION OF THE PROGRAM FOR THREE YEARS.

Section 1. Classification. This is a non-code ordinance.

Section 2. Purpose. To appropriate funds from the Matanuska-Susitna Borough School District in the amount of \$68,722 for the School Resource Officer program and to authorize the mayor to execute a memorandum of agreement for the continuation of the program for a period of three years (FY09-FY11).

Section 3. Appropriation. The funds are appropriated to the following:

Personnel Services & Benefits	001-4233-420.10-10 through 001-4233-420.20-60
Communications	001-4233-420.50-30
Travel	001-4233-420.50-81
Staff Development	001-4233-420.50-82
General Supplies	001-4233-420.60-10
Gasoline	001-4233-420.60-25

\$68,722

Section 4. Source of Funds.

Mat-Su School District SRO	001-4200-337.10-04	\$68,722
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Section 5. Effective date. This ordinance shall take effect upon adoption of the Wasilla City Council.

ADOPTED by the Wasilla City Council on August 11, 2008.

ATTEST:

KRISTIE SMITHERS, MMC
City Clerk

DIANNE M. KELLER, Mayor

[SEAL]



**CITY OF WASILLA
LEGISLATION STAFF REPORT**

RE: ORDINANCE 08-37 BUDGET AMENDMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM

Agenda of: July 28, 2008
Originator: Chief Angella Long

Date: July 15, 2008

Route to:	Department	Signature/Date
X	Chief of Police	<i>[Signature]</i> 7/14/08
X	Chief Financial Officer	<i>[Signature]</i> 7/16/08
X	Deputy Administrator	<i>[Signature]</i>
X	City Clerk	<i>[Signature]</i>

REVIEWED BY MAYOR DIANNE M. KELLER: *Dianne M. Keller* 7/18/08

FISCAL IMPACT: yes \$68,722 or no Funds Available yes no

Account name/no:	Mat-Su School District SRO	001-4200-337.10-04	\$68,722
	Personnel Services & Benefits	001-4233-420.10-10 through	
		001-4233-420.20-60	
	Communications	001-4233-420.50-30	
	Travel	001-4233-420.50-81	
	Staff Development	001-4233-420.50-82	
	General Supplies	001-4233-420.60-10	
	Gasoline	001-4233-420.60-25	
			\$68,722

SUMMARY STATEMENT: Acceptance and appropriation of funds received from the Matanuska-Susitna Borough School District up to the amount of \$68,722 to cover personnel services, benefits, communications, travel, staff development, general supplies, and gasoline for the School Resource Officer Program. Actual costs are reimbursed at 75% by the School District.

Authorize the Mayor to execute a Memorandum of Agreement with the Matanuska-Susitna Borough School District for the continuation of the School Resource Officer program for a period of three years (FY09-FY11).

This has been a very successful program for both the School District and the City.

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Memorandum of Agreement
Between
The Matanuska Susitna Borough School District
And
The City of Wasilla Police Department

Purpose:

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

Intent:

The MSBSD and WPD 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 Wasilla 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.

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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 Wasilla High School, Wasilla Middle School, Iditarod Elementary School and Burchell High School. Nothing in this agreement is intended to restrict or prohibit the SRO from responding to an emergency, investigation 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 WPD.

The WPD agrees to:

1. Employ and assign one Alaska State Certified Police Officer to the program. The officer shall have at a minimum of 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 WPD 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 (Wasilla High, Wasilla Middle, Burchell and Iditarod Elementary Schools) at least 75% of their scheduled days of work.

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The actual hours of work each day and days at work will be coordinated between the WPD and Wasilla 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 WPD.

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. Wasilla High School will provide an office space, computer with internet access, desk, chair, telephone and office supplies as needed for the SRO.
3. Wasilla High School will assign Dan Michael as the single point of contact with its administration between the school and WPD.
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 WPD with the selection of the SRO and provide input to the performance evaluation of the SRO.

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Payments

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

Year 1 – August 1, 2008; October 1, 2008; January 1, 2009 and March 1, 2009

Year 2 – August 1, 2009; October 1, 2009; January 1, 2010 and March 1, 2010

Year 3 – August 1, 2010; October 1, 2010; January 1, 2011 and March 1, 2011

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 that occur on school grounds, facilities or programs, or that become known to the MSBSD regarding students of Wasilla HS or surrounding 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.

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 WPD policy and procedure 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 and immediate safety threat to themselves or others and only with a school official accompanying the student.

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- 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 direction 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.
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 WPD 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 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.

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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 legal 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.

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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. WPD shall notify the principal whether any disciplinary action was taken as a result of the complaint, and the nature of the action.
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 WPD 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's 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 WPD who shall maintain and control them in accordance with WPD policies.

2. Records, other than investigative records created by the WPD, that pertain to the SRO's work and tasks, that are not of an investigative or confidential nature, shall be shared by WPD and the MSBSD.

Project Team

1. MSBSD and WPD 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. Wasilla Police Chief
 - c. District Risk Management
 - d. Dept. 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 the WPD 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 WPD 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:

George Troxel, Superintendent
501 N. Gulkana St.
Palmer, AK 99654

For WPD:

Angella Long, Chief
Wasilla Police Department
1800 E. Parks Highway
Wasilla, AK 99654

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 WPD agrees to at its expense, have and maintain the following insurance coverage for the SRO:

1. State required Worker Compensation
2. Professional and general liability
3. Vehicle damage and liability
4. Employee benefits as provided other Wasilla Police Officers

MSBSD/WPD MOA

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Agreed to this day:

For the Matanuska Susitna Borough School District

George Troxel, Superintendent

For the City of Wasilla

Dianne M. Keller, Mayor

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Attachment A

Cost Sharing Agreement

School Resource Officer Budget

	Total	District	City
Year 1	\$91,629	\$68,722	\$22,907
Year 2	\$95,926	\$71,945	\$23,981
Year 3	\$100,438	\$75,329	\$25,109
Totals	\$287,993	\$215,996	\$71,997

Share costs will include the following:

Wages & Benefits

- Gasoline Estimated at \$2,400/FY
- Supplies – Directly related to SRO program Estimated at \$800/FY
- Communications – PDA/Cell phone Estimated at \$1,180/FY
- Training – Travel & Registration fees for NASRO conference Estimated at \$2,700/FY

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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 City of Wasilla Police Department (WPD) is hereby agreed to this day _____, 200__.

Whereas the MSBSD and WPD 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 _____ 200__.

For the MSBSD: _____

For the WPD: _____