

By: Finance Department
Adopted: September 14, 2015
Vote: Buswell, Graham, O'Barr, Wall, in favor
Sullivan-Leonard and Wilson absent

**City of Wasilla
Resolution Serial No. 15-27**

A resolution of the Wasilla City Council accepting a Memorandum of Agreement from the Matanuska-Susitna School District to fund the FY2016 School Resource Officer program in the amount of \$122,516.

WHEREAS, the Matanuska-Susitna School District supports placing a School Resource Officer within the schools located within the City of Wasilla ; and

WHEREAS, Matanuska-Susitna School District will furnish funds in the amount of \$122,516 (75%) ; and

WHEREAS, the City has signed an agreement with the School District to provide a School Resource Officer and will furnish funds in the amount of \$40,839 (25%) ; and

NOW, THEREFORE, BE IT RESOLVED, that the Wasilla City Council accepts the Memorandum of Agreement with the Matanuska-Susitna School District to fund the FY2016 School Resource Officer program.

ADOPTED by the Wasilla City Council on September 14, 2015.


BERT L. COTTLE, Mayor

ATTEST:


KRISTIE SMITHERS, MMC, City Clerk

[SEAL]

WASILLA

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CITY COUNCIL LEGISLATION STAFF REPORT

Resolution Serial No. 15-27: A resolution of The Wasilla City Council accepting a Memorandum of Agreement from the Matanuska-Susitna School District to fund the FY2016 School Resource Officer program in the amount of \$122,516.

Originator: Finance Department

Date: 8/31/2015

Agenda of: 9/14/2015

Route to:	Department Head	Signature	Date
X	Chief of Police		9/2/15
	Public Works Director		
	Recreation & Cultural Services Director		
X	Finance Director		9-2-15
X	Deputy Administrator		9-2-15
X	City Clerk		9.2.15

Reviewed by Mayor Bert L. Cottle:



09:03:2015

Fiscal Impact: yes or no

Funds Available: yes or no

Account name/number:

Mat-Su School Officer 001-4200-337.10-04 \$122,516

Attachments: Resolution Serial No. 15-27 (1 page)
 Memorandum of Agreement (10 pages)

Summary Statement: This resolution accepts a FY2016 Memorandum of Agreement from the Matanuska-Susitna School District in the amount of \$122,516 to help fund the School Resource Officer program.

The Council adopted \$147,088 in projected revenues to be received from the Matanuska-Susitna Borough School District for FY2016. The reduction to \$122,516 is the direct result of a change in officers to the SRO program. If Resolution Serial No. 15-26 is approved, finance will adjust the revenue budget to equal \$122,516. Expenditures have been approved through the normal budgeting process and adopted through Ordinance Serial No. 15-15(AM). Any monies not used as a result of the reduction in anticipated cost will lapse at fiscal year-end.

Recommended Action: Adopt Resolution Serial No. 15-27.

**Memorandum of Agreement
Between
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 for the foundation and guiding principles 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.
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 of 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 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. 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 Carroll (ED) Ripley 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.

Payments:

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

August 1, 2015; October 1, 2015; January 1, 2016 and March 1, 2016

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 – Class A misdemeanors or felonies that occur on school grounds, facilities or programs, or that become known to the MSBSD regarding students of Wasilla High School 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.
6. If at all possible, disciplinary actions for minor criminal acts will be handled by school.

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 policies and procedures 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 an immediate safety threat to themselves or others and only with a school official accompanying the student.
 - 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 an 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.

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.

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.

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 employees 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 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 and procedures.
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. Department 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:

Superintendent Dr. Deena Paramo
501 N. Gulkana Street, Palmer, AK 99645

For the WPD:

Chief Gene Belden, 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's Compensation.
- 2. Professional and General Liability.
- 3. Vehicle Damage and Liability.
- 4. Employee benefits as provided to other Wasilla Police Officers.

Agreed to this day:

For the Matanuska-Susitna Borough School District:



 Dr. Deena Paramo, Superintendent

8-11-15

 Date

For the City of Wasilla:



 Ben Cottle, Mayor

August 11th 2015

 Date

City of Wasilla
Budget Detail
For Fiscal Year 2016

Fund: General Fund (001)
Department: Public Safety (42)
Division: Mat-Su SRO (33)

Account	Description	FY2014 Actual	Unaudited FY2015 Actual	FY2016 Adopted Budget	FY2016 Adopted Budget with Ofc. Bonadurer	FY2017 Projected Budget with Ofc. Bonadurer	FY2018 Projected Budget with Ofc. Bonadurer
10 10	Regular	\$ 86,218	\$ 83,255	\$ 91,158	\$ 67,838	\$ 71,230	\$ 74,792
10 30	Overtime	12,328	11,750	7,944	9,042	9,042	9,042
	Personnel Services	98,546	95,005	99,102	76,880	80,272	83,834
20 10	Group Insurance	35,679	34,779	42,045	42,038	44,392	46,612
20 20	FICA	1,391	1,344	1,437	1,115	1,164	1,201
20 30	PERS	34,009	20,732	21,802	16,914	17,660	18,223
20 40	SBS	6,041	5,824	6,075	4,713	4,921	5,078
20 50	Unemployment	423	387	387	387	406	426
20 60	Workers' Compensation	3,853	3,860	5,338	4,141	4,230	4,442
	Personnel Svcs-Benefit	81,396	66,926	77,084	69,308	72,773	75,982
40 30	Repair & Maintenance	250	124	350	350	350	350
	Purchased-Property	250	124	350	350	350	350
50 20	Insurance	1,734	2,990	3,417	3,417	3,500	3,600
50 30	Communications	609	468	800	800	850	900
50 81	Travel	2,683	-	2,400	2,400	2,600	2,700
50 82	Staff Development	500	-	1,000	1,000	1,100	1,200
	Other Purchased Services	5,526	3,458	7,617	7,617	8,050	8,400
60 10	General Supplies	-	-	100	100	100	100
60 15	Small Tools & Equipment	-	-	50	50	50	50
60 16	Uniforms & Clothing	-	-	450	450	450	450
60 25	Gasoline	3,224	2,693	2,600	2,600	3,000	3,400
	Supplies	3,224	2,693	3,200	3,200	3,600	4,000
99 12	Vehicle Fund	5,000	5,000	5,000	5,000	5,000	5,000
99 17	Technology Replacement	1,000	1,000	1,000	1,000	1,000	1,000
	Interfund Transfers	6,000	6,000	6,000	6,000	6,000	6,000
Division Total:		\$ 194,942	\$ 174,206	\$ 193,353	\$ 163,355	\$ 171,045	\$ 178,566

Summary of expenditures:

Personnel	\$ 179,942	\$ 161,931	\$ 176,186	\$ 146,188	\$ 153,045	\$ 159,816
Operations	9,000	6,275	11,167	11,167	12,000	12,750
Interfund Transfers	6,000	6,000	6,000	6,000	6,000	6,000
Division Summary Total:	\$ 194,942	\$ 174,206	\$ 193,353	\$ 163,355	\$ 171,045	\$ 178,566

Summary of resources:

Intergovernmental	\$ 128,260	\$ 137,462	\$ 147,088	\$ 122,516	\$ 128,284	\$ 133,925
General fund	66,682	36,744	46,265	40,839	42,761	44,642
Division Summary Total:	\$ 194,942	\$ 174,206	\$ 193,353	\$ 163,355	\$ 171,045	\$ 178,566

add to report