

CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

June 14, 2022

SUBJECT:

Council discussion and consideration to approve Amendment No.1 of the School Resource Officer (SRO) Agreement to increase the SRO hours to 40 hours per week during 2022/2023 school year.

PREPARED BY:

Damiean Sylvester, Police Chief

Recommendation

Approve Amendment No.1 to the agreement between the City of Wheatland and Wheatland Union High School District (WUHSD) for one full-time School Resource Officer (SRO) during 2022/2023 school year and direct the City Manager to execute the agreement.

Background

In the spring of 2021, the Police Department was approached by the WUHSD Superintendent about the ability of the department to provide a part-time School Resource Officer on campus at Wheatland Union High School two days a week. WUHSD secured a two-year grant allowing them to fund one, part-time School Resource Officer, twice a week for 8 hours each day.

On August 10, 2021, Council approved the agreement between WUHSD and the City of Wheatland to provide one part-time School Resource Officer for 2021/2022 and 2022/2023 school years.

The School Resource Officer program has been a success. The School Resource Officer has had a positive impact on the students and staff at WUHS, including working with WUHS staff to get truant students back into the classroom. The School Resource Officer has helped to build a positive school culture and works closely with WUHS administration to help make a positive impact on the school community while focusing on school safety. The main duties of our SRO are to talk with students and staff and offer guidance and assistance; provide classroom presentations, support On-Campus Intervention (OCI) through discussions and lessons, staff development and informational sessions for parents; and help to link students, parents and staff with resources and services; lastly, as a law enforcement professional when all other options are exhausted, or the case warrants an arrest, one will be made. Most of our SRO – student

contacts are positive in nature and serve to provide mentoring, guidance, and connections to needed services.

Under the current agreement, WUHSD pays the costs (maximum 16 hours per week for 37 weeks), and City agrees to assign one Police Officer, including necessary equipment, to serve as the School Resource Officer (SRO) at Wheatland Union High School. WUHSD reimburses the City up to \$35,230 fiscal year 2021 and \$36,882 fiscal year 2022.

WUHSD wishes to expand the SRO program to full-time, five days a week (40 hours/38 weeks) during school days and agrees to reimburse the City up to \$75,000 for fiscal year 2022.

A Reserve Police Officer will fill the patrol shift so staffing levels remain the same.

The term of this Amendment shall be for one year, beginning July 1, 2022, through and including June 30, 2023. However, either WUHSD or City may terminate this Agreement upon giving thirty (30) days written notice to the other party.

<u>Alternatives</u>

The City Council may choose not to approve the agreement, therefore the current agreement of 16 hours per week would remain in effect.

Fiscal Impact

WUHSD is paying for the service, therefore there is no financial impact to the General Fund

Attachments

- 1. Amendment No. 1 for 2022/2023 school year
- 2. Current School Resource Officer Agreement 2021-2023

AMENDMENT No. 1

SCHOOL RESOURCE OFFICER PROGRAM CITY OF WHEATLAND AND WHEATLAND UNION HIGH SCHOOL DISTRICT

WHEREAS, on August 10, 2021, Wheatland Union High School District and City of Wheatland entered into an agreement to establish a School Resource Officer (SRO) program (attached); and

WHEREAS, Wheatland Union High School District wishes to expand the School Resource Officer (SRO) program to 40 hours per week during the 2022/2023 school year; and

WHEREAS, City of Wheatland is willing to provide the additional services.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

- 1. Paragraph 3 is amended to state that during the 2022/2023 school year, the intent of the Wheatland Police Department is to have the SRO on campus 5 days per week when school is in session.
- 2. Paragraph 5(b) is amended to state that for the 2022/2023 school year, City will invoice district on June 15, 2023 for an amount not to exceed \$75,000 for the actual cost of services rendered during the school year.

Except as specifically modified by the terms of this amendment, the provision of the MOU are unchanged and remain in full force and effect.

CITY OF WHEATLAND	WHEATLAND UNION HIGH SCHOOL DISTRICT
Jim Goodwin, City Manager	Nicole Newman, Superintendent
Date	Date

AGREEMENT

SCHOOL RESOURCE OFFICER PROGRAM CITY OF WHEATLAND AND WHEATLAND UNION HIGH SCHOOL DISTRICT

Agreement is made by and between the City of Wheatland, hereinafter called "City," and the Wheatland Union High School District, hereinafter called "District";

WHEREAS the establishment of a School Resource Officer (SRO) program has merit in terms of student education, community relations, and school security; and

WHEREAS The SRO program enhances the safe and positive learning environment within the District, promotes a positive working relationship with school staff members to prevent juvenile delinquency, and promotes positive attitudes regarding the police role and informs students of their rights and responsibilities as lawful members of the community, and

WHEREAS both City and District see it in the best interests of the Wheatland community to establish an SRO Program.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

- 1. The Wheatland Police Department (Police Department) will assign an officer to serve as an SRO to the Wheatland Union High School District for 2 days a week (16 hours per week) during the 2021-22 and 2022-23 school years. District acknowledges and understands 16 hours per week is a goal and actual hours may vary depending on priority staffing needs within Police Department.
- 2. Police Department will provide all necessary equipment required by the SRO to perform the duties required.
- 3. The SRO, under supervision of the Police Department, will perform law enforcement duties on the campus during the school year. The intent of the Police Department is to have the SRO on campus 2 days a week when school is in session. The SRO will comply with and adhere to the SRO Job Description attached hereto. The SRO shall:
 - a. Present a positive image of the law enforcement profession.
 - b. Provide students a better understanding of the nature and function of law enforcement, making classroom presentations, as requested.
 - c. Participate in student counseling sessions and parent conferences, when appropriate.
 - d. Provide technical assistance to school administrators.
 - e. Serve as a liaison between the Police Department and the School District.
 - f. Investigate most crimes that occur on school campuses.

- g. Deter criminal activity and disruptive behavior during school hours, including during school sponsored activities.
- 4. Police Department shall select the SRO and assign them to the schools. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not performing his or her duties and responsibilities effectively, the principal shall contact the SRO supervisor. Within a reasonable amount of time after receiving the information from the principal, the SRO supervisor shall advise the Chief of Police of the principal's concern. If the Chief of Police desires, the principal and the Chief of Police or their designees, shall meet with the SRO to mediate or resolve any problems or concerns. The Chief of Police, in his sole discretion, may reassign a SRO in accordance with the policies of the Police Department.
- 5. District agrees to pay the City annually as follows:
 - a. For the 2021-22 school year, City will invoice District on June 15, 2022 for an amount not to exceed \$35,230. The invoice will be for the actual cost of services rendered during the school year. District will pay City no later than June 30, 2022.
 - b. For the 2022-23 school year, City will invoice District on June 15, 2023 for an amount not to exceed \$36,882. The invoice will be for the actual cost of services rendered during the school year. District will pay City no later than June 30, 2022.
 - c. Should this agreement be terminated prior to June 30, 2023, District will pay City within 30 days for any balance that may be owed.
- 6. District will assign one school administrator at the high school to coordinate the activities of the SRO at each campus. This administrator will provide input to the Police Department supervisor responsible for evaluating the performance of the SRO.
- 7. The term of this Agreement shall be for two years, beginning July 1, 2021 through and including June 30, 2023. However, either the District or City may terminate this Agreement upon giving thirty (30) days written notice to the other party.

CITY OF WHEATLAND	WHEATLAND UNION HIGH SCHOOL DISTRICT
Jim Goodwin, City Manager	Nicole Newman, Superintendent
Date	Date