

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM
ELEMENTARY SCHOOLS, MIDDLE SCHOOLS & HIGH SCHOOLS**

**CITY OF BILLINGS POLICE DEPARTMENT
BILLINGS PUBLIC SCHOOLS**

This Memorandum of Understanding (MOU) is made this _____ day of _____, 2019, by and between the Billings Public Schools and the City of Billings Police Department. We do hereby agree that it is mutually beneficial to all parties for Billings Police Officers to be assigned as School Resource Officers ("SROs") to elementary schools, middle schools and high schools within the City of Billings. **The Billings Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth.**

The parties recognize that the School Resource Officer Program has enjoyed a Twenty-four (24) year history within the City of Billings beginning with a limited pilot project at Billings West High School implemented by the West End Community Oriented Policing team, and has enjoyed an excellent relationship with the schools. The purpose of this document is to facilitate a clear understanding of each party's roles, duties, and responsibilities. This MOU is intended to provide clarification of expectations, to minimize confusion, and to provide for consistency between officers, school administration, and city officials. The parties recognize that this MOU must be a living document to allow for program evolution and provide for variances, needs, and future changes.

MISSION STATEMENT - BILLINGS POLICE DEPARTMENT

The Billings Police Department is committed to improving the quality of life through a customer service, problem solving partnership with the community.

MISSION STATEMENT – BILLINGS PUBLIC SCHOOLS

Billings Public Schools Community strives to inspire, educate and empower students to be responsible and innovative global citizens who achieve their full potential.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

PROGRAM OBJECTIVES

1. Friendly contact between the Police Department and the City's youth. Provide students, faculty and staff, and families the opportunity to meet and interact with a police officer in a non-confrontational setting. Many people, especially our young people, do not often get the chance to learn about who the officers are "behind the badge". This program provides the opportunity for the officer to serve as a role model as well as a resource and a mentor to students.
2. Assistance and information-sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding personal rights and responsibilities, the role of laws, courts, and police in society, and other law-enforcement related topics. However, SROs shall not give legal advice to students, families, or school employees.
4. Protection from and education of children regarding alcohol and drugs, gangs, molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment. Increase in safety and security of the school's students, faculty, staff, and visitors.
7. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively when there is poor student conduct.

SUMMARY OF SRO RESPONSIBILITIES

SROs are employees of the City of Billings Police Department and are subject to the administration, supervision, and control of the City. SROs are police officers assigned as Uniform Patrol Officers of the Operations Division of the Billings Police Department and are subject to the chain of command of the police department. SROs are not employees or agents of the School District, and no employee or agent of the School District shall be deemed an employee or agent of the City. SROs are police officers and not school teachers, school administrators, school counselors, school officials, or other school employee.

The SROs' primary responsibility is to maintain law and order in the schools and to insure that the students and faculty have a safe, secure, and drug free educational environment. As such, the SROs investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, recover stolen property, bring perpetrators to justice, and support school administration in enforcing the conduct policies of the Billings Public Schools. As law enforcement officers, SROs must comply

with the federal and state constitutions, laws, and City policies and procedures. The School District cannot be held liable or responsible for the SRO's failure to comply with these obligations.

The SRO will be responsible for carrying out his/her duties at the assigned schools.

- ◆ SRO are “non-exempt” employees covered by the federal Fair Labor Standards Act and the Montana Wage and Hour laws. Wages, benefits, and other terms and conditions of employment comply with those laws, the City employment contract, and the current collective bargaining agreements between the Montana Public Employees Association-Billings Police Unit and the City.
- ◆ SRO are governed by the rules, policies, shifts, schedules, procedures and practices of the Billings Police Department and the City of Billings, under the supervision of an assigned Sergeant.
- ◆ SRO are encouraged to be a part of student groups and school staff when requested, and to work as a team with school administration for the betterment of students and the school and neighborhood environment as a whole.
- ◆ SROs are encouraged to work extra curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. The SRO will not be used as a replacement security officer for off-duty/special duty assignments. If security is needed at special events, the School District is encouraged to employ its own security personnel or contract with a private security provider. All work outside of school hours shall be approved by the assigned Police Department Supervisor in advance and will be consistent with the federal and state wage and hour laws and the collective bargaining agreement. The cost of any overtime will be the responsibility of the City of Billings. The School District shall provide documentation to the City of Billings regarding any additional hours, if requested.
- ◆ SROs are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student unless the information cannot be released pursuant to the Montana Criminal Justice Information Act. The City and School District agree to cooperate with each other during their respective investigations.
- ◆ SROs are expected to attend all training, meetings, and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The SROs shall strive to keep the school principal or designee informed about such absences as appropriate on a need to know basis.

- ◆ If the SRO is absent from work, the SRO shall notify the City of Billings in accordance with its usual protocols and the Principal of the school to which the SRO is assigned. If during the SRO absence an incident arises that requires police involvement, the School District shall notify the Police Department who shall provide an officer to respond to the incident.
- ◆ It is the intent of the parties that the SRO duty hours shall conform to the school day. Duty assignment in the summer months, when school is not in session, will be under the direction of the Police Operations Commander. SROs may also be required to work regular police duty assignments at other times when school is not in session, when so directed by the Police Operations Commander.
- ◆ The SROs shall coordinate closely with the school Principals on all matters and seek guidance, permission, and advice as to any actions or activities that are not law enforcement. The Principal has the primary responsibility for education and maintaining discipline at the school, and the SRO is there to assist the Principal as the Principal determines is necessary. In so doing, the SRO shall be the designee of the Principal in maintaining the safety of the physical plant of the school, which includes but is not limited to the building(s), ground(s), parking lot(s), locker(s) and other public school property. The Principal and SRO will develop a system of record-keeping by which the SRO logs and shares information that is relevant to school administration's management of the school.
- ◆ SROs will not be involved in ordinary school discipline, UNLESS it will prevent a disruption and/or situation that places someone at risk of imminent and serious harm. Disciplining students is a School District responsibility, and only when the Principal (or designee) and the SRO agree that SRO assistance is needed to maintain a safe and proper school environment will the Principal request such assistance and the SRO provide it. The SRO program is not intended to be a substitute for or relieve the school administrators of their responsibility for maintenance of discipline and good order in the schools.
- ◆ The School District shall provide training regarding school policies and procedures.

TRANSPORTING STUDENTS

SROs shall not transport students in Police Department vehicles except:

- i. When the student is a victim of a crime, under arrest, or some other emergency circumstances exist; or
- ii. When a student is suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent/guardian/caretaker has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly

and his or her continued presence on campus is a threat to the safety and welfare of other students or school personnel. The student's parent/guardian/caretaker will be notified of this transportation prior to it occurring; or

iii. At the request of a parent/guardian/caregiver with approval of the principal, under exigent circumstances.

Prior to transporting any student, school administration and/or the SRO must determine that the student's parent/guardian/caregiver is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

SROs shall notify school administration prior to removing a student from campus.

ACCESS TO EDUCATION RECORDS

A. School administration shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law and constitution. School administration and the SRO may share information and provide assistance to each other concerning problems and issues affecting the schools to the extent allowed by law and constitution.

B. If confidential information in a student's record is needed in an emergency to protect the health and safety of the student or other individuals, school administration may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need for the information to meet the emergency, and the extent to which time is of the essence. The SRO shall not disclose that information to anyone else except as allowed by law.

C. If the SRO requests confidential student records or information, but no emergency exists, the information may only be released to the SRO as allowed by law, constitution, and policy. Directory information, as defined by FERPA and policy, is not confidential and is available to the SROs.

INDEMNIFICATION

The School District shall provide, at its own expense, adequate liability insurance coverage. The School District shall defend, indemnify, and hold harmless the City and the SROs from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the School District, its trustees, employees, agents, or representatives.

The City of Billings shall provide, at its own expense, adequate liability insurance coverage. The City shall defend, indemnify, and hold harmless the School District, its trustees, agents, employees, representatives, and volunteers from any and all claims for loss or damage to property or injury or death to persons, arising from the negligent or

wrongful acts or omissions of the City, its Council Members, Mayor, employees (including the SROs), agents, or representatives.

SELECTION AND FINANCIAL CONSIDERATION

SROs will be selected by means of a joint selection committee, comprised of three (3) representatives from the School District who will be appointed by the Superintendent of Schools and three (3) representatives from the Billings Police Department who will be appointed by the Billings Chief of Police. The Selection Committee will make recommendations to the Chief of Police. While the Chief of Police will duly consider the Committee's recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police. See attached Addendum which sets forth the number of officers and the sum paid by the School District to the City of Billings for the services provided by the officers. Payment shall be made no later than three days before the start of school.

The schools will provide a private office, office furnishings, telephone, a computer, and any other necessary office supplies to the SRO for his/her use in the school. The Police Department will provide to its SROs any required police equipment, including but not limited to radios and motorized and non-motorized vehicles.

PROGRAM ASSESSMENT

SROs, School Administration for the respective middle and/or high schools, and the assigned Police Supervisor will meet at the beginning of each school year to set the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly that will be used to determine the effectiveness of the SRO program. The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly by the Billings Police Department and Billings Public Schools. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

The following topics, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional police-citizen contacts (warnings, citations, arrests, FIRs, etc.).
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

In addition, each officer's effectiveness in the program will be evaluated at the end of each school term. School District administration, through the Superintendent or designee, will provide input into the evaluation, including information regarding and supporting any dissatisfaction. This input may include a recommendation to the Chief of Police that the officer not be assigned to that school the following year. The Chief of Police will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer and where is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2019, and shall remain in effect through June 30, 2020, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by the School District, then the full balance of the amount paid will be retained by the City of Billings. If the agreement is terminated by the City of Billings, then the pro-rated balance of the amount paid will be refunded to the School District. The pro-rated balance will be based on the total number of school days for the 2019-2020 school year and the number of school days remaining after the date of termination of the agreement. All or part of the services may be terminated, with appropriate pro-ration. For example, if the City only terminates one SRO position in the middle schools, one-third of the amount paid for those services will be pro-rated and returned. Both parties will cooperate to complete any investigations and to participate in any court or disciplinary proceedings which extend beyond the termination of this agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents, waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid and return receipt requested in the registered or certified mails of the United States, addressed to the City of Billings at:

Chief of Police, Billings Police Department, City of Billings,
P. O. Box 1554, Billings, MT 59103

or to Billings Public Schools at:

Superintendent, Billings Public Schools,

Lincoln Center, 415 North 30th Street
Billings, MT 59101

Notice is deemed given upon receipt.

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

This Memorandum of Understanding expresses the entire agreement of the parties. No modification of this Agreement shall be valid or binding unless the modification is in writing, dated, and signed by both parties.

Executed this ____ day of _____, 2019.

BILLINGS PUBLIC SCHOOLS

Attest:

Clerk of the District

By: _____
Greg Upham, Superintendent

CITY OF BILLINGS

Attest:

City Clerk

By: _____
William A. Cole, Mayor

Approved as to form and content:

City Attorney

Attorney for Billings Public Schools