



Item: School Resource Officer Services Agreement with the Great Falls Public School District

From: Chief Bowen

Initiated By: Chief Bowen

Presented By: Chief Bowen

Action Requested: Approve the Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the School Resource Officer Services Agreement with the Great Falls Public School District for the 2016/2017 school year and authorize the City Manager to sign the Agreement.”

2. Mayor calls for a second, discussion, public comment, and calls the vote.
-

Staff Recommendation: Staff recommends that the City Commission accept the terms of the agreement and authorize the City Manager to sign the agreement.

Background: The Great Falls Public School District and the Police Department have had a partnership for over nineteen years where the Police Department has provided the School District police services on a contract basis. This year is a continuation of the ongoing partnership where the Police Department has agreed to provide four confirmed police officers and equipment necessary to provide school resource officer services. The School District has agreed to pay the city quarterly for the cost of these services as detailed in the agreement. SRO's fulfill an important role at the schools and the current staffing of four officers is required to meet the workload.

Fiscal Impact: The school district will be billed quarterly in the amount of Sixty-Eight Thousand, Nine hundred and Ninety-One Dollars and No Cents (\$68,991.00) for a total amount of Two Hundred Seventy-Five Thousand, Nine Hundred Sixty-Four Dollars and No Cents (\$275,964.00). Quarterly payments will be due by September 30, 2016; December 31, 2016; March 31, 2017 and on or before June 30, 2017.

Alternatives: The City Commission could vote to deny the contract.

Attachments/Exhibits: Agreement

2016-2017
SCHOOL RESOURCE OFFICER
AGREEMENT
Between the City of Great Falls and the Great Falls Public School District

This AGREEMENT is made and entered into by and between the City of Great Falls, a municipal corporation of the State of Montana, 2 Park Drive South, Great Falls, Montana 59401, (hereinafter "City") and the Great Falls Public School District Number 1 and A, (hereinafter "District"), 1100 4th Street South, Great Falls, Montana 59405.

SECTION 1. PURPOSE

The AGREEMENT formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build positive relationships between law enforcement and the youth in our community, with the goal of reducing crime committed by juveniles and young adults. This AGREEMENT delineates the mission, terms, goals and procedures of the School Resource Officer (hereinafter "SRO") Program as a joint cooperative effort between the District and the City, through the Great Falls Police Department (hereinafter the "Police Department"). The success of this program relies upon the effective communication between all involved parties.

SECTION 2. TERM, AMOUNTS and LIABILITIES

The term of this AGREEMENT shall begin August 29, 2016 and end on June 6, 2017. The parties may renew this AGREEMENT only by written agreement or addendum hereto, which must be executed by both parties.

The City does hereby agree to provide the District with four confirmed Police Officers and equipment necessary to provide SRO services. The District shall pay the City quarterly installments of \$68,991.00, for a total amount of \$275,964.00 as follows: Quarterly payments will be due on or before September 30, 2016; December 31st, 2016; March 31, 2017 and June 30, 2017. The aforesaid charges are based on a full one hundred eighty-seven (187) day school session and the same shall be adjusted on a pro rata basis to reflect any additional school days.

In the event that an SRO is absent from work for five consecutive instructional days, then beginning with the sixth consecutive day of absence and continuing through the absence, the Police Department may assign another officer to substitute for the SRO. If a substitute officer is not available to the Great Falls Public School District starting on the sixth consecutive instructional day, the Great Falls Public School District payment will be pro-rated for the period of time that an officer was not available.

The parties agree that their respective employees, students and/or agents are not to be considered employees of the other party for any purpose. The parties agree to comply with all federal, state and local laws, rules and regulations, including safety rules, codes and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. The parties, as to their own employees, shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA,

and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA, and shall maintain workers' compensation coverage for all employees, except for those members who are exempted as independent contractors under the provisions of 39-71-401, MCA.

To the fullest extent permitted by law and subject to the applicable limitations set forth in Mont. Code Ann. §2-9-108, the parties shall mutually indemnify, defend and hold harmless the other against, and from, any and all liability, costs, damages, claims or causes of action which may arise out of that party's officers, employees, agents, and students' performance under this agreement.

SECTION 3. MISSION and GOALS

The mission of the SRO Program is the reduction and prevention of school-related violence and crimes committed by juveniles and young adults and to build relationships between law enforcement and the youth community. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning a Law Enforcement Officer as an SRO, who is employed by the Police Department to the District facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators/staff and parents. Goals of the SRO Program include, but are not limited to:

1. Reducing incidents of school violence and crime;
2. Maintaining a safe and secure environment on school grounds;
3. Reducing criminal offenses committed by juveniles and young adults;
4. Establishing a rapport between the SRO and the student population; and
5. Establishing a rapport between the SRO and parents, faculty, staff and administrators.

Moreover, the SRO's will establish a trusting channel of communication with students, parents and school staff. The SRO's will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for others, and a sincere concern for the school community. The SRO's will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law. The SRO's can serve as confidential sources of informal counseling for students and parents concerning problems they face, as well as providing information on community resources available to them.

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). Under this framework, each SRO is first and foremost a law enforcement officer for the Police Department. Additionally, the SRO's are extensions of the school administration and will be recognized as school officials. The SRO's shall be responsible for carrying out all duties and responsibilities of law enforcement officers and shall remain at all times under the control, through the chain of command, of the Police Department. All acts of commission or omission shall conform to the guidelines of the Police Department

directives. Although the SRO's may assist with the enforcement of the District's code of conduct, discipline related to such matters is the responsibility of District teachers and administrators.

Although the SRO's have been placed in a formal educational environment, they are not relieved of the official duties as enforcement officers. The SRO's shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Montana state law and department policy.

The SRO's, the Police Department, and/or appropriate prosecuting agencies will have the final decision on whether criminal charges shall be filed. The Police Department reserves the right to temporarily remove the SRO's in the event that it determines, in its sole discretion, that additional officers are needed during a critical incident or natural disaster.

SECTION 4. DUTIES AND RESPONSIBILITIES

A. The responsibilities of the SRO's include but are not be limited to:

1. Act as employees of the Police Department and be subject to the administration, supervision and control of the Police Department;
2. Abide with all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this AGREEMENT;
3. Enforce criminal law and protect the students, staff, and public at large against criminal activity. School authorities and the parents of any student criminally charged shall be notified as quickly as possible by the SRO's;
4. Complete reports and investigate crimes and conduct follow-up investigations as assigned by the SRO supervisors;
5. Abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the District. The SRO's will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight;
6. Be highly visible throughout the campus, yet be unpredictable in their movements. For officer safety reasons, the SRO's shall not establish any set routine, which allows predictability in their movements and their locations;
7. Confer with the school administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities;

8. Provide information concerning questions about law enforcement topics to students and staff;
9. Attend law enforcement agency in-service trainings as required. Reasonable attempts will be made to schedule such trainings to minimize SRO absence from school on an instructional day;
10. Attend meetings of parent and faculty groups to improve their understanding of the SRO Program and to promote awareness of law enforcement functions;
11. Be familiar with community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make recommendations to the families when appropriate;
12. Act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property;
13. Be involved in school discipline but only when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO's will assist in resolving the problem to preserve the school climate. Regarding school code violations that disrupt the school learning environment, the SRO's will take the student to a school administrator's office for discipline to be meted out by school officials;
14. Share information with the school administrator(s) about persons and conditions that pertain to all District campus safety concerns;
15. Wear business casual attire with appropriate logos and/or badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department;
16. Wear Police Department authorized duty weapons in accordance with Police Department policy;
17. Not transport students in Police Department vehicles except when in the SRO's judgment, the students are victims of a crime, under arrest, or some other unique circumstances exist;
18. As soon as reasonably possible, in the event an SRO is absent from work, notify his or her supervisor in the Police Department and the principal of the school(s) to which the SRO is assigned; and
19. At the School Administrator's request, take appropriate law enforcement action against unwanted guests or trespassers who may appear at the school and school related functions, to the extent that the SRO's may do so under the authority of the law.

B. The responsibilities of the Police Department SRO supervisors include but are not limited to:

1. Coordinate work assignments of the SRO's;
2. Ensure SRO's compliance with Police Department directives;
3. Coordinate scheduling and work hours of the SRO's (Vacation requests, sick leave, etc.). It is the intent of the parties that the SRO's duty hours shall conform to the school day;
4. Work with the schools to make any needed adjustments to the SRO program throughout the school year;
5. Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the schools designated contact person during the evaluation process;
6. In their sole discretion, as agents of the Police Department, hire, discharge, and discipline SRO's; and
7. Serve as liaisons between the Police Department and District Administrators in order to resolve matters of mutual concern.

C. The responsibilities of the District Administrators and staff include but are not limited to:

1. Provide the SRO's with private, appropriately furnished office space at the assigned primary school that can be secured. This may include but is not limited to desks with drawers, chairs, filing cabinets for files and records which can be properly locked and secured, telephones and computers;
2. Seek input from the SRO's regarding criminal justice problems relating to students and site security issues;
3. Notify the SRO's as soon as reasonably possible when school personnel discover weapons, drugs, alcohol, or other illegal contraband on school property. Even if the possession of the contraband is not prohibited by federal, state or local laws or regulations, if the possession of the contraband is a violation of District policy or the student handbook, the contraband may be confiscated and turned over to the SRO's to be properly secured and/or disposed of;
4. Timely notify the SRO's with the names of specific individuals who are not allowed on school property, and shall notify the SRO's of any anticipated parental problems resulting from disciplinary action taken against a student;

5. Work cooperatively with the Police Department to make any needed adjustments to the SRO Program throughout the year;
6. Allow SRO's to view records maintained by the school (PowerSchool, Mileposts) as deemed necessary in the course of their official duties. The SRO's will maintain the same level of confidentiality with regards to school records as they would with any police records, which is dictated by Police Department policy and applicable law; and
7. Consider as hours worked under this AGREEMENT, time spent by SRO's attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO.

SECTION 5. NON-DISCRIMINATION

The parties agree that in the performance of this AGREEMENT, they will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

SECTION 6. DEFAULT AND TERMINATION

If either party fails to comply with any condition of this AGREEMENT at the time or in the manner provided for, the other party, at its option, may terminate this AGREEMENT and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this AGREEMENT.

SECTION 7. APPLICABILITY

This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

SECTION 8. BINDING EFFECT

This AGREEMENT and all of the covenants hereof shall inure to the benefit and be binding upon the City and the District respectively and their successors, assigns and legal representatives. Neither the City nor the District shall have the right to assign or transfer their interest or obligations hereunder without written consent of the other party.


SECTION 9. AMENDMENTS

Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by the persons duly authorized on the 8th day of Aug., 2016.

EXECUTED BY:

GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By 
Print Name Thomas G. Mose
Print Title Assistant Superintendent 712

GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By 
Print Name Brian Patrick
Print Title Director of Business Operations

CITY OF GREAT FALLS, MONTANA

Greg Doyon
City Manager
City of Great Falls

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED AS TO FORM*:

By _____
Sara R. Sexe, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.