

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM**

**YELLOWSTONE COUNTY SHERIFF'S OFFICE
And
SHEPHERD SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is made this 21 day of Aug., 2024, by and between the Shepherd School ("School District") and the Yellowstone County Sheriff's Office ("Sheriff's Office") (collectively "the Parties"). The Parties do hereby agree that it is mutually beneficial to all parties for Sheriff's Deputies to be assigned as School Resource Officers ("SROs") to the Shepherd School for the 2024-2025 school year.

**MISSION STATEMENT – YELLOWSTONE COUNTY SHERIFF'S
OFFICE**

The mission of the Yellowstone County Sheriff's Office is to Maintain and improve the quality of life within the community by working with all people to preserve life, maintain human rights, protect property, and promote individual responsibility and community commitment.

MISSION STATEMENT – SHEPHERD HIGH SCHOOL

We will provide all appropriate interventions empowering each student to become a life-long learner.

**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 Sheriff's Office and the County's youth. Provide students, faculty and staff, and families the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting. Many people, especially our young people, do not often get the chance to learn about who the law enforcement 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 within the confines of state and federal laws 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 and education of children, when known, regarding alcohol and drugs, gangs, molestation, involvement with older law violators, and other harmful influences.
5. 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.
6. 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 Yellowstone County Sheriff's Office and are subject to the administration, supervision, and control of the Sheriff. 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 County or Sheriff's Office. SROs are Deputy Sheriffs and not schoolteachers, 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 ensure, where possible, 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 school. As law enforcement officers, SROs must comply with the federal and state constitutions, laws, and County 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.

- ◆ SROs 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 County employment policies, and the current collective bargaining agreements between the Montana Federation of Public Employees and the County.
- ◆ SROs are governed by the rules, policies, shifts, schedules, procedures, and practices of the Yellowstone County Sheriff’s Office, under the supervision of the Patrol Division Commander or Shift Supervisor.
- ◆ SROs 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 extracurricular 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 additional security is needed at special events, and additional Sheriff’s Office personnel are not available, 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 SRO’s supervisor in advance and will be consistent with the federal and state wage and hour laws and the collective bargaining agreement. In order to keep overtime hours to a minimum, SRO schedules will be flexible and may be adjusted to as closely as possible, maintain a 40-hour work week. The cost of any overtime will be the responsibility of the Sheriff’s Office. The School District shall provide documentation to the Sheriff’s Office 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 County 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 Sheriff’s Office. 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 Sheriff's Office 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 law enforcement involvement, the School District shall notify the Sheriff's Dispatcher, who shall provide a Deputy(s) 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 Sheriff or his designee.
- ◆ 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 county 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. Normal procedures for advising dispatch of a transport will be followed when transporting students. 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 Montana law. 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 Montana law.

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 County 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 County shall provide, at its own expense, adequate liability insurance coverage. The County 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 County, employees (including the SROs), agents, or representatives.

SELECTION AND FINANCIAL CONSIDERATION

Shepherd School District agrees to reimburse Yellowstone County the amount of \$36,779.00 for one SRO during the 2024-2025 school year. This amount represents 50% of the total cost of \$73,558.00 shared with Huntley Project School District, as stipulated on p.7 of this agreement.

The school will provide an office space for SROs. The Sheriff's Office 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 an assigned Supervisor will meet at the beginning of the term set forth in this Agreement 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 Yellowstone County Sheriff's and the school district. Quarterly and, where applicable, 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 officer-citizen contacts (warnings, citations, arrests, FIRs, etc.).
- ◆ Non-traditional officer-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to law enforcement 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 SRO'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 Sheriff that the officer should not be assigned to that school the following year. The Sheriff 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 Sheriff.

EFFECTIVE DATE

This Memorandum of Understanding is effective upon approval and shall remain in effect through June 30, 2025, 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 County. If the agreement is terminated by the County, 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 term of this Agreement and the number of school days remaining after the date of termination of the agreement. 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:

Sheriff Mike Linder
Yellowstone County Sheriff's Office
2323 2nd Avenue North
Billings, Montana 59101

Notice is deemed given upon receipt.

PARTNERSHIP WITH HUNTLEY PROJECT SCHOOLS

The Parties understand and agree that, throughout the term of this Agreement, the SRO(s) utilized by the School District shall be part of a joint partnership with Huntley Project School District. All costs, duties, and responsibilities shall be split between the two school districts based upon an agreed-upon amount and schedule.

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 21 day of August, 2024

Shepherd School District

Attest:



School Board Chair



Superintendent

Yellowstone County Commissioners

Attest:

Clerk and Recorder
Jeff Martin

Board Chair
John Ostlund

Mark Morse

Donald W. Jones

Approved as to form and content:

County Attorney

Sheriff Mike Linder



Attorney for Shepherd Schools