

## MEMORANDUM OF UNDERSTANDING

Agreement is made the 4th day of September, 2019, by and between the Bellows Free Academy Union High School/MRUSD and the City of St. Albans as follows.

WITNESSETH:

WHEREAS the City of St. Albans agrees to provide for the Bellows Free Academy Union High School District (BFA) and the Northwest Technical Center (NWTC) (collectively SCHOOL) one (1) full-time Certified Law Enforcement Officer within the School Resource Officer (SRO) Program for the school year 2019-2020; and

WHEREAS the School and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO in the School;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

### Goals and Objectives

It is understood and agreed that the School and City officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the school;

To foster educational programs and preventative related activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;

To encourage the SRO to attend and/or participate in extra-curricular activities held at schools, when possible, such as parent meetings, athletic events and concerts;

To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as truancy, disorderly conduct by trespassers, miscellaneous juvenile problems in and around the schools, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, bomb threats and riots;

To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;

To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.

### Mission Statement

To promote and foster:

A positive understanding of each student's responsibility to respect the rights of others;

A safe environment for adults and children, both at school and at school community events;

An understanding and interest, by students, of the role of a law enforcement officer.

## **Terms of Agreement**

The term of this Agreement commences on the first day of school or the SRO appointment, whichever is later, and ends 184 teacher days later, unless extended by mutual City and School agreement. The Agreement is for one year with a two-year renewal option at no increase. This agreement may be terminated with six (6) months' notice in writing by either party contingent upon mutual agreement.

- A. **Receipt and Disbursement of Funds.** The School district will pay the City of St. Albans **\$82,000.00** for the School Resource Program for ten months beginning in September, 2019 and ending in June, 2020. This contract includes overtime for dances, games, and other school events.
  - 1. A portion of the annual contract fee includes costs associated with providing a marked police vehicle to the SRO and the vehicle's visual presence (deterrent) at the SRO's assigned school.
- B. **Programmatic Reporting.** Programmatic Reporting will be done in the following way. The reporting of the program will be made on a semester basis, via a formative report prepared by the SRO, the School, Superintendent and principals at a School Administrative Team meeting, and with the Chief and his/her designee. This report will contain updates on data related to the Goals and Objectives for the program and gathered with the help of the principals and appropriate faculty and staff at the School, and other related information deemed important by the SRO or asked for the School/Police Department. These semester reports will be compiled by the SRO into a summative report and used at the end of the year to report to the School Board and the City of St. Albans.
- C. **General Management Issues and Responsibilities.** The City of St. Albans, through its financial department, will process all wages, benefits, and all associated costs for the SRO. On a monthly basis, the City of St. Albans will issue an invoice to the School District for the School's share of the costs, not to exceed the annual amount of **\$82,000.00**. This invoice will be sent to the Maple Run Unified School District, to the attention of the Business Office, and will be processed in accordance with accounts payable procedures.
- D. **Information Sharing.** Information will be shared between School, City and the public by the SRO, in accordance with confidentiality guidelines and policies currently in existence and used by the school and police department. The SRO will act as the liaison and conduit of related information between the School/police organizations. All federal rules and regulations as outlined in the Family Educational Rights and Privacy Act (FERPA) must be followed.

## **Program Issues**

Supervision responsibility and chain of command for SRO and the clear delineation of decision-making authority regarding enforcement of applicable laws and procedures by the SRO are outlined in the duty description of the SRO. During the school year, his/her primary responsibilities will be his/her SRO duties and functions. This assurance is also echoed below in the "**Interruption in Service**" section.

## **Partner Involvement in Community Policing Activities**

The St. Albans City Police and the School should participate in such activities relating to youth programs, anti-drug programs, anti-violence programs, and working to prevent problematic and crime-related activities. The SRO would be able to interface with these activities/programs, including some of the following: the life-skill class taught by the district's substance abuse counselor, the health classes taught to all of the 10<sup>th</sup> graders, the public issues classes given to all seniors, a law class attended by juniors and seniors. Lastly, the SRO would work in partnership with the St. Albans City Police Department (again, please refer to SRO duty list) in order to participate in the community policing activities sponsored by that department.

## **Employment and Assignment of School Resource Officers**

The City agrees to employ one (1) SRO during the term of this agreement. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.

The City agrees to provide and to pay the SRO salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City, including but not necessarily limited to sick leave, annual leave, retirement compensation, disability salary compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the City except as such policies or practices may have to be modified to comply with the terms and conditions of the Agreement.

The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. The City shall hold the Schools free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegation of unfair or unlawful employment practices brought by the SRO.

In the event an SRO is absent from work, the SRO shall notify both his supervisor in the City and the principal of the school to which the SRO is assigned.

**Duty Hours**

The City will set the duty hours of the SRO. Specific SRO duty hours at a particular school shall be set by mutual agreement between the School, at the direction of the City of St. Albans Chief of Police (Chief) or the principal of the school to which the officer is assigned and the City, by the officer in charge.

The SRO will usually work the day shift (7:15 a.m. – 3:15 p.m.) and may be required to provide afternoon and/or evening security at school events and/or to pursue criminal investigation of school-related crimes.

It is understood and agreed that time spent by the SRO attending juvenile court and/or investigating criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under the Agreement. It is understood that during an emergency the SRO may be ordered by the City to leave his/her school duty station during normal duty hours as described above.

**Basic Qualifications of School Resource Officers**

To be an SRO, an officer must first meet all of the following basic qualifications:

- Shall be a commissioned officer;
- Shall possess a sufficient knowledge of the applicable Federal and State laws and City ordinances, and School Board policies and regulations;
- Shall be capable of conducting criminal investigations;
- Shall possess even temperament and set a good example for students; and
- Shall possess communication skills that would enable the officer to function effectively within the school environment.

**Duties and Functions of School Resource Officers**

To protect lives and property for the citizens and school students attending the Bellows Free Academy High School.

To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Education Policies and Administrative Regulations regarding student conduct.

To investigate activity committed on or adjacent to school property

To counsel school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student.

To answer questions that students may have about Vermont Criminal or Juvenile laws.

To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.

To provide security for special school events or functions such as PTA meetings, at the request of the principal.

### **Chain of Command**

As an employee of the City, the SRO shall follow the chain of command as set forth in the St. Albans City Police Department Rules and Regulations.

In the performance of their duties, SRO shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned and the Chief, or his/her designee.

### **Training/Briefing**

It is understood by all parties that an SRO is first and foremost a Level III (full-time) certified Police Officer in the State of Vermont and that;

Level III Officers in the State of Vermont must, at a minimum, attend thirty (30) hours of In-service Police training annually. Further, the SRO must qualify with his/her firearm, recertify for CPR, Emergency Medical Care, mental health awareness, domestic abuse, attend revised and updated training, fulfill legislative mandates associated with the training and awareness, and depending on the SRO's specific areas of police expertise and department assignments (i.e. canine, DRE, etc.) the SRO is required to maintain those additional certifications. The School may also provide training in Board of Education Policies, regulations and procedures.

Training and briefing sessions will be held at the discretion of the Chief or his/her designee.

As a full-time employee with the City of St. Albans the SRO is provided with sick time, vacation time, bereavement leave, holidays, etc. and from time to time will exercise use of them.

The St. Albans Police Department will make a good faith effort to backfill the SRO if and when he/she is unavailable, or absent from their normally assigned SRO duties and responsibilities. However, it is understood that there may not be an available Officer to backfill the SRO's presence at the school and it shall not be considered a breach of this Agreement if, or when no backfill occurs.

### **Dress Code**

The SRO will be required to wear the uniform issued by the City, unless otherwise approved in advance by the Chief.

### **Transporting Students**

It is agreed that the SRO shall not transport students in City vehicles except:

- When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
- If the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

If the circumstances require that the SRO transport a student, and the SRO requests, then the school officials must provide a school official or employee of the same gender as the student to be transported to accompany the officer in the vehicle.

If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may follow in a police vehicle rather than accompany the school official in transporting the student.

Student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SRO shall not transport a student in their personal vehicle. SRO shall notify the school principal before removing a student from campus.

**Investigation, Interrogation, Search and Arrest Procedures**

The SRO will follow the standard operating procedures (SOP) for the investigation of crimes and interrogation, search and arrest of students. The SOP's are on file at the St. Albans City Police Station in an area available for review.


**Insurance and Indemnification**

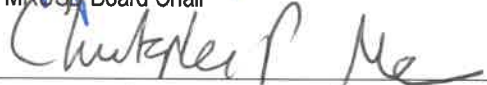
The City shall name the School as an additional insured within the City's general comprehensive liability insurance policy. Coverage will be in the amount of not less than one million dollars (\$1,000,000) for any acts or omissions by the SRO that occur or claims that are made against the SRO during the term of this Agreement.


**Evaluation**

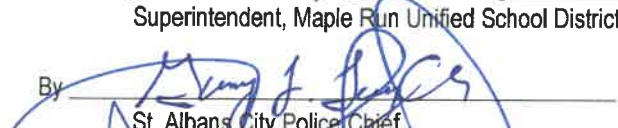
It is mutually agreed that the School shall evaluate annually the SRO Program and the performance of each SRO on forms developed jointly by the parties. It is further understood that the School's evaluation of the SRO is advisory only and that the City retains the final authority to evaluate the performance of the SRO.

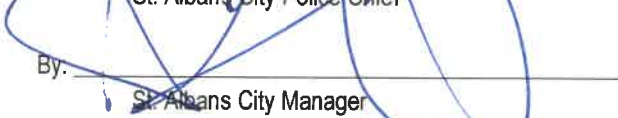
The parties hereto have caused this Memorandum of Understanding to be executed the day and year first written above.

SCHOOL: By:   
MRUSD Board Chair

By:   
Principal, Bellows Free Academy

By:   
Superintendent, Maple Run Unified School District

CITY: By:   
St. Albans City Police Chief

By:   
St. Albans City Manager

The Memorandum of Understanding must be signed by both the highest ranking law enforcement executive and the school official(s) who will have general educational oversight and decision-making authority for the Program.

