



City of Grand Island

Tuesday, July 14, 2020

Council Session

Item G-2

#2020-154 - Approving Memorandum of Understanding with the Grand Island Public Schools for School Resource Officers (SRO's)

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: July 14, 2020

Subject: Memorandum of Understanding School Resource Officer (SRO)

Presenter(s): Robert Falldorf, Police Chief

Background

The police department has assigned School Resource Officers (SRO's) in the Grand Island Public Schools (GIPS) for many years through an Interlocal agreement, now referred to as a Memorandum of Understanding (MOU). The most recent agreement and subsequent extension has been in place for 19 years and is set to expire. Currently, there are five officers assigned to Grand Island Public Schools.

Discussion

The proposed MOU is for a four-year period, with an option to extend for up to an additional four years with governing body approval. The MOU shall be effective as of the date of execution by both parties. There is an option for either party to cancel the SRO program with written notice by July 1st each year. In addition, the City may, at its sole discretion, reduce the number of assigned officers.

The financial terms remain the same, a 50-50 split of wages and benefits. This MOU spells out that associated overtime costs, investigative, training, and other department assigned duties are paid 100% by the City. However, requests for an SRO at evening or weekend events that result in overtime are 100% paid by GIPS.

In addition to SRO duties, these officers are assigned patrol duties in the summer, and one SRO each day is assigned to the Child Abuse Unit, year round.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve

2. Terminate the MOU
3. Postpone the issue to future date

Recommendation

City Administration recommends that the Council approve the proposed four-year MOU with the Grand Island Public Schools.

Sample Motion

Move to approve the four year cooperative MOU with Hall County School District No. 2, Grand Island Public Schools.

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF GRAND ISLAND AND GRAND ISLAND PUBLIC SCHOOLS
FOR SCHOOL RESOURCE OFFICERS

This Memorandum of Understanding ("MOU") as required by *Neb.Rev.Stat. §§ 79-2702 through 79-2704*, is by and between the City of Grand Island, Nebraska, a Municipal Corporation ("City"), and Hall County School District 2, a/k/a Grand Island Public Schools, a Political Subdivision ("School District") (collectively referred to as "the Parties").

WHEREAS, the School District wants to continue its relationship with the City's Police Department under which the Police Department provides School Resource Officers ("SROs") for the School District's SRO Program;

WHEREAS, the purpose of this MOU is to formalize the terms between the City and the School District which will govern the SRO Program;

WHEREAS, the School District and the City share the goal of promoting school safety and a positive school climate;

WHEREAS, all parties acknowledge that crime prevention is most effective when the School District, the City, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

WHEREAS, the School District and the City agree it is important to create a school environment in which conflicts are de-escalated and students are provided developmentally appropriate and fair consequences for misbehavior that address the root causes of their misbehavior, while minimizing the loss of instruction time;

WHEREAS, the School District staff should generally not involve the SROs in enforcement of the School District's discipline policies;

WHEREAS, the School District and the City recognize that student contact with SROs and the School District staff builds positive relationships leading to better student outcomes; and

WHEREAS, the School District and the City agree that student discipline practices and referrals to the juvenile justice system need to be closely monitored to ensure fair and equitable treatment for all School District students.

NOW THEREFORE, the Parties hereby agree as follows:

1. Definitions.
 - a. In the MOU, the term "home based building administrator" shall mean the building principal, assistant principal or designee in the school where the SRO is assigned;
 - b. Department means the State Department of Education (*Neb.Rev.Stat. § 79-2702(1)*);
 - c. School resource officer (SRO) means any peace officer who is assigned, as his or her primary duty, to any school district to provide law enforcement and security services to any public elementary or secondary school and does not mean a peace officer

responding to a call for service, providing proactive enforcement, providing law enforcement or traffic direction for a school-related event, or providing temporary services as a school resource officer when the assigned school resource officer is not available (*Neb.Rev.Stat. § 79-2702(4)*);

- d. Security agency means a contractor that employs security guards used by a school district (*Neb.Rev.Stat. § 79-2702(5)*); and
 - e. Security guard means a person who is contracted or employed by a security agency to protect buildings and people and who does not have law enforcement authority or the power to arrest under any apparent authority in the jurisdiction where such person is contracted or employed as a security guard. A security guard may be an off-duty peace officer (*Neb.Rev.Stat. § 79-2702(6)*).
2. Provision of SROs. The City's Police Department will provide to the School District up to five (5) School Resource Officers (SROs) and the School District will reimburse the City for fifty percent (50%) of the direct and indirect personnel costs, including benefits, associated with the SROs.
3. Roles and Responsibilities regarding Student Discipline. The roles and responsibilities regarding Student Discipline are as follows:
- a. Disciplining students is the responsibility and authority of the School District, school administrators and parents. Security is the responsibility of SROs. The School District and the SROs shall use best efforts to follow the principles in this MOU regarding the division between school discipline and security.
 - b. SROs can provide assistance when: (i) authorized by law under *Neb.Rev.Stat. §§ 79-262 and 79-293* or other law; (ii) there is a threat to the safety of students, teachers, or public safety personnel; (iii) to assist with victims of crime, missing persons, and persons in mental health crisis; (iv) in an attempt to prevent criminal activity from occurring; or (v) it is required as part of emergency management response.
 - c. SROs should not act as a school disciplinarian. The School District staff should not involve SROs in disputes that are related to issues of school discipline; however, SROs should serve as a complement to school staff, provide education or act in the role of a mentor, counselor, or trusted adult as herein provided.
 - d. SROs should not interview students or collect evidence for solely School District disciplinary purposes.
 - e. SROs shall inform the School district of its policies that address when a parent or guardian will be notified or be present, if a student is subjected to questioning or interrogation by an SRO or other employee of the City. SROs shall inform the School District of its policy that addresses under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by SROs.
 - f. The School District's policy that addresses when a parent or guardian will be notified or be present if a student is subjected to questioning or interrogation by a school official or in conjunction with a school official and an SRO, and when students shall be advised of their constitutional rights prior to being questioned or interrogated may be found at GIPS Policy 8460, Student Interviews.
 - g. SROs and the School District will both comply with the School Districts' rules and standards concerning the type or category of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement, and the type of student conduct or actions that will be referred to law enforcement for prosecution as required by *Neb. Rev. Stat. § 79-262*. The School District's policies for student conduct are generally found in the GIPS policies 8000 series

- Student Policies, and in particular- in GIPS Policy 8453 – Student Suspension, Expulsion, and Mandatory Reassignment; in GIPS Policy 8440 – Use of Tobacco, Alcohol, and Other Controlled Substances By Students; and, in GIPS Policy 8312 – Excessive Absenteeism. These are available on the School District website.
 - h. SROs and the School District will keep records on each response to an incident occurring at school or on school grounds.
 - i. SROs and the School District shall maintain a high level of confidentiality of all matter regarding GIPS staff and student information. (Policy 8750 STUDENT DIRECTORY INFORMATION AND FERPA)
4. Mutual Obligations. The selection of SRO's for the SRO Program will be made through a collaborative process, involving the Police Department and the School District to evaluate the candidate's law enforcement ability and to give school administrators a voice to determine each candidate's ability to operate in the school environment. The Police Department will seriously consider input from the School District when assigning an officer to a building, and will make a good faith effort to address concerns raised. It is recommended the SRO supervisor meet twice a semester with each home based building administrator where an SRO is assigned. The School District may request the removal or reassignment of any SRO for any reasonable cause the School District provides in writing to the Police Department. The Police Department will seriously consider the input of the School District when determining the removal or reassignment of an SRO. The final decision on the assignment, reassignment or removal of an SRO shall be made by the Police Department, which is also responsible for evaluating the performance of the SROs. The home based building administrator in collaboration with the SRO's active supervisor will complete a Grand Island Police Department evaluation form two times a year to evaluate the performance of the SRO(s).
5. City's Responsibilities. The responsibilities of the City shall include:
- a. Providing up to five (5) police officers to be designated as SROs. The Chief of Police or designee will meet with the School District Superintendent, or designee, as needed concerning activities of the SRO Program. Both parties shall maintain confidentiality to the extent required by law with respect to individual persons and/or investigations.
 - b. Scheduling the working hours of the SROs, taking into account the school year calendar of the school where each SRO is assigned. The hours of the SRO's availability will be during normal school hours while the school of assignment is in session and when students and/or staff are in the school building. Adjustments outside these regular hours shall be by mutual agreement between the home based building administrator and the Police Department. These adjustments shall be minimal due to the need for SRO's to be on campus during school hours. The Police Department is not obligated to provide substitute SROs when a regularly scheduled SRO is not available.
 - c. Paying the SROs' salaries, payroll taxes, payroll based expenses, insurance and benefits. All overtime costs that result from investigations, training, or police department directed assignments will be the responsibility of the City.
 - d. Furnishing any equipment or training required by the SROs.
 - e. Training the SROs and the SROs' Supervisor through the National Association of School Resource Officers or other suitable organization as agreed upon between the City and the School District and as required by the Nebraska State Statutes.
 - f. Ensure records are kept on each student referral for prosecution from an SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate the

reason for such referral and federally identified demographic characteristics of such student.

6. Training. Mandated by *Neb.Rev.Stat. § 79-2704* as follows:

- a. Within six months of City personnel being assigned as an SRO to the School District the SROs shall have completed a minimum of twenty hours of training focused on school-based law enforcement, including but not limited to, coursework focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice practices, and preventing violence in school settings. Assignments as an SRO that do not meet the definition of "Security Guard" found at *Neb.Rev.Stat. § 79-2702* are not subject to the requirements of the SRO of this MOU, but the use of temporary Security Guards should not be used to circumvent the training requirements set forth in this MOU.
- b. Within six months of an SRO being assigned to a school building, a minimum of one administrator in each elementary and secondary school building will have completed a minimum of twenty hours of training, excluding previous college coursework. This coursework will be focused on school-based law enforcement, including, but not limited to course work focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice, and preventing violence in school settings.

7. Program Review.

- a. Complaints by students or parent/guardians regarding SROs shall be accepted by the Building Principal and Associate Superintendent of the School District. A written complaint form shall be completed following GIPS Policy 8420 and 8420.1, Student Due Process Rights. The complaint will be reviewed by the Building Principal, Associate Superintendent, and the SRO's acting supervisor.
- b. The School District, in collaboration with the City shall conduct an annual review of the program and shall: (i) make modifications as necessary to accomplish stated program goals; and (ii) create a report of the review to be provided to both parties, and to the extent permitted by law, made available online. The parties will establish an evaluation process, to include community stakeholders, as part of the regular review of program goals and relevant data, including the specific measures, data points, and metrics included in the report. The first of the annual report will be for the first full school year following the formation of this MOU.

c.

8. School District's responsibilities. The responsibilities of the School District shall include:

- a. Reimbursing the City for fifty percent (50%) of its direct and indirect personnel costs, including benefits for the police officers assigned as SROs. The reimbursement costs are for the City's fiscal year of October 1st through September 30th.
- b. Reimbursing the City for all overtime costs associated with the School District's request for off-duty assignments on weekends and/or evenings for school activities. These special assignments may be covered by an SRO as part of his or her regular duty through a schedule change agreed on by both the School District and the Police Department which is within the guidelines of the City's labor agreement with the Fraternal Order of Police Union (FOP). In accordance with the FOP contract, the home based building administrator will provide an SRO twenty one (21) days notice if an SRO

is requested to utilize flex-hours to conduct off-duty assignments on weekends and/or evenings for school activities within the SROs pay period.

- c. Provide premises at each school facility to which an SRO is assigned which is suitable for the performance of the SRO's duties.
 - d. Provide to the Police Department and the SROs policies of the District and the student handbook.
9. Chain of Command. As employees of the Police Department, SROs shall follow the chain of command as set forth in the policies and procedures of the Police Department. In the performance of their duties, SRO's shall coordinate and communicate with the home based building administrator of the school to which they are assigned. SROs are not employees or agents of the School District.
10. Revision to number of SROs. The Police Department may at its sole discretion reduce the number of SROs after giving prior notification to the School District. The School District may request assignment of additional SROs subject to approval of the Grand Island City Council. Any adjustments to the number of SROs will be pursuant to the financial terms expressed herein.
11. Duration. This MOU shall be effective as of the date of execution by both Parties (the "Effective Date") and shall terminate four years after the Effective Date. Either Party may terminate this MOU by notifying the other in writing of its intention to terminate by July 1 of each year. After notification, the MOU shall terminate on October 1st. Upon the Parties mutual agreement in writing, this MOU may be extended for an additional term of four (4) years.
12. Acquisition, ownership and disposal of personal property. All personal property and fixtures acquired and used in the SRO Program shall be owned by the entity which pays for said personal property or fixtures. In the event the SRO Program is terminated the parties shall take possession of their respective personal property and fixtures or said property may be left in place at various City and School District facilities, whichever is mutually agreeable to the parties.
13. Separate entity. The parties agree that no separate entity is created by this MOU.
14. Choice of Laws. This MOU shall be construed in accordance with the laws of the State of Nebraska, including, but not limited to, the Interlocal Cooperation Act, *Neb.Rev.Stat.* §13-801 et seq., statutes dealing with school resource officers *Neb.Rev.Stat.* § 79-2701 through § 79-2704, and the Ordinances of the City with venue for this MOU in the Courts of Hall County, Nebraska.
15. Entire MOU. This MOU shall constitute the entire MOU between the City and School District relating to the SRO Program and may be amended only in writing duly approved, adopted, and executed by the respective parties.
16. Notices. All notices required under the terms and conditions of this MOU shall be sent to the other party by first class United States mail, postage prepaid and addressed as follows:

City of Grand Island
Attn: Mayor
City Hall
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968

Grand Island Public Schools
Attn: Superintendent
Kneale Administration Building
123 S. Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904


17. Fund availability. The City and the School District acknowledge that funding for this MOU is contingent upon funds being appropriated annually by the Grand Island City Council and funds being appropriated by the School District's Board of Education. This MOU is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party.
18. No Third Party Beneficiaries. Nothing in this MOU shall give or allow any claim or cause of action by any third person or entity.
19. Indemnification. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, its employees, contractors or agents.
20. Amendment. This MOU may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this MOU shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
21. Assignment. Neither party may assign its rights under this MOU without the express prior written consent of the other party.
22. Captions. Captions used in this MOU are for convenience and not to be used in the construction of this MOU.

City of Grand Island, Nebraska

By: _____
Mayor Roger G. Steele

Dated: _____

Hall County School District 2, a/k/a
Grand Island Public Schools

By: _____
Bonnie Hinkle, Board of Education
President

Dated: 6/11/2020

RESOLUTION 2020-154

WHEREAS, the City of Grand Island has assigned School Resource Officers (SRO's) in the Grand Island Public Schools through an Interlocal agreement, now referred to as a Memorandum of Understanding (MOU), with Hall County School District 2, Grand Island Public Schools; and

WHEREAS, both parties are interested in continuing such police services; and

WHEREAS, it is recommended that a new MOU be entered for a four year period from October 1, 2020 through September 30, 2024 with an option to extend such MOU for a period of up to four additional years with governing body approval; and

WHEREAS, Hall County School District No. 2, Grand Island Public Schools, will pay the City of Grand Island 50% of regular wages and benefits for assigned SRO's.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the MOU for a School Resource Program between the City of Grand Island and Hall County School District No. 2, Grand Island Public Schools is hereby approved; and the Mayor is hereby authorized and directed to execute such MOU on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 10, 2020	☐ City Attorney