

## MEMORANDUM OF UNDERSTANDING

### City of Stephenville and Stephenville Independent School District for the School Resource Officer

#### I. Purpose

The purpose of this Memorandum of Understanding is to document the respective roles and responsibilities of the City of Stephenville (the City) and the Stephenville Independent School District (the School District) regarding the hiring, equipping, supervising, housing, and other logistical considerations for School Resource Officers (SROs) assigned to the School District.

The mission of the School Resource Officer program is to place community policing officers in designated schools within the School District to build working relationships with schools, students, and parents; to address on-site security; to combat school violence; to provide drug abuse and crime prevention education; to serve as positive role-models for students; and to provide a direct link with the police department.

#### II. City of Stephenville Responsibilities

The City, through its police department, will be responsible for the following:

1. Providing 2 sworn police officers for service as School Resource Officers on the school campuses designated by the School District. Providing equipment and supplies including, but not limited to, uniforms and a police radio, and other such equipment as required for performance of their duties.
2. Selection of Personnel. In the event of an SRO vacancy the police department will create and implement a selection process involving members of the department, school district and members of the community as appropriate. The Chief of Police has the final say in personnel selections.
3. School Resource Officer Duties. SROs will perform law enforcement duties for the school district on designated campuses that include protecting the safety and welfare of persons, protection of school property and building positive relationships with students, parents and school district personnel. SROs will not engage in duties associated with routine student discipline and school administrative tasks. The district and department will create and agree on a specific document that outlines SRO duties. See **Appendix 1 SRO JOB DESCRIPTION, RESPONSIBILITIES AND DUTIES**.
4. Keeping the School District informed, as appropriate, of any changes to federal and state laws, as well as case law, which may affect the School Resource Officer Program.
5. Notifying promptly the School District of anticipated changes in funding, personnel assignments, or performance issues related to the School Resource Officer.
6. Allowing School District participation in the development of SRO utilization strategies.

7. Documenting the activities and achievements of the SRO with periodic progress reports.
8. Preparing an annual evaluation of each SRO, with input from school district officials, prior to the start of the school year.
9. Providing one SRO as a K9 handler on school campuses designated by the School District, who will be certified as a K9 handler and be responsible for having a Police Canine (K9) assigned to them and all responsibilities associated with that type of assignment as directed by Stephenville Police Department General Order 8.8, Police Canine Operations.
10. Providing one marked patrol vehicle for each SRO including one that will be equipped for police canine operations.
11. Ensure that all necessary and required training for K9 handler and Police Canine are accomplished successfully and that all required certifications are maintained.

### **III. Stephenville Independent School District Responsibilities**

The School District will be responsible for the following:

1. Providing office space with appropriate furnishings on the respective campuses for use by SROs.
2. All personnel costs related to the employment of SROs assigned to the school district.
3. All costs related to the purchase of Police Canine (K9).
4. All costs related to initial training and certification of Police Canine (K9) and K9 handler.
5. All costs related to equipment for Police Canine (K9) including but not limited to kennels, bowls, leashes, and other related items.
6. All costs related to equipment and up-fitting of marked police vehicle with necessary K9 equipment.
7. All recurring costs related to care of Police Canine (K9) including but not limited to food, preventative veterinary care, and emergency veterinary care for the service life of Police Canine (K9).
8. Providing routine administrative support (e.g. telephone and in-building paging/answering service) and office supplies to SROs while on campus.
9. Including SROs in school staff meetings relevant to the SRO mission.
10. Permitting SROs adequate time to complete necessary in-service training, professional development and training requirements to maintain SROs' peace officer certifications.
11. Notifying the City of changes in the number of student days in a school year.

12. To establish and follow written procedures for referring police involvement;
13. To train District staff in accordance with the procedures outlined herein as well as existing district policies involving student health and safety; and
14. To cooperate with and support the SRO and the City Police Department in a proactive manner to ensure that the SRO program meets the expectations of the District, City Police, students, parents and community.
15. Saving and holding harmless the City and its employees, from all liability, of any nature, including costs, and expenses for, or on account of, any claims, audit exceptions, demands, suits, or damages of any character whatsoever resulting from injuries or damages sustained by students and their property or School District personnel and property, resulting in whole or part from the performance or omission of any employee, agent, or representative of the City.

**IV. The School District and City agree to the following general provisions:**

1. The agreement is subject to audit at any time within three years of the termination of this MOU and thereafter as provided by law to determine that services were proper and the billings were correct.
2. This MOU and any addendums signed by both parties are the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this MOU shall be in writing and signed by both parties. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.
3. Providing supervision and employee administrative support to School Resource Officers including work schedules, continuing education, pay administration, and the like.
4. This MOU is subject to the availability of local, state, and/or federal funds. If funds are not available or if available funding is reduced, written notice of termination, payment suspension, or funding reduction will be provided by either affected party.
5. In the event either party fails to perform in accordance with the provisions of this MOU, the other party may, upon 30 days' written notice, terminate the MOU in whole or in part.
6. In the event notice of termination is given, all work by the City shall cease on the effective date of the termination. The City shall be paid for all work performed prior to the notice of termination in accordance with the terms of the MOU. Final invoices shall be submitted to the School District no later than 30 days following the date of termination of this contract.
7. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions hereof will not be affected or impaired, and such remaining provisions will remain in full force and effect.
8. Billing Period: Annually, September 1<sup>st</sup> through August 31<sup>st</sup>.

9. Failure to enforce any provision of the MOU does not constitute a waiver of that provision, or any other provision, of the contract.
10. This MOU and any addendums signed by both parties represents the entire agreement between the parties.
11. This agreement will undergo an annual review to adjust, as necessary, any over- or under-payments by the School District. These adjustments will be reflected in the subsequent year's invoice for SRO services.
12. School District understands and agrees that all SROs assigned to the school district will be employees of the City of Stephenville and subject solely to the control of the City of Stephenville. While the School District and the City will consult with each other as to the most effective use of the SRO, ultimate authority as to the disposition, placement, use, discipline and all other matters relating to employment of SROs will be with the City.

**V. SRO Continuation Plan**

The City and School District agree to continue the SRO program. The School District will reimburse the City for the SRO's salary and benefits.

**VI. MOU Period**

This agreement is for a period of one year from August 8<sup>th</sup>, 2021 to August 7<sup>th</sup>, 2022, or upon 90 days' written notification by either party requesting that the agreement should be reviewed. For purposes of the agreement, the contacts are Superintendent, Stephenville ISD, and Chief of Police, Stephenville Police Department.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the xx day of October, 2021.

CITY OF STEPHENVILLE

\_\_\_\_\_  
Doug Svien, Mayor

Attest:

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Staci L. King, City Secretary

STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

*Kelly Magin*  
\_\_\_\_\_  
, Superintendent