

School Resource Officer Program
Memorandum of Understanding
2020-2021

1. PARTIES

1.1 This Memorandum of Understanding is entered into between the Bellville Police Department (hereinafter referred to as the "Bellville PD" or "Police Department"), Austin County Sheriff's Department (hereinafter referred to as the "Austin County Sheriff" or "Sheriff's Department"), and the Bellville Independent School District (hereinafter referred to as the "Bellville ISD").

2. PURPOSE OF AGREEMENT

2.1 The purpose of this agreement is to provide uniformed police officers and marked patrol cars to the schools outlined on Attachment A, for the School Resource Officer Program per the terms of this Memorandum of Understanding.

2.2 Bellville PD and Bellville ISD both recognize and support the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Bellville PD and Bellville ISD shall work in partnership toward this end.

2.3 The School Resource Officers, hereinafter referred to as "SRO", will work with the school administrator(s) to maintain a peaceful campus environment and take appropriate action regarding illegal activity occurring on-campus or at school related functions.

3. TERMS OF THE AGREEMENT

3.1 This Agreement shall be effective on August 18th, 2020, and shall be in effect for a period of one year.

3.2 The Bellville PD and/or Austin County Sheriff shall provide hourly contracted SROs to provide service to the designated campuses on each day that school is in regular session. Bellville ISD will provide the Bellville PD with a school calendar for the upcoming school year on or before July 25th each year.

3.3 This agreement shall be reviewed annually prior to renewal.

3.4 All police reports, citations, and other written documents generated by the SRO are the property of the Bellville PD or Austin County Sheriff and will be maintained by the Police Department or Sheriff's Office.

4. OBLIGATIONS OF PARTIES

4.1 The Bellville PD and/or Sheriff's Department, including the SROs, shall have the status of an employee for the purposes of this agreement. An SRO assigned to the Bellville ISD is an employee of the City or County and will also be considered an employee of the Bellville ISD for purposes of the School Resource Officer Program. As such, the SRO shall be subject to control, supervision, policies, procedures and General Orders of the Bellville PD or Sheriff's Department and Bellville ISD.

4.2 For the purpose of the School Resource Officer Program, compensation and benefits shall be paid directly to the SRO by Bellville ISD in the amount of forty dollars (\$40) an hour for an eight (8) hour work day. All compensation and benefits shall be in accordance with the Bellville ISD policies as established for its employees. Bellville ISD shall maintain appropriate Worker's Compensation and Unemployment Insurance coverage for each SRO in accordance with coverage maintained for all other police officers employed by Bellville ISD.

4.3 The Bellville PD or Sheriff's Department will provide the SRO with uniforms and equipment in accordance with the Bellville Police Department policies.

4.4 Bellville ISD will provide the SRO with a portable two-way radio or program an existing radio to enable the SRO to communicate directly with the campus administrator(s). Preferably, the SRO will carry only one portable radio for all communication purposes.

4.5 The Bellville PD or Sheriff's Department will provide the SRO with all training necessary for the acquisition and maintenance of state licensing and certification requirements for police officers.

4.6 Bellville ISD will provide the SRO with necessary training specific to the function of the SRO, including but not limited to the Basic School Resource Officer course approved by the Texas Commission on Law Enforcement, Bellville ISD policies regarding student confidentiality and guidelines regarding the Family Educational Rights and Privacy Act (FERPA). Bellville ISD will be responsible for any and all expenses arising from such training, including travel, lodging and meals in accordance with Bellville ISD policy. The Bellville Police Department will provide a vehicle for training travel. Bellville ISD will consult with the Bellville Police Department to determine training needs prior to either party registering or committing to training.

4.7 The SRO is subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state peace officer licensing and certification. This training and certification takes place throughout the year and may necessitate the temporary absence of the SRO from his/her assigned campus.

4.8 When a SRO is temporarily absent from his/her assigned campus for training or other reasons on a day that the school is in session, the Police Department will make reasonable efforts to provide a police presence for that campus by assigning other SROs or police officers to spend a portion of the school day on the affected campus. When a police officer is needed on campus at times when the SRO or other officer is not on campus, school personnel should call police dispatch at 979-865-3122 (non-emergency) or dial 9-1-1 in case of emergency.

4.9 Bellville ISD will provide the SRO with access to an office that affords security and privacy and such equipment as is necessary at the assigned school. This equipment should include, but is not limited to, a telephone, copier, filing space capable of being secured and access to a computer and/or secretarial assistance.

5. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

5.1 The SRO Program Selection Panel will be comprised of Police Department representatives as determined by the Chief of Police or designee and a Bellville ISD administrator as determined by Bellville ISD. The Chief of Police or his appointed designee will make the final decision on all appointments and assignments related to the SRO program.

5.2 An SRO may request to transfer to another school. The transfer may be approved provided:

5.2a The principals of each affected school agree with the transfer;

5.2b The transfer is approved by the Chief of Police or his appointed designee.

5.3 If Bellville ISD is dissatisfied with the performance of an SRO, Bellville ISD will notify the SRO supervisor (currently, Lt. Smalley) who will attempt to resolve the issue to the satisfaction of both Bellville ISD and the Police Department.

5.4 The Police Department may take appropriate corrective or disciplinary action regarding any allegation of misconduct on the part of a SRO in accordance with Police Department policy.

5.5 The Police Department is responsible for providing annual performance evaluations to each SRO, and input from Bellville ISD Administration will be solicited.

5.6 The Chief of Police and/or his appointed designee may dismiss or reassign a SRO based on Police Department guidelines and/or General Orders and when it is in the best interest of the City of Bellville and/or Bellville ISD.

5.7 In the event of a resignation, retirement, dismissal or reassignment of a SRO, or in the case of long-term absences by a SRO, the Police Department will provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the Selection Panel shall convene and recommend the permanent replacement(s) for the SRO position.

6. SCHOOL RESOURCE OFFICER RESPONSIBILITIES

6.1 The SRO will work in concert with the school principal(s), or the school designee, meeting with the principal(s) on a periodic basis.

6.2 The SRO will check in and out with designated school staff upon arriving or departing from campus unless circumstances prevent the SRO from doing so.

6.3 The SRO may provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and safety issues in the school community.

6.4 The SRO will act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.

6.5 The SRO may present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention and safety.

6.6 The SRO may provide informational programs for Bellville ISD staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.

6.7 The SRO will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempts to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.

6.8 The SRO will assist Bellville ISD staff in maintaining order on school property.

6.9 The SRO will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.

6.10 The SRO will refer students and/or their families to the appropriate agencies for assistance when need is determined.

6.11 The SRO shall not act as a school disciplinarian or perform school administrative duties. However, if the principal believes an incident involves a violation of the law, the

principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate.

6.12 The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department or Sheriff's Department and Bellville ISD.

6.13 Provided further that nothing required herein is intended to or will constitute a relationship or duty for the assigned police officer or the City or the County beyond the general duties that exist for law enforcement officers within the state.

6.14 The SRO will comply with all Bellville ISD policies and procedures, including those relating to the prohibition against the use of alcohol or drugs, and required drug and alcohol testing.

7. TIME AND PLACE OF PERFORMANCE

7.1 The Police Department or Sheriff's Department will ensure that the SROs report to the campus of their assigned school each day that school is in session during the regular school year. Each SRO will work an eight (8) hour day as determined by the school principal and the SRO supervisor. The SRO's activities will be dedicated to the assigned school campus except for:

7.1a Follow-up home visits when needed as a result of school related student problems.

7.1b School related off-campus activities when the principal requests officer participation and it is approved by the Bellville Police Department or Sheriff's Department.

7.1c Response to off-campus, but school-related criminal activity.

7.1d Response to emergency law enforcement activities or court appearances.

7.1e Transport of persons arrested on campus to a detention or holding facility.

7.1f Other official business approved by the SRO's supervisor.

7.2 Regular working hours may be adjusted on a situational basis with the consent of the SRO supervisor.

8. TERMINATION AND DEFAULT

8.1 Prior to the expiration of the Term, either Party is authorized to terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice of its intention to do so and, specifying therein, the effective date of such termination.

8.2 If either party breaches this agreement and/or its obligations hereunder, the non-breaching party shall give written notice thereof and the breaching party shall have 30 days to cure the alleged breach. In the event the breach is not cured within the 30 days, the non-breaching party may terminate this agreement with or without notice.

8.3 In the event this agreement is terminated for any reason before the expiration of the term, Bellville ISD shall prepare a final accounting, as of the effective date of the termination, of Bellville ISD share of the SRO Program.

9. NOTICE

9.1 Any notice permitted or required to be given to the City of Bellville or the Bellville Police Department, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Chief of Police
City of Bellville Police Department
37 N. Bell
Bellville, TX 77418

9.2 Any notice permitted or required to be given to the Austin County or the Austin County Sheriff's Department, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Sheriff
Austin County
417 N. Chesley St
Bellville, TX 77418

9.3 Any notice permitted or required to be given to the Bellville ISD, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Superintendent
Bellville Independent School District
518 South Mathews, Bellville, TX 77418

9.4 Notice shall be deemed given upon deposit of the notice in the United States Postal Mail as aforesaid.

9.5 Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

10. MISCELLANEOUS

10.1 The terms and provisions of this agreement constitute the entire agreement between the City of Bellville Police Department and the Bellville Independent School District, and no modification of this agreement is effective unless in writing and executed by all parties.

10.2 Nothing herein shall be construed as a waiver of any defense or immunity that any party is entitled by statute or common law.

SIGNED in duplicate originals this _____
day of _____, 2020.

Bellville PD

SIGNED in duplicate originals this _____
day of _____, 2020.

Austin County Sheriff's Department

SIGNED in duplicate originals this _____
day of _____, 2020.

Bellville ISD

**School Resource Officer Program
Memorandum of Understanding**

ATTACHMENT A

Bellville High School

Bellville Junior High School

O'Bryant Primary and O'Bryant Intermediate School

West End Elementary School