

## Exhibit A

### **MEMORANDUM OF UNDERSTANDING (MOU)** **AMENDED**

This Memorandum of Understanding - Amended (MOU) is between Denton Independent School District (hereinafter "DISD") and the City of Denton, a Texas home rule municipal corporation (hereinafter "City").

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating entities listed above.

#### **I. Purpose**

This MOU establishes and delineates the mission of the Student Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort, whereby the City hereby wishes to provide one or more Student Resource Officers for the SRO Program, and DISD wishes to share the costs of the City's providing Student Resource Officers. Additionally, the MOU formalizes relationships between the participating entities to provide a "student centric" approach towards building a positive relationship between police officers and students.

#### **II. Mission**

The mission of the SRO Program is the reduction and prevention of school related crime committed by juveniles or young adults, while providing safety and security to students, faculty, and staff. To accomplish this mission police officers, herein referred to as SROs, will be assigned to the following schools:

- Denton High School
- Ryan High School
- Guyer High School
- Calhoun Middle School
- Strickland Middle School
- McMath Middle School

The SRO Program accomplishes this mission by creating and maintaining safe, secure, and orderly learning environments for students, school officials, teachers, and staff. The SROs will establish trusted communication between students, parents, teachers, and school officials. SROs will promote citizen awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations, as well as consequences for violating the law. SROs will serve as a resource for students, school officials, and parents and will provide information on available community resources. The following goals are established to accomplish this mission.

### **III. SRO Program Goals**

The following goals are established to accomplish the mission of the SRO Program:

- A. Promote a safe environment for students, faculty, and staff.
- B. Reduce criminal offenses committed by juveniles or young adults by utilizing both proactive and reactive law enforcement measures.
- C. Establish a positive approach with students, faculty, administrative staff, and parents.

### **IV. Organizational Structure**

#### A. Composition

SROs are full-time Denton Police Department personnel who are certified peace officers for the State of Texas and meet all requirements as set forth by the Denton Police Department General Orders.

#### B. Supervision

The daily operation and administrative control of the SRO Program is the responsibility of the Denton Police Department. Responsibility for the conduct of SROs, both personally and professionally, remains with the Denton Police Department. The Denton Police Department shall retain supervision of SROs to oversee the SRO Program. In the performance of SROs' duties, the SROs shall coordinate with the principal or the principal's designee in the school where they are assigned.

### **V. Procedures**

#### A. Concept

SROs are Law Enforcement Officers. SROs are responsible for carrying out all duties and responsibilities of a police officer and shall at all times, through the chain of command, remain under the exclusive control of the Denton Police Department. SROs are enforcement officers in regards to CRIMINAL matters only. SROs shall not enforce any "school or house rule," as they are not school disciplinarians and should not assume this role. SROs will not become involved in administrative matters of the DISD which are not criminal matters. SROs are to be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the DISD. SROs may be called upon to teach a variety of law enforcement related subjects to students, school staff, and officials. Teaching is not only a formal opportunity to educate the campus population, but also another method to build rapport with students, school staff, and officials.



## B. SRO Duties and Responsibilities

Denton Police Department SROs' responsibilities will include, but are not limited to:

- 1) Enforcing criminal law and protecting the students, staff, and public at large against criminal activity, and taking enforcement action on criminal matters when appropriate;
- 2) Taking initial reports of crimes committed on campus and, if practical, investigating these crimes according to the case clearance criteria of the Denton Police Department;
- 3) Providing information concerning law enforcement topics to students, school officials and staff;
- 4) As time allows, presenting information in the classroom on a variety of topics including, but not limited to, narcotics, personal safety, criminal law, leadership and life skills; and

## VI. Roles and Responsibilities

A. DISD shall provide the SRO of each campus with the following facilities and materials deemed necessary to the performance of the SRO's duties:

- 1) An air conditioned and properly lighted, private office, which may be used for general business purposes, located as close as possible to the main entrance of the school;
- 2) A desk with drawers, chair, and a locking filing cabinet;
- 3) A computer;
- 4) The opportunity to participate in appropriate classroom instruction, as time allows; and
- 5) The opportunity to address teachers and school administrators concerning the SRO Program goals and objectives.

B. Effective June 1, 2019 through June 30, 2020, DISD agrees to reimburse the City of Denton at a rate of fifty (50) percent of each SRO's annual salary, plus fringe benefits. Effective January 1, 2020 through June 30, 2020, DISD agrees to reimburse the City of Denton for the annual salary and fringe benefits at a rate of fifty (50) percent for six SROs and at a rate of one hundred (100) percent for three additional (3) SRO's. Reimbursement of the SRO's annual salary is

inclusive of any overtime, longevity pay, assignment pay, certification pay, holiday pay, and any other pay each assigned SRO may be eligible to receive under the Meet and Confer Agreement between the City of Denton and the Denton Police Officers Association and/or under Chapter 143 of the Texas Local Government Code for SROs assigned to the following campuses:

- Denton High School
- Ryan High School
- Guyer High School
- Calhoun Middle School
- McMath Middle School
- Strickland Middle School

- C. DPD will endeavor to have SROs available for duty at their assigned school each day that school is in session during the regular school year. There is no requirement for DPD to furnish substitute officers on days when the assigned SRO is absent.
- D. The DPD agrees to invoice the DISD quarterly for all monies owed as a result of this MOU, and to submit appropriate payroll documentation with the invoice. All invoices will be due immediately and should be paid within thirty (30) days of receipt by DISD.
- E. The amount of reimbursement set forth in Section VI Paragraph B of this Memorandum of Understanding - Amended shall, effective the date of the execution hereof, be as set forth in Attachment 1 hereto and made a part of this MOU by reference. The amount of such reimbursement shall thereafter be adjusted not less frequently than annually in accordance with the setting of annual salary and benefits for the SROs by the Denton City Council.

## **VII. Termination**

This MOU may be terminated by either party upon thirty (30) days written notice in writing to the other party at the addresses provided below. Further, this MOU will automatically terminate in accordance with provision VIII, Timeframe, below. DISD shall be responsible for its respective share of the SROs ongoing costs incurred as of the termination date of this MOU.

## **VIII. Timeframe**

This amended MOU will commence on January 1, 2020 and will dissolve on June 30, 2020 at the end of the 2019-2020 school year.

Agreed to in cooperation with the City of Denton Police Department and the Denton Independent School District.

**AUTHORIZED SIGNATURES:**

  
\_\_\_\_\_  
Todd Hileman, City Manager  
City of Denton  
215 E. McKinney  
Denton, TX 76201

12/17/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Jamie Wilson, Superintendent of Schools  
Denton Independent School District  
1307 N. Locust  
Denton, TX 76201

\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
Rosa Rios, City Secretary  
City of Denton



**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Aaron Leal, City Attorney  
City of Denton

## Attachment 1

### Amended\* FY19-20 DISD Quarterly Billing Plan

Amended Quarterly Billing Plan	2019		2020		Total Reimbursement
	July - Sept	Oct - Dec	Jan - Mar	April - June	
	\$ 104,182	\$ 104,182	\$ 201,046	\$ 201,046	\$ 610,456

\*Amended reimbursement includes change from current to include; 50% of the estimated salary and fringe benefits for six (6) SRO's and 100% for three (3) additional SRO's for the quarterly billing period of January 1, 2020 thru June 30, 2020. Compensation estimates are taken from the 19-20 Personnel Services Calculator.