

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 a School Resource Officer (SRO) assigned to the School District.

The mission of the School Resource Officer program is to place a community policing officer 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 a sworn police officer for service as a School Resource Officer on the school campuses designated by the School District. Providing equipment and supplies including, but not limited to, uniforms and a police radio.
- 2 Stationing School Resource Officer on designated campuses where the SRO will perform a combination of law enforcement and education functions such as teaching crime prevention and substance abuse classes as well as monitoring troubled students and building respect for law enforcement among students and parents.
- 3 Keeping the School District informed, as appropriate, in the School Resource Officer program.
- 4 Notifying promptly the School District of anticipated changes in funding, personnel assignments, or performance issues related to the School Resource Officer.
- 5 Allowing School District participation in the development of SRO utilization strategies.
- 6 Documenting the activities and achievements of the SRO with periodic progress reports.

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 SRO use.

2. Providing routine administrative support (e.g. telephone and in-building paging/answering service) and office supplies to SRO while on campus.
3. Including SRO in school staff meetings relevant to the SRO mission.
4. Permitting SRO adequate time to complete necessary in-service training requirements to maintain SRO's peace officer certification.
5. Notifying the City of changes in the number of student days in a school year .
6. 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 is 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, performance evaluations, 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 part of this MOU shall be held unenforceable, the rest of the MOU will nevertheless remain in full force and effect.
8. Failure to enforce any provision of the MOU does not constitute a waiver of that provision, or any other provision, of the contract.
9. This MOU represents the entire agreement between the parties.

10. 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 service.
11. 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 commences with the assignment of SRO to the School District and remains in effect for the period of the associated CJD Grant 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 ISO, and Chief of Police, Stephenville Police Department.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 29th day of August, 2016.

CITY OF STEPHENVILLE

Jerry K. Weldon II, Mayor

Attest:

Cindy L. Stafford, City Secretary

STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

Matt Underwood, Superintendent

STATE OF TEXAS :

COUNTY OF ERATH :

This instrument was acknowledged before me on August _____, 2016, by JERRY K. WELDON II, Mayor, on behalf of the City of Stephenville, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS :

COUNTY OF ERATH :

This instrument was acknowledged before me on August _____, 2016 by MATT UNDERWOOD, Superintendent, Stephenville Independent School District, on behalf of said district.

Notary Public, State of Texas