

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (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. This MOU constitutes an Interlocal Agreement pursuant to Chapter 791 of the Texas Local Government Code, to assist the Parties with performing their governmental functions. Any costs associated from this MOU shall be made from current revenues then available to each Party.

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 to create and maintain a safe, secure, and orderly learning environment for students, school officials, teachers, and staff. The SROs will establish trusted communication between students, parents, teachers, and school officials. SROs will serve as positive role models to instill good moral standards, judgment and discretion, respect for others, and a sincere concern for the school community. SROs will promote 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:

- 1) Promote a safe environment for students, faculty, and staff.

- 2) Reduce criminal offenses committed by juveniles or young adults by utilizing both proactive and reactive law enforcement measures.
- 3) Establish a positive approach with students, faculty, administrative staff, and parents.

IV. Organizational Structure

A. Composition

The SRO program will consist of full-time Denton Police Department (DPD) personnel who are certified peace officers for the State of Texas and meet all requirements as set forth by DPD General Orders. 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

B. Operational Procedures

The daily operation and administrative control of the SRO Program is the responsibility of DPD. Responsibility for the conduct of SROs, both personally and professionally, remains with the DPD. The department shall retain supervision of SROs to oversee the SRO Program.

C. SRO Duties

SROs, first and foremost, 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 DPD. SROs are enforcement officers in regard 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.

DPD SROs responsibilities will include, but 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 DPD;
- 3) Providing information concerning law enforcement topics to students, school officials and staff;
- 4) Providing mentoring/coaching on a limited basis, to students, school officials, and staff;
- 5) 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
- 6) Assisting staff with unusual or temporary problems related to law enforcement matters which may require SROs on occasion to be assigned to monitor halls, buses, lunchroom, etc. on the school campus, but at no time will an SRO be regularly assigned to monitor such areas.

D. Supervisor Duties

The Parties desire to create a Supervisor position, at the level of Lieutenant for DPD, who will provide supervisory duties for DPD SRO's assigned to the DISD and provide safety coordination for DISD. This position shall work solely with DISD, except during times when DPD emergencies require the Supervisor's presence.

The Supervisor position shall be a Full-Time Employee of the Denton Police Department, and DISD shall reimburse the City of Denton at a rate of one hundred (100) percent for the salary and benefits of this position. The duties of the Lieutenant position include the following:

- 1) Complete State Required District Safety Audits;
- 2) Act as a liaison and District Representative between the school district and law enforcement agencies;
- 3) Ensure that SROs assigned to the DISD remain up to date in state training expectations;
- 4) Direct community safety and police activities at DISD extracurricular events;
- 5) Ensure that campus safety plans are up to date and in compliance with state expectations; and

- 6) Act as a liaison during assessments between the campus, school district, and police departments.

V. School District Responsibilities

DISD shall provide the Lieutenant and the SRO of each campus with the following facilities and materials deemed necessary to the performance of the Lieutenant and 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 and printer

A. Reimbursement

Effective July 1, 2021 through June 30, 2022, DISD agrees to reimburse the City of Denton for the annual salary and fringe benefits at a rate of fifty (50) percent for nine (9) SROs and at a rate of one (100) hundred percent for one (1) the Lieutenant supervisor position. Reimbursement of the SRO's and Lieutenant's annual salary is inclusive of any overtime, longevity pay, assignment pay, certification pay, holiday pay, and any other pay each assigned SRO or Supervisor 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
- Strickland Middle School
- McMath Middle School

The amount of reimbursement set forth in Section V Paragraph A of this Memorandum of Understanding shall, effective the date of the execution hereof, be as set forth in Attachment A 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 Lieutenant and the SROs by the Denton City Council.

VI. Denton Police Department Responsibilities

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, except that the Lieutenant shall be available year-round. There is no requirement for DPD to furnish substitute officers on days when the assigned SRO (or Lieutenant) is absent.

DPD agrees to invoice 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.

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 MOU will commence on July 1, 2021 and will dissolve on June 30, 2022, at the end of the 2021-2022 school year.

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

AUTHORIZED SIGNATURES:

Sara Hensley, Interim City Manager
City of Denton
215 E. McKinney
Denton, TX 76201

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 A

FY 2021-2022 Estimated DISD Quarterly Billing Plan

2021		2022		Total
FIRST QUARTER (Jul, Aug, Sep)	SECOND QUARTER (Oct, Nov, Dec)	THIRD QUARTER (Jan, Feb, Mar)	FOURTH QUARTER* (Apr, May Jun)	
\$ 189,479	\$ 189,479	\$ 189,479	\$ 195,164	\$ 763,601

Note: FY 2021- 2022 estimate includes 50% reimbursement of salary/benefits for nine (9) SROs located at DISD High Schools and Middle Schools, plus 100% reimbursement salary/benefits for one (1) Police Lieutenant. Fourth quarter reimbursement includes annual cost of living increase per Meet and Confer Agreement.