

**Extra Curricular Security Officer
Memorandum of Understanding
2026-2027**

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 for extra-curricular activities as needed. Home athletic contest as needed along with administrator-requested events either Home or Away.

2.2 Bellville PD, Austin County Sheriff's Department and Bellville ISD all recognize and support the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Bellville PD, Austin County Sheriff's Department and Bellville ISD shall work in partnership toward this end.

3. TERMS OF THE AGREEMENT

3.1 This Agreement shall be effective on August 13th, 2026, 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 Officers to provide service to the designated event for 30 minutes prior to the start of the event and 30 minutes after. Bellville ISD will provide the Bellville PD with a school calendar for the upcoming school year on or before July 15th each year.

3.3 This agreement shall be reviewed annually before renewal.

3.4 All police reports, citations and other written documents generated by the Officer 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, shall have the status of an employee for the purposes of this agreement. An Officer 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 Officer 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 Extra Curricular Security Officer, compensation and benefits shall be paid directly to the Officer 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 Officer with uniforms and equipment in accordance with the Bellville Police Department policies.

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

4.5 For out-of-town overnight events where an Officer is requested Bellville ISD will be responsible for any and all expenses arising from such events, including lodging and meals in accordance with Bellville ISD policy. The Bellville Police Department or officer's agency will provide a vehicle for travel and fuel. The officer is guaranteed an 8-hour work day during these days of these overnight events.

4.6 The officer 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.

5. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

5.1 The Extra Curricular Security Officer Selection Panel will be composed 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 Extra Curricular Security Officer.

5.3 If Bellville ISD is dissatisfied with the performance of an ExtraCurricular Security Officer, Bellville ISD will notify the Extra Curricular Security Officer supervisor (currently, Chief 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 an Extra Curricular Security Officer in accordance with Police Department policy.

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

5.6 The Chief of Police and/or his appointed designee may dismiss or reassign an Extra Curricular Security Officer 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.

6. OFFICER RESPONSIBILITIES

6.1 The Officer 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 Extra Curricular Security Officer will check-in and out with designated school staff upon arriving or departing from campus unless circumstances prevent the Extra Curricular Security Officer from doing so.

6.3 The Extra Curricular Security Officer will act as a communication liaison with law enforcement agencies, and provide basic information concerning students at the event served by the officer.

6.4 The Extra Curricular Security Officer 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.

6.5 The Extra Curricular Security Officer will assist Bellville ISD staff in maintaining order on school property.

6.6 The Extra Curricular Security Officer will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, the Extra Curricular Security Officer shall make the principal of the school aware of such action. At the principal's request, the Extra Curricular Security Officer 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 Extra Curricular Security Officer may do so under the authority of law. Whenever practicable, the Extra Curricular Security Officer will advise the principal before requesting additional police assistance on campus.

6.7 The Extra Curricular Security Officer 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 Extra Curricular Security Officer and will then determine whether law enforcement action is appropriate.

6.8 The Extra Curricular Security Officer may perform other duties as may be mutually agreed upon in writing by the Police Department or Sheriff's Department and Bellville ISD.

6.9 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.

6.10 The Extra Curricular Security Officer 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 Extra Curricular Security Officer reports to a designated event 30 minutes prior to the start of the event and leaves 30 minutes after the event.

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

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

7.1c Other official business approved by the Extra Curricular Security Officer supervisor.

7.2 Regular working hours may be adjusted on a situational basis with the consent of the Extra Curricular Security Officer supervisor.

8. TERMINATION AND DEFAULT

8.1 Before 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 Extra Curricular Security Officer 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 _____, 2025.

SIGNED in duplicate originals this _____
day of _____, 2025.

Bellville PD

Austin County Sheriff's Department

SIGNED in duplicate originals this _____
day of _____, 2025.

Bellville ISD