

**School Resource Officer Program**  
**Memorandum of Understanding**  
*2019-2020*

**1. PARTIES**

1.1 This agreement is entered into between the City of Bryan, Texas, hereinafter referred to as the "City", the Bryan Police Department, hereinafter referred to as the "Police Department" and the Bryan Independent School District, hereinafter referred to as the "District".

**2. PURPOSE OF AGREEMENT**

2.1 The purpose of this agreement is for the Police Department to assign 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 agreement.

2.2 The School Resource Officer, 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 the 1st day of August 2019, and shall be in effect for a period of one year.

3.1a As needed, one or more SROs will be available a week prior to the first day of school (8/20/19) for BISD staff training.

3.2 The Police Department shall provide SROs to provide service to the designated campuses on each day that school is in regular session. The District will provide the Police Department with a school calendar for the upcoming school year on or before June 1<sup>st</sup> of each year.

3.3 During days that schools are not in session, an SRO is subject to other assignments as determined by the Police Department.

3.4 The agreement shall be reviewed annually prior to renewal.

3.5 All police reports, citations, and other written documents generated by the SRO are the property of the City and will be maintained by the Police Department.

#### **4. OBLIGATIONS OF PARTIES**

4.1 The City, including the SROs, shall have the status of an independent contractor for the purposes of this Agreement. An SRO assigned to the District is an employee of the City and shall not be considered an employee of the District. As such, the SRO shall be subject to Police Department control, supervision, policies, procedures and General Orders.

4.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Police Department's policies as established for its employees. The City 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 the City.

4.3 The Police Department will provide the SRO with uniforms and equipment in accordance with Police Department policy.

4.4 The District will provide the SRO with a portable two-way radio or program an existing radio to enable the SRO to communicate directly with campus administrators.

4.5 The Police 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 The District 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 and guidelines regarding the Family Educational Rights and Privacy Act (FERPA). The district will be responsible for any and all expenses arising from such training, including travel, lodging and meals in accordance with district policy. The Police Department will provide a vehicle for training travel. The Police Department will control oversight of all other SRO training needs within predetermined budgetary constraints of the Department and the District. The District will consult with the Police Department to determine training needs prior to 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 an 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 361-3888 (non-emergency) or dial 9-1-1 in case of emergency.

4.9 The District 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 and a BISD representative as determined by the BISD superintendent. 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 School Resource Unit (SRU) sergeant, Patrol Division Commander and Patrol Services Bureau Commander agree with the transfer; and

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

5.3 If the District is dissatisfied with the performance of an SRO, the District will notify the SRU sergeant who will attempt to resolve the issue to the satisfaction of both the District and the Police Department. If the SRU sergeant cannot resolve the issue, he/she will refer the issue with a recommended course of action to the Patrol Division Commander.

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

5.5 The Department is responsible for providing annual performance evaluations to each SRO, and input from appropriate school personnel will be solicited.

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

5.7 In the event of a resignation, retirement, dismissal or reassignment of an SRO, or in the case of long-term absences by an SRO, the Police Department will provide a temporary replacement for the SRO. Long term absences without replacement coverage for a period of ten or more days will result in financial credit being given to the District proportionately for that time based on the salary and benefit section of the agreement as reflected in Attachment B.

## **6. RESPONSIBILITIES**

### **6A. SCHOOL RESOURCE OFFICER RESPONSIBILITIES**

6A.1 The SRO will work in concert with the school principal(s), or the school designate, meeting with the principal(s) on a periodic basis.

6A.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.

6A.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.

6A.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.

6A.5 The SRO may present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention and safety.

6A.6 The SRO may provide informational programs for District staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.

6A.7 The SRO will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.

6A.8 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.

6A.9 The SRO will refer students and/or their families to the appropriate agencies for assistance when need is determined.

6A.10 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.

6A.11 The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department and the District.

6A.12 Provided further that nothing required herein is intended to or will constitute a relationship or duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officers within the state.

## **6B. DISTRICT STAFF RESPONSIBILITIES**

6B.1 Staff will notify an SRO or other police department member without delay when a potential serious crime or incident on campus is reported to BISD personnel. Serious crimes or incidents include, but are not limited to, death or serious injury of any person on campus, kidnapping, sexual assault and other sex crimes, terroristic threat, or firearm on campus. The Police Department will ensure the District is afforded the opportunity to conduct any administrative investigation parallel with the criminal investigation, including being present in interviews conducted. In case of conflict, however, the criminal investigation will be given precedence over the administrative.

6B.2 When notified by the Police Department, the Brazos County County Attorney's Office or the Brazos County DA's Office of items of evidentiary value under the control of BISD, staff will ensure those items are not altered, damaged, or destroyed prior to being legally appropriated by the Police Department.

## **7. COST SHARING**

7.1 The District agrees to reimburse the City for sixty-five percent of the annual salaries and fringe benefits for the officers and sergeant involved in the SRO Program, as well as one half the operation costs of program vehicles and one-half of the replacement cost of one fully equipped police vehicle as reflected in Attachment B. The District and the Police Department agree the salary reimbursement rate will change to seventy percent for the 2020/2021 school year and seventy-five percent for the 2021/2022 school year. The rate will remain at seventy-five percent until such time that a rate change is proposed and agreed upon by both parties.

7.2 For annual budgeting purposes, the cost of the program will be projected by the Police Department and agreed upon in time for the District and City to incorporate the projection into the annual budget planning process of both entities.

7.3 With the knowledge and consent of the District, the City may apply for a funding grant to offset the cost of the SRO Program or a portion thereof. In the event the City applies for and receives a grant, the District agrees to fund one-half of the City's required funding match. Once grant funding ceases, the District agrees to cost sharing as stipulated in paragraph 7.1 above.

7.4 The City and District will share the cost of training for the SROs as stipulated in paragraph 4.6 above.

7.5 The City shall invoice the District quarterly in equal installments of \$184,048.25 each, plus any overtime expenses incurred in accordance with Section 8.3 below, during the City's fiscal year, being on or about December 31, 2019; March 31, 2020; June 30, 2020; and September 30, 2020. The District shall pay within 30 days of invoice date.

7.6 In the event the City does not receive payment within thirty days of the due date, the City is authorized to terminate this agreement without further notice. Further, failure by the City to make demand for payment due is not a waiver of the district's obligation to make timely payment. Further, if the District defaults in the payment of any obligation hereunder, the District is liable for expenses incurred by the City as a result of such default, including but not limited to costs and interest at the rate of one percent (1%) for each month on all past due amounts. The amount of expenses incurred and interest accrued, if any, is deemed to be in addition to any monies due for law enforcement services rendered hereunder.

## **8. TIME AND PLACE OF PERFORMANCE**

8.1 The Police 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 80 hour, two week pay period as determined by the SRU sergeant with input from the school principal or his designate. The SRO's activities will be dedicated to the assigned school campus except for:

8.1a Follow-up home visits when needed as a result of school related student problems.

8.1b School related off-campus activities when the principal requests officer participation and it is approved by the Police Department.

8.1c Response to off-campus, but school-related criminal activity.

8.1d Response to emergency law enforcement activities or court appearances.

8.1e Transport of persons arrested on campus to a detention or holding facility.

8.1f Other official business approved by the SRU sergeant.

8.1g Rover SROs will not be assigned to a particular campus, but will respond as they are needed at the direction of the SRU sergeant.

8.2 Regular working hours may be adjusted on a situational basis with the consent of the SRU sergeant. These adjustments shall be approved prior to implementation and are intended to cover potential problem areas or scheduled school related activity requiring the presence of a law enforcement officer.

8.3 Upon written request from the principal (or his designate) to the SRU Sgt, an SRO may be assigned to work overtime, not to exceed five hours per pay period, for a specific purpose or to address a specific issue on campus. After department approval, these hours will be tracked by the SRU Sergeant and the full cost of this approved overtime, including fringe benefits and city expenses, will be included on the quarterly invoice and paid by the District. The Department will not make overtime assignments under this section outside of a District request. A breakdown of overtime costs specific to each SRO at the time of this agreement is included in Attachment C below. In the

event those costs change during the school year through raises or other personnel changes, the Department will make written notification to the BISD Assistant Superintendent of Business Services.

8.4 A minimum of two (2) SROs will be available for work on summer school campuses. These two SROs will work with the summer school administrators to maintain a peaceful summer school campus environment and to take appropriate action regarding illegal activity occurring on campus during that time.

## **9. TERMINATION AND DEFAULT**

9.1 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, specifying therein the effective date of such termination.

9.2 Except as outlined in paragraph 7.6 above, 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.

9.3 In the event this Agreement is terminated for any reason before the expiration of the term, the City shall prepare a final accounting, as of the effective date of the termination, of the District's share of the SRO Program and submit an appropriate invoice to the District.

## **10. NOTICE**

10.1 Any notice permitted or required to be given to the City or the 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  
Bryan Police Department  
P.O. Box 1000  
Bryan, Texas 77805

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

Superintendent of Instructional Services  
Bryan Independent School District  
801 S. Ennis  
Bryan, Texas 77803

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

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

**11. MISCELLANEOUS**

11.1 The Terms and provisions of this agreement constitute the entire Agreement between the City, the Police Department and the District, and no modification of this agreement is effective unless in writing and executed by all parties.

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

11.3 If any provision of this agreement shall be held invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of the agreement with legal terms and conditions approximating the original intent of the Parties.

11.4 This agreement and the rights and obligations contained herein may not be assigned by any Party without the prior written approval of the other Party to this agreement.

SIGNED in duplicate originals this \_\_\_\_\_  
day of \_\_\_\_\_, 2019.

SIGNED in duplicate originals this \_\_\_\_\_  
day of \_\_\_\_\_, 2019.

Bryan Independent School District

City of Bryan and Bryan Police Department

\_\_\_\_\_  
Christie Whitbeck, Superintendent

\_\_\_\_\_  
Eric Buske, Police Chief



**School Resource Officer Program  
Memorandum of Understanding**

**ATTACHMENT A**

- Stephen F. Austin Junior High School
- Arthur L. Davila Junior High School
- Bryan High School
- Mary Catherine Harris High School/Bryan Collegiate High School/DAEP Campus
- James Earl Rudder High School

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**ATTACHMENT B**

**BRYAN POLICE DEPARTMENT  
INFORMATIONAL MEMO**

**TO: DR. CHRISTIE WHITBECK, SUPERINTENDENT FOR  
INSTRUCTIONAL SERVICES**

**FROM: WAYLAND RAWLS, ASSISTANT CHIEF OF POLICE –  
PATROL SERVICES BUREAU**

**THRU: ERIC BUSKE, CHIEF OF POLICE**

**SUBJECT: SCHOOL RESOURCE OFFICERS**

**DATE: MAY 1, 2019**

For the 2019-20 school year beginning in August 2019, we are projecting the cost of the School Resource Program to be \$1,151,447 based on nine (9) officer positions and one sergeant position allocated to the program. This figure includes total costs of salaries, benefits, vehicle operating costs and vehicle replacement costs. Not included is any overtime or training costs as delineated in the 2019-20 Memorandum of Understanding.

We are proposing to share the cost of the program with the school district. The BISD share for the 2019-20 school year will be \$736,193.

A breakdown of the cost is reflected in the following table.

	<b>SALARIES</b>	<b>BENEFITS</b>	<b>VEHICLE OPERATING COSTS</b>	<b>VEHICLE REPLACEMENT COST</b>
<b>ANNUAL TOTAL</b>	<b>\$773,664</b>	<b>\$296,147</b>	<b>\$19,068</b>	<b>\$62,568</b>
<b>B.I.S.D. SHARE</b>	<b>\$695,377</b>		<b>\$9,532</b>	<b>\$31,284</b>

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**ATTACHMENT C**

Hourly overtime reimbursement rates per officer (including fringe):

Albarado      \$ 67.99

Mann            \$ 71.59

Martinez      \$ 71.60

Weaver        \$ 68.14

Haynes        \$ 71.56

Bravo          \$ 71.41

Baker          \$ 71.37

Snell          \$ 55.81

Johnston      \$ 58.14

Eff. 8/1/19