

RESOLUTION

- A. WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local government entities to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and
- B. WHEREAS, College Station Independent School District ("CSISD"), and the City of College Station ("City") are local government entities, each acting by and through their duly authorized agents (collectively, the "Parties"); and
- C. WHEREAS, CSISD, pursuant to the authority granted under Chapter 791 of the Texas Government Code, desires to enter the Interlocal Agreement attached hereto as Exhibit A ("ILA"), for the purpose of participating with the City in the placement of School Resource Officers in certain CSISD facilities; and
- D. WHEREAS, CSISD agrees that the ILA will mutually benefit each Party and will further each Party's governmental purpose; and
- E. WHEREAS, the Board desires to authorize the execution of the ILA by CSISD, and to authorize the Board President, the Superintendent or their appointed designees, to do any and all things necessary to carry out the terms of the ILA, and take all other action contemplated thereby.

NOW, THEREFORE, on motion made and seconded, it is hereby resolved that:

- 1. The terms and conditions of the ILA, and any other documents necessary to effectuate the ILA, are found to be acceptable and in the best interest of CSISD and its citizens, and are hereby in all things approved.
- 2. The Board further resolves that the ILA as approved by this resolution is in conformity with the Texas Government Code.
- 3. The Board further authorizes the Board President to execute the ILA on behalf of CSISD, and further authorizes the Board President, the Superintendent or their appointed designees, to do any and all things necessary to carry out the terms of the ILA, and take all other action contemplated thereby.

Valerie Jochen, President, Board of Trustees of the
College Station Independent School District

Date: _____

EXHIBIT A

Interlocal Agreement with the City of College Station, Texas
concerning the School Resource Officers Program

[attached]

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is hereby made and entered into by and between the **CITY OF COLLEGE STATION, TEXAS**, A Texas Home Rule Municipal Corporation (“City”), and the **COLLEGE STATION INDEPENDENT SCHOOL DISTRICT**, a Texas Local Government (“CSISD”) each acting by and through its duly authorized agents (“Parties”).

WHEREAS, Chapter 791 of the **TEXAS GOVERNMENT CODE**, also known as the **INTERLOCAL COOPERATION ACT**, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the Parties have sufficient funds available from current revenues to perform the functions contemplated by this agreement; and

WHEREAS, the City has established a School Resource Officer Program (“SRO Program”), with law enforcement officers from College Station Police Department (“CSPD”) and

WHEREAS, the Parties recognize the outstanding benefits of the SRO Program to the citizens of the City and to the students of CSISD; and

WHEREAS, it is in the best interest of the Parties and the citizens of the City and students of CSISD to continue the SRO Program;

NOW, THEREFORE IN CONSIDERATION of the recitals and mutual covenants made herein by the City and CSISD to be respectively kept and performed, the Parties hereby mutually agree as follows:

ARTICLE I DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

1.1 “Chief of Police” means the College Station Chief of Police. This term also applies to any person designated by the Chief of Police to act on his behalf in regards to this Agreement.

1.2 “School Superintendent” means the CSISD School Superintendent. This term also applies to any person designated by the Superintendent to act on his behalf in regards to this Agreement.

1.3 “Law Enforcement Officer” means any City of College Station Peace Officer who has been commissioned under Texas law.

1.4 “Law Enforcement Duties” means any duties performed by any Law Enforcement Officer.

1.5 “**School Resource Officer**” (“**SRO**”) means any Law Enforcement Officer working with and aiding the administration and student bodies of A&M Consolidated Middle School, College Station Middle School, A&M Consolidated High School, College Station High School, and Center for Alternative Learning as part of the SRO Program. The SRO meets with students in a non-confrontational setting, and interacts with them as mentors, and resource persons.

ARTICLE II **MISSION AND PURPOSE**

2.1 The mission of the SRO program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults, the reduction of the fear of crime on school campuses, and building effective partnerships with the faculty and staff of CSISD. This is accomplished by assigning Law Enforcement Officers to school facilities. The SRO Program accomplishes this mission by creating and maintaining safe, secure and orderly learning environments for students, teachers, and staff.

2.2 The SRO’s will establish a trusting channel of communication with students, parents, and teachers. SRO’s will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SRO’s 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 regarding enforcement as well as consequences for violations of the law.

2.3 SRO’s will serve as a confidential source of counseling for students and parents concerning problems they face as well as providing information on community resources available to them. Goals and objectives are designed to develop and enhance rapport between youth, police officers, and school administrators.

ARTICLE III **TERM AND TERMINATION**

3.1 Agreement performance begins on July 13, 2016 and terminates on May 30, 2017. The Parties agree to assign Law Enforcement Officers to perform Law Enforcement duties at A&M Consolidated High School, College Station High School, Center for Alternative Learning, A&M Consolidated Middle School, and College Station Middle School during the term of the Agreement.

3.2 Any Party to this agreement may terminate its participation in this agreement by providing ninety (90) days written notice. In the event of termination of this agreement, compensation will be made to the City for all SRO services performed to the date of termination. CSISD shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of agreement termination.

ARTICLE IV
SCHOOL ASSIGNMENTS

4.1 The Chief of Police shall assign SRO's to the following school campuses on a full time basis during Fall and Spring Semesters.

- a.** One (1) SRO at A&M Consolidated High School to primarily act as a law enforcement presence, mentor, problem-solver, and provide positive police-student relations.
- b.** One (1) SRO at College Station High School to primarily act as a law enforcement presence, mentor, problem-solver, and provide positive police-student relations.
- c.** One (1) SRO at College Station Middle School, to primarily act as a law enforcement presence, mentor, problem-solver, and provide positive police-student relations.
- d.** One (1) SRO to split time between A&M Consolidated Middle School and the Center for Alternative Learning, to primarily act as a law enforcement presence, mentor, problem-solver, and provide positive police-student relations.

4.2 After receiving significant input from the campus principals who will be sharing SRO's, the Chief of Police will determine the amount of time a SRO spends at any particular school campus.

ARTICLE V
SCHOOL RESOURCE OFFICER DUTIES AND RESPONSIBILITIES

5.1 Administrative Duties

- a.** SRO's will check in with designated school staff upon arriving on campus and will report with school staff prior to leaving campus, unless circumstances prevent the SRO from checking in or out.
- b.** The day-to-day operation and administrative control of the SRO Program will be the responsibility of the CSPD. Responsibility for the conduct of SRO personnel, both personally and professionally, shall remain with the CSPD. The College Station Police department will assign supervisory personnel to oversee the program. SRO's shall remain employees of the CSPD and shall not be employees of the CSISD.
- c.** All acts of commission shall conform to the guidelines of the CSPD's Policy and Procedure Manual.
- d.** SRO's will not enforce "school or house rules" SRO's are not school disciplinarians and will not assume that role. However, if the principal or other staff believes an incident involves a violation of the law, the principal or staff member may contact the SRO and the SRO will determine whether law enforcement action is appropriate.

5.2 Regular Hours, Vacation, Personal Leave, and Training Responsibilities

- a.** Each SRO shall be assigned on a full-time basis for eight (8) hours, on those days and during those hours that the school is in regular session
- b.** The SRO hours and days of work are to be considered flexible and may be changed to meet the needs of the CSPD or at the direction of the Chief of Police.
- c.** Before taking any personal leave time, the school principal must be made aware of the SRO's absence. Each SRO will follow the CSPD leave policy; however, no officer may take personal leave/vacation time during the school year without prior approval from their CSPD supervisor.
- d.** When a SRO is temporarily absent from his or her assigned campus for training or other reasons on a day that the school is in session, the CSPD will make reasonable efforts to provide a police presence for that campus by assigning other SRO's or police officers. When a police officer is needed on campus at times when the SRO or other officer is not on campus, school personnel should call the CSPD dispatch at the non-emergency number 979-764-3600 or dial 9-1-1 in case of an emergency.
- e.** SRO's are subject to current policy and procedures that are in effect for all CSPD 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 or her assigned campus.

5.3 Law Enforcement Duties

- a.** Assist CSISD in maintaining lawful order on school property while in full CSPD uniform at all times or other apparel approved by the CSPD.
- b.** Enforce the laws of the State of Texas and City Ordinances of College Station and protect the students, teachers, staff, and public against criminal activity.
- c.** Take enforcement action on criminal matters according to CSPD policy. As soon as practical, 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 school functions, to the extent that the SRO may do so under the authority of law.
- d.** Gather information regarding potential problems such as gang activity, criminal activity, and student unrest and handle initial police reports of crimes committed on campus.

- e. Coordinate investigative procedures between police and school administrators that follow CSPD Policy.

5.4 Educational and Counseling Duties and Responsibilities

- a. Provide information about law enforcement topics to students and staff.
- b. Provide informational programs for CSISD staff, students, and parents on a variety of topics including, but not limited to issues related to alcohol and other drugs, criminal law, violence, gangs, safety and security.
- c. Refer students and their families to the appropriate agencies for assistance when the need is determined.
- d. Maintain good communication between CSPD and CSISD administration, principals, and staff.
- e. SRO's will not replace any school counselor nor are they to conduct or offer any formal psychological testing or counseling.
- f. SRO's will give advice to help resolve issues between students that involve matters that may result in a criminal violation, disturbances, and disruptions.
- g. SRO's should not go to the home of a student without another officer or school administrator. When a visit is warranted, it should be reported to the SRO supervisor as soon as practical.
- h. Student confidentiality should be maintained, unless the gravity of the situation dictates otherwise to the extent permitted under law.

ARTICLE VI **SELECTION, TRANSFER AND REMOVAL OF SRO**

6.1 Notice of SRO job openings will be made to all Law Enforcement Officers at CSPD through regular postings. CSPD policy at the time of the opening will be followed during the selection process for SRO's. The officer(s) will be interviewed by a board consisting of CSPD representatives as determined by the Chief of Police and representatives of the school for which the SRO will be assigned as determined by the school principal. The Chief of Police or his appointed designee will make the final decision on all appointments or assignments related to the SRO program.

6.2 The CSPD will maintain the responsibility, while receiving significant input from the CSISD, for the recruitment, interviewing, and overall evaluation of the SRO's.

6.3 A SRO may request to transfer to another school if the request meets the approval of the principals of each affected school and the Chief of Police or his appointed designee.

6.4 If the CSISD is dissatisfied with the performance of a SRO, the district will notify the SRO supervisor who will attempt to resolve the issue to the satisfaction of both the school district and the police department. If the SRO supervisor cannot resolve the issue, he/she will refer the issue with a recommended course of action to the Chief of Police or his appointed designee.

6.5 The CSPD may take appropriate corrective or disciplinary action regarding any allegation of misconduct on the part of a SRO in accordance with CSPD policy and procedures.

6.6 The Chief of Police or his appointed designee may dismiss or reassign a SRO when it is in the best interest of the City or CSISD.

6.7 In the event of a resignation, retirement, dismissal, or reassignment of a SRO, or in case of long-term absences by a SRO, CSPD will provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation, retirement, reassignment. As soon as practical, an interview board shall convene and recommend a permanent replacement for the SRO position.

ARTICLE VII SCHOOL DISTRICT RESPONSIBILITIES

7.1 CSISD will provide the SRO with a portable two-way radio or program an existing radio to enable SRO's to communicate directly with the school administration.

7.2 CSISD will provide the SRO's with access to an office that allows for security and privacy. The office must include, but is not limited to, a telephone, desk with lockable drawers, chair, office supplies, filing cabinet, which can be properly locked and secured, and computer.

7.3 The opportunity for SRO's to address teachers and school administrators about the SRO program's goals and objectives and provide SRO's the opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.

7.5 Seek input from SRO's regarding criminal justice problems relating to students.

7.6 Police Vehicles

a. The City will keep at A&M Consolidated High School and College Station High School one CSPD Patrol Vehicle each for SRO use in their duties at the high school and for emergency calls as needed. This vehicle will be used by SRO's for the safety and security of the faculty and students of the high school.

b. The City will own the Patrol Vehicle(s) and it will not be property of CSISD nor will CSISD have a special right of access to the Patrol Vehicle(s).

c. The City will pay for all repairs, upkeep and other associated costs for the life of the Patrol Vehicle(s). The Patrol Vehicle(s) will be from CSPD's current vehicle inventory.

ARTICLE VIII
SALARY AND BENEFITS OF SRO

- 8.1** CSISD agrees to reimburse the City for 75% of the annual salaries, fringe benefits, overtime of the SRO's.
- 8.2** CSISD shall pay all expenses related to off-duty security performed by CSPD personnel including those off-duty securities performed by SRO's.
- 8.3** CSISD will pay 75% and the City will pay 25% of the cost of all SRO related training.
- 8.4** The City will invoice CSISD in June of each year for the total costs of CSISD's portion of the SRO's salaries, benefits, overtime, and travel costs.
- 8.5** Salaries and benefits package includes: Total Wages, Certification Pay/Work, Longevity Pay, Training Specialist Pay, and Uniform Cleaning Allowance.
- 8.6** Total Additional Pays: Travel Costs, Accidental Death & Dismemberment, Group Insurance – Employer Paid, Group Life Insurance (WB), Long Term Disability, Medicare Portion/Social Security, Social Security - Employer Paid, TMRS, Unemployment Compensation, and Worker's Compensation Insurance

ARTICLE IX
MISCELLANEOUS TERMS

- 9.1 Interlocal Cooperation Act.** The Parties expressly acknowledge that each Party to this agreement is a local government as that term is defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquished by either Party of its right to claim such exemptions, privileges and immunities as may be provided by law.
- 9.2 Amendment.** The terms and conditions of this agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No amendment to this agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all Parties.
- 9.3 Effective.** This agreement shall become effective immediately upon execution by all Parties and shall continue in effect until terminated as provided herein.
- 9.4 Indemnification.** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each Party to this agreement agrees to hold harmless each other, its governing board, officers, agents, and employees for any liability, loss, damages, claims, or causes of action caused, or asserted to be caused, directly or indirectly by any other Party to this agreement, or any of its officers, agents or employees as a result of its performance under this agreement.

9.5 Consent to Suit. Nothing in this agreement will be construed as a waiver or relinquishment by any Party of its right to claim such exemptions, privileges and immunities as may be provided by law.

9.6 Invalidity. 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.

9.7 Notices. Any notices, approval, consent, or communications by one Party to another must be in writing and be personally delivered or sent by registered or certified United States Mail, properly addressed to the respective Parties as follows:

COLLEGE STATION
City Manager
PO Box 9960
1101 Texas Avenue
College Station, TX 77842
Tel:(979) 764-2510
Fax:(979) 764-6377

CSISD:
Superintendent
1812 Welsh Street
College Station, TX 77840
Tel: (979) 764-5455
Fax:(979) 764-5492

9.8 Entire Agreement. It is understood that this agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this agreement shall affect or modify any of the terms or obligations hereunder.

9.9 Texas Law. This agreement has been made under and shall be governed by the laws of the State of Texas.

9.10 Venue. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

9.11 Authority to Contract. Each Party has the full power and authority to enter into and perform this agreement and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this agreement. The persons executing this agreement hereby represent that they have authorization to sign on behalf of their respective Governmental Bodies.

9.11 Waiver. Failure of any Party, at any time, to enforce the provision of this agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof.

No term of this agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.12 Agreement Read. The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this agreement.

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

9.14 Multiple Originals. It is understood and agreed that this agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.