

INTERLOCAL AGREEMENT SCHOOL RESOURCE OFFICERS

THIS INTERLOCAL AGREEMENT is hereby made and entered into by and between the CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation (the "City"), and the COLLEGE STATION INDEPENDENT SCHOOL DISTRICT ("CSISD") each acting by and through its duly authorized agents (referred to collectively as the "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 City is a Home Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to Article II, Section 5 of its City Charter; and

WHEREAS, the Parties represent that they are independently authorized to perform those functions or services contemplated by this Agreement; and

WHEREAS, each Party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, the City and CSISD have established a School Resource Officer Program (the "SRO Program"), as hereinafter described; and

WHEREAS, the Parties recognize the potential outstanding benefits of the SRO Program to the citizens of College Station, Texas, and particularly to the students of the CSISD; and

WHEREAS, it is in the best interest of the Parties and the citizens of College Station, Texas 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:

I. DEFINITIONS

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

- (a) "Law Enforcement Officer" means any City of College Station peace officer who has been commissioned under the laws of this state.

- (b) "Chief Law Enforcement Officer" means the Chief of Police of the City. This term also applies to any person designated by the Chief Law Enforcement Officer to act on their behalf in regards to this Agreement.
- (c) "Chief School Administrator" means the School Superintendent of CSISD. This term also applies to any person designated by the Chief School Administrator to act on their behalf in regards to this Agreement.
- (d) "School Resource Officer" ("SRO") means any Law Enforcement Officer who works with and aids the administration and student bodies of A&M Consolidated Middle School, College Station Middle School and A&M Consolidated High School as part of the SRO Program. The SRO meets with students in a non-confrontational setting, and interacts with them as teachers, mentors, and resource persons rather than in an enforcement setting.

II. AGREEMENT

The Parties expressly agree this Agreement is intended to be and should be construed as a contractual document.

III. PURPOSE

The purpose of this Agreement is to work collaboratively with CSISD to assign Law Enforcement Officers to work with and aid the administration and student bodies of A&M Consolidated High School, A&M Consolidated Middle School, and College Station Middle School, to offer primary services as instructors, mentors, and problem-solvers, and work to reduce crime through education and the promotion of positive police/student relations.

IV. DURATION AND CONDITIONS FOR ASSIGNMENT

The Parties agree to assign Law Enforcement Officers to primarily perform classroom instruction, including, only to the extent provided in this Agreement, necessary police protection services, at A&M Consolidated High School, A&M Consolidated Middle School and College Station Middle School. An SRO Program is hereby established in the public school system of CSISD for five years from August 1, 2007 to July 31, 2012.

V. ASSIGNMENTS /JOB DUTIES

A. Rights and Duties of the City.

1. The Chief Law Enforcement Officer shall provide SRO's as follows:
 - a. Number of SROs

(1) The Chief Law Enforcement Officer shall assign SRO's to the following school campuses on a full time basis:

- A&M Consolidated High School
- A&M Consolidated Middle School
- College Station Middle School

- b. The Chief Law Enforcement Officer shall assign two (2) Law Enforcement Officers to A&M Consolidated High School, one (1) to A&M Consolidated Middle School, and one (1) to College Station Middle School to primarily act as classroom instructors, mentors, problem-solvers, and provide positive police-student relations.
- c. All SRO's are assigned to the Special Services Division of the College Station Police Department ("CSPD") and are supervised by the Special Services Division Sergeant.
- d. The Chief Law Enforcement Officer may dismiss or reassign an SRO when it is in the best interest of CSPD and the students of CSISD.
- e. In the event of a resignation, dismissal, or reassignment of an SRO, the Chief Law Enforcement Officer shall provide a temporary replacement for the SRO within five (5) days of receiving the notice of such absence, dismissal, resignation, or reassignment.

2. Regular Duty Hours for SRO's

- 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. SRO's may be temporarily re-assigned by the Special Services Division Sergeant during school holidays and vacations, trainings, or during a period of police emergency.
- b. The SRO hours and days of work are to be considered flexible and can be changed to meet the needs of the Special Services Division by either the Special Services Division Sergeant or by the officer with the Division Sergeant's authorization. During the summer SRO's will be allotted time to attend any required training or college courses to meet CSPD or teaching certificate requirements.
- c. Prior to taking any personal leave time, the campus principal must approve absences. Each SRO will follow the CSPD leave policy; however, no

officer may take personal leave/vacation time during the school year for more than three (3) consecutive days.

- d. At each middle school, when the SRO must be absent for personal leave, CSPD staff training, or CSISD staff training, the school district will provide a substitute teacher.
- e. At A&M Consolidated High School, if an SRO is absent, the other SRO will cover classes for the absent SRO. If both SRO's must be absent on the same day, CSPD agrees to provide a Law Enforcement Officer to be at the school during scheduled hours. In addition, CSISD agrees to provide a substitute teacher if necessary.

3. Duties and Responsibilities of SRO's

- a. The SRO shall act as an instructor for criminal justice courses establishing similar programs at each of the two (2) middle schools and the high school as part of the Career & Technology Program. Topics of instruction include:
 - (1) Fundamentals of Criminal Law;
 - (2) Introduction to Criminal Justice;
 - (3) Crime in America;
 - (4) The Courts and Criminal Procedure;
 - (5) Introduction to Practical Law (Middle School);
 - (6) Introduction to Juvenile Justice (Middle School).

The primary function of the SRO's will be to teach these courses during each semester of the school year. The SRO's will not enforce school or administrative rules, policies, or procedures, except in conjunction with classroom management and teaching functions of that SRO. However, as sworn police officers, the SRO's may take appropriate police action when circumstances dictate.

- b. The SRO's will serve as liaisons between CSISD and CSPD by coordinating police-school shared activities.
- c. The SRO's may promote and present crime prevention and police-community relations programs in schools and/or to any youth/parent/school group that has potential to impact juvenile crime. Programs may include, but are not limited to, law enforcement role in society, drug abuse prevention, personal safety, and other related topics.
- d. The SRO's may consult with students, parents, teachers, and school officials and generally render assistance at every reasonable opportunity through mentoring and problem resolution programs. The SRO will not

give “legal advice” but should be knowledgeable on referral agencies and provide this information to any requesting party.

- e. The SRO’s will work as the Campus Crime Stoppers Program Coordinator at the two middle and high schools. They will be responsible for overseeing the program, filing necessary reports to the Brazos County Crime Stoppers, investigating tip information, maintaining the log books and all paper work for the program, overseeing the pay-off of tip information when necessary, attending monthly meetings, selection of the student Board of Directors, and attend the state conference to keep updated to changes in the Crime Stoppers Program statewide.

4. Additional Duties and Responsibilities

- a. The SRO’s will become familiar with the school, its policies, and the students of each school. They should be a positive role model and build good rapport with the students, investigate crimes occurring on campus, act as guest lecturer in other classrooms on law enforcement related subjects, and provide a police presence to act as a deterrent to crime. They may be asked to substitute for others classes when feasible.
- b. The SRO’s shall report to and will coordinate all school related activities with the principal, or his designee.
- c. The SRO’s should integrate with the students in the following ways: during class breaks, pep rallies, during lunch, and in the classrooms.
- d. Attendance at faculty meetings and staff development sessions are mandatory. The faculty meetings usually occur once a month and the staff development sessions normally are all-day training on a variety of topics related to curricular and instructional issues. This is training the SRO will need and normally does not have access to through the City.

5. Enforcement Action

- a. The primary function of the SRO’s is education, rather than enforcement. However, this does not preclude the officer from taking enforcement action when circumstances dictate.
- b. The SRO’s may make an arrest when called for, according to state law and CSPD policy.
- c. If at all possible, the SRO’s should “stabilize” any enforcement situation and turn enforcement action over to patrol officers rather than making arrests or issuing citations. An on duty patrol unit will be called to transport the arrested person to the appropriate detention facility. As soon

as classroom requirements allow, the SRO will complete and submit required reports on any arrests made.

- d. The SRO's shall not witness or carry out any discipline imposed by school officials. School policies will be enforced by school personnel. They may utilize internal school discipline procedures such as referrals to the principal for violations of school policies or rules.
- e. If the SRO is not available due to being in class or off campus, a patrol unit will be called to handle the enforcement action.
- f. The SRO's may educate and counsel truants, but will not pursue and discipline them. Proper referrals to CSISD will be made regarding truants. The school attendance person or school principal may contact the SRO to notify them of a truant so that the appropriate action may be taken.
- g. The SRO's may contact patrol officers to attempt to locate truants or juvenile probationers who are not in school as required.
- h. The SRO's may inform Juvenile Probation when probationers are not in school as required.
- i. The SRO's will not be used on searches initiated by school personnel, including situations where drug sniffing dogs or other searches for contraband are used under school policy. This does not exclude them from performing any searches necessary to protect themselves or others or other searches under normal police powers.

B. Rights and Duties of CSISD

- 1. The Chief School Administrator shall provide the SRO of each middle school and the high school following materials and facilities, which are deemed necessary for the performance of the SRO's duties:
 - a. A secure area/classroom for instruction, storage of equipment and communications.
 - b. A dedicated private office for the high school and middle school SRO's which shall have a telephone that can be used for private counseling and general business purposes.
 - c. A desk/work station, chair, filing cabinets, and office supplies.
 - d. Access to a computer.

2. In the event that the principal of the school in which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principals shall first counsel with the SRO in an attempt to resolve the situation; second meet with the SRO and the Special Services Division Sergeant to resolve the situation; third meet with the Special Services Division Sergeant and division commander. If the situation cannot be resolved or improved, then the principal shall recommend to the Chief School Administrator that the SRO be removed from the program and his school and the reason therefore, in writing. Within a reasonable time after receiving the recommendation, the Chief School Administrator shall advise the Chief Law Enforcement Officer. If both administrators so desire, they, along with any other specified staff members deemed necessary, may meet with the SRO to mediate or resolve any problems that exist. If, within a reasonable amount of time after such mediation the problem cannot be resolved, or if no mediation is sought by either Administrator, then the SRO shall be removed from the program and a replacement shall be obtained.

VI. FUNDING

A. CSISD agrees to pay 75% of the SRO salaries and benefits. College Station agrees to pay 25% of the SRO salaries and benefits. The City of College Station will invoice CSISD in April of each year for the total costs of CSISD's portion of the SRO's salaries and benefits.

B. Salaries and benefits package includes:

Total Wages	Total Additional Pays
Certification Pay/Work	Acc. Death & Dismemberment
Longevity Pay	Group ins-Emplr Pd
Training Specialist Pay	Group Life Ins (WB)
Uniformed Cleaning Allowance	Long Term Disability
	Medicare Portion/Soc Sec
	Social Security-Emplr Pd
	TMRS
	Unemployment Comp
	Worker's Comp Ins

C. The City may dedicate two police vehicles to the SRO Program to be shared by the four SRO's. The City will provide all police uniforms, weapons, and other police equipment. The City will also provide all police in-service training that is required of all other Law Enforcement Officers.

D. CSISD will provide educational staff development and school supplies needed for classroom instruction. CSISD and the City of College Station will share in the costs related to the SRO's obtaining their Texas Teaching Certificate, the annual costs of

both the NASRO Conference (2 officers) and the Trade and Industrial Conference (2 officers.)

VII. EMPLOYMENT STATUS OF THE SRO

School Resource Officers shall remain employees of the College Station Police Department and shall not be employees of CSISD. CSISD and College Station Police Department acknowledge that the SRO's are Law Enforcement Officers, who shall uphold the law under the direct supervision and control of the CSPD. The SRO's shall remain responsive to the chain of command of CSPD. The SRO's will serve to assist the principals and other members of the school community.

VIII. APPOINTMENT AND QUALIFICATIONS OF THE SRO

A. CSPD will maintain the responsibility, while receiving significant input from CSISD, for the recruitment, interviewing, and overall evaluation of the SRO's. CSISD reserves the right to evaluate the SRO on individual teaching skills and performance in the classroom and agrees to provide copies of written evaluations to the Special Services Division Sergeant for purposes of conducting his own evaluation and monitoring of their job performance.

B. The SRO's must meet the requirements by the state and CSISD for obtaining a teaching certificate, including a combination of education and law enforcement experience.

C. Applicants to the SRO Program must meet the following requirements:

1. A sworn, non-probationary member of CSPD, holding the rank of either senior or master officer.
2. At least three years of sworn law enforcement experience and a four year degree from an accredited college or university, or a minimum of five years law enforcement experience.
3. Must complete the required college course for teacher certification within the time allotted by the state teacher certification agency and the City. The department requires the SRO to enroll during the first summer upon assignment and complete the courses within two (2) years.

IX. 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.

X. EXECUTION/EFFECTIVE DATE/TERMINATION OF AGREEMENT

This Agreement shall become effective immediately upon execution by all Parties and shall continue in effect until terminated as provided herein.

Any Party to this Agreement may terminate its participation in this Agreement by providing ninety (90) days written notice as provided herein to the Presiding Officer of each Party. In the event of termination of this Agreement, compensation will be made to the City for all SRO services performed to 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 termination of this Agreement.

XI. GENERAL TERMS

A. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No modification 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.

B. **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.

C. **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.

D. **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 this Agreement with legal terms and conditions approximating the original intent of the Parties.

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

COLLEGE STATION:

Chief of Police
Michael Clancey
College Station Police Department
2611 Texas Avenue South
College Station, Texas 77840

Additional Contact Information:

Tele: (979) 764-3605
E-Mail: mclancey@cstx.gov
Fax: (979) 764-3468

with copy to:

City Manager
Glenn Brown
1101 Texas Avenue South
College Station, Texas 77840

Tele: (979) 764-2510
E-Mail: gbrown@cstx.gov
Fax: (979) 764-6377

CSISD:

Superintendent
Dr. Eddie Coulson
College Station ISD
1812 Welsh Street
College Station, Texas 77840

Tele: (979) 764-5455
E-Mail: ecoulson@csisd.org
Fax: (979) 764-5492

F. Entire Agreement. It is understood that this Agreement contains the entire agreement between the Parties and supercedes 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.

G. Amendment. 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 both Parties.

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

I. Place Of Performance. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

J. Authority To Enter 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 corporations.

K. Waiver. Failure of any Party, at any time, to enforce a 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.

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

M. 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.

N. 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.

EXECUTED this the _____ day of _____, 2007, by **CITY OF COLLEGE STATION.**

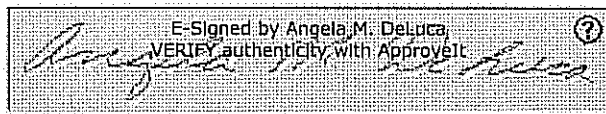
CITY OF COLLEGE STATION

By: _____
Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:



City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Mayor of College Station, Texas, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2007.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2007 by
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

**COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT**

By: _____
EDDIE COULSON
Superintendent

ATTEST:

APPROVED AS TO FORM:

Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared EDDIE COULSON, Superintendent for College Station Independent School District, College Station, Texas, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein sated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2007.

Notary Public, State of Texas
My Commission Expires: _____