

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is hereby made and entered into by and between the **CITY OF LULING, TEXAS** (hereinafter “City”), and the **LULING INDEPENDENT SCHOOL DISTRICT**, a Texas Local Government (hereinafter “LISD”) 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 Parties have sufficient funds available from current revenues to perform the functions contemplated by this agreement; and

WHEREAS, Section 37.0814 of the Texas Education Code sets out certain security requirements for LISD; and

WHEREAS, the LISD has requested the City establish a School Resource Officer Program (hereinafter “SRO”), with law enforcement officers from Luling Police Department (hereinafter “LPD”) and

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

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

NOW, THEREFORE IN CONSIDERATION of the recitals and mutual covenants made herein by the City and LISD 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 The term “Chief of Police” means the Chief of Police of the City of Luling. This term also applies to any person designated by the Chief of Police to act on their behalf in regards to this Agreement.

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

1.3 The term “Law Enforcement Officer” means any City of Luling Peace Officer who has been commissioned under the laws of this state.

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

1.5 The term “School Resource Officer” (“SRO”) means any Law Enforcement Officer who works with and aids the administration and student bodies of Shanklin Elementary, Gerdes Junior High, and Luling High School 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 LISD. This is accomplished by assigning a Law Enforcement Officer 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 will establish a trusted channel of communication with students, parents, and teachers. The SRO 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.

ARTICLE III

TERM AND TERMINATION

3.1 The term of this agreement is for one (1) year. The Parties agree to assign a Law Enforcement Officer to perform Law Enforcement duties at Shanklin Elementary, Gerdes Junior High, and Luling High School during the term of the Agreement.

3.2 Any Party to this agreement may terminate its participation in this agreement by providing sixty (60) 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. LISD 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.

ARTICLE IV

SCHOOL ASSIGNMENTS

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

- a.** One (1) SRO to split time between Shanklin Elementary, Gerdes Junior High, and Luling High School primarily acting as a law enforcement presence and provider of positive police- student relations.

4.2 After receiving significant input from the campus principals who will be sharing the SRO, School Resource Officer ILA

the Superintendent will determine the amount of time an SRO spends at any particular school campus.

ARTICLE V
SCHOOL RESOURCE OFFICER DUTIES AND RESPONSIBILITIES

5.1 Administrative Duties will include, but not limited to:

- a.** The SRO 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 LPD. Responsibility for the conduct of SRO personnel, both personally and professionally, shall remain with the LPD. The Luling Police department will assign supervisory personnel to oversee the program. The SRO shall remain an employee of the LPD and shall not be an employee of the LISD.
- c.** All acts of commission shall conform to the guidelines of the LPD's Policy and Procedure Manual.
- d.** The SRO will not enforce "school or house rules" The SRO is not a school disciplinarian 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.
- e.** The SRO will assist staff with unusual or temporary problems related to law enforcement matters which may require the SRO to be assigned to monitor halls, buses, cafeterias, etc.
- f.** The SRO will be visible and present on campuses before, during, and after school to align with times that students are present. Office work should be prioritized to be completed when students are not on campus.

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

- a.** The 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 LPD or at the direction of the Chief of Police.
- c.** Prior to taking any personal leave time, the school principal must be made aware of the SRO's absence. The SRO will follow the LPD leave policy; however, no officer may take personal leave/vacation time during the school year without prior approval from their LPD supervisor.
- d.** When the 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 LPD will make reasonable efforts to provide a police presence for that campus by assigning a police officer. The failure of LPD to provide a police presence in the temporary absence of the SRO is not considered a default of this Agreement. 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 LPD dispatch at the non-emergency number or dial 9-1-1 in case of an emergency.
- e.** The SRO is subject to current policy and procedures that are in effect for all LPD 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 LISD in maintaining lawful order on school property while in full LPD uniform at all times or other apparel approved by the LPD.
- b.** Enforce the laws of the State of Texas and City Ordinances of Luling and protect the students, teachers, staff, and public against criminal activity.
- c.** Take enforcement action on criminal matters according to LPD 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 LPD 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 LISD 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 LPD and LISD administration, principals, and staff.
- e.** The SRO will not replace any school counselor nor are they to conduct or offer any formal psychological testing or counseling.
- f.** The SRO 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.

ARTICLE VI

SELECTION, TRANSFER AND REMOVAL OF SRO

- 6.1** Notice of SRO job openings will be made to all Law Enforcement Officers at LPD through regular postings. LPD 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 LPD representatives as determined by the Chief of Police and representatives of the school for which the SRO will be assigned as determined by the Superintendent. 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 LPD will maintain the responsibility, while receiving significant input from the LISD, for the recruitment, interviewing, and overall evaluation of the SRO's.
- 6.3** If the LISD 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 LISD and the LPD. 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.

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

6.5 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 LISD.

6.6 In the event of the resignation, retirement, dismissal, reassignment, extended absence, or other vacancy of an assigned SRO, the LPD shall make every reasonable effort to provide a qualified temporary replacement as soon as practicable in order to maintain uninterrupted SRO services for LISD. LPD shall make every reasonable effort to assign a permanent SRO within thirty (30) school days of receiving notice of the vacancy. If the LPD is unable to do so because a qualified or appropriately trained officer is not available, the LPD shall promptly notify LISD in writing of the circumstances, provide an anticipated timeline for filling the position, and continue to provide law enforcement coverage to the campus through qualified officers to the extent reasonably possible until a permanent SRO can be assigned. LPD shall prioritize the selection and required training of a permanent replacement and keep LISD informed of its progress.

ARTICLE VII

SCHOOL DISTRICT RESPONSIBILITIES

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

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

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

7.6 Police Vehicle

a. The City will keep one fully equipped LPD Patrol Vehicle for SRO use in their duties at the campuses and for emergency calls as needed. This vehicle will be used by the SRO for the safety and security of the faculty and students of the schools.

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

c. The City will pay for all costs associated with the acquisition, repairs, upkeep and other associated costs for the life of the Patrol Vehicle(s).

ARTICLE VIII
SALARY AND BENEFITS OF SRO

8.1 LISD agrees to reimburse the City for 75% of the annual salaries, fringe benefits, uniforms/equipment, and duty weapons/body armor of the SRO's.

8.2 LISD shall pay all expenses related to off-duty security performed by LPD personnel including those off-duty securities performed by SRO's.

8.3 LISD will pay all costs cost associated with SRO related training.

8.4 The City will invoice LISD quarterly for the costs of LISD's portion of the SRO's expenses detailed above.

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:

LULING:

City Manager
509 E Crockett St.
LULING, TX 78648

Additional Contact Information:

Tel: (830) 875-2481

LISD:

Superintendent
115 W Bowie
LULING, TX 78648

Tel: (830) 875-3191

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 Caldwell and Guadalupe 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.

**LULING INDEPENDENT
DISTRICT**

By: _____
Superintendent
Date: _____

By: _____
School Board President
Date: _____

CITY OF LULING

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____