

**SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** is hereby made and entered into by and between the **CITY OF JOHNSON CITY, TEXAS**, A Texas Home Rule Municipal Corporation (hereinafter "City"), and the **JOHNSON CITY INDEPENDENT SCHOOL DISTRICT**, a Texas Local Government (hereinafter "JCISD") 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**, the City has established a School Resource Officer Program (hereinafter "SRO"), with law enforcement officers from Johnson City Police Department (hereinafter "JCPD") and

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

**WHEREAS**, it is in the best interest of the Parties and the citizens of the City and students of JCISD to implement the SRO Program;

**NOW, THEREFORE IN CONSIDERATION** of the recitals and mutual covenants made herein by the City and JCISD 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 Johnson City. 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 JCISD. 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 Johnson City 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 all JCISD campuses 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 JCISD. 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 will establish a trusting channel of communication with students, parents, and teachers. The SRO 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** The SRO 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** The term of this agreement is for one (1) year. The Parties agree to assign Law Enforcement Officers to perform Law Enforcement duties at all JCISD campuses 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. JCISD 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 one (1) SRO to JCISD on a full-time basis during Fall and Spring Semesters to primarily act as a law enforcement presence, mentor, provide **law enforcement related services to JCISD, and** positive police-student relations.

**4.2** After receiving significant input from the campus principals who will be sharing SRO, the Chief of Police 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**

- a. **Clock in and out of service in accordance with Johnson City Employee Policy and notify dispatch when on and off duty.**
- b. The day-to-day operation and administrative control of the SRO Program will be the responsibility of the JCPD. Responsibility for the conduct of SRO personnel, both personally and professionally, shall remain with the JCPD. The Johnson City Police department will assign supervisory personnel to oversee the program. The SRO shall remain an employee of the JCPD and shall not be an employee of the JCISD.
- c. All acts of commission shall conform to the guidelines of the JCPD'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.

**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 JCPD or at the direction of the Chief of Police **or JCISD with notice to the Chief of Police (escorts, or events outside of normal school hours).**
- c. Prior to taking any personal leave time, the school principal must be made aware of the SRO absence. The SRO will follow the JCPD leave policy.
- d. When an SRO is temporarily absent from his or her assigned campus for training or other reasons on a day that the school is in session, **On duty JCPD patrol officers will be responsible for responding to calls for service at any JCISD location.** 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 Blanco County dispatch at the non-emergency number 830-868-7104 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 JCPD officers, including attendance **and** all mandated training and testing to maintain state peace officer licensing and certification. This training and certification take place throughout the year and may necessitate the temporary absence of the SRO from his or her assigned campuses.

**5.3 Law Enforcement Duties**

- a. Assist JCISD in maintaining lawful order on school property while in full JCPD uniform at all times or other apparel approved by the JCPD.
- b. Enforce the laws of the State of Texas and City Ordinances of Johnson City and protect the students, teachers, staff, and public against criminal activity.

- c. Take enforcement action on criminal matters according to JCPD 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 JCPD Policy.
- f. Serve as a member on each campuses "Safe and Supportive School Program Team". The team conducts behavioral threat assessments by reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior and who gathers and analyzes data to determine the level of risk and appropriate intervention.
- g. Communicate with JCISD staff administration regarding potential criminal or mental health related matters to proactively prevent criminal activity.
- h. Patrol areas between and in vicinity of JCISD properties for traffic violations (school zones) and suspicious activity.
- i. The SRO will be available to assist JCPD on non-school related matters if reasonably necessary at the discretion of the SRO, request of another officer or at the command of a JCPD supervisor. Such incidents may include but are not limited to major crashes where assistance with traffic control is needed, any officer in Blanco County (JCPD, BCSO, BPD, TPWD, DPS) requesting immediate assistance, and any critical incident where another officer would be needed. If such events occur, the SRO will return to his/her duties at JCISD as soon as practical.

#### **5.4 Educational and Counseling Duties and Responsibilities**

- a. Provide information about law enforcement topics to students and staff.
- b. Provide informational programs for JCISD 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 JCPD and JCISD 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 will give advice to help resolve issues between students that involve matters that may result in a criminal violation, disturbances, and disruptions.

**g.** If at any time the SRO may need to visit the home of a student, the SRO will notify a supervisor and school administrator prior to the visit. The purpose, context and result of the visit will be documented as a call for service in accordance with JCPD policy.

**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 JCPD through regular postings. JCPD policy at the time of the opening will be followed during the selection process for SRO. The officer(s) will be interviewed by a board consisting of JCPD representatives as determined by the Chief of Police, the JCISD representatives 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 JCPD will maintain the responsibility, while receiving significant input from the JCISD, for the recruitment, interviewing, and overall evaluation of the SRO.

**6.3** If the JCISD is dissatisfied with the performance of the 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. Page 6 of 9 School Resource Officer ILA

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

**6.5** The Chief of Police or his appointed designee may dismiss or reassign the SRO when it is in the best interest of the City or JCISD.

**6.6** In the event of a resignation, retirement, dismissal, or reassignment of a SRO, JCPD will **be available to respond to calls for service at all JCISD**. Within thirty (30) school days of receiving notice of such dismissal, resignation, retirement, reassignment JCPD **will post regular notices of the job opening and begin the hiring process as soon as practical**.

## **ARTICLE VII** **SCHOOL DISTRICT RESPONSIBILITIES**

**7.1** JCISD 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** JCISD 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 **with internet access**.

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.

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

#### 7.5 Police Vehicle

a. ~~The City will provide~~ One fully equipped JCPD Patrol Vehicle ~~for the~~ will be provided for the SRO to use in their duties 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 JCISD.

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

c. The City will pay for all repairs, upkeep and other associated costs for the life of the Patrol Vehicle. The Patrol Vehicle will be on a six (6) year replacement schedule.

d. JCISD and the City will each pay for one half of the purchase price of each fully equipped SRO Patrol Vehicle.

### ARTICLE VIII SALARY AND BENEFITS OF SRO

8.1 JCISD agrees to reimburse the City for 50% of the annual salaries, fringe benefits, overtime, and travel expenses of the SRO.

8.2 JCISD shall pay all expenses related to off-duty security performed by JCPD personnel including those off-duty securities performed by the SRO.

8.3 The City and JCISD will evenly share the cost of all SRO related training.

8.4 The City will invoice JCISD in April of each year for the total costs of JCISD's portion of the SRO's salary, 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:

**City of JOHNSON CITY:**

Chief Administrative Officer Tel: (830) 868-7111  
Chief of Police Tel: (830) 868-0995

**JCISD:**

Superintendent Tel: (830) 868-7410

**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 Blanco 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.

**9.12 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.

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

**9.14 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.

**9.15 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.

**Johnson City Independent School District**

**City of Johnson City**

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
School Board President

By: \_\_\_\_\_  
Chief Administrative Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_