

**SCHOOL RESOURCE OFFICER PROGRAM INTERLOCAL AGREEMENT
BETWEEN
SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND CITY OF SAN MARCOS ACTING BY AND THROUGH THE SAN MARCOS
POLICE DEPARTMENT**

This AGREEMENT is made by and between the SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (SMCISD) and the CITY OF SAN MARCOS acting by and through its Police Department (DEPARTMENT) as follows:

WITNESSETH:

WHEREAS the SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT agrees to enter into an agreement with the DEPARTMENT and the DEPARTMENT agrees to provide for the SMCISD and to manage a School Resource Officer (SRO) Program in the SMCISD; and

WHEREAS the SMCISD and the DEPARTMENT desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the SMCISD;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 Goals and Objectives** – It is understood and agreed that the SMCISD’S and the DEPARTMENT’S officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:
- 1.1 To foster educational programs and activities that will increase student's knowledge of the law and law enforcement agencies, as well as their rights and ability to file grievances;
 - 1.2 To protect the health, safety and welfare of all students, employees, and citizens by acting swiftly and cooperatively with SMCISD’s Superintendent, Campus Administrators, and personnel when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
 - 1.3 To encourage SROs to provide traffic control at schools when deemed necessary for the safety and protection of students and the general public;
 - 1.4 To encourage SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;
 - 1.5 To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school; and
 - 1.6 To cooperate with law enforcement officers in their investigations of criminal offenses which occur on or off campus related to SMCISD students.

2.0 Employment and Assignment of School Resource Officer

- 2.1. The SROs shall be employees of the DEPARTMENT and shall be subject to the administration, supervision, and control of the DEPARTMENT. The SROs are not employees of the SMCISD. The individual assignment of the SROs that are designated participants in this program will be determined by the mutual agreement of the SMCISD Superintendent, or the Superintendent's designee, and the DEPARTMENT's Chief of Police, or his designee.
- 2.2. The DEPARTMENT agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the DEPARTMENT. The SROs shall be subject to all other personnel policies and practices of the DEPARTMENT.
- 2.3. The DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. The DEPARTMENT shall hold harmless and indemnify the SMCISD, including its officers, employees, and agents, from and against any and all claims, lawsuits, causes of action, grievances, costs and losses arising out of allegations of unfair or unlawful employment practices or conditions brought by any SRO.
- 2.4. In the event an SRO is absent from work, the SRO shall notify his supervisor in the DEPARTMENT. The DEPARTMENT will then notify the principal and agrees to assign, if available, another SRO, to substitute for the SRO who is absent. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive workdays, the DEPARTMENT agrees to assign a substitute SRO to assume and perform the duties of the SRO who is absent from work, which said substitute shall be approved by both parties.
- 2.5. An SRO shall be subject to reassignment to another campus or removal from the SRO Program from SMCISD for failure to comply with an assigned duty or failure to advance the goals and objectives of the SRO Program. Such removal will be made by the Chief of Police in consultation with the principal of the campus at which the SRO is assigned.

3.0 Duty Hours

- 3.1. Officers assigned to the SRO Program will work at times designated and agreed by the SMCISD Superintendent, or the Superintendent's designee, the appropriate campus Principal, the City of San Marcos Chief of Police and SRO Supervisor. The maximum number of hours that a SRO officer shall be on duty in a regular workweek shall be 40 hours. Any hours worked that are not part of the SRO regular workweek shall be subject to the CITY OF SAN MARCOS AND SAN MARCOS POLICE OFFICERS' ASSOCIATION current MEET AND CONFER CONTRACT (SMPOA Contract) agreed to and signed by both parties and related to all SAN MARCOS POLICE DEPARTMENT OFFICERS, including those assigned as a SRO. Hours worked and kept by the City of San Marcos shall be submitted bi-weekly to the SRO supervisor and available for review by the SMCISD Superintendent, or the Superintendent's designee upon request.
- 3.2. Paid time includes authorized leave with pay.

- 3.3 The SROs shall preferably be on duty at their respective school(s) from fifteen (15) minutes before the beginning of the students' instructional day until fifteen (15) minutes after the end of the students' instructional day unless modified by the mutual agreement of the DEPARTMENT and SMCISD Superintendent, or the Superintendent's designee, and the campus Principal. During that time period they shall be allowed one-half hour (1/2 hour) lunch period.
- 3.4 It is understood and agreed that time spent by SROs attending court for juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement, but only if the hours worked fall under a SROs regular workweek. All hours worked that are not part of the SROs regular workweek will be subject to any overtime, court time or call-back pay, as applicable under the SMPOA Contract.
- 3.5 In the event of an emergency one or more SROs are ordered by the DEPARTMENT to leave their school duty station during normal duty hours as described above and to perform other services for the DEPARTMENT, the time spent shall not be considered hours worked under this Agreement unless the emergency involves and relates to the officer's assigned duties under the SRO Program at SMCISD.

4.0 Basic Qualifications of School Resource Officers (SROs) - To be an SRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a commissioned officer and should have two (2) years of law enforcement experience. Preference for selection to the SRO program will be shown for officers who have already obtained their Intermediate or Master Peace Officer Proficiency Certification, as specified in Commission Rules 221.1 and 221.3;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, SMCISD Board policies, SMCISD Student Code of Conduct, Texas Education Code, and regulations;
- 4.3 Shall be capable of conducting in depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills, which would enable the officer to function effectively within the school environment.
- 4.6 Shall have at minimum the following certification courses as delineated by TCOLE: Child Abuse Prevention and Investigation (2105); Use of Force (2107); Arrest, Search and Seizure (2108); and Crisis Intervention Training (3841).
- 4.7 The SRO program will work to implement restorative justice practices, including the goal of repairing harm through inclusive processes that engage all stakeholders, as well as shifting discipline from punishment to learning and rehabilitation/restoration for minor, non-violent offenses. Stakeholders should be in agreement to pursue such processes for each incident. SROs will seek to understand and address the circumstances which contributed to a crime occurring.

SROs shall agree to abide by the District's Student Code of Conduct at all times.

- 4.8 SROs will work to implement the statutory goals of the Juvenile Justice Code, which include but are not limited to:
- A. strengthen public safety;
 - B. promote the concept of punishment for criminal acts;
 - C. remove, where appropriate, the taint of criminality from children committing certain unlawful acts;
 - D. provide treatment, training and rehabilitation that emphasizes the accountability and responsibility of both the parent and the child for the child's conduct. (§51.01, Texas Family Code).

5.0 Duties of School Resource Officers

- 5.1 To protect lives and property of the school district, employees, students, and citizens of San Marcos and any property located within the jurisdictional boundaries of SMCISD.
- 5.2 To enforce and comply with federal, state, and local laws and ordinances, as well as SMCISD approved policies that do not conflict with the DEPARTMENT's rules and regulations. The DEPARTMENT is not responsible for complying with SMCISD's personnel-related policies or the SMCISD Student Code of Conduct.
- 5.3 To investigate criminal activity committed on or adjacent to school property.
- 5.4 To counsel public school students in special situations when the officer deems it necessary or it is requested by the Principal or the Principal's designee or the SMCISD Superintendent, or the Superintendent's designee. Any such counseling will be conducted with a minimum of two people present in addition to the recipient of the counseling.
- 5.5 To answer questions that students may have about Texas criminal or juvenile laws, as well as how to report crimes and violations of their rights.
- 5.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned. However, SMCISD will investigate school related issues and will turn over to SRO's when appropriate.
- 5.7 To provide security for special school events or functions, such as PTA meetings, at the request of the SMCISD Superintendent, or the Superintendent's designee, or Campus Administrator.
- 5.8 To provide traffic control during the arrival and departure of students when deemed necessary, including but not limited to issuing traffic citations on SMCISD property, parking lots and private drives.
- 5.9 To serve as liaison between the designated campus administration and the DEPARTMENT.
- 5.10 To perform other duties as assigned by the SMCISD Superintendent, or the Superintendent's designee, and campus principal and approved by the DEPARTMENT and which advance the goals and objectives of the SRO Program.

- 5.11 All SROs shall be required to submit weekly reports to the SRO supervisor which may be made available to the SMCISD Superintendent, or the Superintendent's designee, excluding content related to sensitive criminal investigative information or identifiers.
- 5.12 SRO's will not be allowed to ask students about their immigration status. As per Supreme Court Ruling, *Plyler V. Doe (1982)*, all students have a constitutional right to attend public school regardless of immigration status.

6.0 Reporting Structure

- 6.1 As employees of the DEPARTMENT, SROs shall follow the chain of command as set forth in the DEPARTMENT Policies and Procedure Manual.
- 6.2 In the performance of their duties, SROs shall coordinate and communicate any permissible information set forth by the DEPARTMENT with the principal or the principals' designee of the school to which they are assigned including strategies to prevent and minimize criminal activity on or near campuses. SROs shall coordinate and confer with the SMCISD's Superintendent, or the Superintendent's designee, and campus principal when possible.

7.0 Training/Briefing

- 7.1 All SROs may be required by the DEPARTMENT to attend training and briefing sessions. These sessions will be held at the discretion of the DEPARTMENT's Division Commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and SRO officers. The SMCISD Superintendent, or the Superintendent's designee, may be allowed to attend the briefing sessions and to participate in the briefing.
- 7.2 The SMCISD will provide training regarding Board of Education Policies, regulations and procedures during the term and times depicted on this Agreement. The DEPARTMENT shall ensure that all SROs shall have all applicable and required training as required by state and federal laws and regulations.
- 7.3 The DEPARTMENT ensures that SROs shall maintain their required (40) hours of continued education every two years, with curriculum to include but not limited to: Use of Force; De-escalation; Implicit Bias or Cultural Diversity; and Professional Policing.
- 7.4 The DEPARTMENT ensures that SROs will receive continued training in recognizing and de-escalating criminal matters involving mental health, disorders, and drug abuse.
- 7.5 The DEPARTMENT ensures that SROs will receive in-service and continued education on juvenile laws related to rehabilitation and not punishment.
- 7.6 The DEPARTMENT's SROs shall comply with all legal statutes relating to search and seizure and use of force.

8.0 Dress Code- SROs shall be provided an appropriate uniform by the DEPARTMENT.

9.0 Supplies and Equipment- The DEPARTMENT agrees to provide each SRO with the following equipment.

- 9.1 Properly equipped law enforcement motor vehicles, subject to availability;
- 9.2 The DEPARTMENT agrees to maintain all vehicles assigned to SROs;
- 9.3 The DEPARTMENT agrees to pay for gasoline, oil, replacement tires, and other expenses associated with the operation of the said vehicles;
- 9.4 The DEPARTMENT agrees to purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount minimally required under State law;
- 9.5 The DEPARTMENT agrees to provide the standard issue pistol and rounds of ammunition for each SRO;
- 9.6 The DEPARTMENT agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties;
- 9.7 The SMCISD will provide SROs with equipment and office space to ensure that the goals set forth in this agreement are met.

10.0 Term of Agreement

- 10.1 The term of this agreement shall begin on August 23, 2021, the first day of the 2021-2022 school year, and end on May 23, 2022; however, the term of this agreement may change due to the COVID 19 Pandemic (“Pandemic”) and changes that the Pandemic may cause to the SMCISD school year. SMCISD and the Department agree that the term of this Agreement may change based on orders or guidance issued by the federal government, state government, the City of San Marcos, Hays County the SMCISD Board of Trustees, and the Texas Education Agency; however, the term of this Agreement shall not exceed beyond the 2021-2022 school year. This agreement cannot be changed, terminated, or modified other than as provided in the provisions herein outlined in this agreement.
- 10.2 The DEPARTMENT reserves the right to terminate the SRO Agreement and shall provide 30 days written notice of such intent to the SMCISD. SMCISD reserves the right to terminate the SRO Agreement and shall provide 30 days written notice of such intent to the DEPARTMENT.

11.0 Consideration

- 11.1 For budgeting purpose, SMCISD should inquire each year of the DEPARTMENT as to the anticipated salary grade and step and benefits for officer or officers assigned as School Resource Officers.
- 11.2 SMCISD will pay the DEPARTMENT an amount equal to 50% of the annual salary and benefits costs of the SRO officers.

- 11.3 SMCISD will make payment to the DEPARTMENT on a reimbursement basis, billed bi-monthly out of the current fiscal year's revenues.
- 11.4 The initial payment for 2021-2022 shall be made no later than October 31, 2021.
- 11.5 If this agreement is terminated for any reason by either party during the course of a school year, SMCISD will be obligated to pay only a pro-rated portion of the annual cost of the SRO program payable by SMCISD as per section 11.2, and the DEPARTMENT will refund to SMCISD any excess amount paid to the DEPARTMENT.

12.0 Evaluation

It is mutually agreed that SMCISD may annually evaluate the SRO Program and the performance of each SRO. It is further understood that the SMCISD'S evaluation of each officer is on an advisory capacity only and that the DEPARTMENT retains the final authority to evaluate the performance of the SROs. The SMCISD Superintendent, or the Superintendent's designee, and the Liaison Officer from the DEPARTMENT shall meet to discuss the status of the SRO Program and its officers, as both parties determine to be necessary.

- 12.1 The SMCISD shall create a mechanism by which to collect feedback from caregivers, staff, and students regarding the SRO program.

13.0 Exchange of Information

It is mutually agreed that SMCISD and the SROs will work together to curtail criminal activity on SMCISD property. All SROs shall share any information with the SMCISD Superintendent, or the Superintendent's designee, and Principals in relation to an arrest or an investigation involving SMCISD personnel or students within 24 hours of the incident, except if such sharing of information impedes or obstructs the investigation of a crime or such sharing is prohibited by law. If a SRO withholds information or refuses to share information with the SMCISD Superintendent, or the Superintendent's designee or campus Principal after an oral or written request has been made and there is no justifiable reason for the withholding of the information, then the SRO shall be removed from SMCISD, upon the request of SMCISD. To the extent allowed by the Family Educational Rights and Privacy Act and the Texas Education Code, SMCISD shall share information relevant to the prosecution or investigation of a crime with the SROs.

14.0 Relationship Of The Parties

Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied, and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

The DEPARTMENT, its employees, agents, and representatives, are not in any manner employed by SMCISD. Additionally, it is agreed upon, that the SMCISD employees, agents, and representatives, are not employees of or agents of the DEPARTMENT. Each political subdivision is responsible for the acts or omissions of its own employees, agents, or representatives.

15.0 Enforcement

- 15.1 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be constructed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

- 15.2 Force Majeure. Neither the DEPARTMENT nor SMCISD shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of nature/natural disasters, strikes, lockouts, material, or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of the CITY OF SAN MARCOS POLICE DEPARTMENT or the SMCISD is unable, wholly, or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party within three (3) days as follows:

BY CERTIFIED MAIL OR HAND DELIVERY

SMCISD

Michael A. Cardona, Superintendent
P.O. Box 1087
San Marcos, Texas 78667

City of San Marcos

Bert Lumbreras, City Manager
630 East Hopkins
San Marcos, TX 78666

- 15.3 Agreement. This Agreement represents the complete School Resource Officer Program Agreement between the DEPARTMENT and the SMCISD.

- 15.4 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing with dates of amendments sequent to the date of this Agreement, and duly executed by the parties to this Agreement.

- 15.5 Texas Law to Apply. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this Agreement are performable in Hays County, Texas.

EXECUTED this the _____ day of _____, 2021

Michael Cardona
SMCISD

Bert Lumbreras, City Manager
City of San Marcos, Texas

APPROVED AS TO FORM:

Micheal J. Cosentino, City Attorney
City of San Marcos, Texas

Stephen Trautmann, Jr., Legal Counsel
SMCISD