

**Agreement Between**  
**The Georgetown Independent School District**  
**And**  
**The City of Georgetown, Texas**  
**For**  
**The School Resource Program**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between THE GEORGETOWN INDEPENDENT SCHOOL DISTRICT, (hereinafter referred to as the “School”), and THE CITY OF GEORGETOWN, TEXAS, (hereinafter referred to as the “City”), sets forth the specific terms and conditions by which the School Resource Officer Program (hereinafter referred to as the “SRO”) will be administered for the 2019-2020 school year.

**SERVICE**

Pursuant to Chapter 791, Texas Government Code, the Texas Interlocal Cooperation Act (the “Cooperation Act”) the parties are empowered to contract with each other for the performance of governmental functions, including police protection, and as permitted in § 37.081 of the Texas Education Code.

**ASSUMPTIONS**

- A. The School and the City share a mutual goal of ensuring a learning environment in Georgetown that is free from the fear of crime, violence and victimization by providing law enforcement and related services to the public schools of Georgetown, Texas; and
- B. The School and the City recognize the potential outstanding public safety benefits that both the School Resource Officer program will provide to the students, teachers, and staff of the public school system and all the citizens of Georgetown Texas; and
- C. The School and the City desire to build and maintain a positive relationship between Police Officers and the youth of our community; and
- D. The best interests of the School, the City, and the entire community will be served by establishing these programs,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School and the City hereby agree as follows:

## **ARTICLE I**

The School Resource Officer Program is hereby established in the public school system of Georgetown, Texas for the 2019-2020 school year beginning August 15, 2019 and ending May 28, 2020.

## **ARTICLE II**

The Police Department shall provide the following, which are deemed necessary to the success of the Program and the performance to the duties of the officer:

A. Number and Assignment of Officers

1. The Police Department shall assign one (1) regularly employed SRO to the Georgetown High School campus.
2. The Police Department shall assign one (1) regularly employed SRO to the East View High School campus.
3. The Police Department shall assign one (1) regularly employed SRO to the Tippit Middle School campus.
4. The Police Department shall assign one (1) regularly employed SRO to the Forbes Middle School campus.
5. The Police Department shall assign one (1) regularly employed SRO to the Benold Middle School campus.
6. The Police Department shall assign one (1) regularly employed SRO to the Wagner Middle School.
7. The Police Department shall assign one (1) regularly employed SRO who will serve as the Sergeant over the SRO Unit.
8. The SROs will be stationed at their respective campuses, however, will serve as needed in other areas and/or other campuses as mutually agreed upon between the Chief of Police and the Superintendent of Schools.
9. All SROs shall be full time Georgetown Police Department employees that are certified Peace Officers for the State of Texas and meet all requirements as set forth by the Texas Commission on Law Enforcement Officers Standards and Education, the City of Georgetown, and the Georgetown Police Department.

B. Supervision

1. The day to day operation and administrative control of the officer will be the responsibility of the Georgetown Police Department. Responsibility for the officer's conduct, both personally and professionally, shall remain with the Georgetown Police Department.

The Georgetown Police Department shall provide supervisory personnel to oversee the SRO program. The Police Department shall assign a SRO Sergeant as the supervisor to oversee the officers listed above. The Sergeant may be stationed at any campus mutually agreed upon by the Chief of Police and the Superintendent of Schools.

C. Equipment

1. Georgetown Police Department uniforms.
2. Standard duty gear.
3. 800 MHz radio.
4. Vehicle and all cost associated with the operation and maintenance of the vehicle.
5. All City software applications.

D. Training

1. All training required by TCLEOSE for officers of the State of Texas.
2. The City shall be responsible for funding all training, and all cost related to said training, in areas deemed necessary by the City.

**ARTICLE III**

The School shall provide the following, which are deemed necessary to the success of the Program and the performance to the duties of the officer:

A. Facilities & Equipment

1. Access to an air-conditioned and properly lighted private office that shall contain a telephone that may be used for general business purposes.
2. A desk with drawers, a chair, worktable, filing cabinet, and office supplies.

3. A computer with a minimum of 900 MHz Processor capable of accessing the City network.
4. A location for files and records which can be properly locked and secured.
5. Secretarial assistance on an as needed basis.
6. Office supplies.

B. Training

1. The School shall be responsible for funding all costs for the attendance to the National School Resource Officers Training Conference.
2. The School shall be responsible for funding all training, and all cost related to said training, in areas deemed necessary by the School.

C. Personnel

1. School personnel that witness a criminal act or matter requiring attention or action by the SRO shall serve as a witness to said act. Witnessing includes, but is not limited to, a verbal account of actions involved, preparing a signed written report detailing all the circumstances of the act, and testifying in any court in which a criminal complaint has been filed in prosecution of said act.
2. Opportunity for the officer to address teachers and school administrators regarding criminal justice or safety matters relating to students, teachers, or staff during in-service workdays.
3. Provide and Encourage classroom participation by the officer.
4. Communicate to the Program Supervisor any expectations or requested changes to the Program in future years.

**ARTICLE IV**

The following shall establish regular duty hours, compensation for overtime, reassignments, and leave time for the SRO.

A. Duty Hours of School Resource Officers

1. The SRO shall be assigned to the High School/Middle School on a full time basis. The workweek of the SRO shall consist of no more than 40

hours in accordance with Section 142.0015 of the Texas Local Government Code.

2. The campus Principal and the SRO Supervisor shall agree upon the assigned SRO's work schedule in accordance with Section A.1. above. Assigned SROs must agree to hours in excess of 40 during a calendar week. Work in excess of 40 hours in a calendar week shall be compensated in accordance with Article IV, Section B. During their daily tour of duty, the SRO may be off campus to perform tasks as required by their assignment. Any time the SRO will be off campus, the SRO will notify the Principal, or the Principal's designee, prior to their absence.
3. Time spent by the SRO attending mandatory training or court arising out of their employment as a Police Officer shall be considered as hours worked under this agreement.
4. The regular workday hours of the SRO may be adjusted by the School on a temporary basis for specific situations. These adjustments will require the prior approval of the SRO's supervisor.
5. The City may temporarily reassign the SRO for situations deemed to be a Public Safety emergency.
6. Leave time should routinely be taken at times when the school is not in session. The officer's supervisor and the Principal of the campus to which they are assigned must approve all requests for leave time during the SRO's normal work periods.

**B. Overtime Hours for School Resource Officer**

1. If the School requests the officer to work in excess of 40 hours within a work week, the School will reimburse the City for the additional hours at the officer's overtime rate as billed by the City.
2. If the City requests the officer to work in excess of 40 hours within a work week, the City will be responsible for paying for the additional hours in accordance with established overtime procedures.
3. Officers who enter into a contractual agreement with the School for School related duties such as coaching duties, intramural after school programs or teaching shall be paid by the School in accordance with the School's established procedures. Such contractual agreements shall receive the prior approval of the officer's supervisor and must be in accordance with Police Department policy.

4. SROs shall have first priority to work “Direct Pay” overtime hours authorized by school administration, at their respective campus, for security, sporting events and other special programs or projects. All overtime worked shall be in accordance with departmental policy.

C. Overtime for Backfill Coverage

1. During SRO absences such as mandatory training, authorized vacation, or short term illness the affected campus will be without an SRO. Options for coverage under these circumstances will include, but are not limited to the following:
  - a. place remaining SROs “on call” for the affected campus;
  - b. assign remaining SROs to share time across campuses; or
  - c. backfill vacancy via “Direct Pay” assignment of an off duty officer to be paid by GISD.
2. During SRO absences not identified in Article IV. C. 1., the Chief of Police and the Superintendent of Schools or designee, will collaborate to reach a mutually beneficial decision to ensure adequate campus coverage based upon the anticipated duration of the SRO absence. Options for coverage under these circumstances will include, but are not limited to the following:
  - a. place remaining SROs “on call” for the affected campus;
  - b. assign remaining SROs to share time across campuses;
  - c. backfill vacancy via “Direct Pay” assignment of an off duty officer to be paid by GISD;
  - d. backfill vacancy via internal assignment of an officer to be paid by the City; or
  - e. reassignment of a new SRO to the position.

**ARTICLE V**

Duties of the officers and Supervisor involved in the program shall include, but not be limited to, the following:

A. Duties of Officers Assigned to the School

The following shall be in addition to, and not in lieu of, and will in no way relieve the City of its obligation to provide, routine patrol services on the same basis as are provided to other School campuses or other properties within the City.

1. Duties and responsibilities of the SRO:
  - a. Protection of the lives and property of the students, teachers, staff members and visitors of the GISD school campuses as directed.

- b. Enforcement of Federal, State and Local criminal laws and ordinances.
- c. Investigations of criminal activity and accidents occurring at assigned campuses.
- d. Provide traffic control during the arrival and departure of students on an as needed basis, based upon a law enforcement determination of need.
- e. Provide assistance to other law enforcement officers with outside investigations concerning GISD students or in matters regarding their school assignment.
- f. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- g. Make the principal of the school aware of any law enforcement action taken, as soon as practicable.
- h. At the principal's request, take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law.
- i. Advise the principal before requesting additional police assistance on campus, when practicable.
- j. Coordinate their activities with the principal and staff members concerned.
- k. Seek permission, advice, and guidance prior to enacting any program within the school.
- l. Encourage individual and small group discussions with students, to further establish rapport with the students.
- m. Make themselves available for conference with students, parents and faculty members in order to assist them with problems of law enforcement or crime prevention nature.
- n. Become familiar with all community agencies offering assistance to youths and their families, such as mental health clinics, drug

treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school.

- o. Coordinate all security efforts at their assigned campuses including the coordination of a safety audit of the campus and develop a long-range plan for campus safety. The plan will incorporate input from school staff, students and parents.
- p. Assist the principal in identifying situations or school protocol, on campus or during school sponsored events, which have a potential for becoming dangerous situations and develop action plans, through long term problem solving, in an attempt to prevent or minimize their impact.
- q. Maintain detailed and accurate records of the operation of the School Resource Officer Program.
- r. School Resource Officers are not to be used for routine administrative duties such as lunchroom duty, hall monitor, bus duty, or other monitoring duties. If there is a problem in one of these areas, the SRO may assist the school until the problem is solved.

2. Instructional responsibility of the SRO at the secondary schools:

- f. All instruction by the SRO shall be as a guest speaker. The principal or a member of the faculty may request the SRO to provide instruction. The SRO shall not be asked to teach on a full-time basis.
- g. Make a variety of specialized, short-term law related presentations available to the high school faculty and students.
- h. Develop an expertise in various subjects that can be presented to the students. Such subjects should include a basic understanding of the laws, the role of the police officer and the police mission, and other topics that relate to student or school safety.

3. Duties and Responsibilities of Supervisor

- a. Program development and administration.
- b. Approving reports, overseeing problem solving efforts, providing leadership, training, direction, evaluations,



- c. Establishing rapport with the school Principals and GISD staff.
- d. Performing scheduled and non-scheduled visits to the school campuses.
- e. Liaison with School Principals.

## **ARTICLE VI**

### Financing of the SRO Program

The School and the City each agree to pay 50% of the total annual cost associated with the SRO program, which will include salary, benefits, and all other related cost not specifically addressed elsewhere in this agreement.

The City will prepare an itemized summary of the total program cost for the school year immediately approaching and submit it to the School each year prior to the passage of the School's budget in order to determine an exact budgetary amount payable by each entity.

The City will prepare and submit an invoice to the School, payable to the City, during the term of the school year.

## **ARTICLE VII**

### Dismissal of S.R.O; Replacement

- A. In the event the Principal of the school to which either officer is assigned feels that the Officer is not effectively performing their duties, the Principal shall request a meeting with the officer's supervisor in an attempt to correct the situation.
- B. If the working relationship between the Principal and the officer does not improve, mediation between the two parties may be held to attempt to resolve any problems that still exist.
- C. If within a reasonable amount of time after such mediation the problems cannot be resolved, the Principal may recommend to the Supervisor that the officer be removed from the program at his/her school and shall state the reasons therefore in writing.
- D. The Chief of Police and the Superintendent of Schools shall jointly determine the status of the Officer and a replacement shall be made if the Officer is removed from the school.

- E. The Chief of Police may dismiss or reassign an Officer based upon Department Rules, Regulations and/or General Orders or when it is in the best interest of the School or the City.
- F. In the event of the resignation, termination, dismissal or reassignment of an Officer, the City shall provide a replacement for the Officer within thirty (30) school days of receiving notice of such.
- G. In the event of a long-term absence by an Officer, the City shall provide a temporary replacement for the Officer within thirty (30) school days of receiving notice of such until such time as the Officer may reassume their duties.
- H. Transfers will not be permitted during the school year, except under special circumstances such as vacancies or promotions or when it is deemed in the best interest of the program and subject to the joint approval of the Chief of Police and the Superintendent of the Schools. Officer's requesting transfer to a new school should submit a request in writing prior to the beginning of the school year.

## **ARTICLE VIII**

### Termination of Agreement

This agreement may be terminated by either party upon thirty (30) days written notice that either party has failed to substantially perform in accordance with the terms and conditions of this Agreement, and an attempt to mediate the issue has proven unsuccessful.

Either party, upon ninety (90) days written notice, may terminate this Agreement without cause. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the City for all services performed to the date of termination.

## **ARTICLE IX**

### Notices

Any and all notices or any other communication herein required or permitted shall be in writing, and may be effected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

Superintendent Fred Brent, Ed.D.  
Georgetown Independent School District  
507 E. University Ave.  
Georgetown, TX 78626

Chief Wayne Nero  
Georgetown Police Department  
3500 D B Wood Rd.  
Georgetown, Texas 78628

## **ARTICLE XI**

### Good Faith

The School, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation. Each party hereto acknowledges and represents that their respective governing body has duly authorized this Agreement.

## **ARTICLE XII**

### Entire Agreement

This document constitutes the full understanding of the parties, and supersedes all prior understandings and agreements between the parties. No terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties to be charged.

## **ARTICLE XIII**

### Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the School and the City is obtained.

## **ARTICLE XIV**

### Invalid Provisions

Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

## **ARTICLE XV**

### Applicable Laws

This Agreement shall be construed in accordance with the laws and constitutions of the United States and the State of Texas. All obligations hereunder are performable in

Williamson County, Texas, and venue for any action arising hereunder shall be in Williamson County, Texas.

**ARTICLE XVI**

Renewal of Agreement

Unless written notice of a party's intent not to renew this Agreement is given to the other party before the date of termination, this Agreement will automatically be renewed for an additional one (1) year term beginning on August 1 and terminating on May 31 of the ensuing year.

**ARTICLE XIV**

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, this the \_\_\_\_ day of \_\_\_\_\_, 2019, for the 2019-2020 school year.

THE GEORGETOWN INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
School Board President

THE CITY OF GEORGETOWN

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Mayor

## ATTACHMENT - A

The following is a breakdown of the actual annual cost, per officer, related to funding the program for the 2019-2020 school year.

	<u><b>ACTUAL</b></u>	<u><b>GISD 50%</b></u>
Personnel Salary/Benefits/Insurance - SRO SGT	\$112,186.50	\$ 56,093.25
Personnel Salary/Benefits/Insurance - SRO 2	\$ 90,229.92	\$ 45,114.96
Personnel Salary/Benefits/Insurance - SRO 3	\$ 90,560.90	\$ 45,280.45
Personnel Salary/Benefits/Insurance - SRO 4	\$ 95,272.20	\$ 47,636.10
Personnel Salary/Benefits/Insurance - SRO 5	\$ 94,852.68	\$ 47,426.34
Personnel Salary/Benefits/Insurance - SRO 6	\$ 79,856.42	\$ 39,928.21
Personnel Salary/Benefits/Insurance - SRO 7	\$ 95,481.58	\$ 47,740.79
 Total actual annual cost for 6 officers and 1 Sgt:	 <b>\$658,440.20</b>	 <b>\$329,220.10</b>

\* This one-time cost is for the initial 2019-2020 school year only.