



## SPECIAL CITY COUNCIL MEETING

---

City Hall Council Chambers, 298 West Washington Street  
Tuesday, August 15, 2023 at 5:30 PM

---

### AGENDA

#### CALL TO ORDER

#### PUBLIC HEALTH AND SAFETY COMMITTEE

Bob Newby, chair; LeAnn Durfey, Lonn Reisman, Maddie Smith

- [1.](#) Consider Approval of a Memorandum of Understanding with Stephenville ISD for School Resource Officers for 2023-2024

#### ADJOURN

*Note: The Stephenville City Council may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session allowed under Chapter 551, Texas Government Code.*

***In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.***



## STAFF REPORT

**SUBJECT:** Approve the City of Stephenville and SISD School Resource Officer Annual Memorandum of Understanding 2023-2024

**DEPARTMENT:** Police

**STAFF CONTACT:** Dan M. Harris, Jr.

### RECOMMENDATION:

Approve the City of Stephenville and SISD School Resource Officer (SRO) Annual Memorandum of Understanding 2023-2024.

### BACKGROUND:

This mission of the SRO program, under this agreement is to place community policing officers in designated schools within SISD to build working relationships with schools, students, and parents; to address on-site security; to combat school violence; to provide drug abuse and crime prevention education; to serve as positive role-models for students; and to provide a direct link with the police department.

This year's request is to increase from two (2) SRO Police Officers to three (3) SRO Police Officers assigned to SISD. This MOU is valid for the 2023 – 2024 school year.

On August 21, 2023, the SISD School Board will meet to approve the City of Stephenville and SISD SRO annual memorandum of understanding.

### FISCAL IMPACT SUMMARY:

The city will provide one patrol car for each SRO and one that is equipped for K-9 operations. In addition the city will provide uniforms and equipment along with required training. All personnel costs and recurring K-9 equipment are the SISD responsibility.

### ALTERNATIVES

## MEMORANDUM OF UNDERSTANDING

### City of Stephenville and Stephenville Independent School District for the School Resource Officer

#### I. Purpose

The purpose of this Memorandum of Understanding is to document the respective roles and responsibilities of the City of Stephenville (the City) and the Stephenville Independent School District (the School District) regarding the hiring, equipping, supervising, housing, and other logistical considerations for School Resource Officers (SROs) assigned to the School District.

The mission of the School Resource Officer program is to place community policing officers in designated schools within the School District to build working relationships with schools, students, and parents; to address on-site security; to combat school violence; to provide drug abuse and crime prevention education; to serve as positive role-models for students; and to provide a direct link with the police department.

#### II. City of Stephenville Responsibilities

The City, through its police department, will be responsible for the following:

1. Providing three (3) sworn police officers for service as School Resource Officers on the school campuses designated by the School District. Providing equipment and supplies including, but not limited to, uniforms and a police radio, and other such equipment as required for performance of their duties.
2. Selection of Personnel. In the event of an SRO vacancy the police department will create and implement a selection process involving members of the department, school district and members of the community as appropriate. The Chief of Police has the final say in personnel selections.
3. School Resource Officer Duties. SROs will perform law enforcement duties for the school district on designated campuses that include protecting the safety and welfare of persons, protection of school property and building positive relationships with students, parents and school district personnel. SROs will not engage in duties associated with routine student discipline and school administrative tasks. The district and department will create and agree on a specific document that outlines SRO duties. See **Appendix 1 SRO JOB DESCRIPTION, RESPONSIBILITIES AND DUTIES**.
4. Keeping the School District informed, as appropriate, of any changes to federal and state laws, as well as case law, which may affect the School Resource Officer Program.
5. Notifying promptly the School District of anticipated changes in funding, personnel assignments, or performance issues related to the School Resource Officer.
6. Allowing School District participation in the development of SRO utilization strategies.

7. Documenting the activities and achievements of the SRO with periodic progress reports.
8. Preparing an annual evaluation of each SRO, with input from school district officials, prior to the start of the school year.
9. Providing one SRO as a K9 handler on school campuses designated by the School District, who will be certified as a K9 handler and be responsible for having a Police Canine (K9) assigned to them and all responsibilities associated with that type of assignment as directed by Stephenville Police Department General Order 8.8, Police Canine Operations.
10. Providing one marked patrol vehicle for each SRO including one that will be equipped for police canine operations.
11. Ensure that all necessary and required training for K9 handler and Police Canine are accomplished successfully and that all required certifications are maintained.

### III. Stephenville Independent School District Responsibilities

The School District will be responsible for the following:

1. Providing office space with appropriate furnishings on the respective campuses for use by SROs.
2. All personnel costs related to the employment of SROs assigned to the school district.
3. All costs related to the purchase of Police Canine (K9).
4. All costs related to initial training and certification of Police Canine (K9) and K9 handler.
5. All costs related to equipment for Police Canine (K9) including but not limited to kennels, bowls, leashes, and other related items.
6. All costs related to equipment and up-fitting of marked police vehicle with necessary K9 equipment.
7. All recurring costs related to care of Police Canine (K9) including but not limited to food, preventative veterinary care, and emergency veterinary care for the service life of Police Canine (K9).
8. Providing routine administrative support (e.g. telephone and in-building paging/answering service) and office supplies to SROs while on campus.
9. Including SROs in school staff meetings relevant to the SRO mission.
10. Permitting SROs adequate time to complete necessary in-service training, professional development and training requirements to maintain SROs' peace officer certifications.
11. Notifying the City of changes in the number of student days in a school year.

12. To establish and follow written procedures for referring police involvement;
13. To train District staff in accordance with the procedures outlined herein as well as existing district policies involving student health and safety; and
14. To cooperate with and support the SRO and the City Police Department in a proactive manner to ensure that the SRO program meets the expectations of the District, City Police, students, parents and community.
15. Saving and holding harmless the City and its employees, from all liability, of any nature, including costs, and expenses for, or on account of, any claims, audit exceptions, demands, suits, or damages of any character whatsoever resulting from injuries or damages sustained by students and their property or School District personnel and property, resulting in whole or part from the performance or omission of any employee, agent, or representative of the City.

**IV. The School District and City agree to the following general provisions:**

1. The agreement is subject to audit at any time within three years of the termination of this MOU and thereafter as provided by law to determine that services were proper, and the billings were correct.
2. This MOU and any addendums signed by both parties are the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this MOU shall be in writing and signed by both parties. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.
3. Providing supervision and employee administrative support to School Resource Officers including work schedules, continuing education, pay administration, and the like.
4. This MOU is subject to the availability of local, state, and/or federal funds. If funds are not available or if available funding is reduced, written notice of termination, payment suspension, or funding reduction will be provided by either affected party.
5. In the event either party fails to perform in accordance with the provisions of this MOU, the other party may, upon 30 days' written notice, terminate the MOU in whole or in part.
6. In the event notice of termination is given, all work by the City shall cease on the effective date of the termination. The City shall be paid for all work performed prior to the notice of termination in accordance with the terms of the MOU. Final invoices shall be submitted to the School District no later than 30 days following the date of termination of this contract.
7. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions hereof will not be affected or impaired, and such remaining provisions will remain in full force and effect.
8. Billing Period: Annually, September 1<sup>st</sup> through August 31<sup>st</sup>.

- 9. Failure to enforce any provision of the MOU does not constitute a waiver of that provision, or any other provision, of the contract.
- 10. This MOU and any addendums signed by both parties represents the entire agreement between the parties.
- 11. This agreement will undergo an annual review to adjust, as necessary, any over- or under-payments by the School District. These adjustments will be reflected in the subsequent year's invoice for SRO services.
- 12. The School District understands and agrees that all SROs assigned to the school district will be employees of the City of Stephenville and subject solely to the control of the City of Stephenville. While the School District and the City will consult with each other as to the most effective use of the SRO, ultimate authority as to the disposition, placement, use, discipline, and all other matters relating to employment of SROs will be with the City.

**V. SRO Continuation Plan**

The City and School District agree to continue the SRO program. The School District will reimburse the City for the SRO's salary and benefits.

**VI. MOU Period**

This agreement is for a period of one year from August 15<sup>th</sup>, 2023, to August 15<sup>th</sup>, 2024, or upon 90 days' written notification by either party requesting that the agreement should be reviewed. For purposes of the agreement, the contacts are Superintendent, Stephenville ISD, and Chief of Police, Stephenville Police Department.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 15th day of August 2023.

CITY OF STEPHENVILLE

\_\_\_\_\_  
Doug Svien, Mayor

Attest:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Eric Cederstrom, Superintendent

## APPENDIX 1

### **JOB DESCRIPTION, RESPONSIBILITIES AND DUTIES OF SCHOOL RESOURCE OFFICER (SRO):**

#### **GOALS:**

The job of a school resource officer is varied, diverse and demanding. It is the goal of both the Stephenville Police Department and the Stephenville Independent School District to develop, create and maintain a professional SRO program that provides top-notch services to our students, our schools and our community.

#### **UNIFORM:**

The SRO will wear the regular police patrol uniform or K9 patrol uniform and drive a fully equipped patrol vehicle. More casual attire may be worn, with permission from the SRO's supervisor, when the SRO is participating in school activities, training and school athletics that make wearing a uniform impractical.

#### **JOB ACCOUNTABILITY:**

The SRO will be primarily accountable to the Department and reports directly to a dayshift patrol sergeant for operational matters. The SRO is supervised by the Operations lieutenant. He/she is expected to maintain an accurate accounting of cases worked, training received, number and type of presentations made and to whom, overtime worked, specials details, and all other information worthy of reporting. This reported information will be due on a semester basis and is to be forwarded to the Chief via the SRO's chain of command.

SRO time sheets will be signed off on every two weeks by a school administrator assigned to the SRO campus.

#### **ON-DUTY STATUS:**

The SRO will normally work 7:30 AM to 4:00 PM, Monday through Friday, with Saturday and Sunday off. He/she may adjust the work schedule, with the approval of their immediate supervisor, in order to accommodate school activities and requests. The SRO shall check on each day with dispatch and/or the field supervisor, unless other arrangements are made in advance with the supervisor.

The SRO is expected to leave information for school officials and his/her supervisor regarding his/her whereabouts when off campus. When school is not in session (i.e. holidays, summer vacation, midyear breaks, etc.), the SRO will create a work schedule with his/her supervisor.

#### **SRO DUTIES AND RESPONSIBILITIES - GENERAL :**

The SRO will:

- Foster educational programs/activities to increase each student's knowledge of and respect for the law and the function of law enforcement;
- Attend extracurricular activities held at the District's schools within the City, when

feasible, and promote a positive relationship between students and law enforcement officials;

- Understand school policies regarding how to distinguish disciplinary infractions to be handled by school officials versus criminal activity that warrants SRO involvement;
- Review enforcement and investigative techniques at local schools and work with District personnel to provide in-service training to staff with regard to crisis management and school security;
- Work with the District's personnel to advise concerning vehicular and traffic safety on and around the school campuses;
- Act swiftly and cooperatively when responding to disruptions and criminal offenses at school or on school grounds, such as: disorderly conduct by trespassers; the possession and/or use of weapons on campus; the possession, sale, distribution or use of alcohol or controlled substances; rioting or dangerous demonstrations; serious acts of vandalism; etc.;
- Make reports of criminal offenses as per Department regulations as warranted, and investigate such acts that may occur at schools;
- Provide assistance to other officers of the Department or other law enforcement agencies in their investigations of criminal offenses which are alleged to occur off campus, but may be related to school activities;
- Familiarize themselves with the many issues confronting students, e.g., alcohol and drug use, gang involvement, weapons, bullying, and teenage suicide;
- Work collaboratively with the District, other SROs, and other law enforcement agencies to create safe and drug free schools and promote healthy youth development. This may include drug searches, home visits and wellness checks as appropriate;
- Provide direct intervention to children who are victims, witnesses, or perpetrators of violent crime;
- Participate in SRO Program evaluation by providing data and assisting with analysis and recommendations through partnership meetings;
- Provide assistance in the development of a Safe School Plan and crisis preparedness guidelines for schools;
- Handle the primary responsibility of responding to calls for service and investigating crimes at assigned Stephenville ISD campuses within the City;
- Conduct follow-up on reports taken by patrol officers when appropriate;
- Establish genuine rapport between students, faculty and parents while being available to students, parents and faculty before, during and after school;
- Provide a safe, healthy and secure environment on campus and in the immediate proximity of the campus;
- Provide routine marked police car patrol and visible foot patrol during the most critical times to discourage unlawful and antisocial behavior;
- Provide security at public meetings held by the district as needed;
- Provide intelligence to law enforcement and school officials relative to gang or drug activities and enforcement;
- Give educational presentations to student body, faculty, administration, PTSA and other school-based groups relative to laws, the role of law enforcement and other applicable



subjects;

- Serve as a resource for Stephenville ISD and the Department by providing safety programs, special drug education classes and juvenile gang awareness and prevention programs in the schools and assisting staff with presentations and instruction in developing age-appropriate curriculum;
- Train school administrators and faculty on gangs, youth subcultures and substance abuse;
- Encourage input from the school and community to inform ongoing policies that promote a safe and inclusive school environment;
- Train Department personnel on the role of the SRO and on school issues important for officers to know;
- Be a liaison for the school, police and probation, and the community to keep all informed of activities of others who may be at risk or inclined to cause problems or commit crimes;
- Assist police investigators with information that will help solve cases;
- Help school staff in lessening campus tension and provide assistance to campus supervisors as needed;
- Consider diversion opportunities for youth, rather than arrest, when appropriate;
- Communicate and coordinate with the patrol and investigations;
- Use discretion in handling confidential material and information;
- Use the resources provided for the prevention, observation, intervention, investigation, and reporting of unlawful acts;
- As needed, attend District activities outside of the regular duty hours.
- Coordinate all activities with the principals and staff members concerned and seek permission, advice and guidance prior to enacting any program within the school.
- Grow professionally through study and participation in professional activities, including recommended SRO trainings, including the Texas TCOLE required/recommended SRO training/certification.

#### **RELATIONSHIPS:**

It is most important that the SRO become acquainted with school officials and understand school priorities and procedures, as well as state and local laws relevant to school safety and order. The SRO should also attend faculty meetings, assemblies and classrooms as often as possible and work in cooperation with school officials in building positive relationships. The SRO shall conduct himself/herself in a manner that will reflect favorably on the Department. He/she is a positive role model, serving as a good example of the professional law enforcement officer. The SRO should show respect for students, faculty, staff, administrators and parents and display fairness and consistency in handling issues that occur.

#### **PREVENTATIVE STRATEGIES:**

SROs provide classes on drug use, underage drinking, drinking and driving, peer pressure, bullying, cyber bullying, gang awareness, sexual assault awareness, and student privacy, search and seizure and other laws that apply to students, careers in law enforcement, and various other safety issues.

#### **GEOGRAPHY:**

The SRO should become thoroughly familiar with the campuses being served and learn of any troublesome locations on and off campus. Complete knowledge of campuses helps

develop preventative tactics and techniques that promote a safe school environment.

**POLICE REPORTS:**

Staff members and site administrators shall only request police assistance when (1) necessary to protect the physical safety of students and staff; (2) required by law; or (3) appropriate to address criminal behavior of persons other than students. Police involvement should not be requested in a situation that can be safely and appropriately handled by the District's internal disciplinary procedures. In the event that staff and or SROs are unclear, the principal or other designated school administrator should be contacted immediately to make a determination. Calls for service at schools requiring or resulting in written crime reports will normally be the responsibility of the SRO, if the reported incident is directly school-related and the SRO is readily available. When the SRO is not available, the Patrol Division may handle the call for service. Crime reports needing additional follow-up may be assigned to the Investigations division if the SRO is unable to complete it.

**STUDENT DISCIPLINE:**

Stephenville ISO administrators have primary responsibility to ensure consistent enforcement of school rules and policies. If the administrator believes an incident is in violation of the law, he/she may contact the SRO to determine whether law enforcement action is appropriate.

Stephenville ISO administrators shall prioritize alternatives to school removals and police involvement. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses, including disorderly conduct; disturbance/disruption of schools or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest).

STEPHENVILLE POLICE DEPARTMENT

\_\_\_\_\_  
Dan M. Harris Jr., Chief of Police

STEPHENVILLE INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Eric Cederstrom, Superintendent