

Appendix C
City of Bryan, Bryan Police Department and Bryan Independent School District
School Resource Officer Program Memoranda of Understanding

**C.1 City of Bryan, Bryan Police Department and Bryan Independent School District
School Resource Officer Program Memorandum of Understanding (2011-12)**

School Resource Officer Program
Memorandum of Understanding
2011-2012

1. PARTIES

1.1 This agreement is entered into between the City of Bryan, Texas, hereinafter referred to as the "City", the Bryan Police Department, hereinafter referred to as the "Police Department" and the Bryan Independent School District, hereinafter referred to as the "District".

2. PURPOSE OF AGREEMENT

2.1 The purpose of this agreement is for the Police Department to assign uniformed police officers and marked patrol cars to the schools outlined on Attachment A, for the School Resource Officer Program per the terms of this agreement.

2.2 The School Resource Officers, hereinafter referred to as "SRO", will work with the school administrator(s) to provide alcohol and drug education, gang resistance education, maintain a peaceful campus environment, and take appropriate action regarding illegal activity occurring on-campus or at school related functions.

3. TERMS OF THE AGREEMENT

3.1 This Agreement shall be effective on the 22nd day of August 2011, and shall be in effect for a period of one year. **(3.1.1d)**

3.1a As needed, one or more SROs will be available a week prior to the first day of school (8/22/11) for BISD staff training.

3.2 The Police Department shall provide SRO's to provide service to the designated campuses on each day that school is in regular session. The District will provide the Police Department with a school calendar for the upcoming school year on or before June 1st of each year.

3.3 During days that schools are not in session, a SRO is subject to other assignments as determined by the Police Department.

3.4 The agreement shall be reviewed annually prior to renewal. **(3.1.1h)**

3.5 All police reports, citations, and other written documents generated by the SRO are the property of the City and will be maintained by the Police Department. **(3.1.1c)**

4. OBLIGATIONS OF PARTIES (3.1.1g)

4.1 The City, including the SROs, shall have the status of an independent contractor for the purposes of this Agreement. A SRO assigned to the District is an employee of the City and shall not be considered an employee of the District. As such, the SRO shall be subject to Police Department control, supervision, policies, procedures and General Orders. **(3.1.1f) (3.1.2) (3.1.1e)**

4.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Police Department's policies as established for its employees. The City shall maintain appropriate Worker's Compensation and Unemployment Insurance coverage for each SRO in accordance with coverage maintained for all other police officers employed by the City. **(3.1.2) (3.1.1e)**

4.3 The Police Department will provide the SRO with uniforms and equipment in accordance with Police Department policy.

4.4 The District will provide the SRO with a portable two-way radio or program an existing radio to enable the SRO to communicate directly with the campus administrator. Preferably, the SRO will carry only one portable radio for all communication purposes.

4.5 The Police Department will provide the SRO with all training necessary for the acquisition and maintenance of state licensing and certification requirements for police officers.

4.6 The District will provide the SRO with necessary training specific to the function of the SRO, including but not limited to the Basic School Resource Officer course approved by the Texas Commission on Law Enforcement Officer Standards and Education, District policies regarding student confidentiality and guidelines regarding the Federal Education Right to Privacy Act (FERPA). The district will be responsible for any and all expenses arising from such training, including travel, lodging and meals in accordance with district policy. The Police Department will provide a vehicle for training travel. The District will consult with the Police Department to determine training needs prior to either party registering or committing to training.

4.7 The SRO is subject to current procedures in effect for City police 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/her assigned campus. **(3.1.2) (3.1.1e)**

4.8 When a SRO is temporarily absent from his/her assigned campus for training or other reasons on a day that the school is in session, the Police Department will make reasonable efforts to provide a police presence for that campus by assigning other SROs or police officers to spend a portion of the school day on the affected campus. When a police officer is needed on campus at times when the SRO or other officer is not on campus, school personnel should call police dispatch at 361-3888 (non-emergency) or dial 9-1-1 in case of emergency.

4.9 The District will provide the SRO with access to an office that affords security and privacy and such equipment as is necessary at the assigned school. This equipment should include, but is not limited to, a telephone, fax, copier, filing space capable of being secured and access to a computer and/or secretarial assistance.

5. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

5.1 The SRO Program Selection Panel will be comprised of Police Department representatives as determined by the Chief of Police and the principal of the school for which a SRO is being selected. The Chief of Police or his appointed designee will make the final decision on all appointments and assignments related to the SRO program.

5.2 A SRO may request to transfer to another school. The transfer may be approved provided:

5.2a The principals of each affected school agree with the transfer;

5.2b The SRO supervisor, Day Patrol Division Commander and Operations Bureau Commander agree with the transfer; and

5.2c The transfer is approved by the Chief of Police or his appointed designee.

5.3 If the District is dissatisfied with the performance of an SRO; the District will notify the SRO program supervisor who will attempt to resolve the issue to the satisfaction of both the District and the Police Department. If the SRO program supervisor cannot resolve the issue, he/she will refer the issue with a recommended course of action to the Day Patrol Division Commander.

5.4 The Police Department may take appropriate corrective or disciplinary action regarding any allegation of misconduct on the part of an SRO in accordance with Police Department policy and civil service guidelines.

5.5 The Department is responsible for providing annual performance evaluations to each SRO, and input from school personnel will be solicited.

5.6 The Chief of Police and/or his appointed designee may dismiss or reassign a SRO based on Departmental guidelines and/or General Orders and when it is in the best interest of the City and/or District.

5.7 In the event of a resignation, retirement, dismissal or reassignment of a SRO, or in the case of long-term absences by a SRO, the Police Department will provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. Long term absences without replacement coverage for a period of ten or more days will result in financial credit being given to the District proportionately for that time based on the salary and benefit section of the agreement as reflected in Attachment B.

As soon as practicable, the Selection Panel shall convene and recommend a permanent replacement for the SRO position

6. SCHOOL RESOURCE OFFICER RESPONSIBILITIES (3.1.1a)

6.1 The SRO will work in concert with the school principal(s), or the school designate, meeting with the principal(s) on a periodic basis.

6.2 The SRO will check in and out with designated school staff upon arriving or departing from campus unless circumstances prevent the SRO from doing so.

6.3 The SRO may provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and safety issues in the school community.

6.4 The SRO will act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.

6.5 The SRO may present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention and safety.

6.6 The SRO may provide informational programs for District staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.

6.7 The SRO will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempts to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.

6.8 The SRO will assist District staff in maintaining order on school property.

6.9 The SRO will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, 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 related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.

6.10 The SRO will refer students and/or their families to the appropriate agencies for assistance when need is determined.

6.11 The SRO shall not act as a school disciplinarian. However, if the principal believes an incident involves a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate.

6.12 The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department and the District.

6.13 Provided further that nothing required herein is intended to or will constitute a relationship or duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officers within the state.

7. COST SHARING (3.1.1b)

7.1 The District agrees to reimburse the City for one-half of the annual salaries, fringe benefits and vehicle operation costs for the officers involved in the SRO Program and one-half of the cost of replacing one fully equipped police vehicle annually as reflected in Attachment B. Reimbursement for the SRO sergeant will be 20% of the sergeant salary and benefits.

7.2 For annual budgeting purposes, the cost of the program will be projected by the Police Department and agreed upon in time for the District and City to incorporate the projection into the annual budget planning process of both entities.

7.3 With the knowledge and consent of the District, the City may apply for a funding grant to offset the cost of the SRO Program or a portion thereof. In the event the City applies for and receives a grant, the District agrees to fund one-half of the City's required funding match. Once grant funding ceases, the District agrees to cost sharing as stipulated in paragraph 7.1 above.

7.4 The City and District will share the cost of training for the SROs as stipulated in paragraph 4.6 above.

7.5 The City shall invoice the District quarterly in equal installments of \$94,197.27 each during the City's fiscal year, being on or about December 31, 2011; March 31, 2012; June 30, 2012; and September 30, 2012. District shall pay within 30 days of invoice date.

7.6 In the event the City does not receive payment within thirty days of the due date, the City is authorized to terminate this agreement without further notice. Further, failure by the City to make demand for payment due is not a waiver of the district's obligation to make timely payment. Further, if the District defaults in the payment of any obligation hereunder, the District is liable for expenses incurred by the City as a result of such default, including but not limited to costs and interest at the rate of one percent (1%) for each month on all past due amounts. The amount of expenses incurred and interest accrued, if any, is deemed to be in addition to any monies due for law enforcement services rendered hereunder.

8. TIME AND PLACE OF PERFORMANCE (3.1.1a)

8.1 The Police Department will assure that the SROs will report to the campus of their assigned school each day that school is in session during the regular school year. Each SRO will work an 80 hour, two week pay period as determined by the school principal

and the SRO supervisor. The SRO's activities will be dedicated to the assigned school campus except for:

8.1a Follow-up home visits when needed as a result of school related student problems.

8.1b School related off-campus activities when the principal requests officer participation and approved by the Police Department.

8.1c Response to off-campus, but school related criminal activity.

8.1d Response to emergency law enforcement activities or court appearances.

8.1e Transport of persons arrested on campus to a detention or holding facility.

8.1f Other official business approved by the SRO's supervisor.

8.2 Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to their being required and should be to cover scheduled school related activity requiring the presence of a law enforcement officer.

8.3 A minimum of two (2) SROs will be available for work on summer school campuses in 2012. These two SROs will work with the summer school administrators to maintain a peaceful summer school campus environment and to take appropriate action regarding illegal activity occurring on campus during that time.

9. TERMINATION AND DEFAULT (3.1.1d)

9.1 Prior to the expiration of the Term, either Party is authorized to terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

9.2 Except as outlined in paragraph 7.6 above, if either party breaches this agreement and/or its obligations hereunder, the non-breaching party shall give written notice thereof and the breaching party shall have 30 days to cure the alleged breach. In the event the breach is not cured within the 30 days, the non-breaching party may terminate this Agreement with or without notice.

9.3 In the event this Agreement is terminated for any reason before the expiration of the term, the City shall prepare a final accounting, as of the effective date of the termination, of the District's share of the SRO Program.

10. NOTICE

10.1 Any notice permitted or required to be given to the City, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Chief of Police
Bryan Police Department
P.O. Box 1000
Bryan, Texas 77805

10.2 Any notice permitted or required to be given to the District, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Superintendent of Instructional Services
Bryan Independent School District
101 N. Texas Avenue
Bryan, Texas 77803

10.3 Notice shall be deemed given upon deposit of the notice in the United States Postal Mail as aforesaid.

10.4 Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

11. MISCELLANEOUS

11.1 The Terms and provisions of this agreement constitute the entire Agreement between the City, the Police Department and the District, and no modification of this agreement is effective unless in writing and executed by all parties. **(3.1.1d)**

11.2 Nothing herein shall be construed as a waiver of any defense or immunity that any part is entitled to by statute or common law.

SIGNED in duplicate originals this 1 day of August, 2011.

Bryan Independent School District


Thomas Wallis, Superintendent

City of Bryan


Eric Buske, Police Chief

**School Resource Officer Program
Memorandum of Understanding**

ATTACHMENT A

- Stephen F. Austin Middle School
- Jane Long Middle School
- Sam Rayburn Middle School
- Bryan High School
- Mary Catherine Harris School
- Bryan Collegiate/DAEP Campus
- James Earl Rudder High School
- Arthur L. Davila Middle School

School Resource Officer Program
Memorandum of Understanding

ATTACHMENT B

**BRYAN POLICE DEPARTMENT
INFORMATIONAL MEMO**

**TO: DR. THOMAS WALLIS, SUPERINTENDENT FOR
INSTRUCTIONAL SERVICES**

**FROM: WAYLAND RAWLS, ASSISTANT CHIEF OF POLICE –
OPERATIONS BUREAU**

THRU: ERIC BUSKE, CHIEF OF POLICE

SUBJECT: SCHOOL RESOURCE OFFICERS

DATE: JULY 21, 2011

For the 2011-12 school year beginning in August 2011, we are projecting the cost of the School Resource Program to be \$814,140.59 based on eight (8) officer positions and one sergeant position allocated to the program. The nine positions include total costs of salaries, benefits, vehicles operating costs and vehicle replacement costs.

We are proposing to share the cost of the program with the school district. The BISD share for the 2011-12 school year will be \$376,789.08.

A breakdown of the cost is reflected in the following table.

	SALARIES	BENEFITS	VEHICLE OPERATING COSTS	ANNUAL VEHICLE REPLACEMENTS
ANNUAL TOTAL	\$554,445.60	\$210,220.99	\$6000.00	\$43,474.00
B.I.S.D. SHARE	\$352,052.08		\$3000.00	\$21,737.00

BPD / BISD School Officer Budgeting For FY 12

SRO Program	Salary	Benefits	Salary & Benefits	BISD Share
Anderson, Alice (Long)	\$64,526.40	\$24,138.33	\$88,664.73	\$ 44,332.36
Martinez, Angel (GRAD/SOS)	\$64,634.40	\$24,166.90	\$88,801.30	\$ 44,400.65
Sennett, John (BHS)	\$64,526.40	\$24,138.33	\$88,664.73	\$ 44,332.37
Mann, Jon (Rudder)	\$64,442.40	\$24,116.10	\$88,558.50	\$ 44,279.25
Boyd, Ellis (SFA)	\$48,690.40	\$19,904.44	\$68,594.84	\$ 34,297.41
Weaver, Allen (Davila)	\$51,678.40	\$20,702.86	\$72,381.26	\$ 36,190.62
Haynes, Dennis (BHS)	\$64,346.40	\$24,090.70	\$88,437.10	\$ 44,218.55
Montoya, Lezli (Rayburn)	\$57,394.40	\$22,232.48	\$79,626.88	\$ 39,813.44
Johnson, Robert (Sergeant)	\$74,206.40	\$26,730.85	\$100,937.25	\$ 20,187.45
TOTAL	\$554,445.60	\$ 210,220.99	\$ 764,666.59	\$ 352,052.08
Cost of New Unit			\$43,474.00	\$ 21,737.00
Vehicle Operation Cost			\$6,000.00	\$ 3,000.00
TOTAL SRO EXPENSE			\$ 814,140.59	\$ 376,789.08

TOTAL PROGRAM COST \$ 814,140.59 \$ 376,789.08

BISD Share in	12/31/11	03/31/12	06/30/12	09/30/12
Quarterly Payments	\$94,197.27	\$94,197.27	\$94,197.27	\$94,197.27

**C.2 City of Bryan, Bryan Police Department and Bryan Independent School District
School Resource Officer Program Memorandum of Understanding (2012-13)**

School Resource Officer Program
Memorandum of Understanding
2012-2013

1. PARTIES

1.1 This agreement is entered into between the City of Bryan, Texas, hereinafter referred to as the "City", the Bryan Police Department, hereinafter referred to as the "Police Department" and the Bryan Independent School District, hereinafter referred to as the "District".

2. PURPOSE OF AGREEMENT

2.1 The purpose of this agreement is for the Police Department to assign uniformed police officers and marked patrol cars to the schools outlined on Attachment A, for the School Resource Officer Program per the terms of this agreement.

2.2 The School Resource Officers, hereinafter referred to as "SRO", will work with the school administrator(s) to provide alcohol and drug education, gang resistance education, maintain a peaceful campus environment, and take appropriate action regarding illegal activity occurring on-campus or at school related functions.

3. TERMS OF THE AGREEMENT

3.1 This Agreement shall be effective on the 20th day of August 2012, and shall be in effect for a period of one year. ***(3.1.1d)***

3.1a As needed, one or more SROs will be available a week prior to the first day of school (8/20/12) for BISD staff training.

3.2 The Police Department shall provide SRO's to provide service to the designated campuses on each day that school is in regular session. The District will provide the Police Department with a school calendar for the upcoming school year on or before June 1st of each year.

3.3 During days that schools are not in session, a SRO is subject to other assignments as determined by the Police Department.

3.4 The agreement shall be reviewed annually prior to renewal. ***(3.1.1h)***

3.5 All police reports, citations, and other written documents generated by the SRO are the property of the City and will be maintained by the Police Department. ***(3.1.1c)***

4. OBLIGATIONS OF PARTIES (3.1.1g)

4.1 The City, including the SROs, shall have the status of an independent contractor for the purposes of this Agreement. A SRO assigned to the District is an employee of the City and shall not be considered an employee of the District. As such, the SRO shall be subject to Police Department control, supervision, policies, procedures and General Orders. **(3.1.1f) (3.1.2) (3.1.1e)**

4.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Police Department's policies as established for its employees. The City shall maintain appropriate Worker's Compensation and Unemployment Insurance coverage for each SRO in accordance with coverage maintained for all other police officers employed by the City. **(3.1.2) (3.1.1e)**

4.3 The Police Department will provide the SRO with uniforms and equipment in accordance with Police Department policy.

4.4 The District will provide the SRO with a portable two-way radio or program an existing radio to enable the SRO to communicate directly with the campus administrator. Preferably, the SRO will carry only one portable radio for all communication purposes.

4.5 The Police Department will provide the SRO with all training necessary for the acquisition and maintenance of state licensing and certification requirements for police officers.

4.6 The District will provide the SRO with necessary training specific to the function of the SRO, including but not limited to the Basic School Resource Officer course approved by the Texas Commission on Law Enforcement Officer Standards and Education, District policies regarding student confidentiality and guidelines regarding the Federal Education Right to Privacy Act (FERPA). The district will be responsible for any and all expenses arising from such training, including travel, lodging and meals in accordance with district policy. The Police Department will provide a vehicle for training travel. The District will consult with the Police Department to determine training needs prior to either party registering or committing to training.

4.7 The SRO is subject to current procedures in effect for City police 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/her assigned campus. **(3.1.2) (3.1.1e)**

4.8 When a SRO is temporarily absent from his/her assigned campus for training or other reasons on a day that the school is in session, the Police Department will make reasonable efforts to provide a police presence for that campus by assigning other SROs or police officers to spend a portion of the school day on the affected campus. When a police officer is needed on campus at times when the SRO or other officer is not on campus, school personnel should

call police dispatch at 361-3888 (non-emergency) or dial 9-1-1 in case of emergency.

4.9 The District will provide the SRO with access to an office that affords security and privacy and such equipment as is necessary at the assigned school. This equipment should include, but is not limited to, a telephone, fax, copier, filing space capable of being secured and access to a computer and/or secretarial assistance.

5. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

5.1 The SRO Program Selection Panel will be comprised of Police Department representatives as determined by the Chief of Police and the principal of the school for which a SRO is being selected. The Chief of Police or his appointed designee will make the final decision on all appointments and assignments related to the SRO program.

5.2 A SRO may request to transfer to another school. The transfer may be approved provided:

5.2a The principals of each affected school agree with the transfer;

5.2b The SRO supervisor, Day Patrol Division Commander and Operations Bureau Commander agree with the transfer; and

5.2c The transfer is approved by the Chief of Police or his appointed designee.

5.3 If the District is dissatisfied with the performance of an SRO, the District will notify the SRO program supervisor who will attempt to resolve the issue to the satisfaction of both the District and the Police Department. If the SRO program supervisor cannot resolve the issue, he/she will refer the issue with a recommended course of action to the Day Patrol Division Commander.

5.4 The Police Department may take appropriate corrective or disciplinary action regarding any allegation of misconduct on the part of an SRO in accordance with Police Department policy and civil service guidelines.

5.5 The Department is responsible for providing annual performance evaluations to each SRO, and input from school personnel will be solicited.

5.6 The Chief of Police and/or his appointed designee may dismiss or reassign a SRO based on Departmental guidelines and/or General Orders and when it is in the best interest of the City and/or District.

5.7 In the event of a resignation, retirement, dismissal or reassignment of a SRO, or in the case of long-term absences by a SRO, the Police Department will provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. Long term absences without replacement coverage for a period of

ten or more days will result in financial credit being given to the District proportionately for that time based on the salary and benefit section of the agreement as reflected in Attachment B. As soon as practicable, the Selection Panel shall convene and recommend a permanent replacement for the SRO position

6. SCHOOL RESOURCE OFFICER RESPONSIBILITIES (3.1.1a)

6.1 The SRO will work in concert with the school principal(s), or the school designate, meeting with the principal(s) on a periodic basis.

6.2 The SRO will check in and out with designated school staff upon arriving or departing from campus unless circumstances prevent the SRO from doing so.

6.3 The SRO may provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and safety issues in the school community.

6.4 The SRO will act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.

6.5 The SRO may present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention and safety.

6.6 The SRO may provide informational programs for District staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.

6.7 The SRO will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempts to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.

6.8 The SRO will assist District staff in maintaining order on school property.

6.9 The SRO will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, 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 related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.

6.10 The SRO will refer students and/or their families to the appropriate agencies for assistance when need is determined.

6.11 The SRO shall not act as a school disciplinarian. However, if the principal believes an

incident involves a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate.

6.12 The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department and the District.

6.13 Provided further that nothing required herein is intended to or will constitute a relationship or duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officers within the state.

7. COST SHARING (3.1.1b)

7.1 The District agrees to reimburse the City for one-half of the annual salaries, fringe benefits and vehicle operation costs for the officers involved in the SRO Program and one-half of the cost of replacing one fully equipped police vehicle annually as reflected in Attachment B. Reimbursement for the SRO sergeant will be 30% of the sergeant salary and benefits.

7.2 For annual budgeting purposes, the cost of the program will be projected by the Police Department and agreed upon in time for the District and City to incorporate the projection into the annual budget planning process of both entities.

7.3 With the knowledge and consent of the District, the City may apply for a funding grant to offset the cost of the SRO Program or a portion thereof. In the event the City applies for and receives a grant, the District agrees to fund one-half of the City's required funding match. Once grant funding ceases, the District agrees to cost sharing as stipulated in paragraph 7.1 above.

7.4 The City and District will share the cost of training for the SROs as stipulated in paragraph 4.6 above.

7.5 The City shall invoice the District quarterly in equal installments of \$101,356.75 each during the City's fiscal year, being on or about December 31, 2012; March 31, 2013; June 30, 2013; and September 30, 2013. District shall pay within 30 days of invoice date.

7.6 In the event the City does not receive payment within thirty days of the due date, the City is authorized to terminate this agreement without further notice. Further, failure by the City to make demand for payment due is not a waiver of the district's obligation to make timely payment. Further, if the District defaults in the payment of any obligation hereunder, the District is liable for expenses incurred by the City as a result of such default, including but not limited to costs and interest at the rate of one percent (1%) for each month on all past due amounts. The amount of expenses incurred and interest accrued, if any, is deemed to be in addition to any monies due for law enforcement services rendered hereunder.

8. TIME AND PLACE OF PERFORMANCE (3.1.1a)

8.1 The Police Department will assure that the SROs will report to the campus of their assigned school each day that school is in session during the regular school year. Each SRO will work an 80 hour, two week pay period as determined by the school principal and the SRO supervisor. The SRO's activities will be dedicated to the assigned school campus except for:

8.1a Follow-up home visits when needed as a result of school related student problems.

8.1b School related off-campus activities when the principal requests officer participation and approved by the Police Department.

8.1c Response to off-campus, but school related criminal activity.

8.1d Response to emergency law enforcement activities or court appearances.

8.1e Transport of persons arrested on campus to a detention or holding facility.

8.1f Other official business approved by the SRO's supervisor.

8.2 Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to their being required and should be to cover scheduled school related activity requiring the presence of a law enforcement officer.

8.3 A minimum of two (2) SROs will be available for work on summer school campuses in 2013. These two SROs will work with the summer school administrators to maintain a peaceful summer school campus environment and to take appropriate action regarding illegal activity occurring on campus during that time.

9. TERMINATION AND DEFAULT (3.1.1d)

9.1 Prior to the expiration of the Term, either Party is authorized to terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

9.2 Except as outlined in paragraph 7.6 above, if either party breaches this agreement and/or its obligations hereunder, the non-breaching party shall give written notice thereof and the breaching party shall have 30 days to cure the alleged breach. In the event the breach is not cured within the 30 days, the non-breaching party may terminate this Agreement with or without notice.

9.3 In the event this Agreement is terminated for any reason before the expiration of the term, the City shall prepare a final accounting, as of the effective date of the termination, of the

District's share of the SRO Program.

10. NOTICE

10.1 Any notice permitted or required to be given to the City, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Chief of Police
Bryan Police Department
P.O. Box 1000
Bryan, Texas 77805

10.2 Any notice permitted or required to be given to the District, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Superintendent
Bryan Independent School District
101 N. Texas Avenue
Bryan, Texas 77803

10.3 Notice shall be deemed given upon deposit of the notice in the United States Postal Mail as aforesaid.

10.4 Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

11. MISCELLANEOUS

11.1 The Terms and provisions of this agreement constitute the entire Agreement between the City, the Police Department and the District, and no modification of this agreement is effective unless in writing and executed by all parties. **(3.1.1d)**

11.2 Nothing herein shall be construed as a waiver of any defense or immunity that any part is entitled by statute or common law.

SIGNED in duplicate originals this 7th day of August, 2012.

Bryan Independent School District

City of Bryan


Thomas Wallis, Superintendent


Eric Buske, Police Chief

**School Resource Officer Program
Memorandum of Understanding**

ATTACHMENT A

- Stephen F. Austin Middle School
- Jane Long Middle School
- Sam Rayburn Middle School
- Bryan High School
- Mary Catherine Harris School
- Bryan Collegiate/DAEP Campus
- James Earl Rudder High School
- Arthur L. Davila Middle School

School Resource Officer Program
Memorandum of Understanding

ATTACHMENT B

**BRYAN POLICE DEPARTMENT
INFORMATIONAL MEMO**

TO: DR. THOMAS WALLIS, SUPERINTENDENT

**FROM: WAYLAND RAWLS, ASSISTANT CHIEF OF POLICE –
OPERATIONS BUREAU**

THRU: ERIC BUSKE, CHIEF OF POLICE

SUBJECT: SCHOOL RESOURCE OFFICERS

DATE: JULY 16, 2012

For the 2012-13 school year beginning in August 2012, we are projecting the cost of the School Resource Program to be \$852,311.44 based on eight (8) officer positions and one sergeant position allocated to the program. The nine positions include total costs of salaries, benefits, vehicles operating costs and vehicle replacement costs.

We are proposing to share the cost of the program with the school district. The BISD share for the 2012-13 school year will be \$405,427.00.

A breakdown of the cost is reflected in the following table.

	SALARIES	BENEFITS	VEHICLE OPERATING COSTS	ANNUAL VEHICLE REPLACEMENTS
ANNUAL TOTAL	\$568,349.60	\$220,043.84	\$19,476.00	\$44,442.00
B.I.S.D. SHARE	\$373,468.00		\$9,738.00	\$22,221.00