

STATE OF TEXAS

COUNTY OF TARRANT

MEMORANDUM OF UNDERSTANDING

WHEREAS, Chapter 37, Education Code, authorizes school districts and local law enforcement agencies to enter into memoranda of understanding for the provision of school resource officers; and

WHEREAS, the City of Saginaw ("CITY") and the Eagle Mountain Saginaw-Independent School District ("DISTRICT") desire to enter into a memorandum of understanding (MOU) for the purpose of providing School Resource Officers to provide law enforcement services to DISTRICT by CITY, as hereinafter set out in the body of this memorandum; and

WHEREAS, DISTRICT agrees that CITY will incur additional costs in providing School Resource Officers for law enforcement purposes, and DISTRICT agrees to defray those costs as provided herein.

NOW, THEREFORE, in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, CITY and DISTRICT do hereby agree as follows:

I.

The term of the agreement set forth in this MOU shall commence October 1, 2019 and end September 30, 2020

II.

In accordance with Texas Education Code § 37.081, the board of trustees of the school district shall adopt a policy regarding the law enforcement duties of School Resource Officers, which must be included in the district improvement plan, the student code of conduct, memorandum of understanding, and any other campus or district document describing the role of School Resource Officers in the district.. Upon the DISTRICT's adoption of said policy, the Parties agree to incorporate the duties set forth in DISTRICT policy into this Agreement. Notwithstanding anything else in this memorandum, School Resource Officers shall perform law enforcement duties, and may not be required to perform routine student discipline or school administrative tasks or contact with students unrelated to the performance of those law enforcement duties. The Board of Trustees of DISTRICT shall coordinate with district campus behavior coordinators and other district employees to ensure that School Resource Officers provided by CITY are tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties better addressed by other DISTRICT employees.

It is understood by DISTRICT and CITY that, in the course of providing law enforcement duties, School Resource Officers may be required to employ aversive techniques as defined in Education Code Section 37.0023. However, School Resource Officers will not employ aversive techniques at the request, direction, or order, or with the authorization or consent of the DISTRICT or any DISTRICT employee, volunteer, or independent contractor, and will not employ aversive techniques for any disciplinary or administrative purpose.

III.

CITY desires to assign one police officer as a School Resource Officer to Saginaw High School, assign one officer to Highland Middle School, assign one officer to Wayside Middle School, and one supervisor (police corporal or sergeant), said officers to serve under direction of CITY's Chief of Police ("CHIEF") or the CHIEF's designee. Said officers shall conduct police activities and investigations on the campuses of Saginaw High School, Highland Middle School and Wayside Middle School and at other property of DISTRICT as necessary to carry out said officers' duties. DISTRICT shall furnish suitable office space and telephone for the use of the School Resource Officers, but not supervisor, but CITY shall pay all other operational expenses. Nothing in this MOU shall abridge the right and responsibility of the CHIEF to assign, reassign, discipline and otherwise supervise the activities of the School Resource Officers. Further, nothing in this MOU shall require CITY to provide continuous police presence on the campuses of Saginaw High School, Highland Middle School and Wayside Middle School during every school day when the School Resource Officers are away from the campus for court, training, administrative duties, arrest processing or other official duties as determined solely by the CHIEF.

IV.

The officers assigned to Saginaw High School, Highland Middle School and Wayside Middle School campuses shall be assigned normally during the school year. During other times, said officers shall report for duty at the CITY's Police Department.

V.

In recognition of the cost and in support of CITY's desire to assign the School Resource Officers to the above-referenced campuses, the DISTRICT agrees to pay the CITY four (4) quarterly payments of \$38,187.50 to partially defray the costs incurred by CITY contemplated in this MOU. This amount represents one-half of the resource officers' annual salary and benefits and ten percent of the designated supervisor's annual salary and benefits. Both governing bodies of the respective parties find this fair compensation for services performed. The quarterly payments will be due December 31, 2019, March 31, 2020, June 30, 2020, and September 30, 2020.

Nothing in this MOU shall be construed as an employment agreement between the School Resource Officers and DISTRICT or CITY and the DISTRICT. Neither the School Resource Officers nor the CITY shall be DISTRICT employees, volunteers, or independent contractors, and will not act under the authorization, order, or direction of the DISTRICT or any DISTRICT employee, volunteer, or independent contractor.

VI.

CITY agrees to assign four (4) school crossing guards; one at the intersection of North Old Decatur Road and Park Center Boulevard for assistance to pedestrian traffic exiting Bryson Elementary School, one at Saginaw Elementary school, one at the intersection of Basswood and High Country, and one at High Country Elementary school. The CHIEF or his designee shall establish acceptable hours of availability and ensure that the crossing guard has received state-mandated training in traffic direction and control.

VII.

The DISTRICT agrees to pay the CITY one (1) payment of \$8,616.00, which represents one-half of the crossing guard's annual salary and benefits. Both governing bodies of the respective parties find this amount to be fair compensation for services performed. This payment will be due December 31, 2019.

VIII.

CITY shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees and DISTRICT shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither CITY nor DISTRICT shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of officers, members, agents, servants, employees, or trustees of the other. Nothing in this MOU shall waive any statutory or common-law immunity or defense of CITY or DISTRICT.

IX.

The governing bodies of CITY and DISTRICT have approved the execution of this MOU, and the persons signing the MOU have been duly authorized by the governing bodies of the CITY and DISTRICT to sign this MOU on behalf of the governing bodies.

X.

Either party may terminate this MOU by giving thirty (30) days written notice to the other party. In the event the MOU is terminated prior to the end of the term year, the payments provided in Section IV and VI shall be provided to the date of termination.

XI.

This MOU supersedes and shall be controlling over all other agreements governing the subject matter described herein and all other such agreements between CITY and DISTRICT are hereby terminated.

XII.

1. CONFIDENTIAL INFORMATION. DISTRICT, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by CITY as confidential and shall not disclose any such information to a third party without the prior written approval of CITY, except as required by law. CITY, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by DISTRICT as confidential and shall not disclose any such information to a third party without the prior written approval of DISTRICT, except as required by law. In carrying out its duties, CITY, and its officers, agents and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and Eagle Mountain-Saginaw ISD Board Policy FL (LEGAL) and (LOCAL), and only for purposes of provision of law enforcement services.

2. NON-DISCRIMINATION COVENANT.

- a. DISTRICT and CITY, in the execution, performance, or attempted performance of this MOU, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will DISTRICT or CITY permit its agents, employees, subcontractors, or program participants to engage in such discrimination.
- b. In addition to the above, CITY and DISTRICT covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of this MOU shall, in connection with the employment,

advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

3. **GOVERNMENTAL POWERS/IMMUNITIES.** It is understood and agreed that by execution of this MOU, neither CITY nor DISTRICT waives or surrenders any of its governmental powers or immunities.

4. **GOVERNING LAW / VENUE.** This MOU shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this MOU, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

5. **SEVERABILITY.** If any provision of this MOU is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

6. **HEADINGS NOT CONTROLLING.** Headings and titles used in this MOU are for reference purposes only, shall not be deemed a part of this MOU, and are not intended to define or limit the scope of any provision of this MOU.

7. **AMENDMENTS.** No amendment of this MOU shall be binding upon a party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each party.

8. **ENTIRETY OF AGREEMENT.** This MOU contains the entire understanding and agreement between CITY and DISTRICT, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this MOU. Notwithstanding the foregoing, the Parties agree and understand that the board of trustees of the DISTRICT is required under Tex. Educ. Code § 37.081 to develop a policy pertaining to the specific law enforcement duties to be performed by SROs in the DISTRICT. The Parties agree that upon the board's adoption thereof, said policy will be incorporated into this Agreement. SROs assigned to the DISTRICT agree to follow the policy adopted by the board.

9. **COUNTERPARTS.** This MOU may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

10. **BODY WORN CAMERAS.** Should the CITY acquire body worn cameras (BWC), the CITY agrees to conform to all state training and use requirements and provide the DISTRICT a copy of its BWC policies and procedures for its information. CITY may, if not otherwise prohibited by law, provide DISTRICT copies of any such video of students, parents, employees, or others upon school property, upon request by the DISTRICT, as an intergovernmental transfer. The parties also agree that any such video taken by, and kept in the possession of the CITY, may be considered "law enforcement records" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and 34 C.F.R. Sec. 99.8, and that any copy of such video, if permitted by law to be provided to the DISTRICT, may then become an educational record of the DISTRICT under FERPA.

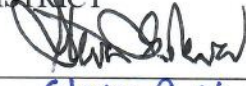
EXECUTED this ____ day of _____, 2019 by the City of Saginaw.

CITY OF SAGINAW

By: _____
Name: _____
Title: _____

EXECUTED this 18th day of November, 2019 by the Eagle Mountain-Saginaw Independent School District.

EAGLE MOUNTAIN-SAGINAW INDEPENDENT
SCHOOL DISTRICT

By:  _____
Name: Steven G. Newcom
Title: Board President