

STATE OF TEXAS
COUNTY OF EL PASO

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the City of El Paso, El Paso Police Department, hereinafter referred to as “EPPD” and the El Paso Independent School District, hereinafter referred to as “EPISD,” on this ___ day of August, 2022.

WITNESSETH

WHEREAS, EPPD and the EPISD desire to enter into agreement in which off-duty City of El Paso, El Paso Police Department police officers, hereinafter called school resource officers “SROs”, will provide law enforcement duties at EPISD schools and be compensated for their time. The SROs will work under the terms and conditions as defined by this MOU; and

WHEREAS, the Board of Trustees of EPISD may enter into a memorandum of understanding with a local law enforcement agency for the provision of SROs to carry out Texas Education Code Chapter 37, Subchapter C (Law and Order); and

WHEREAS, pursuant to Texas Education Code 37.081 (a) the jurisdiction of SROs shall be determined by the Board of Trustees of EPISD when it enters a memorandum of understanding for the provision of SROs; and

WHEREAS, persons authorized by the Board of Trustees of EPISD to carry a weapon must be commissioned peace officers pursuant to Texas Education Code 37.081(a); and

WHEREAS, pursuant to Texas Occupations Code 1701.601, a SRO is a peace officer who is assigned by the officer’s employing political subdivision to provide a police presence at a public school, safety or drug education to students of a public school, other similar services; and

WHEREAS, a peace officer who is a visiting school resource officer in a public school must be licensed as provided by Texas Occupations Code Chapter 1701; and

WHEREAS, the Texas Occupations Code 1701.603 requires that a peace officer who is a visiting SRO in a public elementary school shall at least once each school year offer to provide instruction to students in a firearms accident prevention program, as determined by EPISD; and

WHEREAS, both parties signed this MOU to establish the terms and conditions of the assignment of SROs. The terms of the assignment are outlined below; and

NOW THEREFORE, the EPPD and the EPISD hereby mutually agree as follows:

1. COMPENSATION:

- a. Pursuant to EPPD off-duty protocols, SROs will be compensated through a third-party vendor contracted by EPISD for any services rendered.

- b. The hourly rate for the services of the SROs will be the minimum as described in the EPMPOA correspondence dated May 1, 2021 (attached), subject to change upon Association review.
2. SCHEDULING:
 - a. SROs will not be eligible to provide services for more than 25 hours per week and EPISD agrees not to schedule SROs to work more than 25 hours per week.
 - b. Work Days: Monday through Friday.
 - c. Times: To be determined according to campus assignments.
3. MISSION:

SROs will provide law enforcement services at EPISD schools to include, but not limited to providing a law enforcement presence, security duties, and perimeter checks throughout the campuses.
4. EPPD RESERVATIONS:
 - a. EPPD officers' availability and scheduling is ultimately at EPPD's discretion.
 - b. This voluntary agreement will not interfere with any EPPD officer's duty and full-time, primary employment with the City of El Paso.
5. EPISD RESERVATIONS:
 - a. EPISD shall have the right to not hire SROs at its discretion
 - b. EPISD shall have the right to dismiss SROs at its discretion.
 - c. SROs will be tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties.
6. JURISDICTION, TRAINING, AND DUTIES:
 - a. The jurisdiction of the SROs will be to provide law enforcement services at EPISD schools at the direction of the EPISD Chief of Police Services or designee.
 - b. SROs shall be assigned and directed by the EPISD Chief of Police Services or designee while providing services to EPISD. However, EPPD Policies and Procedures shall supersede any conflicting EPISD direction.
 - c. SROs must be commissioned peace officers pursuant to Texas Education Code 37.081(a) to carry a weapon.
 - d. SROs shall perform law enforcement duties for EPISD which includes protecting the safety and welfare of any person in the jurisdiction of the SRO and the property of EPISD.
 - e. SROs will provide a law enforcement presence, security duties, and conduct perimeter checks throughout the campuses.
 - f. SROs will be dressed in EPPD uniforms as approved by EPPD.
 - g. SROs shall successfully complete an active shooter response training program approved by the Texas Commission on Law Enforcement (TCOLE).
 - h. SROs providing law enforcement services at EPISD must obtain a school-based law enforcement proficiency certificate within 180 days of the officer's placement in the

district or campus of the district pursuant to 37 TAC 218.3(d)(5) and Texas Occupations Code 1701.263(b).

- i. SROs will familiarize themselves with Texas Education Code Chapter 37 (Section 37.144), relating to the issuance of citations on school campuses.
- j. SROs will work with respective campus administration to ensure all campus perimeter doors are unobstructed, closed, and locked; each campus will access to a Master Key.
- k. SROs will assist EPISD with drills, including lockdown, fire and shelter-in-place drills.
- l. SROs shall at least once each school year offer to provide instruction to students in a firearms accident prevention program, as determined by EPISD.

7. COORDINATION:

EPISD shall hire an EPPD Sergeant (SRO Sergeant/off duty or extra duty daily) at the rates established in paragraph 1.b. of this MOU. The SRO Sergeant shall be available to the SRO officers in the form of assistance, or when required by EPPD Policy and Procedures to be summoned. The Sergeant will be available for carrying out administrative duties associated with the EPPD SROs at EPISD campuses, to include random audits of their attendance and responsibilities at the campuses.

8. COMMUNICATION:

EPPD fully understands that the ability to communicate with SROs is a critical component of the program. Therefore, EPPD agrees to allow SROs to carry city radios during their service to EPISD. SROs will use city radios to call out to EPPD current campus or location, as appropriate.

9. 911 UTILIZATION:

Nothing in this MOU shall limit or eliminate the need to utilize the 911 reporting system, or the use of other certified peace officers to handle or supplement calls for service. Use of the 911 reporting system is encouraged for priority calls.

10. TERM:

The term of this MOU is from the date of the agreement approved by these parties on August _____, 2022. This MOU shall be binding indefinitely or until EPPD or EPISD chooses to terminate the MOU. In the event either party wishes to terminate this agreement, thirty (30) days' notice shall be given to the EPISD by EPPD. Notwithstanding the term of this MOU, this MOU shall be reviewed on an annual basis by both parties.

11. LAWS GOVERNING AGREEMENT:

For purposes of determining the place of the agreement and the law governing same, it is agreed that this MOU is entered into and in the City and County of El Paso, Texas and shall be governed by the laws of the State of Texas.

12. RESERVATION OF RIGHTS, IMMUNITY AND GOVERNMENTAL FUNCTION

The Parties agree that the performance of this MOU is for the purpose of performing governmental functions and that, in all things related to this MOU, parties are performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this MOU shall be construed as a waiver of sovereign/governmental immunity or similar rights and does not waive immunity under Texas Education Code, including section 37.087. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this MOU that imposes an obligation or restriction on EPISD or EPPD not permitted by applicable law shall be enforceable.

13. NOTICE TO PARTIES:

Any notice required by this MOU shall be given by prepaid first-class certified mail, return receipt requested to:

EPISD at:

Superintendent
El Paso Independent School District
1014 N. Stanton
El Paso, Texas 79902

City at:

Chief of Police
El Paso Police Department
911 N. Raynor
El Paso, Texas 79903

or such other address as later provided by a party through written notice to the other party.

14. ENTIRE AGREEMENT:

This MOU constitutes and expresses the entire agreement of the parties hereto in reference to service to be provided and the payment for such services, and in reference to any of the matters or things herein provided for, all promises, representations, and understandings relative thereto are herein merged. This MOU may be amended upon mutual consent of the parties.

[Signatures on the following page]

Dated this ____ day of August, 2022.

SIGNED AND AGREED:

CITY OF EL PASO:


Tommy Gonzalez
City Manager

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:


A/C VICTOR ZARUR #1515 
For Greg Allen, Police Chief
El Paso Police Department

SIGNED AND AGREED:

EL PASO INDEPENDENT SCHOOL DISTRICT:

Diana Sayavedra
Superintendent

APPROVED AS TO FORM:



Jeanne C. Collins
General Counsel
El Paso Independent School District

APPROVED AS TO CONTENT:

Manuel Chavira, Chief of Police Services
El Paso Independent School District



El Paso Municipal Police Officers' Association

747 E. San Antonio Ave., Suite 103, El Paso, TX 79901

(915) 544-4792



To Whom It May Concern:

Effective May 1, 2021, the minimum pay scale for extra employment in a police officer capacity will be \$40/hour.

A handwritten signature in black ink, appearing to read "Michael J. Short".

Michael J. Short
E.P.M.P.O.A. President