

STATE OF TEXAS

22

COUNTY OF DENTON

1.3 **DEFAULT:** District or County is required to give written notice of default under this Agreement, including either party's failure to comply with, or breach of this Agreement, to the defaulting party, which details such default, omission or oversight. Such notice must be provided in writing in accordance with the notice provision of this Agreement. No oral notices will be recognized as a formal notice of default. The defaulting party has a reasonable period of time, not to exceed thirty (30) calendar days, to cure the default or to take corrective measure to correct the default. If the defaulting party fails to cure the default or to take corrective measures, the party giving notice may reduce or withhold payments or services to the defaulting party for an agreed period or amount which will not exceed thirty (30) days. Thereafter, the party giving notice may terminate this Agreement in accordance with the termination requirements of this Agreement.

2. DESIGNATION OF LIAISON

2.1 **COUNTY LIAISON:** The County shall designate the Sheriff of Denton County, or his designated substitute, to act on behalf of Denton County and the Denton County Sheriff's Office, and to serve as "Liaison" for the County with and between County and District. The Sheriff, or his designated substitute, shall insure the performance of all duties and obligations of the County herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of the County in full compliance with the terms and conditions of the Agreement; and, shall provide immediate and direct supervision of the Denton County Sheriff's Office employees, agents, contractors, sub-contractors, and/or laborers, if any; in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of County and District.

2.2 **DISTRICT LIAISON:** The District shall designate the Superintendent, or his designee, to act on behalf of District, and to serve as "Liaison" for the District with and between County, and the Denton County Sheriff's Office, to insure the performance of all duties and obligations of County herein stated, and said Liaison, or his designated substitute shall devote sufficient time and attention to the execution of said duties on behalf of District in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of District employees, agents, contractors, and/or laborers, if any; in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of District and County.

2.3 District and County covenant and agree to fully cooperate with the other party in monitoring the effectiveness of the services and work to be performed under this Agreement, and County and District shall have access at all reasonable hours to offices and records of the other party, its officers, members, agents, employees and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Education Rights and Privacy Act.

3. FINANCIAL PROVISIONS

3.1 **COMPENSATION:** In exchange for the provision of the One (1) School Resource Investigator and the Denton County Sheriff's Office support services for the School Resource Investigator, the District agrees to pay the County a sum totaling the reasonable and necessary expenses more fully described in ***Exhibit "A", Denton County Budget Impact Statement***. Said payments made by District to County shall be used by the County for reasonable and necessary law enforcement equipment and requirements to support the law enforcement efforts of the School Resource Investigator.

3.2 **ATTENDANCE/LEAVE TIME.** District and County agree that the Investigator will be compensated for any overtime worked in accordance with the Denton County Attendance/Leave Time/Overtime policy as it applies to Non-exempt law enforcement personnel. ***See Exhibit "B", Denton County Attendance/Leave Time/Overtime Policy.***

- 3.2.1 District agrees that it will reimburse the County for the overtime rate of the Investigator if District requests that the Investigator work overtime for reimbursement, pending both District and County supervisor approval of such work.
- 3.2.2 District agrees that it will reimburse the County for the overtime rate of the Investigator if the Investigator accrues the maximum allowable number of comp time hours and County is required to pay Investigator for any further overtime work performed.
- 3.2.3 District agrees that it will reimburse the County for the overtime rate of the Investigator for all accrued comp time balances if District should cancel or terminate this agreement prior to the expiration date as stated in the agreement.

3.3 **REIMBURSEMENT:** District agrees and understands that the intent of this agreement is to fully reimburse County for all expenditures necessary including workers compensation, disability, and FML to implement and maintain the services as stated in the agreement and set forth in Texas Local Government Code § 362.003© and in the Denton County Budget Impact Statement (Exhibit A). Therefore, District agrees not to unreasonably withhold the compensation paid to County in the event that the School Resource Investigator assigned to fill the County's obligations under this Agreement receive an annual salary adjustment or raise during the term of this Agreement. County will give District thirty (30) days notice of any such adjustment or raise. County must obtain District's written agreement to the change in annual salary before District is obligated to pay County any increase provided herein.

3.4 **SCHOOL RESOURCE INVESTIGATOR TRAINING AND EDUCATION:** Both the District and the County will bear an equitable portion of the cost of the School Resource Investigator continuing education and any specialized training courses for school law enforcement officers. The designated Liaisons shall agree to courses and expenses for the School Resource Investigator and each party will be responsible for payment of such expenses, either directly to the provider of such continuing education or as reimbursement to the School Resource Investigator. Any reimbursement due to the School Resource Investigator will be payable within thirty (30) days of his written claim.

3.5 **PAYMENT DATES:** The first monthly payment shall be made by District to County within 15 days of execution of this Agreement. Thereafter, such monthly payments shall be due and payable on the 15th day of each month for every month over the term of this one (1) year Agreement. Any and all payments made by District to County shall be made payable to the Denton County Treasurer and mailed to the Denton County Auditor's Office, 401 W. Hickory, Denton, Texas 76201.

3.6 **DELINQUENT PAYMENTS:** If District fails to make payment to County within thirty (30) days from the date of execution of this Agreement or if such monthly payments become sixty (60) days delinquent, the County may terminate this Agreement by giving notice as provided in this agreement. District shall be liable for all services rendered up to the time of termination.

4. SCHOOL RESOURCE INVESTIGATOR

4.1 A School Resource Investigator is an Investigator Sheriff of the Denton County Sheriff's Office. This Agreement includes one (1) School Resource Investigator. The job description and classification for one School Resource Investigator will be consistent with an Investigator position for the Denton County Sheriff's Office. ***See attached Job Description, Exhibit "C".*** The function of a School Resource Investigator is to act as an educator, investigator, and law enforcement official on the campuses of Denton Independent School District. The School Resource Investigator will be a licensed peace officer under the laws of the State of Texas.

4.2 The School Resource Investigator will be an employee of County and the Denton County Sheriff's Office and the District will be the supervisor of the work activities.

4.3 The County will select the investigator from the eligible applicants for employment. The District will provide input to the County regarding the selection, with the final decision regarding employment being the County's decision. The District, by and through the Superintendent, or his designee, will assign the work duties in compliance with the law and work schedule of the School Resource Investigator.

4.4 The School Resource Investigator will be in the chain of command at the Sheriff's Office and will report to the Sheriff of Denton County. The School Resource Investigator will follow all guidelines with regards to the Denton County Personnel Policies, Denton County Sheriff's Office General Manual, Policy, & Procedures, and the Civil Service Rules of the Denton County Sheriff's Office Civil Service Commission. District will provide the School Resource Investigator with the policies and procedures of the District. To the extent the District's policies and procedures conflict with the policies and procedures of the County, the policies and procedures of the County prevail.

4.5 The District will have the authority to create work schedules and make job assignments. Any conflict of such schedules or assignments will be referred to the County and District Liaisons for resolution. While on duty for the District, the School Resource Investigator shall perform and otherwise fulfill the following duties and obligations including, but not limited to the following:

- 4.5.1 Act as a resource person in the area of law enforcement education;
- 4.5.2 Cooperate and assist, in any manner assigned in compliance with the law by the District, in any District efforts, programs, or classes to educate students on law enforcement and criminal justice issues; and
- 4.5.3 Make arrests and referrals of criminal law violators within the discretion of the School Resource Investigator;
- 4.5.4 Conduct or assist in criminal investigations of violations of law on District property;
- 4.5.5 Provide a law enforcement resource when necessary to maintain the peace on the District's property;
- 4.5.6 Perform other duties mutually agreed upon by the District and the County, so long as the performance of such duties is legitimately and reasonably related to the purposes of this Agreement and so long as such duties are consistent with state and federal law and the policies and procedures of the District and the County;
- 4.5.7 Follow and conform to all policies and procedures of the District that do not conflict with the policies and procedures of the County. The parties to this Agreement shall abide by all rules, regulations and procedures as outlined in the Civil Rights Act;
- 4.5.8 Develop, evaluate and assist in implementation of security programs within the campuses and schools of the District;
- 4.5.9 Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order and security on District campuses;
- 4.5.10 Accompany and provide protection for students and District personnel on curricular and extracurricular trips inside and outside of Denton County.
- 4.5.11 Attend and provide protection at any school related functions, including, but not limited to, sporting events, class dances and socials, and other social or educational gatherings within District campuses as possible that are possible within the guidelines of the Denton County Personnel policies;
- 4.5.12 Any other duties consistent with law enforcement requested by the District or County.

4.6 In the unlikely event that the work schedule of the School Resource Investigator does not fulfill the full time requirements of a County employee, County retains the right to direct the activities of the School Resource Investigator in order to comply with the full time requirements.

5. COUNTY RESPONSIBILITIES

5.1 For the purposes and consideration herein stated and contemplated, the County shall provide the following necessary and appropriate services for District to the maximum extent authorized by this Agreement and state or federal law, without regard to race, religion, color, age national origin; to wit.

- 5.1.1 County will accept applications and interview candidates for the position of School Resource Investigator;
- 5.1.2 Due to Denton County Sheriff's Office Civil Service Rules, County will be responsible to select the investigator from the eligible candidates. District may provide County with input regarding candidate selection or replacement;
- 5.1.3 County will install the necessary equipment for the vehicle provided by District;
- 5.1.4 County will provide uniforms and other equipment as provided within the guidelines of the General Manual of the Sheriff's Office;
- 5.1.5 County will administer employee benefits to the School Resource Investigator, including, but not limited to vacation time, compensation time, sick leave, health insurance, dental insurance, etc.
- 5.1.6 County will encourage and assist the School Resource Investigator to make a good faith effort to obtain vacation leave, compensation leave, and training and education time that will coincide with times when the District is not in scholastic session or otherwise open for the operation of school related business;
- 5.1.7 County will provide District with a copy of the Denton County Personnel Policies, Denton County Sheriff's Office General Manual, Policy, & Procedures, and the Civil Service Rules of the Denton County Sheriff's Office Civil Service Commission.
- 5.1.8 County will provide School Resource Investigator with the customary support services including, but not limited to, backup, dispatch, crime scene investigations, forensics, etc.

6. DISTRICT RESPONSIBILITIES

6.1 For the purposes and consideration herein stated and contemplated, the District shall provide the following necessary and appropriate services for County to the maximum extent authorized by this Agreement and state or federal law, without regard to race, religion, color, age national origin; to wit.

- 6.1.1 District retains the right to meet and confer with the Sheriff or the Sheriff's Office Liaison regarding the patrol investigator assigned to work in District pursuant to this Agreement. If, in the event the District should request reassignment of investigator working pursuant to this Agreement, District agrees to cooperate with the Sheriff's management of employees through the established policies and procedures for Denton County, the Denton County Sheriff's Office and the Denton County Sheriff's Office Civil Service Commission.
- 6.1.2 District will provide School Resource Investigator with sufficient office space, desk, chairs, secure filing cabinets, a school district issued standard desktop computer, and telephone;
- 6.1.3 District will provide the School Resource Investigator with access to designated school campuses;

- 6.1.4 District and County agree that the Investigator will be compensated for any overtime worked in accordance with the Denton County Attendance/Leave Time/Overtime policy as it applies to Non-exempt law enforcement personnel. ***See Exhibit "B"***.
- 6.1.5 District will coordinate job assignments and work schedules with the School Resource Investigator in accordance with the Denton County Personnel Policies. District agrees that School Resource Investigator will not be used as a crossing guard.
- 6.1.6 District will have a superior right to set the work schedules for the School Resource Investigator. The County may only infringe on the right of the District to assign in compliance with the law the activities of the School Resource Investigator during (1) a law enforcement emergency or (2) if the work schedule of the School Resource Investigator falls below the minimum number of hours for a full time employee of County.
- 6.1.7 District will comply with the time keeping requirements for County employees, which includes, but is not limited to the signing of overtime slips, verifying time slips, and prompt and efficient record keeping. If the District requests the Investigator to work paid overtime, the District agrees that it will reimburse the County for the overtime rate of the Investigator following submission of approved written requests for payment.
- 6.1.8 District understands that there may be one time or single purchases as set up costs for required equipment to fulfill this grant. Any one time or single purchase is itemized in the Budget Impact Statement, ***Exhibit "A"***.
- 6.1.9 District will notify County if the need for any further Interlocal Agreements is necessary to fully utilize the School Resource Investigator. Any further Interlocal Agreements must be approved by the Denton County Commissioners Court and District.

7. SCHOOL RESOURCE INVESTIGATOR VEHICLE

7.1 County and District understand and agree that this Agreement provides funding for the expenses for the County to provide a suitable vehicle, equipment, facilities, maintenance, repair, and service of the vehicle for the performance of all duties and obligations of County as stated herein during the period of this Agreement.

7.2 The County will:

- 7.3.1 coordinate the purchase of liability insurance coverage via the County's Fleet Policy.
- 7.3.2 provide routine maintenance, repairs, and fuel costs of the vehicle.
- 7.3.3 purchase, if necessary, and install the necessary equipment to make the vehicle ready for use by the Investigator.

7.4 The School Resource Investigator shall have the full authority to use the vehicle in accordance with the Sheriff's Office General Manual. This includes, but is not limited to allowing the Patrol Investigator to take the vehicle home, within a reasonable distance.

7.5 District is not responsible for any costs the County determines are attributable to the School Resource Investigator's misuse of the vehicle in violation of this Agreement and the Sheriff's Office General Manual.

8. LEGAL PROCEEDINGS

8.1 **COUNTY LIABILITY:** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents,

and/or representatives of the District. The County shall not be required to indemnify nor defend District for any liability arising out of the wrongful acts of employees or agents of District to the extent allowed by Texas law.

8.2 DISTRICT LIABILITY: The District understands and agrees that the District, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The District shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

8.3 RECOURSE: Recourse for failure to performance or duty to pay or entitlement, furnish payments or services under this Agreement shall be determined by mutual agreement of the respective liaisons in accordance with the default provisions of this Agreement.

8.4 DISPUTES: Any dispute arising from the failure of either District or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation and may be appealed to the court of jurisdiction in Denton County. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

8.5 AMENDMENTS: This Agreement may be amended only by written instrument signed by both County and District.

8.6 SEVERABILITY: The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be preformed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

8.7 THIRD PARTY: This Agreement is not intended to create any liability for the benefit of third parties.

8.8 ORAL AGREEMENTS: There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

8.9 VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

9. COUNTY POLICIES

9.1 Each School Resource Investigator shall have the duties outlined under this Agreement as their primary duty, and will not regularly be assigned additional police duties. The County reserves the right, however, to reassign the Investigator temporarily in the event of an emergency, or when other circumstances require an enhanced police presence elsewhere in the county and/or when the District is not in session. The County will make every effort to minimize mandatory absences by each Investigator from the school campuses.

However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of an Investigator, which will require his/her absence. Each Investigator will keep the principals at the campuses informed of any of these absences when they occur. All comments, criticisms,

suggestions, and recommendations for Investigator assignments or performance shall be immediately referred, without delay to the appropriate Liaison. The Liaison will be given an opportunity to take the appropriate action to resolve the problems or investigate complaints prior to any other action or decision.

9.2 Reduction in Force. The parties recognize that in the event a contract or grant funding is no longer available, removed or discontinued, such as through loss of a contract or grant funding, the employees assigned to that activity or function will be reassigned to other open classified positions of the same rank in the Sheriff's Office. Such reassignments may involve intra-divisional transfer. If there are no appropriate open positions available and a reduction in force is necessary, then the provisions for layoffs and dismissals will be used to accomplish the reduction in force within the Sheriff's Office.

9.3 Denton County Civil Service. The parties recognize the authority, rules, regulations, and procedures of the Denton County Personnel Policies, Denton County Sheriff's Office General Manual, Policy, & Procedures, and the Civil Service Rules of the Denton County Sheriff's Office Civil Service Commission. The rules, regulations, and procedures promulgated by those entities are provided to guide supervisors in management of employees. Occasions may arise that require the parties to investigate incidents in order to properly supervise employees. All parties to this contract agree to cooperate fully in any investigation, or employee review of any kind, that may determine if a violation of the rules, regulations, and procedures has occurred, and in the recommendation or selection of disciplinary action necessary to deter repeated violations and maintain the integrity and community respect for the Office.

10. INDEPENDENT CONTRACTOR

10.1 County is and at all times shall also be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which investigator is assigned to the school district and the way the County performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between District and County or any of County's agents or employees. County assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. County, its agents and employees, shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees. Neither County nor District shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

11. INSURANCE

11.1 The County shall provide, during the term of this Agreement, workers compensation insurance in the amounts required by Texas state law, for all County employees engaged in work under this Agreement. As to all other insurance provided by County, upon request by District, it shall provide District with documentation indicating coverage prior to the beginning of any activities under this Agreement.

12. NON-DISCRIMINATION

12.1 County and District covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement 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.

12.2 County and District, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will either party permit its agents, employees, subcontractors or program participants to engage in such discrimination.

13. ASSIGNMENT

13.1 Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

14. WAIVER

14.1 The failure of County or District to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

15. NOTICE

15.1 All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier at the following addresses:

COUNTY ADDRESS

Honorable Andy Eads
Denton County Judge
Courthouse-on-the-Square
110 West Hickory
Denton, Texas 76201
Telephone (940) 349-2820

AND

Sheriff Tracy Murphree
Denton County Sheriff's Office
127 North Woodrow Lane
Denton, Texas 76205
Telephone (940)349-1620

DISTRICT ADDRESS

Jeff Russell, Area Superintendent
Denton Independent School District
1307 North Locust
Denton, TX 76201
(940) 369-0038

AND

Deron Robinson, General Counsel
Denton Independent School District
1307 North Locust
Denton, TX 76201
(940) 369-0036

16. EXHIBITS

16.1 Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference:

EXHIBIT A - Denton County Budget Impact Statement ~ School Resource Investigator
EXHIBIT B - Denton County Attendance/Leave Time/Overtime Policy
EXHIBIT C - Investigator Job Description

17. AUTHORIZED OFFICIALS

17.1 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party

certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

17.2 The County Judge, or the Presiding Officer of the Denton County Commissioner's Court, is granted the authority to execute this agreement upon the approval of the Denton County Commissioner's Court of this contract.

17.3 The President, or the Presiding Officer of the School Board, is granted the authority to execute this agreement upon the approval of the Denton Independent School District.

EXECUTED in duplicate originals as described below.

DENTON COUNTY, TEXAS

DENTON INDEPENDENT SCHOOL DISTRICT

Andy Eads, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Denton Independent School District
Central Services Center Office
1307 North Locust
Denton, TX 76201
(940) 369-0000

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date:_____

Date:_____

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Denton Independent
School District

Tracy Murphree, Denton County Sheriff

Date:_____

Exhibit A

DENTON COUNTY, TEXAS

Prepared By: KS

Date: 8/21/2020

BUDGET IMPACT STATEMENT

CONTRACT ESTIMATE FOR: Denton Independent School District

Annual Estimate

Salary/benefits and Miscellaneous Operating Expenses

Effective: October 1, 2020 - September 30, 2021

	FY2021 Annual (12 month) Estimate	
	COUNTY PORTION Average Sheriff Deputy Salary/Benefits Grade 107 Average M&O Expenses	ANNUAL ESTIMATED CONTRACT FUNDING Average Sheriff Deputy Salary/Benefits Grade 107 Average M&O Expenses
4020- Salary, Assistants	\$0	\$59,615
4040- Overtime Pay	\$0	\$225
4060- Longevity Pay	\$0	\$663
4091- Certification Pay	\$0	\$900
4092- Degree Incentive	\$0	\$900
<i>Subtotal Salaries</i>	\$0	\$62,303
4120- FICA	\$0	\$4,766
4130- Retirement	\$0	\$8,593
4140- Workers Comp. (LawEnf)	\$0	\$910
4150- Unemployment Insurance	\$0	\$62
4160- Health Insurance	\$0	\$15,325
<i>Subtotal Benefits</i>	\$0	\$29,657
Total Salaries/Benefits	\$0	\$91,960
4204- Administrative Supplies	\$0	\$600
4409- Fuel	\$0	\$4,500
4710- Uniforms	\$0	\$790
4885- Body Armor	\$0	\$900
5010- Training & Education	\$0	\$500
6260- Wireless Services	\$0	\$1,100
6609- Vehicle Care	\$0	\$1,250
6710- Equipment Rental	\$0	\$10,682
<i>Subtotal M&O</i>	\$0	\$20,322
Grand Total	\$0	\$112,282
<i>Recurring Monthly Expenses</i>	\$0	\$9,357

This analysis is based on the Average Sheriff Deputy Salary and Benefits @ 40 hours per week and average Maintenance and Operation Expenses. It is the understanding of Denton County that funding for this contract will be provided 100% by the entity according to the terms of the agreement. A vehicle is provided by Denton County and the entity pays Denton County a vehicle usage fee. Denton County will not be providing supplemental funding for any expenses.

EXHIBIT B**SUBJECT: ATTENDANCE/LEAVE TIME****TITLE: ATTENDANCE****I. POLICY**

Employees are expected to be at their assigned work stations as prescribed by their respective department in order to provide consistent, dependable service to all citizens of Denton County.

II. PROCEDURE**A. Scheduling**

Each Department Head/Elected Official shall establish a work schedule for his/her department that provides for maximum operating efficiency. It shall be the responsibility of the Department Head or designated Supervisor to ensure that all employees are informed of existing work schedules.

B. Reporting

Each employee is personally responsible for notifying his/her Supervisor or Department Head prior to being late or absent. Any employee who does not call or report within fifteen (15) minutes prior to his/her regularly scheduled time or as soon as reasonably possible may be carried absent without pay. The Department Head shall review all situations for extenuating circumstances.

C. Unexcused Absences

Unexcused absence will result in disciplinary action by the Department Head/Elected Official.

D. Abandonment of Duties

Any employee who fails to call in during the specified reporting time or report to work for three (3) consecutive days may be deemed to have abandoned his/her duties and his/her employment may be terminated.

E. Inclement Weather or Disaster

It is the policy of Denton County to remain open unless it is determined that the majority of citizens traveling to or doing business in County offices or on County property would present an unreasonable safety risk to themselves. Denton County may also close if a critical shortage of energy occurs. The County Judge, or a designated representative, based upon recommendations from the Office of Emergency Management, will decide whether the County will remain open, delay opening, or close.

1) Notification of Closings and/or Delayed Openings:

In the event that the County plans to close or delay opening of offices, the County Judge's office will notify area news media of the decision no later than 6:00 A.M. All essential personnel must make every effort to report to duty.

The following media will be notified of delays or closing of Denton County offices:

KDFI/FOX-TV	CHANNEL 4
KXAS/NBC-TV	CHANNEL 5
WFAA/ABC-TV	CHANNEL 8
CBS11-TV	CHANNEL 11
TXA21-TV	CHANNEL 21
WBAP-RADIO	820 AM
KRLD-RADIO	1080 AM
KNTU-RADIO	88.1 FM

When the Denton County Judge closes the County, announcements will be posted to the County's website at www.dentoncounty.com and provided via text message to employees who have registered with NIXLE to receive weather or other emergency announcements on their mobile devices.

2) Denton County Office Closures and Delayed Openings:

When an official closure or delayed opening is issued by the Denton County Judge, work time lost shall be coded in Kronos using the pay code "County Closure Paid Time Off (County Closure PTO)".

County Closures PTO will not exceed 40 hours annually without Commissioners Court approval.

Part-time employees who are eligible for benefits will receive either $\frac{1}{2}$ or $\frac{3}{4}$ of a full-time employee accrual based upon the number of budgeted hours.

Part-time employees who are not eligible for benefits are not eligible for County Closure PTO.

County Closure PTO balances expire after 12 months and are not paid upon termination.

If County Closure PTO needed exceeds the amount of the annual award, then Commissioners Court may consider additional hours.

a. For full day closures:

Employees not reporting for their scheduled shift the day of closure shall claim no more County Closure PTO hours than necessary to make their shift whole.

County Closure PTO hours claimed shall not cause the employee's total hours to exceed that of the employee's regularly scheduled shift.

b. For partial day closures:

Employees leaving early, or not reporting for their scheduled shift, shall claim no more County Closure PTO hours than the amount of hours necessary to make their shift whole.

County Closure PTO hours claimed shall not cause the employee's total hours to exceed that of the number of hours by which the employee's shift was impacted by the closure or delayed opening.

c. All closures:

Employees shall not claim more than the number of scheduled hours impacted by the closure, delayed opening, or early closure of the County offices.

d. Employees not scheduled to work at the impacted time(s) are not eligible to claim County Closure PTO hours.

e. Employees who received prior approval to take a scheduled day off using benefit time or unpaid leave on the impacted day(s) are not eligible to claim County Closure PTO hours.

f. Employees who are required to work within any shift on the day of the closure or delayed opening may use their County Closures PTO on a scheduled day in the future, but it must be taken within twelve months of when it is accrued.

1. Managers should ensure that employees that were required to work on the closure are scheduled soon thereafter for their day off in the future.

2. Full Day Closures - The amount of hours taken in the future shall not exceed the number of regularly scheduled hours the employee normally works.

3. Partial Day Closures - The amount of hours taken in the future shall not exceed the number of hours that would have been affected during the actual closure when it occurred in real time.

g. If an employee exhausts the awarded accrual balance prior to Commissioners Court's approval of additional County Closure PTO, then the employee may be required to use other appropriate accrued benefit leave.

h. For departmental closures that occur outside of the official closure by the County Judge will require the employee to use appropriate benefit accruals such as vacation, comp time or personal time.

3) Examples:

- a. For an 8:00am-5:00pm shift with a delayed opening at 10:00am, an employee shall not claim more than two (2) hours of County Closure PTO.
- b. For a 6:00am-2:00pm shift with a delayed opening at 10:00am, an employee shall not claim more than four (4) hours of County Closure PTO.
- c. For an 8:00am-5:00pm shift with an early closure at 3:00pm, an employee shall not claim more than two (2) hours of County Closure PTO.

4) Not Reporting for Scheduled Shift:

- a. Employees who are unable to report to work must contact their respective Department Head/Supervisor and review their circumstances.
- b. Such notification and review must be made no later than fifteen (15) minutes prior to their regularly scheduled shift or as soon as reasonably possible.
- c. Time lost from work when not approved may result in leave without pay or other disciplinary action.
- d. Final timecard documentation decisions will be determined by the Department Head/Elected Official, in compliance with this policy.

Approved By:	<u>Commissioners Court</u>	Date: <u>01-01-89</u>
Revised By:	<u>Commissioners Court</u>	Date: <u>01-21-97</u>
Revised By:	<u>Commissioners Court</u>	Date: <u>01-09-01</u>
Revised By:	<u>Commissioners Court</u>	Date: <u>04-03-01</u>
Revised By:	<u>Commissioners Court</u>	Date: <u>04-11-06</u>
Revised By:	<u>Commissioners Court</u>	Date: <u>03-16-10</u>
Revised By:	<u>Commissioners Court</u>	Date: <u>12-06-11</u>
Revised By:	<u>Commissioners Court</u>	Date: <u>11-04-14</u>
Revised By:	<u>Commissioners Court</u>	Date: <u>03-10-15</u>



Denton County IntraSite

Denton County IntraSite

Applications Departments

Help Desk Internet

Policies Projects

Training Useful Stuff

SUBJECT: ATTENDANCE/LEAVE TIME

TITLE: OVERTIME (NON-EXEMPT)

Policy #3.3

I. POLICY

Compensatory time is the method of payment for time worked in lieu of overtime payment.

II. PROCEDURE

A. COMPENSATION FOR OVERTIME WORKED: (NON-LAW ENFORCEMENT)

1. All non-exempt employees, other than law enforcement personnel, may accumulate up to 240 hours of compensatory time. After this time, they must be paid for overtime worked.

Example: An employee actually works forty-five (45) hours. The employee is granted five (5) hours overtime at time and one-half rates ($5 \times 1.5 = 7.5$ hours.)

2. When an employee uses benefit time as well as time worked to accumulate more than forty (40) hours of compensatory time, the hours shall be accumulated at straight time (36 hours worked + 8 hours holiday = 44 hours. Compensatory time would be 4 hours.)

When a holiday is worked, the employee shall be paid for the hours worked plus accrual of eight (8) hours compensatory time.

Example: The employee worked five (5) days, one of which was a holiday. The employee would be paid for 40 hours and accumulate 8 hours compensatory time.

B. COMPENSATION OF OVERTIME WORKED: (NON-EXEMPT LAW ENFORCEMENT)

1. Overtime will be paid in either compensatory time or pay when required.

2. All hours worked up to eighty (80) hours during a 14-Day Work Period shall be compensated at straight time.

3. Hours worked from eighty-one (81) through eighty-six (86) during the 14-Day Work Period shall be compensated with compensatory time on a straight time basis. Hours worked in excess of eighty-six (86) hours shall be compensated on a time and a half basis.

4. Time not worked but compensated, such as sick-leave, holiday, vacation, etc., shall be calculated at straight time.

5. All law enforcement personnel shall be compensated for all overtime accumulated in excess of four-hundred-eighty (480) hours upon completion of the 14-Day Work Period.

C. ALTERNATE COMPENSATION FOR OVERTIME WORKED (NON-EXEMPT, COUNTY FUNDED EMPLOYEES)

1. Denton County budgets limited funds in order to pay overtime wages. Individual departments will be allotted the portion of the sum that is proportionate to the percentage of non-exempt, county funded positions in the department. Funds cannot be transferred out of this line item. Compensatory time rules will be suspended and overtime will be paid for hours actually worked in excess of 40 hours per week (or 86 hours per pay period for law enforcement personnel) when all of the following are true:

a. The department head or elected official of the department to which the employee is assigned determines that the department has sufficient budgeted funds to pay for the overtime hours worked; and,

b. The employee requests overtime pay in writing and has the supervisor's written approval.

2. A department may not transfer more than the original budgeted amount for the fiscal year for overtime funds into this line item.

D. COMPENSATORY TIME BALANCES

All compensatory time shall be carried over from year to year and any balance shall be paid upon separation, transfer to an exempt position, or transfer to the supervision of another department head or elected official.

E. APPROVAL OF OVERTIME

All overtime worked must be approved by the Supervisor.

F. APPROVAL OF TIME OFF

Compensatory time off is to be approved by the Supervisor in compliance with the Fair Labor Standards Act.

Approved by the Denton County Commissioners

Date: 01-01-89

Court:

Revision #1:

Date: 05-11-99

Revision #2:

Date: 06-10-08

EXHIBIT C

Investigator

Class Code:
L1073DENTON COUNTY
Revision Date: Oct 1, 2018**SALARY RANGE**\$25.37 - \$38.05 Hourly
\$2,029.54 - \$3,044.23 Biweekly
\$52,768.00 - \$79,150.00 Annually**GENERAL STATEMENT OF JOB:**

The Investigator performs investigative law enforcement work for a department of assignment. Work involves investigating crimes and complaints, securing evidence, and apprehending and preparing prosecution of criminal offenders. Employee is responsible for investigating various misdemeanor and felony offenses such as robbery, assault, larceny, homicide, arson, fraud, forgery, rape, and crimes against children. Employee is subject to the usual hazards of investigative and general law enforcement work.

SPECIFIC DUTIES AND RESPONSIBILITIES:**Common Duties:**

Performs a variety of investigative work; collecting evidence, conducting interviews and following up on leads.

Maintains investigative files.

Attends court and presents evidence and testimony as necessary.

Regular and punctual attendance is required.

Criminal District Attorney

Reviews misdemeanor cases, making sure all the elements are met and the information is made available to the prosecutors; provides input to prosecuting attorneys regarding merits, strengths, and weaknesses of criminal cases.

Prepares witnesses, law enforcement and civilian, for testimony; ensuring that all are aware of proper testimony procedures.

Assists in specialized investigations as directed.

Conducts oral and written interviews of suspects, complainants, prisoners, and other witnesses; interviews witnesses and reporting police officers regarding involvement in

criminal cases prior to trial.

Testifies in criminal cases before juries and judges.

Obtains and serves search and arrest warrants, and performs searches; assists in making arrests.

Maintains communication with informers and surveillance over known agitators and other suspected law violators, and prepares reports for law enforcement agencies of known or suspected criminal activity, as appropriate.

Review felony intoxication cases; makes recommendations into actions to be taken; maintains files as necessary.

FV Expansion Grant

Locates witnesses and victims; reviews all cases and ensures that all evidence and witnesses are in report.

Orders evidence as needed; contacts all officers and interviews or follows up with regarding case work.

Sets up necessary equipment to examine evidence; burn copies and print pictures for lawyers.

Prepares and serves subpoenas for the parties, medical records, and documents.

Provides security for attorneys and witnesses; makes arrests as necessary.

Answers or responds to inquiries related to investigations or cases as necessary.

School Resource Officer

Investigates, arrests, and files cases for offenses committed on school property or within Denton County.

Ensures the safety and security of school campuses; responds to emergencies as necessary.

Sheriff CID

Investigates crimes committed in the County.

Examines scene of crime to determine exact nature of law violations.

Searches for clues and makes preliminary interrogations of suspects; gathers and labels evidence found.

Interviews complainants, suspects, witnesses and other persons who may have information related to crimes or suspected criminal activity.

Interviews and interrogates suspects and assists in administering polygraph tests to suspects and victims.

Maintains communications with informers and surveillance over suspected law violators, and participates in the surveillance of suspected law violators.

Assembles and organizes statements and evidence for presentation in court and before grand jury.

Sheriff Mental Health

Performs law enforcement work to provide mental health assessments for all Denton County citizens requiring Mental Health and Mental Retardation emergency screens and transportation to appropriate mental health facility mandated by law.

Conducts mental health emergency screenings.

Transports emergency detained patients to authorized mental health facility.

Prepares case for Probable Cause hearing within 24 hours of emergency commitment. Assists District Attorney with evidence needed to present court case.

Works with Probate Court clerk in signing and preparing court documents.

Monitors patient in holding facility at Denton County Courthouse who are awaiting probable cause or temporary hearings.

Transports patient from court to Wichita Falls on court ordered commitment.

Coordinates with county jail and court personnel for transportation of the criminally charged to and from facilities.

Consults with families of patients on procedures involved with the commitment process.

K-9 Handler

Cares for and maintains police K-9 in compliance with customs, practices, policies, and law pertaining to the utilization of a K-9 in a law enforcement role.

Trains K-9 and documents K-9 training, and provides court room testimony as a result of K-9 assisted investigations.

Provides an environment for the K-9 that places a priority on the health and safety of the K-9 and the community at large.

Professional Standards Unit

Conducts comprehensive Internal Affairs investigations on employees of the Sheriff's Office.

Prepares and presents extensive detailed internal written narrative investigations to administration and legal counsel for disposition and appropriate action in accordance with Civil Service Rules.

Screens and evaluates candidate viability based on initial submitted documents. Conducts Investigative Interviews to establish candidates work history, professional aptitude, and state and/or agency disqualifiers.

Researches and reviews compiled resource information to corroborate and substantiate candidates' background investigation. Prepares detailed narrative referencing applicant employment suitability, credentialing, and integrity based on the investigation.

Nonessential Duties and Responsibilities

Performs other related duties as required.

EDUCATION, EXPERIENCE, AND LICENSES:

Must be a U.S. citizen.

Certification as a Peace Officer in the State of Texas required. Depending on area of assignment, other certifications and licenses may be required.

Possession of a valid driver's license. Must be able to obtain a State of Texas driver's license within 90 days.

Must be able to pass a State Criminal History background check.

Sheriff

High School Diploma or GED and a minimum of three years of patrol experience; or an equivalent combination of patrol experience, education and related experience required. Completion of some college level course work preferred.

If assigned to the K-9 unit the handler must reside in an adequately fenced, single-family residence (minimum 5-foot high fence with locking gates)

District Attorney

High School Diploma or GED and a minimum of three years of criminal investigations experience; or an equivalent combination of criminal investigations experience, education and related experience.

Associate's Degree and Master Peace Officer certification preferred.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Requires the ability to perform under stress and when confronted with persons acting under stress, and in emergency situations.
- Requires considerable knowledge of modern criminal investigative practices and procedures.
- Requires general knowledge of federal, state and local laws relative to criminal investigations.
- Requires general knowledge of the locations of streets, roads and highways and the geography and socioeconomic characteristics of the County.
- Requires general knowledge of the ethical guidelines applicable to the position as outlined by professional organizations and/or federal, state and local laws, rules and regulations.

- Requires skills in the use of firearms and other law enforcement equipment.
- Requires the ability to exercise sound judgment in emergency and routine situations and to adopt quick, effective and reasonable courses of action.
- Requires the ability to make observations and remember names, faces, and various details.
- Requires the ability to use small office equipment, including copy machines or multi-line telephone systems.
- Requires the ability to use computers for data entry.
- Requires the ability to use computers for word processing and/or accounting purposes.
- Requires the ability to be accountable for inventory/property management.
- Requires the ability to make recommendations that impact the budget.
- Requires the ability to manage the budget within assigned unit/division.

PHYSICAL DEMANDS/WORK ENVIRONMENT:

Must be physically able to operate a variety of machinery and equipment. Must be physically able to operate a motor vehicle. Must be able to exert up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or 25 pounds of force constantly to move objects. Position requires the ability to lift more than 60 pounds. Work may involve walking, standing, running and physical confrontation. Must have minimal levels of eye, hand, and foot coordination. Position requires the ability to see, smell, hear, taste, and speak as well as color, texture, and depth perception.

NOTICE:

The above job profile does not include all essential and nonessential duties of this job. All employees with disabilities are encouraged to contact the Human Resources Department to review and discuss the essential and nonessential functions of the job. An employee with a disability can evaluate the job in greater detail to determine if she/he can safely perform the essential function of this job with or without reasonable accommodation.

DISCLAIMER:

Job profiles are not intended, nor should they be construed to be, an exhaustive list of all responsibilities, tasks, skills, efforts, working conditions, or similar behaviors, attributes or requirements associated with a job. A job profile is not a comprehensive job description. It is intended for the sole purpose of acquainting a person who is unfamiliar with such position with a brief overview of the position's general direction and scope. This position profile is intended for internal use only.