PROFESSIONAL AGREEMENT FOR
SERVICES RELATING TO A SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN
THE CITY OF FRISCO
AND
THE FRISCO INDEPENDENT SCHOOL DISTRICT

THE STATE OF TEXAS)

) INTERLOCAL COOPERATION AGREEMENT:

COUNTY OF COLLIN)

THIS INTERLOCAL COOPERATION AGREEMENT (**"Agreement"**) is made and entered into with the Effective Date of the **1st** day of **August**, **2026**, by and between the **CITY OF FRISCO** (hereinafter called **"CITY"**) and the **FRISCO INDEPENDENT SCHOOL DISTRICT** (hereinafter called **"FISD"**). CITY and FISD may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the CITY and FISD desire to enter into this Agreement relating to the provision of certain police services by CITY to FISD in accordance with the program description and details entitled School Resource Officer Program (see Exhibit A).

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby do mutually agree as follows:

I.

Scope of Agreement: CITY shall provide thirty-seven (37) licensed peace officers (32 Officers, 4 Sergeants, and 1 Lieutenant) herein referred to collectively as "City Employees" or "SROs" for the School Resource Officer Program during the **2026-2027** school year to be assigned to duties as described in Exhibit A, attached hereto, and incorporated herein for all purposes.

II.

Term of Agreement: The term of this Agreement shall be for a period of one (1) year beginning on the Effective Date of August 1, 2026, and ending July 31, 2027. This Agreement will be reviewed by all parties annually and revised as necessary.

III.

Payment for Services: FISD shall pay CITY the sum of one-half of the non-grant funded gross Salary Expenses of the City Employees for the full term of this Agreement to be paid at the end of the school year, but not later than September 1, 2027. "Salary Expenses" include, but are not limited to, wages based on the individual SRO's hourly rate based on forty (40) hour workweek, insurance, longevity, education, incentive and/or certification pay, FICA/Medicare contributions at a rate of 7.65%, Texas Municipal Retirement System (TMRS) pension contributions at a rate of 15.61% from the Effective Date until December 31, 2026 and then at a rate of 15.7% from January 1, 2027 until July 31, 2027 (this rate shall vary after December 31, 2027), health and life insurance premiums, and workers' compensation allocations.

So long as this Agreement is in place, FISD agrees that every quarter, FISD shall send FISD's Crossing Guard's "CG's Salary Expenses" that includes, but is not limited to the following salary, benefits, insurance, etc. FISD agrees the CITY will be responsible for one-half of FISD's Crossing Guard's "CG's Salary Expenses" that includes, but is not limited to, the FISD's Crossing Guard's salary, benefits, insurance, etc. The CITY shall credit one-half of the "CG's Salary Expenses" before paying the amount due to FISD for the "SRO Salary Expenses."

FISD shall not be relieved of its obligation to pay the entire amount described in "Salary Expenses" in this Agreement in the event that CITY exercises its right to temporarily reassign the City Employees when, in the sole judgment of CITY, their services are required in response to a citywide or major emergency, or in the event that the resource officer is absent due to sickness, injury, family medical leave, training, or court appearances.

IV.

Independent Contractor. CITY and FISD agree and acknowledge that each Party is not an agent of the other Party and is and at all times shall be deemed to be an independent contractor. The Parties further agree and acknowledge each Party shall be wholly responsible for its own acts, forbearance, negligence and deeds, and for those of its agents and employees in conjunction with the performance of work covered under this Agreement. The Parties also agree that FISD's Crossing Guard's are and shall at all times remain sole employees of FISD, FISD shall retain exclusive control over the hiring, training, daily supervision, discipline, assignment, and management of the FISD's Crossing Guard's, regardless of their physical placement at FISD facilities, and the FISD's Crossing Guard's are not under the control or supervision of the CITY. The Parties also agree that the City Employees are and shall at all times remain sole employees of the CITY, the CITY shall retain exclusive control over the hiring, training, daily supervision, discipline, assignment,

and management of the officers, regardless of their physical placement at FISD facilities, and the City Employees are not under the control or supervision of FISD. Notwithstanding the above, CITY agrees to consider the input of FISD for any matters described in Exhibit A so long as such input is provided directly to the City's Chief of Police and not directly to the City Employees. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between FISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of FISD employees and shall not be considered in any manner to be FISD employees.

V.

Insurance: CITY shall maintain insurance coverage or self-insurance sufficient to cover its operations under this Agreement and, upon request by FISD, shall provide FISD documentation of its coverage. CITY shall also provide, during the term of this Agreement, worker's compensation insurance, including liability coverage for its active employees performing work under this Agreement, in the minimum amounts required by Texas state law. Upon receiving a written request by FISD, the CITY shall provide a standard certificate of insurance or proof of self-insurance and/or workers' compensation coverage. FISD will not ask for certificate of insurance or proof of self-insurance and/or workers' compensation coverage more than twice annually. CITY agrees to provide a standard certificate of insurance or proof of self-insurance or proof of self-insurance and/or workers' compensation coverage without written request by FISD in the event of a material change in the CITY's coverage.

VI.

Availability of Funds: Funds are not presently budgeted for performance under this Agreement beyond the end of the **2026-2027** fiscal year. The Parties agree that the continuation of this Agreement after the close of any given fiscal year, for the CITY which closes on September 30th of each calendar year and for FISD which closed on June 30th of each calendar year shall be subject to City Council or Board approval. In the event that the City Council/Board does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the Parties shall have no further obligations hereunder, except that FISD shall be obligated to pay monies owed to the CITY for services it has provided pursuant to this Agreement through the end of that fiscal year.

VII.

Termination: This Agreement may be terminated by either party at its sole option and without prejudice by giving one hundred eighty (180) days prior written notice of termination to the other party. Upon termination of this Agreement, the CITY's operational

management of the City Employees shall continue uninterrupted, and during any such period of continued operational management, the FISD shall remain fully responsible for and shall reimburse the CITY for all Salary Expenses incurred while the City Employees continue providing services to FISD as outlined in the Agreement. The CITY will assume any and all fiscal responsibilities for its City Employees for expenses arising after the date the City Employees cease providing services to FISD or after the effective date of termination, whichever comes later ("Termination Date"). FISD remains liable for all SRO Salary Expenses, prorated (if applicable) and accrued under this Agreement up to the Termination Date.

VIII.

Assignment of Agreement: 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.

IX.

Waiver: No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof.

X.

Place of Performance/Venue: All obligations of each party to this Agreement shall be performed in Collin County, Texas or Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

Notices: Notices to FISD shall be deemed given when delivered in person to the Superintendent of Schools of FISD, or on the next business day after the mailing of said notice addressed to said FISD care of the Superintendent of Schools of FISD by United States mail certified or registered mail, return receipt requested, and postage paid at 5515 Ohio Drive, Frisco, Texas 75035**.**

Notices to CITY shall be deemed given when delivered in person to the City Manager, or on the next business day after the mailing of said notice addressed to said CITY care of the City Manager by United States mail, certified or registered mail, return receipt requested, and postage paid at 6101 Frisco Square Blvd, Frisco, Texas 75034.

XII.

Criminal Investigations. FISD explicitly acknowledges that City Employees are bound by oath to enforce the laws of the State of Texas and the United States. FISD shall have no power, control, or directive authority over any criminal investigation, arrest, search, or law enforcement action initiated by a City Employee involving a student or any other individual on school property. FISD acknowledges and agrees the City Employees shall not be utilized to enforce routine school administrative tasks or student codes of conduct, which remain the sole responsibility of FISD personnel. The City Employees shall execute their duties in strict compliance with the Texas Code of Criminal Procedure, applicable constitutional mandates and CITY policies.

Severability Provisions: If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provisions had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

Entire Agreement of Parties: This Agreement and any exhibits shall be binding upon the Parties hereto, their successors and assigns, and constitutes the entire agreement between the parties. No other agreements, oral or written, pertaining to the performance of the Agreement exists between the parties. **This Agreement can be modified only by an agreement in writing, signed by both parties.**

XIV.

Immunity: CITY and FISD agree that neither party has waived any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions by entering into and performing the obligations under this Agreement. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

Records: By entering into this Agreement, neither party is provided with any contractual right of access to any records or information created, received, or maintained by the other Party unless expressly stated herein. Each Party is independently responsible for compliance with any requests received pursuant to the Texas Public Information Act (TPIA), and any third-party seeking information generated or maintained by a Party to this Agreement should submit requests for such information directly to that Party. In the event FISD receives a request for FISD records that FISD knows to also be records related to an on-going law enforcement investigation or the subject of a criminal subpoena issued by the CITY, FISD will notify the CITY and seek written confirmation from the CITY that it would like to assert a law enforcement exception to release of the record under TPIA Section 552.108. The CITY may respond to this request(s) but is not obligated to do so. In the event CITY provides such written confirmation within timelines prescribed by the

TPIA, FISD will prepare, at its own expense, and submit a request for opinion from the Texas Attorney General asserting the law enforcement exception to release of the identified records and shall provide CITY a copy of such request for opinion.

Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

Assignment. This Agreement is not assignable.

[Remainder of Page Intentionally Blank. Signature Page Attached.]

IN WITNESS WHEREOF, the parties have executed this Agreement with an Effective Date as outlined above.

FRISCO INDEPENDENT SCHOOL DISTRICT

By: _____
Keith Maddox, President, Board of Trustees

ATTEST:

By: _____
Dynette Davis, Secretary, Board of Trustees

APPROVED AS TO FORM ONLY:

By: _____
Esther Kolni, General Counsel

CITY OF FRISCO

By: _____
Wesley Pierson, City Manager

ATTEST:

By: _____
Kristi Morrow, City Secretary

APPROVED AS TO FORM ONLY:

By:  _____
Erika Toledo, City Attorneys

SCHOOL RESOURCE OFFICER PROGRAM

"Exhibit A"

DEFINED TERMS

Capitalized terms not defined in this Exhibit A shall have the meaning provided to them in the body of the Agreement.

PURPOSE

The primary purpose of the School Resource Officer Program ("SRO Program") is the reduction and prevention of crime committed by juveniles and young adults. This is accomplished by assigning patrol officers to school facilities on a permanent basis. The SRO Program accomplishes its purpose by achieving the established goals and objectives below. Goals and objectives are designed to develop and enhance rapport between youth, peace officers and school administrators. Officers who are chosen for this program are responsible for establishing the communication links and creating a free flow of information between all parties involved. Every officer assigned under this Agreement is, and shall at all times remain, a sole employee of the City of Frisco. The City of Frisco retains exclusive control over the hiring, training, daily supervision, discipline, assignment, and management of the officers, regardless of their physical placement at District facilities.

GOALS

1. Reduction of criminal offenses committed by juveniles and young adults.

2. Establish rapport with the students.

3. Establish rapport with the parents, faculty, staff, administrators and other adults.

4. Sustain the current SRO Program with vision and creativity to increase student participation, which will benefit the students, the school district, the police department, and the community.

5. Present as a positive role model, demonstrate personal integrity, and exemplify good moral character for students and adults, and treat the peace officer badge as a symbol of public faith and enduring public trust.

6. Provide safety for students, faculty, staff and all persons involved with the school district.

ORGANIZATIONAL STRUCTURE

1. Uniformed peace officer(s) designated as School Resource Officers (singularly, an **SRO** or together, **SROs**) will be assigned to Frisco Independent School District (**FISD**)

secondary campuses and rovers will be assigned to cover elementary campuses and will directly report to an SRO Sergeant. When a need arises for an SRO at an elementary campus, SRO rovers will respond. If SRO rovers are busy, the SRO Sergeant assigned to the elementary, as determined utilizing the feeder pattern of the school district, will determine which SRO should respond.

2. SROs are peace officers first, employed by the Frisco Police Department ("**FPD"**) and are responsible for carrying out all duties and responsibilities as a peace officer. SROs have enforcement responsibilities where criminal matters are concerned. The expectations toward SRO consultation and education are more formally established in the school setting.

3. **School-related Questioning.** SROs are licensed peace officers not school disciplinarians and should not assume this role. If an SRO is not actively participating in a specific, authorized function, the SRO shall not be present at the questioning of a student for school disciplinary purposes. To preserve the legal distinction between school administrative actions and law enforcement actions, when a school administrator is conducting an interview/questioning in connection with a school disciplinary investigation, an SRO may stand by outside the room. An SRO may enter the room strictly for an immediate, active safety threat at the request of an administrator. Once that safety threat is resolved, the SRO must immediately exit. Unless requested due to a safety threat, SROs shall not be present inside the room during student disciplinary interviews and shall not question students while a school administrator is conducting a student discipline interview.

4. **Law Enforcement Questioning.** This section applies when an SRO is acting as a peace officer conducting a law-enforcement interview of a student on FISD property in connection with a law-enforcement case, not a school-disciplinary purpose, or for investigations of suspected child abuse or neglect. Under this subsection, in the event an SRO needs to question a student in connection with a law enforcement matter, the SRO shall maintain exclusive operational control over the interview, including its timing, manner, duration, location, and participants, subject to applicable law.
    a. The school administrator shall make reasonable efforts to notify the student's parent unless the SRO states that notification:
        i. is prohibited by applicable law, court order, or legal process;
        ii. would create an immediate safety risk;
        iii. could materially compromise the investigation, including by causing flight, destruction of evidence, witness intimidation, or disclosure of confidential investigative information; or
        iv. is restricted by the requirements of a confidential investigation or as otherwise authorized by the Texas Code of Criminal Procedure.
    b. The absence of a parent or guardian does not create an independent right for a school administrator or other FISD personnel to attend a law-enforcement interview. In accordance with Frisco ISD policy, an FISD administrator will attend questioning that occurs on campus unless either a student's parent/guardian is present or the SRO communicates lack of consent for the

administrator's presence. The SRO may refuse consent and exclude or remove an FISD administrator or another third party from the law enforcement questioning, by expressing a valid objection to such presence as outlined below:

i. is prohibited by applicable law, court order, or legal process;
ii. presents a safety concern; or
iii. could compromise investigative confidentiality or witness integrity; or
iv. could affect the voluntariness or reliability of a statement; or
v. could materially interfere with the interview or investigation.

The SRO supervisor will provide a written notice to the appropriate FISD administrator(s) confirming this exclusion/removal under 4(b) above no later than 48 hours from the date of the exclusion/removal. While written notice shall be provided, such requirement does not prevent the SRO from immediately excluding/removing the individual from the interview, if necessary.

5. FISD agrees that requirement of FISD personnel being present as outlined in section 4(b) does not apply when section 5 is triggered. SROs may, without prior notification, parental consent, or third-party presence, retain absolute statutory authority to immediately question any individual on FISD property without delay, notification, or third-party presence if the SRO determines that an immediate threat to life, public safety, or property exists, or as otherwise mandated by the Texas Code of Criminal Procedure.

6. At no time should school administrators and SROs conduct combined or simultaneous student interviews for both school disciplinary and law enforcement investigative purposes. FISD shall conduct any school-disciplinary interview separately, before or after the SRO's law-enforcement questioning, and not in coordination with or at the direction of law enforcement.

7. SROs report directly to an SRO Sergeant, who in turn reports to an SRO Lieutenant, regarding all matters pertinent to their position and function. SROs will not involve themselves in administrative or personnel matters of FISD which are not criminal offenses.

8. All administrative, internal affairs, and disciplinary investigations involving SROs shall be conducted solely by CITY Police Department ("PD") as PD retains absolute and exclusive jurisdiction over all SROs. FISD is strictly prohibited from conducting, or replicating any administrative inquiry, interview, or investigation into the conduct, tactics, or performance of an SRO. FISD may provide factual information or witness statements directly to FPD upon request, but shall not participate in or oversee any part of the CITY's internal investigation unless requested by the CITY. The CITY shall provide notice of its investigative findings to FISD with sufficient detail to satisfy FISD's state/federal minimum legal obligations regarding the supervision of public-school contractors and to meet mandatory notice requirements set by state and federal law, including Title IX of the Education Amendments Act of 1972.

9. **Title IX:** Upon receiving an allegation that an SRO engaged in sex discrimination, sexual harassment, sexual assault, dating violence, domestic violence, stalking, retaliation, or other sexual misconduct arising from the SRO's assignment to FISD, FISD shall notify the CITY's designated representative without undue delay. To the extent allowed under this Agreement, the Parties and/or the CITY shall take lawful interim personnel, assignment, or safety measures concerning the SRO. An interim measure shall not constitute discipline, an admission, or a determination of responsibility.

    a. To the fullest extent permitted by applicable law, the CITY shall serve as the primary investigator and fact-gatherer regarding alleged misconduct by an SRO. FISD shall promptly provide the CITY with relevant information and evidence lawfully available to FISD. The Parties shall coordinate witness contacts, interviews, evidence preservation, and investigative scheduling to minimize unnecessary duplication, inconsistent instructions, repeated student interviews, and interference with any criminal or administrative investigation.
    b. To the extent allowed by law, FISD shall rely on the CITY's fact-gathering and shall not separately interview the SRO or repeat an interview already completed by the CITY. Subject to applicable law, legal process, privilege, confidentiality requirements, and legitimate law-enforcement needs, the CITY shall provide FISD's Title IX Coordinator with the investigative report and relevant supporting materials reasonably necessary for FISD to perform its independent obligations under Title IX. The CITY may redact, summarize, delay, or withhold information when disclosure would violate applicable law, a court order, compromise an active criminal investigation, or violate the legal rights of the complainant, a student, the SRO, or another witness. Disclosure of the CITY's materials prepared under this subsection to FISD does not authorize public release or waive any applicable privilege, exemption, confidentiality protection, or restriction on further use. The CITY acknowledges that in meeting its independent duties under Title IX, FISD may be required to release a copy of investigation findings and supporting evidence to both the complainant and respondent.
    c. The CITY's factual findings, charging decisions, disciplinary decisions, or decisions not to pursue criminal or administrative action shall not bind FISD's Title IX determination. If FISD reasonably determines that the CITY's materials do not provide information necessary for FISD to meet a specific legal obligation, FISD shall first request that the CITY perform the identified supplemental fact-gathering. If the CITY cannot timely complete the requested work, FISD may conduct the limited supplemental inquiry reasonably necessary to fulfill its obligation after coordinating with the CITY and protecting the SRO's applicable rights.
    d. As agreed in this Agreement and to the extent permitted by applicable law, the CITY may designate qualified personnel to serve as FISD's decision-maker or informal-resolution facilitator for a Title IX matter involving an SRO. Each designee must satisfy all legally required training, impartiality, conflict-of-interest, bias, confidentiality, and role-separation requirements. A person

serving as the investigator or informal-resolution facilitator in a matter shall not serve as the decision-maker in that matter. Informal resolution may be used only when legally available and after FISD provides all required notices and obtains the parties' voluntary, written consent; it shall not be used to resolve an allegation that an SRO sexually harassed a student when prohibited by applicable law. FISD remains responsible for ensuring legal compliance and shall independently retain authority over its Title IX Coordinator functions, jurisdictional determinations, required notices, supportive measures, grievance procedures, remedies, recordkeeping, and any other nondelegable duty.

10. The Parties acknowledge and agree that nothing in this Agreement prevents FISD from fulfilling its mandatory reporting obligations to the Texas Education Agency ("TEA") or the State Board for Educator Certification ("SBEC") under Texas Education Code §§ 21.006 and 22.093. However, the fulfillment of these reporting duties shall not authorize FISD to conduct an independent investigation, interview FPD personnel, or interfere with any active FPD administrative or internal inquiry regarding the SROs. FISD's limited role regarding an SRO allegation is strictly limited to providing information or administrative support to the CITY and only upon the express written request and direction of the CITY's Police Department.

11. In the event FISD receives an allegation of misconduct by an SRO from an FISD staff member, student, minor, or another individual on FISD property during school hours where the allegation of misconduct impacts the operations of FISD, FISD shall provide written notice of the allegation to the CITY and may notify the CITY that the SRO may not provide services under the Agreement during the pendency of the CITY's investigation into such allegations. In accordance with Texas Government Code Section 614.022, any complaint against an SRO must be in writing and signed by the person making the complaint before it can be formally investigated by the Police Department. When a student reports an allegation of misconduct by an SRO to a school administrator, teacher, or other authorized staff member, the school employee, acting in loco parentis and pursuant to their official duties to maintain student welfare, is authorized to document the student's statement and submit a signed, written complaint to the City's Police Chief on behalf of the student. The submission of such a written and signed statement by the school official acting in loco parentis shall satisfy the statutory signature and writing requirements of Texas Government Code § 614.022 to initiate a formal personnel investigation. "Misconduct" means a proven violation of CITY police department rules, state laws, or school district policies. This SRO exclusion shall be reviewed by the CITY and FISD at the end of the CITY's investigation when findings are communicated by the CITY to FISD. During the pendency of the investigatory exclusion, FISD will remain financially responsible for contractual costs for that SRO position. If the CITY finds the allegation to be sustained or substantiated, the CITY shall remove the SRO from providing services under the Agreement. For a substantiated or sustained finding, the SRO shall be excluded/removed so long as both Parties agree to such removal/exclusion. If the CITY finds the allegation to be unsubstantiated, not sustained, unfounded, or the SRO is exonerated or not involved, the SRO shall immediately be cleared to return to duty at

FISD. Nothing in this Agreement precludes any SRO (even one excluded/removed) from providing non-SRO police services, which is outside the scope of this Agreement.

Nothing in this provision prohibits the Parties from working together in finding an amenable solution to re-assign SROs. Notwithstanding the foregoing, the CITY maintains absolute, sole control over the deployment, assignment, and employment of the SRO within the CITY at all times.

Selection

When an SRO position becomes available within FPD's internal process, the SRO position will be open to all sworn employees through regular postings via FPD's internal process. Applicants should have at least two years' experience with the FPD or a combination of at least four years police experience. The school district will be consulted about the selection, and as a courtesy, the CITY officers tentatively selected to fill vacant SRO positions will be invited to meet with school officials prior to final staffing. The CITY's Chief of Police will be the final deciding authority on SRO staffing. Annually, SRO leadership will conduct a review of SRO assignments in conjunction with both FPD and FISD.

Duties and Responsibilities

Basic responsibilities of the SROs will include but will not be limited to:

- FISD acknowledges that all SROs assigned under this Agreement are licensed peace officers who have undergone comprehensive background check requirements in compliance with Texas Commission on Law Enforcement (TCOLE) standards and Texas Government Code Chapter 411. The CITY certifies that City Employees providing services under the Agreement who have continuous, direct contact with students have completed background check and pre-service requirements as set forth in Texas Education Code Chapters 22 and 22A, as may be amended, and the guidelines, regulations, and/or forms published by the Texas Education Agency for this purpose. Unless otherwise required by law or judicial order and to preserve the confidentiality of law enforcement records, the CITY shall retain exclusive custody of and maintain all employment records of SROs, which will include record of each SRO's completion of the background check and pre-service requirements described herein. While the CITY shall not release these confidential files directly to FISD, the CITY shall provide these records to state-level investigators in connection with a misconduct investigation opened by the state if required by law or a valid judicial order. CITY will also provide to FISD a memorandum on an annual basis confirming that all City Employees providing services under the Agreement have successfully completed background check and pre-service requirements for all City Employees providing services under a contract with a public school district where such services are continuous and include direct contact with students.
- Take enforcement action on criminal offenses when appropriate.
- Provide information concerning questions about law enforcement topics to students and staff.

- Provide classroom instruction on various criminal law-related topics.
- Coordinate investigative procedures between police and school administration and maintain appropriate separation between criminal investigation and school disciplinary investigation processes.
- Provide limited support to students with personal problems.
- Consult with parents and staff as necessary.
- Handle initial police reports of crimes committed on campus.
- Wear police uniform at all times, or other apparel as approved by both the police department and school district.
- Provide a police presence during events and functions, as appropriate, when requested by the principal and as approved by the SRO Lieutenant, SRO Sergeant(s), or Police Administration.
- Keep school administration/office staff informed when off-campus.
- When practical, attend all school special events.
- When possible and practical, divert juveniles out of the criminal justice system into other social agencies.
- Provide instructional teaching services in the areas of narcotics, safety, public relations, occupational training and leadership.
- Prepare lesson plans as necessary for the presentation of approved topics.

Basic responsibilities of the SRO Sergeants will include but will not be limited to:

- Serve as the liaison between FISD, campus administrators, and the FPD.
- Coordinate work assignments of the SROs between various campuses.
- Coordinate scheduling and work hours of the SROs. (Vacation requests, sick leave, rescheduled time, etc.)
- Approve police reports written by the SROs for school related offenses at their campuses.
- Ensure SRO compliance with the FPD's general orders.
- Take enforcement action on criminal matters when appropriate.

Basic responsibilities of the SRO Lieutenant will include but will not be limited to:

- Serve as the liaison between FISD, campus administrators, and the FPD.
- Oversee the daily operations of the SRO unit.
- Develop strategic plans, goals, and action plans to implement the anticipated growth of the SRO unit.
- Develops budget projections and suggestions for personnel, equipment, and programs.
- Monitor the mandated and specialized training of current staff.
- Review officers' complaints and suggest appropriate personnel disciplinary action.
- Coordinate work assignments of the SROs between various campuses.
- Monitor scheduling and work hours of the SRO Sgts/SROs. (Vacation requests, sick leave, rescheduled time, etc.).

- Approve police reports written by the SROs for school related offenses at their campuses.
- Ensure SRO compliance of the FPD's general orders.
- Take enforcement action on criminal matters when appropriate.

SRO Evaluation and Discipline:

The CITY retains exclusive, absolute authority over the investigation of any allegations of misconduct, breach of duty, or procedural violation committed by an SRO in the execution of the SRO Program, FISD shall immediately refer any personnel complaint regarding an SRO to the CITY's Chief of Police or designee. FISD has no authority to independently investigate, interview under duress, reprimand, suspend, or terminate any SRO. Except as otherwise provided herein regarding FISD requests for exclusion of an SRO from providing services under the Agreement (if applicable), discipline, reassignment, and personnel actions for City Employees remain within the sole discretion of the CITY.

SCHOOL DISTRICT RESPONSIBILITIES

The FISD shall provide the SRO of each campus, the SRO Sergeants, and the SRO Lieutenant, the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- Access to an air-conditioned and properly lighted private office with hallway or direct access to students during passing periods. Such office space shall be large enough to conduct interviews of multiple persons, including students, parents, and school staff.
- The SRO office should not (when practical) be placed in the main office unless multiple officers are assigned to the campus with one office having direct hallway access.
- A location for files and records, which can be properly locked and secured.
- A desk with drawers, chair, worktable or desk, filing cabinet, and office supplies.
- Access to a computer and telephone for general business purposes.
- The opportunity for classroom participation by SROs when appropriate.
- The opportunity for SROs to address teachers and school administrators about the SRO program, its goals and objectives, and criminal justice issues relating to students.

ADMINISTRATION

SROs are not intended to be used to fill in for, or in place of school administrators and should not be utilized in that role.

STUDENT CONSULTATION

SROs are not intended to replace any school counselor nor are they to conduct or offer any psychological, mental health, or emotional counseling.

SROs will advise students on responsibilities and procedures concerning criminal matters.

SROs will give advice to help resolve issues between students that involve matters that may result in criminal violations, disturbances or disruptions.

SROs should not, in most cases, go to the homes of students except in actual emergencies or under conditions that warrant such a visit, including but not limited to, conducting arrests or referrals when a student's individualized circumstances or the nature of the criminal matter require parental involvement. Should a school administrator request an SRO make or accompany school staff on a home visit, SROs should notify an SRO Sergeant or appropriate supervisor prior to the visit. Under emergency or exigent circumstances, such notification may occur after the fact.

ENFORCEMENT

Although SROs have been placed in a formal educational environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene normally will be made when it is necessary to prevent violence, a breach of the peace, personal injury or loss of property. Citations should be issued and arrests made when appropriate and under department policy. When immediate law enforcement action is needed and an SRO is not available, another officer may be dispatched to the school.

SROs should investigate and prepare reports on minor offenses committed at schools. Other department personnel may be summoned to assist, as the SROs deem necessary.

FAMILY EDUCATION RIGHTS AND PRIVACT ACT (FERPA) 20 USC 1232(g)

FISD shall designate SROs as "school officials" for purposes of access to student information governed by the Family Educational Rights and Privacy Act (FERPA) 20 USC 1232(g) when providing services under this Agreement. Student education records and personally identifiable information under the maintenance and control of FISD may be accessed by school officials only for a legitimate educational purpose. The legitimate educational purpose for which an SRO, when acting as a "school official" for the limited purpose under this Agreement, may access or use educational records is to promote school safety, conduct threat assessments, and to secure the physical safety of FISD students, staff, and facilities. To the extent this preclusion is allowed by law, an SRO shall not access education records or personally identifiable information of students for any other purpose, except in compliance with FERPA and exclusions outlined in the paragraphs below including, but not limited to, access made in connection with a health or safety emergency (20 U.S.C. 1232g(b)(1)(I) and 34 CFR §§ 99.31(a)(10) and 99.36) or with a judicial order or a lawfully issued subpoena (20 U.S.C. 1232g(b)(1)(J) and (b)(2) and 34 CFR § 99.31(a)(9)), information sharing required under Texas Education Code § 37.115 for Safe and Supportive School Program threat assessment teams; or notifications mandated by Texas Code of Criminal Procedure Article 15.27 (together, "Exceptions" and singularly, an "Exception").

Nothing in this Agreement shall limit, preclude, or restrict an SRO's authority to access, receive, or disclose student information or records pursuant to an Exception or other exception or mechanism permitted by federal or state law. Furthermore, records created and maintained by SROs for a law enforcement purpose are recognized as law enforcement unit records under 34 CFR § 99.3 and are exempt from the definition of educational records under FERPA. The CITY shall retain exclusive ownership and control over all such law enforcement records. Records under this provision apply to any and all records, documents, files, items, communications, and media created, received, or maintained by the SRO or FPD for law enforcement case(s), incident, investigation, or law enforcement action. The CITY shall retain exclusive custody, ownership, and control over all such law enforcement unit records at all times. FISD possesses no ownership interest in, nor administrative control over, these files. The disclosure, release, or retention of these records shall be governed solely by FPD policies, the Texas Public Information Act, and applicable state or federal law enforcement regulations.

SCHEDULING

Hours - Normally the SRO will work school hours Monday through Friday. However, there may be occasions when this schedule is altered because of court appearances, sickness, injury, training and special assignments. SROs are considered non-exempt employees under the Fair Labor Standards Act (FLSA) and are subject to FLSA provisions as well as department and city policy relating to overtime. **All overtime requests will be reviewed and approved by CITY's Police Supervisor.**

Holidays and Vacation (PTO) - SROs will accrue holidays and vacation at the rate allowed by CITY policy. However, the CITY will make reasonable operational efforts to align routine SRO leave requests with scheduled FISD school holiday calendars, subject always to the sole discretion of the CITY's Chief of Police or designee regarding department staffing needs. Mandatory law enforcement training, re-certifications, and professional development may be scheduled during school breaks or periods when schools are not in session, provided such scheduling does not conflict with CITY operational priorities, instructor availability, or statutory law enforcement training deadlines.

Substitution - Substitution for the SRO by another officer will occur in accordance with the terms of the Agreement. If not explicitly described herein, substitution for an SRO will only be considered through a request by FISD to FPD's administration in writing.

SUMMER ACTIVITY

SROs should attempt to accomplish as much of their required training for this SRO Program during the summer months when school is not in session. So long as pre-approved by the CITY in writing, SROs may be involved in some summer projects with the school district, however, they will spend the majority of the summer months on non-FISD police department assignments.

PROGRAM FUNDING

The SRO Program will begin August 1, 2026. The current year program will be jointly funded by the CITY and FISD and will be for the period of August 1, 2026, through July 31, 2027, with such agreement being included in an agreement agreed to by both parties.