

STATE OF TEXAS

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COUNTY OF COLLIN

INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This Interlocal Agreement for School Resource Officers (“Agreement”) is made between the Celina Independent School District (“District”) and the City of Celina (“City”) for the purpose of establishing the terms under which the City will provide the District with School Resource Officers (“SRO”s). Pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, the parties to this Agreement have determined that the most economic and efficient manner to fulfill their obligations to the students and staff at the District and to the tax paying citizens of the City and the District is to enter into this Agreement between and among themselves and therefore have agreed and do hereby agree, as follows:

I. CITY RESPONSIBILITIES

(a) School Resource Officers (SROs)

- (1) Officers provided. For the initial term the City agrees to assign two 2 police officers to serve as SROs to the District campuses located within the Celina corporate limits. The SROs will be primarily assigned to the high school and junior high school but will respond to requests from the Superintendent or his designee.
- (2) **Functions.** The SROs shall have the following responsibilities:
 - (A) provide campus security and safety to the District’s students, personnel, and any person in the jurisdiction of the SROs, in accordance with the duties of a commissioned police officer of the City;
 - (B) assist in limiting access to the school grounds to authorized persons;
 - (C) eject a person from school property under the District’s control in accordance with Penal Code 30.05;
 - (D) investigate and deter criminal acts on school grounds;
 - (E) serve as liaison between the school, police department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system;

- (F) attempt to identify and counter deviant behavior, such as gang activity, through information gained from assistance to young people and performance of other responsibilities;
- (G) at least once each school year offer to provide instruction to elementary students in a firearms accident prevention program, as determined by the District, pursuant to Texas Occupations Code Section 1701.603;
- (H) be available as a resource to teach, lead a discussion, or offer information on topics on which the SRO has special competence due to law enforcement training, such as safety or drug education;
- (I) take a pro-active role to provide a high visibility crime deterrent and police presence on school property, including, but not limited to, buildings, parking lots, and athletic fields, in order to effectively promote security and order in the schools; and
- (J) City of Celina SRO's shall take primary lead in responding to any reports of criminal conduct on school grounds with the Celina ISD Police Department responding as a secondary support.

(b) **Working conditions.** Normally the SRO will work an eight (8) hour day on instructional days during the regular school term with specific reporting/exit times determined by mutual consent of CISD and the Celina Police Department. Exceptions to such duty may arise when and assigned SRO is in required training or otherwise temporarily required elsewhere as determined by the CITY. SROs are still considered a non-exempt employee under the Fair Labor Standards Act and is subject to its provisions as well as department and city policy relating to overtime. Average number of hours worked each will be no more than 40 hours. All overtime requests will be reviewed and approved by Police Administration.

(c) **Unavailability.** In the event a SRO is absent from work, he is to notify both his supervisor at the Celina Police Department along with the principal of the SRO's assigned school. The District agrees and acknowledges that the SRO may be required to leave the District campuses during school hours as necessary to fulfill the SRO's duties as a police officer. These duties include, but are not limited to, attending mandated training, court, traveling to the detention center, and making arrests. The City shall provide the District notice by notifying the Superintendent when the SRO will be unavailable due to training, court, or other required assignments ten (10) days prior or, when ten (10) days prior notice is not possible, as soon as City becomes aware of such conflict. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of a SRO will not otherwise create an unnecessary risk or hamper school operations.

- (d) **Direction.** The SRO shall remain an employee of the City and shall be assigned by and responsible to the Celina Police Department, but shall work upon the request and with the direction of the Superintendent or his designee.
- (e) **Reassignment.** If a school principal or the Superintendent is not satisfied with the performance of the SRO assigned to the school, they may request in writing the transfer of the SRO, specifying the reason for the request. The Chief of Police for the Celina Police Department will use his professional discretion in deciding whether to replace the SRO.
- (f) **Training and equipment.** The SRO shall wear a police uniform and carry a service weapon while on duty at the school. The City agrees to provide the SRO with office supplies and all forms required in the performance of his duties. The City shall provide law enforcement training and certification as required by law, a City police vehicle and other police equipment including communication equipment necessary to allow the SRO to communicate with the City Police Department and other officers. The SROs must be licensed as provided by Occupations Code Chapter 1701. The District shall provide any equipment necessary to allow the SRO to communicate with school staff if desired by the District.
- (g) **Law enforcement.** The SRO shall take law enforcement action when necessary, but shall not be utilized as a school disciplinarian in the enforcement of District rules or policies. The SRO shall notify the school principal of all occurrences of crime on District campuses, and all custodial arrests or detentions of a student. The SRO shall notify the school principal prior to removing a student from school. The SRO shall follow the guidelines of the Texas Penal Code, Texas Education Code, Texas Code of Criminal Procedure, Texas Occupations Code Chapter 1701, District Policies and Safety Programs, and the Policies and Procedures of the Celina Police Department regarding investigations, interviews, and searches relating to juveniles.
- (h) **Selection of SROs.** The SROs serving as of the effective date shall be Sgt. Jonathan Harris and Officer Cody Kincaid. Any replacement officers or additional officers appointed during the initial term or any term thereafter shall be selected by the Chief of Police. When an SRO position becomes available, notice will be made to all sworn employees through regular postings. Applicants should be off probation with the Celina Police Department and have at least two years police experience. Interested officers should indicate such by sending a memo requesting consideration to the Chief of Police or his designee. The school district will be consulted with about the selection, and officers tentatively selected to fill vacant SRO position will meet with school officials prior to final staffing. The Chief of Police will be the final deciding authority on SRO staffing. Annually, an SRO Sergeant will conduct a review of SRO assignments in conjunction with both CPD and CISD.

- (i) **Confidentiality.** In carrying out duties, SROs shall at all times recognize and respect the confidentiality of student and education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g and its implementing regulations 34 C.F.R. Part 99 (“FERPA”) and District Board Policy (LEGAL) and (LOCAL). The District agrees to provide SROs access to student records to the extent permitted under FERPA. All SROs provided with student records shall follow the same rules as District employees concerning privacy of the records and shall return the records to the District upon completion of their assignment. City agrees that any student information obtained from the District will be used solely for legitimate law enforcement and educational purposes in accordance with all applicable, federal, state, and local laws, rules and regulations. The City agrees to provide the District access to information, to the extent required or permitted by law, pertinent to the safety of any party that the District is responsible for, and all information pertinent to investigations. Nothing contained herein shall restrict an officer’s method of response during health or safety emergencies, investigations of criminal activity, or response to behavior that violates criminal laws or threatens the safety of a student or others.

II. DISTRICT RESPONSIBILITIES

- (a) **Cooperation.** The District agrees to fully cooperate with the City in the implementation of this Agreement.
- (b) **Prompt payment.** The District shall remit funds to the City in a timely manner following receipt of a City invoice.
- (c) **Office Space.** The District agrees to provide the SROs with an office containing appropriate furnishings and a computer workstation capable of connecting to the Police Department Local Area Network. The SRO may be required to sign an Acceptable Use Agreement regarding use of District computer networks and internet access.

III. CONSIDERATION

- (a) **Source of funding.** Each party paying for the performance of services required by this Agreement shall make those payments from current revenues available to the paying party.
- (b) **Payments by District.** The District agrees to pay the City an amount equal to seventy-five percent (75%) of all personnel costs incurred by the City under this Agreement, including Base Pay, Salary Increases, Longevity Pay, Incentive Pay, FLSA, Court Attendance Costs, Medicare, Workers’ Compensation Insurance, Group Health Insurance, and Retirement. Overtime pay authorized by the District

will be invoiced separately by the City. Unless a public necessity exists any officer overtime must be approved in writing by Celina ISD. The City will provide an estimate each year to the district outlining the cost for the next fiscal year's agreement. These payments shall be made to the City in four equal payments to be paid by the 20th day of each month following the completion of a calendar quarter. (For informational purposes the estimated costs for the initial term are set forth on the attached Exhibit A).

- (c) **Renegotiated annually.** The payments under this Agreement may be renegotiated annually changes shall be documented by letter agreement on or before August 1 of each year.

IV. TERM

- (a) **Initial term.** The term of this Agreement shall be effective the ____ day of _____, 2021 and shall continue thereafter for a period of five (5) years on a year to year basis or until either party gives the other party ninety (90) days written notice of intent to terminate.
- (b) **Termination.** This Agreement may be terminated by either party at any time at its sole option, with or without cause, and without prejudice by giving ninety (90) days written notice of termination.

V. INDEPENDENT CONTRACTOR RELATIONSHIP

The City shall perform its obligations under this Agreement as an independent contractor and not as an officer, agent, servant or employee of the District. The City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licensees or invitees. The doctrine of respondeat superior shall not apply as between the City and the District, its officers, members, agents, servants, employees, subcontractors, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the District. It is expressly understood and agreed that no officer, member, agent, employee, subcontractor, licensee, or invitee of the District, or any program participant hereunder is in the paid service of the City. It is also expressly understood that the police officers assigned to this program are employees of the City, and will be paid by the City. The Celina Chief of Police may discipline, reassign, or dismiss the SRO based upon the City of Celina and Celina Police Department policies and procedures. In the event an assigned SRO is reassigned or dismissed, the City shall provide a replacement officer. In the event that the SRO is reassigned or dismissed, the District will not be required to compensate City for the affected SRO for the time period for which the SRO is removed and no replacement is available. Further, City will reimburse the District for any time period not served by the SRO and for which City has already received payment.

VI. NOTICES AND ADMINISTRATION

District and City shall each monitor, review and provide oversight of the services as they are provided and each agrees to notify the other as soon as reasonably possible in the event the level or quality of any services becomes unsatisfactory.

All notices, communications and reports required or permitted under this Agreement shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is subsequently notified otherwise in writing.

If intended for City, to:

John Cullison, Celina Police Chief
110 N. Colorado Street
Celina, TX 75009

If intended for District, to:

Dr. Tom Maglisceau, Superintendent
Celina Independent School District
205 S. Colorado Street
Celina, TX 75009

VII. MISCELLANEOUS PROVISIONS

- (a) **District property.** The City is not responsible for any property belonging to the District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, destroyed, or damaged.
- (b) **Non-discrimination - age.** Both parties agree that neither it nor any of this 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.
- (c) **Non-discrimination - other.** Both parties, in the performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, color, disability, national origin, nor will either party permit its agents, employees, subcontractors, program participants, licensees or invitees to engage in such discrimination.
- (d) **Termination.** The District and the City agree that if either party to this Agreement fails to comply with or breaches any of the material terms and provisions of this Agreement, the non-breaching party shall have the right to declare this Agreement immediately terminated, and the non-breaching party shall have no further responsibility or liability hereunder. Even without breach, this Agreement may be terminated by either party at its sole option and without prejudice by giving thirty (30) days written notice of termination to the other party.

- (e) **Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
- (f) **Enforcement.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right conferred by this Agreement shall not be construed as a waiver or relinquishment of that party's right to assert or rely upon any term or right on any future occasion.
- (g) **Venue.** This Agreement is entered into and performable in Collin County, Texas and shall be interpreted and enforced in accordance with the laws of the State of Texas. Should any claim or action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non- performance of this Agreement, venue shall lie in Collin County, Texas.
- (h) **Entire agreement.** This written instrument constitutes the entire agreement by the parties concerning school resource officers, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms of this Agreement is void. This Agreement has been approved by the governing bodies of each party. Changes in the total number of SROs to be provided by the City and the duty hours to be worked by the SROs shall be determined by mutual consent of the parties.
- (i) **Attorney's Fees.** The City and the District expressly agree that in the event of an adjudication of a claim which includes a legal proceeding brought under or relating in any way to this Interlocal Agreement For School Resource Officers, the prevailing party shall recover its reasonable and necessary attorney's fees as authorized by Texas Local Government Code 271.159.
- (j) **Immunity.** This Agreement is expressly made subject to the City and District's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to City or District or to create any legal rights or claim on behalf of any third party. Neither City nor District waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.
- (k) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED this _____ day of _____, 2021

**SIGNATURE PAGE
FOR INTERLOCAL AGREEMENT FOR
SCHOOL RESOURCE OFFICERS**

CITY OF CELINA

**CELINA INDEPENDENT
SCHOOL DISTRICT**

BY:

BY:

JASON LAUMER, CITY MANAGER

KELLY JUERGENS, PRESIDENT
BOARD OF TRUSTEES

DATE:

DATE:

ATTEST:

ATTEST:

VICKI TARRANT, CITY SECRETARY

TRACEY BALSAMO, SECRETARY
BOARD OF TRUSTEES

EXHIBIT "A"

Officer SRO

Salary - \$ 73,186.22
Benefits - \$ 23,812.45
Total: \$ 96,998.67

Celina ISD to pay \$72,749.00 of total compensation
City of Celina to pay \$24,249.67 of total compensation

Sgt. SRO

Salary - \$ 90,007.00
Benefits - \$ 27,304.52
Total: \$117,311.52

Celina ISD to pay \$87,983.64 of total compensation
City of Celina to pay \$29,327.88 of total compensation