

Information on the School Resource Officer for 2013-2014

*I have attempted to negotiate a contract with the City of Waskom Police Department for a full time school resource officer with no success at this point. I have researched the possibility of our school district creating our own police department within our school district. I have contacted Jim Johnson-Police Chief of the Hallsville ISD Police Department to gather information about creating our own police department. I am providing information to you from Hallsville ISD. I have discussed the possibility of creating a police department within our school district with David Delude. He has met with me two different times to discuss this possibility. I believe that we will need to have one officer that will be our police chief on a 12 month contract of 226 days. We can add officers to the police department at a later date that will only need to be on a 10 month contract. I believe that our police chief can do approximately 90 percent of the security for the 2013-2014 school year. I have talked to Chief Rex Hawsey about security for next year and he is going to raise our hourly rate for security done by Waskom Police Department from \$20.00/hour to \$25.00/hour. I have invited David Delude to attend the Regular May School Board Meeting to discuss the possibility of him being our Waskom ISD Police Chief for the 2013-2014 school year.



Hallsville ISD
P.O. Box 180
Hallsville, Texas 75650-0810

Police Officer
Revised (TASB): 4/18/1997

Job Title: Police Officer

Wage/Hour Status: Nonexempt

Reports to: Chief of Police

Pay Grade: Schedule III, Category 3

Dept./School: Assigned Campus(es)

Date Revised: 5/3/2012

Primary Purpose:

Patrols district property to protect all students, personnel, and visitors from physical harm and prevent property loss due to theft or vandalism. Enforces all laws including municipal ordinances, county ordinances, and state laws. Works independently.

Qualifications:

Education/Certification:

High school diploma or GED

Texas Peace Officer License issued by Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE)

Valid Texas driver's license

Special Knowledge/Skills:

General knowledge of criminal investigation, police report writing, and criminal laws

Training and ability to subdue offenders, including use of firearms and handcuffs

Bondable as required by Texas Education Code §37.081(h)

Ability to pass required physical, psychiatric, and drug tests

Ability to work well with youth and adults

Experience:

At least Five (5) years law enforcement experience preferred

Major Responsibilities and Duties:

Law Enforcement

1. Patrol assigned campus(es) and routes walking or driving within district jurisdiction.
2. Respond to all calls from campuses concerning crisis situations, accidents, and reports of crime.
3. Investigate all criminal offenses that occur within district's jurisdiction.
4. Collect and preserve evidence for criminal investigations including witness statements and physical evidence.
5. Arrest perpetrators, file appropriate charges, and ensure placement in jail or juvenile detention centers for law violations as necessary.
6. Write effective legal incident reports.
7. Testify in court as needed.



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Police Officer

Consultation

- 8. Work cooperatively with other police agencies to share information and provide other assistance.

Safety

- 9. Help provide traffic control at athletic events, school closings or openings, or at any other time.
- 10. Provide protection to or escort district personnel as needed.
- 11. Operate all equipment including firearms according to established safety procedures.

Administration

- 12. Compile, maintain, and file all physical and computerized reports, records, and documents required, including affidavits for arrest, incident reports, and activity reports.

Supervisory Responsibilities:

None.

Equipment Used:

District vehicle, firearm, handcuffs, alarm system, fire extinguisher, security equipment, personal computer, typewriter, and copier.

Working Conditions:

Mental Demands/Physical Demands/Environmental Factors:

Maintain emotional control under stress. Strenuous walking, standing, and climbing; ability to operate a motor vehicle; specific hearing and visual requirements; ability to control sudden violent or extreme physical acts of others and exhibit rapid mental and muscular coordination simultaneously. May be subject to adverse and hazardous working conditions including violent and armed confrontations. Work outdoors in varying climate conditions; drive in all different areas of district at odd hours; on call 24 hours a day.

The forgoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Approved by: _____
Deputy Superintendent Date _____

Employee Signature: _____
Date _____



**2012/2013 School Resource Officer (SRO) Agreement
Between Pine Tree Independent School District and City of Longview**

1. Identification of Parties

For the purposes of this agreement, "Longview Police Department" and "Police Department" shall mean the City of Longview, acting by and through the Longview Police Department, whose mailing address is P.O. Box 1952, Longview, Texas 75606, and the "School District" shall mean the Pine Tree Independent School District, whose mailing address is P.O. Box 5878, Longview Texas, 75608.

2. School Resource Officers Provided

The Police Department will provide two (2) police officers to the School Resource Officer (SRO) program during the 2012-2013 school year. One officer will be assigned to Pine Tree High School and one assigned to Pine Tree Junior High School, both campuses being within the City of Longview. The School District and the Police Department will agree upon the campus assignments for each officer.

3. Compensation

For the services to be rendered by the Police Department under this agreement, the School District will pay the Police Department the sum of _____ The School District will pay said sum in the form of ten (10) equal monthly payments of _____ each. Said monthly payments shall be made to the City of Longview Police Department in accordance with the following payment schedule:

<u>Date of Payment</u>	<u>Amount of Payment</u>
September 10, 2012	
October 10, 2012	
November 10, 2012	
December 10, 2012	
January 10, 2013	
February 10, 2013	
March 10, 2013	
April 10, 2013	
May 10, 2013	
June 10, 2013	

The payments under this agreement are based, in part, on the average salary and benefits of the Longview police officers currently assigned as SROs for the School District. If one or more of these officers is replaced by an officer with lower tenure, the amount of the payment due under this agreement will be adjusted based on the newly assigned officer's salary.

Each party to this agreement that makes any payments under this agreement must make those payments from current revenues available to the receiving party.

4. Facilities and Equipment

SROs will use Police Department vehicles and carry Police Department radios and cell phones that will allow contact from the School District while on duty. School District will provide, at no cost to the Police Department, a secure office space on the campus to which the officer is assigned. The office space must provide the privacy necessary to conduct confidential interviews and other police related business. The School District will also provide a telephone in the office space that is of the type utilizing a "hard line" connection.

5. Utilization, Limitations and Responsibilities of School Resource Officers

Where needed intervention exceeds the School District's ability or scope of authority, the School District may contact the assigned SRO to resolve a law enforcement related administrative and/or emergency situation requiring rapid police response and/or the SRO's special knowledge and expertise. SROs will take lawful enforcement action when necessary. **SROs will not enforce School District regulations or rules unless the violation of such rule or regulation constitutes a violation of a state law or city ordinance.**

The Longview Police Department in collaboration with representatives from the campus and Pine Tree ISD administration shall be responsible for the selection of new school resource officers. However, the Longview Police Department shall have the final authority on the selection of the officer.

Nothing in this agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of beat police officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for priority calls even if a SRO is called.

SROs shall not be responsible for handling minor, non-priority incidents typically handled by beat officers. These incidents include, but are not limited to collisions, burglary/theft reports from School District personnel or students, parking lot details, traffic or fire lane violations, etc. However, if the SROs are available, they may handle them at their discretion.

Except in an extreme emergency, SROs should not be called away from class by the Police Department or School District to handle incidents as such is destructive to the teacher/SRO/student relationship. SROs may be contacted, and may respond as soon as possible to assist beat officers who have been called to their campus.

SROs shall maintain a close liaison with the beat officers around their assigned campus. They shall exchange information regarding suspects, incidents and potential problems to ensure reasonably consistent enforcement from officer-to-officer to the extent permitted by law.

SROs may be reasonably utilized in collateral duty that directly affects or enhances their SRO tasks and relationships. Examples of such collateral duty are: Police Law

Enforcement Explorer Post, and High School Crime Stoppers. The Supervisor of the School Resource Unit Section shall ensure that the SRO's collateral duty time is reasonable and kept on task to maximize their availability during school hours.

SROs shall be scheduled to attend, and required to participate in, mandatory training as directed by law or policy. Additionally, SROs may participate in other reasonable training programs that directly impact their ability and skills as SROs. The Pine Tree Independent School District will reimburse the City of Longview, Longview Police Department, for one half (50%) of the costs for two (2) school resource officers to attend the Annual NASRO Conference or the Texas School Based Law Enforcement Conference sponsored by the Texas School Safety Center Conference by September 1, 2013. The reimbursement will include the travel cost, meals, and tuition.

The Police Department reserves the right to assign SROs to a police function in the event of a "critical incident" or "special event" that dictates a large-scale "call-up" or "recall" of personnel as specified in police General Orders. The Police Department will notify the School District upon such use or occasion.

SROs may work part-time off-duty jobs at school-approved functions, subject to Police Department guidelines and the wishes of the officer. SROs may be given the right to first refusal for school activity related off-duty work. The parties agree that the employer for these purposes will be the School District and that the School District will assume responsibility for payments, if any.

SROs shall remain as employees of the City of Longview and the Police Department and shall be subject to the administration, supervision, and control of the Longview Police Department. Complaints or problems with SROs shall be directed through their supervisor or the Office of Professional Standards. The Longview Police Department has the sole authority to discipline school resource officers.

The SRO shall be on duty from 7:30 A.M. until 3:30 P.M. daily. The SRO is entitled to ½ hour paid lunch. Like patrol officers, the SROs will be subject to emergency calls during lunch. In addition, the SRO shall work an additional ½ hour daily for which he/she is paid overtime by the provisions of this contract. It is understood and agreed that time spent by SROs attending court either juvenile and/or criminal in cases arising from their assigned duties as an SRO shall be considered as hours worked under this agreement.

In the event that an SRO is absent from work, the SRO shall notify their assigned supervisor with the Longview Police Department by 7:00 AM. The SRO supervisor will then contact the school principal and notify him or her of the absence. In the event that an SRO is absent from campus due to illness, the SRO supervisor will periodically throughout the day check with the principal of the campus either by phone or in person to lend assistance. In the event an SRO is absent for a period of ten (10) consecutive work days, the Longview Police Department agrees to assign a substitute SRO to assume and perform the duties of the SRO until such time that the assigned SRO returns to work.

6. Termination of Agreement

The Police Department and School District both reserve the right to limit funding and/or limit or cancel this agreement and shall provide 30 days' written notice of such intent to the other party.

This agreement shall be effective August 1, 2012, and shall automatically expire at the end of the day on June 4, 2013. This agreement may be renewed annually as agreed upon by the parties.

7. Signatory Warranty

By signing this agreement, each person executing this agreement on behalf of a party hereto personally warrants and represents that (i) he or she has full authority to execute this agreement on behalf of the party that he or she represents and bind said party in accordance with the terms and provisions hereof; (ii) the governing body of said party has authorized this agreement; and (iii) said party has taken all necessary action to enter into and make the agreements set forth herein.

8. Survival

Upon the expiration or termination of this agreement for any reason, the obligations of the parties hereunder shall thereupon cease, but the provisions of this agreement which confer rights upon either party and which limit or delineate the responsibility of either party shall remain in effect as to the parties' conduct prior to expiration of this agreement.

9. Counterparts

This agreement and any related documents and any amendments hereto or thereto may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

10. Effect of Authorship on Construction of Agreement

The parties agree that this agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this agreement.

11. No Third-party Beneficiaries or Employment Guarantees

Nothing under this agreement shall be construed to give any rights or benefits in this agreement to anyone other than the School District and the Police Department, and all duties and responsibilities undertaken pursuant to this agreement will be for the sole and

exclusive benefit of the School District and the Police Department and not for the benefit of any other party. Nothing herein extends or confers legal entitlements to the officers of the Longview Police Department or otherwise affects their relationship as employees of the City of Longview – the agreements between the Pine Tree Independent School District and the City of Longview being between the two entities and not a contract with employees of the City of Longview.

12. Amendments

Changes in the terms and conditions of this agreement can be made only by written amendment executed by the parties hereto prior to the changes being made.