

STATE OF TEXAS

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COLLIN COUNTY

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INTERLOCAL AGREEMENT BETWEEN THE CITY OF CELINA AND CELINA INDEPENDENT SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

This Interlocal Agreement for School Resource Officers ("Agreement") is made between the City of Celina ("City") and the Celina Independent School District ("District") for the purpose of establishing the terms under which the City will provide the District with School Resource Officers ("SRO"s) (collectively referred to as the "Parties"). 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.** The City agrees to assign seven (7) full-time certified police officers and one (1) full-time sergeant to serve as SROs to the District campuses located within the City's corporate limits for Term as defined herein below. The SROs will be assigned to the high school, middle school, and elementary schools but will also respond to requests from the Superintendent or his designee in accordance with this Agreement.
- (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 Texas Penal Code, Section 30.05;

- (D) Investigate and deter criminal acts on school grounds;
- (E) Serve as liaison between the school, Celina 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, and required pursuant to Texas Occupations Code, Section 1701.603;
- (H) Be available as a resource to teach, lead 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 proactive 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) SROs shall take primary lead in responding to any reports of criminal conduct on school grounds. The SRO will be promptly notified when a report of criminal conduct on school grounds is made to any school official.
- (K) SROs shall not engage in relationships of a romantic or sexual nature with any District employee while serving as an SRO, regardless of the school to which the SRO is assigned. In the event that a romantic relationship ensues between an SRO and a District employee, the SRO shall immediately notify their supervisor and may be subject to transfer of assignment by the Celina Police Department. Additionally, while present on a school campus or District property, an SRO is strictly prohibited from having romantic, physical, and/or sexual encounters with a District employee.

- (b) **Working conditions.** During the regular school term, on instructional days on Monday through Friday, the SRO will work an eight (8) hour day with specific reporting/exit times determined by mutual consent between the District and the Celina Police Department. Exceptions to such duty may arise when an 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 are subject to its provisions as well as department and city policy relating to overtime. Average number of hours worked each week will be no more than 40 hours.

All overtime requests will be reviewed and approved by Celina Police Department 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 law enforcement duties with the Celina Police Department. These duties include, but are not limited to, attending mandated training, court, traveling to the detention center, and making arrests. In the sole judgement of the City, it may temporarily reassign a SRO to respond to a City obligation or emergency; in such case of emergency, notice prior to reassignment may not be feasible. From time to time, a SRO may be unavailable due to training, court, or other required City assignments; in such cases, the City shall provide the District notice by notifying the principal of the assigned school and the Superintendent ten (10) days prior to the unavailability; if ten (10) days prior notice is not possible, the City shall provide such notice as soon as City becomes aware of the availability of the SRO.

The SROs will accrue holiday and vacation time at the rate allowed by City policy. Holidays and vacation may be scheduled to coincide with school holidays and closures. The SROs should make a reasonable effort to accomplish as much required training as possible during school holidays and closures when reasonably practicable.

The Chief of the Celina Police Department (the "Chief"), in his sole discretion shall have the power and authority to schedule all leave and training for the SROs as he deems necessary.

In the event of a resignation, retirement, dismissal, or reassignment of a SRO, or in the case of a long-term absence (longer than a period of thirty (30) days) of a SRO, the City will provide a temporary replacement for the SRO within a reasonable period of time from the notice of such absence, dismissal, resignation, retirement or reassignment.

- (d) **Direction.** It is expressly understood that SROs are first and foremost law enforcement officers of the Celina Police Department and shall be responsible for carrying out all duties and responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of the Celina Police Department, but shall work upon the request and with the direction of the District Superintendent or his designee.
- (e) **Reassignment.** If a principal or the Superintendent is not satisfied with the performance of the assigned SRO, they may request the transfer of the SRO in

writing, specifying the reason for the request. The Chief will use his professional discretion in deciding whether to transfer and replace the SRO. A good faith effort shall be made by the Chief to address any concerns of the principal or Superintendent expressing the complaint.

- (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, 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 Texas 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. In carrying out any law enforcement duties including any investigations, interviews, and searches relating to juveniles, a SRO shall follow the guidelines of the local, state, and federal law, including the Texas Penal Code, Texas Education Code, Texas Code of Criminal Procedure, and Chapter 1701 of the Texas Occupations Code, as well as District policies and safety programs, and the policies and procedures of the Celina Police Department. It is understood that local, state, and federal law prevails over any conflicting District policies and procedures, and a SRO shall act in accordance with a prevailing law in the case of a conflict.

The SRO shall notify the school principal of all occurrences of any investigation of a crime on District campuses, and if the SRO finds, in his or her discretion, that, through investigation, charges may be brought against a juvenile, all custodial arrests or detentions of a student. Prior to removal of a student from the school premises, a SRO shall notify the school principal of removal.

- (h) **Selection of SROs.** When a SRO position becomes available, notice will be made to all sworn employees through regular postings. Applicants should not be on probation with the Celina Police Department and have at least two years of law enforcement experience with a Texas police department. Officers should indicate interest in a SRO position by sending a memo requesting consideration to the Chief or his designee. The District will be consulted with about the selection, and officers tentatively selected to fill any vacant SRO position will meet with school officials prior to final staffing. The SROs serving as of the Effective Date shall be one (1) Sergeant and seven (7) Officers. Any replacement officers or additional officers appointed shall be

selected by the Chief. The Chief will be the final deciding authority on SRO staffing.

Annually, an SRO Sergeant will conduct a review of SRO assignments in conjunction with both Celina Police Department and the District.

- (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 Title 34, Part 99 of the Code of Federal Regulations ("FERPA") and the District Board Policy. 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. The 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.
- (j) **Reasonable Suspicion.** The SRO shall be considered a "school official" for purposes of carrying out searches and seizures based on reasonable suspicion as it pertains to immediate safety and security issues in regard to the school facilities, the students, or staff. *New Jersey v. T.L.O.*, 469 U.S. 325, 326 (1985).
- (k) **Extracurricular Activities.** From time to time, the District may have the need for a SRO to perform security services at extracurricular activities. It is understood and agreed that any overtime of such security services will be paid by the City, and such overtime will be invoiced quarterly by the City to the District. The District shall be responsible for reimbursement of such overtime fees to the City on a quarterly basis, and paid in accordance with the terms of this Agreement.

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 Celina 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 each SRO's total salary and benefits and twenty-five percent (25%) of the SRO Sergeants total salary and benefits, as incurred by the City under this Agreement, and described in Exhibit "A". Salary and benefits includes base pay, Salary Increases, longevity pay, incentive pay, FLSA, court attendance costs, Medicare, workers' compensation insurance, group health insurance, retirement. The total salary and benefits does not include overtime pay.

Each SRO's salary and benefits, listed in Exhibit "A", shall be split into four equal payments (the "Quarterly Payments"). Each Quarterly Payment shall be remitted by the District to the City on or before the twentieth (20th) day of each month following the completion of a calendar quarter.

- (c) **Overtime.** Any overtime pay must be invoiced separately by the City to the District. Unless a public necessity exists any officer overtime must first be approved in writing by the District. Overtime shall include training, security services for extracurricular activities and special events, and any other service in which overtime is agreed upon by the Parties or addressed in this Agreement. Payment of overtime shall be remitted by the City on or before the twentieth (20th) day following receipt of invoice.
- (d) **Renegotiated annually.** Prior to August 1 of each upcoming school year, the City will provide an estimate to the District outlining the total salary and benefits of SROs, and a total cost of the Agreement, for the next fiscal year.

This estimate is understood to be an estimate only, and may be subject to reasonable change prior to the start date of the school year or during the school year at the beginning of the City's Fiscal Year. The payments under this Agreement may be renegotiated annually, and any changes to total salary and benefits, and total cost of the Agreement shall be documented by an Addendum, on or before August 1 of each year, signed by both parties.

IV. TERM

- (a) **Initial term.** The term of this Agreement shall be effective the _____ day of _____ (the "Effective Date"), and shall continue thereafter for a period of five (5) years beginning on the Effective Date, continuing 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, except as provided in Section VII(d) of this Agreement. In the event of termination of this Agreement, the District shall be entitled to a pro-rated refund for any time period paid for but SRO services are not provided by the City,

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 *respondent 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 Chief may discipline, reassign, or dismiss the SRO based upon the City and Celina Police Department policies and procedures. In the event an assigned SRO is reassigned from SRO duties, or dismissed from the Celina Police Department, the City shall provide a replacement officer to the school. In the event that the SRO is reassigned or dismissed, the District will not be required to compensate the 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 if longer than thirty (30)

days.

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
3025 S. Coit Road
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 a party 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.
- (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, and will not permit its officers, members, agents, employees, program participants, subcontractors, 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 ninety (90) 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 SROs, 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, Section 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 _____, 2025

EXHIBIT "A"

Officer D. Thomas

Salary \$100,396.00

Benefits \$30,534.00

Total: \$130,930.00

District's portion of total compensation: \$98,197.50 City's
portion of total compensation: \$32,732.50

Officer C. Guidera

Salary \$98,374.00

Benefits \$44,417.00

Total: \$142,791.00

District's portion of total compensation: \$107,093.25
City's portion of total compensation: \$35,697.75

Officer N. Flynn

Salary \$89,371.00

Benefits \$28,148.00

Total: \$117,519.00

District's portion of total compensation: \$88,139.25 City's
portion of total compensation: \$29,379.75

Officer D. Terry

Salary \$90,771.00

Benefits \$34,266.00

Total: \$125,037.00

District's portion of total compensation: \$93,777.75 City's

portion of total compensation: \$31,259.25

Officer C. Coduti

Salary \$95,877.00
Benefits \$30,105.00
Total: \$125,982.00

District's portion of total compensation: \$94,486.50
City's portion of total compensation: \$31,495.50

Officer V. Tek

Salary \$85,647.00
Benefits \$33,191.00
Total: \$118,838.00

District's portion of total compensation: \$89,128.50
City's portion of total compensation: \$29,709.50

Officer C. Lang

Salary \$86,307.00
Benefits \$33,329.00
Total: \$119,636.00

District's portion of total compensation: \$89,727.00
City's portion of total compensation: \$29,909.00

Sgt. S. DiGeorge

| | |
|----------|--------------------|
| Salary | \$123,126.00 |
| Benefits | <u>\$40,229.00</u> |
| Total: | \$163,355.00 |

District's portion of total compensation: \$40,838.75
City's portion of total compensation: \$122,516.25

TOTAL COST OF SALARIES AND BENEFITS
2025/2026:

District's portion of total cost of salaries and benefits:
\$701,388.50 (\$175,347.13 per quarter)

City's portion of total cost of salaries and benefits:
\$342,699.50

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

CITY OF CELINA

**CELINA INDEPENDENT
SCHOOL DISTRICT**

BY:

BY:

ROBERT RANC, CITY MANAGER

JEFF GRAVLEY, PRESIDENT
BOARD OF TRUSTEES

ATTEST:

ATTEST:

ASHLEY OWENS, CITY SECRETARY

JENNIFER DRIVER, SECRETARY
BOARD OF TRUSTEES