



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Approval of School Resource Officer (SRO) Program Interlocal Agreement between United ISD and City of Laredo Police Department

SUBMITTED BY: Eduardo Zuñiga **OF:** Associate Superintendent Student Support Services.

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: September 16, 2009

RECOMMENDATION: Consideration and possible approval of Interlocal Agreement between UISD and the City of Laredo to provide SRO services for the current school year.

RATIONALE: The city of Laredo Police Department has offered to provide 5 SRO's to UISD for the period August 24, 2009 through December 18, 2009. Staff recommends approval of the agreement as presented.

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

**SCHOOL RESOURCE OFFICER PROGRAM
INTERLOCAL AGREEMENT
BETWEEN
UNITED INDEPENDENT SCHOOL DISTRICT
AND CITY OF LAREDO POLICE DEPARTMENT**

This agreement is made by and between the UNITED INDEPENDENT SCHOOL DISTRICT and the CITY OF LAREDO POLICE DEPARTMENT as follows:

WITNESSETH:

WHEREAS the UNITED INDEPENDENT SCHOOL DISTRICT agrees to enter into an agreement with the CITY OF LAREDO POLICE DEPARTMENT and the CITY OF LAREDO POLICE DEPARTMENT agrees to provide to the UNITED INDEPENDENT SCHOOL DISTRICT and to manage a School Resource Officer (SRO) Program for the UNITED INDEPENDENT SCHOOL DISTRICT consisting of five (5) full time School Resource Officers, their vehicles, supplies and equipment between August 24, 2009, and December 18, 2009; and

WHEREAS the UNITED INDEPENDENT SCHOOL DISTRICT and the CITY OF LAREDO POLICE DEPARTMENT desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the UNITED INDEPENDENT SCHOOL DISTRICT;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 Goals and Objectives** — It is understood and agreed that the UNITED INDEPENDENT SCHOOL DISTRICT and the CITY OF LAREDO POLICE DEPARTMENT officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:
- 1.1 To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;
 - 1.2 To protect the health, safety and welfare of all students, employees, and citizens by acting swiftly and cooperatively with UNITED INDEPENDENT SCHOOL DISTRICT's Chief of Police and personnel when responding to major disruptions and flagrant criminal offenses at school, such as disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
 - 1.3 To encourage SROs to provide traffic control at schools when deemed necessary for the safety and protection of students and the general public;
 - 1.4 To encourage SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;

- 1.5 To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school; and
- 1.6 To cooperate with UNITED INDEPENDENT SCHOOL DISTRICT law enforcement officers in their investigations of criminal offenses which occur on or off campus related to UISD students.

2.0 Employment and Assignment of School Resource Officer

- 2.1 The CITY OF LAREDO POLICE DEPARTMENT agrees to employ School Resource Officers (SROs) for the UNITED INDEPENDENT SCHOOL DISTRICT consisting of five (5) full time School Resource Officers between August 24, 2009, and December 18, 2009, during the term of this Agreement. The SROs shall be employees of the CITY OF LAREDO POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the CITY OF LAREDO POLICE DEPARTMENT. The SROs are not employees of the UNITED INDEPENDENT SCHOOL DISTRICT. The individual assignment of the SROs that are designated participants in this program will be the mutual agreement of the UISD Chief of Police and the CITY OF LAREDO POLICE DEPARTMENT Chief of Police or his designee.
- 2.2 The CITY OF LAREDO POLICE DEPARTMENT agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the CITY OF LAREDO POLICE DEPARTMENT. The SROs shall be subject to all other personnel policies and practices of the CITY OF LAREDO POLICE DEPARTMENT.
- 2.3 The CITY OF LAREDO POLICE DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. The CITY OF LAREDO POLICE DEPARTMENT shall hold harmless and indemnify the UNITED INDEPENDENT SCHOOL DISTRICT, including its officers, employees and agents, from and against any and all claims, lawsuits, causes of action, grievances, costs and losses arising out of allegations of unfair or unlawful employment practices or conditions brought by any SRO.
- 2.4 In the event an SRO is absent from work, the SRO shall notify his supervisor in the CITY OF LAREDO POLICE DEPARTMENT. The CITY OF LAREDO POLICE DEPARTMENT will then notify the principal and the UISD Police Department and agrees to assign, if available, another SRO, to substitute for the SRO who is absent. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive workdays, the CITY OF LAREDO POLICE DEPARTMENT agrees to assign a substitute SRO to assume and perform the duties of the SRO who is absent from work. Said substitute shall be approved by both parties.
- 2.5 An SRO shall be subject to reassignment to another campus or removal from the SRO Program from UNITED INDEPENDENT SCHOOL DISTRICT for failure to comply

with an assigned duty or failure to advance the goals and objectives of the SRO Program.

3.0 Duty Hours

- 3.1 Officers assigned to the SRO Program will work Monday through Friday, at times designated and agreed to by the UISD Police Chief, the appropriate campus principal, the City of Laredo Chief of Police and the SRO Supervisor, and only on days when students attend classes according to UISD's school calendar, not to exceed 185 days (see attachment A). The maximum number of hours that a SRO officer shall be on duty in a regular workweek shall be 40 hours. Any hours worked that are not part of the SRO regular workweek shall be subject to the overtime policy set forth in section 3.2 of this Agreement. Hours worked and kept by the City of Laredo shall be submitted monthly to the UISD Chief of Police for review and approval for every SRO.
- 3.2 All work performed by an SRO in excess of eight hours (8) in one day or 40 hours in any work week shall be deemed overtime, and shall be compensated on the basis of time and one half of the officer's regular rate of salary or on the basis of compensatory time, as is now the practice. However, overtime shall be paid as straight time until the officer accumulates 80 hours of paid time in a pay period. Paid time includes authorized leave with pay.
- 3.3 The SROs shall preferably be on duty at their respective school(s) from fifteen (15) minutes before the beginning of the students' instructional day until fifteen (15) minutes after the end of the students' instructional day unless modified by mutual agreement of the CITY OF LAREDO POLICE DEPARTMENT and the UISD Chief of Police and the campus Principal. During that time period they shall be allowed a one-half hour (1/2 hour) lunch period.
- 3.4 It is understood and agreed that time spent by SROs attending court for juvenile and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement, but only if the hours worked fall under an SROs regular workweek. All hours worked that are not part of the SROs regular workweek will be subject to any overtime, court time or call-back pay as set forth by the Collective Bargaining Agreement between the CITY OF LAREDO and THE LAREDO POLICE DEPARTMENT.
- 3.5 In the event of an emergency, one or more SROs may be ordered by the CITY OF LAREDO POLICE DEPARTMENT to leave their school duty station during normal duty hours as described above and to perform other services for the CITY OF LAREDO POLICE DEPARTMENT. The time spent shall not be considered hours worked under this Agreement unless the emergency involves and relates to the officer's assigned duties under the SRO Program at UNITED INDEPENDENT SCHOOL DISTRICT.

4.0 Basic Qualifications of School Resource Officers (SROs) — To be an SRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a commissioned officer and should have two (2) years of law enforcement experience;
- 4.2 Shall possess sufficient knowledge of the applicable Federal and State laws, City and County ordinances, UISD Board policies, UISD Student Code of Conduct, Texas Education Code, and regulations;
- 4.3 Shall be capable of conducting in-depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officers

- 5.1 To protect lives and property of the school district, employees, students and citizens of Laredo and any property located within the jurisdictional boundaries of UISD.
- 5.2 To enforce and comply with federal, state and local laws and ordinances, as well as UISD approved policies that do not conflict with LAREDO POLICE DEPARTMENT's rules and regulations (i.e. LPD General Orders Manual, Civil Service Rules and Regulations, City Charter, Government Code Sec. 143). The LAREDO POLICE DEPARTMENT is not responsible for complying with UISD personnel-related policies and UISD Student Code of Conduct.
- 5.3 To investigate criminal activity committed on or adjacent to school property.
- 5.4 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when the officer deems it necessary or it is requested by the campus principal or designee, or the UISD Police Chief.
- 5.5 To answer questions that students may have about Texas criminal or juvenile laws.
- 5.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- 5.7 To provide security for special school events or functions, such as PTA meetings, at the request of the UISD Police Chief and in accordance with the Collective Bargaining Agreement between the CITY OF LAREDO and THE LAREDO POLICE DEPARTMENT and LAREDO POLICE DEPARTMENT policies and procedures.

- 5.8 To provide traffic control during the arrival and departure of students when deemed necessary.
- 5.9 To serve as liaison between the designated campus administration, UISD Police Department, and the CITY OF LAREDO POLICE DEPARTMENT.
- 5.10 To perform other duties as assigned by the UISD Chief of Police and campus principal and approved by the LAREDO POLICE DEPARTMENT, and which advance the goals and objectives of the SRO Program.
- 5.11 All SROs shall be required to submit monthly statistical reports to the UISD Police Chief.

6.0 Chain of Command

- 6.1 As employees of the CITY OF LAREDO POLICE DEPARTMENT, SROs shall follow the chain of command as set forth in the CITY OF LAREDO POLICE DEPARTMENT Policies and Procedure Manual.
- 6.2 In the performance of their duties, SROs shall coordinate and communicate any permissible information set forth by the LAREDO POLICE DEPARTMENT with the principal or the principals' designee of the school to which they are assigned including strategies to prevent and minimize criminal activity on or near campuses. SROs shall coordinate and confer with the UISD's Chief of Police and campus principal when possible.

7.0 Training/Briefing

- 7.1 All SROs may be required by the CITY OF LAREDO POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the discretion of the CITY OF LAREDO POLICE DEPARTMENT Division Commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and SRO officers. The UISD Police Chief or his designee may be allowed to attend the briefing sessions and to participate in the briefing.
- 7.2 Training Sessions may also be conducted to provide SROs with appropriate in-service training such as up-dates in the law, in-service firearm training, and in-service stun-gun training. UISD will provide training regarding Board of Education policies, regulations and procedures during the term and times depicted in this Agreement.
- 7.3 The UISD POLICE DEPARTMENT and THE LAREDO POLICE DEPARTMENT SROs shall comply with all legal statutes relating to search and seizure and use of force.

8.0 Dress Code - SROs shall be provided an appropriate uniform by the CITY OF LAREDO POLICE DEPARTMENT.

9.0 Supplies and Equipment - THE CITY OF LAREDO POLICE DEPARTMENT agrees to provide each SRO with the following equipment.

- 9.1 Properly equipped law enforcement motor vehicles, subject to availability;
- 9.2 THE CITY OF LAREDO POLICE DEPARTMENT agrees to maintain all vehicles assigned to SROs;
- 9.3 THE CITY OF LAREDO POLICE DEPARTMENT agrees to pay for gasoline, oil, replacement tires, and other expenses associated with the operation of the said vehicles;
- 9.4 THE CITY OF LAREDO POLICE DEPARTMENT agrees to purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount minimally required under State law;
- 9.5 The CITY OF LAREDO POLICE DEPARTMENT agrees to provide the standard issue pistol and rounds of ammunition for each SRO;
- 9.6 The CITY OF LAREDO POLICE DEPARTMENT agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties;
- 9.7 The UNITED INDEPENDENT SCHOOL DISTRICT will provide SROs with the same office space as the UISD Police to ensure that the goals set forth in this agreement are met.

10.0 Term of Agreement

- 10.1 The term of this Agreement is for one-half academic year commencing on August 24, 2009 and ending on December 18, 2009, unless amended and agreed to by both parties. The Agreement may be renewed and extended annually for additional and successive one-year-terms as agreed to by both parties, unless notice of non-renewal is given in writing by either party prior to the initial or any succeeding term.
- 10.2 The CITY OF LAREDO POLICE DEPARTMENT reserves the right to terminate the SRO Agreement and shall provide 30 days written notice of such intent to the UNITED INDEPENDENT SCHOOL DISTRICT. UNITED INDEPENDENT SCHOOL DISTRICT reserves the right to terminate the SRO Agreement and shall provide 30 days written notice of such intent to the CITY OF LAREDO POLICE DEPARTMENT.

11.0 Consideration

11.1 The CITY OF LAREDO POLICE DEPARTMENT shall provide the SRO Program to UISD at no cost to UISD for the term of this agreement.

11.2 The only costs that will be reimbursed by the UISD to LPD will be overtime worked as approved by the UISD and THE CITY OF LAREDO POLICE DEPARTMENT for SRO related activities.

12.0 Evaluation

It is mutually agreed that UISD may annually evaluate the SRO Program and the performance of each SRO. It is further understood that the UISD'S evaluation of each officer is on an advisory capacity only and that the CITY OF LAREDO POLICE DEPARTMENT retains the final authority to evaluate the performance of the SROs. The UISD Chief of Police and the Liaison Officer from the CITY OF LAREDO POLICE DEPARTMENT shall meet monthly to discuss the status of the SRO Program and its officers, as well as the COPS Program at UISD.

13.0 Exchange of Information

It is mutually agreed that UISD and the SROs will work together to curtail criminal activity on UISD property. As such, all SROs shall share any information with the UISD Police Chief and Principals in relation to an arrest or an investigation involving UISD personnel or students, except if such sharing of information impedes or obstructs the investigation of a crime. If an SRO withholds information or refuses to share information with the UISD Police Chief or campus principal after an oral or written request has been made and there is no justifiable reason for the withholding of the information, then the SRO shall be removed from UISD, upon the request of UISD. To the extent allowed by the Family Educational Rights and Privacy Act and the Texas Education Code, UISD shall share information relevant to the prosecution or investigation of a crime with the SROs.

14.0 Relationship Of The Parties

Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint ventures or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or implied, a joint venture or partnership.

The CITY OF LAREDO POLICE DEPARTMENT, its employees, agents, and representatives, are not in any manner employed by UISD. Additionally, it is agreed upon, that the UISD employees, agents, and representatives, are not employees of or agents of the CITY OF LAREDO. Each political subdivision is responsible for the acts or omissions of its own employees, agents, or representatives.

15.0 Enforcement

- 15.1 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be constructed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.
- 15.2 Force Majeure. Neither the CITY OF LAREDO POLICE DEPARTMENT nor UISD shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of god, strikes, lockouts, material, or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of the CITY OF LAREDO POLICE DEPARTMENT or the UISD is unable, wholly, or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party within three (3) days as follows:

BY CERTIFIED MAIL OR HAND DELIVERY

United Independent School District
Roberto J. Santos, Superintendent
201 Lindenwood Drive
Laredo, Texas 78046

City of Laredo
Gustavo Guevara, City Secretary
P.O. Box 579
Laredo, TX 78042-0579

- 15.3 Agreement. This Agreement represents the complete School Resource Officer Program Agreement between the CITY OF LAREDO POLICE DEPARTMENT and the UNITED INDEPENDENT SCHOOL DISTRICT.
- 15.4 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing with dates of amendments subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.
- 15.5 Texas Law to Apply. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this Agreement are performable in Webb County, Texas.

EXECUTED this the _____ day of _____, 2009.

Roberto J. Santos, Superintendent
United Independent School District

Carlos Villarreal, City Manager
City of Laredo

ATTEST:

Eduardo Zuniga, CPA
Associate Superintendent for Student Support Services
United Independent School District

Gustavo Guevara
City Secretary
City of Laredo

APPROVED AS TO FORM:

Juan J. Cruz, Legal Counsel
United Independent School District

Raul Casso
City Attorney
City of Laredo