



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Action in regards to Interlocal Agreement with the County of Webb (SEE Task Force Program)

SUBMITTED BY: Juan J. Cruz **OF:** School Attorney

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: September 17, 2014

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees take Action in regards to Interlocal Agreement with the County of Webb (SEE Task Force Program).

RATIONALE:

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

**INTERLOCAL AGREEMENT
BETWEEN
UNITED INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF WEBB**

AGREEMENT is made by and between the UNITED INDEPENDENT SCHOOL DISTRICT and COUNTY OF WEBB as follows:

WITNESSETH:

WHEREAS the UNITED INDEPENDENT SCHOOL DISTRICT agrees to enter into an agreement with the COUNTY OF WEBB and the COUNTY OF WEBB agrees to provide for the UNITED INDEPENDENT SCHOOL DISTRICT and to manage a Safer Educational Environment (“SEE Task Force” Program) in the UNITED INDEPENDENT SCHOOL DISTRICT consisting of 8-12 officers from the Webb County Attorney’s office, Webb County Sheriff’s Office and Webb County Constable’s Offices (hereinafter collectively referred to as “Webb County Officers”), their vehicles, supplies and equipment to work in conjunction with the United Independent School District Police Department and District Administration as provided herein; and

WHEREAS the UNITED INDEPENDENT SCHOOL DISTRICT and the COUNTY OF WEBB set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the said Webb County Officers in the UNITED INDEPENDENT SCHOOL DISTRICT.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Goals and Objectives – It is understood and agreed that the UNITED INDEPENDENT SCHOOL DISTRICT and the COUNTY OF WEBB officials share the following goals and objectives with regard to the SEE Task Force Program in the schools:

- 1.1 To foster educational programs and activities that will increase student’s knowledge of and respect for 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, riots, etc;
- 1.3 To encourage WEBB COUNTY to provide traffic control at schools when deem necessary for the safety and protection of students and the general public;

- 1.4 To encourage WEBB COUNTY officers to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts, if presence by UISD is deemed necessary;
- 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;
- 1.6 To cooperate with UNITED INDEPENDENT SCHOOL DISTRICT law enforcement officers in their investigation of criminal offenses which occur on or off campus related to UISD students;
- 1.7 To create a safer educational environment;
- 1.8 To help address and reduce illegal or criminal activity including; additional law enforcement presence to support current security drug possession/dealing; gang activity/bullying/recruiting; reduce violence; and gather intelligence.

2. Employment and Assignment of Officers

- 2.1 The COUNTY OF WEBB agrees to assign not less than 8 and no more than 12 officers during the term of this Agreement. The Webb County Officers shall be employees of the COUNTY OF WEBB and shall be subject to the administration, supervision and control of COUNTY OF WEBB. The officers are not employees of the UNITED INDEPENDENT SCHOOL DISTRICT. The individual assignment of the Webb County Officers that are designated participants in the SEE Task Force will be by mutual agreement of the UISD Chief of Police and the Webb County Attorney's Office.
- 2.2 The COUNTY OF WEBB, agrees to provide and to pay the Webb County Officers' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the COUNTY OF WEBB. The Webb County Officers shall be subject to all other personnel policies and practices of the COUNTY OF WEBB.
- 2.3 The COUNTY OF WEBB, in its sole discretion, shall have the power and authority to hire, discharge and discipline the Webb County Officers. The COUNTY OF WEBB 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 Webb County Officer.
- 2.4 Any Webb County Officer shall be subject to reassignment to another campus or removal from the SEE Task Force Program from UNITED INDEPENDENT SCHOOL DISTRICT for failure to comply with an assigned duty or failure to

advance the goals and objectives of the SEE Task Force Program.

3. Duty Hours

3.1 Webb County Officers assigned to the SEE Task Force will work Monday through Friday, at times designated and agreed by the UISD Police Chief, the appropriate campus Principal, the respective Webb County Supervisor, and only on days when the students attend classes according to UISD's school calendar not to exceed 185 days (See Attachment A). The Webb County Officers may be subject to assignment to any particular school at any given time. Prior to such assignment, a person designated by the Webb County Attorney's Office shall coordinate such presence at any UISD schools with the District's Chief of Police, at least, one (1) week prior to the date of the Officer's presence at District campuses. If, however, an emergency exists where one (1) week notice is not possible, the SEE Task Force Representative shall communicate with the UISD Chief of Police as soon as possible.

4. Basic Qualifications of Webb County Officers – To be a Webb County Officer assigned to the SEE Task Force, an Officer must first meet all of the following basic qualifications:

- 4.1 Shall be commissioned officer and should have two (2) years of law enforcement experience;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State Law, 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 good example for students; and
- 4.5 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

5. Duties of Webb County Officers

- 5.1 To protect lives and property of the school district, employees, students, and citizens of Webb County and any property located within the jurisdiction 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 Webb County's rules and regulations.
- 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 Principal or the Principal's designee or the UISD Police Chief.
- 5.5 To answer questions that student 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 Webb County Officer 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.
- 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 Webb County Law Enforcement Agencies assigned thereto.
- 5.10 To perform other duties as assigned by the UISD Chief of Police and campus principal and approved by the Webb County Law Enforcement Agencies and which advance the goals and objectives of the SEE Task Force Program.
- 5.11 The Lead Person of the See Task Force shall be required to submit monthly statistics reports to the UISD Police Chief concerning any criminal activity suspected, investigated or prosecuted by the SEE Task Force participants.

6. Chain of Command

- 6.1 As employees of the County of Webb Law Enforcement Agencies, all Webb County Officers shall follow the chain of command as set forth in the respective Policies and Procedures Manual.
- 6.2 In the performance of their duties, Webb County Officers shall coordinate and communicate any permissible information set forth by the SEE Task Force Leader with the principal or the principal's designee of the school to which they are assigned including strategies to prevent and minimize criminal activity on or near campuses. Webb County Officers shall coordinate and confer with the UISD's Chief of Police and campus principal when possible.

7. Training/Briefing

- 7.1 All Webb County Officers may be required by their assigned Webb County Law Enforcement Agency to attend monthly training and briefing sessions. These sessions will be held at the discretion of the SEE Task Force Leaders. Briefing

Sessions will be conducted to provide for the exchange of information between the department and Webb County 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 Webb County Officers with appropriate in-service training such as updates 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.
- 7.3 The UISD Police Department and the Webb County Officers shall comply with all legal statutes relating to search and seizure and use of force.
8. **Dress Code** – Webb County Officers shall be provided an appropriate uniform by their respective Law Enforcement Entity. Each officer assigned to the SEE Task Force shall use his uniform when they are present on UISD property.
9. **Supplies and Equipment** – Webb County agrees to provide each officer assigned to the SEE Task Force with the following equipment:
 - 9.1 Properly equipped law enforcement motor vehicles, subject to availability;
 - 9.2 Maintain all vehicles assigned to Webb County Officers;
 - 9.3 Payment for gasoline, oil, replacement tires, and other expenses associated with the operation of the said vehicles;
 - 9.3 Purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount minimally required under State law;
 - 9.5 Provide the standard issue pistol and rounds of ammunition for each Webb County Officer; and
 - 9.6 Provide each Webb County Officer with the usual and customary office supplies and forms required in the performance of their duties.
10. **Term of Agreement**
 - 10.1 The term of this Agreement is one academic year commencing on September __, 2014 and ending on May 31, 2015 for 185 days, unless amended and agreed to by both parties. The Agreement may be renewed and extended annually for additional and successive one-year-terms agreed to by both parties, unless notice of non-renewal in written is given by either party prior to initial or any succeeding term.

10.2 Webb County reserves the right to terminate this 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 this agreement and shall provide 30 days written notice of such intent to Webb County.

11. Consideration

11.1 Webb County shall provide the SEE Task Force Program to UISD at no cost to UISD for the term of this agreement.

12. Evaluation

It is mutually agreed that UISD may annually evaluate the SEE Task Force Program. UISD Chief of Police and the Liaison Officer from the SEE Task Force shall communicate monthly to discuss the status of the SEE Task Force Program and its officers.

13. Exchange of Information

It is mutually agreed that UISD and the Officers assigned to the SEE Task Force will work together to curtail criminal activity on UISD property. As such, all Officers assigned to the SEE Task Force 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 any officer assigned to the SEE Task Force 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 officer assigned to the SEE Task Force 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 of investigation of a crime with the Officers assigned to the SEE Task Force.

14. 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 venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

The COUNTY OF WEBB, 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 COUNTY OF WEBB. Each political subdivision is responsible for the acts or omissions of its own employees,

agents, or representatives.

15. 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 COUNTY OF WEBB 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 WEBB COUNTY 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 provide 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 78045

Danny Valdez
Webb County Judge
1000 Houston St., 3rd Floor
Laredo, Texas 78040

- 15.3 Agreement. This Agreement represents the complete SEE Task Force Program Agreement between WEBB COUNTY 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 sequent to the date 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 and performable in Webb County, Texas.

EXECUTED this the _____ day of _____, 2014.

Roberto J. Santos, Superintendent
United Independent School District

Danny Valdez
Webb County Judge

APPROVED AS TO FORM:

Marco Montemayor
Webb County Attorney

Juan J. Cruz, Legal Counsel
United Independent School District

Academic Calendar 2014 - 2015



FOR CHILDREN

- New Employee Orientation
- First Day of Class
- Staff/Student Holiday
- Teacher Work-day
- Professional Development
- Early Release
- Early Release High School
- ☾ Inclusive Weather Make-up Days
- ★ STAAR Elementary & Middle
- ★ STAAR High School
- High School Graduations
- Friday, June 5, 2015
- Alexander H.S. - 6:00 P.M.
- Saturday, June 6, 2015
- United South H.S. - 10:00 A.M.
- L.B. Johnson H.S. - 2:00 P.M.
- United H.S. - 6:00 P.M.

20-E	JULY 2014							21-E	AUGUST 2014							22-E	SEPTEMBER 2014													
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S			
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TAKS/STAAR Assessment Dates

Dec. 1 STAAR/EOC English I
 Dec. 2 STAAR/EOC U.S. History & Biology
 Dec. 3 STAAR/EOC English II
 Dec. 4 STAAR/EOC Algebra I
 Mar. 30 STAAR Grade 4 & 7 Writing Day 1
 STAAR Grade 5 & 8 Math
 STAAR/EOC English I
 STAAR Grade 4 & 7 Writing Day 2
 STAAR Grade 5 & 8 Reading
 Dec. 1 STAAR Grade 5 & 8 Reading Re-test

23-E	OCTOBER 2014							24-S	NOVEMBER 2014							25-S	DECEMBER 2014													
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Dec. 3 STAAR/EOC English II
 Dec. 4 STAAR/EOC Algebra I
 Mar. 30 STAAR Grade 4 & 7 Writing Day 1
 STAAR Grade 5 & 8 Math
 STAAR/EOC English I
 STAAR Grade 4 & 7 Writing Day 2
 STAAR Grade 5 & 8 Reading
 Dec. 1 STAAR Grade 5 & 8 Reading Re-test

20-E	JANUARY 2015							19-S	FEBRUARY 2015							18-S	MARCH 2015																				
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S										
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Apr. 22 STAAR Grades 3, 4, 6 & 7 Reading
 STAAR Grade 5 & 8 Science
 STAAR/EOC Algebra I
 STAAR/EOC U.S. History
 STAAR/EOC Biology
 STAAR Grade 5 & 8 Reading Re-test

20-E	APRIL 2015							20-S	MAY 2015							20-S	JUNE 2015																					
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S											
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June 23 STAAR Grade 5 & 8 Reading Re-test

Grading Period Nine Weeks
 Aug. 25 - Oct. 24 (19)
 Oct. 27 - Jan. 9 (19)
 Jan. 12 - Mar. 27 (14)
 Mar. 30 - Jun. 4 (16)

First Semester 82
Second Semester 93
Totals 175

Important Dates
 Aug. 25 - First Day of Class
 Jan. 12 - Start of Second Semester
 June 4 - Last Day of Classes/Early Release

Grading Period Six Weeks
 Aug. 25 - Oct. 3 (29)
 Oct. 6 - Nov. 14 (29)
 Nov. 17 - Jan. 16 (29)
 Jan. 20 - Feb. 27 (27)
 Mar. 2 - Apr. 24 (33)
 Apr. 27 - Jun. 4 (28)



Calendar approved by United ISD,
 Board of Trustees on November 20, 2013.
 Revised - 7/2014