

**PROFESSIONAL CONTRACT
SERVICES RELATING TO A SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN
THE CITY OF MCKINNEY
AND
THE MCKINNEY INDEPENDENT SCHOOL DISTRICT**

THE STATE OF TEXAS)

) **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF COLLIN)

THIS AGREEMENT, entered into this ____ day of _____, 2014, by and between the **CITY OF MCKINNEY** (hereinafter called "**CITY**") and the **MCKINNEY INDEPENDENT SCHOOL DISTRICT** (hereinafter called "**MISD**").

WITNESSETH:

That, WHEREAS, the CITY desires to enter into an agreement relating to providing certain police services to MISD in accordance with the program description and details entitled School Resource Officer Program (see Exhibit A).

NOW, THEREFORE, the parties hereby do mutually agree as follows:

I.

Scope of contract: CITY shall provide ten (10) licensed police officers and two (2) licensed police sergeants for the School Resource Officer Program in the 2014-2015 school year to be assigned to duties as described in Exhibit A, attached hereto and incorporated herein for all purposes.

II.

Term of contract: The term of this contract shall be for a period of one (1) year beginning August 1, 2014 and ending July 31, 2015. This contract will be reviewed by all parties annually and revised as necessary.

III.

Payment for services: MISD shall pay CITY the sum of one-half of the Salary Expenses of the officer for the full term of this contract to be paid at the end of the school year, on or before July 31, 2015. "Salary Expenses" include, but are not limited to, salary, benefits, insurance, etc.

MISD shall not be relieved of its obligation to pay the entire amount described in this contract in the event that CITY exercises its right to temporarily reassign the resource officers when, in the sole judgement of CITY, their services are required in response to a citywide or major emergency, or in the event that the resource officer is absent due to sickness, injury, training, or court appearances.

IV.

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which the officer is assigned to the School Resource Officer Program and the way CITY performs the services required by the terms of this Contract. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between MISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of MISD employees and shall not be considered in any manner to be MISD employees.

V.

Insurance: CITY is insured, and upon request by MISD shall provide MISD documentation of its coverage, said coverage to meet the reasonable approval of MISD. CITY shall also provide, during the term of this contract, worker's compensation insurance, including liability coverage, in the amounts required by Texas state law, for any employee engaged in work under this contract. As to all insurance provided by CITY, it shall provide MISD with documentation upon request indicating such coverage prior to the beginning of any activities under this contract.

VI.

Availability of funds: Funds are not presently budgeted for performance under this contract beyond the end of the 2014-2015 fiscal year. MISD shall have no liability for payment of money for services performed after the end of any fiscal year. CITY shall have no obligation to perform in the event MISD fails to budget for the payment for services contemplated under this contract.

VII.

Termination: This contract may be terminated by either party at its sole option and without prejudice by giving one hundred eighty (180) days written notice of termination to the other party. Upon termination of this contract, the CITY will assume any and all fiscal responsibilities for each officer.

VIII.

Assignment of contract: Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this contract without the prior written permission of the other party to this contract.

IX.

Waiver: No waiver of a breach or any provision of this contract by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provisions of this contract shall not be construed as a waiver thereof.

X.

Place of performance; venue: All obligations of each party to this contract shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this contract and the exclusive venue for any legal proceedings involving this contract shall be Collin County, Texas.

XI.

Notices: Notices to MISD shall be deemed given when delivered in person to the Superintendent of Schools of MISD, or on the next business day after the mailing of said notice addressed to said MISD by United States mail certified or registered mail, return receipt requested, and postage paid at 222 N. Tennessee St, McKinney, Texas 75069.

Notices to CITY shall be deemed given when delivered in person to the City Manager, or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at #1 Duvall St, McKinney, Texas 75069.

XII.

Severability Provisions: If any provisions of this contract are held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this contract shall be construed and enforced as if such illegal,

invalid or unenforceable provisions had never been a part of this contract; and (3) the remaining provisions of this contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this contract.

XIII.

Entire Contract of Parties: This contract and any exhibits shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire agreement between the parties. No other agreements, oral or written, pertaining to the performance of the contract exists between the parties. This contract can be modified only by an agreement in writing, signed by both parties.

XIV.

Immunity: City and MISD agree that neither party has waived its respective sovereign immunity by entering into and performing the obligations under this contract.

IN WITNESS WHEREOF, the parties have executed this contract in the year and day first above written.

Attest:

City of McKinney

By: _____
Tom Muehlenbeck, City Manager
City of McKinney

By: _____
Dr. J.D Kennedy, Superintendent
McKinney Independent School District

City Attorney

SCHOOL RESOURCE OFFICER PROGRAM

"Exhibit A"

PURPOSE

The primary purpose of the School Resource Officer (SRO) Program is the reduction and prevention of crime committed by juveniles and young adults. This is accomplished by assigning patrol officers to school facilities on a permanent basis. The SRO Program accomplishes this purpose by achieving the established goals and objectives. Goals and objectives are designed to develop and enhance rapport between youth, police officers and school administrators. Officers who are chosen for this program are responsible for establishing the communication links and creating a free flow of information between all parties involved.

GOALS

1. Reduction of criminal offenses committed by juveniles and young adults.
2. Establish rapport with the students.
3. Establish rapport with the parents, faculty, staff, administrators and other adults.
4. Create and expand programs with vision and creativity to increase student participation, which will benefit the students, the school district, the police department, and the community.
5. Present a positive role image for students and adults.
6. Provide safety for students, faculty, staff and all persons involved with the school district.

ORGANIZATIONAL STRUCTURE

1. Uniformed police officer(s) designated as School Resource Officers (SRO) will be assigned to McKinney Independent School District secondary campuses, and will directly report to an SRO Sergeant. When a need arises for an SRO at an elementary campus, SRO's will use the same feeder pattern as the school district in order to determine which SRO should respond.
2. SRO's are a police officer first, employed by this department and responsible for carrying out all duties and responsibilities as a police officer. SRO's have enforcement responsibilities where criminal matters are concerned. The

expectations toward counseling and education are more formally established in this setting. SRO's are not school disciplinarians and should not assume this role.

3. School Resource Officers report directly to an SRO Sergeant, who in turn reports to Police Administration, regarding all matters pertinent to their position and function. SRO's will not involve themselves in administrative personnel matters of the McKinney Independent School District which are not criminal offenses.

Selection

When a SRO position becomes available, notice will be made to all sworn employees through regular postings. Applicants should have at least two years experience with the McKinney Police Department or a combination of at least four 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 FPD and MISD. Selection criteria will include but will not be limited to:

- Oral presentation
- Performance reports
- Experience
- Interpersonal skills

Duties and Responsibilities

Basic responsibilities of the SRO's will include but will not be limited to:

- Take enforcement action on criminal offenses when appropriate.
- Provide information concerning questions about law enforcement topics to students and staff.
- Provide classroom instruction on various law-related topics.
- Coordinate investigative procedures between police and school administration.
- Provide limited counseling to students with personal problems.
- Counsel with parents and staff as necessary.
- Handle initial police reports of crimes committed on campus.
- Wear police uniform at all times, or other apparel as approved by both the police department and school district.
- Provide a police presence during events and functions, as appropriate, when requested by the principal and as approved by an SRO Sergeant or Police Administration.
- Keep school administration/office staff informed when off-campus.

- When practical, attend all school special events.
- When possible and practical, divert juveniles out of the criminal justice system into other social agencies.
- Provide instructional teaching services in the area of narcotics, safety, public relations, occupational training and leadership and life skills.
- Prepare lesson plans as necessary for the presentation of approved topics.

Basic responsibilities of the SRO Sergeants will include but will not be limited to:

- Serve as the liaison between MISD, campus administrators, and the McKinney Police Department.
- Coordinate work assignments of the SRO's between various campuses.
- Coordinate scheduling and work hours of the SRO's. (Vacation requests, sick leave, rescheduled time, etc.)
- Approve police reports written by the SRO's for school related offenses at their campuses.
- Ensure SRO compliance of the police department's general orders.
- Take enforcement action on criminal matters when appropriate.

School District Responsibilities

The MISD shall provide the SRO of each campus and the SRO Sergeants the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- Access to an air-conditioned and properly lighted private office with hallway or direct access to students during passing periods. Large enough to conduct interviews of multiple persons, parents, and school staff.
- The SRO office should not (when practical) be placed in the main office unless multiple officers are assigned to the campus with one office having hallway or direct access.
- A location for files and records, which can be properly locked and secured.
- A desk with drawers, chair, worktable, filing cabinet, and office supplies.
- Access to a computer and telephone for general business purposes.
- Access to and encourage classroom participation by the SRO's.
- The opportunity for SRO's to address teachers and school administrators about the SRO program, goals, objectives, and criminal justice problems relating to students.

Administration

SRO's are not intended to be used to fill in for, or in place of school administrators and should not be utilized in that role.

Student Consultation

SRO's are not intended to replace any school counselor nor are they to conduct or offer any formal psychological counseling.

SRO's will advise students on responsibilities and procedures concerning criminal matters.

SRO's will give advice to help resolve issues between students that involve matters that may result in criminal violations, disturbances or disruptions.

SRO's should not, in most cases, go to the homes of students except in actual emergencies or under conditions that warrant such a visit. Should a school administrator request an SRO make or accompany school staff on a home visit, SRO's should notify an SRO Sergeant or appropriate supervisor prior to the visit. Under emergency or exigent circumstances, such notification may occur after the fact.

Enforcement

Although the SRO's have been placed in a formal education environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene normally will be made when it is necessary to prevent violence, a breach of the peace, personal injury or loss of property. Citations should be issued and arrest made when appropriate and under department policy. When immediate action is needed and a SRO is not available, another officer may be dispatched to the school.

SRO's should investigate and prepare reports on minor offenses committed at the schools. Other department personnel may be summoned, as the SRO's deem necessary.

Scheduling

Hours - Normally the SRO will work school hours Monday through Friday. However, there may be occasions when this schedule is altered because of court appearances, sickness, injury, training and special assignments. SRO's 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. All overtime requests will be reviewed and approved by Police Administration.

Holidays and Vacation - SRO's will accrue holidays and vacation at the rate allowed by City policy. However, they may be scheduled to coincide with school holidays or when schools are closed. SRO training should be accomplished during these periods or during the summer when school is not in session.

Substitution - Substitution for the SRO by another officer will only be considered through a request to Police Administration and only on the joint approval of Police Administration and the school district. Typically, this will only be considered for an extended leave.

Summer Activity

SRO's should accomplish as much of the required training as possible during the summer months when school is not in session. SRO's may still be involved in some summer projects with the school district. However, they will probably spend the majority of this time on police department assignments.

Program Funding

The SRO Program will begin August 14, 2014. The current year program will be jointly funded the City of McKinney and the McKinney Independent School District and will be for the period of August 14, 2014 through June 5, 2015 with such program being included in a contract agreed to by both parties.