

**PROFESSIONAL CONTRACT  
SERVICES RELATING TO A SCHOOL RESOURCE OFFICER PROGRAM  
BETWEEN  
THE CITY OF MCKINNEY  
AND  
IMAGINE INTERNATIONAL ACADEMY OF NORTH TEXAS**

THE STATE OF TEXAS )

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

COUNTY OF COLLIN )

THIS PROFESSIONAL CONTRACT ("Contract"), entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF MCKINNEY**, a Texas home rule municipality (hereinafter called "**CITY**"), and the **IMAGINE INTERNATIONAL ACADEMY OF NORTH TEXAS** (hereinafter called "**IMAGINE**").

WITNESSETH:

WHEREAS, the CITY desires to enter into an agreement to provide certain police services to IMAGINE in accordance with the School Resource Officer Program, attached hereto as Exhibit A.

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

I.

Scope of Contract: The CITY shall provide IMAGINE with one (1) school resource officer ("SRO") as part of the School Resource Officer Program for the 2018-2019 school year. The SRO will perform those duties described in Exhibit "A".

II.

Term of Contract: The term of this Contract shall be for a period of one (1) year beginning August 1, 2018 and ending July 31, 2019. This Contract will be reviewed by both parties annually and revised as necessary.

Subject to Section VI., Availability of Funds, and Section VII., Termination, this Contract will automatically renew on August 1 of each year, for subsequent twelve (12) month periods. Payment for services during any such renewal period shall be determined based on the actual costs for officers of the CITY in effect as of August 1 of that renewal period.

III.

Payment for Services: IMAGINE shall pay to the CITY an amount equal to one-half of the non-grant funded Salary Expenses of the SRO for each full term of this Contract. Such amount shall be payable on or before the first day of September immediately following the end of the school year. "Salary Expenses" include, but are not limited to, salary, benefits, insurance, etc. IMAGINE shall pay the CITY the sum of \$56,817 for the twelve (12) months of services to be rendered during the initial term of this Contract. This payment equals 50% of the actual cost of one (1) SRO at pay step 7 as shown in Exhibit "B".

In addition, IMAGINE shall pay the CITY an amount equal to one-half of the annual cost of purchasing one (1) fully equipped police pursuit vehicle as currently outfitted by the CITY for each full term of this Contract. Such amount shall be payable on or before the first day of September immediately following the end of the school year. The annual cost of purchasing the vehicle shall be calculated using a six-year functional life expectancy. The SRO shall be provided one (1) fully equipped police pursuit vehicle in

support of this Contract. IMAGINE shall pay \$5,750 toward the expense of providing the vehicle for this Contract as shown in Exhibit "C".

IMAGINE shall not be relieved of its obligation to pay the entire amount described in this Contract in the event that the CITY exercises its right to temporarily reassign the SRO when, in the sole judgment of the CITY, the SRO's services are required in response to a citywide or major emergency, or in the event that the SRO is absent due to sickness, injury, training, or court appearances.

#### IV.

The CITY is and at all times shall be deemed to be an independent contractor of IMAGINE and shall be wholly responsible for the SRO and the manner in which the SRO 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 IMAGINE and the CITY, SRO or any of the CITY's agents or employees. The CITY shall retain exclusive responsibility for the acts of the SRO and its employees as they relate to the services provided during the course and scope of this Contract and their employment with the CITY. The CITY, SRO and its agents and employees, shall not be entitled to any of the rights or privileges of IMAGINE employees and shall not be considered in any manner to be employees of IMAGINE.

#### V.

Insurance: The CITY is insured and shall provide, during the term of this Contract, worker's compensation insurance, including liability coverage, in the amounts required by Texas state law, for any SRO engaged in work under this Contract. As to all insurance provided by the CITY, it shall provide IMAGINE with documentation upon request indicating such coverage upon written request.

#### VI.

Availability of funds: This Contract is contingent upon annual appropriation of sufficient funds by the City Council for the CITY. In the event sufficient funds are not appropriated for this Contract or previously appropriated amounts are eliminated or reduced, the CITY may terminate this Contract without penalty, charge, or sanction.

#### VII.

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

#### 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 provision of this Contract shall not be construed as a waiver thereof.

#### X.

Place of performance; venue: All obligations of a 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 IMAGINE shall be deemed given when delivered in person to the Superintendent of IMAGINE, or on the next business day after the mailing of said notice addressed to IMAGINE by United States mail certified or registered mail, return receipt requested, and postage paid at 2860 Virginia Parkway, McKinney, Texas 75071.

Notices to the 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 the CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at 222 N. Tennessee St., McKinney, Texas 75069.

XII.

Severability Provisions: If any provision of this Contract is 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 provision 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: 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 this Contract exists between the parties. This Contract can be modified only by an agreement in writing, signed by both parties.

XIV.

Immunity: The City and IMAGINE agree that the CITY has not waived its sovereign immunity by entering into and performing the obligations under this Contract.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date first written above.

**IMAGINE:**

Imagine International Academy  
of North Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY:**

City of McKinney

By: \_\_\_\_\_  
Paul Grimes  
City Manager

Attest:

\_\_\_\_\_  
Empress Drane  
City Secretary

\_\_\_\_\_  
Mark S. Houser  
City Attorney

**Exhibit "A"**  
**SCHOOL RESOURCE OFFICER PROGRAM**

**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. Reducing criminal offenses committed by juveniles and young adults.
2. Establishing rapport with students.
3. Establishing rapport with parents, faculty, staff, administrators and other adults.
4. Creating and expanding programs with vision and creativity to increase student participation, which will benefit the students, Imagine International Academy of North Texas ("Imagine"), the McKinney Police Department ("Department"), and the City of McKinney ("City").
5. Presenting a positive role image for students and adults.
6. Providing safety for students, faculty, staff and all persons involved with Imagine.

**ORGANIZATIONAL STRUCTURE**

1. Uniformed police officer(s) designated as SRO's will be assigned to Imagine and will directly report to an SRO Sergeant.
2. SRO's are a police officer first, employed by the Department and responsible for carrying out all duties and responsibilities as a police officer of the Department. The SRO will have enforcement responsibilities where criminal matters are concerned. The expectations toward counseling and education are more formally established in this setting. The SRO is not a school disciplinarian and shall not assume this role.
3. The SRO will report directly to an SRO Sergeant, who in turn reports to Department administration, regarding all matters pertinent to their position and function. The SRO will not involve himself in administrative personnel matters of Imagine which are not criminal offenses.

**Selection**

If the SRO position becomes available, notice will be made to all sworn employees through regular postings. Applicants shall have at least two years' experience with the 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. Imagine will be consulted with about the selection, and officers tentatively selected to fill a 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. Selection criteria will include but will not be limited to:

- Oral presentation,
- Performance reports,
- Experience, and

- Interpersonal skills.

Each year, an SRO Sergeant and Imagine will conduct a review of the SRO.

### Duties and Responsibilities

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

- Taking enforcement action on criminal offenses when appropriate.
- Providing information concerning questions about law enforcement topics to students and staff.
- Providing classroom instruction on various law-related topics.
- Coordinating investigative procedures between the Department and school administration.
- Providing limited counseling to students with personal problems.
- Counseling with parents and staff as necessary.
- Handling initial police reports of crimes committed on campus.
- Wearing police uniform at all times, or other apparel as approved by both the Department and Imagine.
- Providing a police presence during events and functions, as appropriate, when requested by the principal and as approved by an SRO Sergeant or Department administration.
- Keeping school administration/office staff informed when off-campus.
- When practical, attending all school special events.
- When possible and practical, diverting juveniles out of the criminal justice system into other social agencies.
- Providing instructional teaching services in the area of narcotics, safety, public relations, occupational training and leadership and life skills.
- Preparing lesson plans as necessary for the presentation of approved topics.

Although not assigned to Imagine under this Contract, the basic responsibilities of the SRO Sergeant will include but will not be limited to:

- Serving as the liaison between Imagine, campus administrators, and the Department.
- Coordinating work assignments of the SRO between various campuses.
- Coordinating scheduling and work hours of the SRO (vacation requests, sick leave, rescheduled time, etc.)
- Approving police reports written by the SRO for school related offenses at Imagine.
- Ensuring SRO compliance with the Department's general orders.
- Taking enforcement action on criminal matters when appropriate.

### School District Responsibilities

Imagine shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- Providing access to an air-conditioned and properly lighted private office with hallway or direct access to students during passing periods and that is large enough to conduct interviews of multiple persons, parents, and school staff; but 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.
- Providing a location for files and records, which can be properly locked and secured.
- Providing a desk with drawers, chair, worktable, filing cabinet, and office supplies.
- Providing access to a computer and telephone for general business purposes.
- Providing access to and encouraging classroom participation by the SRO's.
- Providing the opportunity for the SRO to address teachers and school administrators about the SRO program, goals, objectives, and criminal justice problems relating to students.

#### Administration

The SRO is not intended to be used to fill in for, or in place of school administrators and shall not be utilized in that role.

#### Student Consultation

The SRO is not intended to replace any school counselor nor shall he conduct or offer any formal psychological counseling.

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

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

The SRO 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, the SRO 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 has been placed in a formal education environment, he is not relieved of his official duties as an officer for the Department. 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 arrests made when appropriate and in accordance with Department policy. When immediate action is needed and the SRO is not available, another officer may be dispatched to Imagine.

The SRO should investigate and prepare reports on minor offenses committed at Imagine. Other Department personnel may be summoned, as the SRO deems necessary.

#### Scheduling

Hours - Normally the SRO will work during 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. The SRO is still considered a non-exempt employee under the Fair Labor Standards Act and is subject

to its provisions as well as the Department's and City's policy relating to overtime. All overtime requests will be reviewed and approved by Department administration.

Holidays and Vacation – The SRO will accrue holidays and vacation in accordance with the City's policy. However, vacation 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 Department administration and only on the joint approval of Department administration and Imagine. Typically, this will only be considered for an extended leave.

Summer Activity

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

Program Funding

The SRO Program will begin one week prior to the first day of school and continue through the last day of school and summer activities. The SRO Program will be jointly funded by the City and the Imagine with such agreement being included in a contract agreed to by both parties.

**Exhibit "B"**

FY19 Imagine Academy SRO Agreement										
School	Officer	Hours	Hourly Rate (effective 10/1/18)	Salary Step 7 (effective 10/1/18)	TMRS 15.20% (effective FY19)	OASDI 6.20% (effective CY19)	Medicare 1.45% (effective CY19)	Worker's Comp 4.58% (effective FY19)	Annual Benefit Costs (effective FY19)	Total
Imagine Academy	New SRO	2,080	\$ 37.32	\$ 77,626	\$ 11,799	\$ 4,813	\$ 1,126	\$ 3,555	\$ 14,716	\$ 113,635
<b>SUBTOTAL</b>										113,635
<b>IMAGINE ACADEMY PORTION AT 50%</b>										<b>\$ 56,817</b>

**Exhibit "C"**

Imagine Academy SRO Vehicle Agreement			
Description	Quantity	Cost per Unit	Total Cost
Fleet Cost for Fully Outfitted Police Pursuit Vehicle (PPV) - City of McKinney	1	\$69,000	\$ 69,000
Total Annual Cost at 6 Year Functional Life Span (\$69,000/6) - City of McKinney	1	11,500	11,500
<b>Imagine Academy SRO Vehicle Cost Share (50% of Total Annual Cost)</b>	<b>1</b>	<b>\$ 5,750</b>	<b>\$ 5,750</b>