

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

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN)

THIS AGREEMENT, entered into this _____ day of _____, 2013 by and between the CITY OF MCKINNEY (hereinafter called "CITY") and the FRISCO INDEPENDENT SCHOOL DISTRICT (hereinafter called "FISD").

WITNESSETH:

WHEREAS, the CITY desires to enter into an agreement relating to providing certain police services to FISD 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 ONE (1) licensed police officer for the School Resource Officer Program in the 2013-2014 school year to be assigned to duties as described in Exhibit A, attached hereto and incorporated herein for all purposes.

II

Payment for Services: FISD shall pay CITY the sum of fifty percent (50%) of non-grant funded salary expenses of officers for the full term of this Contract to be paid at the end of the school year on or before July 31, 2014. Salary expenses include, but are not limited to, salary, benefits, insurance, cell phone, etc.

III

FISD 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 School Resource Officers when, in the sole judgment of CITY, their services are required in response to a city-wide or major emergency, or in the event that the School Resource Officer is absent due to sickness, injury, family medical leave, 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 manner in which CITY performs 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 FISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for actions of its employees as they relate to 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 FISD employees and shall not be considered in any manner to be FISD employees.

V

Insurance: CITY is insured and upon request by FISD, shall provide FISD documentation of its coverage; said coverage to meet the reasonable approval of FISD. CITY shall also provide, during the

term of this Contract, workers 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 FISD 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 2013-2014 fiscal year. FISD shall have no liability for payment of money for services performed after the end of any fiscal year.

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 FISD shall be deemed given when delivered in person to the Superintendent of Schools of FISD, or on the next business day after the mailing of said notice addressed to said FISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 6942 Maple Street, Frisco, Texas 75034.

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 222 N. Tennessee Street, McKinney, TX 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 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 and signed by both parties.

XIV

Immunity: CITY and FISD 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.

FRISCO INDEPENDENT SCHOOL DISTRICT

Superintendent of Schools

CITY OF MCKINNEY, TEXAS

City Manager

Attest:

City Secretary

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 which are designed to develop and enhance rapport between youth, police officers and school administrators. Officers who are selected for this Program are responsible for establishing 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 students.
3. Establish rapport with parents, faculty, staff, administrators and other adults.
4. Create and expand programs with vision and creativity to increase student participation, which benefits students, school districts, police departments and the community.
5. Present a positive role image for students and adults.
6. Provide safety for students, faculty, staff and all persons involved within the school district.

ORGANIZATIONAL STRUCTURE

1. Uniformed police officers designated as School Resource Officers (SRO) will be assigned to Frisco Independent School District secondary campuses and will directly report to an SRO sergeant. When a need arises for an SRO at an elementary campus, SROs will use the same feeder pattern as the school district to determine which SRO should respond.
2. SROs are police officers first, employed by the CITY's McKinney Police Department and responsible for carrying out all duties and responsibilities as a police officer. SROs have enforcement responsibilities where criminal matters are concerned. Expectations toward counseling and education are more formally established in this setting. SROs are not school disciplinarians and should not assume this role.
3. School Resource Officers report directly to the SRO sergeant, who reports to the CITY's McKinney Police Department Administration regarding all matters pertinent to their position and function. SROs will not involve themselves in administrative personnel matters of the Frisco Independent School District (FISD) 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 of experience with the CITY's 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 regarding selection and officers tentatively selected to fill vacant SRO positions will meet with school officials prior to final staffing. The chief of police will be the final deciding authority on SRO staffing. Annually, the SRO sergeant will conduct a review of SRO assignments in conjunction with both the CITY's McKinney Police Department and FISD. Selection criteria will include, but will not be limited to:

- Oral presentation
- Performance reports

- Experience
- Interpersonal skills

DUTIES AND RESPONSIBILITIES:

CITY Responsibilities

Basic responsibilities of SROs will include, but will not be limited to:

1. Take enforcement action on criminal offenses when appropriate.
2. Provide information concerning questions about law enforcement topics to students and staff.
3. Provide classroom instruction on various law related topics.
4. Coordinate investigative procedures between police and school administration.
5. Provide limited counseling to students with personal problems.
6. Counsel with parents and staff as necessary.
7. Handle initial police reports of crimes committed on campus.
8. Wear police uniform at all times or other apparel as approved by both the CITY's McKinney Police Department and the Fisd.
9. Provide a secure environment during events and functions, as appropriate, when requested by the principal and as approved by the SRO sergeant or CITY's McKinney Police Administration.
10. Keep school administration/office staff informed when off-campus.
11. When possible and practical, divert juveniles out of the criminal justice system into other social agencies.
12. Provide instructional teaching services in the area of narcotics, safety, public relations, occupational training, leadership and life skills. Prepare lesson plans as necessary for the presentation of approved topics.

School District Responsibilities

The Fisd shall provide the SRO of each campus and the SRO sergeant with the following materials and facilities which are deemed necessary to the performance of SRO duties:

1. Access to an air-conditioned and properly lighted private office with hallway or direct access to students during class passing periods. Such office shall be large enough to conduct interviews of multiple persons, parents and school staff.
2. 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.
3. A location for files and records which can be properly locked and secured.
4. A desk with drawers, chair, work table, filing cabinet and office supplies.
5. Access to a computer, cell phone and telephone for general business purposes.
6. Access to and encouraged classroom participation by the SRO.
7. The opportunity for SROs to address teachers and school administrators regarding the SRO Program, goals, objectives and criminal justice problems relating to students.

Student Consultation

The SRO is not intended to replace any school counselor nor 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 which involve matters that may result in criminal violations, disturbances or disruptions.

Student confidentiality should be maintained unless the gravity of a situation dictates otherwise.

An SRO should not, in most cases, go to 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 the SRO sergeant or appropriate supervisor prior to visit. Under emergency or exigent circumstances, such notification may occur after the fact.

Enforcement

Although an SRO is placed in a formal education environment, he/she is not relieved of 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 arrests made when appropriate pursuant to CITY's McKinney Police Department Policy. When immediate action is needed and an SRO is unavailable, another officer may be dispatched to the school.

The SRO should investigate and prepare reports on all minor offenses committed at schools. Other department personnel may be summoned as an SRO deems necessary.

SCHEDULING:

Hours

Normally SROs 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 as directed by the chief of police or his designee. SROs are 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. All overtime requests will be reviewed and approved by the CITY's McKinney Police Department Administration.

Holidays and Vacation

SROs will accrue holidays and vacation at the rate allowed by CITY policy. However, vacations should 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.

Overtime

The FISD agrees to create and provide contract overtime funding for other extracurricular activity, which is conducted after normal working hours by SROs. The principal or his/her designee must approve overtime activity in advance. The FISD will be responsible for the cost of police officers who provide service at FISD athletic events at the cost of \$45.00 per hour. Police officers will be paid as contract employees by the FISD.

Substitution officer

Substitution for SROs by another officer will only be considered through a request to the CITY's McKinney Police Department Administration and only on the joint approval of the CITY's McKinney Police Administration and the FISD. Typically, substitutions will only be considered for an extended leave.

Reporting Procedures:

SROs will develop an activity report to be approved by the CITY's McKinney Police Department Administration which will be submitted to the CITY's McKinney Police Department Administration weekly when school is in session. The report will include, but not limited to, counseling sessions with students, faculty, referrals, criminal offenses investigated, classroom sessions, special events attended and any other pertinent information. A semester report will be submitted summarizing all accumulated data. In addition, where possible, advance schedules of SRO activities will be submitted to the CITY's McKinney Police Department Administration.

Summer Activity:

SROs shall accomplish as much required training as possible during summer months when school is not in session. SROs may be involved in some summer projects with the school district; however SROs will spend the majority of summer time on CITY McKinney Police Department assignments.

Program Funding:

The current year program will be jointly funded by the City of McKinney and the Frisco Independent School District for the period of August 26, 2013 through June 6, 2014.