

STATE OF TEXAS

§ Interlocal Agreement by and between  
§ Wise County, Texas and  
§ Northwest Independent School District  
§ for School Resource Officer Services

This Agreement is entered into upon the date of the last party's signature to this Agreement and is between the Wise County, Texas, (hereinafter referred to as the "County"), and Northwest Independent School District, a public school district located in Denton, Tarrant and Wise Counties, Texas (hereinafter referred to as the "District").

I.  
Purpose

**1.01 Authority.** This Agreement for School Resource Officer (SRO) Services is made pursuant to the authority granted to the parties in the Interlocal Cooperation Act, Texas Government Code §§ 791.001 - 791.0029.

**1.02 Funding.** The expense of any payments of performance required by this Agreement shall come from current revenues legally available to the parties.

**1.03 Goals.** The goals of the SRO Program are as follows:

1. Provision of security and protection of District's students, staff, and property.
2. Reduction of criminal offenses committed by juveniles and young adults.
3. Establish rapport with the students.
4. Establish rapport with the parents, faculty, staff, administrators and other adults.
5. Create and expand programs with vision and creativity to increase student participation, which will benefit the students, the District, the Police Department, and the community.
6. Present positive role models for students.

II.  
County Obligations

**2.01 Number of SROs.** The County will provide one (1) fully-qualified, licensed peace officer who will serve as School Resource Officers assigned to the District.

**2.02 Equipment.** The County agrees to supply any and all necessary equipment, including by not limited to uniforms, radio, computer and any other personal defense equipment for the SRO.

**2.03 SRO Absence.** If the SRO cannot report for duty and will be absent for a day or partial day, the County shall provide another officer to fill in to perform the duties of the SRO in their absence; however, rare emergencies requiring immediate law enforcement presence may take precedence over SRO duties, on a case-by-case basis. The County shall notify the District liaison, via email, notifying what SRO is not going to be reporting for duty and the name of the substitute Officer.

III.  
Duties of School Resource Officer

**3.01 Duties.** The SRO shall perform and fulfill the following duties and obligations of the SRO program, including but not limited to the following:

1. Work closely with campus and District staff to provide a safe and secure learning environment.
2. Participate as a member of campus threat assessment teams when requested.
3. Act as a resource person in the area of law enforcement education.

4. Cooperate and assist in any District efforts, programs, or classes to educate students on law enforcement and criminal justice issues.
5. Make arrests and referrals of criminal law violators within the discretion of the SRO. Although the SRO has been placed in a formal education environment, they are not relieved of their official duties as enforcement officers. 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 County policies and procedures.
6. Conduct or assist in criminal investigations of violations of law on District property.
7. Follow legally appropriate procedures prior to seeking access to student records or searching student property.
8. Be present, upon request, when a school administrator is conducting a search of a student and the school administrator has grounds to believe that the search will discover evidence of a weapon (e.g. guns) or other dangerous item that could cause potential bodily injury to students, school personnel, or the school administrator.
9. Provide a law enforcement resource when necessary to maintain the peace on the District's property and campuses.
10. Take enforcement action on criminal offenses when appropriate and in accordance with County policies and procedures.
11. Wear an approved police uniform while on duty, or other apparel as approved by the Sheriff.
12. Perform other duties requested by the District so long as the performance of such duties is legitimately and reasonably related to the purposes of this Agreement, consistent with state and federal law and the policies and procedures of the District and the County.
13. Follow and conform to all policies and procedures of the District that do not conflict with the policies and procedures of the County. The parties to this Agreement shall abide by all rules, regulations and procedures as outlined in the Civil Rights Act.
14. Assist and evaluate with the implementation of security programs at the request of the District.
15. Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order and security on District campuses and property.
16. Accompany and provide a secure environment for students and District personnel on curricular and extracurricular trips inside and outside of the District upon request and subject to availability.
17. Attend and provide a secure environment at school-related events and functions upon request and subject to availability, including but not limited to, sporting events, class dances and socials, and other social or educational gatherings within District campuses and property.
18. Counsel with parents and staff as necessary.
19. Coordinate directly with campus principals regarding the individual needs of their campus or the District.
20. Use a common-sense approach to enforcement and conduct self in a professional manner.

21. Report all situations involving violence or other dangerous situations to the District Superintendent or designee as soon as possible.
22. Advise students on responsibilities and procedures concerning criminal matters.
23. Help resolve issues between students that involve matters that may result in criminal violations, disturbances, or disruptions.
24. Maintain confidentiality of student information in compliance with the Family Education Rights and Privacy Act ("FERPA").

#### IV. Assignments

**4.01 Qualifications.** Each SRO will be a licensed peace officer under the laws of the State of Texas.

**4.02 Assignment.** The SRO is an employee of the County. The County will select the officer from the eligible applicants for employment. The District will provide input to the County regarding the selection, with the final decision regarding employment being the County's decision.

**4.03 Full-Time Employment.** If at some point, the work schedule of the SRO does not fulfill the full-time requirements of a County employee, the County retains the right to direct the activities of the SRO in order to comply with the full-time requirements.

**4.04 Background Check.** Before an SRO performs any services for the District, the County will ensure compliance with the requirements for criminal background checks as provided under Texas Education Code Chapter 22. This law requires the independent contractor to obtain all criminal history record information on all persons to whom the law applies through the Texas Department of Public Safety (DPS) clearinghouse. This process includes fingerprinting in order to submit the individuals to a national check. County must certify to District that the County has received all criminal history record information on all SROs, and that there were no positive hits. The cost of this requirement is to be paid by the County.

**4.05 Work Schedules.** For school year 2022-23, the SROs are expected to be at their respective campus assignments each day school is in session, starting at an early enough time to monitor and assist student arrival to secondary campuses. Officers are expected to remain on campus throughout the day and remain through the dismissal process, unless the hours are adjusted to accommodate other District assignments. The District may notify SROs of modified work schedules consistent with the District calendar and school events. While the SRO is a deputy who reports to the County Sheriff or his designee, it is also expected that the SRO will provide contracted services to the District and is, therefore, subject to campus assignment or temporary reassignment by the District Superintendent or his designee based on the needs of the District. The District will work with the SRO to manage their time, as to not accrue District-initiated overtime for specific District requests. Any conflict of such schedules or assignments will be referred to the County and District Liaisons for resolution.

#### V. District Obligations

The District shall provide the following:

1. Office space at Chisholm Trail Middle School;
2. Computer, telephone, and other office equipment as needed by the SROs for the performance of their duties within the District;
3. Access and opportunities for classroom participation by the SRO;
4. Information and training on school procedures and policies;
5. Opportunities for the SROs to address teachers and administrators about the SRO Program, goals and objectives;
6. Opportunities to provide input from the SROs regarding criminal justice problems relating to students;

7. Immediate notice to the Sheriff immediately if a conflict arises between the SRO and a District representative;
8. Opportunities for campus principals to coordinate directly with the SRO regarding the individual needs of their campus; and
9. Access, including computer access, to student records as needed to fulfill the duties set out in this Agreement, pursuant to the Family Education Rights and Privacy Act (34 CFR § 99.31) if and only if they are performing duties on behalf of the District in furtherance of the duties of an SRO. Any disclosure of student information to the Wise County Sheriff's Office must be in compliance with FERPA.

## VI. Funding/Consideration

**6.01 Annual Fee.** The District shall pay the County an amount not to exceed **\$50,000** (fifty thousand dollars) ("Annual Fee") for the services provided under this Agreement.

**6.02 Employee Benefits.** Notwithstanding the contribution of funds from the District, the County shall remain responsible for the balance of the funding required to maintain the officer's salary and standard County employee benefits package. At all times under this Agreement, and notwithstanding any contribution of funds by the District, the County shall remain responsible for the withholding of income taxes and Social Security, and for workers compensation, disability benefits, and insurance requirements for the SROs in accordance with the County's standard employee benefits package then in existence. The County will also ensure that the District remains listed as an additional insured on any policy covering the officer's activities and duties.

**6.03 Closure of Buildings.** In the event that an emergency, epidemic, pandemic, weather event, or "act of God" results in the closure of District schools for in-person learning and the SROs do not perform on-campus, in-person duties under this Agreement on the closure days, the Annual Fee will be reduced, on a *pro rata* basis, to 50% of the daily rate for each day of unsupported closure. In any event, the total Annual Fee paid will not be less than 50% of the total contracted amount.

**6.04 Renewal Years.** Funding for renewal years, if applicable, shall be negotiated by the parties and documented in a written modification to this Agreement approved by the respective governing body for each party hereto in accordance with the terms of this Agreement.

## VII. Term

The term of this Agreement shall be in effect for the 2022-23 school year with an initial term of one (1) year commencing on or about August 1, 2022 and ending on or about July 31, 2023 (hereinafter "Initial Term"). After the Initial term, this Agreement may be renewed annually for five (5) additional terms of one (1) year each by written agreement of the parties approved by the respective governing bodies unless otherwise terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days written notice prior to the end of the Initial term or any renewal term.

## VIII. Replacement

The District may, for cause, request a replacement of the SRO. Such a request shall be made through the Sheriff's Office, shall be in writing and shall set forth the basis for the request. A replacement SRO shall be provided as soon as possible giving due consideration to the County's staffing level and time required to complete the outside hiring process as necessary. The County shall have the authority to change personnel serving as the SRO at any time, and in accordance with Section IV, Assignments. In the event that the County changes such personnel for any reason other than termination of the individual serving as SRO, the County shall provide written notice to District of such personnel change.

## IX.

## Notices

Notice to the County shall be accomplished by registered or certified United States Mail, postage prepaid, return receipt requested and addressed as follows:

Wise County Judge  
P.O. Box 393  
Decatur, Texas 76264

Notice to the District shall be accomplished by registered or certified United States Mail, postage prepaid, return receipt requested and addressed as follows:

Dr. David Hicks, Superintendent  
Northwest Independent School District  
P.O. Box 77070  
Fort Worth, Texas 76117

With a copy to:  
Christie Hobbs, General Counsel  
Northwest Independent School District  
P.O. Box 77070  
Fort Worth, Texas 76117

### **X. County Employee**

The SRO shall at all times remain an employee of the County subject to the personnel policies of the County and General Manual of the County. Subject to Section IV of this Agreement, the District shall have the authority to make decisions regarding the officer's assignment and schedule while on-duty at a District campus or property. The County is and at all times shall be deemed to be an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between District and County or any of County's agents or employees. The County assumes responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. The County and its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.

### **XI. Governmental Immunity**

Neither the County nor the District waives or relinquishes any governmental immunities or defenses on behalf of themselves, their trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the functions or obligations hereunder. Both parties agree that the services provided hereunder are exclusively governmental functions.

### **XII. Workers Compensation**

The County shall provide, during the term of this Agreement, worker's compensation insurance in the amounts as required by Texas state law, for all County employees engaged in work under this Agreement. As to all other insurance provided by County, it shall provide the District with documentation indicating such coverage prior to the beginning of any activities under this Agreement.

### XIII. Termination

This agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party. Upon termination of this Agreement, the County will assume any and all fiscal responsibilities from and after the effective date of termination.

### IV. Miscellaneous

**14.01. Venue.** This Agreement is made in Texas and shall be construed, interpreted and governed by Texas laws, and venue for any disputes or actions arising hereunder shall be exclusive in Denton County, Texas.

**14.02. No Third Party Beneficiaries.** By entering into this Agreement, the parties do not intend to create any rights or obligations other than those specifically set forth herein and this Agreement shall not create any rights in persons not a party to this Agreement, including without limitation, any individual serving hereunder as the SRO.

**14.03. Authority to Bind.** The undersigned officer and or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

**14.04. Modifications.** All modifications to this Agreement shall be in writing and approved by the respective governing body for each party.

**14.05 Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties as provided herein.

**14.06. Waiver.** No waiver of a breach or any provision of this agreement 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 Agreement shall not be construed as a waiver thereof.

**14.07. Severability.** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**14.08. Independent Contractor.** Each party covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the other party; that subject to the terms of this Agreement, County shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of it officers, agents, employees, contractors, subcontractors and consultants. Nothing herein shall be construed as creating a partnership or joint enterprise between County and District.

**14.09. Contract Performance Reviews.** Each party agrees to meet periodically in order to review contract performance of sections II, III, IV, V and VI. The purpose of the meeting is to ensure that each party's provided services and job performance are meeting expectations of the other party. The meeting will include the District Liaison and the SRO's immediate supervisor within the police department. At a minimum, the District Liaison and the SRO's immediate supervisor will meet once in October and once in February of each academic school year.

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

**14.11 Resources.** All District-funded and provided resources will be returned at the end of each school year for safe keeping, inventory, maintenance, and service

**14.12 Property Damage.** To the extent provided by law, the County or the Sheriff's Office will not under any circumstances be responsible for any property belonging to the District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged as a result of the action or inaction of the SRO.

**XV.  
Liability**

Any claims by third parties arising as a result of the enforcement of Local, State, or Federal law, including employment claims, shall be handled by, and be the responsibility of, the County. Any claims by third parties arising as a result of the enforcement of District policy or procedure shall be handled by, and be the responsibility of the District.


IN WITNESS WHEREOF, the parties have executed this Contract as of the Dates shown below their respective signatures.

**NORTHWEST INDEPENDENT SCHOOL DISTRICT**

  
Dr. Anne Davis Simpson, President  
Board of Trustees

August 8, 2022  
Date

ATTEST:

  
Dr. Lillian Rauch, Secretary  
Board of Trustees

**WISE COUNTY, TEXAS**

By:   
Judge

9/7/22  
Date

ATTEST:

  
COUNTY SECRETARY

APPROVED AS TO FORM:

  
COUNTY ATTORNEY