

Board Information Item

Information
Packet

Board Agenda
Information

Board Agenda
Action

Board Agenda
Consent

04/27/2026

Subject:

Act on Interlocal Agreements with the City of Colleyville for School Resource Officers

Contact Person:

Rick DeMasters, Interim Superintendent
Paula Barbaroux, Chief Operations Officer
Allen Smith, Director of Emergency Management & School Security

Policy/Code:

Texas Education Code, Section 37.0814

**Priority and
Performance
Objective:**

Priority 1: Student Achievement and Post Secondary Preparedness
Objective 1.3: Safety and Well-Being

Priority 3: Parents, Families and Community Satisfaction and Engagement

Objective 3.1: Parents and Families Satisfaction and Engagement

Objective 3.2: Community Engagement and Partnerships

Priority 4: Strong Financial Stewardship and Internal System Efficiency

Objective 4.1: Transparent Financial Stewardship

Objective 4.2: Effective and Efficient District Operations

Summary:

The proposed Amended Interlocal Agreement (Agreement) reduces the number of School Resource Officers (SROs) by one. The City of Colleyville will continue to provide seven SROs in each GCISD school located in Colleyville. The funding source is the Tax Increment Financing Zone.

The term of the Agreement is August 1, 2026, through July 31, 2027, and renews automatically for one additional year unless

either party requests termination and/or modification at least ninety (90) days before the end of the term in writing to the other party.

The total annual costs for the provision of seven SROs are not to exceed \$900,000.

The Agreement includes a new legislative requirement for service providers, including school resource officers, to complete a pre-service affidavit verifying they have not been investigated for or convicted of misconduct involving minors. Additionally, the Agreement includes a new accreditation standard related to police and SRO access to District facilities and District video footage.

Generally, the Agreement outlines the specific duties of school resource officers (SROs), limitations for their role within the schools, training, direction, oversight, and supervision, compliance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"), work hours, compensation for off-duty hours, and access to surveillance cameras.

Attachments:

Amended Interlocal Agreement with the City of Colleyville for School Resources Officers

Recommendation:

The recommendation is for the Board of Trustees to approve the Amended Interlocal Agreement with the City of Colleyville for the provision of School Resource Officers in all schools located in the City of Colleyville.

STATE OF TEXAS

COUNTY OF TARRANT

AMENDED INTERLOCAL AGREEMENT

This Amended Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of Colleyville, Texas (“CITY”) and Grapevine-Colleyville Independent School District (“DISTRICT”), (individually as the “Party” or collectively as the “Parties”), acting by and through their authorized representatives.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS, the CITY and the DISTRICT entered into an agreement for the purpose of providing police services to DISTRICT by CITY on August 15, 2023 (“Original Agreement”), with an initial term commencing August 1, 2023 and ending July 31, 2024, with annual automatic renewals for additional one-year terms unless or until either party requests termination; and

WHEREAS, the CITY and the DISTRICT entered into an amended agreement on August 21, 2024, with annual automatic renewals for one-year terms through July 31, 2025; and

WHEREAS, the CITY and the DISTRICT wish to proceed with the automatic renewal of the Amended Agreement but further amend the terms of the Amended Agreement as set forth herein; and

WHEREAS, the CITY’s contributions to DISTRICT set forth in Section X of this Agreement are through Tax Increment Financing (TIF) which expires in 2030 and further alternative funding will be the responsibility of the DISTRICT; and

NOW, THEREFORE, CITY and DISTRICT do hereby contract, agree, and covenant for good and valuable consideration the mutual promises and agreements made in the body of this agreement, as follows:

I. TERM; EARLY TERMINATION

A. This Amended Agreement shall commence on August 1, 2026, and end July 31, 2027 (“Initial Term”). It shall thereafter automatically renew for one (1) additional one-year term, unless either party requests termination at least ninety (90) days in advance of the end of the Initial Term, in writing to the other party.

B. Either Party may terminate the Agreement for convenience with one hundred twenty (120) days’ written notice to the other Party. In the event the agreement is terminated prior to the end of the Initial Term year, the compensation provided in section IX shall be prorated to the date of termination.

II. AGREEMENT FOR SCHOOL RESOURCE OFFICERS

CITY agrees to assign police officers to serve as School Resource Officers (“SRO”) at all DISTRICT campuses within the city limits of Colleyville. While nothing in this agreement shall require the CITY to provide continuous police presence at each school campus during every school day, and while the parties recognize that the SROs may need to be away from their designated campus for court appearances, administrative duties, arrest processing, paid-time off or other official duties as determined solely by the Chief of Police, it is the intent of the parties that the SROs will use their best efforts to be on their designated campuses school days during each school year. The CITY also agrees to use its best efforts to schedule training for the SROs on days and hours outside of the regular session school day and to ensure coverage when vacancies arise. DISTRICT shall notify the CITY no less than thirty (30) days before the beginning of the summer school session if any of the Colleyville school locations will be used for the summer session during that applicable term.

III. TRAINING, EQUIPMENT, AND ACCESS

A. CITY shall provide all training and certifications required for the SROs to maintain their qualification as certified peace officers, State-required and Basic SRO training, a police vehicle, and other police equipment including communication equipment necessary to allow each SRO to communicate with the CITY'S Police Department and other officers.

B. As determined jointly by representatives from the DISTRICT and the CITY, additional training to be provided by the DISTRICT, may include school values and mission; Texas Penal Code Section 21.12(a) and the Educator Code of Ethics; child and adolescent development; cultural competency; positive behavioral supports, strategies, and interventions; federal and state anti-discrimination and special education laws; the provisions of Texas law pertaining to the use of seclusion and restraint by school personnel; trauma informed practices; de-escalation techniques; threat assessments; compulsory attendance; suicide prevention; and school mental health.

C. DISTRICT shall provide all SROs with suitable office space, basic office furniture, a telephone, a DISTRICT e-mail address, and a DISTRICT radio. The SRO will be required to sign and comply with the DISTRICT Acceptable Use Agreement signed by all personnel regarding the use of the DISTRICT computer networks and internet access. As a user of the DISTRICT's network, each SRO will be required to complete the annual State-required online training related to cybersecurity topics, or provide proof of completion of said training through the CITY.

D. The DISTRICT will be responsible for granting 24-hour facility access to all members of the CITY Police Department. The DISTRICT will be responsible for assigning physical keys to SROs for access to any locked door within DISTRICT facilities.

E. In case of an emergency, all members of the CITY Police Department shall have 24-hour key card access to DISTRICT buildings and access to override the alarm system if necessary. Also, in case of an emergency, SROs can respond to the scene with their physical keys to access any locked door that does not have key card access. CITY Fire Department personnel have access to DISTRICT facility Knox Boxes, if needed for access during an emergency.

F. The DISTRICT will be responsible for providing SROs access to view, and review, DISTRICT camera footage during school hours (in accordance with Section V paragraphs A-B.

Outside of school hours, if an immediate investigative reason exists, Officers will consult the DISTRICT's Director (or other designee) to review any camera footage needed.

IV. DUTIES OF SCHOOL RESOURCE OFFICERS

A. The primary function of the SRO shall be to protect the safety of students and faculty, provide campus security, investigate criminal offenses, and plan and participate in law enforcement operations designed to prevent juvenile delinquency. Nothing contained herein shall restrict an SRO's method of response during investigations of criminal activity or response to behavior that violates criminal laws or threatens the safety of a student or others.

B. Specific Duties During School Hours:

1. Checking and confirming that access points to the school grounds are locked during the school day and assisting in limiting access to the school grounds to authorized persons only. The parties understand that all cameras, doors, and locks shall be maintained by the DISTRICT;
2. Providing police protection of school property, personnel, and students. The parties understand that the SROs shall not be held responsible for securing school property or any damage to school property;
3. Patrolling school property during school hours;
4. Answering calls for assistance from school officials;
5. Investigating, detecting, and enforcing State and local criminal laws at DISTRICT campuses and facilities and student-related criminal activity off DISTRICT property, and serving as the liaison between the DISTRICT and the Police Department and other agencies of the juvenile justice system as determined by the Chief of Police, or their designee;
6. Making and preparing reports and documentation on criminal activities;
7. Making court appearances as necessary, related to events occurring within the officers' jurisdiction as addressed herein;
8. Answering calls and assisting with the facilitation of dispute resolution

between students, students and school authorities, and parents and school authorities;

9. Being available as a resource person to lead a discussion or offer information on topics on which the officer has special competence due to law enforcement training;
10. Providing a high visibility crime deterrent on school property in order to effectively promote security and order in the schools;
11. Attending and assisting with school assemblies and special events during school hours (or at other times approved by the SRO Supervisor), when requested and available;
12. While on duty, assisting with traffic control and direction at assigned campuses. If traffic control and direction are needed during times the assigned SRO is off-duty or unavailable, the DISTRICT will notify the assigned SRO of the dates and times when such assistance is needed. The SRO shall contact the individual assigned at the CITY's Police Department to arrange for an officer to perform the traffic control and direction;
13. Being available to respond to a specific location upon request, when a school official is conducting a search of a student and the school official has reasonable grounds to believe that the search will discover evidence that the student has violated or is violating the law;
14. Attending meetings as requested by the DISTRICT and approved by the Chief of Police, or their designee; and
15. Completing other duties as requested by the DISTRICT and agreed upon by the Chief of Police, or their designee.

C. Duties Outside of School Hours

1. Outside of school hours, and as time allows, SROs will proactively patrol various campuses to ensure ongoing building and facility security. Also, outside of school hours, SROs will respond to calls for service related to DISTRICT buildings and facilities, to include alarms, suspicious circumstances, property damage, etc.

D. Specific limitations:

1. SROs may assist with, but shall not be specifically assigned to perform lunchroom duties, hall monitoring, bus duties, parking lot monitoring, or any other duties which would restrict an officer's ability to investigate or respond to threats to the school or criminal activity.
2. SROs will not enforce school rules, but may assist teachers and administrators on the designated campuses or on other DISTRICT properties in connection with the DISTRICT'S investigation of student discipline matters. SROs will not administer discipline under the DISTRICT'S Student Code of Conduct.
3. When School Administrators discuss school disciplinary matters with students or parents, SROs may be requested to preserve the peace. While in that capacity, a School Resource Officer will not intervene unless a criminal violation is identified or observed, or if, in the SRO's reasonable discretion, intervention is necessary to maintain the safety of those present.
4. Any disputes regarding assigned duties and responsibilities will be resolved between the District's Director of Emergency Management & School Security ("Director"), principal and the SRO's supervisor. Should an agreement not be reached, the dispute will be resolved between the Superintendent of the DISTRICT or Designee and the CITY'S Chief of Police or Designee.

V. CONFIDENTIALITY

A. In carrying out duties, SROs shall at all times recognize and respect the confidentiality of student and education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and will not use education records (as that phrase is defined in DISTRICT policy FL(Legal) and FERPA) or the information contained therein in connection with their police activities and duties without first obtaining the consents or authorizations required by FERPA. Copies of the DISTRICT policies FL(Legal) and FL(Local) are attached hereto as Exhibits A and B, respectively.

B. The DISTRICT designates the SRO a “school official” as provided in FERPA, and complimentary provision of the Texas Statutes. An SRO may be provided access to student records information maintained by the school district only as needed by the SRO to perform his or her duties as SRO. An SRO may also be granted access to student records information in the event of an emergency situation threatening the health and safety of a student or other individual. The SRO may only re-disclose student records information consistent with FERPA and Texas pupil records law.

C. Records created and maintained by a SRO for the purpose of ensuring the safety and security of persons or property in the school, district, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records - even when such records may serve the dual purpose of enforcing school rules - and are not subject to the same prohibitions of access or disclosure by the SRO. (This provision does not prohibit school personnel from complying with the notice and reporting requirements of seclusion or restraint of a student by the SRO as specified in the Texas Statutes.)

VI. SCHOOL RESOURCE OFFICER DIRECTION AND SUPERVISION

A. Operational Supervision. The day-to-day operation and administrative control of the SRO will be the responsibility of the CITY’s Police Department. The City’s Chief of Police, or his/her designee, (hereinafter the “Chief”) may meet and confer with designated DISTRICT personnel from time-to-time to establish mutually agreeable operational policies for the SRO; provided, nothing in this Agreement shall affect the right and responsibility of the Chief to assign, reassign, replace, discipline or otherwise supervise the activities of any individual SRO. While the parties understand that continued assignment at a specific campus will be subject to maintaining a satisfactory working relationship with the DISTRICT administration and campus administration, nothing in this Agreement shall require the CITY to provide continuous twenty-four (24) hour police presence on any particular DISTRICT facility nor shall obligate the CITY to provide an SRO or other police presence at any school activities or events outside of regular school hours. The SROs will at all times remain responsible for carrying out all duties and

responsibilities of a certified peace police officer for the State of Texas and remain under the primary control and supervision of the CITY's Police Department.

B. SRO Supervision. Each SRO is assigned to an SRO Supervisor within the CITY's Police Department. The SRO Supervisor's responsibilities will generally include, without limitation, the following:

1. Serve as the liaison between DISTRICT administrative personnel and the CITY's Police Department;
2. Manage scheduling and work hours of the SROs, including all regular scheduling duties such as requests for leave, modifications to work schedules, extra assignments and overtime requests;
3. Review and approval of reports written by the SROs for school-related criminal offenses;
4. Manage all SRO conduct and/or disciplinary matters concerning violation of the Department's General Orders, policies, rules, regulations and/or directives. SRO Supervisors may request that the DISTRICT's Director and principal of the school provide formative and summative feedback to the SRO Supervisor to assist in evaluations; and
5. Engage and/or coordinate official law enforcement action on any criminal matter when appropriate.

C. Requests from DISTRICT. The principal may request specific assistance from SROs, and SROs shall endeavor to provide such assistance, except to the extent this agreement excludes such matters from the duties of SROs, or the SRO believes such request is contrary to law or principles of good judgment; and further, provided that no specific assignments can be made that would interfere with the officer's primary law enforcement, investigation, and security responsibilities. The principal or his/her designated representative and the District's Director shall be notified by the assigned SRO of all custodial arrests or detentions that occur on the principal's campus. While SROs assist school officials as outlined in this agreement, they are first, and foremost, police officers and employees of the CITY of Colleyville.

VII. SCHOOL RESOURCE OFFICER PERFORMANCE

If the Director or a principal is not satisfied with the performance of the SRO assigned to his/her school, or has a concern regarding a specific incident, the principal should immediately contact the SRO Supervisor. The SRO Supervisor will handle the inquiry or complaint per the CITY Police Department's adopted policies. The DISTRICT will have no authority to discipline an SRO, or to take any other action other than to express concerns to the SRO Supervisor. All issues of discipline, termination, or transfer of an SRO shall remain the exclusive province of the CITY. The Superintendent and the Chief of Police or their designated representatives are authorized to establish and modify rules and procedures concerning the SRO's duties and schedule so long as they both agree on such changes in writing.

VIII. PRE-SERVICE AFFIDAVIT

Pursuant to Texas Education Code Section 22A.055, Texas law requires all school employees and service providers, including school resource officers (SROs), to complete a [Pre-Service Affidavit](#) verifying they have not been investigated for or convicted of misconduct involving minors. CITY agrees all SRO's working in the DISTRICT must complete the Pre-Service Affidavit and it must be on file with the DISTRICT.

IX. SCHOOL RESOURCE OFFICER WORK HOURS

CITY shall assign SROs to work during the school day. Specific work hours will be mutually agreed upon by the Director and campus school principal and SRO Supervisor.

X. REMUNERATION FOR SERVICES

A. For the term of this Agreement, the DISTRICT and the CITY agree that the CITY will provide SROs to the DISTRICT for the following schools:

1. Colleyville Heritage High School
2. Bridges / VISTA
4. Colleyville Elementary School
5. O.C. Taylor Elementary School
6. Glenhope Elementary School
7. Colleyville Middle School
8. Heritage Middle School

B. DISTRICT shall pay CITY for costs related to the SROs services provided under this Agreement (including salary and benefits) in a total amount not to exceed \$900,000.00 per each term of this Agreement. Said costs shall be outlined in a detailed invoice submitted to DISTRICT on an annual basis. All invoices submitted herein shall be payable within thirty (30) days of the date of the applicable invoice. The SRO costs outlined herein shall not include Off-Duty Hours (as addressed in Section X herein), which shall be paid directly to the applicable SRO within thirty (30) days of such performance.

C. In recognition of the DISTRICT's challenge to fund the new state-mandated school security requirements, including the expanded SRO program, CITY agrees to make one payment of \$900,000.00 to GCISD during each term of this Agreement for use by GCISD for school security and/or costs related to operating reinvestment zone project facilities in Colleyville TIRZ #1.

XI. REMUNERATION FOR SERVICES – OFF-DUTY HOURS

The Director or a Principal may request the SRO to work after-school, evening, or weekend events for purposes of security. DISTRICT will provide reasonable notice to the SRO of any requests to work after-school, evening, or weekend events. In the event the SRO is not available to work an after-school event, another CITY Officer will be provided. Officers will be directly compensated by the DISTRICT or affiliated organization, a minimum of three (3) hours at the off-duty rate.

XII. VENUE

The obligations of the parties are performable in Colleyville, Texas and if legal action is necessary to enforce same, exclusive venue shall be in Tarrant County, Texas.

XIII. STATUS OF PARTIES

CITY shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of the DISTRICT. CITY shall be solely responsible for the acts and omissions of its Officers, members, agents, servants, and employees. Neither CITY nor DISTRICT shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of Officers, members, agents, servants, employees, or trustees or the other. Nothing in this agreement shall waive any statutory or common-law immunity or defense of CITY or DISTRICT.

XIV. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein, cannot be modified without the written agreement of the parties to be attached to and made a part of this Agreement.

XV. NOTICE

Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States Mail, postage prepaid, certified mail, or by hand-delivery or facsimile transmission addressed to the party at the address set forth below:

If intended for CITY:

City of Colleyville

Attn: Michael C. Miller

Chief of Police

With copy to:

Whitt L. Wyatt

Wyatt Hamilton Findlay,

PLLC

With copy to:

City of Colleyville

Attn: Jerry Ducay

City Manager

5201 Riverwalk Dr,
Colleyville, TX 76034

5810 Long Prairie Road
Suite 700-220
Flower Mound, Texas 75028

100 Main Street
Colleyville, 76034

If intended for DISTRICT:
Grapevine-Colleyville
ISD
Attn: Superintendent
3051 Ira E. Woods Avenue
Grapevine, TX 76051

With copy to:
Leasor Crass, P.C.
Attn: Mike Leasor
302 W Broad Street
Mansfield, Texas 76063

With copy to:
Grapevine-Colleyville ISD
Attn: Paula Barbaroux
Chief Operations Officer
3051 Ira E. Woods Avenue
Grapevine, TX 76051

XVI. AUTHORIZATION

The governing bodies of CITY and DISTRICT have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of the CITY and DISTRICT to sign the Agreement on behalf of the governing bodies.

EXECUTED this _____ day of _____, 2026.

CITY OF COLLEYVILLE

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Approved as to form:

City's Attorney

Approved by the Colleyville City Council on the _____ day of _____,
2026, by passage of Resolution Number _____.

EXECUTED this _____ day of _____, 2026.

GRAPEVINE-COLLEYVILLE INDEPENDENT
SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Approved as to form:

District's Attorney