

State of Texas

County of Galveston

Inter local Governmental Agreement for School Liaison Officer Program

This Inter local Governmental Agreement is entered into between the County of Galveston, ("County") a political subdivision of the State of Texas, acting by and through its County Commissioner's Court and the Clear Creek Independent School District ("CCISD" or "the District"), a political subdivision of the State of Texas, acting by and through its Board of Trustees. Both parties acknowledge the continuing need for a School Liaison Officer Program for CCISD. The parties agree to continue the School Liaison Officer Program currently in place, modified in accordance with the terms and conditions set forth herein.

Prior Agreements

This Agreement supersedes all prior agreements entered into between the parties regarding the CCISD School Liaison Officer Program.

Term of Agreement

This Agreement begins on July 29, 2021 and shall end, unless extended, on July 28, 2024 at midnight. No term or condition of this Agreement will be effective prior to July 29, 2024; relations between the parties prior to that date will be governed by the terms of agreements then in effect.

General Description of Services/Number of Officers

The services to be provided by County are routine law enforcement activities to be performed primarily on the campuses and periphery of CCISD campuses (including up to 300 feet beyond the real property lines) by Galveston County Deputy Sheriffs. The Galveston County Deputy Sheriffs performing duties pursuant to this agreement are hereinafter referred to as

"Officers". Beginning July 29, 2021 through July 28, 2024 forty (40) Officers will perform such services. The district will also pay 50% salary for an administrative assistant.

During the term of this contract, each Officer will work a total of 2080 hours during each twelve (12) month period inclusive of Permissible Leave as described below. During the hours they are assigned to perform law enforcement services to CCISD under this Agreement, all Officers shall, except as may be otherwise directed by the Sheriff or his designee, perform their duties solely for the benefit of CCISD; at no time shall any such Officer perform work for any other entity or person during the hours he/she is assigned to work at CCISD. Should the Sheriff or his designee temporarily redeploy an Officer from CCISD, CCISD shall not be obligated to pay for any time during which that Officer is redeployed.

Officers shall work under the direct command of the Chief Liaison Officer and under the general direction and assignment of CCISD officials with all direction and assignment communicated through the Chief Liaison Officer unless it is impractical to do so. The CCISD officials authorized to provide such general direction and assignment include the Superintendent, his designee, and the Principal of each school, as it relates to his/her school.

The Officers shall not work, not be requested, suffered, or required to work overtime at CCISD expense, pursuant to this agreement, except under the following, limited circumstances:

a) With prior consultation and approval of the Chief Liaison Officer or the Officer's designated Supervisor, in order to complete a law enforcement activity initiated during the Officer's regularly scheduled work day, which would otherwise be prejudiced by delay;

b) in order to make a Court ordered appearance relating to CCISD business outside of regularly scheduled duty hours; or

c) such time as is reasonably necessary to complete an investigation in a timely and unimpeded manner that would otherwise be prejudiced by delay.

If the need for overtime is of an unforeseen, emergency nature, including but not limited to those instances set forth below in Specific Duties for those Officers who are "on call", the Chief Liaison Officer and the Superintendent or his designee shall be notified as soon as practicable during or immediately following the performance of the additional work and the amount of such hours shall be kept to a minimum necessary to address the emergency.

If the performance of such overtime work results in an Officer working compensable overtime pursuant to the Fair Labor Standards Act in a given work period, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then CCISD shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period, as set forth below in Consideration.

Specific Duties

The Officers specific duties include:

a) conducting investigations of all criminal violations (with the exception of major criminal violations such as murder or sexual assault in which instance the Officers will assist the law enforcement agency with primary jurisdiction) occurring on CCISD property or at CCISD-sponsored or school-related activities, except at CCISD Extracurricular Activities, on or off CCISD property:

b) patrolling the periphery of CCISD campuses (up to and including 300 feet beyond the real property boundary lines) for the purpose of controlling narcotic/alcohol sale and use and other crimes including those prohibited by Texas Education Code § 37.006(a) and § 37.007;

c) attending CCISD sponsored or School Related Activities during school hours

d) working with faculty/administration/student body/parents to develop the necessary knowledge and skill required of such faculty/administration/student body/parents to detect the presence and dangers of narcotics and/or alcohol;

- e) acting as educational resources for the criminal justice system and its operation in society;
- f) establishing good rapport with students to establish a role model for good community/criminal justice system relationships;
- g) providing security on the various CCISD campuses for prevention of theft, trespassing, and intrusion;
- h) responding to night and weekend calls when CCISD building are found opened or unlawfully entered;
- i) reporting open and unlawfully entered CCISD buildings to the prescribed personnel;
- j) acting as a liaison with public safety authorities on all matters affecting school security;
- k) consulting with CCISD Administration on methods of increasing security in and around the premises of each school;
- l) assisting CCISD Administration with enforcement of its written Student Code of Conduct adopted pursuant to law;
- m) investigating and participating in CCISD's student disciplinary actions as reasonably necessary;
- n) complying with CCISD's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing set forth in CCISD Board policies and administrative regulations, to the extent that there are no conflicts with policies of the Sheriff's Office or the County;
- o) upholding the laws of the State of Texas;
- p) preserving the peace within the Officer's jurisdiction by all lawful means;

q) performing such other law enforcement duties as may be agreed upon by the Sheriff and CCISD; and

r) performing duties required of peace officers under Texas law.

For purposes of this Agreement, School Related Activities are defined as activities that are in any way sponsored or officially sanctioned by CCISD, with the exception of Extracurricular Assignments as defined below.

Extracurricular Assignments

For purposes of this Agreement, the term "Extracurricular Assignments" means law enforcement services provided by law enforcement personnel at CCISD events that occur outside of their regularly scheduled duty day. Extracurricular Assignments are expressly excluded from the purview of this Agreement. CCISD shall establish and operate its own program for appointment of law enforcement personnel from various law enforcement jurisdictions located in both Galveston County and Harris County to Extracurricular Assignments, as further described in Exhibit "A", separate and apart from this Agreement and independent of their employment with the County. To the extent that any Officer performing services under this Agreement voluntarily participates in the CCISD Extracurricular Assignment Program, such Extracurricular Assignment shall be compensated under the terms of that Program and shall not be considered service under the terms of this Agreement for any purpose. No Officer shall be expected to, required or instructed by any CCISD official or the Chief Liaison Officer or any other County employee to participate in the Extracurricular Assignment Program.

Though the County and CCISD believe that the Extracurricular Assignments Program is subject to the "Special detail work" exception to overtime requirements under the Fair Labor Standards Act pursuant to 29 USC § 207(p), if the performance of Extracurricular Assignment

work results in any Officer(s) working overtime hours legally compensable by the County, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then CCISD shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period, as set forth below in Consideration.

Assignment of Officers

The Sheriff's Office shall institute a process by which law enforcement officers may be (1) considered for immediate assignment to CCISD, or (2) placed on a list of potential law enforcement officers who would be eligible for assignment to CCISD so that vacancies might be filled in a timely manner. The process will attempt to help ensure that qualified law enforcement officers are selected fairly and equitably, keeping in mind the best interest of both CCISD and the Sheriff's Office.

CCISD may object to the proposed appointment of any Officer to one of its campuses. In the event an Officer presented for an appointment is not agreeable with CCISD, then the Superintendent of CCISD shall so notify the Sheriff and give the Sheriff in writing the specific reason(s) for the objection. The Superintendent and the Sheriff will meet and discuss the reason(s) for the objection in an attempt to reach a consensus on the matter. The final determination of appointment shall lie with the Sheriff.

Assignment to the above-described eligibility list shall not guarantee that a law enforcement officer whose name has been placed on the above-described list will be assigned to a CCISD position. But generally, law enforcement officers whose names are on the list will be appointed to service in CCISD assignments, unless the Sheriff assigns the listed officers otherwise for reasons including but not limited to 1) the law enforcement officer is involved in some intervening event that, in the opinion of the Sheriff, would cause him/her to be ineligible or inappropriate to such an assignment; 2) in the opinion of the Sheriff another law enforcement

officer is determined to be more suitable for assignment; 3) in the opinion of the Sheriff, the law enforcement officer is better suited to serve in another capacity in the Sheriff's Office; or 4) the number of officers on the eligibility list exceeds the number of available positions with CCISD pursuant to this agreement.

Removal of Officers

CCISD may request the removal of any Officer assigned to one of its campuses through one of the following ways:

First, if an assigned Officer is no longer agreeable to CCISD because of performance or other employment related concerns on the part of CCISD Officials, then the Superintendent of CCISD shall so notify the Sheriff and give the Sheriff in writing the specific reason(s) for the concerns. If upon review of CCISD'S expressed concerns the Sheriff agrees there are performance or other employment related issues, he will timely counsel with and attempt to have those issues properly addressed within seven days. If the Officer's performance or other employment related concerns are not corrected to the satisfaction of CCISD, the Superintendent will again express the reasons for his/her concern. The Superintendent and the Sheriff will meet and discuss and attempt to reach a consensus on the matter.

Second, in the event an allegation of serious misconduct has been raised about an Officer, then the Superintendent of CCISD shall so notify the Sheriff in writing, and upon request by the Superintendent, the Officer shall be temporarily removed or reassigned away from CCISD duties pursuant to this agreement pending the outcome of the Sheriff's Office internal investigation into the allegation.

Within 72 hours after any removal, the County shall provide CCISD with a replacement Officer. In the event the replacement Officer is not agreeable to CCISD then the Superintendent of CCISD shall so notify the Sheriff and give the Sheriff in writing the specific

reasons for the disapproval. The Superintendent and the Sheriff will meet and discuss the reasons in an attempt to reach a consensus on the matter.

If the Sheriff, after conducting his internal investigation, believes the allegations of misconduct to be untrue, the Sheriff shall present findings to the Superintendent and the Superintendent shall consider whether the Officer may return to duty at CCISD. If the Superintendent determines that such Officer should not return to duty at CCISD the Superintendent shall so notify the Sheriff of this determination and state the reasons for this determination. The Superintendent and the Sheriff will meet and discuss the reasons in an attempt to reach a consensus on the matter but the ultimate decision regarding the reassignment of the Officer lies with the Sheriff.

In addition, the Sheriff shall notify the CCISD Superintendent in writing if, as, and when any Officer assigned to CCISD has been placed under investigation by the Sheriff's Office or any other law enforcement agency's investigation known by the Sheriff, for any reason.

Substitution of Officers

Although it is the desire of the parties to use the same Officers throughout the term of this Agreement, the Sheriff is not committing to furnish any particular Officer and, at any time and from time to time, the Sheriff may make personnel changes. Officers being considered for substitution as an Officer to serve at CCISD shall go through the Assignment of Officers process described above.

In the event a regularly assigned Officer is expected to be on any type of extended leave other than Permissible Leave as that phrase is defined in the Consideration paragraph below, the Sheriff shall notify the Superintendent of the leave and its anticipated length. The Sheriff shall make every reasonable effort to timely assign a suitable substitute Officer utilizing the Assignment of Officers process described above. In the event a substitution cannot be made, the Sheriff

shall so notify the Superintendent. CCISD shall not be responsible for payment of that leave time in excess of the periods of time defined as Permissible Leave below.

Employees of County Personnel & Time/Payroll Records

Officers working under this Agreement shall at all times be employees of the County and will be entitled to such benefits afforded regular County employees; provided, however, such entitlement shall not affect the consideration to be paid by CCISD under this Agreement as set forth below. In no event shall any Officer ever have or maintain an employment relationship with CCISD for any purpose which the Officer is assigned by the County to CCISD under this Agreement.

Personnel records for all Officers assigned at any time under this Agreement shall, as a routine course of business, be maintained by the County through the Sheriff's Office.

Official time records for all Officers assigned at any time under this Agreement shall be maintained by the County through the Sheriff's standard methods used for payroll processing. Said official time records shall be considered the basis from which invoices for services rendered under this Agreement were created.

The County utilizes an "exception-based" payrolls system. Officers assigned under this Agreement are paid a bi-weekly salary based on a standard 14-day work period of 86 hours as defined by the Fair Labor Standards Act, with appropriate deductions taken for various types of paid and unpaid leave and additions for overtime or other positive adjustments to pay. County shall provide copies of payroll records showing all exceptions, in either paper or, if required by CCISD, electronic format, along with each invoice forwarded to CCISD for payment.

CCISD may, and the Sheriff agrees to permit, use of a system to tally hours that Officers are present and working at CCISD campuses. For purposes of this Agreement, the system will not

be considered an official payroll record nor shall it be used for billing purposes; however, the system will be used as an attendance record and for validation of invoices for services provided under this Agreement.

County Resources

This agreement entitles the Officers to reasonable use of the following Divisions of the Sheriff's Office to support their policing functions:

- a) Identification and criminal Record-Keeping;
- b) Criminal Investigations;
- c) Training; and
- d) Communications Division (including telephone and radio communications)

As needed or required the Sheriff may, in his discretion, temporarily make other Sheriff's Office resources available to support the policing function of Officers assigned under this Agreement. Any decision to provide such a service lies with the Sheriff or his designee and shall be made only on specific, case-by-case consultation with and by request of the Chief Liaison Officer.

CCISD Resources

To assist the Officers in performing their duties under this Agreement, CCISD will provide access to CCISD's technology system through either desktop, laptop or tablet computers as well as other reasonable office supplies and workspace. CCISD may also furnish Officers with district-owned cellular/mobile telephones for use in connection with their CCISD duties. CCISD will provide access to the district's electronic mail system and will issue Officers a CCISD electronic mail address. All CCISD policies and procedures related to use of district technology and electronic communication apply to Officers' use of CCISD-owned technology. (See CCISD Board Policy DH(LOCAL), CQ(LOCAL) and CQ(Regulation.) These policies include prohibitions against communicating with CCISD students via text messaging or any

form of social media unless such communication is in the course of bona-fide law enforcement activity.

Consideration

From July 29, 2021 through July 28, 2024, CCISD agrees to pay the County for actual hours worked by Officers according to the compensation schedule highlighted in Exhibit "C" below, as well as for Permissible Leave hours during the term of this Agreement.

Permissible Leave, for purposes of calculating those leave hours for which CCISD will pay the County, shall not exceed more than ten (10) consecutive sick leave or workers compensation leave days per occurrence and a total of 24 days or 192 hours, in the aggregate, per calendar year, per Officer, based on employment for a period of one calendar year, inclusive of all paid vacation and/or sick leave recognized by the County under its personnel policies. For Permissible Leave days taken by officers, CCISD will pay for the actual hours worked by replacement Officers in accordance with Exhibit C in addition to the Permissible Leave hours of the absent Officer. Replacement Officers will be placed through coordination with the Chief Liaison Officer and with the prior approval of the Superintendent or his designee.

For the period of July 29, 2022 through July 28, 2023 and again for the period of July 29, 2023 through July 28, 2024, CCISD and County will, by letter agreement, decide upon the hourly rates to be paid and new, agreed rates will supersede Exhibit C. The letter agreement will be executed by both parties by no later than September 15th of each year.

In the event any Officer works overtime hours as permitted herein, the County shall be reimbursed for the appropriate overtime rate (i.e., an additional one-half of the Officer's Total Hourly Rate as shown in Exhibit C).

CCISD will not be permitted to require any Officer to take Compensatory time in lieu of overtime unless the Compensatory time does not count toward Permissible Leave. But, this does

not preclude CCISD from adjusting an Officer's daily work schedule as required, including day and evening shifts. As soon as practical following the end of each calendar month, but not earlier than the completion of any pay period in progress at the end of each calendar month, County shall prepare an invoice for services rendered under this Agreement for the previous month. The invoice shall, in all instances, include copies of time records for each Officer pursuant to the Employees of County, Personnel & Time Records section of this Agreement, above. Said invoice and time records shall be forwarded by County through its Auditor's Office to CCISD for payment. CCISD shall pay each such monthly invoice in accordance with Texas Government Code Chapter 2251. In the event a dispute arises between the County and CCISD concerning a portion of any invoice, CCISD agrees that only payment of the disputed amount may be retained by CCISD, that such retention may be withheld only until the disputed matter is resolved, and that payment of the resolved disputed balance will also be paid in accordance with Texas Government Code Chapter 2251. The parties further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

CCISD acknowledges that time is of the essence regarding each payment. If County does not receive CCISD's payment in a timely manner, this Agreement may, at the option of the County, be immediately terminated. CCISD will not be relieved of any payment to County that is due and unpaid as of the date of termination.

Leave/In-Service Training

The Officers require annual in-service training, which will be provided by the County. CCISD may require additional in-service training, as appropriate. CCISD will be responsible for the cost of any such additional training it requires, and the hours expended by Officers in attending such training shall be considered hours worked under this Agreement. Any additional

training required by CCISD will not be considered Permissible Leave and no substitute Officer will be required.

Training and annual leave (subject to the limitation on Permissible Leave as set forth in Consideration above) will be permitted between the day following the last day of the Spring term until the day proceeding the beginning of the new Fall term in that same year.

Vehicles

CCISD will provide all required vehicles for each Officer's use during the time they are actually performing services for CCISD. CCISD shall make such vehicles available to the Officers to the extent CCISD deems necessary and appropriate for the performance of duties under this Agreement. No Officer, other than 1 Captain, 1 Lieutenant, 5 Sergeants, 5 Corporals, and the on-call Officer will be permitted to take a vehicle home unless express permission has been granted by the Deputy Superintendent of Business and Support Services. CCISD will provide all required fuel and maintenance for the vehicles. CCISD will also provide all emergency equipment (i.e., markings, lights, protective cages, radios, sirens, push bumpers, and other miscellaneous items) required for all marked vehicles.

CCISD agrees to carry third party liability insurance on all vehicles driven by Officers. The County will be named as an additional insured. The policies must be in an amount not less than the maximum amount of liability to which the County may be exposed by virtue of Chapter 101, Texas Civil Practice and Remedies Code, et seq., as it presently exists or may hereafter be amended.

Officers shall comply with written CCISD policies and procedures relating to the use of CCISD's vehicles while using any CCISD vehicle. A copy of the existing policies and procedures is attached hereto as Exhibit "B" Any new policies that are developed by CCISD shall be made available to each Officer and to County upon adoption and any future amendment.

Special Programs

CCISD has implemented a canine detection program to address drug- and alcohol-related issues in District schools, with the objective of maintaining a safe school environment conducive to education. CCISD has invested in a trained and certified canine, as well as appropriate equipment and a properly outfitted vehicle. The County supports the District's efforts, and as a part of this agreement, the Sheriff will work with CCISD to select and assign an Officer whose Specific Duties may include duties related to CCISD's canine, including but not limited to handling, care, housing, training of and with the canine, and obtaining and maintaining appropriate certifications. All costs related to or arising out of the canine program will be borne by CCISD, including but not limited to: (1) invoices, pursuant to the terms of this agreement, including the assigned Officer's time spent performing tasks related to the canine Special Program; and (2) costs of maintaining the canine, such as feeding, housing and veterinary care. The canine program will operate in accordance with all applicable CCISD and Galveston County policies.

CCISD agrees to carry third party liability insurance for liability arising from the canine. The County will be named as an additional insured. The policy must be in an amount not less than the maximum amount of liability to which the County may be exposed by virtue of Chapter 101, Texas Civil Practice and Remedies Code, et seq., as it presently exists or may hereafter be amended.

Chief Liaison Officer

One of the Officers furnished by the County shall have the rank of Captain or above and shall be appointed by the Sheriff to serve as the Chief Liaison Officer between CCISD and the Sheriff's Office. Such Officer shall be subject to removal in the same manner as other Officers, as set forth under Removal of Officer above. All other Officers may be of a rank below Captain.

Renewal Period

This agreement may be renewed if CCISD gives notice of its intention to so renew within ninety (90) days prior to the end of the end of this Agreement and the County agrees to the renewal. Upon notice being given, the parties will renegotiate and redraft this Agreement to accommodate any changes in cost and/or services as may be required.

Revision and Early Termination

This Agreement may be terminated with or without cause or for convenience by either party upon thirty (30) days prior notice. In the event of a reduction in school district funding, the parties agree to attempt to revise and renegotiate terms that would allow the School Liaison Program to continue if feasible.

Miscellaneous Provisions

This Agreement contains the entire Agreement between the parties and may be amended only by formal amendment executed by the appropriate signatories for the County, CCISD, and the Sheriff's Office.

With the exception of the Vehicle Policy which is attached hereto as Exhibit "B", all CCISD board policies referenced in this Agreement may be found on CCISD's website which is http://www.ccisd.net/quicklinks_05/index.htm. Click on "Policy Online." CCISD will post revisions to these Board policies as and when they are adopted.

The Galveston County Sheriff signs this Agreement to evidence his willingness to abide by all term and conditions imposed upon the Sheriff's Office.

Executed effective this 15th day of August, 2021.



County of Galveston by:

Mark Henry
Mark Henry, County Judge

Date of Execution: August 23, 2021

Dwight Sullivan, County Clerk

By Brandi Chapman Deputy
Brandi Chapman

Henry Trochesset
Henry Trochesset, Galveston County Sheriff

Date of Execution: 8/9/21

Clear Creek ISD by:

Jay Cunningham
Jay Cunningham, President

Clear Creek ISD Board of Trustees

Date of Execution:

Attest:

Dr. Laura Dupont
Dr. Laura Dupont, Board Secretary

Eric Williams
Eric Williams, Ed.D, Superintendent

Date of Execution: 8/27/21

Exhibit A

CCISD Extracurricular Assignment Program

CCISD maintains an Extracurricular Assignment Program ("Program") for the express purpose of providing law enforcement and security services at CCISD events, activities, and programs that typically occur outside of regular school hours. The CCISD Superintendent or designee shall ensure efficient operation of that Program and shall arrange for such services on an as-needed basis.

The program shall be staffed by licensed law enforcement officers from the various law enforcement agencies included within Galveston County and Harris County who apply to be placed on CCISD's list of officers willing and available for service in the Program. The Superintendent or designee will notify all law enforcement agencies located throughout Galveston and Harris County of the existence of the Program, will invite all interested law enforcement personnel to apply for participation and will accept such law enforcement personnel who apply in a consistent manner without favoring one law enforcement agency over another. Qualified officers employed by Galveston County may voluntarily elect to apply for participation in the Program, but no officer shall be guaranteed any assignment to the Program or promised any number of hours of work under the Program.

Any and all participation in the Program shall be voluntary, and all officers selected by CCISD for the Program, regardless of the police jurisdiction within which they are regularly employed, shall be considered independent contractors, engaged to fulfill security functions at specified events.

Officers shall be selected to work for the Program by the Superintendent or designee, who shall make such selection on a non-discriminatory basis from the pool of officers who have

volunteered for such duty and are on the CCISD approved list of Program officers. Officers who perform services for CCISD under the Program shall be independent contractors and shall be compensated at a rate established by the District. All officers that participate in the Program shall be responsible for their own income tax reporting responsibilities.

Exhibit B

CCISD Liaison Vehicles and Equipment

I. PHILOSOPHY

It is the intent of Clear Creek ISD to provide Liaison Officers (hereinafter "Officer" or "Officers") with vehicles and equipment that are in good working order. Officers will be responsible for the scheduling of routine maintenance, security, and safe operation of District equipment

II. ADMINISTRATIVE PROCEDURES

It is the expectation of this District's Administration that each Officer will properly maintain his or her assigned equipment and vehicle within the following guidelines. Failure to comply with these procedures may result in being reported to the Sheriff.

III. PROCEDURE

A. User Responsibility

Vehicles are to be housed at a location designated by the Director of Safe and Secure Schools. At the beginning of a shift, Officers should perform a visual inspection of the vehicle and tires. Officers should seek regular, scheduled maintenance for CCISD vehicles from professional mechanics as appropriate. At the end of the shift or assignment, the vehicle shall be returned to the location where the vehicle is housed.

When the Officer leaves the vehicle at the end of the shift the vehicle shall be left

- 1) With sufficient fuel to initiate a patrol shift
- 2) With all trash removed
- 3) With all electrical equipment turned off
- 4) Windows closed and doors locked

B. Unauthorized Use/Operation:

Officers will not permit the use or operation of district-owned or issued property, vehicles, or equipment, by any person who is not employed or under contract by the district, and/or is not authorized to use such equipment. Officers shall not use District vehicles except in the capacity of official District business and as authorized herein.

C. 24-Hour Vehicle Assignment

- 1) The lead SLO, five area supervisors, five area corporals, and the on-call SLO are the only officers assigned a vehicle on a 24-hour basis.
- 2) The Director of Safe and Secure Schools will be the sole individual authorized to allow an Officer use of a vehicle outside the officer's assigned shift.
- 3) An Officer who is assigned a vehicle on a 24-hour basis shall use the assigned vehicle only as necessary to assist the Officer in conducting investigations, administrative matters, or to perform a specific assignment.
- 4) Except as authorized in these procedures, or in the case of an Officer who has permission to use a vehicle on a 24-hour basis, an Officer may not take a vehicle home. An Officer may be permitted to take a vehicle home only in unusual circumstances and only after receiving

permission from their supervisor who will make the request to the Director of Safe and Secure Schools. Officers who are permitted to take a CCISD vehicle home shall not use the vehicle for personal reasons.

- 5) Each situation will be evaluated, on a case-by-case basis. Use of a vehicle outside of the Officer's assigned shift, without express approval, will result in being reported to the Sheriff and further action, including removal from the CCISD SLO Program.

D. Unauthorized Passengers

Officers shall not have passengers in police vehicles as "observers" without prior approval from the Superintendent or his/her designee. Officers shall not permit persons other than authorized employees of the District, to ride in said vehicle with the exception of persons who are required to be conveyed in the performance of duty, or as expressly authorized.

E. Cleanliness

Each Officer is responsible for the cleanliness of any vehicle, equipment, or work area assigned to him or her. No tobacco products are to be used on or in any CCISD property. SLO Supervisors will conduct a monthly inspection of an SLO's assigned vehicle and equipment. The inspection will be documented on a CCISD Equipment/Vehicle Inspection Form and submitted to the Fleet Deputy.

F. Loss/Damage

In cases involving the loss or damage of District-owned vehicles or equipment, such losses will be reported as soon as practical. The officer shall

- 1) Notify supervisor, Transportation Department, and the Director of Safe and Secure Schools
- 2) Make an Offense Report and/or Accident Report
- 3) If involved in an automobile accident, remain at the scene (if not injured) until an accident investigator arrives
- 4) Contact appropriate drug testing agency per District policy

CCISD utilizes an Accident Review Board (ARB), which reviews all motor vehicle accidents involving a "driver" of a CCISD owned vehicle. This includes both CCISD employees and contracted personnel. Should an accident be classified as

"Preventable" or "Serious Preventable" by the ARB, the ARB will forward their findings to the Superintendent who may notify the contractual person's employer. In this case it is the Galveston County Sheriff. This process does not take the place of and is independent of an accident review board. if one, of the contractual persons employer.

G. Repair/Alteration

Each Liaison officer shall promptly report the need for repairs to any District-owned vehicle for which he or she is responsible to the Transportation Department. No officer shall alter, repair, or in any way change, add to, or remove any parts of accessories, from District-owned property.

H. Vehicle Assignment

The Lead Liaison Officer will determine vehicle assignments. Officers will drive the vehicle that is assigned to them both for regular duty and approved CCISD-related additional assignments. If the vehicle that is assigned to the Officer is unavailable due to repairs etc, the Officer will drive another vehicle, if one is available, and not being used by an overlapping shift.

L. Restitution

Any Officer who has lost, damaged, or destroyed any equipment issued by the District, may be required to make restitution and may be subject to being reported to the Sheriff if the loss or damage is the result of malice, intentional acts or gross negligence.

Exhibit C – Compensation Schedule

Galveston County has adopted a Career Path program for law enforcement. Compensation for each Officer will be calculated according to his or her individual Career Path step and corresponding salary grade/step as follows:

<u>Position</u>	<u>Grade/Step</u>	<u>FY 21 Salary</u>
Deputy I – Law Enforcement	514	\$45,569.86
Deputy II – Law Enforcement	516	\$50,654.62
Deputy III – Law Enforcement	518	\$55,390.44
Deputy IV – Law Enforcement	519	\$58,159.96
Deputy V – Law Enforcement	520	\$63,260.68
Sergeant I	523	\$71,573.63
Sergeant II	524	\$75,197.06
Lieutenant	526	\$81,836.91
Captain	528	\$90,225.20

Hourly Rate for each Officer is calculated by dividing each Officer's individual salary by 2080.

Total Hourly Rate for each Officer is calculated as follows:

$$(\text{Hourly Rate}) \times (1.22695 \text{ [variable benefits]}) + \$4.21 \text{ [fixed benefits]} = \text{Total Hourly Rate}$$

Longevity \$10 per month per year of service

Current monthly certification pay rates are:

<u>Intermediate</u>	<u>Advanced</u>	<u>Master</u>
\$ 50.00	\$ 100.00	\$150.00

In addition, the following fees and charges will be billed per Officer per contract year, prorated monthly:

<u>Uniforms</u>	<u>Training</u>	<u>Cellular</u>	<u>Radio</u>
\$ 440.00	\$ 440.00	Provided by District	Provided by District

Administrative Fee will not exceed 1% of the total monthly bill

Longevity \$10 per month per years of service

**CCISD will provide District owned radio equipment and cell phones to each Officer assigned to CCISD*

Grandfathering: Notwithstanding the above, Hourly Rates for Officers assigned to CCISD under the version of this contract that was in effect on July 29, 2021 will not be reduced as a result of the adoption of the Career Path

under this version of the contract. Such Officers will continue to work at the same Hourly Rate they received on July 29, 2021 until such time as they qualify for a higher Hourly Rate under the Career Path.

AMENDMENT 2022-01 TO INTERLOCAL GOVERNMENTAL AGREEMENT
FOR SCHOOL LIAISON OFFICER PROGRAM

This agreement amends the now-existing Interlocal Governmental Agreement between the County of Galveston, Texas and Clear Creek Independent School District ("CCISD"), providing law enforcement services for CCISD, executed as effective July 29, 2021 ("Agreement").

Effective August 1, 2022 at midnight, the number of Officers performing services under the Agreement is increased by five (5) Deputies for a total of forty-five (45) Officers. This amendment does not change or alter any term of the Agreement other than the number of Officers. This amendment is not the annual letter agreement called for in the Consideration section of the Agreement.

County of Galveston by:




Dwight Sullivan, County Clerk

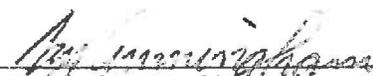

Mark Henry, County Judge

Date of Execution August 8, 2022


Henry Troceneset, Galveston County Sheriff

Date of Execution: August 8, 2022

Clear Creek ISD by:


Jay Cunningham, President

Clear Creek ISD Board of Trustees

Date of Execution: July 25 2022

Attest:


Jonathan Cottrell, Board Secretary


Dr. Karen Engle, Interim Superintendent

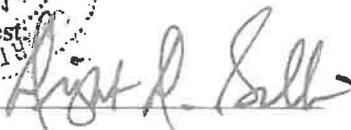
Date of Execution: July 25 2022

AMENDMENT 2021-03– 2021-24 TO INTERLOCAL GOVERNMENTAL AGREEMENT
FOR SCHOOL LIAISON OFFICER PROGRAM

This agreement amends the now-existing Interlocal Governmental Agreement between the County of Galveston, Texas and the Clear Creek Independent School District (“CCISD”), providing law enforcement services to CCISD. The attached Base Compensation Schedule (Exhibit B Supplement) is adopted for the period of October 1, 2022 through September 30, 2023, pursuant to the “Consideration” section of the existing Interlocal Governmental Agreement for School Liaison Officer Program.

County of Galveston by:




Dwight Sullivan, County Clerk



Mark Henry, County Judge

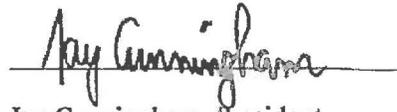
Date of Execution 2/17/23



Henry Trochesset, Sheriff

Date of Execution 2/17/23

Clear Creek ISD by:



Jay Cunningham, President

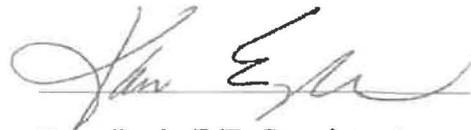
Clear Creek ISD Board of Trustees

Date of Execution: 1/26/2023

Attest:



Jonathan Cottrell, Board Secretary



Karen Engle, EdD, Superintendent

Date of Execution 1/26/2023

Exhibit B – Compensation Schedule

CCISD Amendment 2012-3 -2021-24 Agreement

Galveston County has adopted a Career Path program for law enforcement. Compensation for each Officer will be calculated according to his or her individual Career Path step and corresponding salary grade/step as follows:

Position	Grade/Step	FY 2023 Salary
Deputy I – School Liaison	514	\$51,250.00
Deputy II – School Liaison	516	\$56,432.00
Deputy III – School Liaison	518	\$61,614.00
Deputy IV – School Liaison	519	\$64,205.00
Deputy V – School Liaison	520	\$66,795.00
Sergeant I – School Liaison	523	\$74,437.00
Sergeant II – School Liaison	524	\$78,205.00
Lieutenant – School Liaison	526	\$85,110.00
Captain – School Liaison	528	\$93,834.00

Hourly Rate for each Officer is calculated by dividing each Officer's individual salary by 2080.

Total Hourly Rate for each Officer is calculated as follows:

$$(\text{Hourly Rate}) \times (1.21327 \text{ [variable benefits]}) + \$5.16 \text{ [fixed benefits]} = \text{Total Hourly Rate}$$

Longevity \$10 per month per year of service

Current monthly certification pay rates are:

Intermediate	Advanced	Master
\$50.00	\$100.00	\$150.00

In addition, the following fees and charges will be billed per Officer per contract year, prorated monthly:

Uniforms	Training	Cellular	Radio
\$440.00	\$440.00		

Administrative Fee will not exceed 1% of the total monthly bill

AMENDMENT 2021-24 TO INTERLOCAL GOVERNMENTAL AGREEMENT

FOR SCHOOL LIAISON OFFICER PROGRAM

This agreement amends the now-existing Interlocal Governmental Agreement between the County of Galveston, Texas and Clear Creek Independent School District ("CCISD"), providing law enforcement services for CCISD, executed as effective July 29, 2021 ("Agreement").

Effective March 2, 2023 at midnight, the number of Officers performing services under the Agreement is increased by one (1) Deputy for a total forty-six (46) Officers. This amendment does not change or alter any term of the Agreement other than the number of Officers. This amendment is not the annual letter agreement called for in the Consideration section of the Agreement.

County of Galveston by:



Dwight A. Sullivan
Dwight Sullivan, County Clerk

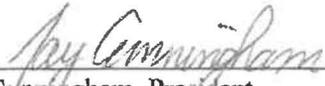
Mark Henry
Mark Henry, County Judge

Date of Execution March 20, 2023

Henry Trochesset
Henry Trochesset, Galveston County Sheriff

Date of Execution: 3/13/23

Creak Creek ISD by:

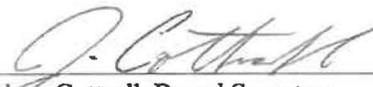


Jay Cunningham, President

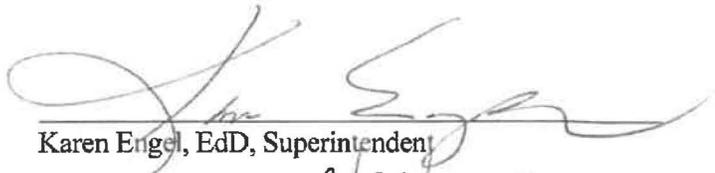
Clear Creek ISD Board of Trustees

Date of Execution: 2/27/2023

Attest:



Jonathan Cottrell, Board Secretary



Karen Engel, EdD, Superintendent
Date of Execution: 2/27/2023

AMENDMENT 2021 – 2024 TO INTERLOCAL GOVERNMENTAL AGREEMENT
FOR SCHOOL LIAISON OFFICER PROGRAM

This agreement amends the now-existing Interlocal Governmental Agreement between the County of Galveston, Texas and the Clear Creek Independent School District (“CCISD”), providing law enforcement services to CCISD. This amendment will serve as a one-year extension to the current contract from July 29, 2024 and shall end, unless extended, on July 28, 2025 at midnight.

Effective July 29, 2024 at midnight, the number of Officers performing services under the Agreement is increased by one (1) deputy for a total of forty-seven (47) Officers. The amendment does not change or alter any terms of the Agreement other than the number of Officers and the contract term.

County of Galveston by:



Dwight A. Sullivan

Dwight Sullivan, County Clerk

A handwritten signature in blue ink, appearing to read "Mark Henry".

Mark Henry, County Judge

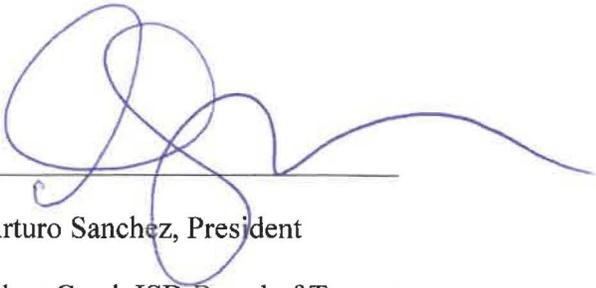
Date of Execution August 19, 2024

A handwritten signature in black ink, appearing to read "Henry Trochesset".

Henry Trochesset, Sheriff

Date of Execution 7/26/24

Clear Creek ISD by:



Arturo Sanchez, President

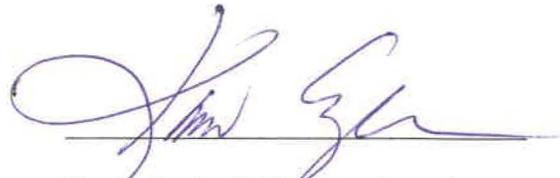
Clear Creek ISD Board of Trustees

Date of Execution: 7/22/24

Attest:



Jay Cunningham, Board Secretary



Karen Engle, EdD, Superintendent

Date of Execution 7/22/24