

State of Texas
County of Galveston

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Interlocal Governmental Agreement for School Liaison Deputy Program

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into as of the 27th day of June, 2026, by and between **GALVESTON COUNTY**, a political subdivision of the State of Texas (the "County"), and **HIGH ISLAND INDEPENDENT SCHOOL DISTRICT** an open-enrollment public charter school, ("HIISD"). The County and the HIISD may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Parties are authorized to enter into this Agreement according to Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"); and

WHEREAS, HIISD desires to enhance the safety and security of its campuses and school-related activities; and

WHEREAS, the County is willing to provide law enforcement services through its Deputy Sheriffs to assist HIISD in fulfilling its safety and security objectives.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Scope of Services

- 1.1. The County shall provide routine law enforcement activities to be performed primarily on the campuses and periphery of HIISD's campuses, including up to 300 feet beyond the real property lines, by Galveston County Deputy Sheriffs (hereinafter referred to as "Deputy").
- 1.2. The County and HIISD shall agree on a total of assigned Deputies to perform the services described herein, designated in Exhibit B. Each Deputy shall work a total of 2236 hours per year, inclusive of permissible leave.
- 1.3. During the hours assigned to perform law enforcement services for HIISD under this Agreement, all Deputies shall perform their duties solely for the benefit of HIISD and shall not engage in work for any other entity or person.
- 1.4. Should the Sheriff or his designee temporarily redeploy a Deputy from HIISD, HIISD shall not be obligated to pay for any time during which a Deputy is redeployed.

2. Command and Direction

- 2.1. Deputies shall work under the direct command of the Supervising Liaison Deputy and the general direction of HIISD officials, with all directives communicated through the Supervising Resource Deputy unless impractical.
- 2.2. The HIISD officials authorized to provide general direction and assignment include the Superintendent and the Principal of each school.

3. Overtime Work

- 3.1 Deputies shall not be requested or required to work overtime at HIISD's expense, except under the following limited circumstances:
- a) With prior consultation and approval of the Supervising Liaison Deputy or the Deputy's designated Supervisor for law enforcement activities initiated during the Deputy's scheduled workday.
 - b) To make a court-ordered appearance related to HIISD business outside of regularly scheduled duty hours.
 - c) To complete investigations promptly that would otherwise be prejudiced by delay.
 - d) For unforeseen emergencies, including Deputies who are "on call".
- 3.2 If unforeseen overtime is required, the Supervising Liaison Deputy and the Superintendent shall be notified as soon as practicable, and the hours worked shall be minimized.
- 3.3 If the performance of such overtime work results in compensable overtime under the Fair Labor Standards Act (FLSA), HIISD shall be responsible for the appropriate overtime rates for compensable hours worked.

4. Specific Duties of Deputies

- 4.1. The Deputies' specific duties shall include, but are not limited to:
- a) Conducting investigations of criminal violations, excluding major criminal violations such as murder or sexual assault occurring on HIISD property or at HIISD-sponsored activities, except at Extracurricular Activities, on or off HIISD property.
 - b) Patrolling the periphery of HIISD campuses to control narcotic/alcohol sale and use, gang-related activities, and other crimes, including those prohibited by Texas Education Code § 37.006(a), § 37.007, and §37.110.
 - c) Attending HIISD-sponsored or school-related activities during school hours.
 - d) Working with faculty, administration, students, and parents to develop skills to detect the presence and dangers of narcotics and/or alcohol.
 - e) Providing security on HIISD campuses for theft prevention, trespassing, and intrusion.
 - f) Responding to night and weekend calls for unlawfully entered HIISD buildings.
 - g) Reporting open and unlawfully entered HIISD buildings to the prescribed personnel.
 - h) Acting as a liaison with public safety authorities on school security matters.
 - i) Consult with HIISD Administration on methods to increase security.

- j) Complying with the HIISD's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing outlined in HIISD Board policies and administrative regulations, to the extent that there are no conflicts with policies of the Sheriff's Office or the County.
 - k) Upholding the laws of the State of Texas and performing duties required of peace Deputies under Texas law.
 - l) Preserving the peace within the Deputy 's jurisdiction by all lawful means.
 - m) Performing such other law enforcement duties as may be agreed upon by the Sheriff and HIISD.
 - n) Texas Education Code 37.081(d-2): A school district may not assign or require as duties of a school district peace Deputy, a school resource Deputy, or security personnel:
 - (1) routine student discipline or school administrative tasks; or
 - (2) contact with students unrelated to the law enforcement duties of the peace Deputy, resource Deputy, or security personnel.
- 4.2. School-related activities are defined as activities that are in any way sponsored or officially sanctioned by HIISD, except Extracurricular Assignments as defined below.
- 4.3. Nonperformance of Specific Duties is excused to the extent that Specific Duties cannot be performed safely, efficiently, and effectively.

5. Extracurricular Assignments

- 5.1 For purposes of this Agreement, the term "Extracurricular Assignments" means law enforcement services provided by law enforcement personnel at HIISD events that occur outside of their regularly scheduled duty day. Extracurricular Assignments are expressly excluded from the purview of this Agreement.
- 5.2 **Establishment of Program:** HIISD shall establish and operate its program for the appointment of law enforcement personnel from various law enforcement jurisdictions to Extracurricular Assignments, as further described in Exhibit "A", separate and apart from this Agreement and independent of their employment with the County.
- 5.3 **Voluntary Participation:** To the extent that any Deputy performing services under this Agreement voluntarily participates in the HIISD 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.
- 5.4 **No Requirement to Participate:** No Deputy shall be expected to or requested, required, or instructed by any HIISD Official, the Supervising Liaison Deputy , or any other County employee to participate in the Extracurricular Assignment Program.
- 5.5 **Fair Labor Standards Act Compliance:** The County and HIISD 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). However, if the performance of Extracurricular Assignment work results in any Deputy (s)

working overtime hours legally compensable by the County, and the Deputy is classified as non-exempt under the Fair Labor Standards Act, then HIISD shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period.

6. Assignment of Deputies

6.1 Assignment Process: The Sheriff's Office shall institute a process by which law enforcement Deputies may be

- a) considered for immediate assignment to HIISD or
- b) placed on a list of potential law enforcement Deputies who would be eligible for assignment to HIISD so that vacancies might be filled promptly.

6.2 Objection to Appointment: HIISD may object to the proposed appointment of any Deputy to one of its campuses. In the event a Deputy presented for appointment is not agreeable with HIISD, then the Superintendent shall notify the Sheriff in writing of 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. However, the final determination of appointment shall lie with the Sheriff.

6.3 Eligibility List: Assignment to the eligibility list shall not guarantee that a law enforcement Deputy whose name has been placed on the list will be assigned to an HIISD position. Generally, law enforcement Deputies whose names are on the list will be appointed to serve in HIISD assignments unless the Sheriff assigns the listed Deputies otherwise for reasons including, but not limited to:

- a) the law enforcement Deputy is involved in some intervening event that, in the opinion of the Sheriff, would cause him/her to be ineligible or inappropriate for such an assignment;
- b) in the opinion of the Sheriff, another law enforcement Deputy is determined to be more suitable for assignment;
- c) in the opinion of the Sheriff, the law enforcement Deputy is better suited to serve in another capacity in the Sheriff's Office; or
- d) the number of Deputies on the eligibility list exceeds the number of available positions with HIISD, according to this Agreement.

7. Removal of Deputies

7.1 HIISD may request the removal of any Deputy assigned to one of its campuses through the following means:

- a) **Performance or Employment Related Concerns:** If an assigned Deputy is no longer agreeable to HIISD due to performance or other employment-related concerns, the Superintendent shall notify the Sheriff in writing of the specific reason(s) for the concerns. If the Sheriff agrees there are performance or other employment-related issues, he will counsel with the Deputy and attempt to address those issues within seven days. If the Deputy's performance or other employment-related concerns are not corrected to the

satisfaction of HIISD, 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.

b) **Allegations of Serious Misconduct:** In the event an allegation of serious misconduct has been made against a Deputy, the Superintendent shall notify the Sheriff in writing, and upon request by the Superintendent, the Deputy shall be temporarily removed or reassigned under this Agreement pending the Sheriff's Office internal investigation into the allegation.

7.2 Within seventy-two (72) hours after any removal, the County shall provide HIISD with a replacement Deputy. If the replacement Deputy is not agreeable to HIISD, the Superintendent shall notify the Sheriff in writing, specifying the reasons for disapproval. The Parties shall meet to discuss the reasons in an attempt to reach a consensus.

7.3 If the Sheriff concludes after the internal investigation that the allegations of misconduct are untrue, he shall present his findings to the Superintendent, who shall consider whether the Deputy may return to HIISD. If the Superintendent determines that the Deputy shall not return, he shall notify the Sheriff in writing, stating the reasons for this determination. The Parties shall meet to discuss the reasons in an attempt to reach consensus, but the ultimate decision regarding the Deputy's reassignment shall remain with the Sheriff.

7.4 The Sheriff shall notify the Superintendent in writing if any Deputy assigned to HIISD is placed under investigation by the Sheriff's Office or any other law enforcement agency.

8. Substitution of Deputies

8.1 In the event a regularly assigned Deputy is expected to take permissible leave or extended leave, HIISD will be responsible for providing a substitute Deputy during this period. The Sheriff or his designee will notify the Superintendent of the leave and its anticipated duration.

9. Employment Status

9.1 Deputies assigned under this Agreement shall remain employees of the County and shall be entitled to benefits afforded regular County employees. Such entitlement shall not affect the payment consideration by HIISD under this Agreement.

9.2 No Deputy shall maintain an employment relationship with HIISD while assigned by the County under this Agreement.

10. Personnel and Time Records

10.1 Personnel records for all Deputies assigned under this Agreement shall be maintained by the County through the Sheriff's Office.

10.2 Official time records for all Deputies assigned under this Agreement shall be maintained by the County using standard payroll processing methods. These records shall serve as the basis for invoices for services rendered under this Agreement.

- 10.3 Deputies shall be paid a bi-weekly salary based on a standard 14-day work period of 86 hours, as defined by the Fair Labor Standards Act. Appropriate deductions for paid and unpaid leave, as well as additions for overtime or other adjustments, shall be made. The County shall provide copies of payroll records showing all exceptions, in either paper or electronic format, along with each invoice sent to HIISD for payment.
- 10.4 HIISD may utilize a system to record the hours Deputies are present and working at HIISD campuses. This system shall not be considered an official payroll record nor used for billing purposes, but may be used for attendance tracking and validation of invoices.

11. County Resources

- 11.1 Deputies assigned under this Agreement shall have reasonable access to 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.
- 11.2 The Sheriff may, at his discretion, temporarily make other Sheriff's Office resources available to support the Deputies' policing functions upon specific request and consultation with the Supervising Liaison Deputy.
- 11.3 Uniforms, cellular phones, and radio equipment shall be provided to Deputies by the Sheriff's Office, and the costs incurred for these items shall be paid by HIISD in accordance with Exhibit B.

12. HIISD Resources

- 12.1 Access to the District's technology system through desktop computers, laptop computers, or tablet computers.
- 12.2 Reasonable office supplies and workspace necessary for the Deputies to perform their duties.
- 12.3 Access to the District's electronic mail system, including the issuance of an electronic mail address to each Deputy.
- 12.4 The use of District-owned technology and resources is subject to the following conditions:
- a) All Deputies shall comply with the District's policies and procedures regarding the use of District technology and electronic communication, including but not limited to Board Policy DH(LOCAL), CQ(LOCAL), and CQ(Regulation).
 - b) Deputies are strictly prohibited from communicating with students via text messaging or any form of social media unless such communication is conducted in the course of bona fide law enforcement activity or school safety.

13. Consideration

- 13.1 HIISD shall compensate the County for the services rendered under this Agreement as mutually agreed upon in writing by the Parties.
- 13.2 The County's fiscal year is October 1 to September 30, and the County adopts a yearly budget effective October 1 of each year. HIISD shall agree upon the adopted compensation rates for each year, and the Sheriff shall send notice to HIISD of the adopted compensation to be paid no later than November 1st of each year.
- 13.3 The County shall submit invoices to HIISD for services provided, and HIISD shall pay such invoices within thirty (30) days of receipt. 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, the County shall prepare an invoice for services rendered under this Agreement for the previous month. The invoice shall include copies of time records for each Deputy according to the Personnel & Time Records section of this Agreement. Said invoice and time records shall be forwarded by the County through its Auditor's Office to HIISD for payment.
- 13.4 HIISD shall pay each monthly invoice per Texas Government Code Chapter 2251. In the event a dispute arises between the County and HIISD concerning a portion of any invoice, HIISD agrees that only payment of the disputed amount may be retained by HIISD, and such retention may be withheld only until the disputed matter is resolved. Payment of the resolved disputed balance will also be paid per Texas Government Code Chapter 2251. The parties agree to put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.
- 13.5 HIISD acknowledges that time is of the essence regarding each payment. If the County does not receive HIISD's payment in a timely manner, this Agreement may, at the option of the County, be immediately terminated. HIISD will not be relieved of any payment to County that is due and unpaid as of the date of termination.
- 13.6 HIISD agrees to pay the County for actual hours worked by Deputies, as well as for Permissible Leave hours during the term of this Agreement, according to the rates and fees outlined in Exhibit B.
- 13.7 Permissible Leave shall not exceed five (5) consecutive sick leave or workers' compensation leave days per occurrence and a total of 24 days or 192 hours per contract year, per Deputy. Paid holidays shall be considered Permissible Leave but shall not count towards the limitations set forth herein.
- 13.8 HIISD shall pay for the actual hours worked by replacement Deputies for any Permissible Leave taken by a Deputy in addition to the Permissible Leave hours of the absent Deputy.
- 13.9 In the event a Deputy works overtime hours, the County shall be reimbursed for the appropriate overtime rate, calculated as an additional one-half of the Deputy's total hourly rate, including benefits costs, and certificate pay, as shown in Exhibit B.
- 13.10 HIISD shall not require any Deputy to take Compensatory time in lieu of overtime unless such Compensatory time does not count toward the limitations on Permissible Leave. Compensatory

time accruals shall be limited to 160 hours per Deputy, and payouts of accrued compensatory time upon separation shall be billable to HIISD.

14. Leave/In-Service Training/ School Break Reassignment

- 14.1 The Deputies shall require annual in-service training, which will be provided by the County with costs paid by HIISD per **Exhibit B**. HIISD may require additional in-service training as appropriate, and HIISD will be responsible for the cost of any such additional training. Hours expended by Deputies in attending such training shall be considered hours worked under this Agreement.
- 14.2 Training and annual leave will be permitted between the day following the last day of the Spring term until the day preceding the beginning of the new Fall term in that same year, subject to the limitation on Permissible Leave as outlined in Section 13.7. During this period, and during other scheduled school breaks, the Deputy may be reassigned in accordance with Section 14.3 (School Break Reassignment).
- 14.3 School Break Reassignment During the months of June, July, and August, when High Island Independent School District is not in regular session, as well as during any extended school breaks, including but not limited to Spring Break, Thanksgiving Break, Winter/Christmas Break, and other scheduled holiday closures, the assigned School Resource Deputy shall be temporarily reassigned by the Galveston County Sheriff's Office to patrol duties within the Bolivar Peninsula area. During these periods of reassignment, HIISD shall not be billed for the Deputy's salary, benefits, vehicle, equipment, or any associated costs. Upon the resumption of the regular school calendar, the Deputy shall return to assignment as the School Resource Deputy under the terms of this Agreement.

15. Vehicles

- 15.1 Vehicle Assignment. High Island Independent School District ("HIISD") shall make reasonable efforts to provide a vehicle for the Deputy assigned under this Agreement.
- 15.2 County-Provided Vehicle. If HIISD is unable to provide a vehicle, the Galveston County Sheriff's Office may, at its sole discretion, assign a County-owned patrol vehicle for the Deputy's use while performing services under this Agreement. HIISD agrees to reimburse the County for the costs associated with providing the vehicle, including any applicable operational, maintenance, and administrative expenses as set forth in the annual compensation schedule or as otherwise agreed upon in writing by the Parties.
- 15.3 Operational Availability. In consideration of the County providing a patrol vehicle, the assigned Deputy shall remain available to assist the Galveston County Sheriff's Office with patrol operations, emergency calls for service, critical incidents, and other law enforcement needs within the County when requested by the Sheriff or the Sheriff's designee. Such assistance shall be provided only when it does not unreasonably interfere with the Deputy's primary responsibilities to HIISD and when, in the judgment of the Sheriff or designee, the assistance is necessary to protect public safety or support critical law enforcement operations.
- 15.4 Primary Assignment. Except as provided in Section 15.3, the Deputy's primary assignment and daily duties shall remain the provision of law enforcement and school safety services to HIISD under the terms of this Agreement.

16. Supervising Resource Deputy

- 16.1 One of the Deputies furnished by the County shall be appointed to serve as the Supervising Resource Deputy between HIISD and the Sheriff's Office. Such Deputy shall be subject to removal in the same manner as other Deputies.
- 16.2 The Supervising Liaison Deputy will be shared among the Safe Schools South Division Districts and, as such, will be billed as a shared cost to the Districts.
- TCISD – Forty-nine Percent (49%)
 - DISD - Forty-nine Percent (49%)
 - Odyssey Academy – One Percent (1%)
 - High Island ISD - One Percent (1%)

17. Term and Termination

- 17.1 This Agreement shall commence on the Effective Date and shall continue for three (3) years, unless terminated earlier by either party upon thirty (30) days' written notice to the other party.
- 17.2 In the event of termination, HIISD shall remain liable for payment for all services rendered under this Agreement before the effective date of termination.
- 17.3 This Agreement may be renewed upon mutual agreement of the Parties.

18. Early Termination

- 18.1 This Agreement may be terminated with or without cause or for convenience by either party upon thirty (30) days' prior written notice to the other party.

19. Renewal Period

- 19.1 This Agreement may be renewed if HIISD gives notice of its intention to renew within ninety (90) days before 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.

20. Governing Law

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

21. Miscellaneous Provisions

- 21.1 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, and negotiations.
- 21.2 **Amendments:** This Agreement may be amended only in writing signed by both Parties.

21.3 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

21.4 Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, electronically (e-mail) or sent by certified mail, return receipt requested, to the addresses set forth below:

To County:

Galveston County
Attn: Mark Henry, County Judge
722 Moody Ave., 2nd Floor
Galveston, TX 77550
Mark.henry@co.galveston.tx.us

To HIISD:

High Island Independent School District
Attn: Misti Smith, Superintendent
2113 6th St
High Island, TX 77623
msmith@highislanddisd.net

With a Copy to:

Galveston County Sheriff's Office
Attn: Jimmy Fullen, Sheriff
601 54th Street
Galveston, TX 77551
Jimmy.Fullen@galvestoncountytexas.gov

Signature page follows:

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement as of the date first above written.

County of Galveston, Texas

Galveston County Sheriff's Office

Mark Henry, County Judge

Jimmy Fullen, Sheriff

Attest:

High Island Independent School District

Dwight D. Sullivan, County Clerk



Misti Smith, Superintendent

Exhibit A HIISD Extracurricular Assignment Program

Purpose

The Program is established to provide law enforcement and security services at HIISD events, activities, and programs that occur outside of regular school hours.

Staffing

The Program shall be staffed by licensed law enforcement Deputies from various law enforcement agencies within Galveston County who apply to be placed on HIISD's list of Deputies willing and available for service in the Program.

Administration

The HIISD Superintendent or designee shall oversee the administration of the Program and shall ensure its efficient operation.

Notification

The Superintendent or designee shall notify all law enforcement agencies located within HIISD's territory of the Program, invite all interested law enforcement personnel to apply for participation, and accept qualified participants in a consistent manner without favoritism toward any particular law enforcement agency.

Voluntary Participation

Participation in the Program shall be strictly voluntary. Deputies employed by Galveston County may voluntarily elect to apply for participation in the Program; however, no Deputy shall be guaranteed any assignment to the Program or promised any number of hours of work under the Program.

Independent Contractor Status

Deputies selected to work for the Program, regardless of their police jurisdiction or regular employment, shall be considered independent contractors engaged to fulfill security functions at specified events.

Selection of Deputies

The selection of Deputies to work for the Program shall be made by the Superintendent or designee on a non-discriminatory basis from the pool of Deputies who have volunteered for such duty and are on the HIISD-approved list of Program Deputies.

Compensation

Deputies who perform services for HIISD such as extra duty jobs under the Program shall be compensated at a rate established by HIISD.

Tax Responsibilities

All Deputies participating in the Program shall be responsible for their income tax reporting and payment responsibilities as independent contractors.

Exhibit B – Compensation Schedule

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

Position	Grade/Step	FY 2026 Salary
Deputy Sheriff (Tier 1)	0-3 years	\$65,000.00
Deputy Sheriff (Tier 2)	4-7 years	\$70,000.00
Deputy Sheriff (Tier 3)	8-12 years	\$75,000.00
Deputy Sheriff (Tier 4)	13-17 years	\$80,000.00
Deputy Sheriff (Tier 5)	18+ years	\$85,000.00
Detective/Investigator/Corporal		\$90,000.00
Sergeant Sheriff		\$95,000.00
Lieutenant Sheriff		\$110,000.00
Captain Sheriff		\$125,000.00

Number of assigned Deputies:

One (1) Deputy Sheriff, to perform the services described herein. The Deputy shall work a total of 2,080 hours per year, inclusive of permissible leave.

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

The Total Hourly Rate for each Deputy is calculated as follows:

(Hourly Rate) x (19.78 [variable benefits]) + \$5.16 [fixed benefits] = Total Hourly Rate

Monthly certification pay rates and longevity:

Intermediate	Advanced	Master	Longevity
\$100.00	\$200.00	\$300.00	\$10 per month per year of service

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

Uniforms	Training	Cellular	Radio
\$853.00	\$440.00	\$50.00	\$720.00

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

Billing Provision:

During periods when HIISD is not in regular session, including the months of **June, July, and August**, as well as **Spring Break, Thanksgiving Break, Winter/Christmas Break, and other District-wide holiday closures**, HIISD shall not be invoiced for any costs associated with the assigned School Resource Deputy, including salary, benefits, vehicle, equipment, training, administrative fees, or any other related expenses. During these periods, the Galveston County Sheriff's Office will temporarily reassign the Deputy to patrol duties within the Bolivar Peninsula.