

MEMORANDUM OF UNDERSTANDING FOR SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN COMPASS ACADEMY CHARTER SCHOOL AND
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding (hereinafter "Agreement" or "MOU") is entered into by and between the Compass Academy Charter School (hereinafter "Compass"), an independent open enrollment school in the State of Texas, and the Ector County Independent School District, Texas (hereinafter "District") an Independent School District in the State of Texas, collectively the "Parties," for the provision of School Resource Officers by the Ector County Independent School District Police Department.

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791 ("COOPERATION ACT"), the PARTIES are empowered to contract with each other for the performance of governmental functions, including police protection; and WHEREAS, the DISTRICT is given authority by the laws of the State of Texas to hire and commission law enforcement officers to serve in the Ector County Independent School District Police Department (the "Police Department"); and WHEREAS, Section 37.081 of the Texas Education Code authorizes the Board of Trustees of the COMPASS to provide for School Resource Officers ("SROs") for the COMPASS; and WHEREAS, the COMPASS desires to have full-time law enforcement officer(s) on COMPASS campus during Instructional Days; and WHEREAS, it is considered to be cost effective and in the public interest for COMPASS and the DISTRICT to enter into this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Purpose

1.1 The purpose of this Agreement is to formalize an arrangement between the parties for the provision of SROs, employed by the Ector County Independent School District Police Department. The Compass and the District have each found that this Agreement will provide for the safety and security of the school and the community and will enable governmental services to be provided more economically and efficiently.

2. Term and Termination

2.1 The term of this Agreement shall be for one year, running from July 1st to June 30th of the following year (the "Term"). This Agreement shall automatically renew each year for a term of equal length unless written notice of nonrenewal is given by either party no later than April 30th. The Agreement shall be reviewed annually by the Parties prior to renewal.

2.2 Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days' written notice to the other party in the manner specified within this Agreement.

3. Obligations of the Parties

3.1 The District along with any District employees providing services under this Agreement shall have an independent contractor relationship with Compass and its employees for the purposes of this Agreement. All District employees providing services under this Agreement shall remain the employees of the District and shall not be considered employees of Compass.

3.2 Such employees shall be subject to Police Department control and supervision. The Parties shall maintain responsibility for the acts and omissions of their respective employees. The Parties assume no liability for any clamor cause of action arising from any acts or omissions attributable to the other party's employees, agents, officers, or contractors.

3.3 Compass is solely responsible for paying full amounts of salary and benefits to the District for all District employees providing services under this Agreement, including any required Worker's Compensation and Unemployment Insurance.

3.3 The District will provide the SROs with all uniforms and equipment, including vehicles, required for the SROs to perform the services set out within this Agreement. The District will provide all vehicle maintenance, fuel, insurance and related costs for vehicles assigned to SROs by the Police Department. The District will also provide the SROs with all training necessary for the acquisition and maintenance of state licensing and certification requirements for police officers, as well as any training requirements specific to SROs.

3.4 Compass will provide the SROs with any additional training or instruction necessary or which Compass desires the SROs to obtain for the provision of services under this Agreement, at Compass's own cost.

3.5 The District shall provide two officers to manage all aspects of the SRO program and assist in facilitating Compass's safety and security program. The Officers will be assigned to Compass and will follow the work schedule provided by the Compass and attached to this Agreement as Exhibit A. The Compass will provide an updated work schedule each year prior to July 1. The Officers will be provided an office space by Compass to operate from.

3.6 The Officers will make reasonable efforts to ensure that at least one SRO is present during the regular school hours. On non-school days, SROs shall be subject to other assignments as determined by the District. Regular working hours may be adjusted on a situational basis with the consent of the Chief of Police. Compass understands that the District reserves the right to require any or all of its SRO's to report to the District's property or on District's business at any time when determined necessary by the District's Chief of Police.

3.7 If the SRO's are temporarily absent from his/her assigned SRO duties for any reason, the Compass should call the District police dispatch at 432-456-9999 (non-emergency) or dial 911 in case of emergency.

3.8 In the case of dismissal or resignation of an SRO, the Compass will not be required to compensate or reimburse the District for the cost of the SRO until a replacement has been selected.

3.9 Compass agrees to provide SROs with access to an office or other workspace that affords security and privacy, and such basic equipment as is necessary for the performance of the SRO's assigned duties under this Agreement, including a telephone, copier, secured filing space, and a computer. Compass also agrees to provide the SROs with access to all secured areas of Compass campuses, classrooms, offices, out buildings, off campus facilities as needed in the performance of their duties, in addition to key cards, toggles, and physical keys.

4. SRO Assignment and Removal

4.1 The District's Sergeant shall make all appointments and assignments of SROs and shall consider any input offered by the Compass.

4.2 If Compass is dissatisfied with the performance of an SRO, Compass will notify Sergeant who will attempt to resolve the issue to the satisfaction of both the Compass and the District.

4.3 The Ector County ISD Police Department may take appropriate disciplinary action in accordance with violations of any ECISD PD policy, up to and including dismissal or reassignment.

4.4 The District shall remain responsible for providing annual performance evaluations to each SRO and will solicit input from school personnel for inclusion in such evaluations.

5. SRO Responsibilities

5.1 Assigned SROs shall work in concert with the Compass's Superintendent, campus principals, and other authorized District officials, and shall meet with the campus principals on a periodic basis.

5.2 SROs shall check in and out with campus office administrative staff on arrival and departure from campus, unless circumstances prevent the SRO from doing so.

5.3 Upon Compass's request, an SRO may provide educational programming for students, parents, and/or employees regarding health and safety-related topics, such as but not limited to tobacco, alcohol and drug use.

5.4 The District's Sergeant and SROs may receive private student information while performing law enforcement duties, and shall only use, share or disclose such information as necessary in the course of official law enforcement duties. The Sergeant and SROs shall not attempt to access student education records maintained by Compass without consent of a Compass administrator. The Sergeant and SROs may request specific information from Compass as needed in the performance of law enforcement duties, including student education records, personnel records, and other information. Student education records are subject to the protections of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. Compass shall provide the Sergeant and SROs with access to student education records (1) with parent consent; (2) in the event of a health or safety emergency if knowledge is necessary to protect the health or safety of the student or other individuals pursuant to 34 C.F.R. 99.31(a)(10), 99.36; (3) if the information is considered directory information under Compass Board Policy, or (4) in response to a search warrant, court order or subpoena.

5.5 SROs shall assist Compass staff in maintaining order on school property, which may include addressing individuals engaging in unlawful conduct on Compass property or at Compass-sponsored events. An SRO shall not have the authority to administer or assign school discipline to students; however, if the principal believes an incident involves a violation of the law or a threat to school safety, the principal may request the cooperation or involvement of the campus SRO.

5.6 SROs will take appropriate law enforcement action consistent with a police officer's duty (e.g., arrest, request for additional police assistance). If possible, an SRO shall make the campus principal aware of such action before it is taken or as soon as possible thereafter.

5.7 SROs may perform other duties as may be mutually agreed upon in writing by the District and the Compass.

6. Cost Sharing

6.1 The Compass agrees to pay to the District the amount(s) equivalent to the base rate of each SRO's yearly salary, not to exceed \$90,000 annually or \$7,500 per month per SRO, and all overtime expenses for events the Compass request or incurred due to the SRO's conducting official Compass business in accordance with the SRO's authority, in exchange for the provision of his or her in-district services. The District shall provide Compass with a statement of SRO's yearly salary by July 1 of each year of this Agreement. Services provided by the SRO's outside of their standard work schedule for the Compass, and not in the capacity as an assigned District PD officers for the District under this Agreement, are not covered by this Agreement and all costs for said services shall be borne solely by the Compass.

6.2 In addition to each SRO's salary reimbursement under section 6.1 above, Compass agrees to pay an hourly rate of up to \$75.00 to the District as compensation for the provision of SRO services and security services at Compass extracurricular events under this Agreement. Services provided outside the scope of this Agreement by an off-duty police officer, not in their capacity as an appointed SRO, are not covered by this Agreement and all costs for said services shall be borne solely by the Compass.

6.3 The District shall provide the Compass with a monthly invoice reflecting the amount of the monthly installment towards the SRO's annual salary. Compass shall make payments to the District within 30 days of receipt of the invoice.

6.4 Compass understands and agrees that it will pay the full amount of each monthly invoice, without regard to the actual hours worked by each SRO during the relevant month. This obligation is considered by the Parties to be Compass's proportionate share of all costs directly related to the District's provision of services under this MOU in exchange for the District covering all other related costs, including, but not limited to, SRO's uniforms, equipment, vehicle maintenance, fuel, insurance and related costs for use of vehicles assigned to and utilized by SROs in provision of services under this MOU.

6.5 Parties agree that the proportionate cost sharing responsibilities as described in Section 6.4 above satisfy the State legal requirement that the District not profit from this Agreement.

7. Miscellaneous

7.1 Any notice permitted or required to be provided under this Agreement shall be given by certified mail, return receipt requested, to the addresses provided below. Notice shall be deemed received 3 days after deposit of the notice into the mail. Either Party may designate a different address by giving at least 10 day's written notice in the manner provided above.

FOR THE DISTRICT:

Ector County ISD Police Department
Attn: Chief of Police Jeff Daniels
1314 N. Lee Avenue,
Odessa, TX 79760

FOR COMPASS:

Compass Academy Charter School
Attn: Kathy Killingsworth
5530 Billy Hext
Odessa, TX 79765

7.2 The terms and provisions of this Agreement constitute the entire agreement between the District and Compass, and no modification of this agreement shall be effective unless in writing and executed by both Parties.

7.3 Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party nor to create any legal rights or claim on behalf of any third party. Neither District nor Compass waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.4 The Parties agree to cooperate with each other, in good faith, at all times during the term hereof, in order to effectuate the purposes and intent of this Agreement. Each party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be immediately reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

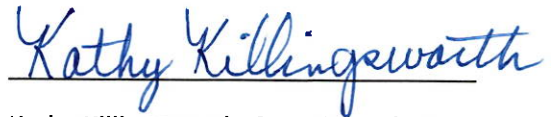
7.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Ector County, Texas. Venue shall lie exclusively in Ector County, Texas.

To indicate their agreement, the District Board of Trustees and Compass Board of Trustees have authorized their representatives to affix their signatures below:

For the DISTRICT:

Dr. Keeley Boyer, Superintendent of Schools

For COMPASS:



Kathy Killingsworth, Superintendent