Technology Department 19200 Cobb Avenue Tornillo, TX 79853 Phone 915.765.3035 Fax 915.765.3099

MEMORANDUM

To: From: Subject: Date:
HISTORY:
RATIONALE:
BUDGET IMPACT:
ADMINISTRATIVE RECOMMENDATION:



Alternative Security Measures

Public Safety Department

HB 3 Requirement

Sheriff Resource Officer (SRO) Costs

School Marshal & School Guardian

Agenda

Next Steps



HB 3 Requirement

Armed Security Officer

House Bill 3 mandates that all public school districts have an armed security officer at each campus during school hours.

Good Cause Exception:

If a district is unable to meet this requirement due to financial or staffing constraints, it can claim a "good cause exception" and develop an alternative plan.

Alternative Options:

The alternative plan can include using school marshals or guardians, who are trained employees or contracted individuals authorized to carry firearms.



TASB FAQ Armed Officers



TxSSC HB3 Armed Officer



TEA School Based Law Enforcement



SRO – Sheriff Resource Officer

Project Payment Plan



Year	Term	SRO 1	SRO 2	Vehicle 1	Vehicle 2	Yearly Cost	Monthly
2023	Year 1	\$ 84,238.00	\$ -	\$ 3,333.00	\$ -	\$ 87,571.00	\$ 7,297.58
2024	Year 2	\$ 76,003.20	\$ 76,003.20	\$ 1,666.50	\$ 1,666.50	\$ 155,339.40	\$ 12,944.95
2025	Year 3	\$ 79,803.36	\$ 79,803.36	\$ 1,696.50	\$ 1,696.50	\$ 162,999.72	\$ 13,583.31
2026	Year 4	\$ 81,812.64	\$ 81,812.64	\$ 1,707.00	\$ 1,707.00	\$ 167,039.28	\$ 13,919.94
2027	Year 5	\$ 83,865.60	\$ 83,865.60	\$ 1,717.00	\$ 1,717.00	\$ 171,165.20	\$ 14,263.77
2028	Year 6	\$ 88,058.88	\$ 88,058.88	\$ 1,748.00	\$ 1,748.00	\$ 179,613.76	\$ 14,967.81

School Marshal & School Guardian Programs





VS



In a Texas public school district, a school marshal is a specially trained and licensed peace officer, while a school guardian is a school employee authorized to carry a firearm, but not necessarily with the same training or legal authority as a marshal.

https://www.tcole.texas.gov/content/school-marshals

https://www.schoolsafetycertification.com/

Detailed Breakdown





School Marshal Program

- Role: Licensed peace officers with law enforcement powers within the school district, including the ability to make arrests and use force.
- Training: Undergo extensive training, including an 80-hour course and other specialized training, as well as a psychological exam.

- Role: School employees, often teachers or other staff, who are authorized by the school board to carry a firearm for the purpose of school safety.
- Training: Typically receive less training than school marshals, often around 16 hours, and are not required to have a TCOLE license.

Detailed Breakdown continued...





School Marshal Program

- Authority: May exercise all the authority of a peace officer to prevent offenses that threaten serious bodily injury or death on school premises.
- Licensing: Require a school marshal license issued by the Texas Commission on Law Enforcement (TCOLE).

- Authority: Do not have the same law enforcement powers as a marshal and are generally authorized to use force only to protect themselves or others from immediate danger.
- Licensing: Typically require a handgun license and may need to meet other requirements set by the school board.

Prerequisites





School Marshal Program

- Must be a school employee
- Must have a valid handgun license

- Must be a school employee
- Must have a valid handgun license

Training Requirements





School Marshal Program

- 80 hours of training
- Psychological evaluation

- 16 hours of training
- Pre-qualification written test

Key Differences





School Marshal Program

- More extensive training (80 hours)
- Higher one-time and ongoing costs

- Less training required (16 hours)
- Lower one-time and ongoing costs

One-Time and Ongoing Costs





School Marshal Program

- One-time Costs:
 - TCOLE covers initial 80-hour training (8 days – 10 hours) + renewal (2 days – 8 hours).
 - Psychological Exam: \$300 x 5 = \$1,500
 - Application Fee: \$50 x 5 = \$250
- Ongoing Costs:
 - Stipend \$2,500 x 5 = \$12,500

- One-time Costs: 5 participants
 - Initial training: \$3,500
- Ongoing Costs:
 - Annual re-certification:\$2,500
- Stipend
 - \$2,500 x 5 = \$12,500

Next Steps

Legal/Local Policies





School Marshal Program

CKEB Legal

School Guardian Program

CKED Legal

- **CKE Local**: Currently indicates that the district utilizes both SROs and Security Officers Authorized to Possess Firearms (typically this is folks who work for the district and their only job is security as opposed to a guardian who would have a main job in the district but also be authorized to possess firearms in an emergency situation)
- TASB has provided recommended standard language to amend CKE (LOCAL), which would authorize the implementation of a School Marshal or School Guardian program as necessary.



Safety Committee to Draft and Approve Guidelines and Procedures

Tornillo Independent School District Guardian Plan Procedures

Administrative 22, 2024

I Genera

- a. <u>Purpose</u> Pursuant to Board Policy <u>CKC/Emergency</u> Operation Plan), the following rules and procedures have been developed to further detail and assist in the implementation of the Tornillo ISD "School Guardian" program. The Board desires to ensure the safety of students, school personnel and visitors, through authorizing a limited number of qualified District ("Guardian(s)") to possess firearms on school property, pursuant to Texas Penal Code Section 48.03(a)(1)(A). The Guardians are authorized to possess firearms on school property to provide an effective and timely response to an emergency, situation that poses an immediate threat of serious bodily injury and/or death to a person.
- b. <u>Voluntary</u> Participation as a Guardian is absolutely voluntary. No District employee may be required to participate. No District employee may be criticized, censured, or discriminated against for unwillingness or refusal to serve as a Guardian. Guardians may request to be removed from the School Guardian Procram at any time in writino.

II. Definitions

- Handgun For purposes of these procedures, "handgun" is defined as in Penal Code 46.01 (5) - "any firearm that is designed, made, or adapted to be fired with one hand"
- Possession or Possess For purposes of these procedures, "possession" or "possess" means actual care, custody, control, or management.
- School Premises For the purposes of these regulations, "school premises" means any school-owned or school-leased property.

III. Authorized Person

a. Initial Eligibility Requirements – The Superintendent shall recommend to the Board of Trustees District employee(s) for participation in the School Guardian program. The Board of Trustees will determine the appropriate number of designated School Guardians, considering current needs and the availability of eligible District employees. In order to be eligible for participation, a District employee or School Board Member must meet all of the following requirements:

TISD Guardian Guidelines and Procedures:

- 1. Guardians must be approved by the TISD Board of Trustees
- 2. Guardians must complete the Guardian Training provided by the district
- 3. Guardians will purchase their own handgun
- 4. Handguns must be approved by the board
- 5. Handguns must be concealable
- 6. Guardians must purchase their own holster and ammunition
- 7. Handguns must be concealed at all times
- 8. Handguns must be loaded (a bullet will be in the chamber if the Guardian is comfortable with it)
- $9. \ \$ Handguns must be removed from school when the Guardian is not on school grounds
- 10. Guardians must keep their handgun in the provided lockbox while in the classroom (optional carry). Guardians 'tjed'to a classroom for 7 periods of the day will keep their weapon in a lockbox while in the classroom (optional carry).
- 11. Guardians will be provided with a lockbox and bulletproof vest
- 12. Guardians must install Raptor (App on their phones)
- 13. Guardians must maintain LTC Licenses
- 14. Guardians will carry their weapon (optional)+: while at group events, during loading or unloading duty, cafeteria duty, recess duty, during a time where we deem it necessary to be on 'high alert'
- 15. Guardians will serve on the Safety Team
- 16. Guardians can be removed or suspended at any time by either the Board of Trustees or the Superintendent without prior notice

Recommended to the board by the Safety and Security Committee on:

Approved by the Board of Trustees on:

These Guidelines are subject to change based on Superintendent recommendations, Safety Team recommendations, state mandates or needs of the district.

have received and reviewed the TISD Guardian Guideli	nes:	
Guardian's Signature	Date	
Superintendent TISD	Date	

1

Guidelines & Procedures

Sample provided to Ms. Vega by SBISD.





Eligibility Requirement



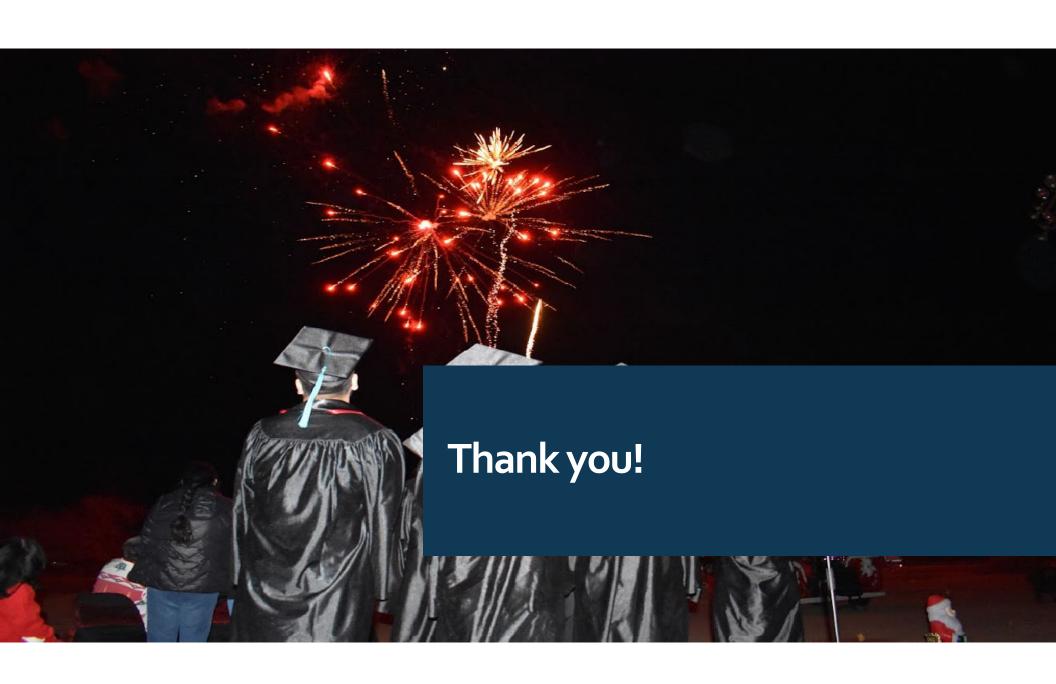
Training and Evaluation Requirements



Board Consideration and Approval



Renewal & Termination





TORNILLO ISD - PROPOSAL FOR SERVICES

Effective Date 05/28/2025

Overview

GSFT- School Safety Certification is pleased to submit this proposal for services to support Tornillo ISD in achieving certification and training in compliance with Texas Government Code 411.1901- School Safety Certification (Guardian Program). GSFT provides the premier training course in the state by encompassing the state-required curriculum with real-life simulation training using non-lethal UTM Man-Marker Rounds to provide the most realistic training environment possible. Our goal is to prepare and certify the participants to protect the children in the high-stress environment of an active killer. Law enforcement and the military use this type of training to reduce and mitigate liability and damage in a critical incident.

The Objective

- To certify the participant in the DPS curriculum for the School Safety Certification in compliance with Government Code 411.1901 and HB3.
- To train the participant in the proper defense tactics required to limit district liability and protect the students.
- To evaluate the participant's ability to operate in high-stress environments and properly execute tactics to protect children and limit casualties in the event of an active shooter environment

Our Proposal

Tornillo ISD has requested a quote on our services for the School Safety Certification Course otherwise known as the Guardian Plan. GSFT is one of the few companies authorized to certify and train school district employees in this plan. The owner, Bryan Proctor, was one of the first 12 instructors the Texas Department of Public Safety certified. Furthermore, GSFT- School Safety Certification is the ONLY company certified and using the UTM Man Marker Non-Lethal Ammunition during their simulations. This training is as close to the real event as you can possibly make it. The same training is used by Law Enforcement and US Military to train use of force situations.

GSFT will certify Tornillo ISD and train up to 5 participants at the request of Carlos Garcia, (requestor). *Each participant MUST have a License to Carry to attend training.

Training and fees INCLUDE:

- 2 Day certification course
- Pre-qualification written test
- Pre-qualification live fire LTC course of fire (50 rounds/225 min score)





- Classroom instruction on active shooter response techniques, shooting under duress, etc...
- Shooting under duress live fire proficiency (min 150 rounds)
- Simulations using UTM Man-marker rounds
- All required targets (2-B27 targets and 1 hostage target per student)
- All UTM man marker non-lethal ammunition
- All UTM converted weapons required for simulations
- All required personal protective equipment for non-lethal training
- Certification through the Texas Department of Public Safety

Student or District will provide:

- Handgun and spare magazines
- Min 250 rounds ammunition
- Individual hearing and eye protection
- Location for Classroom and Simulation Training (N/A if training is completed at our facility)
- Location for local range suitable for certification purposes and all applicable range fees (N/A if training is completed or our facility)

The Instructors

The Owner and Lead School Safety Instructor, Bryan Proctor has over 20 years of law enforcement and military experience. Bryan is a law enforcement instructor in active shooter response and trains school districts all over Texas. To date, Bryan has trained over 150 school districts and 20 private schools across the state for the Guardian program.

(Cont. on next Page)



Pricing

The following table details the pricing for delivery of the services outlined in this proposal. Training will be conducted at Tornillo ISD on dates TBD 2025. This pricing is valid until August 28, 2025.

Services Cost- Instruction and Certification, 5 participants	Price
School Safety Certification Training- 5 participants (\$450 per student)	\$2,250.00
Instructor Lodging (1 instructors for 3 nights @ \$150/room/night)	\$450.00
Mileage (580 miles @ \$0.67/mile)	\$388.60
Travel Time > 4 hours from GSFT (3 hours @ \$75/hour)	\$225.00
Total for 5 participants certified on site at Tornillo ISD	\$3,313.60

^{*}Payment can be submitted via electronic invoice or issued check once services are agreed to.

Conclusion

We look forward to working with Tornillo ISD and supporting your efforts to improve the security of your schools and protection of your students. We are here to help in any way possible. If you would like references of our training ability, please contact us and we will be happy to provide any points of contact and references.

If you have questions on this proposal, feel free to contact Bryan Proctor at your convenience by email at info@schoolsafetycertification.com or by phone at 817-625-2700.

Thank you for your consideration,

Bryan D. Proctor II Owner/Lead Instructor

^{**} Prices are guaranteed through August 28, 2025.

TISD Guardian Guidelines and Procedures

- 1. Guardians must be approved by the TISD Board of Trustees
- 2. Guardians must complete the Guardian Training provided by the district
- 3. Guardians will purchase their own handgun
- 4. Handguns must be approved by the board
- 5. Handguns must be concealable
- 6. Guardians must purchase their own holster and ammunition
- 7. Handguns must be concealed at all times
- 8. Handguns must be loaded (a bullet will be in the chamber if the Guardian is comfortable with it)
- 9. Handguns must be removed from school when the Guardian is not on school grounds
- 10. Guardians must keep their handgun in the provided lockbox while in the classroom (optional carry).

 Guardians 'tied'to a classroom for 7 periods of the day will keep their weapon in a lockbox while in the classroom (optional carry).
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- 14. Guardians will carry their weapon (optional)+: while at group events, during loading or unloading duty, cafeteria duty, recess duty, during a time where we deem it necessary to be on 'high alert'
- 15. Guardians will serve on the Safety Team
- 16. Guardians can be removed or suspended at any time by either the Board of Trustees or the Superintendent without prior notice

Recommended to the board by the Safety and Security Committee on:

Approved by the Board of Trustees on:

These Guidelines are subject to change based on Superintendent recommendations, Safety Team recommendations, state mandates or needs of the district.

state mandates or needs of the district. I have received and reviewed the TISD Guardian Guidelin	nes:	
Guardian's Signature	 Date	
Superintendent, TISD	Date	

Tornillo Independent School District Guardian Plan Procedures

Adopted July XX, 202X

I. General

- a. <u>Purpose</u> Pursuant to Board Policy CKC(Emergency Operation Plan), the following rules and procedures have been developed to further detail and assist in the implementation of the Tornillo ISD "School Guardian" program. The Board desires to ensure the safety of students, school personnel and visitors, through authorizing a limited number of qualified District ("Guardian(s)") to possess firearms on school property, pursuant to Texas Penal Code Section 46.03(a)(1)(A). The Guardians are authorized to possess firearms on school property to provide an effective and timely response to an emergency situation that poses an immediate threat of serious bodily injury and/or death to a person.
- b. <u>Voluntary</u> Participation as a Guardian is absolutely voluntary. No District employee may be required to participate. No District employee may be criticized, censured, or discriminated against for unwillingness or refusal to serve as a Guardian. Guardians may request to be removed from the School Guardian Program at any time in writing.

II. Definitions

- a. **Handgun** For purposes of these procedures, "handgun" is defined as in Penal Code 46.01 (5) "any firearm that is designed, made, or adapted to be fired with one hand."
- Possession or Possess For purposes of these procedures, "possession" or "possess" means actual care, custody, control, or management.
- c. **School Premises** For the purposes of these regulations, "school premises" means any school-owned or school-leased property.

III. Authorized Person

a. Initial Eligibility Requirements – The Superintendent shall recommend to the Board of Trustees District employee(s) for participation in the School Guardian program. The Board of Trustees will determine the appropriate number of designated School Guardians, considering current needs and the availability of eligible District employees. In order to be eligible for participation, a District employee or School Board Member must meet all of the following requirements:

- The employee must possess a valid License to Carry a Handgun ("LTC") through the Texas Department of Public Safety in accordance with Texas law;
- ii. The employee must be physically and mentally able to handle the stress of an active shooter situation; and
- iii. The employee must submit a written request for participation in the School Guardian Program to the Superintendent.
- b. **Initial Training and Evaluation Requirements** After an employee has been approved by the Superintendent for recommendation to the Board of Trustees, he or she will be required to complete certain tasks and training before the Board will consider designating the individual as a Guardian.
 - i. The employee must sign a confidentiality statement, by which the individual agrees not to discuss the School Guardian program or disclose his or her participation in the program.
 - ii. The employee must submit to psychological testing as identified by the district, and must receive a positive evaluation or recommendation from the testing entity.
 - iii. The employee must successfully complete an active shooter training as identified by the district.
- c. **Board Consideration & Approval** Once the employee has completed the required steps specified in (b) above, the Superintendent will present to the Board of Trustees the employee's name along with evidence of his or her eligibility to serve as a School Guardian. The Board will make the final decision and must approve individuals to serve as a School Guardian, prior to someone serving as a Guardian.
- d. **Periodic Checks** The Superintendent will conduct periodic checks that all Guardians are in compliance with the adopted regulations. Any non-compliance will be documented and reviewed by the Board.
- e. **Renewal of Authorization** A person's authorization hereunder will expire on the anniversary of the date the person is originally authorized by the Board of Trustees, unless properly renewed.
- f. **Termination of Authorization** The Board reserves the right to revoke a School Guardian authorization at any time and for any reason. The Superintendent is authorized to suspend a School Guardian authorization at any time, pending consideration of termination or revocation of such authorization by the Board of Trustees. A School Guardian authorization shall automatically terminate upon resignation or termination of

employment with the district, or upon revocation or suspension of the employee's Handgun License.

IV. Required Training and Equipment

- a. **Training** Each School Guardian will be required to maintain proficiency by meeting additional training requirements annually. Within the first year of authorization, a Guardian will complete District-designated training from a qualified provider(s) that addresses the following:
 - i. Strategies for preventing school shootings and for securing the safety of potential victims of school shootings.
 - ii. Instruction on the use of a handgun in high-stress situations such as active shooter scenarios.
 - iii. Instruction on proper storage with an emphasis on storage to reduce the possibility of injury to a child.
 - iv. Use of a handgun in crowded settings that includes children; and
 - v. Instruction to improve proficiency with a handgun.
- b. Range Training School Guardians will be required to complete practice sessions at a shooting range at least four times per year. Specifics for documentation and dates will be coordinated by administration.
- c. Firearms School Guardians shall provide their own. (Preferably a 9MM and above). Each School Guardian must produce his/her firearm for inspection by the Superintendent before the Board considers authorization of the individual as a School Guardian, and thereafter on a regular basis as determined by the Superintendent. A School Guardian shall keep his/her firearm concealed on his/her person or in a locked and secured safe within the Guardian's immediate reach when conducting the Guardian's primary duty. When carrying on his/her person, each Guardian has the option to carry their weapon with or without a round in the chamber. If the Guardian leaves the room where the firearm is locked and secured in a safe, the door to the room shall be closed and locked.
- d. **Ammunition** School Guardians shall not use any other ammunition, other than the ammunition specified below, to be purchased by the Guardian:
 - i. Jacketed hollow points (JHP), such as self-defense ammunition or critical defense ammunition. However, ammunition must be approved by the Superintendent.
 - ii. Full metal jackets (MJ) round nose or ball ammunition will only be used for training and at the shooting range.
 - iii. Frangible ammunition will not be used at school and at the firing range.
 - iv. Ammunition such as Winchester Black Talons, armor piercing ammunition, tracer round, etc. are strictly prohibited.

- e. **Authorization Card** At any time the Guardian carries his/her firearm, the Guardian must also have in his/her possession his/her LTC and a School Guardian authorization card (provided by the district).
- f. **Annual Stipend** Employees who are designated School Guardians will receive an annual stipend for use in covering individual employee expenses related to the performance of duties as School Guardian (pending Board approval) based on funding availability.

A School Guardian can attend up to 12 Trainings and earn up to 36 range hours per year.

V. Confidentiality

- a. Non-Disclosure The identity of a Guardian (including an applicant or former Guardian) will remain confidential except as allowed to be shared with persons the district determines have a need to know under the Guardian Plan. Any person who may be given access to the identity must first sign a non-disclosure agreement. The district will not confirm or deny any employee's past, present, or future participation in the program. These Rules and Procedures are similarly confidential and shall not be disclosed. The identity of an employee who requests participation as a School Guardian is also confidential and shall not be disclosed under any circumstances.
- Need to Know Persons with a need to know could include school board members, superintendent, school attorney, District-designated trainer, campus principal, designated local law enforcement, and any currently authorized Guardian.
- c. Confidentiality and Non-Disclosure Agreement Form The
 Confidentiality and Non-Disclosure Agreement related to the Guardian
 Plan must be fully executed before Confidential Information will be
 provided to a person designated as a person with a "need to know."

VI. Active Shooter Situation

a. **Display and Use of a Handgun** - The display or use of a handgun by a Guardian is allowed only in response to a situation in which the person determines, using his or her judgment and discretion, that such action is necessary to prevent or abate the commission of an offense that threatens

serious bodily injury and/or death to a student, school personnel or a visitor.

b. Communications Plan – The Superintendent will develop and coordinate the implementation of a communications plan for communications between Guardian(s) and local law enforcement during an active shooter situation. All Guardians must download the "CrisisGo App" to receive electronic group messaging. A link to join will only be provided to School Guardians in order to protect the confidentiality of the group.

VII. Coordination with Law Enforcement

a. Coordination with Law Enforcement – The Superintendent will use his judgment and discretion in coordinating the implementation of the Guardian Plan with appropriate local law enforcement.



CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT RELATED TO THE GUARDIAN PLAN

This confidentiality and nondisclosure agreement related to the Tornillo ISD Guardian Plan (the "Agreement") is entered by and between you and the Tornillo Independent School District (the "District") under the following terms and conditions.

Need to Know Person. I,	am a Tornillo ISD
School Board member	
Superintendent	
Campus principal	
School attorney	
District-designated trainer	
Local Law Enforcement	
Authorized Guardian Team Member	
Campus Secretary	
Other authorized person (Title:)

Participation. It is my desire to participate in discussions regarding the Tornillo ISD Guardian Plan and in so doing I will be provided certain confidential information, as specifically described below (the "Confidential Information"). Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

Purpose. I understand the importance of maintaining the confidentiality of the Confidential Information so as not to hinder the District's purpose of the Guardian Plan, which seeks to ensure the safety of students, school personnel and visitors, through authorizing a limited number of qualified District employees ("Guardian(s)") to possess and use firearms on school property to provide an effective and timely response to an emergency situation that poses an immediate threat of serious bodily injury and/or death to a person.

Confidential Information. For purposes of this Agreement, the following information is deemed "Confidential Information," and includes:

a. Any information that would make the identity of any current or former authorized Guardian reasonably traceable, including but not limited to their name, initials,

title, age, gender, description of physical features, any distinguishing characteristic, photo, relative, vehicles owned or driven, home address, or any other information that if known might reasonably allow the person's identity to be known (collectively a "Guardian's Identity");

- b. All information related to the Guardian Plan contained in the District's Emergency Operations Procedures, including any addenda thereto (collectively "Guardian Plan Procedures").
- c. All training protocols, plans, procedures, or other tactics learned as a part of Guardian Plan training provided by any District-designated trainer or training session (collectively "Confidential Training").
- d. All information used by a physician to provide an opinion on whether a person is fit for duty as a Guardian. ("Medical Information").

By my initials in this section and by my signature below, I certify that the District has provided, or has agreed to provide the following Confidential Information, to me:

 Guardian(s) Identity
 Guardian Plan or Procedures
 Confidential Training

Exception to Confidentiality. Notwithstanding anything in the foregoing to the contrary, it shall not be a breach of this Agreement to:

- a. discuss otherwise Confidential Information between or among another designated person with a need to know under the Guardian Plan; or
- b. disclose otherwise Confidential Information as lawfully ordered in a judicial or administrative proceeding, or as otherwise required by law; or
- c. disclose otherwise Confidential Information to law enforcement when necessary to protect persons from imminent danger.

Notice to the District. If the undersigned person discloses Confidential Information for any reason, he or she shall promptly notify either the District Superintendent or a School Board Member of the details of such disclosure.

Term. This Agreement shall remain in effect until specifically revoked in writing by the Superintendent of the District, or in a writing specifically authorized by the District Board of Trustees.

Remedies. Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized disclosure of the Confidential Information would thwart the purposes of the Guardian Plan and cause damage to the District in having to reformulate the Guardian Plan resulting in additional

expense to the District. The damages that would result from the unauthorized disclosure of the Confidential Information would be impossible to calculate. Therefore, the undersigned agrees that the District shall be entitled to injunctive relief preventing the disclosure of any Confidential Information in violation of this Agreement, and that such injunctive relief shall be in addition to any other remedies available, whether at law or in equity.

Miscellaneous.

- a. **Entire Agreement**. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b. Governing Law and Jurisdiction. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Texas applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law provisions. Any disputes arising under the terms hereof shall be brought solely and exclusively in a federal or state court of competent jurisdiction for Hudspeth County in Texas.
- c. **No Waiver.** Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement, and nothing herein shall constitute a waiver by any party of any and all defenses and immunities that may exist under applicable law.
- d. Savings Clause. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

IN WITHES	S WHEREOF, the parties	nereto nave executed this Agreement effective
this	day of	, 20
Authorized as "Need to Know"		Superintendent

AUTHORIZATION TO SERVE AS A SCHOOL GUARDIAN AND ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES

Pursuant to Board Action under Board Pol	icy CKC(Emergency Operation Plan),
has been authorize	ed to participate in the School Guardian
Program. Having found that	has been approved by the Board,
is in compliance with Board Policy CKC (E	mergency Operation Plan) and the Guardian
Plan administrative procedures,	is hereby authorized to serve
as a School Guardian under the Tornillo IS	SD Guardian Plan.
signatu	re below indicates
has review	ed and understands all Tornillo ISD Guardian
Plan policies and procedures.	
Employee Signature	Date
Comparinted days Tawailla ICD	D-15
Superintendent Tornillo ISD	\ Date