



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: Jun 19, 2024

Agenda Section: Consent

Agenda Item Title: Memorandum of Understanding (MOU) - Texas Commission on Law Enforcement

From: Henry Yzaguirre, Superintendent of Schools

Additional Presenters if Applicable: Eugene Tovar, Chief of Police

Description: MOU between Texas Commission on Law Enforcement and South San Antonio ISD to provide School Marshal Training and Recertification Training for qualified individuals.

Historical Data: HB 1009 Section 1 - The Protection of Texas Children Act outlines the creation of a new category of law enforcement officer who shall be designated a school marshal.

Recommendation: Approve the Memorandum of Understanding (MOU) between the Texas Commission on Law Enforcement and South San Antonio ISD to participate in the School Marshal Licensing Program.

Purchasing Director and Approval Date:

Funding Budget Code and Amount: n/a

Goals: This aligns with the district Mission regarding “providing a safe, nurturing and challenging learning environment...”

MEMORANDUM OF UNDERSTANDING
between
TEXAS COMMISSION ON LAW ENFORCEMENT
and
South San Antonio ISD

This Memorandum of Understanding ("MOU") is entered into by and between TEXAS COMMISSION ON LAW ENFORCEMENT, State of Texas State Agency, hereinafter referred to as "TCOLE" and South San Antonio ISD, hereinafter referred to as a "Participating ISD" in the School Marshal Licensing Program.

WHEREAS, TCOLE offers standards of and funding for School Marshal Licensee Training in the State of Texas; and,

WHEREAS, Participating ISD has or intends to appoint employed Licensed School Marshal(s) in the State of Texas; and,

WHEREAS, it is deemed in the best interest of both parties that the parties enter into a mutually satisfactory agreement to share in this educational process;

NOW THEREFORE, based on this document, the parties hereto, intending to be legally bound, have agreed as follows:

Article I. School Marshal Training

TCOLE has qualified Training Providers available to conduct both the initial School Marshal Licensee Training AND the School Marshal Recertification Training in the State of Texas for qualified individuals:

- a. Employed by an Independent School District (ISD) in the State of Texas**
- b. Meets eligibility requirements as a School Marshal in the State of Texas**
- c. Eligible to attend either the initial School Marshal Training or School Marshal Recertification Training**

1.1 TCOLE shall:

1. Recruit training providers to conduct the live, in-person School Marshal Training course for qualified ISD candidates.
2. Vet qualified potential ISD candidates before scheduling School Marshal Training course.
3. Open seats up to Participating ISD for School Marshal Training courses offered in or near the region the ISD is in. TCOLE reserves the right to reduce enrollment seats to Participating ISD.

4. Maintain a waitlist of licensee qualified ISD candidates if the Participating ISD has more candidates needing School Marshal Training.
5. Contact and directly schedule and enroll all qualified ISD candidates to attend an upcoming School Marshal Training in or near their region.
6. Manage scheduling and enrollment for each School Marshal Training course offered. Meeting a standard of 20 candidates enrolled for each course offered.
7. Send representatives to inspect and observe all or a portion of each School Marshal Training course offered by a qualified Training Provider.
8. Contact enrolled candidates in the event of rescheduling or canceling a course they were scheduled for.

1.2 Participating ISD shall:

1. Provide to TCOLE qualified licensee candidates to enter the School Marshal Training Program.
2. Ensure that qualified licensee candidates complete the application process and submit required documentation to TCOLE.
3. Ensure that qualified licensee candidates have the required psychological examination (L3) completed prior to attending each School Marshal Training or School Marshal Recertification Training. Participating ISD is financially responsible for paying the entire cost of the L3.
4. Ensure that qualified licensee candidates attend in person and complete all School Marshal Training courses dates they are enrolled in.
5. Provide personal safety gear, printed and electronic materials range ammunition, travel costs, transportation to any off-site training locations for all licensee candidates at each course attended.

1.3 Joint Responsibilities:

1. TCOLE and Participating ISD shall coordinate scheduling candidates in open seats of upcoming School Marshal Training courses in or near their region.
2. TCOLE and Participating ISD shall share any candidate eligibility documentation either party requires with each other.
3. Rescheduling candidates for Training course dates, if warranted due to natural disaster damage to Training Provider facilities.

Article II. Duration of the MOU

2.1. Term. This MOU will become effective upon the date of its signing and shall have a term of two (2) years unless terminated by either party. This MOU may be extended by mutual written consent of the parties.

2.2. Termination of the MOU. This MOU may be terminated by either party at any time prior to the expiration of the MOU provided written notice is given to the other party (30) days in advance.

2.3. Contingent upon Appropriation Funding. This MOU is contingent upon the availability of appropriated funds for School Marshal Training by the State of Texas.

Article III. Modification

This MOU may be modified by prior mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

Article IV. Billing and Financial Responsibilities

IV.1. Participating ISD shall:

1. Submit to TCOLE upon signing this agreement the following documents:
 - a. Current, signed W-9
 - b. Taxpayer Identification Number (TIN)
2. Submit an Invoice to TCOLE no later than 10 business days after qualified candidate(s) complete a School Marshal Training offered. The Invoice Total must not exceed \$1,250/ per attendee. Invoice details must specify the following:
 - a. Names of candidates who attended 1 School Marshal Training.
 - b. Dates, location, and Training Provider name of this School Marshal Training.

IV.2. TCOLE shall:

1. Upon receipt of an Invoice by this Participating ISD, review invoice and approve for reimbursement to Participating ISD within 30 business days.
2. Not reimburse Participating ISD for any other expenses under this MOU. The \$1,250/ per attendee is intended to cover any Participating ISD psychological examination and ammunition costs associated with sending 1 candidate to a School Marshal Training.

Article V. Audit

V.1. State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this MOU or indirectly through a subcontract under the MOU. The acceptance of funds directly under the MOU or indirectly through a subcontract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article VI. Points of Contact:

TCOLE: Brian Roth, CFO _____
Phone: (512) 936-7724 _____
E-mail: brian.roth@tcole.texas.gov

Participating ISD: Eugene Tovar _____
Phone: 210-977-7500 _____
E-mail: eugene.tovar@southsanisd.net

Article VI. Execution

The undersigned parties bind themselves to the faithful performance of this MOU:

South San Antonio ISD

TCOLE

Signature

Signature

Name: Eugene Tovar _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____