

Memorandum of Understanding

This Memorandum of Understanding (the “Memorandum”) is made on September 4, 2023, by and between Mission High School, of 1802 Cleo Dawson, Mission, Texas 78572 (hereinafter referred to as “Mission High School Law Enforcement”) and Mission Police Department, of 1800 E. 8th, Mission, Texas 78572 (hereinafter referred to as “Mission Police Department”) for the purpose of achieving the various aims and objectives relating to the Practicum Course (“the Project”).

WHEREAS Mission High School Law Enforcement Practicum Course and Mission Police Department desire to enter into an agreement in which Mission High School Law Enforcement Practicum Course and Mission Police Department will work together to complete the Project;

AND WHEREAS Mission High School Law Enforcement Practicum Course and Mission Police Department are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Practicum Course between Mission High School and Mission Police Department.

Obligations of the Partners

The partners acknowledge that no contractual relationship is created between them by this Memorandum but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative, and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

- a. Services to be rendered by Mission High School Practicum Course include:

Job shadow of the Officer at the Mission Police Department and also at the Mission CISD Elementary schools for perimeter and security checks.

Students will be required to complete an application and background check provided by Mission Police Department in order for the student to be placed on Mission Police Department facility.

Students will be wearing a uniform and a school ID provided by Mission High School, in order to identify the student.

- b. Services to be rendered by Mission Police Department include:

Mission Police Department will provide training for Mission CISD students who are in the Law Enforcement Practicum Course from Mission High School, 3 to 4 days out of the week.

In the event of an emergency at the elementary campuses, the elementary school administration will be responsible of the student(s) well-being for their safety.

Resources

The partners will endeavor to have final approval and secure any financing necessary to fulfill their individual contributions at the start of the planning for the development of the project.

- a. Mission High School Law Enforcement Practicum Course agrees to provide the following financial, material and labor resources in respect of the Project:

All uniforms will be provided by Mission High School and Mission CISD will not incur nor reimburse any expenses pertaining to this agreement or the parties involved.

- b. Mission Police Department hereby agrees to provide the following financial, material and labor resources in respect of the Project:

Mission Police Department will provide the training and resources for Mission High Students and will not incur nor reimburse any expense pertaining to this agreement or parties involved.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from September 4, 2023, until May 6, 2024. The term can be extended only by agreement of all the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be constructed in accordance with the laws of the State of Texas.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and superseded all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Mission High School Practicum Course:

Signatures

This Agreement shall be signed on behalf of Mission High School by Principal Jose Mejia, and Frank Rios, Law Enforcement Teacher Mission High School, and on behalf of Mission Police Department by Chief Cesar Torres, its Mission Police Chief. This agreement shall be effective as of the date first written above.

By: 
Jose E Mejia II (Oct 31, 2023 10:18 CDT)
Mission High School
Jose Mejia, its Principal of Mission High School

Date: October 30, 2023

By: 
Frank Rios (Oct 30, 2023 14:40 CDT)
Mission High School
Frank Rios, its Law Enforcement Teacher


Date: October 30, 2023

By: 

Date: 11-15-23

Mission Police Department
Cesar Torres, its Mission Police Chief

Reviewed and Approved by Mission CISD


Joel Garcia (Nov 1, 2023 08:51 CDT)

Joel Garcia, CPM
Assistant Superintendent for Finance

Dr. Carol Perez
Dr. Carol Perez (Nov 1, 2023 08:54 CDT)

Carolina "Carol" G. Perez, Ed. D.,
Superintendent of Schools












Mission Memorandum of Understanding (1)

Final Audit Report

2023-11-01

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-  Document created by Erika Guerra (emguer11@mcisd.org)
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-  Document emailed to frrios98@mcisd.org for signature
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-  Signer frrios98@mcisd.org entered name at signing as Frank Rios
2023-10-30 - 7:40:26 PM GMT
-  Document e-signed by Frank Rios (frrios98@mcisd.org)
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-  Signer jemeji75@mcisd.org entered name at signing as Jose E Mejia II
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-  Document e-signed by Jose E Mejia II (jemeji75@mcisd.org)
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 Signer Carol Perez (cgpere95@mcisd.org) entered name at signing as Dr. Carol Perez

2023-11-01 - 1:54:07 PM GMT

 Document e-signed by Dr. Carol Perez (cgpere95@mcisd.org)

Signature Date: 2023-11-01 - 1:54:09 PM GMT - Time Source: server

 Agreement completed.

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