

# Agenda of Special Meeting

## The Board of Trustees Westwood Independent School District

A Special Meeting of the Board of Trustees of Westwood Independent School District will be held October 6, 2022, beginning at 3:00 PM Westwood Administration Office.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Due to health and safety concerns related to COVID-19 coronavirus, the meeting will be conducted by video-conference. At least a quorum of the Board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.123 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

An electronic copy of the agenda packet is attached to the online notice [www.westwoodisd.net](http://www.westwoodisd.net). Members of the public who desire to address the Board regarding an item on this agenda must comply with the following registration procedures: send a request through Zoom Chat from 6:15 pm – 6:30 pm the day of the meeting. Including name and topic.

1. **CALL TO ORDER AND ESTABLISH QUORUM**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/TEXAS PLEDGE**
5. **ACTION ITEMS**
  - 5.A. Board to consider approval of agenda
6. **PUBLIC COMMENTS**
7. **INFORMATION**
  - 7.A. Discussion of a new phone system for the district (fist read)  
**Presenter:** Brendan May

## Westwood ISD Agenda Item Information

**Meeting Date:**

**Subject: Phone System**

**Administrator Responsible: Wade Stanford\Brendan May**

**Summary:**

**The current Avaya phone system was purchased on Amazon. The management software was purchased from Century Link with no install or migration assistance. The phones have never worked properly.**

**The technology department has worked with 3 outside contractors and a solution has not been found.**

**We can currently dial out of the district but there are ongoing issues with internal calls. Due to the fact that we are unable to determine the problem there is great concern the system could crash in entirety. Leaving the district without internal or external phones. This presents a serious safety concern.**

**Administration's Recommendation:**

The recommendation is the phone system be replaced. The technology department has 5 quotes for different phone systems. The recommendation is to choose a Cisco phone system that will work seamlessly with our current switches and firewall.

Total cost **\$101,782.99**

\*This cost is competitive with all other quotes.

**Board Approval Required**

**YES**

**NO**

7.B. Resolution to establish a police department in Westwood ISD  
**Presenter:** Wade Stanford/Mike Hoyt

# **Westwood ISD RESOLUTION TO ESTABLISH A POLICE DEPARTMENT IN WISD**

**WHEREAS** the Westwood Independent School District (hereinafter “Westwood ISD” or “WISD”) is a public school district in the State of Texas, and consist of 4 locations with and one law enforcement jurisdiction, City of Palestine, Police Department which hereinafter “**Our Local Law Enforcement Partners**”, and

**WHEREAS** the Westwood ISD, as of the 2022-2023 school year, is made up of 4 school campuses, 1 administrative building, 275 employees and provides public education to nearly 1,388 students, and

**WHEREAS** the Westwood ISD holds student safety as its highest priority, and

**WHEREAS** the Westwood ISD has determined that based on the demands for law enforcement in the community and the lack of consistent law enforcement presence needed daily on WISD campuses in order to provide our students and staff with the safest educational environment, and

**WHEREAS** the Westwood ISD has determined that, based on recent school safety issues around the country, WISD requires the consistent daily presence of trained, skilled law enforcement officers on its campuses to help increase the level of safety and security for ALL WISD students and staff,

**WHEREAS** the Westwood ISD has determined, at this time, that establishing the WISD Police Department (“PD”) will most efficiently and effectively provide the daily law enforcement presence and safety and security desired in the WISD,

**NOW THEREFORE BE IT RESOLVED THAT** in accordance with laws of the State of Texas and the Policies of the WISD, the WISD Board of Trustees hereby authorize the establishment of the WISD PD. The WISD PD will be sufficiently trained and skilled to provide the necessary daily law enforcement presence, safety and security on WISD school campuses as follows:

1. The WISD Administration, in further collaboration with Our Local Law Enforcement Partners, and while engaging our community, may proceed with the hiring of a Chief of Police to begin the establishment and implementation of the WISD PD;

2. The WISD PD Chief of Police Position, when filled will report administratively directly to the Superintendent of Schools, with oversight by the WISD Board of Trustees;
3. The WISD PD Chief of Police, when hired and working collaboratively with Our Local Law Enforcement Partners and while engaging our community, will prepare and submit to the Board of Trustees, through the Superintendent of Schools a plan for the establishment of the WISD PD, including but not limited to:
  - a. a timeline for legally establishing a PD,
  - b. a plan for training to address the needs of students,
  - c. the necessary policies and procedures for the oversight and management of the WISD PD,
  - d. a proposed MOU/Interlocal Agreement for working with Our Local Law Enforcement Partners.
4. The WISD PD Chief of Police, when hired, will prepare and submit all necessary paperwork to legally and fully establish the WISD PD,

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Dr. Carolyn J. Booker, President  
WISD Board of Trustees

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Angela Choate, Secretary  
WISD Board of Trustees

## **Westwood ISD Agenda Item Information**

**Meeting Date: October 6, 2022**

**Subject: Resolution to Establish A Police Department in WISD**

**Administrator Responsible: Wade Stanford and Mike Hoyt**

**Summary: Mike Hoyt will discuss the process required to form a Westwood ISD Police Department and the need for the attached resolution**

**Administration's Recommendation: The administration recommends approving the resolution as presented.**

**Possible Motion: I move that we approve the resolution to establish a police department in Westwood ISD as presented.**

**Board Approval Required**

**X YES**

**NO**

7.C. Discussion of MOU with City of Palestine Police Department  
**Presenter:** Wade Stanford/Mike Hoyt

## **Westwood ISD Agenda Item Information**

**Meeting Date: October 6, 2022**

**Subject: MOU with City of Palestine Police Department**

**Administrator Responsible: Wade Stanford and Mike Hoyt**

**Summary: Mike Hoyt will discuss the attached MOU with the City of Palestine Police Department.**

**Administration's Recommendation: N/A - Information Item**

**Board Approval Required**

**YES**

**XNO**

THE STATE OF TEXAS

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Memorandum of Understanding For  
Law Enforcement Services  
by and between the City of Palestine,  
and the Westwood Independent School  
District.

City of Palestine

This Memorandum of Understanding (“MOU”) is entered into on this **6th day of October, 2022**, by and among the City of Palestine, a municipality in Anderson COUNTY, Texas, (hereinafter referred to as “CITY”) and the Westwood INDEPENDENT SCHOOL DISTRICT, an independent school district located in Palestine, Texas (hereinafter referred to as “SCHOOL DISTRICT”) (collectively referred to as the “Part(ies).”

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT is an independent school district maintaining and operating facilities within the CITY, and

WHEREAS, the SCHOOL DISTRICT has commissioned peace officers for security and law enforcement purposes; and

WHEREAS, the Texas Education Code, Section 37.081, requires that the jurisdiction of a peace officer employed by a school district shall be determined by the board of trustees and may include all territory in the boundaries of the school district and all property outside the boundaries of the district that is owned, leased, or rented by or otherwise under the control of the school district, and

WHEREAS, Texas Education Code, Section 37.081, requires that school district CITY Police Departments and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies, and

WHEREAS, the CITY and the SCHOOL DISTRICT each find that this undertaking is necessary for the benefit of the public and that each party has legal authority to provide the governmental functions, which are the subject matter of this MOU, and

WHEREAS, the CITY and the SCHOOL DISTRICT desire to improve the efficiency and effectiveness of their police Departments by cooperating in the provision and performance of law enforcement services pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, the CITY and the SCHOOL DISTRICT desire to specify the terms and conditions of an agreement through which this mutually beneficial relationship may be affected; and

WHEREAS, the CITY and the SCHOOL DISTRICT recognize and understand that the

circumstances of an incident may necessitate that the requirements of this MOU be amended or revised to allow the law enforcement officers of each party to better address the unique demands of a specific situation and provide appropriate mutual aid and support to each other, under the circumstances; and

NOW THEREFORE IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named governmental entities agree as follows:

## **I. Definitions**

The following terms shall have the following meanings when used in this MOU:

- (a) "Peace officer" means a person elected, employed, or appointed as a peace officer under Article 2.12, Code of Criminal Procedure, or other law, and licensed by the Texas Commission on Law Enforcement officer Standards and Education;
- (b) "Party" means a governmental entity which is a party to this MOU;
- (c) "Chief law enforcement officer" means the chief of police of a municipality and the chief of police of an independent school district;
- (d) "Chief administrative officer" means the mayor or superintendent of an independent school district;
- (e) "Requesting governmental entity" or "requesting party" shall mean and refer to the contracting governmental entity that requests another party to this MOU for law enforcement services in aid and assistance in responding to an emergency condition within the boundaries of the requesting party.
- (f) "Responding governmental entity" or "responding party" shall mean and refer to the governmental entity that answers or responds to request of another party to this MOU for law enforcement services in aid and assistance in responding to an emergency condition within the boundaries of the requesting party.

## **II. Purpose**

The purpose of this MOU is to assist in providing additional law enforcement officers and equipment necessary to protect health, life, and property against violations of criminal law and breaches of the peace. The Parties recognize and acknowledge that mutual cooperation and communication are in the best interest of their constituents, employees and the public, and the Parties therefore pledge to meet on a periodic basis to discuss the purpose of this MOU and to develop practices and procedures in keeping with this purpose.

### **III. Primary Jurisdiction and Concurrent Jurisdiction**

- A. The CITY shall retain primary jurisdiction over property owned by the CITY, and over property located within the CITY's corporate limits and not owned by any other Party.
- B. The SCHOOL DISTRICT shall retain primary jurisdiction, over property owned by the SCHOOL DISTRICT and located within the CITY.

### **IV. Requests for Assistance and Response**

A responding party may assign its law enforcement officers to perform law enforcement duties outside the responding party's territorial limits, subject to the responding party's determination of availability of personnel and at the responding party's sole discretion as to participation, when:

- A. Requested by the chief law enforcement officer, or his designee, of a requesting party; and
- B. The chief law enforcement officer, or his designee, of the responding party has determined, in his sole discretion, that the assignment is necessary to the providing of law enforcement services within the territorial limits of the requesting party for the purposes set forth at paragraph II above.

The CITY reserves the right to retain the primary authority for its specialized police units, dispatched in response to incidents within the corporate limits of the CITY such as a missing child, sexual assault, kidnapping, armed barricaded subject, active shooter or sniper, riot, an incident involving fatalities or any other incident within the CITY limits for which the CITY believes the use of its specialized police services is reasonable and necessary.

The ranking on-duty peace officer of each party present at the response location shall be deemed the authorizing official for that party.

Any request for aid under this MOU shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be finally determined by the responding party's chief law enforcement officer or his designee. Requests for aid shall be directed to the attention of the following named persons or officers of each respective party, or to such other persons or officers as a party may hereinafter designate:

- A. CITY of Palestine:

Request "Officer on Duty," Palestine Police Department, by dialing (903) 729-2254.

- B. Westwood Independent School District:  
Request "Chief of Police," Westwood Independent School District Police Department, by dialing (903) 729-2254

Law enforcement personnel of the responding party will be released by the requesting party when their services are no longer required as determined by the chief law enforcement officer, or his designee, of the requesting party. The chief law enforcement officer of the responding party, or his designee, in collaboration with the requesting party's chief law enforcement officer, may withdraw his personnel or equipment or discontinue participation in any activity initiated pursuant to this MOU, at any time. Such withdrawal should be made in such a way that it does not pose a threat to the safety or security of the location and/or situation.

#### **V. Status of Responding Peace Officers and Command Authority**

While any law enforcement officer regularly employed as such by a responding party is in the service of any requesting party, he shall at all times remain a peace officer of the responding party and shall be under the command of the responding party's chief law enforcement officer.

#### **VI. Service of Arrest and Search Warrants**

Whenever possible, a peace officer of a municipality should notify the CITY Sheriff's Police Department of a school district before serving any arrest or search warrant on the property of a school district. A peace officer of a school district may accompany a peace officer of a municipality when the municipal peace officer is serving an arrest or search warrant on the property of a school district.

#### **VII. Responsibility for Completing Investigation**

The completion of any investigation upon termination of a response to request, or upon withdrawal from an initiated response, will remain under the jurisdiction and authority of the party having primary jurisdiction, unless otherwise agreed to by the parties.

#### **VIII. Dispatching Calls Between CITY Police Departments**

The dispatcher of a party receiving or dispatching a call relating to the provision made for law enforcement services by this MOU will:

- A. Maintain a record of calls received, routed and dispatched to any other party to this MOU, which record shall be available to all parties upon request;
- B. When referring an emergency caller to a party under this MOU, the dispatcher

should advise the caller that the referral is being made and should remain on the line with the caller until a connection is made with the party referred to; and

- C. When dispatching a unit to another party's primary jurisdiction, the dispatcher should attempt to notify the dispatcher of the department for the other party as soon as possible.

#### **IX. No Waiver of Reimbursement for Services**

No party to this MOU waives the right granted by Section 362.003(c), Texas Local Government Code, to request reimbursement for services performed under this MOU. The governmental entity whose authorized official requested the services shall reimburse the governmental entity providing such services upon request, unless the responding entity had jurisdiction to perform the law enforcement services notwithstanding this MOU.

#### **X. Employee Compensation Unaffected**

Any law enforcement officer or other person who is assigned, designated, or ordered by the chief law enforcement officer of the party which regularly employs him, or his designee, to perform police or peace officer duties pursuant to this MOU, shall receive the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, and workers' compensation benefits, the same as though the service had been rendered within the limits of the party where he is regularly employed. Moreover, all wages and disability payments, including equipments and clothing, medical expenses, expenses of travel, food, and lodging, shall be paid by the party which regularly employs such person in the same manner as though the service had been rendered within the limits of the party where the person is regularly employed.

#### **XI. Civil Lawsuits and Retention of Benefits Related to Employee Status**

In the event that any person performing law enforcement, law enforcement services pursuant to this MOU shall be cited as a party to any civil lawsuit, state or federal, arising out of the performance of those services, he shall be entitled to the same benefits that he would be entitled to receive if such civil action has arisen out of the performance of his duties as a party of the department where he is regularly employed and in the jurisdiction of the party by which he is regularly employed. Nothing in this MOU is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this MOU.

#### **XII. Non-Waiver of Immunity**

It is expressly understood and agreed that, in the execution of this MOU, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims made by third parties and arising directly or indirectly out of the performance of this MOU. **THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.**

### **XIII. Duration of MOU**

This MOU shall be effective for a period beginning on the date first written above and ending on **October 5<sup>th</sup> 2023**, and shall thereafter automatically renew for one year terms running from **October 6<sup>th</sup> until October 5<sup>th</sup>** of each year unless terminated in accordance with the terms and conditions of this MOU.

### **XIV. Termination**

Any party to this MOU may terminate it, by giving the other parties thirty (30) days prior written notice of its intent to terminate the MOU, mailed by certified mail and addressed to the person or officer of each other party to this MOU designated herein for notice.

### **XV. Performance of Services**

Law enforcement services, and all other services reasonably related thereto, which are provided under this MOU shall be performed in accordance with the standard operating procedures, rules, regulations, and ordinances of the department by which each such peace officer or employee providing such services is employed, and in conformity with the requirements and mandates of laws of the State of Texas and the United States.

### **XVI. Release and Indemnification**

**To the extent permitted by law, each Party to this MOU expressly waives all claims against every other Party to this MOU for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this MOU, and shall, to the extent permitted by law, indemnify each other Party for any liability arising out of the acts or omissions of its own employees and officers.**

### **XVII. Waiver of Subrogation**

The Parties hereby release each other, and their respective officers, agents, and employees, from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss, injury or damage caused by or resulting from risks insured against under any insurance policy maintained by the Parties, unless such subrogation voids the applicable coverage.

### **XVIII. Remedies**

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this MOU may be waived without first obtaining consent of the Parties in writing. Forbearance or indulgence by

either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this MOU.

**XIX. Severability**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XX. Applicable Law**

This MOU is entered into subject to and is to be construed, governed and enforced under all applicable State of Texas and federal law.

**XXI. Venue**

The Parties to this MOU agree and covenant that this MOU will be enforceable in Leon CITY, Texas; and that if legal action is necessary to enforce this MOU exclusive venue will lay in Leon CITY, Texas.

**XXII. Notice**

Notice by any party to any other party hereto shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail, with proper postage attached addressed to the respective party as follows subject to change as the respective party may hereafter give notice to the other parties:

For the City:

Mark Harcrow,  
Chief of Police  
Palestine Police Department  
511 N. John,  
Palestine, TX 75801

For the SCHOOL DISTRICT:

Mr. Wade Stanford  
Westwood Independent School District Superintendent  
4524 W. Oak  
Palestine, TX 75801

### **XXIII. Public Information**

This MOU is public information. To the extent, if any, that any provision of this MOU is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect. Each party agrees that it will notify the other party of any public information request which seeks disclosure of "law enforcement tactical information" and will assert a lawful objection or privilege to keep such information confidential.

### **XXIV. No Joint Enterprise**

This MOU does not, is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.

### **XXV. Entire Understanding**

This MOU embodies the complete understanding of the parties hereto superseding all oral or written previous and contemporaneous agreements or understandings between the parties relating to matters herein; and, except as otherwise provided herein, must be modified in writing by the parties, unless the circumstances of a particular situation make such a written amendment impracticable, in which case, the ranking on-duty peace officer of each party present at the response location is authorized to deviate from this MOU as that officer, in his sole discretion, deems necessary and advisable.

### **XXVI. Authorization**

The undersigned officers and agents are properly authorized to execute this MOU on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first state above.

APPROVED AS TO CONTENT:

CITY OF Palestine, Texas

\_\_\_\_\_  
Mark Harcrow, Chief of Police

WESTWOOD INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Wade Stanford, Superintendent

8. **ACTION ITEM**

8.A. Board to consider and possibly approve a police department in Westwood

## **Westwood ISD Agenda Item Information**

**Meeting Date: October 6, 2022**

**Subject: Resolution to Establish A Police Department in WISD**

**Administrator Responsible: Wade Stanford and Mike Hoyt**

**Summary: Mike Hoyt will discuss the process required to form a Westwood ISD Police Department and the need for the attached resolution**

**Administration's Recommendation: The administration recommends approving the resolution as presented.**

**Possible Motion: I move that we approve the resolution to establish a police department in Westwood ISD as presented.**

**Board Approval Required**

**X YES**

**NO**

## 9. ADJOURNMENT

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the ~~Texas Open Meetings Act~~, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:

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For the Board of Trustees