

MEMORANDUM OF UNDERSTANDING

Between
The Texas Commission on Law Enforcement and
The Texas Juvenile Justice Department

I. Parties

The parties to this Memorandum of Understanding (MOU) are the Texas Commission on Law Enforcement, a regulatory agency of the state of Texas, hereinafter called the "Commission" and the Texas Juvenile Justice Department, a regulatory agency of the state of Texas, hereinafter referred to as "TJJD."

II. Background and Purpose

WHEREAS, TJJD represents that juvenile probation officers are not "peace officers" as defined under Section 1701.001 of the Texas Occupations Code and Article 2.12 of the Code of Criminal Procedure, respectively; and

WHEREAS, the 81st Texas Legislature enacted Section 142.006 of the Human Resources Code to authorize juvenile probation officers to carry a firearm in the course of their duties and sets forth other specific qualifying requirements; and

WHEREAS, Section 1701.259 of the Occupations Code was amended to require the Commission and TJJD (formerly the Texas Juvenile Probation Commission) to adopt an MOU to establish a basic training program in the use of firearms by juvenile probation officers; and

WHEREAS, this agreement, entered into pursuant to Section 1701.259 of the Texas Occupations Code, represents a mutual understanding and sets forth each agency's respective responsibilities in developing a basic training program and fulfilling the related statutory mandates;

NOW THEREFORE, know all men by these presents; that in consideration of mutual covenants, agreements and benefits of both parties, it is agreed as follows:

III. Responsibilities of Both Parties

By entering this agreement, the Commission and TJJD agree to:

1. Establish a program to provide instruction in:
 - a. legal limitations on the use of firearms and on the powers and authority of juvenile probation officers;
 - b. range firing and procedure, and firearms safety and maintenance; and
 - c. other topics determined by the Commission and TJJD to be necessary for the responsible use of firearms by juvenile probation officers.

IV.
Specific Roles and Responsibilities of Each Party (Commission)

The Commission, as a signatory to this memorandum, agrees to:

1. Coordinate the development of a training curriculum in the use of firearms by juvenile probation officers based upon the training needs assessment conducted by TJJD and/or a designated representative;
2. Administer the training program and issue a certificate of firearms proficiency to each juvenile probation officer the Commission determines has successfully completed the program, contingent upon the authorization of the local chief juvenile probation officer of the department that employs the juvenile probation officer;
3. Ensure that each local chief juvenile probation officer submits a report of training and other required documentation for each course conducted in accordance with the Commission's rules;
4. Establish, at its discretion, reasonable and necessary fees for the administration of the training program; and
5. Establish or adopt, at its discretion, administrative policies, procedures and rules necessary to fully implement and comply with this legislative mandate.

V.
Specific Roles and Responsibilities of Each Party (TJJD)

TJJD, as a signatory to this memorandum, agrees to:

1. Coordinate the development of the juvenile probation officer training curriculum based upon the training needs assessment conducted by TJJD and/or a designated representative;
2. Conduct a juvenile probation officer training needs assessment to be utilized by the Commission in the development of the firearms curriculum; and
3. Provide technical assistance to the Commission during the development of the training curriculum.

VI.
Psychological Assessment and Criminal History Background Check

In compliance with the terms of this memorandum of understanding, each chief administrative officer that authorizes participation in the juvenile probation officer firearms proficiency training program shall:

1. Ensure that all officers making application for the certificate of firearms proficiency training program undergo a psychological assessment and other applicable requirements or administrative rules of the Commission; and
2. Conduct a complete criminal history search submitted through the Texas Department of Public Safety electronic clearinghouse and subscription service and Fingerprint Applicant Services of Texas (FAST) system to determine whether the applicant meets the minimum eligibility requirements to participate in the firearms training program established by the Commission.

VII.
Administrative Department Suspension and Officer Disqualification

The Commission and TJJD, to the extent possible, further agree to the following:

1. The Commission may suspend the local juvenile probation department's administrative number with the Commission if the local juvenile probation department is found to be unsatisfactory under the risk assessment process, as defined by Chapter 1701, Occupations Code. The Commission shall reinstate the administrative number upon reasonable evidence that the local juvenile probation department has made the necessary changes as directed by the Commission;
2. The Commission shall regularly provide notification to TJJD regarding all juvenile probation departments and/or chief juvenile probation officers whose identifying number has been administratively suspended under the Commission's rules; and
3. Notwithstanding the provisions of Section 1701.259 and the terms of this agreement, TJJD reserves the right to disqualify a juvenile probation officer who has been issued a certificate of firearms proficiency by the Commission, in accordance with the provisions set forth in Section 142.006 of the Human Resources Code.
4. TJJD shall regularly provide notification to the Commission of any action by TJJD to disqualify a juvenile probation officer who has been issued a certificate of firearms proficiency by the Commission, in accordance with the provisions set forth in Section 142.006 of the Human Resources Code.

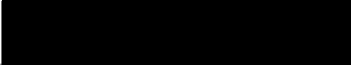
**VIII. Effective
Date**

This Memorandum of Understanding is effective on the date of the last agency signature and has no expiration date. Amendments will be made as deemed necessary and agreed to by the signing parties or as mandated by statute.

IX.
Execution of Agreement

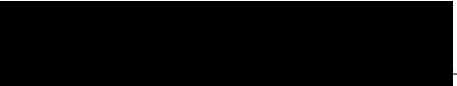
For the faithful performance of the terms of this Memorandum of Understanding, the parties hereto in their capacities execute this agreement, affix their signatures and bind themselves.

Texas Commission on Law Enforcement

By: 
KIM VICKERS
EXECUTIVE DIRECTOR

Date: 2-20-14

Texas Juvenile Justice Department

By: 
MIKE GRIFFITHS
EXECUTIVE DIRECTOR

Date: 1-28-14