

**MEMORANDUM OF UNDERSTANDING
CONCERNING COMMUNICATION AND COORDINATION BETWEEN
THE WARREN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT AND
THE TYLER COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding (this "MOU") is made and entered into by and between the following parties: the Warren Independent School District Police Department and the Tyler County Sheriff's Office.

WHEREAS, Texas Education Code §37.081(g) provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction (map attached) shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies; and,

WHEREAS, the Warren Independent School District Police Department (WISD PD) has overlapping jurisdiction with the Tyler County Sheriff's Office (Sheriff's Office) and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the agencies; and,

WHEREAS, it is the desire of the two agencies to assist one another in the notification and investigation of certain criminal offenses occurring in the territorial jurisdictions of the two entities; and,

WHEREAS, this cooperative effort will assist in the agencies' respective responsibilities and mission to serve the citizens of Tyler County and the Warren Independent School District (WISD);

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this memorandum of understanding, the undersigned parties agree as follows:

I. Notification between Parties.

The WISD Police Department to Notify the Tyler County Sherriff's Office

- A. WISD PD officer will call the Sheriff's Office to advise of any serious incident that occurs within WISD if resources from both agencies are needed for the good of the community and the success of the investigation. The term "serious incident" includes, but is not limited to, the following crimes, offenses, or situations, or evidence thereof:
1. Any 1st degree felony.
 2. Murder or attempted murder.
 3. Aggravated robbery where a firearm or knife is used.
 4. Aggravated sexual assault.
 5. Sexual assault of an adult or a child.
 6. Any indecent exposure or solicitation of a child report. This includes pornographic pictures being taken of **children** or shown to **children**, **but**

excludes incidents determined to be punishable as class B & C level offenses under Section 43.261 Penal Code.

7. Aggravated assault where a gun or weapon is used or threatened.
 8. Aggravated kidnapping.
 9. Any EOD or explosive weapon is used or threatened.
 10. Any disturbance where a mass or group is involved (i.e., riot).
 11. Any criminal intelligence information developed by a WISD PD officer concerning any criminal incident which occurred, or is planned for off WISD property, and within Tyler County jurisdiction.
 12. Any other situation where the officer decides there is a need based on impact to the community, impact to public safety, or requires an immediate response that may need involvement from both agencies. This is designed to encourage open communication between the two departments.
- B. Once contacted by WISD PD, the Sheriff's Office will determine what, if any, response is needed from the Sheriff or Deputy Sheriff.

The Tyler County Sheriff's Office to notify the WISD Police Department when:

- A. Sheriff's Office personnel are to notify the WISD PD directly to advise of the following incidents involving WISD students or school safety that occur within the jurisdiction of the Sheriff's Office:
1. All WISD bus accidents so WISD PD can respond to facilitate assistance for the investigation and collection of student data necessary for the investigation, and so WISD PD has assistance with school reunification of students to parents and assistance should alternate transportation and medical transportation be made. WISD PD defers to the Sheriff or other appropriate law enforcement entities for investigations on the roadway and completion of all TxDOT reports. WISD PD shall assist the Sheriff's Office in the collision efforts and logistics involving such collision. WISD PD will handle bus related investigations occurring on District property unless the incident occurring on school property involves serious bodily injury/death.
 2. Any SWAT call in close proximity to WISD property (addresses attached), which causes alarm or interrupts campus or bus operations.
 3. Any armed suspect on school grounds or close to school grounds during school hours.
 4. Any sex crimes or suspicious person around school properties who is approaching students walking to and from school.
 5. Any fires or complete road blockages around schools during school hours or which may affect bus transportation.
 6. Any death of a WISD student, parent, staff member, or board member, to the extent the Sheriff's office is aware of the person's affiliation with WISD
 7. Any pre-planned tactical operation planned during school hours within close proximity of a school (i.e. a pre-planned search warrant). While details are not necessary, there may be a request to limit traffic flow around the target area, and WISD schools in the area.

8. Any 911 calls received originating from school campuses or school properties.
 9. Any calls responded to after hours or holidays involving school property that require a criminal investigation or follow-up.
 10. Any calls where the Sheriff's Office believes that administrative assistance may reduce recidivism or impact resources of the Sheriff's Officer to respond. Such calls may be harassment or assaultive in nature where both parties are students at a common campus or other criteria the officer believes may benefit the situation or circumstance.
 11. Arrest notifications shall be made in compliance with C.C.P. 15.27 and forwarded to the Chief of the WISD PD as designee for the Superintendent for dissemination.
- B. **Note:** WISD PD is not a 24-hour department. The department's hours are from 7:30 am to 4:00 pm on school business days, as determined in the official school calendar for school administrators. Except in the event of an emergency, notifications required under this section must be made to the WISD Chief of Police via phone or email during the department's official business hours.

II. Investigations.

- A. If the decision is made to call in additional Sheriff's Office resources for an incident that has occurred on school property for which the WISD PD initiated the response, the on-scene WISD officer and Sheriff's Deputy will decide which agency will take the lead.
- B. The parties have agreed that in any case in which WISD PD initiated the investigation and for which the Sheriff's Office requests the lead, WISD PD will afford the Sheriff's Office that authority. In order to maintain the flow of information between the agencies, however, one WISD PD officer will be assigned to work with the Sheriff's Deputy in the investigation. This collaboration will allow the WISD PD and Sheriff's Office to stay informed and team their resources to accomplish the investigative goal.
- C. It is understood that WISD PD's primary investigative duty is in school-related matters throughout the Warren Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. WISD PD agrees to support and assist the Sheriff's Office in off-campus matters as resources are available and wanted by the Sheriff's Office. Typically matters of traffic congestion surrounding campus arrival and dismissal may require a collaborative effort in addressing these circumstances. Bus stops are generally viewed much the same with the designated stop location being a Non-District location, but may require collaboration due to the cause and effect of any issues that arise at such locations.
- D. It is also understood that there may be situations in which the citizens, the Warren Independent School District, and Tyler County may be better served by the initial agency retaining primary jurisdiction over the investigation and processing of the offense.

III. Information and Record Sharing.

- A. The Sheriff's Office and WISD PD agree to follow guidelines contained in the Texas Family Code (Chapter 58) and the Family Educational Records Privacy Act (20 U.S.C. §1232g, and following) governing the sharing of student and juvenile information, as well as all regulations governing the sharing of student and juvenile information.
- B. Specific requirements:
 - 1. Information disclosed under this agreement relates to the juvenile justice system's ability to serve, before adjudication, the student whose records are being released.
 - 2. Information obtained shall not be disclosed to a third party, other than another juvenile justice agency, except as permitted or required by law.
 - 3. Information received under this section shall be destroyed, if permitted or required by applicable law, when the child is no longer under the jurisdiction of a juvenile court.
 - 4. WISD PD and the Sheriff's Office collectively recognize and agree that, in accord with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g, 34 C.F.R. Part 99), WISD may not disclose education records to a law enforcement unit without prior written consent, except as appropriate in the case of an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The parties further recognize and agree that FERPA permits WISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order if WISD makes a reasonable attempt to notify the parent or eligible student of the order or subpoena in advance of compliance.

IV. Off Duty Employment.

- A. Either party may employ law enforcement officers from the other party for special events or occasions. Such employment may be approved or denied in accordance with the employed officer's departmental policy and procedures for off duty employment.
- B. When employed as an off-duty officer, the off-duty officer shall adhere to the direction of the employing party's on-duty law enforcement supervisor.

V. Liability, Immunities, and Defenses.

- A. Nothing herein shall be deemed or construed to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between the Sheriff's Office and WISD PD.
- B. No party to this MOU shall be responsible for the acts of an employee of another party.
- C. It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

VI. Termination and Renewal.

- A. Either party may withdraw from and terminate this memorandum of understanding on twenty (20) days' written notice to the other party.
- B. This memorandum of understanding is effective when signed by both parties. The memorandum

of understanding shall remain in effect for an initial one-year term to expire on May 31, 2019. It shall automatically renew annually, on June 1 of each successive year for up to five (5) years; unless terminated by either party by written notice given according to the terms of this memorandum of understanding.

Signed:

By: _____

Donnie Gulley
Chief of Police
Warren ISD Police Department
Date:

By: _____

Bryan Weatherford
Tyler County Sheriff
Tyler County, Texas
Date:

Approved:

WARREN ISD

By: _____

Brad McEachern
Superintendent, Warren ISD
Date:

TYLER COUNTY

By: _____

[Name]
[Title]
Date:

- Exhibit A: Addresses of Warren ISD Properties
- Exhibit B: Map of Overlapping Police Jurisdiction