

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

This Memorandum of Understanding ("MOU") is made and entered into by and between the following parties: The Burnet Consolidated School District Police Department and the Burnet 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 Burnet Consolidated Independent School District Police Department (BCISD PD) has overlapping jurisdiction with the Burnet County Sheriff's Office (BCSO) and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the agencies; and,

WHEREAS, law enforcement agencies are allowed under Texas Local Government Chapter 362.002 to provide public safety service assistance to each other via cooperation agreements.

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

WHEREAS, each party to this agreement shall be responsible for covering its own expenses attributable to any action it takes under this agreement.

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

- a. The BCISD PD will contact the BCSO on-duty supervisor directly or through dispatch when a serious incident (defined below) occurs inside the primary jurisdiction of the Sheriff's Office and within the boundaries of the Burnet Consolidated ISD. Both agencies will coordinate responses as needed for the good of the Community and the success of the investigation. Once contacted by BCISD PD, the on-duty supervisor will determine what, if any, response is needed from the BCSO. This decision should be based on the resources needed to accomplish the investigative goal and to serve the community.
 - i. Any 1st degree felony.
 - ii. Murder or attempted murder.
 - iii. Aggravated robbery.
 - iv. Aggravated sexual assault.
 - v. 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 43.261 PC.
 - vi. Aggravated assault where a gun or weapon is used or threatened.
 - vii. Aggravated kidnapping.

- viii. Any EOD or explosive weapon is used or threatened.
- ix. Any disturbance where a mass or group is involved. (i.e., riot)

- x. Any criminal intelligence information developed by a BCISD PD officer concerning any criminal incident which occurred, or is planned for off BCISD property, and within Burnet County Sheriff's Office jurisdiction.
 - xi. Any other situation where the officer decides there is a need based on impact to the community, 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. The BCSO will notify BCISD PD directly to advise of the following incidents involving BCISD students, staff, or school safety that occur within the jurisdiction of BCSO. This should be done if BCSO is made aware of the student, or staff being associated with BCISD.
 - i. All BCISD bus accidents so that BCISD PD can respond to assist with the collection of student data necessary for the investigation, reunification of students to parents, and to assist with alternate transportation and medical transportation. BCISD PD defers to BCSO for investigations on the roadway and completion of all TxDOT reports. BCISD PD shall assist BCSO in the collection efforts and logistics involving such collisions. BCISD PD will handle collisions occurring on district property.
 - ii. Any SWAT calls within close proximity to BCISD properties that might cause alarm or interrupt campus or bus operations (This will be coordinated at the Command Level).
 - iii. Any armed suspect on school grounds or close to school grounds during school hours.
 - iv. Any suspicious persons around school properties.
 - v. Any fires or complete road blockages around schools during school hours or which may affect bus transportation.
 - vi. Any death of a BCISD student or staff member, if known to BCSO.
 - vii. 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 BCISD schools in the area. (This will be coordinated at the Command Level)
 - viii. Any 911 calls received originating on school campuses during times when BCISD PD Officers are scheduled to be on school campuses, generally weekdays from 0730 hours to 1630 hours.
 - ix. Any calls responded to after hours or holiday involving school property that require a criminal investigation or follow-up that are of a serious nature. Less serious offenses that do not require immediate action may be reported to communications for follow-up by BCISD PD personnel during regular hours.
 - x. Any calls where the BCSO believes that administrative assistance may reduce recidivism or impact resources of BCSO 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.

- xi. Arrest notifications shall be made in compliance with C.C.P. 15.27 and forwarded to the Chief of the BCISD PD as designee for the Superintendent for dissemination.

NOTE: BCISD PD is not a 24-hour department and after-hours communication may be answered or facilitated by the Burnet County Emergency Communications Center. BCISD PD agrees to maintain up to date contact numbers with Burnet County Emergency Communications Center.

II. Investigations – The request for investigative assistance will be determined by severity and required resources.

- a. If the decision is made to call in additional BCSO resources such as the BCSO Criminal Investigations Division for an incident which has occurred on school property for which the BCISD PD initiated the response, the on-scene BCISD PD Supervisor and a BCSO Criminal Investigations Supervisor will decide which agency will take the lead in the investigation.
- b. It is understood that BCISD PD's primary investigative duty is in school-related matters throughout the Burnet Consolidated Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. BCISD PD agrees to support and assist BCSO in off-campus matters as resources are available and requested by the BCSO. 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.
- c. It is also understood that there may be situations in which the citizens of Burnet County and the Burnet Consolidated Independent School District may be better served by the initial agency retaining primary jurisdiction over the investigation and processing of the offense.
- d. The Burnet Consolidated ISD will request the assistance of the Burnet County Sheriff's Office for mental health crisis. This can include suicidal threats and threats towards the school, staff, or students if it is believed that a mental health component is a factor. The BCISD PD will require that all officers become certified in Crisis Intervention Training (CIT), to help BCISD PD officers to identify a mental health crisis, gain de-escalation skills, resource development and the least restrictive means of treatment. If a BCISD PD officer feels that hospitalization is warranted, the BCSO can be called for a mental health assessment. In such circumstances, the student's parent or legal guardian should be contacted prior to the student being taken into custody and transported.

III. Unified Command

- a. Definitions
 - i. Incident Commander (IC): The individual responsible for all incident activities. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all operations at the incident site.
 - ii. Unified Command (UC): An incident command system used when there is more

than one agency with incident jurisdiction, or when incidents cross political jurisdictions. Agencies work together through designated members of the UC, often senior person(s) from agencies.

- b. Unified incident command must be established as soon as possible.
- c. For a critical incident on BCISD property:
 - i. The IC will be an individual from BCISD PD.
 - ii. The IC must organize and establish communications between BCISD PD and BCSO.
 - iii. BCISD PD will take command, but BCISD PD and BCSO will work together to resolve the critical incident.

IV. Information and Record Sharing

- a. BCISD PD and BCSO 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:
 - i. Information disclosed under this agreement relates to the juvenile justice system's ability to serve, before adjudication, the student whose records are being released.
 - ii. Information obtained shall not be disclosed to a third party, other than another juvenile justice agency, except as permitted or required by law.
 - iii. 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.
 - iv. BCISD PD and BCSO agree that, in accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g, 34 C.F.R. Part 99), BCISD 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 BCISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order of the district.
 - v. BCISD policy permits the release of directory information regarding students, except where the district has been notified that the parent(s) or eligible student wishes to restrict access to the student's directory information, and shall include student name, address, and telephone number.
- c. The BCISD PD will be responsible for reporting Crime Reporting statistics to the Texas Department of Public Safety. The BCISD PD will support the collection of statistical crime data regarding school incidents and will share mutually beneficial information with the BCSO as needed.
- d. The BCISD PD and BCSO will coordinate to allow access, as appropriate, to all written reports filed by either department for offenses that occur on school property, or that

relate to school business, with such access to be coordinated by the respective chiefs of each agency.

V. 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/deputy, the off-duty officer/ deputy shall adhere to the direction of the employing party's on-duty police supervisor within the confines of the officer's/deputy's agency policies.

VI. Liability, Immunities, and Defenses

- a. Nothing herein shall be deemed or constituted to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between BCSO and BCISD PD. Neither party shall be the agent of the other nor have the authority to bind the other.
- b. No party to this MOU shall be responsible for the acts of an employee of another party. Each party accepts responsibility for the actions of their personnel and assumes the duty of investigating any allegations of wrongdoing resulting from their actions while operating within the jurisdiction of the BCISD PD.
- 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.

VII. Termination and Renewal

- a. Either party may withdraw from and terminate this memorandum of understanding on thirty (30) 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 term to expire on September 30, 2026. It shall automatically renew annually, on October 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. For BCISD PD, the individual with the authority to terminate this memorandum of understanding is the BCISD Chief of Police or the Superintendent. For the Sheriff's Department, the individual with the authority to terminate this memorandum of understanding is the Sheriff, or his designee.

Calvin Boyd, Sheriff
Burnet County Sheriff's Office

Date: _____

Judge Bryan Wilson, County Judge Burnet
County

Date: _____

Dr. Aaron Pena, Superintendent
Burnet Consolidated Independent School
District

Date: _____

Leslie Dewayne Kyle, Chief of Security
Burnet Consolidated ISD Police Department

Date: _____

Approved:
Burnet Consolidated Independent School
District Board of Trustees

By: _____

Date: __

Attached

Exhibit A: Addresses of Burnet CISD Properties Exhibit

B: Map of Overlapping Police Jurisdiction

BCISD Administration	208 E Brier	Burnet, TX	78611
Burnet High School	1000 The Green Mile Rd.	Burnet, TX	78611
Burnet Middle School	1401 North Main	Burnet, TX	78611
Shady Grove Elementary School	111 Shady Grove	Burnet, TX	78611
RJ Ritchie Elementary School	500 E Graves	Burnet, TX	78611
Bertram Elementary School	315 Main St	Bertram, TX	78601
Transportation	805 North Wood	Burnet, TX	78611
Facilities	802 North Wood	Burnet, TX	78611
Quest High School	1000 The Green Mile Rd.	Burnet, TX	78611