

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

This Memorandum of Understanding ("MOU") is made and entered into by and between the following parties: the South Texas Independent School District Police Department and the Hidalgo 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 shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies; and,

WHEREAS, the South Texas Independent School District Police Department (STISD PD) has overlapping jurisdiction with the Hidalgo 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 Hidalgo County and the South Texas Independent School District (STISD).

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 South Texas ISD Police Department to Notify the Hidalgo County Sheriff's Office*
- A. A STISD PD officer will call the Sheriff's Office to advise of any serious incident that occurs within STISD 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 STISD PD officer concerning any criminal incident which occurred, or is planned for off STISD property, and within Hidalgo 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 STISD PD, the Sheriff's Office will determine what, if any, response is needed from the Sheriff or Deputy Sheriff. This decision should be based on the resources needed to accomplish the investigative goal, to serve the community, and safeguard students and staff.

The Hidalgo County Sheriff's Office to notify the STISD Police Department when:

A. Sheriff's Office personnel are to notify the STISD PD directly to advise of the following incidents involving STISD students or school safety that occur within the jurisdiction of the Sheriff's Office:

1. All STISD bus accidents so STISD PD can respond to facilitate assistance for the investigation and collection of student data necessary for the investigation, and so STISD PD has assistance with school reunification of students to parents and assistance should alternate transportation and medical transportation be made. STISD PD defers to the Sheriff's for investigations on the roadway and completion of all TxDOT reports. STISD PD shall assist the Sheriff's Office in the collision efforts and logistics involving such collision. STISD PD will handle bus related investigations occurring on District property unless the incident occurring on school property involves serious bodily injury or death.
2. Any SWAT call in close proximity to STISD property (addresses attached), which might cause alarm or interrupt 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 STISD student, parent, staff member, or board member, to the extent the Sheriff's office is aware of the person's affiliation with STISD.
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 STISD 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 STISD PD as designee for the Superintendent for dissemination.

B. **Note:** STISD PD is not a 24-hour department. The department's hours are from 7:00 am to 5:00 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 STISD 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 STISD PD initiated the response, the on-scene STISD officer and Sheriff's Deputy will decide which agency will take the lead.
- B. The parties have agreed that in any case in which STISD PD initiated the investigation and for which the Sheriff's Office requests the lead, STISD PD will afford the Sheriff's Office that authority. In order to maintain the flow of information between the agencies, however, one STISD PD officer will be assigned to work with the Sheriff's Deputy in the investigation. This collaboration will allow the STISD PD and Sheriff's Office to stay informed and team their resources to accomplish the investigative goal.
- C. It is understood that STISD PD's primary investigative duty is in school-related matters throughout the South Texas Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. STISD 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 South Texas Independent School District and Hidalgo 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 STISD 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. STISD 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), STISD 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 STISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order if STISD makes a reasonable attempt to notify the parent or eligible student of the order or subpoena in advance of compliance.

IV. Radio Dispatch System

The Hidalgo County Sheriff's Office agrees to allow the South Texas ISD Police Department to operate on the Hidalgo County Sheriff's radio frequency for official business.

V. Non-Terminal Agency Agreement TLETS/NLETS Access

- A. The Hidalgo County Sheriff's Office agrees to provide the South Texas ISD Police Department with access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC), (NLETS) the International Justice and Public Safety Network, and associated systems on a 24-hour, 7 days per week basis.
- B. The South Texas ISD Police Department agrees to abide by all laws of the United States and the state of Texas, and all present or hereafter approved rules, policies, and procedures of TLETS, NLETS, TCIC, NCIC and any other systems now or in the future associated with

TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

- C. The Hidalgo County Sheriff's Office reserves the right to suspend service to the South Texas ISD Police Department, which may include canceling of records entered for the South Texas ISD Police Department, when applicable policies are violated. The Hidalgo County Sheriff's Office may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.
- D. In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the South Texas ISD Police Department agrees to maintain accurate records of all TCIC/NCIC entries made through the Hidalgo County Sheriff's Office and to immediately notify the Hidalgo County Sheriffs Office of any changes in the status of those reports, to include the need for cancellation, deletion, or modification of information. The Hidalgo County Sheriff's Office agrees to enter, update, and remove all records for the South Texas ISD Police Department on a timely basis, as defined by NCIC.
- E. In order to comply with NCIC hit confirmation requirement the agencies agree to the following:
 - a. If wanted person records are to be entered the Hidalgo County Sheriff Office's ORI, the South Texas ISD Police Department must deliver to the Hidalgo County Sheriff's Office the original warrants to be held on file until such time as the record is canceled/cleared.
 - b. If property and missing person records are to be entered with the Hidalgo County Sheriff Office's ORI, the South Texas ISD Police Department must deliver case reports to the Hidalgo County Sheriff's Office to be held on file until such time as the records is cancelled/cleared.
 - c. If the records are to be entered with the South Texas ISD Police Department's ORI, the Hidalgo County Sheriff's Office agrees to immediately forward all request for hit confirmation that might be received at the terminal to the South Texas ISD Police Department. The South Texas ISD Police Department agrees to comply with the NCIC hit confirmation policy.
 - d. If the South Texas ISD Police Department is a non-24-hour agency, the records must be entered with the Hidalgo County Sheriff Office's ORI, and case reports and original warrants must be held at the Hidalgo County Sheriff's Office for hit confirmation purposes.
- F. In order to comply with NCIC Validation requirements, the South Texas ISD Police Department agrees to perform all validation procedures as required by NCIC on all records entered through the Hidalgo County Sheriff's Office.
- G. Criminal History information obtained from the TLETS terminal of the Hidalgo County Sheriff's Office will be handled according to TCIC/NCIC guidelines by the South Texas ISD Police Department.

VI. Off Duty Employment.

- A. STISD PD on occasions may have a need to 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.

VII. 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 STISD 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.

VIII. 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. It shall automatically renew annually, on September 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.

Signatures on Next Page

Signed:

By: _____
Steven Cortez

Chief Of Police
South Texas ISD Police Department
Date: _____

By: _____
J.E. "Eddie" Guerra

Hidalgo County Sheriff
Edinburg, Texas
Date: _____

Approved:

South Texas Independent School District

By: _____
Dr. Marco Antonio Lara

Superintendent South Texas ISD
Date: _____

Hidalgo County

By: _____
Richard Cortez

Hidalgo County Judge
Date: _____

Exhibits:

- A. Addresses of South Texas ISD Property

Exhibit A: Addresses of South Texas ISD Property

Rising Scholars Academy
151 S. Helen Moore Rd.
San Benito, Cameron County, Texas, 78586

Medical Professions
10650 North Expressway 77/83
Olmito, Cameron County, Texas 78575

Science Academy
900 Med High Dr.
Mercedes, Hidalgo County, Texas 78570

Health Professions
700 Med High Dr.
Mercedes, Hidalgo County, Texas 78570

South Texas Preparatory Academy
724 S. Sugar Rd.
Edinburg, Hidalgo County, Texas 78539

World Scholars
510 S. Sugar Rd.
Edinburg, Hidalgo County, Texas 78539

South Texas Independent School District Central Office
7001 E. Expressway 83
Mercedes, Hidalgo County, Texas 78570