

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

This Memorandum of Understanding (this "MOU") is made and entered into by and between the following parties: The Jarrell Independent School District Police Department (JISD PD) and the Williamson County Sheriff's Office (WCSO).

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 Jarrell Independent School District Police Department (JISD PD) has overlapping jurisdiction with the Williamson County Sheriff's Office (WCSO) 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 Williamson County and the Jarrell Independent School District (JISD).

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.

JISD PD will contact WCSO on-duty supervisor directly or through dispatch when a serious incident (defined below) occurs inside the primary jurisdiction of the Williamson County Sheriff's Office and within the boundaries of the JISD. Both agencies will coordinate responses as needed for the good of the Community and the success of the investigation. Any of the following incidents shall be considered a "serious incident" for the purposes of this section:

1. Any 1st degree felony.
2. Murder or attempted murder.
3. Aggravated robbery.
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 43.261 PC.**
7. Aggravated assault where a gun or weapon is used or threatened.
8. Aggravated kidnapping.
9. Any Explosive Ordinance Device (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 JISD PD officer concerning any criminal incident which occurred, or is planned for off Jarrell ISD property, and within Williamson County Sheriff's Office jurisdiction.
12. Any other situation where Jarrell ISD PD 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.

Once contacted by JISD PD, the on-duty supervisor will determine what, if any, response is needed from the Williamson County Sheriff's Office. This decision should be based on the resources needed to accomplish the investigative goal and to serve the community.

Williamson County Sheriff's Office will notify Jarrell ISD Police Department when:

- A. WCSO personnel are to notify the JISD PD directly, to advise of the following incidents involving JISD students, staff or school safety that occur within the jurisdiction of WCSO:
 1. All JISD bus accidents, so JISD PD can respond to facilitate assistance for the investigation and collection of student data necessary for the investigation, and so WCSO has assistance with school reunification of students to parents and assistance should alternate transportation and medical transportation be made; JISD PD defers to WCSO for investigations on the roadway and completion of all TxDOT reports. JISD PD shall assist WCSO in the collection efforts and logistics involving such collision. JISD PD will handle bus-related investigations occurring on district property.
 2. Any SWAT call up in close proximity to JISD property (addresses attached) that 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 JISD student or staff member, when WCSO becomes aware of an affiliation with JISD.
 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 JISD schools in the area.
 8. Any 9-1-1 calls received originating on school campuses during times when JISD PD Officers are scheduled to be on school campuses, generally weekdays from 0730 hours to 1600 hours.
 9. Any calls responded to after hours or holidays 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 JISD PD personnel during

regular hours.

10. Any calls where the WCSO Deputy believes that administrative assistance may reduce recidivism or impact resources of WCSO 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 JISD PD as designee for the Superintendent for dissemination.

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

II. Investigations.

- A. If the decision is made to call in additional WCSO resources for an incident which has occurred on school property for which the JISD PD initiated the response, the on-scene JISD PD Supervisor and WCSO Supervisor will decide which agency will take the lead.
- B. The parties have agreed that in any case in which JISD PD initiated the investigation and for which WCSO requests the lead, JISD PD will afford WCSO that authority. In order to maintain the flow of information between the agencies, however, one JISD PD officer will be assigned to work with the WCSO officer in the investigation. This collaboration will allow the JISD PD and WCSO to stay informed and team their resources to accomplish the investigative goal.
- C. It is understood that JISD PD's primary investigative duty is in school-related matters throughout the Jarrell Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. JISD PD agrees to support and assist WCSO in off-campus matters as resources are available and wanted by the WCSO. 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 of Williamson County and the Jarrell Independent School District may be better served by the initial agency retaining primary jurisdiction over the investigation and processing of the offense.

III. Evidence:

WCSO agrees to house all JISD PD evidence in the Williamson County Sheriff's evidence room. JISD PD agrees to adopt and follow the Williamson County evidence policy.

IV. Information and Record Sharing

- A. WCSO and JISD 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. JISD PD and WCSO agree that, in accord with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g, 34 C.F.R. Part 99), JISD 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 JISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order of the District.
5. JISD 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 JISD PD will be responsible for reporting Crime Reporting statistics to the Texas Department of Public Safety. The JISD PD will support the collection of statistical crime data regarding school incidents and will share such mutually beneficial information with the WCSO as needed.

D. The JISD PD and WCSO will have access 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 Deputy's/Officer's agency policies.

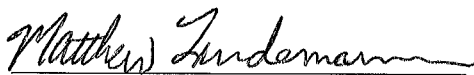
VI. Liability, Immunities, and Defenses.

- A. Nothing herein shall be deemed or construed to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between WCSO and JISD PD. Neither party shall be the agent of the other or 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 JISD 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, 2025. 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 JISD PD, the individual with the authority to terminate this memorandum of understanding is the JISD PD Chief of Police or the JISD Superintendent.

Signed,



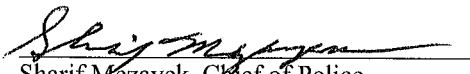
Matthew Lindemann, Sheriff
Williamson County Sheriff's Office

1/24/2025

Date

Bill Gravell, County Judge
Williamson County

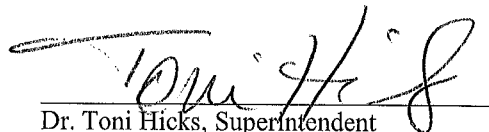
Date



Sharif Mezayek, Chief of Police
Jarrell ISD Police Department

1/22/2025

Date



Dr. Toni Hicks, Superintendent
Jarrell Independent School District

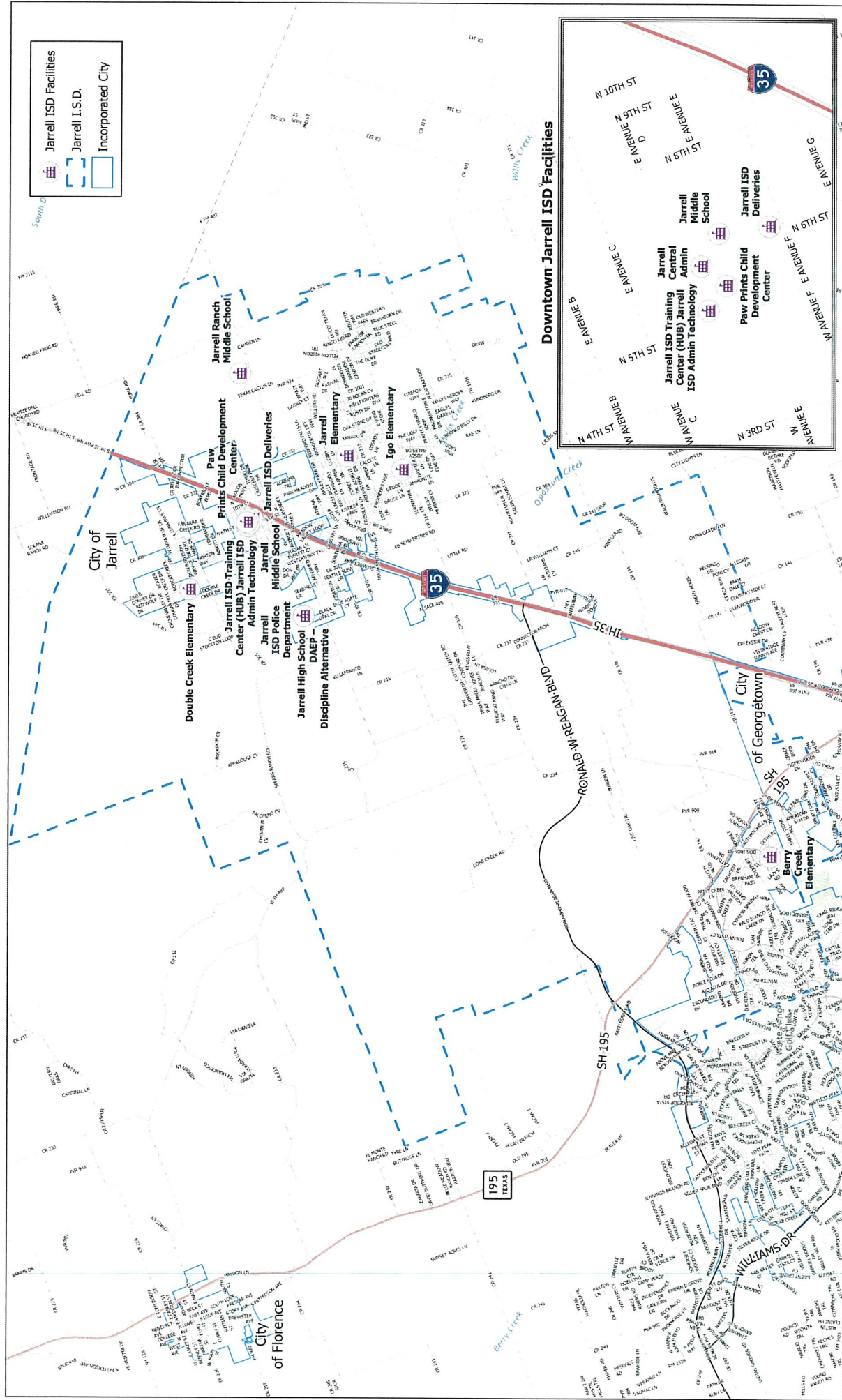
1/22/25

Date

Exhibit A: Addresses of Jarrell ISD Properties

Jarrell ISD Police Department	1100 W FM 487	Jarrell, TX 76537
Jarrell Central Admin	504 N 5 th St	Jarrell, TX 76537
Jarrell High School	1100 W FM 487	Jarrell, TX 76537
Jarrell Middle School	101 E Ave F	Jarrell, TX 76537
Jarrell Ranch Middle School	2401 E FM 487	Jarrell, TX 76537
Berry Creek Elementary	1301 BCH Way	Georgetown, TX 78628
Double Creek Elementary	855 CR 307	Jarrell, TX 76537
Igo Elementary	1601 CR 314	Jarrell, TX 76537
Jarrell Elementary	1615 CR 313	Jarrell, Tx 76537
DAEP – Discipline Alternative Education Program (Behind HS in Portables)	1100 W FM 487	Jarrell, TX 76537
Jarrell ISD Deliveries	201 E Ave F	Jarrell, TX 76537
Jarrell ISD Training Center (HUB) Jarrell ISD Admin Technology	506 N 5 th St	Jarrell, TX 76537
Paw Prints Child Development Center	502 N 5 th St	Jarrell, TX 76537

Exhibit B: Map of Overlapping Police Jurisdiction



Jarrell ISD Facilities

This map is a schematic intended only for casual purposes. It is not to be used for legal or other purposes without independently confirming them.

Data Source:
ISD - WICAD
City Boundaries - WICAD 911