

**MEMORANDUM OF UNDERSTANDING
CONCERNING COMMUNICATION AND COORDINATION BETWEEN
THE LEANDER 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 Leander Independent School District Police Department and the Williamson 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 Leander Independent School District Police Department (LISD PD) has overlapping jurisdiction with the Williamson County Sheriff's Office (WILCO SO) and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the both 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 (WILCO) and the Leander Independent School District (LISD).

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 LISD Police Department to Notify the Williamson County Sheriff's Office

- A. An LISD PD Supervisor or officer will call the Williamson County Sheriff's Office, if available. If not, then communication may be made through the Williamson County Emergency Center to advise of any serious incident, as defined below, that occurs within the District and inside the primary jurisdiction (WILCO SO), 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 LISD PD officer concerning any criminal incident which occurred, or is planned for off LISD property, and within Williamson County Sheriff's Office 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 LISD PD, the WILCO Emergency Communications Center will contact a WILCO SO Patrol Supervisor advising the Supervisor where the incident occurred along with the contact number for the LISD PD Supervisor/officer to determine what, if any, response is needed from the WILCO SO. This decision should be based on the resources needed to accomplish the investigative goal, to serve the community, and safeguard students and staff.
- The Williamson County Sheriff's Office to notify the LISD Police Department when:***
- A. WILCO SO personnel are to notify the WILCO Emergency Communication Center or LISD PD directly to advise of the following incidents involving LISD students or school safety that occur within the jurisdiction of the WILCO SO:
1. All LISD bus accidents so LISD PD can respond to facilitate assistance for the investigation and collection of student data necessary for the investigation, and so WILCO SO has assistance with school reunification of students to parents and assistance should alternate transportation and medical transportation be made. LISD PD defers to WILCO SO for investigations on the roadway and completion of all TxDOT reports. LISD PD shall assist the WILCO SO in the collision efforts and logistics involving such collision. LISD PD will handle bus related investigations occurring on District property unless the incident occurring on school property involves death.
 2. Any SWAT call in close proximity to LISD property (see Exhibit A 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 LISD student or staff member.
 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 LISD 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 that are of a serious nature. Less serious offenses that do not require immediate action may be reported to communications for follow-up by LISD PD personnel during regular hours..
 10. Any calls where the WILCO SO believes that administrative assistance may reduce recidivism or impact resources of WILCO SO 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 LISD PD as designee for the Superintendent for dissemination.

- B. Note:** LISD PD is not a 24-hour department and after-hours communication may be answered or facilitated by the WILCO Emergency Communications Center. LISD 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 WILCO SO resources for an incident that has occurred on school property for which the LISD PD initiated the response, the on-scene LISD Supervisor/officer and WILCO SO Supervisor will decide which agency will take the lead.
- B. The parties have agreed that in any case in which LISD PD initiated the investigation and for which WILCO SO requests the lead, LISD PD will afford WILCO SO that authority. In order to maintain the flow of information between the agencies, however, one LISD PD officer will be assigned to work with the WILCO SO officer in the investigation. This collaboration will allow the LISD PD and WILCO SO to stay informed and team their resources to accomplish the investigative goal.
- C. It is understood that LISD PD's primary investigative duty is in school-related matters throughout the Leander Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. LISD PD agrees to support and assist the WILCO SO in off-campus matters as resources are available and wanted by the WILCO SO. 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 the Leander Independent School District and Williamson County Sheriff's Office 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. WILCO SO and LISD PD agree to follow guidelines contained in the Texas Family Code (Chapter 58), Texas Education Code (Chapter 37), 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. LISD PD and WILCO SO 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), LISD 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 LISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order if LISD 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. LISD-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.

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 WILCO SO and LISD 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 they 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 thirty (30) 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: Shoap
Lucretia (Shā) Rogers
Ex. Director of Safety & Security
Leander ISD
Date: 01/24/2025

By: Matthew Lindemann
Matthew Lindemann
Sheriff
Williamson County Sheriff's
Office
Date: 1-31-25

Approved:

By: Gearing
Bruce Gearing
Superintendent
Leander ISD
Date: 01/24/25

By: _____
Bill Gravell Jr.
County Judge
Williamson County
Date: _____

Exhibit A: Addresses of Leander ISD Property
Exhibit B: Map of Overlapping Police Jurisdiction

Exhibit A

Williamson County Sheriff's Office

Block House Creek Elementary School
401 Creek Run
Leander, Texas 78641

Larkspur Elementary School
424 Rusk Bluff Avenue
Leander, Texas 78641

Naumann Elementary School
1201 Brighton Bend
Cedar Park, Texas 78613

Parkside Elementary School
301 Garner Park Drive
Georgetown, Texas 78628

Exhibit B: Map of Overlapping Police Jurisdiction

