

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

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

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 Round Rock Independent School District Police Department ("RRISD PD") has overlapping jurisdiction with the Williamson County Sheriff's Department ("WILCO SO") 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 ("WILCO") and the Round Rock Independent School District ("RRISD");

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

I. Notification between Parties.

RRISD Police Department to Notify the Williamson County Sheriff's Department

A. A RRISD PD Supervisor or officer will call WILCO SO if available. If not, then communication may be made through the Williamson County Emergency Communication Center to advise of any serious incident, as defined below, that occurs within the District and inside the primary jurisdiction of 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, offense, 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 43.261 PC.
7. Aggravated assault where a gun or weapon is used or threatened.
8. Aggravated kidnapping.
9. Any BOD 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 RRISD PD officer concerning any criminal incident which occurred, or is planned off RRISD property, and within WILCO SO 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 RRISD PD, the WILCO Emergency Communications Center will contact a WILCO SO patrol supervisor advising the supervisor where the incident occurred along with a contact number for the RRISD 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 and to serve the community.

Williamson County Sheriff's Department will notify RRISD Police Department when:

A. WILCO SO personnel are to notify the WILCO Emergency Communication Center or RRISD PD directly, if available, to advise of the following incidents involving RRISD students or school safety that occur within the jurisdiction of WILCO SO:

1. All RRISD bus accidents, so RRISD 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; RRISD PD defers to WILCO SO for investigations on the roadway and completion of all TxDOT reports. RRISD PD shall assist WILCO SO in the collision efforts and logistics involving such collision. RRISD PD will handle bus related accident investigations on district property.
2. Any SWAT call up in close proximity to RRISD property 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(s) around school properties 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 RRISD 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 RRISD schools in the area.
8. Any 911 calls received originating on school campuses when RRISD PD officers are scheduled to be on school campuses, generally weekdays from 0730 hours to 1630 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 RRISD PD personnel during regular hours.
10. Any calls where the WILCO SO officer 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 RRISD PD as designee for the Superintendent for dissemination.

B. The parties acknowledge that RRISD PD is not a 24-hour department and after-hours communication may be answered or facilitated by the Williamson County Emergency Communications Center. RRISD PD agrees to maintain up to date contact numbers with Williamson County Emergency Communications Center.

II. Investigations

A. If the decision is made to call for additional WILCO SO resources for an incident which has occurred on school property or which the RRISD PD initiated the response, the on-scene RRISD PD supervisor/office and WILCO SO supervisor will decide which agency will take the lead.

B. The parties have agreed that in any case in which RRISD PD initiated the investigation and for which WILCO SO requests the lead, RRISD PD may afford WILCO SO that authority. In order to maintain the flow of information between the agencies, however, one RRISD PD officer will be assigned to work with the WILCO SO officer in the investigation. This collaboration will allow the RRISD PD and WILCO SO to stay informed and team their resources to accomplish the investigative goal.

C. It is understood that RRISD PD's primary investigative duty is in school-related matters throughout the Round Rock Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. RRISD PD agrees to support and assist 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 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 Round Rock Independent School District 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 RRISD PD agree to follow all provisions Chapter 58 of the Texas Family Code, Section 37.084 of the Texas Education Code, and the Family Educational Rights and Privacy Act (20 U.S.C. §1232g, 34 CFR Part 99) 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.

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 police 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 RRISD PD.

B. No party to this MOU shall be responsible for the acts of an employee of another party.

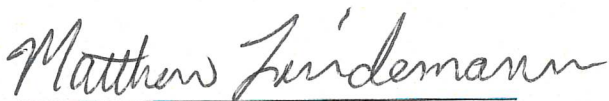
C. It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

VI. Termination and Renewal

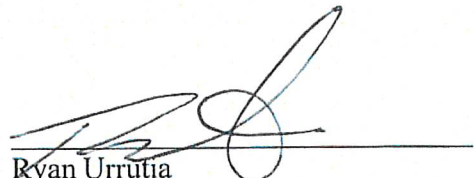
A. Either party may withdraw from and terminate this Memorandum of Understanding on twenty (30) days written to the other party.

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 January 1, 2028. It shall automatically renew annually, on January 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 this ____ day of _____, 2025



Matthew Lindemann
Sheriff
Williamson County Sheriff's Department

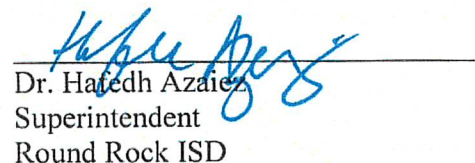


Ryan Urrutia
Chief of Police
Round Rock ISD Police Department

Approved:

Judge Steven Snell
County Judge
Williamson County, Texas

Date: _____



Dr. Hafeedh Azaiez
Superintendent
Round Rock ISD

Date: 5/9/2025