

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

This Memorandum of Understanding (this "MOU") is made and entered into by and between the following parties: the WSISD Independent School District Police Department and the Sabine 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 WSISD Independent School District Police Department (WSISD PD) has overlapping jurisdiction with the Sabine 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 Sabine County and the West Sabine Independent School District (WSISD);

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 WSISD Police Department to Notify the Sabine County Sheriff's Office

A. A WSISD PD officer will call the Sheriff's Office to advise of any serious incident that occurs within WSISD 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 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 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 WSISD PD officer concerning any criminal incident which occurred, or is planned for off WSISD property, and within WSISD 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 WSISD 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 Sabine County Sheriff's Office to notify the WSISD Police Department when:

- A. Sheriff's Office personnel are to notify the WSISD PD directly to advise of the following incidents involving WSISD students or school safety that occur within the jurisdiction of the Sheriff's Office:
1. All WSISD bus accidents so WSISD PD can respond to facilitate assistance for the investigation and collection of student data necessary for the investigation, and so WSISD PD has assistance with school reunification of students to parents and assistance should alternate transportation and medical transportation be made. WSISD PD defers to the Department Public Safety for investigations on the roadway and completion of all TxDOT reports. WSISD PD shall assist the Sheriff's Office in the collision efforts and logistics involving such collisions. WSISD 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 WSISD 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 WSISD student, parent, staff member, or board member, to the extent the Sheriff's office is aware of the person's affiliation with WSISD.
 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 WSISD 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. Arrest notifications shall be made in compliance with C.C.P. 15.27 and forwarded to the Chief of the WSISD PD as designee for the Superintendent for dissemination.
- B. **Note:** WSISD 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 WSISD Chief of Police via radio, 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 WSISD PD initiated the response, the on-scene WSISD officer and Sheriff's Deputy will decide which agency will take the lead.
- B. The parties have agreed that in any case in which WSISD PD initiated the investigation and for which the Sheriff's Office requests the lead, WSISD PD will afford the Sheriff's Office that authority. In order to maintain the flow of information between the agencies, however, one WSISD PD officer will be assigned to work with the Sheriff's Deputy in the investigation. This collaboration will allow the WSISD PD and Sheriff's Office to stay informed and coordinate their resources to accomplish the investigative goal.
- C. It is understood that WSISD PD's primary investigative duty is in school-related matters throughout the West Sabine Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. WSISD 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 of West Sabine Independent School District and Sabine 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 WSISD 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. WSISD 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), WSISD 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 WSISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order if WSISD makes a reasonable attempt to notify the parent or eligible student of the order or subpoena in advance of compliance .

IV. Radio Dispatch System

A. The Sabine County Sheriff's Office agrees to allow the WSISD Police Department to operate on the Sabine County Sheriff's radio frequency for official business.

V. Non-Terminal Agency Agreement TLETS/NLETS Access

A. The Sabine County Sheriff's Office agrees to provide the WSISD 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 WSISD 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 Sabine County Sheriff's Office reserves the right to suspend service to the WSISD Police Department, which may include canceling of records entered for the WSISD Police Department, when applicable policies are violated. The Sabine 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 WSISD Police Department agrees to maintain accurate records of all TCIC/NCIC entries made through the Sabine County Sheriff's Office and to immediately notify the Sabine County Sheriff's Office of any changes in the status of those reports, to include the need for cancellation, deletion or modification of information. The Sabine County Sheriff's Office agrees to enter, update and remove all records for the WSISD 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 Sabine County Sheriff Office's ORI, the WSISD Police Department must deliver to the Sabine 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 Sabine County Sheriff Office's ORI, the WSISD Police Department must deliver case reports to the Sabine County Sheriff's Office to be held on file until such time as the records are canceled/cleared.
 - c. If the records are to be entered with the WSISD Police Department's ORI, the Sabine County Sheriff's Office agrees to immediately forward all requests for hit confirmation that might be received at the terminal to the WSISD Police Department. The West Sabine ISD Police Department agrees to comply with the NCIC hit confirmation policy.
 - d. If the WSISD Police Department is a non-24-hour agency, the records must be entered with the Sabine County Sheriff Office's ORI, and case reports and original warrants must be held at the Sabine County Sheriff's Office for hit confirmation purposes.
- F. In order to comply with NCIC Validation requirements, the WSISD Police Department agrees to perform all validation procedures as required by NCIC on all records entered through the Sabine County Sheriff's Office.
- G. Criminal History information obtained from the TLETS terminal of the Sabine County Sheriff's Office will be handled according to TCIC/NCIC guidelines by the WSISD Police Department.

VI. Off Duty Employment.

- A. WSISD-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.

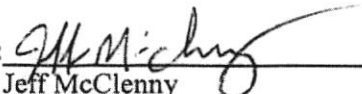
- A. Nothing herein shall be deemed or construed to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between the Sheriff's Office and WSISD PD.
- B. No party to this MOU shall be responsible for the acts of an employee of another party.
- 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.

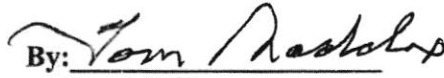
VIII. Termination and Renewal.

- 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.

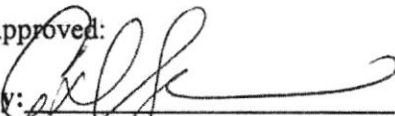
Signatures on Next Page

Signed:

By: 
Jeff McClenny
Director of Safety and Security
West Sabine ISD
Date: 7-18-2024

By: 
Tom Maddox
Sabine County Sheriff
Sabine County, Texas
Date: 7-18-2024

Approved:

By: 
Dr. Carnehus Gilder
Superintendent, WSISD
West Sabine ISD
Date: 7/23/2024

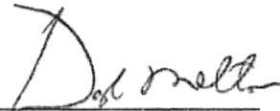
By: 
Daryl Melton
Sabine County Judge
Sabine County, Texas
Date: 7-23-2024

Exhibit A: Address of WSISD Property

WSISD High School
157 W. Timberland Hwy
Pineland, TX 75968

WSISD Elementary School
459 Temple Road North
Pineland, TX 75968

WSISD Administration
101 Timberland Hwy West
Pineland, Texas 75968