

**MEMORANDUM OF UNDERSTANDING CONCERNING COMMUNICATION AND COORDINATION  
BETWEEN THE BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT AND  
THE BURNET POLICE DEPARTMENT**

This Memorandum of Understanding ("MOU") is made and entered into by and between the following parties: The Burnet Consolidated Independent School District Police Department and the Burnet Police 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 (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 Burnet Consolidated Independent School District Police Department (BCISD PD) has overlapping jurisdiction with the Burnet Police Department (BPD) and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the agencies; and

**WHEREAS**, this cooperative effort will assist in the agencies' respective responsibilities and mission to serve the citizens of Burnet County, the City of Burnet and the Burnet Consolidated Independent School District (BCISD).

**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

- a. The BCISD PD will contact the BPD on-duty supervisor directly or through dispatch when a serious incident (defined below) occurs inside the primary jurisdiction of the Burnet Police Department and within the boundaries of the Burnet Consolidated ISD. Both agencies will coordinate responses as needed for the good of the Community and the success of the investigation. Once contacted by BCISD PD, the on-duty supervisor will determine what, if any, response is needed from the BPD. This decision should be based on the resources needed to accomplish the investigative goal and to serve the community.
  - i. Any 1<sup>st</sup> degree felony.
  - ii. Murder or attempted murder.
  - iii. Aggravated robbery.
  - iv. Aggravated sexual assault.
  - v. 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.
  - vi. Aggravated assault where a gun or weapon is used or threatened.
  - vii. Aggravated kidnapping.
  - viii. Any EOD or explosive weapon is used or threatened.
  - ix. Any disturbance where a mass or group is involved. (i.e., riot)

- x. Any criminal intelligence information developed by a BCISD PD officer concerning any criminal incident which occurred, or is planned for off BCISD property, and within Burnet Police Department jurisdiction.
  - xi. Any other situation where the officer decides there is a need based on impact to the community, 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. The BPD will use its best efforts to notify BCISD PD directly to advise of the following incidents involving BCISD students, staff, or school safety that occur within the jurisdiction of BPD. Notification should be made whenever the BPD becomes aware that the student or staff member is associated with BCISD.
  - i. All BCISD bus accidents so that BCISD PD can respond to assist with the collection of student data necessary for the investigation, reunification of students to parents, and to assist with alternate transportation and medical transportation. BCISD PD defers to BPD for investigations on the roadway and completion of all TxDOT reports. BCISD PD shall assist BPD in the collection efforts and logistics involving such collisions. BCISD PD will handle collisions occurring on district property.
  - ii. Any SWAT calls within close proximity to BCISD properties that might cause alarm or interrupt campus or bus operations (This will be coordinated at the Command Level).
  - iii. Any armed suspect on school grounds or close to school grounds during school hours.
  - iv. Any suspicious persons around school properties.
  - v. Any fires or complete road blockages around schools during school hours or which may affect bus transportation.
  - vi. Any death of a BCISD student or staff member, if known to BPD.
  - vii. 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 BCISD schools in the area. (This will be coordinated at the Command Level)
  - viii. Any 911 calls received originating on school campuses during times when BCISD PD Officers are scheduled to be on school campuses, generally weekdays from 0730 hours to 1630 hours.
  - ix. Any calls responded to after hours or holiday 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 BCISD PD personnel during regular hours.
  - x. Any calls where the BPD believes that administrative assistance may reduce recidivism or impact resources of BPD 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.

- xi. Arrest notifications shall be made in compliance with C.C.P. 15.27 and forwarded to the Chief of the BCISD PD as designee for the Superintendent for dissemination.

NOTE: BCISD PD is not a 24-hour department and after-hours communication may be answered or facilitated by the Highland Lakes Regional Emergency Communications Center. BCISD PD agrees to maintain up to date contact numbers with Highland Lakes Regional Emergency Communications Center and the Burnet County Emergency Communications Center.

II. Investigations – The request for investigative assistance will be determined by severity and required resources.

- a. If the decision is made to call in additional BPD resources such as the BPD Criminal Investigations Division for an incident which has occurred on school property for which the BCISD PD initiated the response, the on-scene BCISD PD Supervisor and a BPD Criminal Investigations Supervisor will decide which agency will take the lead in the investigation.
- b. It is understood that BCISD PD's primary investigative duty is in school-related matters throughout the Burnet Consolidated Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. BCISD PD agrees to support and assist BPD in off-campus matters as resources are available and requested by the BPD. 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.
- c. It is understood that Burnet PD will maintain primary investigative duties as to felony offenses occurring on Burnet CISD jurisdiction within the city limits of Burnet. The BCISD PD agrees to support and assist BPD in these matters.
- d. The BPD agrees to maintain evidence obtained by the BCISD PD. The BCISD PD will follow the BPD evidence policies and procedures as to the handling of this evidence.
- e. The BPD agrees to allow access to their juvenile processing areas to the BCISD PD. The BCISD PD will follow the BPD juvenile processing policies and procedures when utilizing the BPD juvenile processing areas.
- f. It is also understood that there may be situations in which the citizens of Burnet and the Burnet Consolidated Independent School District may be better served by the initial agency retaining primary jurisdiction over the investigation and processing of the offense.

III. Unified Command

- a. Definitions
  - i. Incident Commander (IC): The individual responsible for all incident activities. The IC has overall authority and responsibility for conducting incident

operations and is responsible for the management of all operations at the incident site.

- ii. Unified Command (UC): An incident command system used when there is more than one agency with incident jurisdiction, or when incidents cross political jurisdictions. Agencies work together through designated members of the UC, often senior person(s) from agencies.
- b. Unified incident command must be established as soon as possible.
- c. For a critical incident on BCISD property:
  - i. The IC will be an individual from BCISD PD.
  - ii. The IC must organize and establish communications between BCISD PD and BPD.
  - iii. BCISD PD will take command, but BCISD PD and BPD will work together to resolve the critical incident.

#### IV. Information and Record Sharing

- d. BCISD PD and BPD 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.
- e. Specific requirements:
  - i. Information disclosed under this agreement relates to the juvenile justice system's ability to serve, before adjudication, the student whose records are being released.
  - ii. Information obtained shall not be disclosed to a third party, other than another juvenile justice agency, except as permitted or required by law.
  - iii. 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. BCISD PD and BPD agree that, in accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g, 34 C.F.R. Part 99), BCISD 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 BCISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order of the district.
  - v. BCISD 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.
- f. The BCISD PD will be responsible for reporting Crime Reporting statistics to the Texas Department of Public Safety. The BCISD PD will support the collection of statistical crime data regarding school incidents and will share mutually beneficial information with the BPD as needed.

- g. The BCISD PD and BPD will coordinate to allow access, as appropriate, 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. Subject to the employer's departmental policies and procedures for off-duty employment, either party may employ law enforcement officers from the other party for special events or occasions.

- 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 officer's/deputy's agency policies.

VI. Liability, Immunities, and Defenses

- a. Nothing herein shall be deemed or constituted to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between BPD and BCISD PD. Neither party shall be the agent of the other nor 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 BCISD 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, 2026. 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 BCISD PD, the individual with the authority to terminate this memorandum of understanding is the BCISD Chief of Police or the Superintendent. For the Burnet Police Department, the individual with the authority to terminate this memorandum of understanding is the City Manager, or his designee.

\_\_\_\_\_  
David Vaughn, City Manager

City of Burnet

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Aaron Pena, Superintendent

Burnet Consolidated Independent School  
District

Date: \_\_\_\_\_

Leslie Dewayne Kyle, Chief of Security

Burnet Consolidated ISD Police Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Gary Wideman, Mayor

City of Burnet

Date: \_\_\_\_\_

Approved:

Burnet Consolidated Independent School  
District Board of Trustees

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attached

Exhibit A: Addresses of Burnet CISD Properties

Exhibit B: Map of Overlapping Police Jurisdiction

<b>Burnet CISD Administration</b>	208 E Brier	Burnet, TX	78611
<b>Burnet High School</b>	1000 The Green Mile Rd	Burnet, TX	78611
<b>Burnet Middle School</b>	1401 North Main	Burnet, TX	78611
<b>RJ Richie Elementary</b>	500 E Graves	Burnet, TX	78611
<b>Shady Grove Elementary</b>	111 Shady Grove	Burnet, TX	78611
<b>Former Quest HS</b>	702 North Wood Street	Burnet, TX	78611
<b>BCISD Transportation</b>	805 North Wood	Burnet, TX	78611
<b>BCISD Facilities and Operations</b>	802 North Wood	Burnet, TX	78611