

JURISDICTIONAL MEMORANDUM OF UNDERSTANDING BETWEEN  
SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT POLICE  
DEPARTMENT AND KAUFMAN COUNTY SHERIFF'S OFFICE

The Texas Education Code Section 37.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction enter into a memorandum of understanding ("MOU") that outlines reasonable communication and coordination of efforts between the department and the agencies. This document shall serve as the MOU addressing those requirements between the Scurry-Rosser ISD Police Department and the Kaufman County Sheriffs Office.

The primary duties of police officers commissioned by the Scurry-Rosser Independent School District are as follows:

- Endeavor to provide a safe and secure environment for students, staff, and citizens while those persons that are participating in or attending school sponsored activities which include, but not limited to, extra-curricular activities, students in transit to and from school in a District vehicle, or any other school-sponsored or school related activity on or off campus.
- Protect the property of the District including real and personal property located inside and outside the boundaries of the District that is owned, leased, rented, or otherwise under the control of the District (hereinafter "Scurry-Rosser ISD property).
- Endeavor to protect the personal property of those individuals engaged in school sponsored or school related activities.
- To enforce all laws, including municipal ordinances, county ordinances, and federal, state, and local laws.

These duties shall be performed throughout the entire territory within the geographical boundaries or jurisdiction of the Scurry-Rosser Independent School District or within the State of Texas while those individuals are under the direct supervision of the District. This Agreement includes all current and future schools that are located within the overlapping jurisdiction of Kaufman County, Texas.

I. Scurry-Rosser Independent School District Police Department and the Kaufman County Sheriff's Office will have concurrent jurisdiction on Scurry-Rosser ISD property within the county limits of Kaufman County, Texas. If (1) circumstances require an immediate response within the SRISD boundaries, (2) the Kaufman County Sheriff's Office is present, and (3) the Scurry-Rosser ISD Police are not available, then the Kaufman County Sheriffs Office shall assume primary control of the response until otherwise directed by the Scurry-Rosser ISD Police.

2. Except as stated herein, Scurry-Rosser ISD Police will have primary jurisdiction and responsibility for all offenses that occur on property located within the geographical boundaries of the Scurry-Rosser ISD. In addition, Scurry-Rosser ISD Police will be primarily responsible for investigating all traffic accidents that occur on school property as well as all other accidents involving District vehicles regardless of where the accident occurs.

3. The Scurry-Rosser ISD Police Department has primary jurisdiction over all bomb threats to Scurry-Rosser ISD property. These threats will only be reported to the Kaufman County Sheriffs Office if assistance is needed in disposing of any suspicious incendiary devices.

4. If any assistance is needed, or if a major crime scene or a critical incident develops inside school district boundaries, the Kaufman County Sheriff's Office will have primary control over the incident in all cases where it has assumed primary jurisdiction. The Kaufman County Sheriffs Office retains all command and authority during these types of major incidents. Scurry-Rosser ISD Police will remain available for assistance at the request of the Kaufman County Sheriffs Office Incident Commander.

S. The Kaufman County Sheriffs Office agrees to comply with notification of criminal activities involving students enrolled in Scurry-Rosser ISD schools pursuant to Article 15.27 of the Texas Code of Criminal Procedures.

6. The Kaufman County Sheriffs Office shall retain primary jurisdiction over property or areas not specifically owned, leased, rented, or otherwise under the control of Scurry-Rosser ISD.

7. In the event that any person performing law enforcement, police protection or detention services pursuant to this Agreement shall be cited as a party to any civil lawsuit, state or federal, arising out of the performance of those services, such person shall be entitled to the same benefits that he would be entitled

to receive if such civil action had arisen out of the performance of his duties as a member of the department where he is regularly employed and in the jurisdiction of the member by which he is regularly employed.

8. To the extent provided by law, each party to this Agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of the Agreement, except for acts in violation of law.

9. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, an immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

10. The term of this Agreement shall be for a period of one (1) calendar year from the date of execution of this Agreement by both parties. This Agreement shall renew annually for successive one (1) year periods, unless otherwise terminated in writing by either party with at least thirty (30) days written notice prior to the renewal date. This particular Agreement may be terminated at any time with or without cause, subject to Texas Education Code 37.08] (g) which requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter a memorandum of understanding outlining reasonable communication and coordination efforts between the department and the agency.

11. It is understood that nothing in this agreement impacts the jurisdiction of the criminal courts, including the Kaufman County Courts, as it relates to the filing and prosecution of offenses occurring on the property of Scurry-Rosser ISD campuses in the county limits of Kaufman County, Texas.

12. Except where prohibited by law, both parties agree to exchange such information as may be necessary to secure the effective enforcement of the law and protect the property and persons within their jurisdiction.

13. Each party to this Agreement expressly waives the right granted by Texas Local Government Code, Section 362.003 to request reimbursement for services performed under this Agreement.

The renewal date shall be calculated using the last date of execution of the Agreement by both parties. Notice, for the purpose of termination shall be to the

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Scurry-Rosser Independent School District Police Department and the Kaufman County Sheriff's Office

Sheriff of Kaufman County, Texas and the Superintendent for the Scurry-Rosser ISD,  
Pursuant to Section 37.081(1) of the Texas Education Code. Notice shall also be  
provided to the Scurry-Rosser ISD Chief of Police.

AGREED TO:

By: \_\_\_\_\_ Sheriff, Kaufman County, TX

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

By: \_\_\_\_\_ President, Board of Trustees, Scurry-Rosser ISD

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

By: \_\_\_\_\_ Superintendent, Scurry-Rosser ISD

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

By: \_\_\_\_\_ Chief of Police, Scurry-Rosser ISD

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