

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

This Memorandum of Understanding (this "MOU") is made and entered into by and between the following parties: the Blue Ridge Independent School District Police Department and the Collin 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 Blue Ridge Independent School District Police Department (BRISD PD) has overlapping jurisdiction with the Collin 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 Collin County and the Blue Ridge Independent School District (BRISD PD).

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 BRISD Police Department to Notify the Collin County Sheriff's Office

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

- A. Sheriff's Office personnel are to notify the BRISD PD directly to advise of the following incidents involving BRISD students or school safety that occur within the jurisdiction of the Sheriff's Office:
1. All BRISD bus accidents so BRISD PD can respond to facilitate assistance for the investigation and collection of student data necessary for the investigation, and so BRISD PD has assistance with school reunification of students to parents and assistance should alternate transportation and medical transportation be made. BRISD PD defers to the Sheriff's for investigations on the roadway and completion of all TxDOT reports. BRISD PD shall assist the Sheriff's Office in the collision efforts and logistics involving such collisions. BRISD 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 BRISD 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 persons around school properties who are 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 BRISD student, parent, staff member, or board member, to the extent the Sheriff's office is aware of the person's affiliation with BRISD.
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 BRISD 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. Any calls where the Sheriff's Office believes that administrative assistance may reduce recidivism or impact resources of the Sheriff's Officer 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 BRISD PD as designee for the Superintendent for dissemination.

- B. **Note:** BRISD 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 BRISD Chief of Police via 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 BRISD PD initiated the response, the on-scene BRISD officer and Sheriff's Deputy will decide which agency will take the lead.
- B. The parties have agreed that in any case in which BRISD PD initiated the investigation and for which the Sheriff's Office requests the lead, BRISD PD will afford the Sheriff's Office that authority. In order to maintain the flow of information between the agencies, however, one BRISD PD officer will be assigned to work with the Sheriff's Deputy in the investigation. This collaboration will allow the BRISD PD and Sheriff's Office to stay informed and team their resources to accomplish the investigative goal.
- C. It is understood that BRISD PD's primary investigative duty is in school-related matters throughout the Blue Ridge Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. BRISD PD agrees to support and assist the Sheriff's Office in off campus BRISD 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 the Blue Ridge Independent School District and Collin 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 BRISD PD agree to follow guidelines contained in applicable State and Federal law, including but not limited to 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. BRISD 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), BRISD 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 BRISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order if BRISD 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 Collin County Sheriff's Office agrees to allow the Blue Ridge ISD Police Department to operate on the Collin County Sheriff's radio frequency for official business.

V. Non-Terminal Agency Agreement TLETS/NLETS Access

- A. The Collin County Sheriff's Office agrees to provide the Blue Ridge ISD 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 Blue Ridge ISD 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 Collin County Sheriff's Office reserves the right to suspend service to the Blue Ridge ISD Police Department, which may include canceling of records entered for the Blue Ridge ISD Police Department, when applicable policies are violated. The Collin 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 Blue Ridge ISD Police Department agrees to maintain accurate records of all TCIC/NCIC entries made through the Collin County Sheriff's Office and to immediately notify the Collin 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 Collin County Sheriff's Office agrees to enter, update, and remove all records for the Blue Ridge ISD 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 into the Collin County Sheriff Office's ORI, the Blue Ridge ISD Police Department must deliver to the Collin 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 Collin County Sheriff Office's ORI, the Blue Ridge ISD Police Department must deliver case reports to the Collin County Sheriff's Office to be held on file until such time as the records are cancelled/cleared.
 - c. If the records are to be entered with the Blue Ridge ISD Police Department's ORI, the Collin County Sheriff's Office agrees to immediately forward all requests for hit confirmation that might be received at the terminal to the Blue Ridge ISD Police Department. The Blue Ridge ISD Police Department agrees to comply with the NCIC hit confirmation policy.
 - d. If the Blue Ridge ISD Police Department is a non-24-hour agency, the records must be entered with the Collin County Sheriff Office's ORI, and case reports and original warrants must be held at the Collin County Sheriff's Office for hit confirmation purposes.
- F. In order to comply with NCIC Validation requirements, the Blue Ridge ISD Police Department agrees to perform all validation procedures as required by NCIC on all records entered through the Collin County Sheriff's Office.

- G. Criminal History information obtained from the TLETS terminal of the Collin County Sheriff's Office will be handled according to TCIC/NCIC guidelines by the Blue Ridge ISD Police Department.

VI. Off Duty Employment.

- A. BRISD-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. Special Provisions Relating to Liability and Indemnification. A party (e.g., the District) will not be liable to the other (the County) for claims or damages arising out of the acts or omissions of the other's (the County's) employees. To the extent permitted by law, a party (the County) will defend, indemnify, and hold the other (the District) harmless for all claims and damages arising from the acts or omissions of the party's (the County's) employees.
- B. A party (e.g., the District) may sue the other (the County) for personal injuries or property damage that results from the actionable acts or omissions of the other's (the County's) employees.
- C. A party may also assert its third-party-practice rights, including the right to contribution, indemnity, and the right to designate the other as a responsible third party, in the context of a claim by a person who is not a party to this Agreement.
- D. "Acts or omissions" refers to all types of conduct that may give rise to a claim. "Claims or damages" means all types of claims, demands, requests under any sort of law, and all types of damages, including compensatory damages, fines, penalties, attorney's fees, and other costs. This provision applies to all stages of a dispute, litigation, or other proceedings
- E. These rights are reciprocal; the names in the parentheses are reversible.
- F. While the parties are entitled to the benefit of their bargain, the parties are not liable to each other for damages in excess of the benefit of the bargain, whether identified as consequential, incidental, indirect, special, punitive, or exemplary damages or damages that arise from special consequences.

- G. No party waives any form of immunity by signing this Agreement, including rights under the Tort Claims Act.

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.

This memorandum of understanding is effective when signed by both parties. It shall automatically renew annually 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:

Blue Ridge ISD Police Department Representative

Date

Collin County Sheriff's Office Representative

Date

Approved:

Blue Ridge ISD School District Representative

Date

Collin County Sheriff's Office Representative

Date

Exhibit A: Address of Blue Ridge ISD Property

Exhibit B: Map of Overlapping Police Jurisdiction

Exhibit A: Address of Blue Ridge ISD Property

Blue Ridge High School
11020 County Road 504
Blue Ridge, Texas 75424

Blue Ridge Middle School
425 N. Church Street
Blue Ridge, Texas 75424

Blue Ridge Elementary
10944 County Road 504
Blue Ridge, Texas 75424

Blue Ridge Ag Barns
466 FM 196 South
Blue Ridge, Texas 75424

Blue Ridge ISD Administration Office
318 W. School Road
Blue Ridge, Texas 75424

Blue Ridge ISD Ag Building
715 Tiger Pride Circle
Blue Ridge, Texas 75424

Blue Ridge Bus Barn/ Ag Barns
10688 CR 504
Blue Ridge, Texas 75424

Exhibit B: Map of Overlapping Police Jurisdiction

