

MEMORANDUM OF UNDERSTANDING
BETWEEN THE KILLEEN INDEPENDENT SCHOOL DISTRICT
POLICE DEPARTMENT AND THE CITY OF KILLEEN POLICE
DEPARTMENT

The Killeen Independent School District Police Department (hereinafter referred to as "School Police") and the City of Killeen Police Department (hereinafter referred to as "City Police") mutually desire to create a cooperative atmosphere ensuring maximum operational efficiency for both departments. Each party also desires to comply with the Texas Education Code Section 37.081. Accordingly, the Chief of Police of each department now adopts the following procedures, as duly and lawfully authorized by the respective governing bodies of each department.

1. During school hours or during school district events staffed by School Police, School Police will initiate and complete all felony and misdemeanor reports of criminal offenses that occur on school property, as well as any related follow-up investigations, unless the suspect or victim of said offenses(s) involves an employee of the school district. At the request of School Police, City Police may provide assistance, as needed.
2. During non-school hours, City Police will initiate and complete all reports of criminal offenses that occur on school property and forward a copy of said cases(s) to the School Police for investigative follow-up. If School Police are not available, such as during the summer months or spring break, the City Police will be required to conduct the criminal investigation, and forward a copy of the case to a representative of the school district.
3. Based on available resources, the City Police will provide assistance in any criminal investigation, upon request from School Police.
4. City Police will coordinate with the Campus Principal regarding interviews and/or interrogations of students that need to be contacted. The Principal will notify parent(s) of the child to inform them of a pending interview and/or interrogation, unless such notification would jeopardize the investigation of the case. If a conflict arises between the principal and the investigating officer in regards to a student's access for interview, the School Principal shall contact the Killeen Independent School District (KISD) Professional Standards Administrator to address the situation. School Police may conduct interviews and/or interrogations upon request of City Police.
5. School Police and City Police will develop guidelines to implement the terms and conditions of this agreement and to promote an efficient, cooperative working relationship between the two departments.
6. The City Police will not furnish personnel for duty as School Resource Officer(s), but may be employed by the School Police in an off duty capacity to assist School Police with additional police officer staffing on KISD campuses, and may provide a liaison officer to the KISD for the purposes of scheduling presentations or courses of instruction by police personnel. Presentations or courses of instruction will be based on available personnel and resources and includes; but is not limited to, the following topics:
 - a) Texas Juvenile Justice System
 - b) Alcohol, Tobacco, and Drug Prevention
 - c) Youth Curfew Ordinance

- d) Texas Traffic Laws
 - e) Personal Safety
 - f) Officer Friendly Presentations
 - g) Career Day
7. The School Police and the City Police hereby agree to concurrent jurisdiction within 1000 feet of any KISD School, within the corporate city limits of the city of Killeen.
8. The appropriate agency response within the concurrent jurisdiction boundaries shall be as follows:
- a) School Police
 - 1) Will provide traffic control for major school district events
 - 2) May enforce provisions of the Texas Transportation Code
 - 3) Will respond to disruptions or offenses occurring on school buses, if the bus driver determines there is a necessity to stop prior to reaching a school campus or school bus stop
 - b) City Police
 - 1) Will patrol city streets and provide traffic support on streets contiguous to KISD property.
 - 2) Will assist with traffic control on streets contiguous to KISD property for major school district events, if area units are available.
 - c) School Police and City Police will send backup units, when requested, if units are available.

Each party expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death to a law enforcement officer occurring as a consequence of the performance of this agreement, not due to the gross negligence, fraud, or illegality of the other party.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

These procedures may be modified in writing from time-to-time, as deemed mutually necessary by the parties. This memorandum replaces and supersedes any previous Memorandum of Understanding between the Killeen Independent School District Police Department and City of Killeen Police Department.

This Memorandum of Understanding shall automatically renew annually on the anniversary of its execution, but may not extend past five (5) years. The parties agree to review the provisions of the Memorandum of Understanding for their propriety on each anniversary of the execution of this Memorandum of Understanding.

City of Killeen

Ronald L. Olson
City Manager

Killeen Independent School District

Corbett Lawler
School Board President

Charles Kimble
Chief of Police

John Craft
Superintendent

Executed: _____

Effective: _____

Ralph Disher

Chief of Police