



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		09/10/2012			
Department:		Police Department			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): Pam Haines, ext 2538					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the Police/School Liaison Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	112,320	112,320
BALANCE		0	0	112,320	112,320
FUND(S): GENERAL FUND					
COMMENTS: Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department \$112,320 for the funding of one (1) Police Officer assigned to the School Liaison Program from October 1, 2012 through September 30, 2013.					
STRATEGIC PLAN GOAL: The reimbursement of Plano Police School Liaison Officers in FISD schools located within Plano city limits relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.					
SUMMARY OF ITEM					
This Agreement is for the period of October 1, 2012 through September 30, 2013. It is an ongoing agreement in which for the fiscal year 2012-2013, FISD is contributing 100% of the funding for one (1) Plano Police Officer assigned to the School Liaison Program.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Resolution, Exhibit "A"					



P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax 972-424-0099
<http://www.planopolice.org>

MEMORANDUM

DATE: August 24, 2012
TO: LaShon Ross, Deputy City Manager
FROM: Greg Rushin, Chief of Police *GR*
SUBJECT: Renewal of School Liaison Contract with Frisco Independent School District

The Plano Police Department has partnered with Frisco Independent School District to provide a school liaison officer at Fowler Middle School since 2006. Fowler Middle School is a Frisco Independent School District school within the Plano city limits.

School Liaison Officers (SLO) interact with students, teachers and administrators on a daily basis. They build relationships and rapport with the students to influence the students in a positive manner. The SLO is the first line of defense in major incidents that occur at the school and handle all issues that occur at the school.

Frisco Independent School District pays the entire cost of the SLO at Fowler Middle School.

I recommend that we renew the contract with Frisco Independent School District for the 2012-2013 school year.

If this position is not funded for the upcoming school year, there will be no School Liaison Officer present at the Fowler Middle School campus to support the students and staff members.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Frisco Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee, shall be authorized to execute it on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 10th day of September, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2012 between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, FISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Liaison Officers, the CITY and FISD.

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide one (1) employee who is a certified police officer for the School Liaison Program in the 2012-2013 fiscal year, to be assigned to duties described in the 2012-2013 Memo of Understanding, Administrative Guidelines, attached hereto as Attachment "1" and incorporated herein for all purposes.

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2012 and ending the 30th day of September 2013.

Subject to Section VI availability of funds, this Agreement may be renewed for subsequent fiscal years if FISD provides CITY with written intent of their desire to renew no later than June 15 preceding the fiscal year, AND if CITY provides FISD with written acceptance. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

FISD shall pay CITY the sum of \$9,360.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 100% of one (1) certified police officer provided by the CITY.

FISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a liaison officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave.

In the event CITY exercises its right to reassign one or more liaison officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than thirty (30) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between FISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of FISD employees and shall not be considered in any manner to be FISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide FISD documentation of its coverage, said coverage to meet the approval of FISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide FISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2012-2013 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to FISD shall be deemed given when delivered in person to the Superintendent of Schools of FISD or on the next business day after the mailing of said notice addressed to said FISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 6942 Maple Street, Frisco, Texas 75034

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law FISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all

expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless FISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

By:

Diane Wetherbee, City Attorney

Bruce D. Glasscock, City Manager

Frisco Independent School District

By:

Richard Wilkinson

Title:

Deputy Superintendent, Business & Operations
Frisco Independent School District

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2012 by **Bruce D. Glasscock, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2012 by Richard Wilkinson, **Deputy Superintendent, Business & Operations of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public in and for the State of Texas

MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Frisco Independent School District
School Year 2012-2013

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2012-2013:

1. The School Liaison Officer (SLO) program is provided with the understanding that each school has different needs. School Liaison Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (hereinafter called Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SLO supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SLO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with Fisd administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SLOs.
4. SLO vacancies will be filled according to the procedures of the Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SLOs at the time the vacancy occurs.
5. The Department will make every effort to minimize mandatory absences by SLOs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SLO, which will require their absence. The SLO will keep the principal informed of any of these absences when they occur.
6. Payment for SLO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to Fisd's monthly payment for services, SLOs attending school extracurricular activities at the request of principals or other Fisd staff will be compensated at the Department overtime rate by Fisd. Examples include but are not limited to attendance at athletic events and open house.
 - b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.
 - c. Attendance at other events when such attendance has not been requested by Fisd staff pursuant to 6(a), above, and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.

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Administrative Guidelines
School Year 2012-2013

7. At the end of the school year, the principal of each school having a liaison officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
8. All comments, criticisms, suggestions, and recommendations for SLO assignments or performance will be immediately referred, without delay, to the appropriate SLO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
9. The Department shall have the final authority in all criminal matters in which SLOs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
10. School administrators must realize that once the police arrive at the scene of an incident, they are in charge of that scene and will make the decisions they feel are appropriate.

Nothing in this memorandum of understanding or the contract for police liaison services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Department.

The officer's actions and options are governed by law and police department policy.

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent, Business & Operations
Frisco Independent School District

Date

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

I. PURPOSE

The School Liaison Officer (“SLO”) program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SLO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SLO will likely be the first responder to threats and emergencies. SLOs must be proficient in core police multi-contact, force-on-force skills.
- (2) SLOs will be required to complete additional training in Force on Force/Move to Contact annually.

b. Prevention

- (1) By being actively engaged with students an SLO will have an opportunity to recognize and become familiar with students’ personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SLO). This information should be forwarded to the SLO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
 - (a) Fascination with violence and weapons;
 - (b) Bullying;
 - (c) Socially withdrawn (“loners”);
 - (d) Known to have access to guns;
 - (e) Openly speaking of revenge;
 - (f) Verbalizing inability to handle stressors including those at home and school;
 - (g) Depression;
 - (h) Attempted suicide in the past, and
 - (i) Prefers TV shows, movies, games, music or other materials dealing with violent themes.¹

c. Rapport

- (1) SLOs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SLO.
 - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School principals will be notified when the SLO is away from campus during school hours.
 - (2) SLOs will maintain a high state of visibility on school campuses. Before an SLO leaves the school campus he/she should receive approval from the SLO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
 - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SLO's school campus.
 - c. SLOs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SLOs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SLO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

- p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SLO Sergeant responsibilities
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SLO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SLOs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service
- 1. SLOs are responsible for generating reports on offenses occurring at their schools. To this end, SLOs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SLO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SLO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SLO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SLOs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SLOs will not transport prisoners whenever possible; however, the SLO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SLOs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

While reasonable attempts will be made to create a strong partnership with the school districts, SLOs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

E. SLO Transfers

1. On occasion, the necessity may arise for an SLO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SLO, and police department administration.
2. As stated above, SLOs will receive their supervision from the police department. It is the responsibility of the SLO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SLO can perform.
3. If a conflict should develop between an SLO and his/her campus administrators, the SLO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SLO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SLO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SLO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SLO and the SLO's supervisors.
6. The SLO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SLO to his/her new campus and provide introductions to the SLO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SLO at any time such move is deemed to be in the best interests of the police department and the SLO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SLO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SLO assignments will be based on unit seniority.

MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Frisco Independent School District
School Year 2012-2013

The following operational guidelines are adopted for school/police operations during school year 2012-2013. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a written statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A school administrator who believes that a person on school property or at a school-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from school property or the school-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials according to discipline management guidelines.

A school administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the school administrator according to discipline management guidelines.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on school property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the student code of conduct.

3. Incident – Persons found in possession of any controlled substance on school property.

Guideline – The school administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

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Operational Guidelines
School Year 2012-2013

4. Incident – A person is found on school property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on school property.

Guideline – The school administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on school property.

Guideline – The school administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The school administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus.

Citations will not be issued for an assault on school personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The school administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline – Officers responding to the report of a bomb threat on school property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

Page 3
Operational Guidelines
School Year 2012-2013

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Frisco ISD has an active drug interdiction program. This is usually done by contract with the private sector. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures.

These guidelines are generated in an effort to provide a consistent response to the most common events occurring on campus. However, there will be instances where circumstance will dictate a different response by both officers and administrators. Both are encouraged to contact their respective supervisors with questions.

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent, Business & Operations
Frisco Independent School District

Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000

REVISION DATE: February 4, 2009

REVIEW DATE:

AFFECTS: Sworn Personnel

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
 - 1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 - 2. As needed, the interviewing officer may seek the assistance of a School Liaison Officer (SLO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SLO be responsible for the notification required above.
- B. Except as noted in Section F below, PISD policy requires a school official to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
 - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
 - 1. This directive is not intended to inhibit school liaison officers (SLOs) from investigating crimes and interviewing students or to hamper the special relationship an SLO has with his/her

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- school. That notwithstanding, an SLO who is conducting an interview of a student pursuant to an official investigation is under the same obligation to notify the appropriate school official as any other investigating officer.
2. At any time an officer becomes aware of a crime which is of a “high profile” nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SLOs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Frisco Independent School District
August 24, 2012 to August 24, 2013

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the period starting August 24, 2012 to August 24, 2013.

1. School Liaison Officers (SLOs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the liaison officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SLOs need to brief all staff members about the program. They will be told when to use the telephone tip number and when to complete a school offense report.
3. Students requesting to call the tip line telephone number while at school should be directed to the S.L.O.
4. All requests for information that pertains to a Crime Stopper tip or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing crime stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent, Business & Operations
Frisco Independent School District

Date

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

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AFFECTS: All Personnel

- b. Immediately notify Public Safety Communications personnel.
 2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

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- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
- 3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
- 4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

- 1. The primary officer will prepare an Offense report at the completion of the incident response.

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2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.