CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY
☐ Consent ☐ Regular ☐ Statutory

Council Meeting Date:	09/22/2014
Department:	Police
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 Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☒ REVENUE ☐ CIP

FISCAL YEAR: **2014-15**	**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	604,623	**604,623**
BALANCE	0	0	604,623	**604,623**

FUND(S): GENERAL FUND

COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department $604,623 for 50% of the funding for (9) Police Officers and one (1) Sergeant assigned to the School Resource Program at various PISD schools from October 1, 2014 through September 30, 2015.

STRATEGIC PLAN GOAL: The reimbursement of Plano Police School Resource Officers in PISD schools 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 October 1, 2014 through September 30, 2015. It is an ongoing agreement in which for the fiscal year 2014-2015, PISD is contributing 50% of the funding for nine (9) Plano Police Officers and one (1) Sergeant assigned to the School Resource Officer Program.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memo, Resolution and Exhibit "A"	

Plano
City of Excellence

Memorandum

Date: August 28, 2014

To: LaShon Ross, Deputy City Manager

From: Gregory W. Rushin, Chief of Police

Subject: Renewal of School Resource Contract with Plano Independent School District

Since 1983, the Plano Police Department and Plano Independent School District have engaged in a partnership to provide police presence in the schools. Officers build relationships with the administrators, teachers and students in the school. They are the first line of defense in a critical incident and they handle criminal incidents that occur in the schools.

School Resource Officers are assigned to the three Senior High Schools, five High Schools and the Special Programs facility. The cost of these nine officers, along with one sergeant to supervise the unit, is shared equally between the City of Plano and Plano Independent School District.

I recommend that we renew the contracts with Plano Independent School District for the 2014-2015 school year.

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 Plano Independent School District for the operation of the Police/School Resource Officer 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 Plano 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 22nd day of September, 2014.

_____
Harry LaRosiliere, MAYOR

ATTEST:

_____
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

_____
Paige Mims, CITY ATTORNEY

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2014, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD"). Together, the CITY and PISD shall be referred to as the “parties”.

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, PISD 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 Resource Officers, the CITY and PISD.

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 ten (10) employees who are certified police officers for the School Resource Officer Program in the 2014-2015 fiscal year, to be assigned to duties described in the 2014-2015 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment “3”.

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2014, and ending the 30th day of September 2015.

Subject to Section VI., Availability of Funds, and Section VII., Termination, this Agreement will automatically renew on October 1st of each year, for subsequent twelve (12) month periods. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

PISD shall pay CITY the sum of $50,385.00 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 50% of nine (9) certified police officers and one (1) sergeant provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a resource 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. If a resource officer is absent more than five (5) consecutive school days, the resource officer shall be replaced or payment shall be reduced on a prorated basis.

In the event CITY exercises it's right to reassign one or more resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than five (5) 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 Resource Officer 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 PISD 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 PISD employees and shall not be considered in any manner to be PISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide PISD documentation of its coverage, said coverage to meet the approval of PISD. 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 PISD 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 2014-2015 fiscal year. PISD 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 PISD shall be deemed given when delivered in person to the Superintendent of Schools of PISD or on the next business day after the mailing of said notice addressed to said PISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 2700 W. 15th Street, Plano, Texas 75075.

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 provision 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 PISD 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 PISD 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. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

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:

_____

Paige Mims, City Attorney

City of Plano

By:

_____

Bruce D. Glasscock, City Manager

Approved as to Form:

_____

Attorney for PISD

Plano Independent School District

By:

_____

Kary Cooper

Title:

_____

Assistant Superintendent/PISD

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2014 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 _____, 2014 by Kary Cooper**, Assistant Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT,** on behalf of said organization.

_____
Notary Public in and for the State of Texas

Attachment "1"

MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Plano Independent School District
School Year 2014-2015

The following administrative guidelines are adopted for the School Resource Officer program during school year 2014-2015:

1. The School Resource Officer (SRO) program is provided with the understanding that each school has different needs. School Resource 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 SRO supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SRO assigned to that school.

3. The assignment and scheduling of officers to specific campuses will be coordinated with PISD administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SROs.

4. SRO 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 SROs at the time the vacancy occurs. Where the Department's selection process includes a review or selection board, a PISD principal and a representative from PISD Safety and Security Services, if available, will be included as non-voting members of the board or panel.

5. The Department will make every effort to minimize mandatory absences by SROs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SRO, which will require their absence. The SRO will keep the principal informed in advance of such absences. The SRO will notify a campus administrator prior to leaving the campus.

6. The SROs will staff summer school as determined by the Department and PISD, together.

7. Payment for SRO activities which exceed the normal forty-hour work week will be handled as follows.

    a. In addition to PISD's monthly payment for services, SROs attending school extracurricular activities at the request of principals or other PISD staff will be compensated at the Department overtime rate by PISD. 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 PISD staff pursuant to 7(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.

8. At the end of the school year, the principal of each school having a resource officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)

9. All comments, criticisms, suggestions, and recommendations for SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO 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.

10. The Department shall have the final authority in all criminal matters in which SROs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.

11. School administrators understand that once the police arrive at the scene of an incident, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request the SRO supervisor or other department supervisor respond to the scene if a question arises as to the appropriateness of an officer's course of action.

12. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.

13. Once per semester, the SROs, SRO Supervisor, and PISD security staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.

14. A copy of the monthly SRO activity report will be forwarded to PISD security each month that regular or summer school is in session.

Nothing in this memorandum of understanding or the contract for police resource 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 the laws of the State of Texas and police department policy.

Gregory W. Rushin Date
Chief, Plano Police Department

Kary Cooper Date
Assistant Superintendent - District Services
Plano Independent School District

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991 **REVISION DATE: January 21, 2014**
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

I. PURPOSE

The School Officer ("SRO") 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 SRO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

(1) The SRO will likely be the first responder to threats and emergencies. SROs must be proficient in core police multi-contact, force-on-force skills.

(2) SROs 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 SRO 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 SRO). This information should be forwarded to the SRO 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) SROs 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.

(2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.

(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 administrators will be notified by the SRO when the SRO is away from campus during school hours.

(2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO 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 SRO's school campus.

c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs 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 SRO 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.

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. SRO 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 SRO activity.
3. Initiate scheduled visits with campus principals.
4. Inform designated school district administration personnel of notable activities of the SROs 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. SROs are responsible for generating reports on offenses occurring at their schools. To this end, SROs 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 SRO;

      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 SRO from the school;

   c. If the call will take an extended period of time, and

   d. If the SRO is, or will be, busy with other calls, talks, meetings, etc.

3. The goal is to have campus SROs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SROs will not transport prisoners whenever possible; however, the SRO 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 SROs 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

While reasonable attempts will be made to create a strong partnership with the school districts, SROs 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. SRO Transfers

1. On occasion, the necessity may arise for an SRO 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 SRO, and police department administration.
2. As stated above, SROs will receive their supervision from the police department. It is the responsibility of the SRO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SRO can perform.
3. If a conflict should develop between an SRO and his/her campus administrators, the SRO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SRO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SRO 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 SRO 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 SRO and the SRO's supervisors.
6. The SRO 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 SRO to his/her new campus and provide introductions to the SRO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SRO at any time such move is deemed to be in the best interests of the police department and the SRO program.

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

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

Attachment "2"

MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Plano Independent School District
School Year 2014-2015

The following operational guidelines are adopted for operations by and between the Plano Police Department and the Plano Independent School District ("Plano ISD" or "School") during school year 2014-2015. In all situations, Plano ISD authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer responding to an incident on a PISD campus.

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 witness 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 in accordance with the Plano ISD *Student Code of Conduct*.

   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 Plano ISD the *Student Code of Conduct*.

   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 Plano ISD *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.

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 unless a police supervisor specifically authorizes a different course of action. 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 unless a police supervisor specifically authorizes a different course of action.

   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).

    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 Plano ISD 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 – Plano ISD has an active drug interdiction program using District-owned narcotics detection canines and District handlers. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures, and these operational guidelines.

12. Incident – Incident occurs and School Liaison Officer is at another campus.

    Guidelines - The School administrator shall contact the SRO by telephone in cases where an incident occurs and the SRO is working at another campus for the day. The SRO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SRO conducting follow-up the next day they are on campus. The SRO may also determine that a nearby SRO or SRO Sergeant should respond, or the SRO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

13. Incident – PISD student located off-campus under circumstances indicating the student has recently used or is under the influence of alcohol, drugs, or other prohibited substances.

    Guidelines – Where officers locate students off-campus under circumstances indicating the student has recently used, or is under the influence of alcohol, drugs, or other prohibited substances, officers will not transport such student back to a PISD campus.

These operational guidelines are generated in an effort to provide a consistent response to the most common events occurring on Plano ISD campuses. However, there will be instances where circumstance will dictate a different response by both officers and administrators and instances that are not encompassed by these guidelines. Both officers and administrators are encouraged to contact their respective supervisors with questions regarding these operational guidelines or instances not addressed herein. Further, any decision by the Plano Police Department not to arrest or issue a citation is not determinative of any action taken by the Plano ISD under its *Student Code of Conduct*.

Gregory W. Rushin Date
Chief, Plano Police Department

Kary Cooper
Assistant Superintendent – District Services Date
Plano Independent School District

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000 **REVISION DATE: June 6, 2014**
REVIEW DATE: September 13, 2013
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 Resource Officer (SRO) 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 SRO be responsible for the notification required above.

B. Except as noted in Section F below, school policies may require school officials 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 Resource Officers (SROs) or to hamper the special relationship an SRO has with his/her school. An SRO who is conducting an interview

of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.

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. SROs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

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.

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.

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.

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.

Attachment "3"

MEMORANDUM OF UNDERSTANDING

Campus Crime Stoppers Program
Plano Police Department – Plano Independent School District
School Year 2014 - 2015

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 school year 2014 - 2015.

1. School Resource Officers (SROs) 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 resource officers can present the program to the entire student body in groups of no larger than three or four classes.

2. SROs need to train all staff members about the program. They will be told how to use the Tipsoft program and when to complete a school offense report.

3. Students requesting to leave a tip while at school should be given instructions to use Tipsoft by a trained staff member or the SRO.

4. All requests for information that pertain to Crime Stopper tips 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.

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Gregory W. Rushin Date
Chief, Plano Police Department

_____

Kary Cooper Date
Assistant Superintendent - District Services
Plano Independent School District