

Attachment “3”

MEMORANDUM OF UNDERSTANDING Plano Police Department – Frisco Independent School District Multidisciplinary Threat Assessment Team School Year 2022-2023

The Plano Police Department (“Department”) and Frisco Independent School District (“FISD”) hereby agree to adopt the following operational guidelines for the 2022-2023 school year in compliance with Senate Bill 11 and TEC 37.115.

The Department and FISD agree that controlling school violence is a community responsibility and agree to help address this problem by sharing resources and information with other community agencies.

The Department and FISD agree to establish a Multidisciplinary Threat Assessment Team (“Team”) to use research-based best practices, to assess risks and threats involving schools and provide appropriate interventions to any situation that may impact a FISD campus, employee, or student.

The Department and FISD understand their respective legal obligations when addressing students and student issues and these obligations serve as the foundation for defining the role and responsibility of both agencies. Both agencies agree that all obligations stated or implied in this Memorandum of Understanding shall be interpreted to be consistent with local, state, and federal law and within the direction as set forth in the policies and directives of both agencies.

The Department and FISD agree that the Team and Team members will have the following responsibilities:

1. To use research-based best practices to develop a threat assessment process to assess and report on individuals who make threats of violence or exhibit harmful, threatening, or violent behavior;
2. To attend and complete all required Team member training required by law and by Team directives;
3. Make reports to the Texas Education Agency as required by law;
4. Meet regularly to consult on cases that have been submitted for review;
5. Keep the appropriate department personnel advised of the Team’s activities, as necessary, and in a manner that accurately reflects the Team’s purpose;
6. Report to the Team any situations regarding conflicts of interest between the business of the Team, the member, or with the member’s organization;
7. Strictly comply with matters of confidentiality in a manner consistent with the members own agency policies and directives in dealing with confidential material;

8. To be sensitive to other participating agency issues, such as jurisdiction, chain of command, agency business, and media and public perception.

The parties desire and agree to share information relevant to the Team's purpose under this MOU or in connection with the duties of law enforcement during the term of this MOU. This also includes the sharing of all information relating to any person whom the Team reasonably believes presents a substantial threat to him/herself or another person. Accordingly, the parties expressly agree that:

1. The Department will share any and all information, to the extent permitted by law that is needed to assist the Team in carrying out its purpose under this MOU. The Department shall not be required to share information which, in the sole judgment and discretion of the Chief of Police, may impede an on-going investigation, the apprehension of a suspects, or which, if shared, would itself result in endangering person or property. Any information shared by the Department with the Team shall be treated as confidential except when necessary to release for the following reasons; to other law enforcement entities for a law enforcement purpose, release to a third party as required by law (including, but not limited to, pursuant to requests made pursuant to the Texas Public Information Act), or when authorized in writing by the Chief of Police.
2. Fisd will share with the Team all information, to the extent permitted by law, to assist the Team in carrying out its purpose under this MOU, including all relevant information in its possession relevant to the Team's investigation of suspected or known criminal activity. Any information shared by Fisd with the Team shall be treated as confidential and, except when necessary to release for the following reasons; to other law enforcement entities for a law enforcement purpose, release to a third party as required by law (including, but not limited to, pursuant to requests made pursuant to the Texas Public Information Act), or when authorized in writing by the Superintendent or authorized designee. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA] 20 USC 1232g, et seq.), is provided to a member of the Team, the Team agrees not to disclose such information to any other party, without prior consent of the parent, or as otherwise required by law.

The term of this MOU shall be for a period of one (1) year, effective upon the date of the last signature and shall be renewed annually unless otherwise terminated by one or both parties. Any party may terminate its participation in this MOU for any reason by giving thirty (30) days written notice to the other party.

To the extent allowed by law, Fisd does hereby agree to waive all claims against, release and hold harmless the City of Plano, Texas, ("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 MOU.

To the extent allowed by law, the 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 MOU.

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 expressly agree that nothing in this MOU shall be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities.

Nothing in this MOU shall be construed as conferring any rights or benefits to any third party who is not a party to this MOU.

Each party represents and covenants that it shall be solely responsible for its respective financial obligations and liability in connection with this MOU. Any expenses incurred by a party hereunder shall constitute operating expenses of such party, payable from funds annually budgeted and appropriated therefore, and that such expenses shall be paid only from current revenues legally available.

The obligation and undertakings of each of the parties to this MOU are and shall be performed in Collin County, Texas. The validity of this MOU and any of its terms and provisions, as well as the right and duties of the parties shall be governed by the laws of the State of Texas.

This MOU embodies the complete understanding of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties and relating to the matters in this MOU.

In the event any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions, and the MOU shall be construed as if valid, illegal, or unenforceable provision had never been contained in this MOU.

Nothing in this MOU, or any other attachment, shall be construed to affect, alter, or modify the immunity of any party under the Texas Civil Practice and Remedies Code.

Ed Drain
Chief, Plano Police Department

Date


Todd Fouche
Deputy Superintendent for Business Services
Frisco Independent School District

Date

9/13/22