

Memorandum of Understanding

Between

The San Diego Police Department

and

The San Diego Unified School District Police Department

Regarding

Police Services on School District Property

and

Students under School District jurisdiction (to and from school)

FY 2014-2016 / Revised 07/31/14

I. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to establish cooperative guidelines between the San Diego Police Department (SDPD) and the San Diego Unified School District Police Department (SDUSDPD) regarding police service on School District property, or when students are not on school sites but still fall under the jurisdiction of the School District (e.g., travelling to and from school, attending off-site school sponsored functions, etc). The goal of this MOU is to facilitate best practice law enforcement cooperation to protect life, property, and a healthy learning environment for all students.

II. AUTHORITY, JURISDICTION AND DUTIES:

The San Diego Unified School District (SDUSD) has established its own police department (San Diego Unified School District Police Department—SDUSDPD) as authorized by Education Code section 38000. Education Code section 38000(b) states that the governing board of a school district may establish a school police department under the supervision of a school chief of police and, in accordance with Chapter 5 (commencing with Section 45100) of Part 25, may employ peace officers, as defined in subdivision (b) of Section 830.32 of the Penal Code, to ensure the safety of school district personnel and pupils, and the security of the real and personal property of the school district. Members of a school district police department, when duly sworn, are also peace officers for the purpose of performing their duties of employment pursuant to Penal Code section 830.32.

The primary duty and jurisdiction of SDUSDPD is as follows:

1. Crimes committed against district students on or near district property, or while attending school sponsored events, or while traveling directly to and from school and/or a school sponsored event.
2. Crimes committed against district employees or the general public on or near district property.
3. Crimes committed against district property.
4. Crimes committed by students, district employees or the general public on or near district property.

SDUSDPD generally does not field units during evenings, weekends and most holidays. SDPD shall respond during those dates/times.

SDUSDPD shall refer the following criminal cases to SDPD for investigation:

- Homicide (Penal Code [PC]187 and related)
- Officer involved shootings (SDPD to complete the criminal investigation only; SDUSDPD shall complete a parallel administrative investigation)
- Sex offenses or lewd acts against children (PC 288 and related)
- Child abuse (PC 11164 and related)
- Child abduction (PC 278 and related)
- Rape (PC 261)
- Missing persons and runaway juveniles
- Auto theft (Vehicle Code 10851)
- Hit and run (Vehicle Code 20001-20002)
- Arson (PC 451)
- Possession of explosive or destructive devices
- Injury traffic collisions

SDUSDPD personnel are mandated reporters when any of the above incidents are brought to their attention. Upon being notified of an above-related incident, SDUSDPD dispatch, officers, and/or supervisors shall immediately contact SDPD dispatch, along with the appropriate SDPD division. SDUSDPD officers/detectives may complete preliminary and/or supplemental police reports, but only after consultation with the appropriate SDPD personnel.

III. OPERATIONAL PROCEDURES:

SDUSDPD will make concerted efforts to handle all calls for police service related to its primary duties and jurisdiction. SDUSDPD may request SDPD to assist with routine calls for service when no units are available. Conversely, SDUSDPD may assign officers to assist SDPD with major non-school related incidents in compliance with countywide law enforcement mutual aid agreements signed by the San Diego County Police Chiefs and Sheriff's Association. Furthermore, SDUSDPD has sergeants and officers serving as trained members of the countywide Mobile Field Force (MFF). SDUSDPD MFF members shall deploy to countywide law enforcement events as requested.

SDPD and SDUSDPD shall be responsible for completing criminal investigations initiated by their respective agency. Cases should generally not be routed to the other agency for follow-up unless special circumstances are present; exceptions regarding the exchange of follow-up investigations may be mutually agreed upon between supervisory personnel from each agency. Each agency is responsible for forwarding appropriate cases to the District or City Attorney for criminal prosecution.

SDUSDPD and SDPD agree that child abuse crimes are an exception and that the SDPD Child Abuse Unit is the primary law enforcement agency responsible for the investigation of all child abuse cases occurring on or off campus involving staff members and students, and off campus involving parents, guardians and students in which an abuse or molest has been alleged. This is in accordance with California Penal Code Section 11165.14., which states in part: The appropriate local law enforcement agency shall investigate a child abuse complaint filed by a parent or guardian of a pupil with a school or an agency specified in Section 11165.9 against a school employee or other person that commits an act of child abuse.

The SDPD and SDUSDPD also agrees that, per California State Law, SDUSDPD are mandated reporters of child abuse and will accept and prepare initial crime reports of allegations made to them by students claiming to be victims of abuse by SDUSD employees, parents or guardians. Those initial reports taken by a SDUSDPD shall be forwarded to the SDPD Child Abuse Unit prior to the end of the business day, or as soon as reasonably possible via fax or hand delivered.

When SDUSDPD becomes aware of any student alleging to be a victim of abuse caused by an SDUSD employee, and who has sustained visible or serious physical injuries, or claims to have been molested by a SDUSD employee, the SDUSDPD will immediately contact the SDPD Child Abuse Unit on-call sergeant and request assistance.

Both agencies shall continue to exchange information to ensure accurate reporting. All officers responding to an incident shall complete an ARJIS-9 police report when requested by supervisors from either agency.

SDPD will serve as the custodian of original records for all SDUSDPD citations, field interviews, juvenile contacts, and arrest and crime reports prepared by SDUSDPD in compliance with SDPD policy and procedures. SDUSDPD will ensure delivery of documents to SDPD Records Division. SDUSDPD documents must follow all rules and regulations of SDPD reports and will be processed the same as SDPD.

When SDUSDPD delivers evidence to SDPD, personnel shall ensure the maintenance and proper chain of custody, and shall impound evidence at SDPD in compliance with all SDPD guidelines. SDUSDPD evidence related to a crime that is impounded at SDPD shall be protected in compliance with all SDPD policies and procedures.

IV. PRE-PLANNED SCHOOL RELATED EVENTS:

The following policies and procedures are agreed upon to facilitate coordination and response to preplanned school-related events:

1. SDUSDPD and SDPD will share information received regarding potential events on/near any school district facility with student leaders, parents, site administrators and the community, but only to the extent that it does not jeopardize any planning or police response.
2. SDUSDPD and SDPD will gather intelligence and share any information relevant as the pending event approaches. Each agency's designated supervisors shall work through their respective chain of command to ensure tactical operation plans, community events,

public relation events, etc., are prepared in a cooperative fashion that best serves the need of both agencies and the operation at hand.

3. If a contingency plan is warranted, SDPD and SDUSDPD will meet in advance to decide which agency shall take the lead in developing said plans. All involved agencies shall be informed of proposed changes or additions. After receiving input from all agencies, the coordinating agency may amend the developed contingency documents.
4. SDUSDPD and SDPD supervisory personnel shall coordinate to determine which agency shall perform the duties of "Press Information Officer (PIO)." Generally, but not always, the PIO will come from the agency conducting the primary incident management or criminal investigation. If the event involves a school site, the school principal or site administrator will decide whether media will be allowed onto the site.
5. SDUSDPD officers and SDPD Juvenile Service Team officers will generally be used on a school campus during a school-related event, unless the contingency plan calls for additional officers.
6. Officers on scene shall report accurate observations to the pre-identified agency supervisors as listed on the approved plan.
7. SDPD area patrol units shall not respond to any school related event unless directed by appropriate supervision.
8. If a pre-planned event escalates, or a large number of people are involved, the pre-identified supervisory personnel from each agency shall utilize a unified command format (following NIMS and ICS protocols) to identify and summon additional resources from each agency, or from outside organizations (e.g. County Probation, Fire/EMS, the Red Cross, specialty investigative units, etc).

V. SPONTANEOUS SCHOOL RELATED INCIDENT:

1. If the spontaneous incident is non-violent, the school administration, in consultation with SDUSDPD personnel, shall decide what resources are available and consult with the supervisor.
2. A SDUSDPD supervisor shall make an initial decision regarding a law enforcement response based upon his/her knowledge of the incident, School District policies, and School Police resources. If the incident is outside the scope of SDUSDPD resources, there is significant threat to human life or property, or the SDPD and/or SDUSDPD supervisor determines that the incident is critical in nature requiring a Unified Command structure, the SDUSDPD supervisor may relinquish command and control to the SDPD supervisor who shall assume the role of incident commander, but shall remain on scene with necessary SDUSDPD personnel to provide assistance.
3. SDUSDPD and SDPD Juvenile Service Team officers responding to the scene will report to the incident commander for direction. The field commander will evaluate whether an

imminent threat to life or property exists. Officers should take appropriate action to protect life and property. Should immediate action be deemed unnecessary, officers will observe, monitor and report accurate information to supervision.

- 4 Incidents which leave a school site and migrate into the community may be handled by SDPD with assistance from SDUSDPD if requested. Again, it will depend on the totality of the circumstances and communication between the SDPD and SDUSDPD supervisors on scene as to which agency is best equipped to lead the response.

VI. SURVEILLANCE CAMERAS:

The San Diego Unified School District maintains video systems at school sites (currently over 1,100 cameras, and growing) to improve safety and security. The video systems are used by School Police dispatchers to visually monitor alarms, alerts, and other activity to improve the response of SDUSDPD and SDPD officers, as well as student behavior.

Some of these cameras provide visibility into public areas around the schools, including joint-use fields, intersections, bus stops, etc., that are of primary interest to SDPD patrol operations. The video system contains a recording device maintained solely by San Diego Unified.

SDPD dispatchers and police officers have been granted viewing rights to San Diego Unified's cameras for the purpose of reacting to crimes in progress and other reported safety issues on our school sites, and throughout the community where cameras offer a view.

SDPD personnel shall not use camera access for anything other than said purposes. Any viewing of confidential student information (as outlined in the Family Educational Rights and Privacy Act—FERPA), shall be considered incidental, and SDPD personnel shall treat such information as confidential and not maintain such information unless it becomes part of a criminal investigation. SDUSDPD will provide digital copies of video upon request when SDPD personnel are investigating specific criminal activity.

Given that the video system utilizes District technologies (including bandwidth), SDPD understands that the use of such will be monitored and prioritized based upon San Diego Unified's usage and need at school sites and central offices, and any use by SDPD will be prioritized after the District's needs are met. San Diego Unified reserves the right to limit SDPD's access to the video system depending upon usage and system capacity given the District's priorities and need to ensure access for District purposes before granting access to SDPD. San Diego Unified will maintain final approval of any and all access provided to SDPD.

VII. LIABILITY:

SDPD and SDUSDPD acknowledges that this MOU is between two independent law enforcement agencies, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. For tort liability purposes,

neither participating agency shall be considered the agent of the other. Each participating agency shall, to the extent possible under federal and state law, assume financial responsibility for any liabilities from acts or omissions of its own employees acting pursuant to this MOU.

VIII. TRAINING AND EXERCISES AT SDUSD SCHOOL SITES

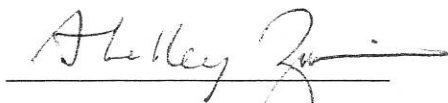
The SDUSD has always benefited from outside law enforcement agencies (especially SDPD) providing various types of legal and safety training to our students, staff, and parents. Ensuring school safety is a regional effort that is constantly improved by the diversity of those willing to share a specific expertise.

Prior to conducting any formal training and/or exercises on an SDUSD site (specifically those directed at school staff), SDPD and SDUSDPD divisional command staff shall work together to ensure curriculum is consistent with SDUSD policies and procedures. The SDUSD and SDUSDPD retain the right to deny any trainings and/or exercises.

This directive is not intended to interfere with the daily work of SDPD's Juvenile Service Team—specifically their efforts directed at students.

VIII. CONCLUSION:

This MOU shall be in effect for two years from the date executed below. This MOU may thereafter be extended for a one-year term by written agreement of both agencies. SDPD or SDUSDPD may request a meeting at any time during this time period to discuss, clarify and/or request changes/modifications to the terms of the document. If it is determined that modifications are necessary, such modifications shall be made and appropriately executed by authorized representatives from each agency. Both agencies shall work with SDUSD officials and community members to ensure clear understanding of all roles and responsibilities.



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