

Appendix B

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN DIEGO POLICE DEPARTMENT
AND
SAN DIEGO CITY SCHOOLS POLICE DEPARTMENT
REGARDING POLICE SERVICES ON CITY SCHOOLS**

I. PURPOSE

The purpose of this Memorandum of Understanding [MOU] is to establish guidelines and procedures for the San Diego Police Department [SDPD] and the San Diego City Schools Police Department [SDCSPD] to provide response to incidents occurring on San Diego Unified School District campuses. The goal of police response to incidents involving individuals on school campuses is to preserve life and property in a manner, which promotes to the fullest extent possible community and officers' safety.

II. AUTHORITY; JURISDICTION AND DUTIES

The San Diego Unified School District has established its own police department, San Diego City Schools Police Department [SDCSPD], pursuant to the authority set forth in California Education Code section 38000. The primary duty of a school district police department is to ensure the safety of school district personnel and students and the security of the real and personal property of the school district. Members of a school district police department, when sworn, are peace officers, for the purpose of carrying out their duties of employment, pursuant to Penal Code Section 830.32. Education Code section 380000(a) states that a school district police department is supplementary to city and county law enforcement agencies and is not vested with general police powers.

SDCSPD's primary duty is to respond to and investigate all crimes, including infractions, misdemeanors, and felonies, as set forth below with exceptions also set forth herein:

1. Crimes committed by or against district students, employees, or the general public, on or near district property, during regular school hours 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 property.

SDCSPD generally does not field units during evenings and weekends. SDPD will generally respond during those times.

SDCSPD shall refer all of the following criminal cases to SDPD for investigation:

- Murder (Penal Code [PC] §187)
- Sex offenses or lewd act against child (PC §288)

- Unlawful oral copulation (PC §288)
- Child abduction (PC §278)
- Missing persons
- Auto Theft (Vehicle Code [VC] §10851)
- Rape (PC §261)
- Child abuse (PC §273a)
- Hit and run (VC §§20001-20002)
- Arson (PC §451)
- Possession of explosive or destructive devices (PC §12303)
- Runaways (initial report only)
- Injury traffic collisions

Under certain circumstances, persons may approach SDCSPD officers with information involving the aforementioned crimes. The SDCSPD officers will take whatever information they are able to obtain including events, dates, times, victim names, witness names and forward this information immediately to the San Diego Police Department.

III. INVESTIGATIVE PROCEDURES

SDCSPD will make every effort to handle calls for police service, which falls within its jurisdiction and duties. In the event, SDCSPD needs assistance, SDPD should be contacted and will respond to calls for service on or near school district property, as SDPD would respond to any other type of call for police service.

SDCSPD shall be responsible for the follow-up investigation for crimes falling within its jurisdiction, as defined on page one, unless assistance from SDPD is requested. Cases shall not be transferred from one agency to the other for follow-up investigation without supervisory approval. Approval will be based on the totality of the circumstances and in consideration of the goal of successful disposition of the case.

Both agencies will exchange information to ensure accurate reporting. All officers responding to an incident shall write ARJIS-9 when requested to do so by supervisors of either agency.

SDPD will be the custodian of original records for all citations, field interviews, juvenile contacts, and arrest and crime reports prepared by SDCSPD. SDCSPD will comply with SDPD's policies and procedures regarding report preparation and delivery. SDCSPD will ensure timely delivery to SDPD Records Division of all documents to meet the filing deadlines of the San Diego Superior Court. SDCSPD documents will be processed in the same manner as SDPD records.

When SDCSPD delivers evidence to SDPD they will ensure the maintenance of the proper chain of custody and shall impound evidence at SDPD in a manner consistent with SDPD policies and procedures. Evidence related to a crime that is to be impounded at SDPD shall be protected in compliance with all SDPD policies and procedures.

IV. PLANNED SCHOOL-RELATED EVENTS

The following policies and procedures are agreed upon to facilitate coordination for planning and responding to planned school-related events.

1. SDCSPD and SDPD will share information received regarding potential incidents on or near any school district facility with student leaders, parents, site administrators and the community to the extent that it does not jeopardize any planning or police response.
2. SDCSPD and SDPD will gather intelligence and share information as an incident approaches. Each agency's Service Area Lieutenant will work collaboratively in preparing a response.
3. It shall be the responsibility of each Service Area Lieutenant to notify his or her respective supervisors immediately of any anticipated event, which may require a police response.
4. If a contingency plan is warranted and time permits, SDPD and SDCSPD will collaborate in the development of the plan. All involved agencies will be informed of any changes or additions to this plan.
5. SDCSPD will coordinate with SDPD to decide which agency would be the appropriate agency to provide a Press Information Officer [PIO]. In the event an incident involves a school site, the school principal or site administrator will decide if media will be allowed onto the site.
6. SDCSPD officers and SDPD Juvenile Service Team officers will generally be used on school campus during a school-related event unless the contingency plan calls for additional officers.
7. Officers on scene will report accurate observations to the incident commander who will be identified in the plan.
8. SDCSPD and SDPD area patrol units will not respond to any school-related incident unless directed to do so by the incident commander.
9. If the incident commander determines, through intelligence gathered, that an incident has escalated or a large number of people/resources are involved, a Service Area Lieutenant from each agency, as well as a Community Relations Officer from SDPD will respond to the scene or a designated command post (in this circumstance, SDPD will assume the role of incident commander). The Community Relations Officer will assist the PIO with media relations as directed by the incident commander. Each Service Area Lieutenant will coordinate each agency's response to the incident, and they will do this through an incident commander when one has assumed this role.

V. SPONTANEOUS SCHOOL-RELATED EVENTS

1. If the event is non-violent in nature, the school administration shall consult with SDCSPD to determine what resources are available. If necessary, school administrators and SDCSPD may consult with a SDPD supervisor.
2. A SDCSPD supervisor will make an initial decision regarding response based upon his or her knowledge of the incident, School District policies, and School Police resources. If the incident is outside the scope of SDCSPD resources, there is significant threat to human life or property, or the SDPD supervisor is made aware of the incident and makes a determination the incident is critical in nature, the SDCSPD supervisor shall relinquish the overall decision-making process to the SDPD supervisor, who shall then assume the role of the incident commander.
3. A SDPD Patrol supervisor or Juvenile Service Team supervisor will be dispatched to a school-related event that requires immediate police intervention. Supervisory personnel from both agencies will keep the site administrators and their respective agencies notified of decisions, whenever possible.
4. SDCSPD and SDPD personnel responding to the scene will report to the incident commander for direction. The incident commander is responsible for evaluating the situation and giving appropriate direction to SDCSPD and SDPD officers.
5. Non-emergency enforcement action should be at the direction of the incident commander. If non-emergency enforcement actions require a contingency plan, SDPD and SDCSPD supervisors will coordinate with the school site administration to prepare the plan.
6. Incidents that originate at a school site but then extend into the community will be handled by SDPD, with assistance from SDCSPD if requested.

VI. LIABILITY

SDPD and SDCSPD acknowledge that this MOU is by and between two independent 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 arise from the acts or omissions of its own employees of its own employees acting pursuant to this MOU.

VII. TERM

This MOU shall be in effect for one year from the date executed below. This MOU may thereafter be extended for one-year terms by written agreement of both agencies. SDCSPD and

SDPD representatives shall meet and confer at least once per year, or more frequently if deemed necessary, to review the terms of this MOU. If it is determined that modifications are necessary, such modifications shall be made and appropriately executed by authorized representatives from each agency. Both agencies will work with school administrators and community members to ensure clear understanding of all roles and responsibilities.

/s/ William M. Lansdowne
William M. Lansdowne, Chief of Police
San Diego Police Department

/s/Don Braun
Don Braun, Chief of Police
San Diego City Schools Police Department

1/6/06
Date

1/8/06
Date