

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SAN JOSE
AND SAN JOSE UNIFIED SCHOOL DISTRICT REGARDING POLICE SERVICES ON
SCHOOL CAMPUSES**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this 8th day of August 2019 by and between the City of San Jose, (CITY) and the San Jose Unified School District (DISTRICT).

RECITALS

WHEREAS, CITY and DISTRICT desire to enter into an AGREEMENT for the purpose of defining the terms and conditions governing the use of police officers of the San Jose Police Department (SJPd) on DISTRICT middle and high school campuses;

NOW, THEREFORE, the parties hereby agree as follows:

SECTION I. BACKGROUND

The DISTRICT desires to have access to police services on school campuses for the purpose of maintaining a safe and secure environment for students, staff and community members. The parties acknowledge that the specific fiscal arrangements and contractual terms and conditions that govern the provision of services by San Jose Police Officers who are employed as private security guards by the DISTRICT off-duty from their primary employment with the CITY under the San Jose Police Department's Secondary Employment Program with the approval of the CITY pursuant Penal Code Section 70(c) and San Jose Municipal Code Chapter 8.16 is governed by contract terms authorized under San Jose Municipal Code Chapter 8.16 and not by this MOU. For purposes of this MOU, San Jose Police Officers who are employed by the DISTRICT as private security guards (Campus Police Officers) are subject to rules and regulations of the CITY. Moreover, it is the intention of the parties that all other San Jose Police Officers who respond to DISTRICT property during their regular, on-duty hours of employment with their primary employer, the City of San Jose, will also be governed by the principles and

guidelines stated in this MOU. Both parties agree that the safety and wellbeing of children are the highest priorities.

SECTION 2. **PURPOSE**

The purpose of this MOU is to establish principles and guidelines governing the relationship between the DISTRICT and the CITY regarding the provision of SJPd law enforcement on DISTRICT middle and high school campuses.

The parties agree that there are four primary purposes for having police services on school campuses. They are to:

1. Maintain a safe and secure campus from intruders;
2. Preserve life and property in a manner which promotes community;
3. Develop positive relationships with students;
4. Support DISTRICT staff in the securing and transporting of prohibited confiscated items that are illegal to have on campus under California State law.

SECTION 3. **ROLES AND DUTIES**

CITY'S Law Enforcement Roles and Duties:

1. Law enforcement services may be provided either by a police officer who is on-duty with CITY, or by a Campus Police Officer (as defined above in Section I of this MOU).
2. The police officer is first and foremost a law enforcement officer of his or her primary employer, the CITY. The police officer shall be responsible for carrying out all duties and responsibilities of an officer as prescribed by state law and shall remain at all times subject to SJPd and CITY.

3. Campus Police Officers may be used for the disposal of contraband associated with infractions such as having cigarettes or marijuana on campus.
4. All police officers will adhere to the terms of the March 24, 2017, SJPD Chief's Memorandum # 2017-016 Re: Diversion for Juveniles on High School Campuses. Whenever possible, services such as counseling shall be offered in lieu of issuing a criminal citation to a minor.
5. SJPD officers who have completed the SJPD's School training will generally be employed as Campus Police Officers during normal school hours or school-related events, unless officers who have completed the training are not available or a contingency plan calls for additional officers.

DISTRICT responsibilities:

1. School officials will ensure that student disciplinary matters remain the responsibility of school staff and not the police officer. Enforcement of the code of student conduct is the responsibility of teachers, school staff, and school administrators. The police officer will refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of criminal law, or are criminal violations eligible for diversion. A police officer is not a trained counselor or educator, and will not act as such.
2. The DISTRICT will maintain full, final, and plenary authority over curriculum and instruction in the DISTRICT, including the instruction of individual students.
3. Instruction is the responsibility of the classroom teacher, and SJPD and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction.

4. DISTRICT may, at its own initiative, and at its own cost, provide training to campus police officers on topics that it considers to be beneficial to the relationship Campus Police Officers will have with students and staff.
5. The DISTRICT, pursuant to the authority set forth in the California Education Code, has the primary duty to address student discipline, issue appropriate consequences, provide appropriate student support, and/or provide referrals to law enforcement/probation on criminal matters as required by law.
6. Pursuant to the California Education Code, the DISTRICT's jurisdiction over student discipline extends to discipline related to a school activity or school attendance that occurs at any time, including, but not limited to, any of the following:
 - a. While on school grounds;
 - b. While going to or coming from school;
 - c. During the lunch period whether on or off the campus; and
 - d. During or while going to or coming from a school sponsored activity.
7. The DISTRICT shall confer with police officers who respond to and investigate student behaviors that constitute criminal violations that are not eligible for diversion.
8. At the request of SJPd, as part of a criminal investigation, the DISTRICT will make available any information they have acquired through their separate and thorough investigation, including but not limited to events, dates, times, suspect names, victim names, and/or witness names.

The parties shall ensure that the respective individuals assigned to the school campuses and responsible for the implementation of this MOU are provided a copy of the MOU and are informed of the contents of this MOU and their duty to implement it.

SECTION 4. **DRESS CODE**

All Campus Police Officers who work secondary employment at any school may do so in full SJPd uniform or in the approved school uniform, as described in the SJPd Uniform and Equipment Manual, at the discretion of the DISTRICT.

SECTION 5. **PLANNED SCHOOL-RELATED EVENTS**

The following policies and procedures are agreed upon to facilitate coordination for planning and responding to planned school-related events. Planned school-related events are those events sponsored by the school, such as football, basketball, soccer games, or other school sports events; school dances, graduations or other school-related events where the DISTRICT may request a Campus Police Officer to provide security.

1. Police Officers may share information received with the DISTRICT regarding potential incidents on or near any DISTRICT facility or campus to the extent that it does not jeopardize any planning or police response.
2. Police Officers may gather intelligence and share information for a planned school-related event. The parties will work collaboratively in preparing a response.
3. In the event of a crisis and a contingency plan is warranted and time permits, SJPd and the DISTRICT will collaborate in the development of the plan. All involved parties will be informed of any changes or additions to this plan.
4. The DISTRICT shall coordinate access onto school property.

SECTION 6. **RESPONSE TO EMERGENCIES**

1. In response to a non-violent criminal incident, the DISTRICT shall consult with SJPd to develop a contingency plan and response.

2. Unless the incident involves criminal activity or an emergency where police resources in addition to the Campus Police Officer are desirable, the DISTRICT shall make an initial decision regarding the need for a police response based upon knowledge of the incident, the DISTRICT's policies and resources, and consultation with SJPd School Liaison Unit Supervisor, if necessary. If the incident is outside the scope of the DISTRICT's resources, or there is a significant threat to human life or property, or the SJPd is made aware of the incident and makes a determination the incident is critical in nature, the DISTRICT shall relinquish the overall decision-making process to SJPd, who shall then assume the role of the incident commander.
3. SJPd personnel responding to the scene will strive to keep the DISTRICT informed of decisions and status.
4. Incidents that originate at a school site that extend into the community will be handled by SJPd.

SECTION 7. **COMPLAINTS**

DISTRICT and SJPd shall each provide notification to the community of the available complaint processes in the event that a parent, student, member of the public or an employee of the DISTRICT wishes to file a formal complaint against a Campus Police Officer.

SECTION 8. **TERM**

This MOU shall be in effect for one year from the date executed above. This MOU may thereafter be extended for one-year terms by written agreement of SJPd and the DISTRICT.

DISTRICT and SJPd 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 in writing by authorized representatives from DISTRICT and SJPd. Parties may mutually agree to forgo the annual meet and confer by written acknowledgement of representatives of both parties.

SECTION 9. TERMINATION

Either Party may terminate this MOU with or without cause on sixty days advance written notice.

SECTION 10. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES

This MOU constitutes the entire understanding of the parties. The Provider's signatures below signify both an understanding and acceptance of the MOU provisions.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.


APPROVED AS TO FORM:

"CITY"
CITY OF SAN JOSE, a municipal
corporation

CARL B. MITCHELL
Senior Deputy City Attorney

LELAND WILCOX
Chief of Staff, Office of the City Manager

"DISTRICT"
SAN JOSE UNIFIED SCHOOL DISTRICT,
a California School District



NANCY ALBARRAN
Superintendent