

CITY AGREEMENT NO. _____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PASADENA AND
THE PASADENA UNIFIED SCHOOL DISTRICT FOR POLICE SERVICES ON SCHOOL
CAMPUSES WITHIN THE CITY OF PASADENA**

I. PREAMBLE

A. The City of Pasadena (City) and the Pasadena Unified School District (School District) entered into a Memorandum of Understanding (MOU) September 13, 2006 (City Agreement #19,207). The MOU provided operational guidelines for police services provided to the High School campuses within the City. The existing MOU has proven to be beneficial to the City and the School District.

B. The City and School District subsequently included an addendum to the original MOU July 31, 2008 (City Agreement #19,704) which extended police services to the Middle School campuses within the City.

C. The mission of the Police Department Safe Schools Team will be to help PUSD maintain a safe and secure environment for children attending high schools and middle schools within the City of Pasadena.

D. The Safe Schools Team will combine outreach and enforcement to build relationships with students to create partnerships with campus administrators, and to provide an enhanced educational atmosphere for Pasadena youth attending Pasadena public schools.

II. TERMS AND CONDITIONS

A. PURPOSE OF MOU

The purpose of this Memorandum of Understanding (MOU) is to reaffirm and establish the current relationship between the Pasadena Police Department and the School District regarding police services and the evaluation of same on High School and Middle School campuses within the City of Pasadena. This MOU shall supersede the provisions of City Agreements 19,207 and 19,704 referenced above.

This MOU shall in all respects be subject and subordinate to the provisions of the Pasadena City Charter, the Pasadena Municipal Code and statutory provisions of the Federal Government and the State of California in effect.

Police Services provided by the City to the School District through this MOU will continue and remain effective upon approval of this MOU, and will be provided to those campuses Monday through Friday, whenever school is in session. Hours of service each day will vary and will be established by the Pasadena Police Department

based on staffing levels, calls for service and other related criteria affecting the balanced application of police services.

B. DURATION OF MOU

This MOU is effective on July 30, 2013, and remain in effect, terminable at will, with or without cause, upon written notice by either party and shall remain in effect for five (5) years from the effective date, with an annual review.

III. CITY OF PASADENA RESOURCES

- A. At the direction of the Pasadena Police Department Chief of Police, personnel from the Police Department, at the sole cost of the City of Pasadena, will be assigned to provide policing services to School District high school and middle school campuses located within the city limits of Pasadena.
- B. Police Department personnel providing these services will report through the Police Department chain of command and report directly to Police Department supervisors.
- C. Police Department employees will not supervise School District employees.

IV. SAFE SCHOOLS TEAM

- A. Officers assigned to the School District campuses will herein be referred to as the Safe Schools Team (SST). This team will consist of the following members, but is not a guarantee of minimum staffing for the SST at any specific time. The composition of the team may be altered by the Chief of Police at his/her sole discretion at any time, and for any reason.
 - 1. The Police Commander of the Field Operations Division (FOD) will oversee the Safe Schools' program. The FOD commander will be responsible for all aspects of the services rendered to the School District and will report directly to the Chief of Police.
 - 2. A Police Lieutenant will be assigned to manage and oversee the day-to-day operations of police services to the school campuses. The lieutenant will liaison between the City and the School District.
 - 3. A Police Sergeant will supervise the field activity, investigations, and other related functions of SST personnel assigned to the School District campuses.
 - 4. Investigations occurring on high school and middle school campuses within the City of Pasadena or those initiated by the Safe Schools Team that require follow up will be assigned to the Pasadena Police Department's Criminal Investigations Division, Detectives Section.

5. Six Police Officers will be assigned to Safe Schools Team (SST) to provide basic services to the High School and Middle School campuses within the City of Pasadena.
- B. The Chief of Police will have the sole and absolute discretion to approve the selection of personnel assigned to the Safe Schools Team.
- C. SST will work directly with the School District campus administration, but report through the Pasadena Police Department's chain of command to the Chief of Police.
- D. SST Supervision will coordinate training for PUSD security personnel and/or their agents. Safe Schools Team personnel will conduct two training sessions during the regular school year during which personnel assigned as PUSD security are mandated to attend.
- E. SST Supervision will coordinate with PUSD administrators and staff to conduct training designed to enhance understanding of procedural processes relative to investigations and arrests that may occur on school campuses.
- F. SST officers will not respond to calls of discipline problems involving students. School administration will be responsible for handling these issues except those issues where administrators will call law enforcement as required by Ed Code 48902. However, police officers assigned to the school campuses may participate in dispute resolution on a case-by-case basis.

V. CITY OF PASADENA RESPONSIBILITIES

- A. Incidents involving allegations of criminal behavior that occur on the grounds of the School District high schools and middle schools that are located in the City of Pasadena will be the responsibility of the Pasadena Police Department when called by campus administrators.
- B. Pasadena police shall use best efforts to handle law enforcement-related issues that are not school-related outside of school. Mandatory Law Enforcement Notification by school administration, per Education Code 48902.
- C. Accordingly, the focus on school campuses will be the fostering of police-student relationships, conflict resolution between students and the building of a safe atmosphere on each campus.
- D. SST will attempt to give priority to calls for service to incidents occurring on the high school and middle school campuses within the City of Pasadena. SST Officers will attempt to prevent and mitigate issues before they occur. SST officers will provide conflict resolution between students and defer to school administration. The approach to dealing with criminal conduct is intended to facilitate the creation of an atmosphere that promotes safety and education.

- E. Through mutual agreement, the Police Chief will communicate activity reports summarizing Safe Schools Team officers' activity directly to the School District Superintendent.
- F. The Police Commander of the Field Operations Division (FOD) will attend the School District Safety Committee meeting twice annually to provide a summary of Safe Schools Team activity.
- G. This MOU does not apply to policing of School District events that occur outside of normal school hours. School District will follow the established process for hiring Police Department personnel to staff special events (e.g., dances, sporting events, etc.) by contacting the Pasadena Police Department Event Planning Section.
- H. Safe Schools Team supervision will meet with each high school and middle school principal at least once a month while school is in session to identify issues and evaluate progress. Monthly PPD activity reports, including the number of calls for service, arrests, citations, etc., will be shared with the Superintendent and/or designee.
- I. SST officers will generally be assigned as the first responder to the following call types:
 1. Priority 1 – A crime *is in progress* and there is an immediate threat to life or property, and/or the possibility of apprehending a suspect is high (e.g., shootings, rapes, robberies, burglaries, or fights).
 2. Priority 2 – An active event in which there is not an immediate threat to life or property, and the possibility of apprehending a suspect is not imminent. Generally, some time has elapsed between the crime occurring and its reporting (e.g., child abuse, public intoxication, group disturbance, indecent exposure).
 3. Priority 3 – An event in which there is not a threat to life or property and there is not a likelihood of apprehending a suspect (e.g., auto burglary, grand theft, felony malicious mischief).

VI. SCHOOL DISTRICT RESPONSIBILITIES

- A. The School District Security Personnel will coordinate their activities in response to the recommendations from the SST sergeant.
- B. The Principal of the school campus will be responsible for ensuring the performance of the security personnel assigned to their school and adherence to the expectations established by the School District in collaboration with the City. This will allow effective communication and consistent application of an overall security philosophy.

- C. Calls for police service will be made to the Pasadena Police Department's Communications Section using 9-1-1 for emergencies and (626) 744-4241 for other service requests. Incidents that would likely require a police response or police involvement, which occur on a School District campus within the City, should be brought to the attention of the Police Department immediately.
- D. A delayed police report form will be completed by the School Administration for petty thefts (value of \$950.00 and under) and malicious mischief or vandalism (less than \$950.00 in damage). School District administration will be responsible for obtaining, completing and turning in the delayed police report form.
- E. School District personnel will not supervise or direct the actions of Police Department personnel providing policing services on the campuses within the City of Pasadena.
- F. School District personnel are responsible for annually training all personnel with Administrative Regulation (AR) 5145.11, Protocol for Administrators when Law Enforcement Personnel Questions Students.
- G. School District personnel will evaluate the appropriateness of handling on-campus incidents administratively and/or by reporting to Police Department personnel for criminal investigation, when required by Education Code 48902.

VII. POLICE DEPARTMENT COMPLAINT INVESTIGATIONS

- A. The Pasadena Police Department has a review process for citizen comments, positive or negative, involving Police Department personnel.
 - 1. The process is designed to be transparent and provide feedback to the involved parties while assuring that individual rights of the complainant and involved personnel are respected.
 - 2. The process is initiated by contacting Police Department supervision, in person, telephonically or in writing. Pasadena Police contact forms will be provided to the School District and made available at the School District Office, as well as in the administrative offices at PUSD high school and middle school campuses within the city.
 - 3. Completed contact forms received at School District locations should be delivered by the School District without delay to the SST Sergeant or Lieutenant to begin the review process.
 - 4. Complaints received by either party will be shared with the other, unless otherwise prohibited by law.

VIII. DISPUTES

- A. Disputes involving the conduct of School District employees will be handled in accordance with School District's personnel rules and practices.
- B. Disputes involving Pasadena Police Department employees will be handled in accordance with Pasadena Police Department personnel rules and practices.
- C. Disputes between School District employees and Pasadena Police Department employees may be referred to the Chief of Police and the Superintendent of the School District, or their designees, for resolution.

IX. LIABILITY/INSURANCE/INDEMNITY

- A. This MOU shall be covered by liability, insurance and indemnity provisions.
 - 1. Each party to this agreement agrees to defend itself, its Council Members, Board Members, Commissioners, officers, employees and agents.
 - 2. Notwithstanding the foregoing, a party shall reimburse the other for reasonable cost, including cost of attorneys, in the event of sole negligence or willful misconduct by that party, its employees, or agents.
 - 3. The School District agrees to defend, hold harmless and indemnify the City and/or its Council Members, Commissioners, officers, employees and agents from all claims, loss, damage, lawsuits and liability resulting from or occurring during the exercise of any function or activity pursuant to this MOU, except in the event of sole negligence or willful misconduct by the City, its employees, or agents.

X. NOTICE

Any notice given by one party to the other shall be given in writing and delivered to:

TO CITY: PASADENA POLICE DEPARTMENT
Attention: Chief of Police
207 N. Garfield Avenue
Pasadena, CA 91101

TO SCHOOL DISTRICT: PASADENA UNIFIED SCHOOL DISTRICT
Attention: School District Superintendent
351 S. Hudson Avenue
Pasadena, CA 91109

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute

this Memorandum of Understanding effective the date shown below.

CITY OF PASADENA

Dated: _____

MICHAEL J. BECK, City Manager

PASADENA UNIFIED SCHOOL DISTRICT

Dated: August 1, 2013

Jon R. Gundry
JON R. GUNDRY, Superintendent

ATTEST:

MARK JOMSKY, CMC, City Clerk

APPROVED AS TO FORM:

JAVAN N. RAD, Acting Chief Assistant City Attorney