



**EDWIN M. LEE**  
MAYOR

POLICE DEPARTMENT  
**CITY AND COUNTY OF SAN FRANCISCO**  
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**GREGORY P. SUHR**  
CHIEF OF POLICE

February 6, 2015

Mr. Richard Carranza,  
Superintendent of Schools  
San Francisco Unified School District.

Dear Mr. Carranza,

On January 14, 2014, the San Francisco Police Department ("SFPD") and the San Francisco Unified School District entered into an Memorandum of Understanding ("MOU") to ensure safety and foster positive police and youth engagement within the primary and public schools. This letter is to notify you of a desire to amend the MOU to reflect a change in the structure of the Program Coordination found in Section 3. Under Section 3, "Program and Program Coordination," I wish to replace paragraph 2, sentence 1 which designates the SFPD Chief of Staff Office as part of the SFPD coordination efforts with the SFPD Deputy Chief of Operations Bureau Office.

This amendment reflects an internal reorganization and will have no impact on the program or the any other provision of the MOU. Attached please find the First Amendment to the MOU for your review and signature.

Please let me know if you have any questions.

Sincerely,

Gregory P. Suhr

Chief of Police

San Francisco Police Department

First Amendment  
Memorandum of Understanding Between  
The San Francisco Police Department and  
The San Francisco Unified School District

THIS AMENDMENT (this "Amendment") is made as of **February 5, 2014** in San Francisco, California, by and between the San Francisco Unified School District ("SFUSD"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Police Department ("SFPD").

RECITALS

WHEREAS, SFPD have entered into the Memorandum of Understanding (as defined below); to ensure safety and foster positive police and youth engagement within the primary and secondary public schools in the City and County of San Francisco while also avoiding unnecessary criminalization of SFUSD students for whom arrest and juvenile court involvement creates serious potential long term consequences; and

WHEREAS, SFPD and SFUSD desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, and update standard contractual clauses;

NOW, THEREFORE, SFPD and the SFUSD agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

a. **Memorandum of Understanding.** The term "Memorandum of Understanding or MOU" shall mean the Agreement dated January 14, 2014, between SFUSD and SFPD, as amended by the:

First Amendment, dated February 15, 2015

b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the MOU.

2. **Modifications to the MOU.** The MOU is hereby modified as follows:

2a. Section 3. PROGRAM AND PROGRAM COORDINATION

SFPD will coordinate the Community Oriented Policing in Schools program with the SFUSD (hereinafter "SRO Program."). This program currently consists of SFPD School Resource Officers ("SRO") who are assigned to and maintain a presence at police stations throughout the city and are also assigned to serve as the primary officers working with one or more schools in the SFUSD when the need for police support arises, as defined in this MOU.

SFPD will maintain a position for a School Resource Officer ("SRO") Coordinator (Captain or equivalent) who will coordinate the planning, budgeting, management and agency leadership for the SRO program; provide program monitoring and assistance with problem solving; and will handle coordination between the **SFPD Deputy Chief of Operations Bureau Office, District**

Station Captain, SFUSD, School Site Administrators and SROs. The SRO Coordinator will act as the liaison with the SFUSD to ensure coordination of other programs conducted by other divisions of the SFPD, avoid redundant services, ensure equitable distribution of such program services, and help maintain a line of communication between the schools and the SFPD. The SRO Coordinator will maintain a list of the SROs and their assignments by station and school and provide that list, as well as any updates, to the Associate Superintendent of the Student, Family, and Community Support Department (SFCSD) of SFUSD on a quarterly basis, or more frequently if assignments of SROs are changed.

The SFUSD Associate Superintendent – SFCSD will work with the SRO Coordinator to coordinate the SRO Program, including but not limited to distributing this MOU to school sites and educating school sites regarding the provisions of this MOU and their responsibilities under the MOU.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the MOU shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**San Francisco Unified School District**

Approved by:  
Greg Suhr, San Francisco Chief of Police  
San Francisco Police Department

Richard Carranza, Superintendent of Schools  
San Francisco School District

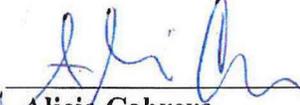
  
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Approved as to Form:

Dennis J. Herrera  
City Attorney

San Francisco Unified School District Legal  
Office

By:   
\_\_\_\_\_

By: \_\_\_\_\_  
Angela Miller  
Sr. Deputy General Counsel

**MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF  
POLICE ACCOUNTABILITY AND THE SAN FRANCISCO POLICE DEPARTMENT  
DEPARTMENT GENERAL ORDER 2.04, COMPLAINTS AGAINST OFFICERS**

**I. PREAMBLE**

The Department of Police Accountability ("DPA") and the San Francisco Police Department ("SFPD") hereby enter into this Memorandum of Understanding ("MOU") in order to establish procedures for the complaints and attendant administrative investigations of SFPD personnel.

The DPA is required to investigate all complaints against sworn members of on-duty police misconduct and off-duty police misconduct in which the sworn member is acting under the color of authority. The DPA shall completely, promptly, fairly and impartially investigate any incident occurring within the City in which a member of the uniformed ranks of the Department discharges a firearm resulting in the physical injury or death of a person, even if the discharge is accidental, and all complaints regarding police use of force, misconduct or allegations that a member of the SFPD has not properly performed a duty. The DPA shall investigate all such matters, except those complaints which clearly indicate that the acts complained of were proper, and those complaints lodged by other members of the San Francisco Police Department.

The SFPD is responsible for investigating all internal complaints made by members of the San Francisco Police department, both sworn and non-sworn, complaints against non-sworn members, complaints from Law Enforcement agencies, including prosecutors, and complaints of off-duty misconduct, both sworn and non-sworn, complaints referred to the SFPD by the Whistleblower program.

**II. PARTIES**

This MOU is between the SFPD and the DPA (collectively "Parties").

**III. TERMS AND DEFINITIONS**

- A. **MEMBER.** Member, as that term is used in San Francisco City Charter Section 4.136(d) and DGO 3.02 means; any employee of SFPD.
- B. **SWORN MEMBER.** Sworn member means any employee of the SFPD who qualifies as a peace officer under Penal Code section 830.1.
- C. **UNIFORMED MEMBER.** Uniformed member includes any employee of the SFPD who is either a peace officer as that term is used in Penal Code section 830.1 or a Police Services Aide (PSA).
- D. **CRIMINAL INVESTIGATION.** An investigation conducted to determine whether any person committed a crime during the covered incident.
- E. **ADMINISTRATIVE INVESTIGATION.** An investigation conducted by SFPD or DPA

administrative investigators to determine whether any involved SFPD personnel violated any general order, regulation, or other workplace rule during the covered incident. This includes "internal" investigations.

#### **IV. DPA PROCEDURES**

##### **A. DPA Investigations.**

1. When there is sufficient evidence to proceed the complaint will be classified as an investigation and will be assigned to a designated DPA investigator, except those complaints which on their face clearly indicate the acts complained of were proper and those complaints lodged by other members of the Police Department.
2. DPA shall quarterly complete and send updates on cases to IAD with expected completion dates and the statute of limitations deadline. (3304) govt. code
3. DPA shall notify the Chief of Police and IAD of all cases that reach the six month mark inclusive of cases which may be tolling. (3304) govt. code.
4. DPA shall use its best efforts to conclude investigations of complaints and, if sustained, transmit the sustained complaint to the Police Department within nine months of receipt thereof by DPA.
5. If DPA is unable to conclude its investigation within such nine-month period, the Director, within such nine-month period, shall inform the Chief of Police of the reasons therefor and transmit information and evidence from the investigation as shall facilitate the Chief's timely consideration of the matter.
  - a. Completed or pending DPA case files sent to the Chief of Police or IAD, shall contain a copy of the original complaint, chronological of investigation, all audio or video evidence, transcripts, investigative notes, investigative summary, pending or final conclusions, and pending or final recommendations.
  - b. For all cases that the DPA fails to meet the nine-month deadline, the Director shall advise the Chief of Police of the specific reasons for said failure and expected completion date(s).
6. The DPA shall send completed investigations to IAD within thirty (30) days of the DPA Director's approval except those over the nine (9) month deadline which shall be sent immediately.

In cases involving concurrent investigations, DPA shall not receive the IAD investigative conclusions and recommendations until IAD has received the completed DPA report.

7. Upon final disposition of an investigation of a complaint, the DPA shall issue a letter to the complainant and every named officer that includes the findings of each allegation in

the complaint.

**B. DPA Morning Reports.**

The DPA will transmit a Morning Report that will document the number and types of complaints, the district of occurrence, and officer information and if available identification of specific officer(s) involved. The Morning Report should have summaries of the incident and be sent weekly to IAD for review and analysis.

**C. Allegations Involving Criminal Conduct.**

If any portion of the complaint alleges criminal misconduct by a Department member, the DPA shall immediately forward the information presented by the complainant to the Department and District Attorney's Office. The District Attorney's Office shall only receive complaint forms or personnel files in accordance with Penal Code section 832.7(a).

The OIC of the assigned criminal investigative unit will notify the OIC of IAD that the District Attorney has dismissed or filed charges in the case. The OIC of IAD will coordinate the notification and the production of a copy of the completed criminal case file to DPA.

**D. Government Claims.**

SFPD will not forward these claims to the DPA. The City Attorney shall be responsible for production of government claims to DPA.

**E. Controller's Office Whistleblower Complaints.**

The Controller's Office designates the investigating agency. The Whistleblower complaints forwarded by the Controller's office to the SFPD shall remain confidential and not be forwarded to the DPA.

**F. Notification and Review.**

After completing an investigation, the DPA and SFPD shall ensure that every named officer and complainant receive a letter containing the disposition of the complaint and instructions for requesting a hearing. Notification shall be sent within thirty business days of the disposition.

**V. CLASSIFICATIONS**

DPA and the SFPD have agreed to formulate consistent language to refer to categories of alleged misconduct.

## **VI. TRANSMITTAL TO AND ACTION BY DEPARTMENT ON COMPLAINTS SUSTAINED BY THE DPA**

- A. When a complaint has been sustained by a preponderance of the evidence, and the DPA investigation has been completed, the DPA's complete case file and findings shall be transmitted to the Police Chief or the Chief's designee for review and actions.
- B. The Chief or the Chief's designee shall complete his or her review and make an action recommendation within forty-five (45) days of receipt of a DPA case. (Section 4.136.(e))
- C. If, however, the Chief or Chief's designee cannot meet the deadline he/she shall seek an extension of time from the Police Commission. The Commission shall be advised of the reasons for the request for deadline extension, and accused officer(s), complainant(s) and witness(es) shall be informed of any delays and time extensions beyond the initial 60-day period.
- D. DPA shall recommend disciplinary action to the Chief of Police on those complaints that are sustained. The Director, after meeting and conferring with the Chief of Police or his or her designee, may verify and file charges with the Police Commission against members of the Police Department arising out of sustained complaints; provided, that the Director may not verify and file such charges for a period of 60 days following the transmittal of the sustained complaint to the Police Department unless the Director issues a written determination that the limitations period within which the member or members may be disciplined under Government Code Section 3304, as amended from time to time or any successor provisions thereto, may expire within such 60-day period and (1) the Chief of Police fails or refuses to file charges with the Police Commission arising out of the sustained complaint, (2) the Chief of Police or his or her designee fails or refuses to meet and confer with the Director on the matter, or (3) other exigent circumstances necessitate that the Director verify and file charges to preserve the ability of the Police Commission to impose punishment pursuant to Section A8.343.
- E. In cases where the DPA has sustained a complaint by a preponderance of the evidence against the Chief of Police, the DPA shall transmit its complete case file and findings to the Police Commission for review and action.

## **VII. MONTHLY REPORTS AND MEETINGS.**

- A. Reporting on the status of Sustained Complaints.  
The SFPD shall adhere to section SF Admin Code 96.2 (a-c) and San Francisco Police Commission Resolution 97-04 or successor resolution in the reporting of all DPA and IAD sustained complaints, per an agreed template.
- B. SFPD DPA Monthly Meeting.  
There shall be a regularly scheduled monthly meeting, in which the Chief of Staff of the SFPD and the Chief of Staff of the DPA meet to discuss discipline, policy and training recommendations.

## VIII. QUARTERLY REPORTS AND MEETINGS

### A. DPA Policy Recommendations.

The Police Department and the DPA shall provide a quarterly report (commonly known as the Sparks' Report) to the Police Commission concerning the status of revisions to Department General Orders, new General Orders and DPA policy recommendations. Both the Department and the DPA shall collaborate on prioritizing the recommendations in the Sparks Report.

1. High-Priority: Mandated by law, Police Commission, immediate public safety issue.
2. Medium Priority: The issue is important, but does not necessitate immediate implementation
3. Low Priority: The issue(s) identified occur infrequently and do not affect the day to day operations between the SFPD and the public.

### B. Statistics and Recommendations.

1. The DPA, as directed by the Police Commission, compiles and publishes monthly summaries and quarterly reports of complaint statistics.
2. DPA submissions shall include statistical data reports specifically related to the following; total number of complaints, the status of all investigations related to those complaints and data specific to their findings.
3. DPA shall identify the categories and demographic information of all complainants and sworn members. (Age, gender, ethnicity, occupation, or other demographic information collected on the DPA Form 293)
4. These summaries and reports include, but are not limited to, the disposition by the Chief of Police and the Police Commission of complaints and allegations referred to the Chief of Police by the DPA Director.
  - a. The DPA, as directed by the Police Commission, prepares and publishes quarterly recommendations concerning policies and practices of the Department.
  - b. The Department and DPA shall review quarterly statistical reports within two weeks of receipt. The Department and DPA shall cross-check information on cases sustained by the DPA, and confer on discrepancy and accuracy.

**IX. DECONFLICTION OF REVIEW BOARDS**

In cases where incidents being examined fall under multiple review board jurisdictions, the SFPD shall in consultation with DPA, determine the appropriate review board.

**X. DOCUMENT CONTROL AND DISTRIBUTION**

Immediately upon receipt, the DPA will provide a copy of any request for police personnel records to the Commanding Officer of Risk Management, unless prohibited by State or Federal law.

Dated: 5/22/19

William Scott  
WILLIAM SCOTT  
CHIEF OF POLICE  
SAN FRANCISCO POLICE DEPARTMENT

Dated: 5/28/19

Paul Henderson  
PAUL HENDERSON  
DIRECTOR  
DEPARTMENT OF POLICE ACCOUNTABILITY

COPY

**Memorandum of Understanding  
Between  
The San Francisco Police Department and  
The San Francisco Unified School District**

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The San Francisco Police Department ("SFPD") and the San Francisco Unified School District ("SFUSD") enter into this Memorandum of Understanding, made this 14th day of January in the year of 2014, in the City and County of San Francisco, State of California, in order to ensure safety and foster positive police/youth engagement within primary and secondary public schools in the City and County of San Francisco while also avoiding unnecessary criminalization of SFUSD students for whom arrest and juvenile court involvement creates serious potential long-term consequences. This memorandum will replace the previous Community Oriented Policing In Schools Memorandum of Understanding between SFPD and SFUSD, dated December 15, 2005, as well as any amendments thereto.

### **1. TERM OF THE AGREEMENT**

This MOU shall remain in effect for 5 years from the date of full execution. The terms of this memorandum may be modified or amended at any time by written agreement of both parties. Either party may terminate this agreement upon 90 days advance written notice.

### **2. EFFECTIVE DATE OF THE AGREEMENT**

This MOU shall become effective on the date that it is signed by both the San Francisco Chief of Police and the Superintendent of SFUSD, and is approved by the San Francisco Board of Education ("BOE"), whichever comes last.

### **3. PROGRAM AND PROGRAM COORDINATION**

SFPD will coordinate the Community Oriented Policing In Schools program with the SFUSD (hereinafter "SRO Program"). This program currently consists of SFPD School Resource Officers ("SRO") who are assigned to and maintain a presence at police stations throughout the city and are also assigned to serve as the primary officers working with one or more schools in the SFUSD when the need for police support arises, as defined in this MOU.

SFPD will maintain a position for a School Resource Officer ("SRO") Coordinator (Captain or equivalent) who will coordinate the planning, budgeting, management and agency leadership for the SRO program; provide program monitoring and assistance with problem solving; and will handle coordination between the SFPD Chief of Staff Office, District Station Captains, SFUSD, School Site Administrators and SROs. The SRO Coordinator will act as the liaison with the SFUSD to ensure coordination of other programs conducted by other divisions of the SFPD, avoid redundant services, ensure equitable distribution of such program services, and help maintain a line of communication between the schools and the SFPD. The SRO Coordinator will maintain a list of the SROs and their assignments by station and school and provide that list, as well as any updates, to the Associate Superintendent of the Student, Family and Community Support Department (SFCSD) of SFUSD on a quarterly basis, or more frequently if assignments of SROs are changed.

The SFUSD Associate Superintendent – SFCSD will work with the SRO Coordinator to coordinate the SRO Program, including but not limited to distributing this MOU to school sites and educating school sites regarding the provisions of this MOU and their responsibilities under

the MOU.

#### 4. REPORTS

SFPD will provide SFUSD staff with a monthly written report to be filed with the BOE regarding the:

- (A) School site crime incidents reported to, or observed by, SRO/SFPD disaggregated by school-site, offense, and student subgroup, including but not limited to age, race, ethnicity, and gender.
- (B) Number of times that SRO/SFPD was called to schools disaggregated by school site.
- (C) Number of arrests of students made:
  - (1) By SFPD on SFUSD school sites for school related offenses.
  - (2) By SFPD on SFUSD school sites for non-school related offenses.
  - (3) By SFPD off SFUSD school sites for school related offenses.

Such data shall be disaggregated by school-site, offense, and student subgroup, including but not limited to age, race, ethnicity, and gender, with information about the disposition of the matter.

Note: When making arrests of students on SFUSD school sites, SFPD shall consider the "Arrests on School Campuses" section of this MOU.

- (D) Truancy: (1) the number of home visits conducted by SROs, (2) a general description of the police action taken regarding the home visits, and (3) other relevant information concerning SRO action in "truancy abatement" efforts, including the number of students cited or referred to the Truancy Court, or other Juvenile Court that adjudicates truancy cases, if the Truancy Court is abolished, rather than being returned to school or referred to another diversion or support program.
- (E) Referrals: Number of referrals of students from school sites to wellness centers, medical facilities, tutors, mentors or other resources in lieu of arrest or citation.
- (F) Family and Children Services (Child Welfare): Number of referrals of students on school sites made to Child Protective Services.
- (G) Any other information the SFPD believes is relevant, including but not limited to information regarding the nature of any collaborative efforts between the parties.

For purposes of this section, school site is defined as the property upon which the school is located, including any sidewalks and entrances abutting or surrounding the school. It also includes any location where a school sponsored event is being held for the duration of such event.

Three times a year the SRO Coordinator and the Associate Superintendent for SFUSD or their designees shall provide a report to the SFUSD Board of Education regarding the information contained in the aforementioned monthly reports and be available to answer any questions posed by the community related to safety, disproportionate minority contact, if any, student arrest or citation rates, or any other issue. This report to the BOE shall specifically address any efforts to reduce disproportionate minority contact with police and the juvenile justice system and reduce the rate of school-based arrests and citations while maintaining a safe school climate.

## **5. HIRING AND ASSIGNMENT**

SFPD is responsible for the recruitment and assignment of officers to SRO positions and with the provision of necessary training and equipment. SFPD will prioritize the assignment of officers to SRO positions who have experience and training in community policing, youth development, and restorative practices.

## **6. SRO SELECTION**

The SRO Coordinator and Station Captain shall consult with the site principal prior to the assignment of a new SRO to identify any special needs or concerns to be taken into consideration during the selection process of the SRO.

The site principal shall take into consideration any concerns expressed by students or parents at that site, including those opinions expressed in the school site climate survey or other school questionnaires or surveys, regarding SRO or police officer interactions with students on the school site and provide such information to the SRO Coordinator and Station Captain. No confidential information shall be disclosed.

## **7. COORDINATION BETWEEN SRO COORDINATOR, SROs AND SCHOOLS**

### **a. SRO Coordinator**

The SRO Coordinator will meet at least once per school year with the SROs and site principals and shall be invited by the Associate Superintendent of SFUSD to one or more meetings for school site principals. If possible, a meeting shall occur before the school year or at the beginning of the school year for the SRO Coordinator to review school and SFPD expectations, requirements and operational procedures with SROs, principals and security staff.

During the second semester, another meeting should be held to address any issues or concerns that may have arisen since the last meeting.

### **b. SRO**

With a goal of improving school climate, SROs shall meet at least one time per semester with their assigned school principal and any members of the safety team to exchange information about current crime trends, problem areas, emerging youth gangs or other issues of concern which have potential for disruption in the school or within the community, and to strategize on

how to improve school safety. At such time, if SROs have engaged in proactive and preventative strategies with youth, such as connecting them with community based resources, mentors, or tutors, this should also be discussed.

#### **8. MUTUAL COOPERATION between SFPD AND SFUSD STAFF**

The SRO, like all other SFPD police officers, is a sworn member of the San Francisco Police Department assigned to provide law enforcement expertise and resources to assist school site staff in maintaining safety within their assigned school(s). Although the SRO and other police officers are supervised by SFPD, and not the SFUSD, the SRO and any other police officers working with or interacting with a school in SFUSD shall take reasonable steps to work cooperatively with school administrators, consistent with his/her responsibilities and perform the duties outlined in this MOU in accordance with the policies, rules and regulations of the SFUSD. In performing these duties, the SRO and any other police officers working with or interacting with a school in SFUSD shall comply with all SFPD General Orders and policies and all applicable local, state and federal laws. The SRO and any other police officers working with or interacting with a school in SFUSD will maintain familiarity with the SFUSD Student/Parent Handbook of rules and regulations.

Likewise, SFUSD staff, although not supervised by SFPD, will, at all times respect the authority of SFPD Officers and their responsibility to maintain safety for the citizens of San Francisco. It is expected of all SFUSD staff (administrators, teachers and support staff) that every effort will be made to establish and maintain a relationship of mutual respect and cooperation with all members of SFPD.

#### **9. COMMUNITY OUTREACH**

To the extent feasible, SROs will participate in positive student activities in the school community in order to build trusting and respectful relationships with students, families and staff. The SRO will collaborate with school based community organizations, parent teacher organizations, School Advisory Councils, student government and SFUSD staff to develop opportunities for positive activities, such as panel discussions, mentoring programs, community coalitions or task forces.

Based on the availability of additional resources, members of the SRO program may offer the following types of assistance to elementary and middle schools:

- (1) Attending school staff meetings;
- (2) Providing drug education/awareness training,
- (3) Providing sexual assault awareness training,
- (4) Providing gang awareness training, and
- (5) Providing internet safety and violence prevention education to site staff, parents, guardians and students.

## **10. CAMPUS SECURITY**

SROs will augment school site administrators, faculty, and security staff to keep schools safe from intruders. As practicable, the SRO will work with school security to identify security issues and to take reasonable steps to create a safer environment for students. However, the SRO is neither a member of the security staff nor a supervisor of security officers. SROs have primary responsibility for (1) handling all calls for police service at the assigned school site, and (2) coordinating the response of other police resources at the school.

## **11. REQUESTING POLICE ASSISTANCE**

Staff members and site administrators shall only request police assistance when (1) necessary to protect the physical safety of students and staff; (2) required by law; or (3) appropriate to address criminal behavior of persons other than students. Police involvement should not be requested in a situation that can be safely and appropriately handled by the District's internal disciplinary procedures. (BOE Res. No. 92-23A6, Adopted June 22, 1999). If it is unclear whether a particular situation meets the criteria above, contact the principal or Assistant Superintendent as soon as possible to make a determination.

## **12. PROCEDURE FOR SCHOOL STAFF TO REQUEST POLICE ASSISTANCE WHEN THE CRITERIA IN SECTION 11 ARE MET**

- (1) Call 911, SRO or any police officer in an emergency or crisis situation, and notify the site administrator as soon as possible;
- (2) If there is no immediate danger to students or others, a staff member should always contact a site administrator to make the decision about whether to request police assistance for an incident involving potentially criminal behavior by a student, based on criteria in the section supra for Requesting Police Assistance;
- (3) Site administrator shall notify the Assistant Superintendent and enter a written Incident Report the same day to detail police response to an incident involving a student and as required by District policy. Such written reports shall be logged into the SFUSD centralized data system (Synergy) and data regarding such incidents and calls for police assistance shall be provided in aggregate form. The data may be further disaggregated by criteria such as school-site, race, ethnicity, gender, and age of the student or students involved in the incident for which the police contact was initiated, as long as the disaggregation does not reveal individualized information to the general public or relevant school community. This data will be provided in a written report at the three times a year BOE meetings discussed in Section 4 of this MOU.

Disproportionate use of police intervention in inappropriate situations shall be cause for corrective action by the District.

Officers should not be requested to interview students or collect evidence for expulsion hearings UNLESS the employee believes that such an investigation would pose a danger to themselves or others.

(BOE Resolution No. 92-23A6, Adopted June 22, 1999 and attached hereto as Attachment A)

### **13. REPORTING CRIMINAL ACTIVITY**

Criminal activity that must be reported pursuant to Education Code Section 48902 (this section is attached hereto as Attachment B) will be reported to the SRO, or to SFPD if the SRO is not available.

### **14. STUDENT DISCIPLINE**

SFUSD administrators have primary responsibility to ensure consistent enforcement of school rules and policies. Neither the SRO nor any other SFPD police officer shall act as a school disciplinarian. Disciplining students is a school responsibility.

Pursuant to San Francisco Board of Education policy, SFUSD administrators shall prioritize alternatives to school removals and police involvement, such as the use of Restorative Practices (see BOE Resolution No. 96-23A1, "In Support of a Comprehensive School Climate, Restorative Justice and Alternatives to Suspensions and Expulsions")

### **15. OFFICER ENTRY ON SCHOOL CAMPUSES**

Absent exigent circumstances, SFPD officers should notify school officials (e.g., the principal, dean or head counselor) of their presence and/or purpose on SFUSD property. During the meeting between the SRO Coordinator and site principals before school starts or at the beginning of the year, the SRO Coordinator shall receive a list of school contacts to be used for this purpose.

### **16. ARRESTS ON SCHOOL CAMPUSES**

In an effort to minimize disruption to the learning environment, SFPD officers should consider the reasonableness of making an arrest on campus or summoning a student from a classroom. When considering whether it is reasonable to arrest or summon a student on campus, the officer shall consider the following:

- Whether the arrest or summoning is in response to the commission of a school-related offense;
- The seriousness of the offense;
- Whether there is an imminent threat to public safety;
- Federal, state and local requirements;
- Whether the officer is able to accomplish the arrest by other means.

If the arrest is not reasonable given the considerations listed above, the arrest or summons of the student should be made at another time/place.

**17. NOTIFICATION OF PARENT, OPPORTUNITY FOR PARENT TO BE PRESENT, AND OPTION FOR STUDENT TO HAVE AN ADULT OF HIS OR HER CHOICE PRESENT PRIOR TO ANY QUESTIONING OR INTERROGATION**

SFPD and SFUSD shall abide by Education Code Section 48906, which requires that a school official must make immediate parental/guardian notification upon police arrest of a student, excepting when the child is taken into protective custody as a suspected victim of child abuse or pursuant to Section 305 of the Welfare & Institutions Code. SFUSD Board policy requires that a school official must call a parent/guardian and give such parent/guardian a reasonable opportunity to be present for any police interrogation, unless the child is a suspected victim of child abuse.

Efforts to contact parents by SFUSD school officials must include calling all numbers listed on an emergency card, including work numbers, pager numbers, and any numbers supplied by the student. (SFUSD BOE Resolution No. 92-23A6, Adopted June 22, 1999).

If a parent cannot be found, the school site should offer the student the option of having an adult of his or her choice from the school available during the interrogation. (SFUSD BOE Resolution No. 92-23A6, Adopted June 22, 1999).

Consistent with SFPD General Order 7.01, Section III, D.3.a., (“[i]mmediately prior to questioning a juvenile, [the SFPD officer] shall again advise the [student] of the Miranda admonishment. Such admonition shall be given in language appropriate to the age and the sophistication of the [student] and in accordance with General Order 5.20. In addition to the Miranda admonishment, the officer shall tell the juvenile that he or she may have a parent/guardian present before and during an interrogation.”)

If, during an investigation, the student is currently being questioned as a victim or a witness, the same procedures shall apply to avoid any harm to a victim or witness who may later be considered a suspect.

**18. LOCATION OF ARREST, PRIVACY OF STUDENT, AND CONSIDERATIONS OF CAMPUS CLIMATE**

Absent exigent circumstances, officers should coordinate with the principal or designee if after taking into account the reasonableness of such an arrest as outlined in section 16, they determine it is necessary to make an arrest on campus. To the extent practicable, a private location out of sight and sound of other students shall be arranged for the arrest that will help avoid invasion of the student’s privacy, jeopardizing the safety and welfare of other students, and further disruption on the school campus. During the meeting between the SRO Coordinator and site principals before school starts or at the beginning of the year, the SRO Coordinator shall receive a list of school contacts to be used for this purpose.

## **19. GRADUATED RESPONSES TO LOW-LEVEL SCHOOL BASED OFFENSES**

Subject to the exception described below, when SFPD officers make a school based arrest they should use the graduated response system outlined below and they shall make every effort to not refer a student to San Francisco County Juvenile Probation's Community Assessment and Referral Center ("CARC") for the commission of a low-level school-based offense, defined as an offense involving battery, battery on school property, battery against a school employee, attempt to resist arrest, disturbing the peace, or possession of marijuana for personal use, unless the student has committed his or her third or subsequent similar offense during the school year.

- (A) First Offense: If a student commits a low-level school-based offense, an SFPD officer shall have the discretion to admonish and counsel or take no action.
- (B) Second Offense: Upon the commission of a subsequent, similar low-level school-based offense in the same school year, law enforcement shall have the discretion to admonish and counsel, or require the student to attend a SFUSD or other diversion program.
- (C) Third or subsequent offense. For a student who commits a third or subsequent offense, SFPD may refer the case to CARC/Juvenile Probation for filing with the Court or further diversion. If the student has attended a diversion program in that year or any previous school year and the student has committed a similar low-level school-based offense, the next similar minor school-based offense may result in a complaint being filed with the Court.

Notwithstanding this graduated response system, an SFPD officer has the discretion to refer the case to CARC.

## **20. TRAINING ON AND DISTRIBUTION OF MOU AND CROSS-AGENCY PROFESSIONAL DEVELOPMENT FOR PERSONNEL AND SCHOOL COMMUNITY**

SFPD shall ensure that this MOU is distributed to all of its police officers and SROs and that appropriate training regarding the provisions of this MOU and their responsibilities under the MOU is provided.

The SFUSD Associate Superintendent shall ensure that this MOU is distributed to all of its school sites and that appropriate training regarding the provisions of this MOU and staff responsibilities under the MOU is provided.

SROs and any police officers who may interact with SFUSD schools or school students will be encouraged to participate in at least one training per year provided by SFUSD regarding Restorative Practices, youth development and choices, relevant confidentiality laws, special education laws, and strategies for working and communicating effectively with students in the Special Education program. These trainings shall also include a significant youth-led component that focuses on building relationships with youth and understanding the perspective of youth. Youth-centered groups and commissions shall be consulted to develop the training and provided

with an opportunity to help lead the training.

SFPD and its SROs can provide professional development to SFUSD staff in the following areas: gang awareness and prevention; crisis response and personal safety, including sexual harassment. SFUSD security staff may avail themselves of SFPD trainings for their officers.

In an effort to establish and maintain a safe school environment, SROs can also provide expertise and training for the school community (students, staff, parents) with information regarding crime trends and current laws, including juvenile statutes and procedures relevant to schools.

SFUSD can invite and encourage SRO participation in professional development and training opportunities in the areas of Restorative Justice/Practices, Youth Development, teaching methodology and practice, and other educational reform initiatives to facilitate their understanding of the school culture. SFUSD can involve community based organizations to provide training for SROs.

The Associate Superintendent of Student, Family and Community Support for SFUSD shall inform the SRO Coordinator about relevant trainings that are appropriate for SROs.

## **21. LANGUAGE OF MUTUAL RESPECT**

The goal of this MOU with regard to language is to create an environment of mutual respect between SFPD members and the SFUSD's students, parents/guardians, teachers and administrators. All members of the school community shall treat each other with respect.

The SFPD's Rules of Conduct (SFPD General Order 2.01, Section 14 and attached hereto) demands that members of the SFPD treat all people with respect and SFPD will promptly take action to address the use of inappropriate language toward students or school staff. Such Rules of Conduct apply at all times, including during an arrest or investigation.

It is expected under this MOU that SFUSD students and personnel adopt the same respectful tone and conduct with each other and with SFPD officers on and about SFUSD campuses and that SFUSD staff and students will not use incendiary language or profanity toward SFPD officers. SFUSD staff will promptly take action to address the use of inappropriate language toward SFPD officers.

## **22. UNIFORM**

SROs shall wear the regulation SFPD uniform and operate a marked SFPD vehicle while on duty unless otherwise authorized by a SFPD supervisor.

## **23. FEEDBACK/DISPUTES RELATED TO SRO PROGRAM**

The SFUSD Restorative Practices Task Force, which shall include at least two youth members, shall hear feedback/disputes from parents/guardians, students, SROs and staff related to SRO, SFPD, or SFUSD staff compliance with this MOU. To the extent permitted by law, the Task

Force shall provide written findings to the person who filed the feedback/dispute within 21 calendar days after they are filed. The Task Force will provide findings and recommendations to the SFPD and SFUSD, related to the feedback/disputes within 21 calendar days after they are filed.

Additionally, parents/guardians, students and staff may file complaints with the Office of Citizens Complaints. In the event that the feedback/dispute involves SFUSD staff, the Taskforce may forward the information to SFUSD's Human Resource Department for appropriate action.

#### **24. SCHOOL SITE PRINCIPAL DUTIES REGARDING SRO PROGRAM**

It is the responsibility of the site principal to facilitate ongoing communication between the SRO and school staff. The site principal shall participate in meetings with the SRO Coordinator upon request of the Coordinator and/or the Associate Superintendent and with the SRO as discussed in section 7.

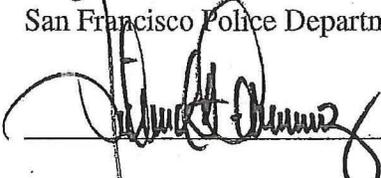
At least once each school year, the school site principal shall distribute a school climate survey to all students at the school to assess student safety and climate around student and police interactions and contact. The student climate survey shall be developed within 90 days of the effective date of this MOU in partnership with stakeholder groups and organizations that work with SFUSD students. Information from the school site survey shall be analyzed and aggregated at the school site and shared with the Associate Superintendent. The surveys shall be anonymous.

In the event that the site principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties/responsibilities, or has a dispute or question regarding their SRO or concern that the terms of this MOU are not being followed, the site principal shall contact their Assistant Superintendent, the SRO Coordinator, and Station Captain as soon as it is practical to do so. The results of the school climate surveys shall be assessed to determine whether such a meeting should be initiated.

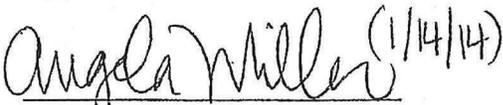
**25. STUDENT ADVISORY COUNCIL**

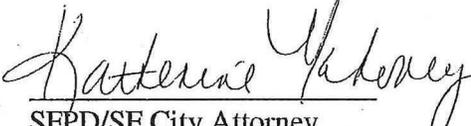
Representatives from the Student Advisory Council (SAC), including but not limited to the SAC Board Representatives, shall have the opportunity to comment on the report given by the SFPD and SFUSD to the Board of Education related to the SRO program as detailed in Section 4. Individual members of the SAC who attend schools with an SRO may participate in school site discussions about the SRO program.

  
\_\_\_\_\_  
Date 1/14/14  
Greg Suhr, San Francisco Chief of Police  
San Francisco Police Department

  
\_\_\_\_\_  
Date 1/14/14  
Richard Carranza, Superintendent of Schools  
San Francisco Unified School District

Approved as to form:

 (1/14/14)  
\_\_\_\_\_  
SFUSD Legal Office

 1/14/14  
\_\_\_\_\_  
SFPD/SF City Attorney