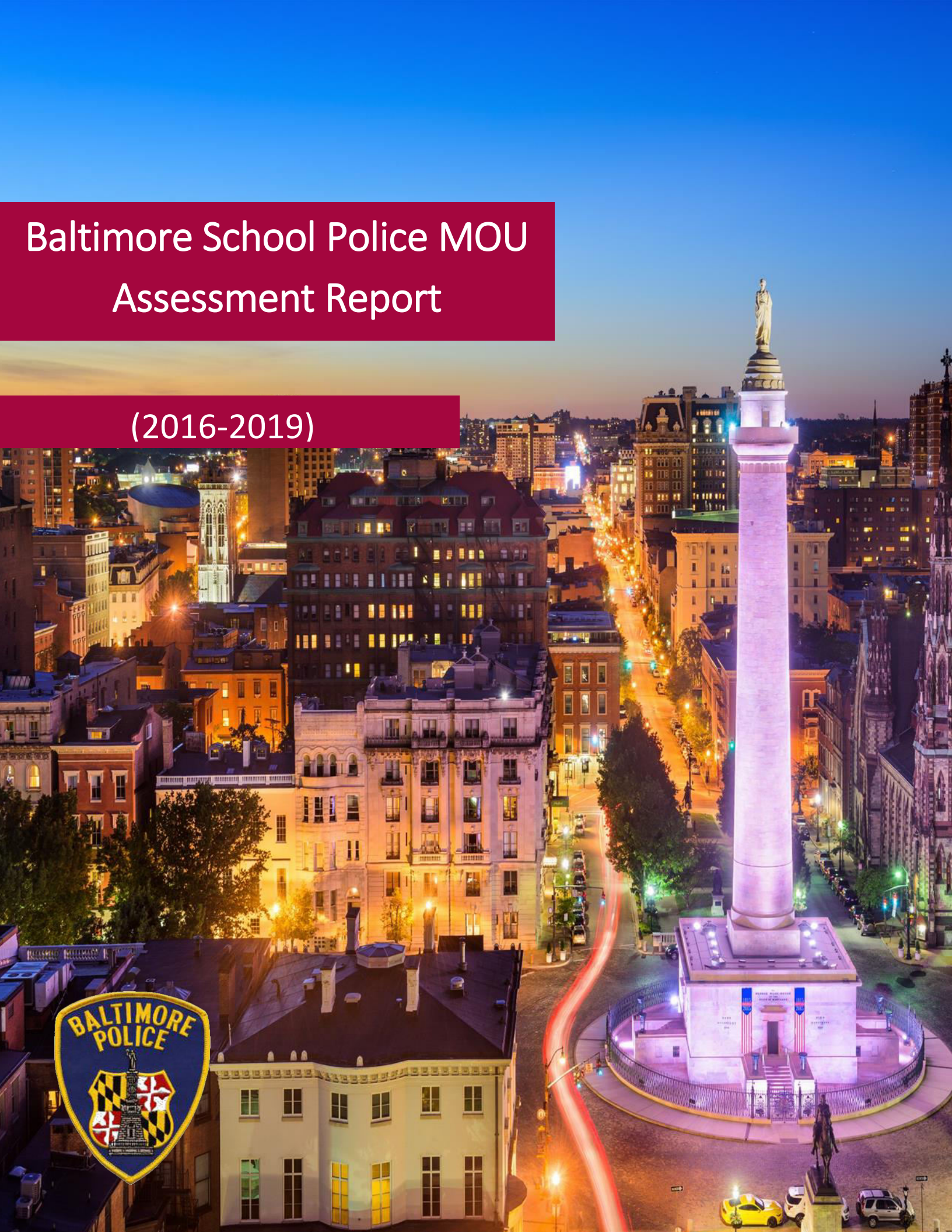


Baltimore School Police MOU Assessment Report

(2016-2019)



KEY DEFINITIONS

Aggravated Assault¹: An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault usually is accompanied by the use of a weapon or by means likely to produce death or great bodily harm.

Call for Service: A call to 911 by a witness or person involved in a crime or other incident to report what occurred or request help. Police and/or other necessary emergency services are then dispatched because of that call.

Common Assault: includes all assaults which do not involve the use of a firearm, knife, cutting instrument, or other dangerous weapon and in which the victim did not sustain serious or aggravated injuries. <https://ucr.fbi.gov/nibrs/summary-reporting-system-srs-user-manual> (p. 40, last visited 9/9/2019)

Crime Code: a categorization of the type of incident encountered by the officer

InPursuit: a records management system software used as the official central records system for BPD. All official police reports and addendums are data entered into this system.

Investigative Stop: A physical or verbal action that involves the delay, hindrance, or holding of a person. Investigative stops can only be done if an officer has reasonable articulable suspicion that the individual has committed, is committing, or is about to commit a crime. This suspicion can be based on facts observed by the officer, observations reported by trustworthy informants, and other factors that take into account the totality of the circumstances of the investigative stop.

Larceny: The unlawful taking, carrying, leading, or riding away of property from the possession or constructive possession of another. Constructive possession is “control or dominion over a property without actual possession or custody of it.”² <https://ucr.fbi.gov/nibrs/summary-reporting-system-srs-user-manual> (p. 46, last visited 9/9/2019)

Memorandum of Understanding: an agreement between two or more parties that details the responsibilities and roles of each party.

On-View: a stop that is initiated by the officer, not a call for service.

¹ BPD reports monthly data statistics to the FBI based on criteria established pursuant to the Uniform Crime Reporting (UCR) Program. However, as criminal laws vary widely across states, generalized descriptions of criminal offenses typically are used. For example, the UCR program uses the term “Aggravated Assault.” No such offense exists under Maryland law. Depending on the case circumstances, an “Aggravated Assault” for the purposes of UCR could be either a First or Second Degree Assault, which are the only two forms of assault in Maryland. See Md. Crim. Law, §§ 3-202 – 3-203.

² Garner, B. A. (Ed.). (2004). Black’s Law Dictionary (8th ed.). St. Paul, MN: West Publishing Co.

Part I, UCR Crimes: classifications include- criminal homicide, rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft, arson, and human trafficking. <https://ucr.fbi.gov/nibrs/summary-reporting-system-srs-user-manual> (p. 20-21, last visited 9/9/2019)

Part II, UCR Crimes: classifications include- other assaults, forgery/counterfeiting, fraud, embezzlement, stolen property, vandalism, weapons, prostitution, sex offenses (except rape), drug abuse violations, gambling, offenses against family and children, driving under the influence, liquor laws, drunkenness, disorderly conduct, vagrancy, all other offenses, suspicion, curfew and loitering laws, and runaways. <https://ucr.fbi.gov/nibrs/summary-reporting-system-srs-user-manual> (p. 21-22, last visited 9/9/2019)

Robbery: The taking or attempting to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting the victim in fear. Robbery is a type of theft committed in the presence of the victim. The victim is directly confronted by the offender and is threatened with force or is put in fear that force will be used. Robbery involves a theft or larceny but is aggravated by the element of force or threat of force. <https://ucr.fbi.gov/nibrs/summary-reporting-system-srs-user-manual> (p. 35, last visited 9/9/2019)

Telephone Misuse: Using a telephone call as a means to convey a threat against someone or some institution.

INTRODUCTION

The Baltimore Police Department (BPD) recognizes that its partnerships with other agencies, in and outside of the city, are paramount to its core tenet to protect and serve. In order to achieve these partnerships, BPD and outside agencies often enter into a memorandum of understanding – a legally binding agreement between two or more parties that details the responsibilities and roles each party has to a common goal. BPD, the Baltimore City Public School System (BCPS) and the Baltimore School Police Force (BSP) entered into a Memorandum of Agreement (MOU) with the Police Department of Baltimore City (BPD) because the agencies realize that their collaboration will facilitate achievement of their common goals of more effective, community policing throughout Baltimore City. The parties to the MOU periodically review and renew the MOU to ensure that the interagency operations and procedures are still congruent with the goals of effective policing. The Consent Decree ensures that when renewing the MOU, BPD collects and analyzes data to inform the MOU revision process. This report details the data collection and qualitative analyses surrounding the relationship between BSP and BPD, and makes some data collection recommendations for the upcoming MOU renewal. The current MOU expires February 5, 2020.

It should be noted, however, that BSP is an independent agency, governed by its own policies and procedures. The MOU provides a framework for the three agencies to work together. This report analyzes current MOU operations concerning only incidents that occurred off school property and/or incidents that are governed by the MOU. The BPD Consent Decree process has often highlighted the need for more oversight, accountability, and data driven metrics. This report follows that trend. Its goal is to ensure that BPD and BSP have the strongest working relationship possible through the use of, among other things, oversight, accountability, and data driven metrics, in support of the agencies' shared mission to create a safer community.

METHODOLOGY

To begin to assess the MOU, BPD collected data from BSP on its activity related to the powers granted to it under the MOU dated February 2016. Data was collected for the period from February 2016 to February 2019. In summary, BPD collected all data for any activity BSP conducted outside of school grounds within Baltimore City during this study period. Pursuant to the MOU, BSP is required to use BPD reports and BPD's reporting mechanism for all incidents whether or not they occurred off school property. These incident reports indicate the information needed to examine calls, stops, arrests, and uses of force, as those events are detailed within the reports. For the purposes of this assessment, however, BPD was able to identify all BSP incidents with a report written from 2016-2019, using Computer Aided Dispatch (CAD) data – call data - with the specification of School Police in the Location field. However, BPD CAD data does not distinguish whether incidents occurred on or off school property. BPD analyzed the addresses for an incident location on each of the 6,693 incidents with a report written. Of these reports, 1,335 had an address for an incident location that was different than the name of the school, the location prominently used in BSP reports.

BPD researched the 1,335 incident addresses using Google Maps to determine if the address listed referred to a school property. Of these reports, approximately 600 reports identified addresses that were not on school property. BPD then read the narrative summaries of the approximately 600 reports

using the BPD internal records system to determine whether or not the incident occurred on school property. This review identified 290 BSP reports related to incidents that occurred off school property during the period February 2016-February 2019, less than 5% of all reports written by BSP for the same period. In turn, BPD reviewed the incident reports for these 290 incidents to determine whether the MOU protocol for forwarding incidents to BPD were followed. Section 8 and 9 of the current MOU between the agencies states that BPD is responsible for the investigation and follow-up of any Part I crimes, as well as robbery, aggravated assaults, sexual child abuse, arson, hate crimes, and child abuse regardless of incident location, i.e. whether on school property or off (*Memorandum of Understanding Between the Police Department of Baltimore City and the Baltimore City Board of School Commissioners*, 2016). Using those parameters from Section 8 and 9 of the current MOU for the 290 incidents that occurred off of school property, BPD found 49 cases able to speak to whether or not MOU protocol is being followed by all involved parties.

Based on its review, BPD found that the majority of time BSP spends policing off school property is for overtime details to assist BPD in providing security for special events such as professional sporting events, city festivals, parades, and races. The amount of time BSP spent working the 82 special events, mostly sporting events (79), eclipses the amount of time BSP spent on incidents that occurred off of school property for the same period. In those cases of special events overtime, BPD records management systems do not identify reports written by BSP officers due to a lack of unique data fields sorting BSP officers from BPD officers as the report author. Yet, BPD was able to identify when BSP worked special events at the stadiums using a CAD code for the location of offenses within a stadium, specifically. When BPD searched all 79 sporting events for any incident reports written, using the Stadium filter in the internal records system, only 2 incident reports were found to be written by BSP officers. BPD will include the two special events incidents written by BSP officers into the qualitative assessment of the other incident reports to attempt to represent the limited universe of actions taken by BSP while off of school property.

BPD then qualitatively examined all 51 (49 on duty incidents and 2 incidents from working BPD special events overtime) incident reports to see if the actions taken by BSP officers were in accordance with the MOU, including examining any stops, arrests, and uses of force involved. BPD's review team included a sworn supervisor involved with BPD's policy team and a civilian research analyst from the Consent Decree Implementation Unit. Both the sworn and civilian members looked at the incident report individually, noting whether or not it followed the MOU's provisions, and then came together to discuss the results. In every case, the sworn and civilian members reached consensus.

RESULTS

Before discussing the results of this report, it is important for the reader to understand a distinction in the data at hand. When something is discussed as being off school property, it refers to the incident location, not necessarily the location where the BSP officer took the report. For example, a common theme in the data was students reporting that something had happened to them on their way to or from school. The student would then tell someone in the school (teacher, principal, BSP officer, etc.) and an officer would take the report of what occurred from the officer's location on school property, with the report describing the incident location that was off school grounds. Therefore, although there are 290 total incidents that occurred off school property from 2016-2019, BSP officers were physically off of

school property for only 187 of those instances (64.48%) from 2016-2019. 100 of those 187 instances related to some form of auto accident (53.48%). Lastly, despite the MOU authorizing BSP officers to police throughout Baltimore City, only 4 of the 290 incidents (1.38%) that occurred off school property involved neither students nor staff of BCPS. This is important to keep in context while moving through the results.

In this section of the report, BPD examines the categorical breakdowns of the 290 total incidents that occurred off of school property, as well as data from BSP’s internal records system, before moving to the 51 incidents that were qualitatively reviewed. This provides context for the interactions between the community and BSP as a whole under the MOU guidelines, before specifically looking at the cases where BSP is required to forward the incident to BPD.

In Table 1, below, each category of incidents found off school property is broken down and given a percentage of the 290 total incidents. Auto accidents involving a school owned vehicle or a vehicle that belonged to a school worker or student, accounted for the highest percentage of incidents with 41.03% of the total. Per the current MOU, any auto accidents involving a BSP officer or BSP vehicle, require that BSP contact BPD’s Accident Investigation Unit (AIU) to investigate. Accordingly, BPD’s AIU was contacted and on scene as the primary investigator, for the only two accidents when BSP officers were involved during the period February 2016-February 2019.

Total Incidents that Occurred Off School Property (February 2016-February 2019)		
Type of Incident	Number of Occurrences	Percentage of Sample
Accident/Personal Injury/Sick	9	3.10%
Aggravated Assault	9	3.10%
Armed Robbery	7	2.41%
Assault/Attempted Robbery	1	0.34%
Assault/Robbery	8	2.76%
Assault by Threat	5	1.72%
Assault on Police	1	0.34%
Auto Accident	119	41.03%
Behavioral Crisis	2	0.69%
Common Assault	42	14.48%
Destruction of Property	12	4.14%
Disorderly Conduct/Person	3	1.03%
Family Disturbance	2	0.69%
Field Interview	1	0.34%
Harassment	1	0.34%
Investigative Stop	1	0.34%
Person Wanted on a Warrant	11	3.79%
Larceny	13	4.48%
Missing Person	2	0.69%
Narcotics	1	0.34%

Officer Involved Auto Accident	2	0.69%
Other	2	0.69%
Other Sex Offense (Excluding Rape)	4	1.38%
Police Information³	9	3.10%
Recovered Property	2	0.69%
Stolen Auto	1	0.34%
Telephone Misuse	2	0.69%
Theft under \$1000	3	1.03%
Theft under \$500	1	0.34%
Towed Vehicle	6	2.07%
Unarmed Robbery	6	2.07%
Unfounded Physical Child Abuse	1	0.34%
Unfounded Robbery	1	0.34%
Total	290	

Table 1. Source: BPD's InPursuit and CAD

The next highest category of incidents comes in at a distant second to 'Auto Accidents', which is 'Common Assault' at 14.48% of the total, followed by 'Larceny' at 4.48%. Out of the 290 total incidents that occurred off school property, 144 were related to a call for service (49.66%). There were 22 incidents where the scanned incident report had yet to be uploaded into BPD's internal records system (7.59%) to know whether or not the BSP officers were off of school property.

BSP provided BPD with data from its internal records for this report as well. BSP indicated there were 32 cases from 2016-2019 that were referred to BPD for investigation per the MOU, as visualized in Figure 1. Figure 2 shows the breakdown of calls for service per year relative to how many incident reports were written. The data shows a relatively stable pattern between the number of calls for service and the number of reports written through all three years.

³ 'Police Information' for BSP would be akin to 'Field Interviews' for BPD, conduct that places the officer in a consensual face-to-face communication with a person under circumstances in which the person does not have to respond to questions and is free to leave.

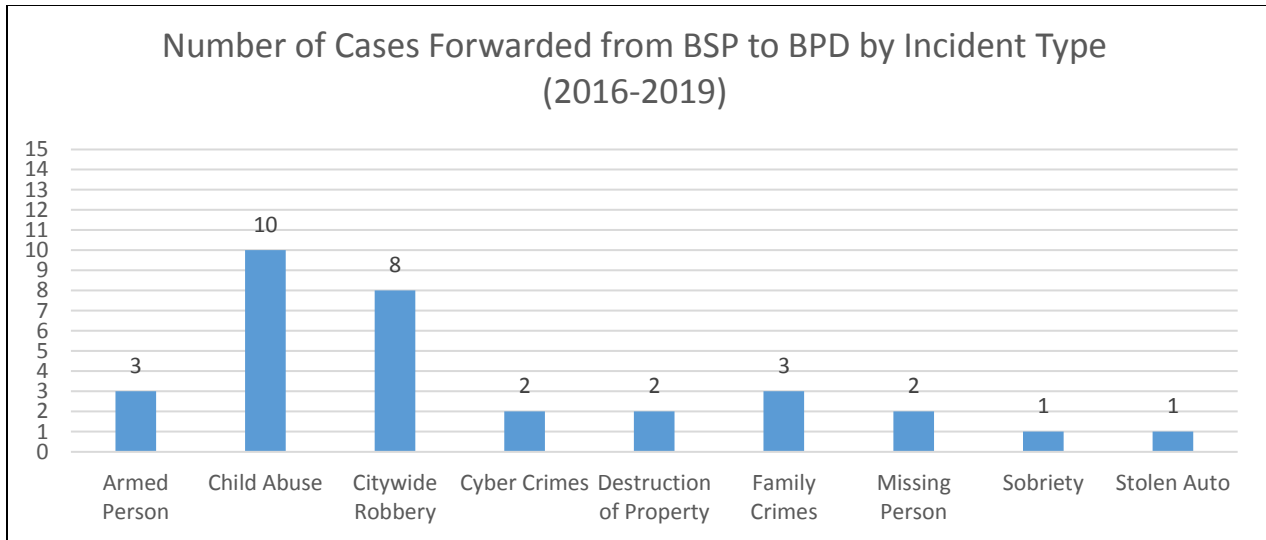


Figure 1. Source: Baltimore School Police

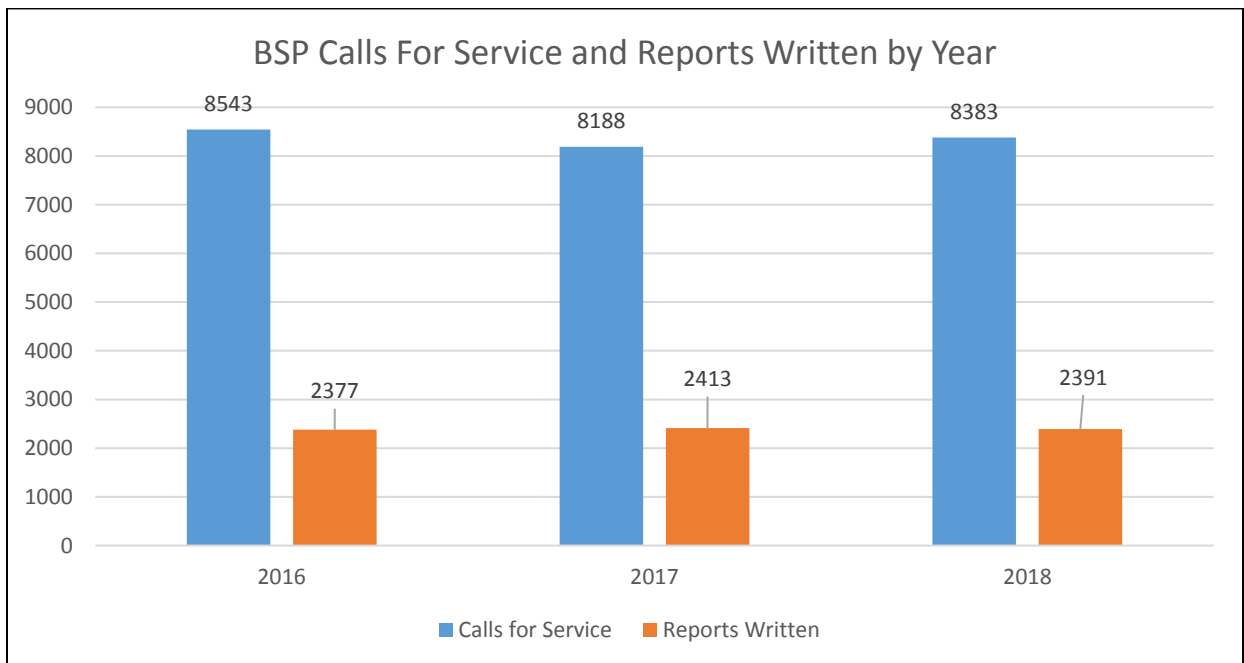


Figure 2. Source: Baltimore School Police

BSP also made their use of force data available to BPD, broken down by type of force (Figure 3) and whether or not it was justified by BSP (Figure 4). No use of force incidents occurred in the 290 incidents off of school property. Furthermore, BPD keeps no record of BSP involved use of force incidents given the fact that BSP is a separate law enforcement entity governed by its own policies and procedures.

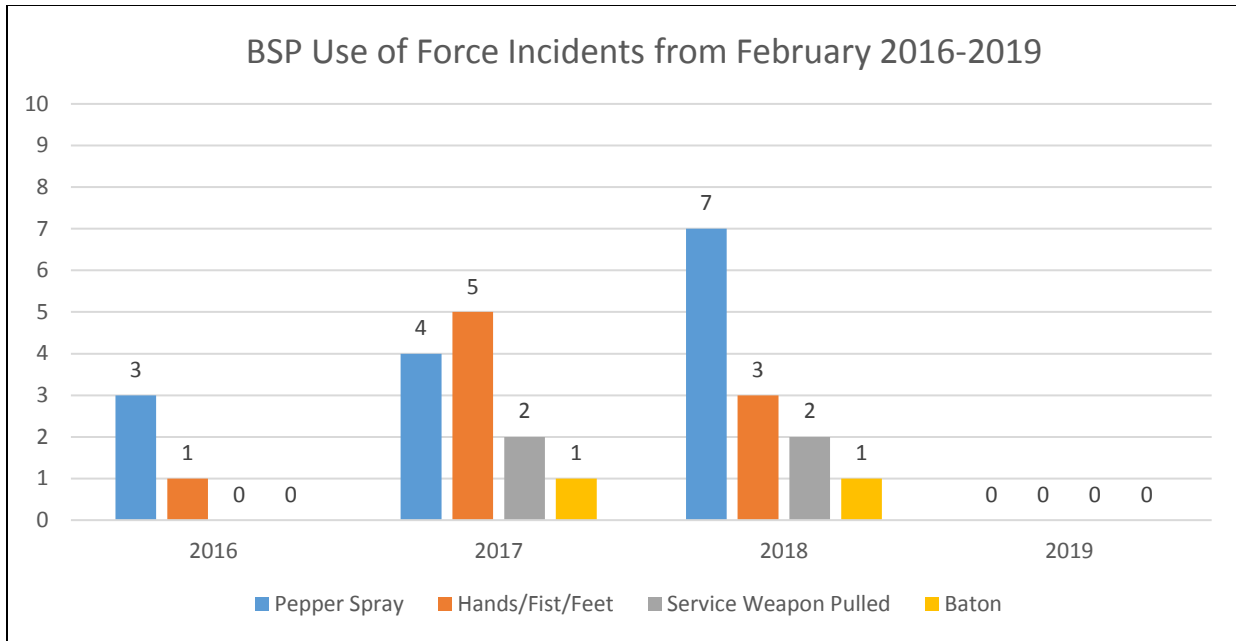


Figure 3. Source: Baltimore School Police

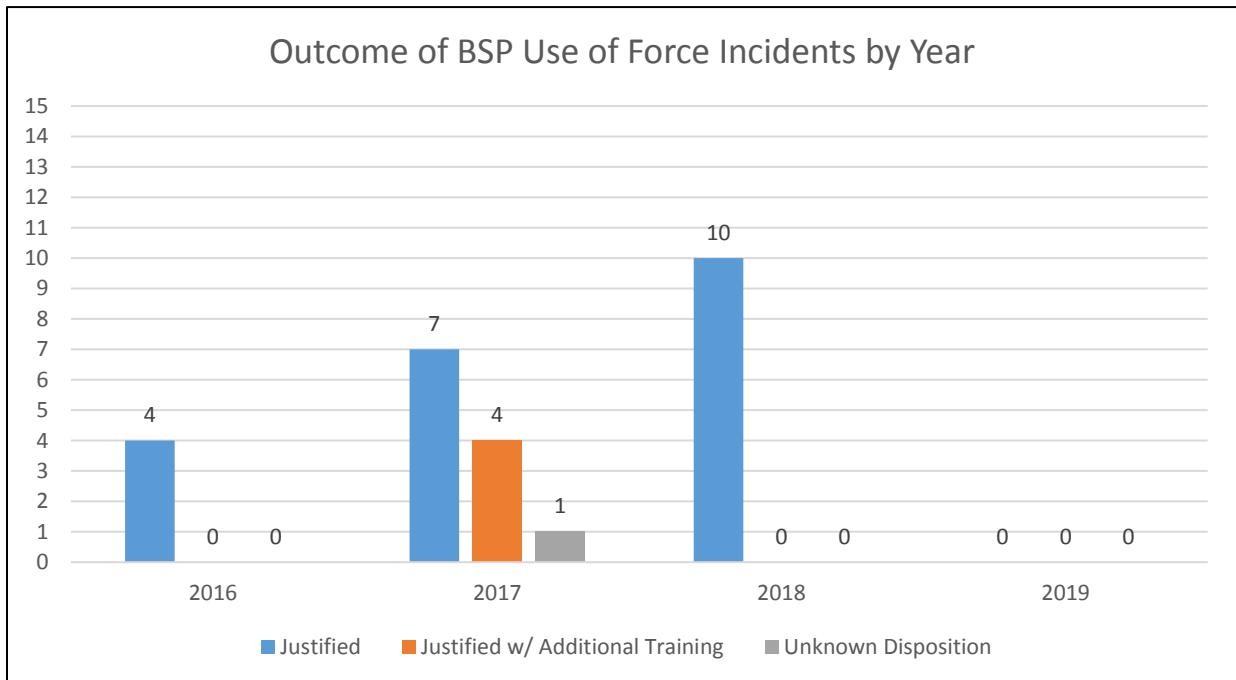


Figure 4. Source: Baltimore School Police

Moving on from a broader view of the data, BPD qualitatively looked at the 51 cases that both occurred off property and that BSP is mandated to forward to BPD for further investigation, or were from BSP working BPD special events overtime. A breakdown of the incident type and it's representation of the sample is visualized below in Table 2.

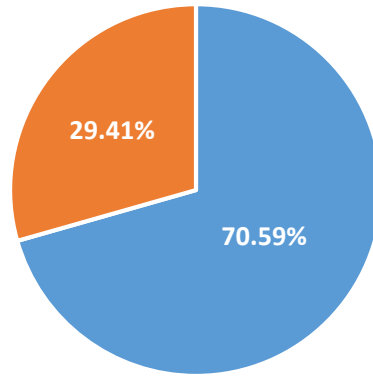
Total Incidents that Occurred off School Property and Need to be forwarded to BPD Per MOU (2016-2019)		
Type of Incident	Number of Occurrences	Percentage of Sample
Aggravated Assault	9	17.65%
Armed Robbery	7	13.73%
Assault/Robbery	8	15.69%
Common Assault⁴	1	1.96%
Larceny	13	25.49%
Placing of Hands	4	7.84%
Stolen Auto	1	1.96%
Unarmed Robbery	6	11.76%
Unfounded Physical Child Abuse	1	1.96%
Unfounded Robbery	1	1.96%
Total	51	

Table 2. Source: BPD's InPursuit and CAD

Out of the 51 cases reviewed qualitatively, only 15 (29.41%) incidents had the BSP officer physically off of school property and 2 of those incidents are from working BPD's special events overtime (Figure 5). For the rest of the incidents, the BSP officers were on duty on school property when someone approached them to detail an incident that occurred off school property. Of the 15 incidents where the officer was off school property, 8 (53.33%) involved incidents that occurred within a block of the school property (e.g. teachers street parking and cars were broken into, car broken into at high school graduation, and officer sees students fighting after dismissal). Also, 3 of the 15 incidents (20%) where the officer was off of school property related to a direct call for service. In total, 22 incidents of the 51 (43.14%) were in relation to a call for service; 29 of 51 incidents (56.59%) were initiated by BSP officers On-View versus the BSP officer was on-view (Figure 6).

⁴ Common Assault is not an incident BSP has to forward to BPD, but this occurrence was one of the two incidents that occurred when BSP worked BPD Special Events overtime. The other was an aggravated assault.

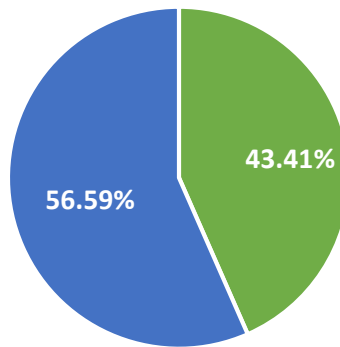
Percentage of Incidents by BSP Officer Location for 51 Incident Sample



■ BSP Officer on School Grounds ■ BSP Officer Off School Grounds

Figure 5. Source BPD's InPursuit

Percentage of BSP Incidents by Initial Service Contact Type for 51 Incident Sample



■ Call for Service ■ On-View

Figure 6. Source: BPD's InPursuit

Given that the 51 cases are Part I crimes or explicit crimes that the MOU details should be forwarded to BPD for further investigation, it's important to look at whether or not MOU procedure was followed. Even though BPD has record of BSP incidents that does not mean that the incident was necessarily forwarded in real time for investigative purposes. Therefore, after review, 30 of the 51 cases (58.82%) had an explicit written direction in the incident report that detailed it was forwarded to BPD (Figure 7). In 21 incident reports, it was unknown whether or not the incident was forwarded to BPD as there was no written directive in the report detailing that process. While it is possible that this information was communicated to BPD, there is no way to verify what action BSP or BPD took given the lack of formal, written documentation. Many reports detailed that the report was forwarded to the BSP officer's Sector Sergeant, who may have forwarded the case to BPD. It is also possible that the officer reached out to BPD through other means and did not write it into the incident report, as a written direction to forward incidents to BPD is not required by the MOU.

Interestingly, the sworn supervisor that reviewed the 51 cases noted that they wished to see more detail in some incident reports in relation to descriptors of what happened and the measures taken once BSP officers were tasked with taking the incident report. Yet, they also acknowledged that there is no sample or level of detail required in the reporting function to BPD within the MOU. However, they stated that as a supervisor they would have liked to see more detail within the reports. BPD will recommend that a sample incident report be included in the new MOU, to guide officers in the level of content desired.

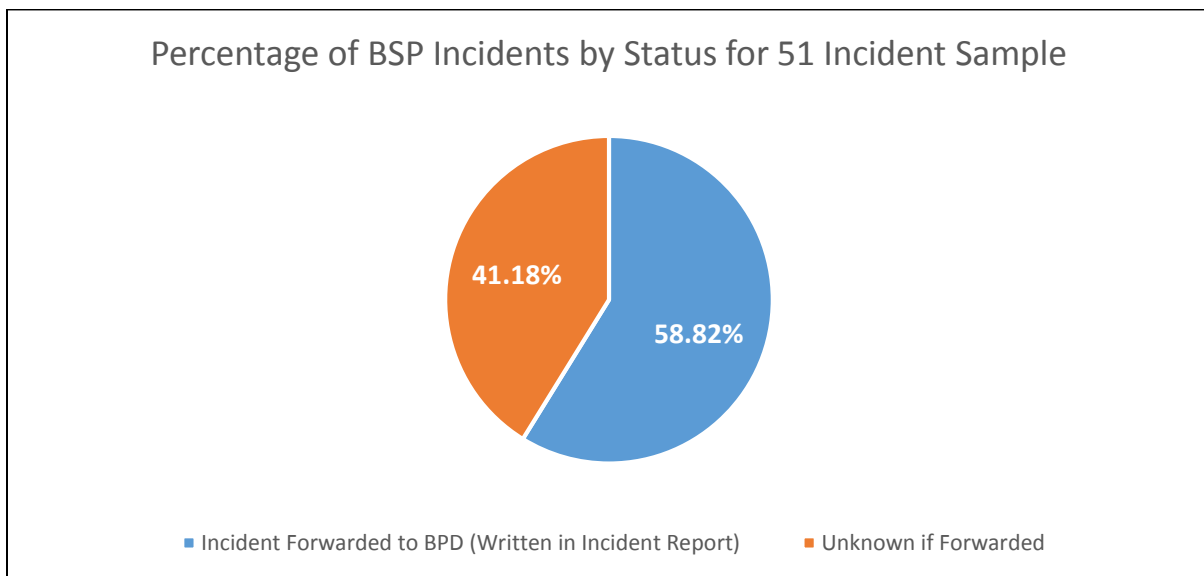


Figure 7. Source: BPD's InPursuit

In addition, while Sections 8 and 9 of the current MOU detail the types of cases that must be forwarded to BPD, Section 11 states:

“The City School Police Force shall have primary law enforcement responsibility in areas of concurrent jurisdiction for Part II crimes or other incidents occurring in their presence or reported to them, provided the City School Police Force has available manpower and resources, otherwise, BPD shall have primary law enforcement responsibility” (Memorandum of Understanding

Between the Police Department of Baltimore City and the Baltimore City Board of School Commissioners, 2016).

Given this MOU provision, and the fact that the victims of these incidents were overwhelmingly students or school staff in the area just outside of the school, perhaps BSP handled the cases, because they were reported to them and they had the manpower to do so. While only 30 of the 51 cases examined expressly forwarded the incident to BPD, it is not clear that all 51 cases needed to be forwarded to BPD per the MOU. One could argue all 51 cases were within the jurisdiction of BSP to become primary investigator as the incidents either occurred in their presence or were reported to them. This is one area of the MOU that BPD recommends discussing with BSP to revise in a future MOU, to gain clarity of when and how BSP should forward appropriate incidents to BPD.

RECOMMENDATIONS

It is clear, through the attempts to create this more robust evaluation that current practices need to be improved between BPD and BSP. The following recommendations are an attempt to address said practices.

Recommendation # 1: Separating incidents that occur off school property

As stated earlier, BSP reports all of their incident data to BPD using BPD's reporting forms, regardless of whether or not the BSP report relates to exercising the powers of the MOU in non-school owned locations. This results in not readily being able to parse which cases are strictly BSP jurisdiction and which cases are a result of BSP policing off of school property.

Moving forward, BPD plans to work with internal departments and BSP to ensure that the data that is coming from BSP will be identified and separated effectively to analyze any incidents that occur off school property. Currently, BSP provides an incident alert feed, where all incidents that occur through BSP officers are given a short narrative and sent out through an email, in real time. BPD thinks this is an invaluable tool in continuing a communicative partnership, and would recommend that BSP and BPD discuss using the incident feed to overcome some of the reporting backlog issues BPD faces. By marking incidents as occurring off of school property, within the feed, BPD can then circumvent the backlog of BPD's internal system. The separation will also assist in identifying reports that were generated by BSP while they work overtime detail to assist BPD in providing security for special events.

BPD is also currently considering a second CAD code to mark BSP activity that occurs off school property, as well as technology and records management solutions to include a searchable field for the incidents that occur off site within BPD's own records management system. In these cases, BPD would consult with BSP on ways to signal to the BPD records team that an incident occurred off of school property within the report, such as write "OFFSITE INCIDENT" at the top of the narrative on the incident report.

Recommendation #2: Ensuring incidents that need to be forwarded to BPD for investigation per the MOU are forwarded appropriately

As found in the assessment, there are no clear, documented procedures for how an incident is forwarded from BSP to BPD for investigative purposes. While some incident reports detailed in the

narrative that BSP had forwarded the incident to specific BPD detectives, there is no directive within the MOU to do so. BPD recommends strengthening the directions surrounding how BSP forwards appropriate incidents to BPD, and discussing a system with BSP to also verify that the incident was sent and received by BPD. Also, BPD recommends including specific provisions for the types of details required in a standard incident report within the new MOU, or even a template for BSP officers to have an example of such provisions. This would address the BPD supervisor's suggestion to add more guidance for reporting processes.

Recommendation #3: Clarify what cases need to be forwarded from BSP to BPD for further investigation and in what specific instances

The current MOU is not clear on when and why BSP should forward cases to BPD for investigation. Sections 8 and 9 seem to denote certain instances where cases should be forwarded from BSP to BPD (e.g. Part I crimes, sexual assault, physical child abuse), however, Section 11 then seems to qualify those statements by saying that if a crime was witnessed by the BSP officer or reported to the BSP officer, and they have the manpower to investigate the crime that they are able to do so. More clarification needs to be obtained on these procedures for the new MOU, so that it is clear from the onset what types of incidents BSP should be forwarding and why.

BPD appreciates the efforts that BSP has gone through to conform to the previous MOU agreements thus far. BPD believes that these few data and reporting changes would greatly increase the value of analysis into BPD and BSP's close partnership to the benefit of both parties. BPD looks forward to working in tandem with BCPS and BSP these next few months in strengthening our new MOU for deployment at the end of February 2020.

FEEDBACK DISCUSSION

BPD received copious feedback from several organizations and citizens regarding this report. BPD appreciates the time and consideration given to improving our processes and wanted to address some of the comments within this report. An overarching theme within the comments was the idea that communication between BSP and BPD is not as robust as one would hope. BPD wants to be clear that the partnership with BSP is a strong one, albeit one that in the past has not been committed to paper. It is difficult then to detail how strong that relationship has been, and BPD is committed to making communications more concrete to increase its visibility. However, it should be noted that all School Police reports come to BPD, and that commanders of both institutions reach out regularly to one another.

BPD also received comments regarding making the new MOU clearer in the areas of use of force and civilian complaints of BSP. BPD agrees that there are areas of the current MOU that need to be bolstered or added to ensure that officers from both agencies do not have any confusion surrounding their roles and responsibilities. BPD will ensure that the new MOU addresses which policies BSP should follow if there is a use of force that occurs during their time off school property. BPD will also make clearer the procedure for BPD officers taking a civilian complaint of the BSP. As noted in the feedback, there may be instances where the civilian complaint is garnered through acts off school property by BSP officers and there needs to be a clear recourse for BPD officers should a civilian bring a complaint to BPD. BPD is also

responsible for creating policies and procedures that govern the investigation of civilian complaints of BSP officers acting off school property, according to Paragraph 418 of the Consent Decree. BPD will begin to examine this issue shortly, and include such issues in talks with BSP for the new MOU as well.

Lastly, BPD has obtained several comments that speak to the idea that BPD should be the arbiter of BSP policy and procedure. While BPD and BSP, along with the Baltimore City Public School System, have entered into an MOU with one another, that does not mean BPD has the ability to dictate School Police policy. The purpose of an MOU is to form a contract of how these agencies will work together, not dictate how another agency should be managed. Some feedback suggested that BPD expand its investigation for this report to actions that BSP takes within their jurisdiction of school property. While BPD is committed to making sure that BSP is held accountable to the standards of the MOU, BSP working off school property, BPD does not have the authority to mandate BSP policy and procedure. BPD will do everything in its power to make the new MOU clearer for officers to understand their roles and responsibilities while working under its parameters, and continue to collect data on the relationship between both agencies to inform those roles and responsibilities.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
POLICE DEPARTMENT OF BALTIMORE CITY
AND THE
BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this _____ day of 2016 by and between the Police Department of Baltimore City, an agency and instrumentality of the State of Maryland (“BPD”), the Baltimore City Board of School Commissioners, a body corporate and politic of the State of Maryland (the “Board”), for the Baltimore City Public School System (the “City Schools”) and the Baltimore City School Police Force (the “City School Police Force”). The BPD and the Board are each referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, BPD’s mission, in partnership with the Baltimore community, is to protect and preserve life, enforce the laws of the State and City, protect property, understand and serve the needs of the City’s neighborhoods, and to improve the quality of life of the community;

WHEREAS, the Maryland legislature established the City School Police Force whose mission is to ensure that City Schools’ students and staff have a safe environment in which to learn and teach so that students can achieve at their maximum potential;

WHEREAS, the City School Police Force’s primary jurisdiction (“Primary Jurisdiction”) is on City Schools’ premises and on any other property used for educational purposes owned, leased, or operated by, or under the control of the Board;

WHEREAS, in furtherance of their missions, the BPD and the City School Police Force coordinate their respective law enforcement activities and cooperate with one another to the fullest extent possible in order to provide professional police services to the citizens of Baltimore City;

WHEREAS, in the interest of public safety, the Police Commissioner of BPD (the “Commissioner”) wishes to authorize the City School Police Force to expand its law enforcement activities to include the geographic limits of Baltimore City, and the City School Police Force wishes to expand its law enforcement activities within Baltimore City.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. The foregoing recitals are hereby incorporated into this Agreement.
2. Md. EDUCATION Code Ann. § 4-318 establishes the City Schools Police Force and vests in Baltimore City school police officers the authority to make arrests and have all of the powers of a law enforcement officer in the State of Maryland, subject to

certain limitations described therein. Section 4-318 provides that Baltimore City school police officers may act in an official capacity only on the premises of schools and any other property used for educational purposes owned, leased, or operated by, or under the control of the Board and not on any other property unless (1) engaged in fresh pursuit of a suspected offender; (2) requested or authorized to do so by the Police Commissioner of BPD; (3) the exercise of power is necessary to facilitate the orderly flow of traffic to and from property owned, leased, operated by, or under the control of the City School System; or (4) ordered to do so by the Mayor of Baltimore City.

3. Md. CRIMINAL PROCEDURE Code Ann. § 2-102 authorizes a sworn law enforcement officer to make arrests, conduct investigations, and otherwise enforce the laws of the State throughout the State without limitations as to jurisdiction where (i)(1) the police officer is participating in a joint investigation with officials from another state, federal, or local law enforcement unit, at least one of which has local jurisdiction; (2) the police officer is rendering assistance to another police officer; (3) the police officer is acting at the request of a police officer or State Police officer; or (4) an emergency exists; and (ii) the police officer is acting in accordance with regulations adopted by the police officer's employing unit to carry out this section.
4. Based on increased security concerns raised by the Department of Homeland Security and other events, and subject to the provisions of Md. CRIMINAL PROCEDURE Code Ann. § 2-102 and Md. EDUCATION Code Ann. § 4-318, the Commissioner hereby authorizes the City School Police Force to exercise full police powers anywhere within the jurisdiction of Baltimore City, Maryland. The manner of providing assistance, as set forth in this agreement, shall not affect the authority granted in matters involving fresh pursuit. Where the City School Police Force acts outside its Primary Jurisdiction, the City School Police Force shall notify the head of the law enforcement agency with primary jurisdiction pursuant to Md. CRIMINAL PROCEDURE Code Ann. §2-102.
5. Whenever a sworn law enforcement officer of City School Police Force takes law enforcement action pursuant to the provisions of this Agreement outside of its Primary Jurisdiction, the officer shall within twelve (12) hours of taking such action, give formal written notice to the Commissioner of BPD, and the Chief of Police of City School Police Force of such law enforcement action under Md. CRIMINAL PROCEDURE Code Ann. § 2-102. Promptly following the execution of this Agreement, the Commissioner of BPD and the Chief of Police of City School Police Force may designate a person to receive such notice.
6. The term “concurrent jurisdiction” shall mean those physical areas in which both the BPD and City School Police Force have jurisdiction within the limits of Baltimore City, Maryland.

7. The term “primary” is defined as the first responsibility for patrolling the buildings and property; responding to and handling all incidents requiring police services, in the areas of concurrent jurisdiction.
8. Members of the BPD shall assume primary responsibility for the investigation and follow-up of UCR Part I crimes, including, without limitation, all homicide, suicide, sudden death and rape, in areas of concurrent jurisdiction. The City School Police Force may assist upon request of BPD.
9. In areas of concurrent jurisdiction, the BPD shall assume primary responsibility for the investigation and follow-up of robbery, aggravated assaults, sexual child abuse, arson, hate crimes, child abuse whether occurring on or off school grounds, and other offenses that necessitate an ongoing investigation. The City School Police Force may assist upon request of BPD.
10. Where BPD assumes primary responsibility for investigations conducted pursuant to sections 8 and 9 above, and the offense occurred on City Schools property, BPD shall provide the City School Police Force with copies of all final investigative reports, notification of issuance of any warrants and resulting arrests.
11. The City School Police Force shall have primary law enforcement responsibility in areas of concurrent jurisdiction for Part II crimes or other incidents occurring in their presence or reported to them, provided the City School Police Force has available manpower and resources, otherwise, BPD shall have primary law enforcement responsibility.
12. When members of the City School Police Force affect an arrest, they shall prepare an official police report. The City School Police Force will transport the arrestee to Baltimore Central Booking Intake Center (“BCBIC”), provided it has available manpower and resources, otherwise the BPD will transport the arrestee.
13. The City School Police Force shall use the official BPD Incident Report, as well as other necessary BPD forms or forms identical to such reports for incidents occurring in areas of concurrent jurisdiction and will print the letters “CSPF Report” on the first line of the narrative section of the report.
14. Persons arrested in areas of concurrent jurisdiction will be processed in accordance with the official policies of the BPD.
15. Whenever a person arrested by City School Police Force is being held at BCBIC, the City School Police Force will ensure that the arrestee’s personal property will be held for safekeeping by the Division of Pre-Trial Detention Correctional Services of the Department of Public Safety & Correctional Services or otherwise in accordance with standard BPD procedures.

16. All City School Police Force officers shall make Controlled Dangerous Substance (CDS) submissions to the BPD Evidence Control Unit pursuant to existing BPD policy.
17. City School Police Force is authorized to transmit on the BPD radio frequency for; calls for service, joint operations / investigations, joint special details, and emergencies / natural disaster situations.
18. If a City School Police Force arrestee requires medical attention, the City School Police Force will transport the arrestee to a medical facility and guard him / her if hospitalization is required. Should medical attention become necessary after a City School Police Force arrestee has been booked at BCBIC, appropriate actions should be the responsibility of BCBIC.
19. The City School Police Force and the BPD will appear in court as is necessary to testify in any matter resulting from a joint police action. An officer of each Party will appear and assist as a witness to the extent necessary in any court proceeding.
20. All evidence will be collected, preserved and presented to the Court by the police officer with primary police responsibility and/or who has had the responsibility for investigating the incident. Although in certain cases it is the responsibility of the City School Police Force to collect, preserve and present evidence for court proceedings, the evidence will be maintained in the Evidence Control Unit of the BPD, consistent with existing BPD policy.
21. The City School Police Force will secure and execute search and seizure / arrest warrants necessary to the discharge its official duties in areas of concurrent jurisdiction. Warrants obtained by either Party, shall be served by officers of that Party. Warrants to be served outside the areas of concurrent jurisdiction will be submitted to the appropriate law enforcement agency for service. The BPD Warrant Control Section will retain all search and seizure warrants secured by the City School Police Force that have not been served within fifteen days (15).
22. In the event of a serious injury or death on school property, the notice to the next of kin will be made by the Party with primary responsibility or that has assumed primary responsibility.
23. Authorized City School Police Force personnel shall contact the BPD Central Records Division shift commander to be granted telephonic access to the BPD Hot Desk – Central Records Section, for warrant / wanted checks.
24. The BPD Accident Investigation Unit (AIU) will investigate all accidents involving City School Police Force vehicles.

25. BPD Communications shall notify City School Police Force Communications, as soon as possible, of any active shooter, barricade situation, hostage situation or other unusual occurrences on City School property.
26. BPD will provide initial and/or In-Service Training on a schedule to be determined by BPD to City School Police Force civilian or sworn personnel for the same cost as charged to other Baltimore City agencies or departments.
27. The Board shall reimburse the BPD for the full cost of all equipment and uniforms requested from the BPD Quartermaster for the use by the City School Police Force.
28. Subject to appropriation and available funding, overtime compensation accrued by the Party sending personnel to the requesting Party as a result of a staffing request shall be paid by the requesting Party, if, at the time of the request and prior to sending any personnel to the requesting Party, the sending Party provides the requesting Party with a written estimate of overtime costs which may be incurred, and an authorized fiscal officer of the requesting Party acknowledges and agrees to reimburse such overtime costs of the sending Party. The Parties anticipate that requests for personnel will be planned in advance and allow for the prior approval of overtime. However, in urgent matters where a fiscal agent is not available to provide or approve overtime costs in advance, BPD's Chief of Patrol may approve overtime costs for the City School Police Force provided to BPD.
29. The BPD and City School Police Force agree to participate in joint crime suppression deployment initiatives. The BPD shall reimburse the Board for overtime costs incurred by such crime suppression deployment initiatives.
30. The Agreement shall not affect the responsibility of the BPD to patrol in areas where there are City School properties, and to respond to 911 calls for service.
31. City School Police Force shall be permitted to continue its current use of the BPD Emergency Communications Center.
32. This Agreement shall remain in effect for three (3) years from the date of execution listed below. In any event either Party may terminate this Agreement by providing written notice ten (10) days before the date of proposed termination.
33. This Agreement may only be modified by writing and with the permission of both Parties. Any proposed amendment to this Agreement by any Party will be provided, in writing, to the other Party thirty (30) days prior to the effective date of the amendment. The Parties will make best efforts to meet and agree on any proposed amendment to this Agreement.

34. This Agreement shall be governed by and construed under the law of the State of Maryland.
35. This Agreement constitutes the entire and full understanding between the Parties and neither Party shall be bound by any representation, statement, promise or agreement not expressly set forth herein.
36. This Agreement does not create any partnership or employment relationship between City School Police Force law enforcement officers and BPD. The Board's City School Police Force and the BPD are independent contractors. Law enforcement officers of each Party remain employees of their respective law enforcement agencies.
37. This Agreement does not create any legal duty or legal obligation on the part of either Party to indemnify or defend the other from tort liability under the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq.
38. This Agreement does not purport to waive any immunity from tort liability possessed by the BPD, the Board or its City School Police Force. Each Party will be governed by its enabling legislation for any tort liability. Each Party will be responsible for providing civil defense to its personnel in accordance with the enabling legislation for each Party.

This Agreement does not purport to waive any immunity or defense that any individual law enforcement officer has to tort liability under Maryland law.

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INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties have affixed their hand and seals this day and year as written above.



Kevin Davis
Police Commissioner
Baltimore Police Department

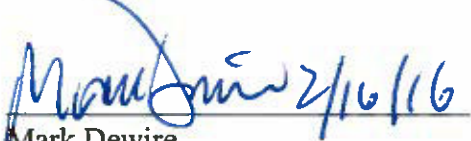


Dr. Gregory E. Thornton
Chief Executive Officer
Baltimore City Public School System



Marshall T. Goodwin
Chief of Police
Baltimore City School Police Force

APPROVED FOR FORM AND LEGAL SUFFICIENCY



Mark Dewire
Chief Solicitor, Police Legal Affairs
Baltimore City Law Department



Tammy L. Turner
Chief Legal Counsel
Baltimore City Public School System

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the "First Amendment") is entered into as of March 1, 2018, by and between the **Police Department of Baltimore City**, an agency and instrumentality of the State of Maryland ("BPD"), and the **Baltimore City Board of School Commissioners**, a body corporate and politic of the State of Maryland (the "Board"), for the **Baltimore City Public School System** (the "City Schools") and the **Baltimore City School Police Force** (the "City School Police Force").

WHEREAS, the Parties entered the Memorandum of Understanding dated as of February 6, 2016 (the "MOU"), a copy of which is attached as Exhibit A hereto; and

WHEREAS, the Parties wish to extend the term of the MOU for one (1) year for the Parties to evaluate changes to the MOU considering the objectives of Section 15, paragraphs 416-418 of the Consent Decree¹ requires BPD Consent Decree (copy attached).

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Delete Section 32 in its entirety and replace it with the following:

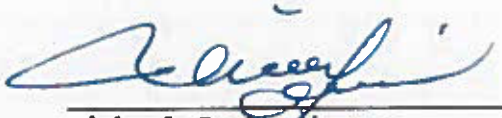
32. This Agreement shall commence on February 6, 2016 and shall remain in effect until February 5, 2020. In any event either Party may terminate this Agreement by providing written notice ten (10) days before the date of proposed termination.

2. Except as expressly amended by this First Amendment, all of terms and condition of the MOU shall remain unchanged.

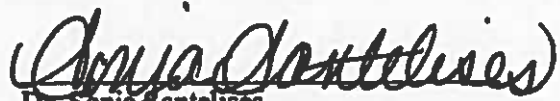
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Signatures follow on the next page

¹ Consent Decree, *United States v. Baltimore Police Dept., et al.*, No. 17-cv-00099-JKB (ECF 2-2), entered as an Order of the Court on April 7, 2017 (ECF 39).

IN WITNESS WHEREOF, the Parties have affixed their hand and seals this day and year as written above.



Michael S. Harrison
Interim Police Commissioner
Baltimore Police Department




Dr. Sonja Santelises
Chief Executive Officer
Baltimore City Public School System



Akil L. Hamm
Chief of Police
Baltimore City School Police Force

APPROVED FOR FORM AND LEGAL SUFFICIENCY



Mark Dewite
Chief Solicitor, Police Legal Affairs
Baltimore City Law Department



Tammy L. Turner
Chief Legal Counsel
Baltimore City Public School System