

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

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**MEMORANDUM OF UNDERSTANDING** (“MOU”), dated as of March 31, 2020 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 “BSP”). The BPD, the Board, and BSP are each referred to as a “Party” and collectively as the “Parties”.

## RECITALS

WHEREAS, the Parties are dedicated to upholding the Constitution and enforcing laws in a fair, impartial, equitable, and ethical manner; and the Parties are committed to creating and maintaining a culture of service that builds trust and legitimacy in all communities and values the sanctity of human life;

WHEREAS, the Maryland legislature established the BSP as an independent police agency to ensure that City Schools’ students and staff have a safe environment in which to learn and teach so that students can achieve their maximum potential;

WHEREAS, BPD partners with federal, state and local police agencies to coordinate law enforcement activities to provide efficient and professional police services to protect and serve the community, and in this regard, for many years BPD has coordinated activities with BSP;

WHEREAS, the Parties agree that the vast majority of student misconduct is best addressed by educators and school administrators, rather than by law enforcement personnel and the court system, and through restorative practices and other classroom and in-school strategies that maintain a positive learning environment and afford students opportunities to learn from their mistakes, correct any harm that results from their behavior, and restore relationships that are disrupted by their behavior,

WHEREAS, the Parties will continue to work together to promote and maintain safe, inclusive, and positive learning environments, and to use de-escalation techniques and seek peaceful resolution of incidents involving City Schools students and other youth;

WHEREAS, on January 12, 2017, following an investigation by the U.S. Department of Justice (“DOJ”), DOJ, the Mayor and City Council of Baltimore (the “City”) and BPD entered into an Agreement and proposed consent decree (the “Consent Decree”)<sup>1</sup> to ensure that, among other things, the City and BPD protect individuals’ statutory and constitutional rights, and promote public safety in a manner that is fiscally responsible and responsive to community priorities; and Section XV of the Consent Decree requires BPD to take certain actions to improve its coordination with BSP and to review its coordination with BSP every two years to continuously improve their working relationship;

WHEREAS, in January 2020, as required by the Consent Decree and with the benefit of assistance from BSP, DOJ and the general public, BPD completed a Baltimore School Police MOU Assessment Report (the “Assessment Report”), and the Parties now wish to enter into this

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<sup>1</sup> 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).

MOU to renew the cooperation agreement between BPD and BSP and implement the recommendations included in the Assessment Report.

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. Recitals. The foregoing recitals are hereby incorporated into this MOU.
2. General Authority of Police Officers. 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 of Maryland 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.
3. Primary Jurisdiction of School Police. Md. EDUCATION Code Ann. § 4-318 establishes the BSP and vests in BSP officers the authority to make arrests and have all the powers of a law enforcement officer in the State of Maryland, subject to certain limitations described therein. Section 4-318 provides that BSP officers may act in an official capacity only on City Schools Properties, which means any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of a public school operated by City Schools and any other property used for educational purposes owned, leased, licensed or operated by, or under the control of the Board, as well as in or on a school bus, whether owned and operated by City Schools or a carrier with which City Schools contracts for the transportation of its students, or at a City Schools sponsored event including extra-curricular activities on City Schools Properties (BSP's "Primary Jurisdiction"), 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 Schools; or (4) ordered to do so by the Mayor of Baltimore City. Within the BSP's Primary Jurisdiction, BSP has the first responsibility for patrolling the buildings and property and responding to and handling all incidents requiring police services. This MOU shall not affect the responsibility of the BPD to patrol in areas in which City Schools Properties are located, nor will it alter BPD's responsibility to respond to 911 calls for service in BSP Primary Jurisdiction with BPD and BSP continuing to collaborate on call routing related to City School Properties.
4. Grant of Expanded Jurisdiction to School Police. In the interest of public safety and subject to the provisions of Sections 2 and 3 above, the Police Commissioner of BPD (the "Police Commissioner") hereby authorizes the BSP to exercise full police powers anywhere within Baltimore City, provided, however, that the exercise of those powers ordinarily shall be limited to those circumstances where the BSP is supporting the

BPD in policing regarding special events, augmentation of force, joint task force activities, addressing a school-based incident, or responding to an active shooter or other emergency situation. The manner of exercising law enforcement authority, as set forth in this MOU, shall not affect the authority granted BSP in matters involving fresh pursuit. Whenever a sworn law enforcement officer of the BSP takes law enforcement action pursuant to the provisions of this MOU outside of the BSP's Primary Jurisdiction, the BSP officer shall within twelve (12) hours of taking such action, give formal written notice to the Police Commissioner and the BSP Chief of Police of such law enforcement action under Md. CRIMINAL PROCEDURE Code Ann. § 2-102. The Police Commissioner designates BPD's Chief of Patrol to receive such notices. The BSP designates its Chief of Police to receive such notice.

5. Concurrent Jurisdiction of Baltimore City Police and School Police. The term "concurrent jurisdiction" shall mean those physical areas in which both the BPD and BSP have jurisdiction within Baltimore City. BPD and BSP have concurrent jurisdiction throughout Baltimore City, including but not limited to on City School Properties, subject to the terms of this MOU.
6. Emergency Situations. BPD shall be the lead agency, assuming full and complete responsibility, in any emergency that occurs in the area of concurrent jurisdiction. An "emergency," as defined in Md. Code Ann., Crim. Proc. § 2-101(b), is "a sudden or unexpected happening or an unforeseen combination of circumstances that calls for immediate action to protect the health, safety, welfare, or property of a person from actual or threatened harm or from an unlawful act." BSP shall provide assistance to the BPD in any emergency that occurs in the concurrent jurisdiction area, when the BPD requests, subject to the availability of BSP officers.
7. Active Shooter and other Life-Threatening Situations. BPD Communications and BSP Communications shall notify one another, as soon as possible, of any active shooter, barricade situation, hostage situation or other life-threatening occurrences on City Schools Properties.
8. Criminal Investigations – BPD Lead Responsibility. BPD shall be the lead agency with full and complete responsibility for investigating for Part I offenses and all cases of death (including homicide, suicide and sudden death) in Baltimore City. Under the Federal Bureau of Investigation's Uniform Crime Reporting Program ("UCR"), "Part I Offenses" are: criminal homicide, rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft, and arson. In addition, BPD shall be the lead agency with full and complete responsibility for investigating cases of aggravated assaults by shooting, or other type of aggravated assaults where the victim is hospitalized, robberies, sexual child abuse, child abuse, all sex offenses, human trafficking, commercial sex acts, prostitution, involuntary servitude, and all hate crimes that occur on School Properties. In addition, if a vehicle accident occurs within the area of concurrent jurisdiction that requires an Accident Reconstruction/CRASH investigation, the BPD will assume the duties as primary investigators. Subject to available resources, the BSP will assist in these criminal investigations upon request of BPD.

- a. Where the BPD assumes lead responsibility for the criminal investigations of incidents identified in this Section 8 that occur on City Schools Properties, the BSP and other City Schools staff will limit their investigation to ascertaining basic facts and doing what is necessary to stabilize the situation until a BPD officer arrives, absent exigent circumstances. For such incidents, City Schools will defer taking written statements from students or witnesses, thereby permitting the BPD the opportunity to do so. In addition, City Schools shall consult with BPD to determine whether it is appropriate to notify the school community and the timeline for so doing.
- b. If requested by City Schools for purposes of conducting student disciplinary or other administrative processes within the timelines mandated by state or federal law for such processes, subject to applicable BPD Policy, the BPD will assist City Schools by providing periodic status updates on its criminal investigations of incidents identified in this Section 8 that occur on City School Properties. Upon BSP request, BPD shall promptly notify the BSP if it decides not to conduct a criminal investigation in response to a report of any such incident that allegedly occurred on City Schools Properties so that BSP may determine whether to commence its own investigation and/or refer to other City Schools staff for student disciplinary or other administrative processes.
- c. Where the BPD assumes lead responsibility for the criminal investigations of incidents identified in this Section 8 that occur on City Schools Properties, BPD shall proceed in accordance with BPD Policy 1207, as adopted on January 6, 2020 and as amended from time to time, including but not limited to the provisions regarding parental notification, and all other applicable laws, policies, and administrative orders, including but not limited to COMAR 13A.08.01.12 (regarding arrests on school premises) and COMAR 13A.08.01.13 (regarding questioning students on school premises). In particular, the Parties recognize that, under state law, law enforcement questioning of students is prohibited on school premises unless in connection with a crime committed on the premises or in connection with an investigation which, if not immediately permitted, would compromise the success of that investigation or endanger the lives or safety of the students or other persons, provided, however, that a principal or designee should be present throughout that questioning. When questioning of students by BPD occurs on school property, BPD, BSP, or City Schools staff, as appropriate consistent with applicable protocols, will strive to promptly contact the student's parent/guardian in advance, unless the parent/guardian is the alleged perpetrator. In addition, student shall be questioned by the appropriate law enforcement officers, when necessary, in a manner and at a time that is age-appropriate, minimizes disruption to the school day and classroom instruction, and is consistent with all applicable laws and regulations.
- d. In order to search students and their belongings on City Schools Properties, BPD officers must have probable cause to suspect that the search will reveal evidence that the student has committed or will commit a criminal offense, and the scope of the search must be reasonably related to the objectives of the

search and not excessively intrusive in light of the student's age and sex and nature of the infraction. The principal/designee shall be present during all searches of students on City School Property.

- e. Absent an immediate public safety need to stop an illegal activity, effect an arrest, and/or seize evidence, the BPD will collaborate with BSP and the principal or the principal's designee prior to a law enforcement action involving students on City Schools Properties to assess the totality of the circumstances and address the matter in a manner that is in the best interest of the student and the welfare of the school community. Circumstances to consider under the totality of the circumstances regarding law enforcement action involving students include but are not limited to: absence or presence of perceived intent; whether the matter is solely administrative in nature or involves a criminal nexus; whether or not the offender was coerced and/or threatened to participate in the inappropriate behavior; which least proposed law enforcement action (physical arrest, paper arrest, citation, suspension, mediation, counseling, etc.) will achieve the desired goal of correcting behavior while being accountable to all stakeholders within the school community; administrative and or criminal history of the offender; the student's age; cultural, equity, or linguistic factors, as well as any student disability or other special needs, which may provide context to understand student behavior; or other mitigating circumstances. If circumstances do not allow for consultation prior to a law enforcement action, the Parties will come together as soon as possible thereafter to address the matter. Every opportunity should be made to debrief especially critical incidents at the appropriate time to identify lessons learned.
9. Criminal Investigations – School Police Lead Responsibility. Except for the incidents described in Section 8 above, BSP shall be the lead agency with full and complete responsibility for investigating generally all Part II offenses that occur in the presence of BSP officers or in the area of BSP Primary Jurisdiction. Under the Federal Bureau of Investigation's Uniform Crime Reporting Program "Part II Offenses" are: other assaults, forgery and counterfeiting, fraud, embezzlement, crimes involving stolen property, vandalism, crimes involving weapons, prostitution, sex offenses, drug abuse violations, gambling, offenses against the family and children, driving under the influence, violation of liquor laws, drunkenness, disorderly conduct, vagrancy, and all other offenses that are not Part I Offenses or otherwise described in Section 8 that occur on City School Properties. Subject to available resources, BPD will assist in criminal investigations of Part II Offenses by BSP upon request of BSP.
  10. Responding to Other Student Misbehavior. The BPD and BSP shall not use their police powers to intervene in other student misbehavior on City School Properties that is not identified in the preceding sections, including but not limited to behaving in a rude or disruptive manner; making excessive noise; hanging out in school hallways or bathrooms; or violating school dress codes. City Schools principals or their designees will be the primary source of administrative disciplinary consequences and interventions in response to the foregoing student misbehavior. The City Schools Code of Conduct provides detailed information on administrative disciplinary consequences and interventions and shall guide the school-based responses to such

student misbehavior. When BPD and BSP respond to school-based incidents that are identified in the foregoing sections, they will work with the principal and other City Schools staff, whenever possible, to de-escalate those incidents. Principals or their designees will make every effort to notify BSP and BPD officers who respond to a school-based incident if any City Schools student involved is a student with disabilities, limited English proficiency, or other special needs and therefore may require special treatment and accommodation in addressing the incident at issue, and BSP and BPD will take such information into consideration in their response.

11. **School Police Reports.** BSP shall use BPD Incident Report forms, as well as other appropriate BPD forms, when BSP officers document an arrest or otherwise write an official police report. BSP reports shall include “CSPF Report” on the first line of the narrative section of the report. Every BSP report will clearly indicate when an incident that is the subject of its report occurs outside BSP’s Primary Jurisdiction. For example, BSP will state on its reports when an incident occurred off of school property by stating this fact within the report, and also writing “OFF SCHOOL PREMISES INCIDENT” at the top of the narrative on the incident report. BSP incident reports shall include the CC number assigned by BPD’s Communications Center. BSP reports shall be promptly delivered, on a daily basis, to commanding officer, BPD Records Management Section.
  
12. **Releasing Student Information from School Records.** Pursuant to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g(b)(1) (2013), and its implementing regulations, as well as to other laws and regulations regarding student privacy information from a student’s school records can only be shared with BPD and/or included in the reports required under this MOU in one of the following circumstances:
  - Directory information-unless a parent/guardian specifically asked that such information be kept confidential;
  - With consent of parent/guardian or adult student;
  - In response to a subpoena; or
  - In a specific situation that presents imminent danger to students or members of the community or that requires an immediate need for information in order to avert or diffuse serious threats to the safety or health of a student or other individual.
  
13. **School Police Referrals to BPD Chief of Patrol.** On a daily basis, BSP will email to [COPOffice@baltimorepolice.org](mailto:COPOffice@baltimorepolice.org) a copy of BSP’s 24-hour report. BSP’s 24-hour report will include a cover page that lists each incident report taken by BSP the previous day, along with CC# assigned by BPD’s Communications Center together with a scanned copy of each BSP incident report. BPD’s Chief of Patrol’s office will distribute copies of the incident reports to each patrol district commander as appropriate. The BSP notice required in this Section 11 shall constitute BSP’s formal written notice to the Police Commissioner of law enforcement action under Md. CRIMINAL PROCEDURE Code Ann. § 2-102. The Police Commissioner designates the **Chief of Patrol**, including the designee’s successors and any successor office at BPD that performs this function to receive these notifications.



14. School Police Monthly Reports. Within two weeks of the end of each month, BSP will provide BPD monthly reports that identify the use of its law enforcement activities and misconduct cases that arise from the exercise of police powers, disaggregated by cases that occur off City School Properties and otherwise outside BSP Primary Jurisdiction. The monthly reports will include cumulative data for the annual and three-year rolling periods beginning on the date of this MOU in a format agreed by BPD and BSP, as well as data disaggregated by race, ethnicity, age, and gender on arrests, stops, use of force, and other law enforcement actions, subject to FERPA and other applicable law.
15. Use of Force Reporting. Subject to FERPA and other applicable law, BSP shall provide to BPD aggregate summaries of the data that it is required to provide to the Maryland Center for School Safety on incidents of use of force by BSP officers, pursuant to Md. EDUCATION Code Ann. § 7-1508. In addition, subject to applicable law and BD policies, BPD shall report to the BSP Police Chief any use of force by BPD officers on City Schools Properties.
16. Referral Tracking Reports. BPD's Consent Decree Compliance Unit will review the BSP referral reports on annual basis and provide a written report to the Police Commissioner and BSP Police Chief as to the number of BSP referrals during the reporting period and cumulative reports during the current and prior calendar year.
17. BSP Alert Feed. BSP will provide BPD an incident alert feed, where all police incidents involving BSP officers are given a short narrative and sent out to BPD through an email, in real time. The alert feed will identify incidents as occurring off school property, within the feed. The alert feed will also identify reports that were generated by BSP when BSP officers work overtime details to assist BPD in providing security for special events. The alert feed, currently known as the "School Police Incident Notification List," provides situational awareness of possible criminal activity but does not constitute formal notice or calls for service.
18. School Contact Information Update. On January 1, and July 1 each year BSP will provide BPD's Chief of Patrol at [COPOffice@baltimorepolice.org](mailto:COPOffice@baltimorepolice.org) the following information. BPD's Chief of Patrol's Office will distribute this information through BPD patrol districts as appropriate.
  - i. Names and addresses of all schools. Street address is the most important locator. City schools have various names, the names change, more than one school may be at one address (for example PS 10 is also known as James McHenry Elementary Middle, 31 S Schroeder St 21223)
  - ii. Principals and Assistant Principals and their telephone numbers and email addresses for each school
  - iii. Deans of Discipline or equivalent position, contact numbers and emails for these personnel for each school
  - iv. School uniforms. A description of the school uniforms for each particular school.
19. Computer Assisted Dispatch (CAD); Records Management System ("RMS"). BPD's Communications Center will classify School Police calls for services under service

Code “SP” in its CAD System. In addition, School Police calls for service will use the BSP Unit Series Numbers to identify BSP officers. As BPD updates its CAD, RMS and adopts electronic field-based reporting systems, BSP will evaluate integration of its reporting system with BPD’s RMS system.

20. BPD Reports. Where BPD assumes primary responsibility for investigations conducted pursuant to Section 3 above and the offense occurred on City Schools Properties, upon BSP request, BPD shall provide the BSP with copies of BPD’s final investigative reports, notification of issuance of any warrants and resulting arrests, and subject to applicable BPD policies any other information reasonably requested by City Schools to support its student disciplinary and other administrative processes, as described in Section 8 above unless doing so would jeopardize BPD’s investigation of the matter.
21. Misconduct Investigations and Discipline. As independent police agencies, BPD and BSP each has its own professional integrity or internal affairs section responsible for its officer’s conduct. BSP will promptly, and within twenty-four (24) hours of an incident of alleged misconduct, notify the Commander of BPD’s Public Integrity Bureau (“PIB”) or any successor office at BPD that performs this function of any claim of police misconduct that arises from any BSP officer’s activities outside BSP’s Primary Jurisdiction or that results from joint BSP BPD police activities. The Parties will cooperate with one another’s administrative investigations when both agencies’ officers are involved in an incident under investigation unless doing so would jeopardize BPD’s or BSP’s investigation of the matter. To the extent permitted by FERPA and other applicable law, BSP will provide BPD’s PIB with periodic status updates of its investigations of police misconduct and also final reports of its investigations of alleged BSP police misconduct. Within two weeks of the end of each month, BSP will provide BPD monthly reports that identify matters described in this Section. The monthly reports will include cumulative data for the annual and three-year rolling periods in a format agreed by BPD and BSP.
22. Consent Decree.
  - a. General Cooperation. BSP covenants and agrees to assist BPD in the collection and sharing of relevant BSP data and information, consistent with FERPA and other applicable law, which is reasonably required or requested by BPD to assist with its compliance activities under the Consent Decree.
  - b. Review of BSP Activities. In accordance with Sections 11-13 above, BPD in collaboration with BSP will conduct monthly/quarterly/annual reviews of all reports related to BSP’s exercise of law enforcement power outside its Primary Jurisdiction. The BPD public integrity unit will review any complaint reports of BSP misconduct outside its Primary Jurisdiction and/or involving BPD officers’ actions on City Schools Properties and, to the extent permitted by applicable law and BPD policies, inform City Schools of the results of such reviews.

- c. Biennial Review. BPD will conduct a biennial evaluation of its efforts at improving coordination with BSP and the Parties will continuously work to improve their efforts to protect and serve.
23. Policies Related to Officer Conduct Reviews. BPD and BSP will periodically discuss policies and protocols governing civilian complaints involving BSP officers exercising law enforcement power outside its Primary Jurisdiction. BSP will have final authority to determine policies and protocols to be incorporated in BSP's internal disciplinary system.
24. Arrests and Prisoner Processing. Persons arrested by BSP shall be transported and processed at the Central Booking and Intake Center ("CBIC") or juvenile booking by the arresting officer, provided the BSP has available human resources, otherwise the BPD will transport the arrestee. If an arrest of a City Schools student occurs on City Schools Properties, the student shall not be transported to CBIC until the student's parent/guardian is notified or an attempt has been made to notify a parent/guardian in accordance with BPD Policy. The processing of arrestees shall be in keeping with the CBIC's or juvenile booking's current practices. BSP officers shall be responsible for the proper preparation of all charging documents for their arrestees. Once the arrestee is detained at the CBIC or juvenile booking, any personal property of the arrestee becomes the responsibility of CBIC or juvenile booking personnel.
25. Evidence Processing and Storage. BSP officers will submit suspected controlled, dangerous, substance-related evidence (discarded or recovered), weapons-related evidence (discarded or recovered), any criminal tool-related evidence, and U.S. coin and/or currency-related evidence to the BPD Evidence Control Section for processing and pre-trial storage. All submissions shall be in accordance with current BPD policies, procedures, and guidelines. Except as specified in the preceding sentences, all other 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 BSP to collect, preserve, and present evidence for court proceedings, the evidence will be maintained in the BPD Evidence Control Section, consistent with then current BPD policy.
26. Communications Center; Hot Desk.
  - a. Radio. BSP shall be permitted to continue its current use of the BPD Emergency Communications Center. BSP is authorized to transmit on the BPD radio frequency for calls for service, joint operations / investigations, joint special details, and emergencies / natural disaster situations.
  - b. Hot Desk. Authorized BSP 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 check.
27. Medical Needs of Arrestees. If a BSP arrestee requires medical attention, the BSP will transport the arrestee to a medical facility and guard the arrestee if hospitalization is required. Should medical attention become necessary after a BSP arrestee has been

booked at CBIC or transferred to the Department of Juvenile Services, appropriate actions should be the responsibility of those agencies.

28. Court Appearances. BSP and BPD officers will appear in court as 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.
29. Threat Assessment; Criminal Investigations. To the extent of available human resources, BSP will collaborate with BPD's intelligence section to assist in threat assessments in areas of BSP's Primary Jurisdiction, and BPD will, upon request from City Schools, assist in school-based threat assessments on social media and elsewhere pursuant to Md. EDUCATION Code Ann. § 7-1507.
30. Arrest Warrants. To the extent of available human resources, BSP will assign an officer to work with BPD's Warrant Apprehension Task Force. BSP 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 BSP that have not been served within fifteen (15) days.
31. Next of Kin Notifications. 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 responsible for investigating the incident.
32. Arrests on City School Properties. Neither BSP nor BPD officers will execute warrants or otherwise arrest City Schools students on City Schools Properties for incidents that did not occur on City Schools Properties, except in exigent circumstances. In the event that a BPD officer executes a warrant or otherwise arrests City Schools students on City Schools Properties, the Parties acknowledge that such arrests will be effectuated in accord with COMAR 13A.08.01.12 in such a manner to avoid both embarrassment to the student being arrested and jeopardizing the safety and welfare of other students. In addition, every effort shall be made by school officials to inform the parent/guardian immediately. After an arrest of a student is made on City School Properties, BPD officers shall not engage in further questioning and shall remove the student from City School Properties as soon as practicable, except in circumstances that pose a serious and immediate threat to school or community safety.
33. BPD Academy Training. BPD will offer to provide initial and/or In-Service Training on a schedule to be determined by BPD to BSP civilian or sworn personnel at no cost to City Schools to supplement the state-mandated training for BSP required under Md. EDUCATION Code Ann. § 7-1508. BPD shall make its in-service training schedule available to BSP officers.

34. BPD Quartermaster. The Board shall within sixty (60) days of invoice date, reimburse the BPD for the full cost of all equipment and uniforms requested from the BPD Quartermaster for the use by the BSP.
35. Reserved.
36. Overtime Compensation. 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 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 BSP provided to BPD.
37. Term; Termination. This MOU shall remain in effect for three (3) years from the date first above written. This MOU may be terminated for any reason by giving written notice to the other Party at least thirty (30) calendar days prior to the proposed date of termination.
38. Biennial Review. The Parties will review and revise this MOU every two years, as contemplated by the Consent Decree.
39. Modification. This MOU may only be modified in writing and with the permission of both Parties. Any proposed amendment to this MOU 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 the MOU.
40. Governing Law. This MOU shall be governed by and construed under the law of the State of Maryland.
41. Entire Agreement. This MOU supersedes prior MOU between the Parties, including but not limited to the prior memorandum of understanding executed on February 6, 2016, as subsequently amended, and constitutes the entire and full understanding between the Parties. Neither Party shall be bound by any representation, statement, promise or agreement not expressly set forth herein.
42. Independent Contractors. This MOU does not create any partnership or employment relationship between BSP law enforcement officers and BPD. The Board's BSP and the BPD are independent contractors. Law enforcement officers of each Party remain employees of their respective law enforcement agencies.
43. Limitation of Liability. This MOU 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.; Md. Code Ann. Cts. & Jud. Proc. § 5-518, or Md. Code Ann. Educ. § 4-105.

44. No Waiver. This MOU does not purport and shall not be construed to waive any defense, liability or damages limitation, or governmental immunity possessed by the BPD, the Board, the BSP, or any of their employees or officers pursuant to Maryland law or otherwise. 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.
45. Non-Discrimination. The Parties agree that no person shall be subjected to discrimination on the basis of actual or perceived characteristics, including race, ethnicity, color, ancestry, national origin, religion, immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/parental status, marital status, age, physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations in the performance by the Parties of their respective duties, responsibilities, and obligations under this MOU.

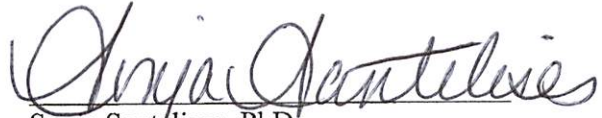
*The remainder of this page is intentionally blank.*

*Signatures appear on the next page.*

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



Michael S. Harrison  
Police Commissioner  
Baltimore Police Department



Sonja Santelises, PhD  
Chief Executive Officer  
Baltimore City Public School System

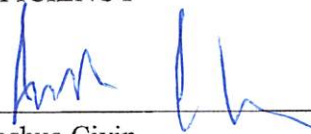


Akil Hamm  
Chief of Police  
Baltimore City School Police

APPROVED FOR FORM AND LEGAL SUFFICIENCY



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



Joshua Civin  
Chief Legal Counsel  
Baltimore City Public School System