

MEMORANDUM OF UNDERSTANDING
AMONG
DEPARTMENT OF EDUCATION OF THE CITY OF NEW YORK
NEW YORK POLICE DEPARTMENT OF THE CITY OF NEW YORK
AND
THE CITY OF NEW YORK
ON
THE PERFORMANCE OF SCHOOL SECURITY FUNCTIONS
BY THE NEW YORK CITY POLICE DEPARTMENT FOR THE BENEFIT OF THE
CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK
AND ITS STUDENTS AND STAFF

This Memorandum of Understanding ("MOU"), made and entered into among the Department of Education of the City of New York (the "DOE"), the New York Police Department of the City of New York ("NYPD"), and the City of New York (the "City") (hereinafter referred to as the parties) represents an agreement regarding the maintenance of safety and security in New York City public schools.

WHEREAS, the maintenance of order and security in and around public schools is essential to creating learning environments in which students can meet high academic standards and where educators can teach to those standards.

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WHEREAS, the DOE and the City, in order to strengthen their efforts to create safe learning environments, entered into an MOU dated September 17, 1998 ("the 1998 MOU"), which established a joint school security program;

WHEREAS, the 1998 MOU and the joint school security program were continued by agreement of the DOE and the City on January 1, 2003;

WHEREAS, in accordance with the 1998 MOU, all necessary steps were taken to effectuate the transfer of security functions to the NYPD and the NYPD assumed responsibility for the provision of security in DOE public schools in furtherance and support of the educational mission of the DOE;

WHEREAS, the goal of this MOU is to codify the working relationship that has evolved between the DOE and NYPD since the transfer of school safety functions to the NYPD;

WHEREAS, this MOU reflects the shared commitment between the NYPD and DOE to ensuring a safe school environment for students and school staff as well as the joint philosophy reflected in agreed-upon policies of de-escalation;

WHEREAS, NYPD's best practices while policing in schools have led to sharp declines in school-based arrests, summonses and school-based crime;

WHEREAS, the purpose of this agreement is also to provide guidance to the parties for collaboration and day-to-day interactions to ensure that school-based arrests, summonses and school-based crime continue to decline, recognizing that most school-based discipline matters and student behavior are best addressed by school staff, to foster positive interactions between students, school staff, members of the NYPD School Safety Division and uniformed members of the NYPD, and to support a positive educational climate;

WHEREAS, the Mayor convened a Leadership Team on School Climate and Discipline comprised of multiple stakeholders, including representatives from the DOE, the NYPD, principals, educational agencies, researchers, advocates, community members, unions, parents/guardians, students and service providers;

WHEREAS, the Leadership Team was charged with recommending and monitoring reforms designed to lead to a reduction in suspensions and arrests, utilization of de-escalation techniques and other research based prevention measures and implementation of equitable school-based disciplinary practices;

WHEREAS, based upon the recommendations of the Leadership Team, the Mayor adopted a mission statement reaffirming the parties' commitment to the following goals: keeping schools safe places of learning; ensuring that discipline is administered fairly; eliminating disparities and inconsistencies in the punishment of students; and eliminating the use of summons and arrests for minor school misbehavior while continuing to advance school safety;

WHEREAS, the parties wish to continue the joint school security program and to clarify their respective roles and responsibilities and to align these roles and responsibilities with these goals; and

WHEREAS, the parties wish to continue to act in a spirit of mutual cooperation and purpose and strengthen their collaboration.

NOW, THEREFORE, the parties amend and restate the MOU and agree as follows:

I. GENERAL PRINCIPLES

I. The parties agree that the joint school security program established by the MOU dated September 17, 1998, shall be continued.

2. The parties agree that it is the goal of this MOU to ensure a safe school environment, improve school climate and reduce the number of safety related incidents and corresponding arrests and summonses when possible.

3. The parties agree that the performance of school security functions by NYPD School Safety Division personnel pursuant to this MOU shall continue to be in furtherance and support of the educational mission of the DOE. The term NYPD School Safety Division ("SSD") personnel as used in this MOU shall include school safety agents, supervisors, and other civilian employees engaged in security functions in the SSD and uniformed task force officers assigned to the SSD.

4. The term "uniformed members of the NYPD" as used in this MOU means uniformed employees of the NYPD who are not assigned to the SSD.

5. In furtherance of the educational and security objectives of this MOU, the parties agree to consult and work cooperatively with each other on matters pertaining to school security. Principals and SSD personnel shall work cooperatively on matters relating to school security and the day to day operations of the schools.

6. The parties agree that: a) superintendents, principals and other appropriate DOE personnel are primarily responsible for addressing and responding to non-criminal student misconduct; b) that such personnel shall address and respond to non-criminal misconduct through the use of appropriate classroom management and de-escalation techniques, implementation of the school's ladder of referral, and the imposition of discipline, supports and interventions, in accordance with the Citywide Behavioral Expectations to Support Student Learning ("the Discipline Code"), Chancellor's Regulations and DOE policy; and c) such personnel should make reasonable efforts, where appropriate, to minimize disruption to students'

education and to address student behavior through guidance interventions and other school based supports, in accordance with the Discipline Code, Chancellor's Regulations and DOE policy.

7. The parties agree that school personnel should not call upon SSD personnel and/or uniformed members of the NYPD to address or respond to non-criminal, minor misconduct where such school personnel can safely address such misconduct. Such misconduct may include, but is not limited to, the following behaviors: 1) behaving in a manner which disrupts the educational process (e.g. making excessive noise); 2) failing to wear the required uniform; 3) cutting classes; 4) lateness for school or class; 5) unexcused absence from school; 6) engaging in verbally rude or disrespectful behavior; 7) wearing clothing, headgear or other items that are unsafe or disruptive to the educational process; 8) smoking and/or the use of electronic cigarettes and/or possession of matches or lighters; 9) gambling; 10) using school computers, fax machines, telephones, and/or other electronic equipment or devices without appropriate authorization; 11) lying to, giving false information to, or otherwise misleading school personnel; and 12) misusing property belonging to others.

Nothing herein precludes school personnel from seeking the assistance of SSD personnel, where appropriate, to support school personnel in implementing school based interventions and supports in accordance with the school's ladder of referrals to address such misconduct as set forth in paragraph 5 of this MOU (e.g., escorting student to dean's office).

8. The parties agree that SSD personnel and uniformed members of the NYPD should utilize, whenever possible, diversionary responses and protocols in lieu of arresting or issuing a summons to a student. In particular, low level school based offenses, such as those listed below should, on a case by case basis, be eligible for diversion when feasible:

- 1) low level marijuana possession;

- 2) disorderly conduct;
- 3) consumption of alcohol;
- 4) trespass;
- 5) harassment;
- 6) spitting in public;
- 7) graffiti; and
- 8) other low level offenses that may be safely handled by school administration.

9. The parties agree that integration of SSD personnel into their school communities is essential to maintaining safe and orderly schools and that school administrators shall seek to include such personnel, where appropriate, in school meetings, including staff briefings, school safety committee meetings, building council meetings, Parent/Guardian and Teacher organization meetings and Town Halls.

10. The parties agree that school safety agents shall not carry firearms in schools.

II. COOPERATIVE FRAMEWORK

11. There shall continue to be a Joint Committee consisting of equal numbers of designees of the Chancellor, the Police Commissioner and the Mayor who shall monitor, evaluate and ensure the effectiveness of the joint school security program on an ongoing basis. The Joint Committee shall be convened by the Mayor's Office of Criminal Justice and shall meet regularly and shall assist the Chancellor, the Mayor and the Police Commissioner as the need arises. The Joint Committee shall promote consultation, develop appropriate programmatic recommendations, modifications and/or improvements and prepare an annual evaluation of the joint security program.

12. The Joint Committee shall review de-identified student incident data, including data on suspensions, arrests, summonses and metal detection scanning, consistent with law. The Joint Committee shall identify any trends or disparities with respect to such data and shall develop programmatic recommendations to address such trends and disparities.

13. The Joint Committee shall review the DOE's school safety plan template and any related regulations or directives, and recommend any changes necessary to ensure conformance with the goals and purposes of the joint security program set forth in this MOU.

14. As part of his or her regular duties, the Commanding Officer for School Safety shall maintain a permanent liaison to the Chancellor, and shall serve on the Joint Committee on behalf of the NYPD and meet with the Chancellor or with designees of the Chancellor when necessary. In addition, each precinct commander shall appoint one or more NYPD uniformed supervisors who shall maintain a permanent liaison to principals/designees of schools within their precinct.

15. The Chancellor shall appoint an individual who shall act as a permanent liaison to the Police Commissioner and the Commanding Officer for School Safety. Such individual shall also serve on the Joint Committee on behalf of the Chancellor and meet with the Police Commissioner, Commanding Officer of School Safety Division, or other NYPD designees when necessary.

16. The Mayor's Office of Criminal Justice shall convene a School Safety Community Partnership Committee, which shall include the parties to this MOU, educators, unions, advocates, students and parents/guardians and other representatives as agreed to by the parties to this MOU. The Committee shall meet quarterly to: 1) receive updates about implementation of Leadership Team recommendations; 2) review school safety data; and 3)

make recommendations to improve school climate, including but not limited to, professional development and best practices.

III. SECURITY FUNCTIONS

17. SSD personnel and uniformed members of the NYPD shall continue to be responsible for the provision of security in DOE public schools. Such security functions shall include, but not be limited to, visitor control, school building patrol, emergency response and searches of students and metal detection scanning, in accordance with Chancellor's Regulations and procedures established by the parties, as set forth in this MOU.

18. The NYPD's Commanding Officer for School Safety shall continue to oversee, direct and command SSD personnel engaged in the performance of school security functions.

19. The DOE and NYPD shall jointly determine the schools in which metal detection scanning will take place and the schools where metal detection scanning will be removed, in accordance with procedures developed by the parties.

20. In accordance with applicable Chancellor's Regulations and other policies and procedures established by the parties, SSD personnel shall conduct metal detection scanning, search students and confiscate and voucher all weapons prohibited by law or DOE policy and other contraband prohibited by law. In accordance with DOE and NYPD policy, with respect to searches of students which are not conducted through metal detection scanning (e.g., x-ray machines, hand held detectors) SSD personnel should conduct such searches in a separate area designated by the principal or designee, outside the presence of other students, except where there are immediate safety concerns.

21. School officials must make every reasonable effort to notify the parent/guardian when uniformed police officers wish to question a student. In the event the parent/guardian cannot be reached and it is determined that the questioning may take place based upon the nature of the circumstances in accordance with Chancellor's Regulations, NYPD policies, and the

policies and procedures developed by the parties, the principal/designee must be present during the interview. If the principal/designee was involved in the incident, a school official other than the principal/designee, must be present and the student shall be offered the opportunity to select an appropriate available adult DOE staff member to be present during the interview. SSD personnel and uniformed members of the NYPD shall advise the student and parent/guardian, when available, of the student's Juvenile Miranda Rights as set forth in the patrol guide. Questioning should be done in a manner which is least disruptive to the school and to the student's education to the maximum extent possible.

22. SSD personnel and uniformed members of the NYPD, to the fullest extent practicable, in instances not requiring immediate arrest or other immediate action, shall consult with the principal of a school or his or her designee prior to placing a student enrolled at such school under arrest, or initially issuing to such student any form of criminal process, on the property of such school. In the course of any such consultation, such personnel and/or officers shall take into account any information provided by the principal or designee. Furthermore, the principal or designee may consult with a precinct supervisor where appropriate. If such prior consultation is not possible, SSD personnel and uniformed members of the NYPD shall notify the principal/designee as soon as practicable after placing a student enrolled at such school under arrest or initially issuing to such student any form of criminal process on the property of such school. The DOE shall make every reasonable effort to immediately notify the parent/guardian of any student placed under arrest or issued any form of criminal process.

23. SSD personnel and uniformed members of the NYPD shall use the minimum level of restraint necessary when restraining students in accordance with NYPD policy. Whenever possible, and when appropriate and consistent with personal safety to reduce or eliminate the necessity to use force, SSD personnel and uniformed members of the NYPD should coordinate with school officials to have a student removed to a semi-private location prior to

handcuffing a student. Metal handcuffs should not be used on students younger than twelve years of age without prior approval of the precinct school safety sergeant, patrol supervisor or school safety supervisor, whenever possible.

24. As a member of the school safety committee of each school, SSD personnel and uniformed members of the NYPD shall participate in the formulation of, and be signatory to, the school safety plan of such school in accordance with applicable Chancellor's Regulations and other policies developed by the parties. SSD personnel and uniformed members of the NYPD shall perform their functions under this MOU in each school in furtherance of such school safety plan.

IV. PERSONNEL AND TRAINING

25. The NYPD shall be responsible for the recruitment, hiring, supervision and training of SSD personnel subject to the provisions of this MOU.

26. Uniformed members of the service to be considered for assignment to the SSD Uniformed Task Force and other assignments that are related to school security matters should be selected in part based on factors that include their demonstrated experience working with youth, educational background, and/or training in community relations, conflict resolution, education or youth-related issues.

27. The DOE shall be given the opportunity to develop curriculum and to participate in training programs conducted by the NYPD for SSD personnel in accordance with this MOU.

28. The training of SSD personnel and uniformed members of the NYPD shall, respectively, include training in the following areas:

(a) SSD personnel shall receive training in operating in the school environment, including but not limited to: the unique culture, diversity and structure of such environment; child abuse recognition; conflict resolution/de-escalation; impact of certain

disabilities and behaviors; effects of trauma; school safety operations and procedures; metal detection procedures; truancy and attendance issues; Chancellor's Regulations, the Discipline Code and other relevant DOE policies governing the conduct of students; and coordination of activities with school principals; and

(b) NYPD uniformed members of the service shall receive training in crisis intervention; conflict resolution; de-escalation techniques; drug use and alcohol abuse recognition; effects of trauma; impact of certain disabilities and behaviors; implicit bias; and child and adolescent development.

29. Where relevant to the responsibilities set forth in the MOU, SSD personnel shall be invited to professional development and school-wide orientations provided to DOE staff. Such professional development/orientations may include, but not be limited to, school climate, the code of conduct, and behavioral interventions, such as de-escalation techniques and restorative practices.

30. In the event of an ongoing disagreement between a principal and SSD personnel or uniformed members of the NYPD assigned to the school, the parties will attempt to resolve the matter at the level of the superintendent and School Safety Division borough commander/ civilian/uniformed zone commander; if the matter remains unresolved, it will be brought to the attention of the Commanding Officer of School Safety and the Chancellor's designee for resolution.

31. Principals shall be given an opportunity to provide input with respect to the performance of School Safety Agents assigned to their schools, in accordance with procedures developed by the parties.

32. In the event that the school principal is not satisfied with the performance of the SSD personnel or uniformed members of the NYPD assigned to the school, the principal or his

or her designee may contact the NYPD's School Safety Division to request a change in school security personnel or uniformed officers assigned to the school, and the NYPD will work with the principal or designee to achieve mutually agreeable personnel assignments. The NYPD has final decision making authority on all assignments of SSD personnel and uniformed members of the NYPD to schools.

33. Principals shall report misconduct by SSD personnel and uniformed members of the NYPD in accordance with procedures developed by the parties.

V. DEPLOYMENT OF SCHOOL SAFETY DIVISION PERSONNEL

34. The strategy for broad-based deployment of SSD personnel and the projected number of SSD personnel and uniformed members of the NYPD assigned to each school building (hereinafter "deployment plan") shall be reviewed prior to the beginning of each new school year by the DOE and NYPD.

35. The DOE and NYPD shall meet on a quarterly basis to discuss modifications to the deployment plan. In the event of a non-emergency anticipated reduction in the overall number of SSD personnel or uniformed members of the NYPD assigned to a school, the NYPD shall consult with the principal of such school or his or her designee in advance of such reduction. The NYPD and DOE must agree before any major changes to the deployment plan are made.

36. The DOE and the NYPD shall develop policies and procedures to ensure that principals/designees are advised of any changes to deployment of SSD personnel in their school buildings, absences by SSD personnel and replacement SSD personnel during such absences.

VI. REPORTING AND INCIDENT DATA

37. SSD personnel and uniformed members of the NYPD assigned to the school shall report criminal and non-criminal school-related safety incidents to the principal/designee of such school in accordance with procedures set forth in Chancellor's Regulations and other policies established by the parties.

38. (a) The NYPD will provide to the Chancellor reports concerning crime and other school security incidents that are based upon standards that are currently used by NYPD, as well as such reports as may otherwise be required in connection with the use of state or federal monies.

(b) In addition to any other reports provided pursuant to this section, the NYPD shall notify the Chancellor or his or her designee promptly of any significant public safety emergency that directly concerns the security of students, teachers, principals or other staff, or of DOE educational facilities.

VII. FUNDING BY CITY SCHOOL DISTRICT

39. All expenses of the City in furtherance of the joint school security program shall be deemed to be for the benefit of the City School District of the City of New York, and may be made in accordance with an intra-city funding arrangement consistent with standard City procedures. In addition, the parties shall, at a minimum, continue at least its current level of financial commitment to school security, and expenses in furtherance of such commitment shall be made consistent with the joint program established by this MOU.

40. The details of all funding and financial arrangements, reflecting the cooperative framework set forth in this MOU, shall be implemented by a letter agreement to be entered into between the Chancellor/designee and the Office of Management and Budget of the City of New York.

VIII. GENERAL

41. SSD personnel and uniformed members of the NYPD shall continue to occupy space in DOE schools and DOE administrative buildings in substantially the same manner and to substantially the same extent as they have been occupying such space at the time at which the parties entered into this MOU. Any material increase or decrease in the allocation of such space or any material change in the use of such space must be agreed to by both parties. In the event a DOE school or DOE administrative building must be moved or substantially altered, the DOE and the NYPD shall work cooperatively to identify appropriate alternative space.

42. Nothing in this MOU shall be construed to limit or affect the powers and duties of the NYPD pursuant to Chapter 18 of the New York City Charter or other applicable law, or to abrogate the power and duty of the NYPD to take all steps necessary and appropriate to protect public safety in and around City public schools and other educational facilities, including enforcement of applicable criminal laws. In addition, nothing in this MOU shall be construed to affect the current DOE policy concerning notification of the NYPD.

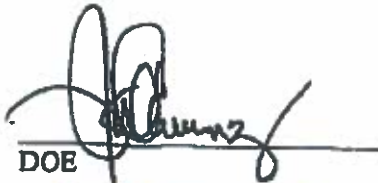
43. This MOU is not intended nor shall it be construed to create any rights or benefits in any third parties.

44. The parties to this MOU agree that this MOU shall be construed in a manner consistent with federal, state and local laws and regulations, including but not limited to the Family Educational Rights and Privacy Act.

45. This MOU may be amended or terminated only by written agreement of the parties.

46. In the event the parties mutually determine that it is the best interest of the parties to terminate this MOU, the parties shall develop an alternative program for the provision of security in DOE public schools.

Agreed to as of June 19, 2019




DOE



NYPD



Mayor

Corporation Counsel Approved as to form: 

May 31, 2019