

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

This Memorandum of Understanding (“MOU”) is entered into between the Board of School Commissioners of the City of Indianapolis (“IPS”), by and through its Police Department (“IPS PD”) and the City of Indianapolis, by and through its agency, the Indianapolis Metropolitan Police Department (“IMPD”), on the dates inscribed by the signatories below.

**1. Purpose**

This MOU establishes and delineates the responsibilities of each agency when it concerns responding to and investigating certain police incidents. It recognizes the abilities by virtue of experience of each agency’s investigative staff and sets guidelines as to whom shall handle the investigations of these particularly described incidents.

**2. Definitions**

“IPS Property” means all property owned, leased, or occupied by IPS, including the streets passing through and adjacent to the property, as well as any buses or vans used by IPS to transport students.

**3. Primary Responsibilities of Agencies**

- A. During school hours, or at any time that students are under the control of IPS, IPS PD shall have responsibility for responding to and investigating all non-felonious crimes that occur on IPS Property.
- B. Outside of school hours, or at any time that students are not in control of IPS, IMPD shall have responsibility for responding to and investigating all crimes that occur on IPS Property.
- C. IMPD shall have primary responsibility for investigating incidents of felonious conduct occurring on IPS Property or incidents that pose a serious and immediate threat of injury to an individual. In addition, IMPD shall have the responsibility for investigating sex crimes that occur on IPS Property, provided, however, that IPS PD may investigate minor sex crimes involving students, including sexual battery under Ind. Code § 35-42-4-8(a) and indecent exposure under Ind. Code § 35-45-4-1. For crimes in which IMPD has primary responsibilities, IPS PD agrees to take initial incident report before handing over the matter to IMPD.
- D. IMPD shall have the responsibility for responding to traffic incidents that occur on IPS Property that require a police response, as well as incidents involving IPS vehicles outside of IPS Property that require a police response.
- E. IMPD shall have the responsibility of responding to and investigating incidents involving IPS students that do not occur on IPS Property.

- F. IMPD shall have the responsibility to respond to alarms on IPS Property outside of school hours.
- G. IMPD will provide assistance as necessary or upon request from IPS PD.

#### **4. Incidents involving IPS PD Officers**

- A. When a police action occurs involving a member of IPS PD that results in either serious bodily injury or death, IPS PD will:
  - i. Take necessary actions according to their Standard Operating Procedures (SOPs) to protect lives, preserve crime scenes, apprehend suspects, and administer first aid.
  - ii. Call for and make notifications to supervisors as needed.
  - iii. Call for the agency having jurisdiction over the area in which the incident occurs.
  - iv. Assist and cooperate with the responding investigative unit from that agency to see that all needed actions are completed.
  - v. Provide support staff to the involved officer and assist in proper notifications per IPS PD SOPs.
  - vi. IPS PD supervisors will monitor the incident to insure officers are acting within the guidelines of the SOPs.
- B. When called upon by IPS PD to respond to an incident resulting from a police action that results in either serious bodily injury or death, IMPD will:
  - i. Send the needed uniformed personnel to assist and control the situation.
  - ii. Send investigative personnel to the scene and handle the incident as described by the respective agency guidelines. This is not to imply IMPD investigators will assume supervisory duties over IPS PD personnel. This also recognizes IPS PD personnel are not agents of IMPD.
  - iii. Handle the media response so that there is neither duplication nor conflict of information being disseminated.
  - iv. Complete its investigation and turn the findings over to the Marion County Prosecutor's Office for criminal review and the IPS PD for their administrative review.

#### **5. Evidence Management**

All evidence (e.g., weapons and narcotics) seized during an IPS PD criminal investigation will be turned over to IMPD's Property Section for evidentiary purposes.

#### **6. Geographical Jurisdiction**

Pursuant to Ind. Code § 20-26-16-6(c), IMPD agrees to grant IPS PD officers police powers and jurisdiction over all property in Marion County, Indiana.

**7. Off-Duty Employment Reporting**

All IPS PD officers engaged in off-duty employment in a law enforcement capacity in Marion County shall report their work location to IMPD dispatch at the District where they are employed prior to beginning their employment.

**8. Digital Sandbox**

IPS agrees to provide updated information for each of its schools in Digital Sandbox. This includes updating school administration contact information, as well as updating building information, including floor plans, pictures and emergency response protocols, where applicable. IPS agrees to review and provide updated information in Digital Sandbox at least once per year, as well as make updates any time there is a change in the principal or administrator of a school.

**9. Liability**

Each party to this MOU agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by applicable state and federal laws. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable laws, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

**10. Termination**

IMPD and IPS PD reserve the right to terminate this agreement upon thirty (30) days written noticed to the other party.

\_\_\_\_\_  
Dr. Lewis Ferebee, IPS Superintendent

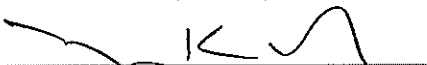
\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Ann Sullivan, President, Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Garner, Chief, IPS PD

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bryan Roach, Chief, IMPD

\_\_\_\_\_  
3-14-17  
Date