

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SALINAS
AND
SANTA RITA UNION SCHOOL DISTRICT
REGARDING
SCHOOL RESOURCE OFFICERS**

This Memorandum of Understanding ("Memorandum") is entered into this 21st day of September, 2017, by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as "the City," and the Santa Rita Union School District, a public elementary school district, hereinafter referred to as "the District," and collectively as the "Parties."

RECITALS

WHEREAS, the City's Police Department currently assigns two (2) of its sworn peace officers to the position of "School Resource Officer" to work within the District; and

WHEREAS, the Parties desire to have School Resource Officers working at its school sites to facilitate the development of positive student interactions with law enforcement; and

WHEREAS, the City is willing to assign School Resources Officers to school sites within the District's boundaries subject to the terms and conditions set forth herein.

NOW, THEREFORE, in mutual consideration of the term and conditions set forth herein, the Parties agree as follows:

TERMS

1. Purpose.

The purpose of this Agreement is to define the roles and the responsibilities of the City and of the District with respect to the City's assignment of two (2) sworn peace officers to the position of School Resource Officer at school sites operated by the District.

2. Term and Modification.

This Agreement shall commence on August 31, 2017 and shall terminate on August 31, 2020.

This Agreement may be extended or modified only upon the mutual written consent of the parties.

3. Roles and Responsibilities of the City.

a. The City, acting through its Chief of Police or her designee, shall be responsible

for the hiring, training, supervision, and overall employment and the assignment of the School Resource Officers including compensation, payroll taxes, payroll expenses, workers' compensation insurance, and other related benefits and costs.

The Chief of Police or her designee shall be responsible for the selection and assignment of personnel as School Resource Officers, all of whom will adhere to the Salinas Police Department's policies and practices of community policing.

This does not preclude the District from providing or covering the cost of trainings for specialized topics desired by the District.

- b. School Resource Officers shall meet the requirements of California Education Code section 38001.5 unless a court of competent jurisdiction determines that section 38001.5 does not apply to the School Resource Officers.
- c. School Resources Officers are employees of the City and are not employees of the District and are therefore not entitled to benefits of any kind or nature from the District. Unless otherwise indicated herein, assignment of School Resource Officers shall be at the sole discretion of the Chief of Police or her designee and subject to the availability of officers and approval of the District.
- d. The District understands and acknowledges that the City may reassign or remove School Resource Officers from school sites based on the needs of the Salinas Police Department.
- e. Examples of Duties of School Resource Officers:
 - Mentor students
 - Provide career awareness
 - Provide anti-gang awareness curriculum
 - Provide community activities such as "Bike Rodeos," Intramural sports, etc.
 - Recommend additional community services to families

The Parties will work together to develop programs that facilitate positive interactions between students, staff, and School Resource Officers.

The District, working with the City, may assign School Resource Officers additional tasks including, but not limited to, conducting comprehensive safety and security assessments of the school site(s), responding to unauthorized persons on school property, serving as a member of a multi-disciplinary school team to refer students to professional services with both the school and the community, and building relationships with juvenile justice counselors to help

connect youth with needed services.

School Resource Officers will not respond to or be responsible for resolving routine discipline problems involving students. School Resource Officers may only be called upon to assist in those situations in which a student's behavior or violation of student code of conduct may also involve criminal conduct or out of a concern for student and/or staff safety.

- f. The Chief of Police and School Resources Officers shall ensure that the possession and use of any weapons typically employed by School Resources Officers are only employed according to Salinas Police Department Policy and applicable law.
- g. The City will determine, in collaboration with the District, the hours during which the School Resource Officers will be present at each school site. The City will determine, in collaboration with the District and subject to Officer availability, whether after school hour duties may be performed and whether the School Resource Officers will be available for meetings between the City and the District.

4. Roles and Responsibilities of the District.

- a. The District may request the placement or removal of a School Resource Officer at one or more of its school sites.
- b. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators, unless the behavior may also involve criminal conduct, in which case the School Resource Officer may be called upon for assistance.
- c. Subject to the availability of space at each school site, the District will provide a secure workspace for School Resource Officers to conduct interviews and meetings, and to maintain confidential records.
- d. The District shall have final authority to remove any City representative from any school site, including a School Resource Officer. The District shall provide prompt written notice to the City regarding any removal under this provision.

5. Information Sharing.

- a. School officials shall allow School Resource Officers to inspect and copy any public records maintained by the school to the extent allowed by law and applicable board policy.
- b. If an emergency situation occurs and the SRO needs information in a student's

record which is essential to protect the health or safety of the student or other individuals, school officials shall disclose to the School Resource Officers that information which is needed to respond to the emergency situation, as provided for by law.

- c. When requested by school officials, the School Resource Officers shall share information and records pertaining to a student as allowed by Department policy and the law.

6. Indemnification.

The City agrees to defend, indemnify, and hold the District and its Board of Trustees, officers, and employees harmless from any and all liability or loss arising in any way out of this Agreement or out of the City's performance of this Agreement. The City of Salinas is self-insured for all forms of legal liability and will maintain such policies of self-insurance through the term of this Agreement. The City shall provide a letter of self-insurance.

7. Termination.

Either the District or the City may terminate this MOU with thirty (30) days written notice to the other party.

8. Entire Agreement.

This agreement contains the complete understanding of the parties as to the matters contained herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City of Salinas and of the Santa Rita Union School District, have entered into this agreement as of the date first written above.

CITY OF SALINAS

SANTA RITA UNION SCHOOL DISTRICT

Ray E. Corpuz, Jr., City Manager

Shelly D. Morr, Superintendent

Adele Fresé, Chief of Police

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney