

**AGREEMENT FOR SERVICES**  
**Between**  
**THE CITY OF MARINA**  
**with**  
**THE MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT**  
**for**  
**School Resource Officer Services**

*AGREEMENT FOR SERVICES*

**This Agreement** is entered into on this 1<sup>st</sup> of July, 2015, by and between the City of Marina, a municipal corporation (hereinafter referred to as Marina), and the Monterey Peninsula Unified School District (hereinafter referred to as MPUSD) for the delivery of School Resources Officer (hereinafter referred to as SRO) services.

**WITNESSETH**

**WHEREAS**, Marina desires to contract with MPUSD to provide an SRO within Marina's respective jurisdiction, as defined below and in the Scope Of Services, attached hereto as "Exhibit A," and incorporated by reference.

**NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:**

**TERM**

The term of this Agreement SHALL BE FOR TWO YEARS FROM July 1, 2015 (hereinafter "Commencement Date") through and including June 30, 2017.

The School Resource Officer Program of Marina's Police Department, that is currently in place within the MPUSD schools in Marina's jurisdiction, offers excellent educational, safety and crime prevention programs that benefit the students and employees of MPUSD, as well as serving the citizens of Marina.

Currently, Marina provides one SRO to serve MPUSD schools and students within the respective boundaries of Marina. In addition, the SRO provides oversight for the enrichment programs and mentoring opportunities for MPUSD students (each program has been and will be collaboratively planned and approved by appropriate representatives of the Police Department and each MPUSD Principal (and as needed an appropriate school district administrator). The position is split-funded between Marina and MPUSD.

**DEFINITION:**

The SRO program allocates one full-time police officer from Marina to be assigned to MPUSD schools within Marina. The SRO shall serve as a liaison between the Police Department and the MPUSD for the welfare and common good of MPUSD students, MPUSD employees and the community at large.

**PURPOSE:**

To create and encourage, through every useful means, desirable behavior on the part of the youth and of this community; to promote and instill a safe environment in and around the MPUSD schools within Marina; to exchange wholesome communications and ideas between students, parents, MPUSD employees and police officers, with crime prevention, good citizenship, and healthy relationships being the ultimate results.

**ORGANIZATION:**

The SRO will report to the appropriate Police Department supervisor to whom he/she is assigned. Working with individual MPUSD schools, the SRO is expected to cooperate with school officials, including MPUSD administrators, and other MPUSD staff members. The SRO is to be knowledgeable in laws that apply to a safe school environment. The SRO is to abide by MPUSD policies and respond to the needs expressed by MPUSD school officials; however, in the event of a conflict between a MPUSD school and/or MPUSD policy, and Marina and or Department policy, Marina and or the Department's policy shall supersede the MPUSD school policy.

The SRO shall at all times remain an employee of Marina, and shall not be considered an employee of MPUSD. MPUSD and Marina acknowledge that the SRO shall remain responsive to the chain of command of the Police Department.

**DUTY HOURS:**

Each SRO will normally work in uniform, including safety equipment designated for use by sworn personnel pursuant to the Police Department's policies, practices, and existing employment labor agreements.

SRO duty hours shall be determined by the provisions of the labor agreement between the Police Department and the bargaining unit representing the SRO, with input from the MPUSD. Whenever possible, it is the intent of the PARTIES that the SRO's duty hours shall conform to the school day.

MPUSD shall be advised of the SRO's standard work schedule, in writing, prior to the start of the school year. The SRO may adjust his/her work schedule, with approval from their Police Department supervisor, in order to accommodate school activities and requests. The Police Department shall, in accordance with Police Departmental needs, policies, practices and existing MOU, make every effort to schedule the SRO on those days school is in session and during special school activities.

It is understood and agreed that time spent by the SRO attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement. In the event any school requires an SRO to attend any extracurricular activities, such as but not limited to, sports events and evening meetings, where the SRO cannot adjust their regular schedule, MPUSD agrees to pay for the Officer's overtime costs.

Overtime must be approved in advance by the SRO's Police Department supervisor when work schedule adjustments are not practical. The Police Department shall use its best effort to ensure the SRO provides services to the MPUSD schools except when he or she is on paid leave or otherwise absent.

The SRO is expected to be available by telephone when off campus during working hours.

The SRO will rotate his/her time amongst the schools in the MPUSD within the boundaries of Marina. The SRO, in coordination with the MPUSD, will establish a schedule for rotation between the schools that will provide adequate coverage for each campus. It is understood that the schedule will be driven by calls for service and campus need. Therefore, the rotation will not guarantee each campus receive the same amount of SRO coverage.

When school is not in session, such as holidays, summer vacations, and seasonal breaks, the SRO will report to his/her Police Department supervisor for further assignment.

Pursuant to Department protocols, the SRO is required to notify his/her supervisor in the Police Department of any absence and should also notify a designated MPUSD representative whenever possible. Otherwise, the SRO supervisor or Watch Commander will notify MPUSD when the SRO is absent from work. Except for unforeseen circumstances, elective time off for the SRO should be utilized when school is not in session. Elective time off scheduled during the school year shall be backfilled by the Police Department utilizing on duty patrol personnel, at no additional cost to the MPUSD. Such coverage will be in addition to regular patrol officers, not a dedicated presence.

When school is in session, the SRO will generally be assigned to the schools and will not normally be available for general patrol duties, except in and around MPUSD campuses or in conjunction with preliminary and follow-up investigations that occur on or near MPUSD campuses. The SRO may only be utilized outside of the schools in the event of an in-progress emergency, or as determined by the Chief of Police.

If an MPUSD principal believes that an incident is a violation of the law, the principal may contact the SRO who shall then determine whether law enforcement action is appropriate. This discretion is based on scope of service agreed upon by Marina and MPUSD. The SRO is not to be used for regularly assigned lunchroom duties, bus

duty, hall monitors, or other monitoring duties. The SRO is also not to be used as crossing guards or for continuing vehicle traffic control. However, if there is a temporary problem, the SRO may assist the school until the problem is solved.

#### **PROGRAM COSTS:**

Under this MOU, the MPUSD agrees to pay Marina half their portion of the fully burdened rate of the officer's salary for the SRO program until funding responsibilities are reviewed in fiscal year 2017-2018:

Payment shall be made to Marina in four (4) equal quarterly payments each year for the term of the contract. At the conclusion of FY 2016-17 the PARTIES will consider further multi-year Agreements for this position, with MPUSD funding 50% of each City's fully burdened SRO position.

Each of the PARTIES understand that each PARTY'S funding priorities may require the reduction or elimination of the respective School Resource Officer program, and any/each of the PARTIES may terminate this agreement without any further obligation upon sixty (60) days written notice.

#### **INDEMNIFICATION AND INSURANCE:**

Each PARTY agrees to indemnify, defend and hold harmless the other PARTY, their respective elected and appointed officials, officers, agents, and employees, from and against any and all claims, losses, actions, damages, expenses or liabilities, including reasonable acts or omissions. Each PARTY assumes worker's compensation liability for injury or death of its elected and appointed officials, officers, agents, and employees, and assumes no worker's compensation responsibility for the elected and appointed officials, officers, agents and employees of the other PARTY.

Each PARTY shall maintain in force at all times during the performance of this Agreement a policy of insurance covering all of its operations (including public liability and property damage coverage but not including contingent malpractice), naming the other party as an additional insured, with not less than \$1,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under the Agreement with a combined single limit of not less than \$1,000,000.00. Workers Compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Notice in writing shall be given at least thirty (30) days in advance of cancellation thereof.

Insurance shall be through an organization authorized by law to transact insurance business in the State of California. Insurance must be placed with insurers maintaining a minimum rating of A-VII by A.M Best, unless otherwise approved in writing by the PARTIES to the Agreement. Each of the PARTIES agree that each PARTY may self-insure against any loss or damage, which could be covered by a comprehensive general public liability insurance policy, and may also obtain coverage through an insurance pool.

Policies shall also be endorsed to provide such insurance as primary insurance and that no insurance of an additional insured shall be called on to contribute to a loss covered by insurance. Any insurance required of either PARTY to this Agreement may be provided by a plan of self-insurance and/or a public entity risk-sharing agreement at the option of the PARTY.

**CONTRACT SUPERVISION:**

The MPUSD shall designate an official authorized and assigned to represent the interest of the MPUSD and to ensure that the terms and conditions of this Agreement are carried out. That official will be identified to the Chief of Police upon execution of this Agreement. The Chief of Police or his/her designee shall administer this Agreement on behalf of each City.

**PROCEDURES AND MPUSD POLICY REGARDING SRO PROGRAM**

All PARTIES will follow the procedures outlined in the "SRO Scope of Services," herein by reference as Exhibit A.

**SECTION 504 COMPLIANCE:**

Section 504 of the Federal Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to handicapped persons on an equivalent basis with those received by non-handicapped persons. Each PARTY shall agree to be in compliance with Section 504 requirements.

**NOTICE:**

In addition to all other notices provided for herein, each PARTY shall give the other notice of any policy, resolution, or regulation changes contemplated by it relating to any matters affecting performance and/or functions under the terms and conditions of the Agreement. All notices herein provided to be given, or which may be given, by either party to the other, shall be in writing and be given by personal service or by United States mail postage prepaid, certified mail return receipt requested, and addressed as follows:

Monterey Peninsula Unified School District  
Attn: Superintendent  
700 Pacific Street  
Monterey, California 93940

Chief of Police  
Marina Police Department  
211 Hillcrest Avenue  
Marina, CA 93933

## **NONDISCRIMINATION CLAUSE:**

During the performance of this Agreement, neither PARTY shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. All PARTIES and their subcontractors, if any, shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. All PARTIES shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part of as if set forth in full. City and the District shall also abide by the Federal Civil Right Act of 1964 (42 U.S.C. Section 1981 et seq.) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Each PARTY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

## **AMENDMENT:**

This Agreement may only be modified or amended by the written Agreement of the Parties.

## **ASSIGNMENT:**

This Agreement may not be assigned or transferred by any of the PARTIES without the express written consent of the other PARTIES.

## **ATTORNEY'S FEES AND COURT VENUE**

Should any PARTY to the Agreement bring legal action against the other (formal judicial proceeding, mediation, or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator, or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

## **NO THIRD PARTY BENEFICIARY:**

This Agreement, including but not limited to, the indemnification provisions, is for the benefit of the PARTIES only and does not create, nor is it intended to create, any benefit or liability to third parties.

## **AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT:**

This document represents the entire and integrated Agreement between the PARTIES and supersedes all prior negotiations, representations and agreements either written or oral.


**GOVERNING LAW:**


This Agreement shall be governed by the laws of the State of California.

**SEVERABILITY:**

If any term of this Agreement is held invalid by a court of competent jurisdiction the remainder of this Agreement shall remain in effect.

**IN WITNESS WHEREOF**, the PARTIES hereto, by and through their respective duly authorized representatives, have executed this Agreement on the date first hereinabove written.

  
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Layne Long  
City Manager  
City of Marina

  
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**Dan Albert**  
**Associate Superintendent, Fiscal Services**  
**Monterey Peninsula Unified School District**

# SCHOOL RESOURCE OFFICER

## SCOPE OF SERVICES

### EXHIBIT A

July 1, 2015-16

The PARTIES desire to set forth in this Exhibit the specific terms and conditions of the services to be performed and provided by the School Resource Officer (SRO) for the Monterey Peninsula Unified School District (MPUSD).

Marina shall assign one regularly employed police officer to the MPUSD within its jurisdiction to provide SRO services to the High School, Middle School and Elementary Schools within its jurisdiction. While selection of the SRO is at the sole discretion of the Chief of Police, a representative from MPUSD shall be included in the SRO selection process.

In the event the Superintendent or designee of the associated MPUSD schools believes the SRO is not effectively performing his/her duties and responsibilities, the Superintendent or designee may recommend to the Chief of Police or designee that the SRO be removed from the program, and shall state the reasons in writing. The Chief of Police shall meet with the MPUSD Superintendent and/or designee to mediate or resolve any problems that may exist. If, within a reasonable amount of time after such meeting, the problem cannot be resolved, the Police Department will make reasonable attempts to provide a replacement SRO as soon as practical. MPUSD staff recognizes Marina must abide by all provisions of each collective bargaining agreement.

The SRO will monitor the police radio frequency when on and off campus, as well as be available by the department issued cellular telephone. The SRO will have an office at the High School, established and provided by the MPUSD. The SRO shall maintain confidentiality of records to which he/she has access or possession.

As an employee of the Police Department, the SRO is subject to the chain of command of the Police Department. In the performance of his/her duties the SRO shall coordinate and communicate with the principal or the principal's designee.

It is understood and agreed the SRO's duties will include, but not be limited to:

Transporting Students



- The SRO shall not transport students in their personal vehicles. The SRO shall not transport students in Police Department vehicles except:
  - When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
  - When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.
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  - The SRO shall notify school personnel upon removing a student from campus.
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  - In the event the SRO determines the need to arrest a student and take into custody, the SRO will provide the principal or designee the address and telephone number of the location where the student will be transported. The principal or designee will take immediate steps to notify one of the student's parents/guardians.

#### Documenting Activity

- The SRO will document activities of the SRO on and off campus, and provide a monthly report to the Police Department and to the Assistant Superintendent of Student Support Services with MPUSD. In the event another Police Officer responds to a school related call for service, he/she shall provide the requisite information to the SRO for inclusion in the monthly report. The monthly reports shall include, by school site:
  - The first, last name; date of birth of each student and identify one or more of the following types of contact and/or disposition (if applicable):
  - Arrested
    - By police on the school sites for school related offenses.
    - By police on school sites for non-school related offenses.
    - By police off school sites for school related offenses.
  - Cited
    - By police on the school sites for school related offenses.
    - By police on school sites for non-school related offenses.
    - By police off school sites for school related offenses.
  - Searched
  - Formally questioned
  - Delinquency petitions filed
  - Verbal warning or caution
  - Date of the event and contact
  - School Site
  - Name of school official who referred the student or submitted the report

## Complaints against the SRO:

- Under the general policy of the Department of Justice, complaints about a law enforcement agency or its employee(s) must be first addressed to the appropriate local authority. Each law enforcement agency in the State of California is required by California Penal Code Section 832.5 to establish a procedure to investigate citizen's complaints. California Penal Code Section 832.7 specifies the findings and disposition notification requirements.
- In accordance with California Penal Code Section 832.5, any complaint alleging misconduct or other questionable behavior on the part of the SRO must be immediately forwarded to the SRO's Police Department.
- A document outlining the Police Department's complaint process will be provided to MPUSD, for MPUSD staff to provide to a complainant. If the complaint is initiated by a MPUSD staff member, the staff member must also conform to MPUSD policies and practices regarding notification to the appropriate MPUSD designee.
- California Government Code Section 3300-3313 is known as the Public Safety Officers Procedural Bill of Rights Act (POBR) and is applicable to all public safety officers (all peace officers) within the State of California. POBR defines the conditions in which complaints against public safety officers are received and investigated, and who may access that information.
- While California Penal Code 832.7(e)(1) allows for up to one year to complete the investigation, the Police Department will take every lawful effort to provide the following to the complainant as quickly as possible:
  - Complaint findings
  - Determination as to whether the allegation(s) are sustained, not sustained, unfounded, or the officer was exonerated

## SRO MINIMUM TRAINING REQUIREMENTS

Within the first year of assignment, the School Resource Officer shall receive at least 40 hours of training, provided by the Police Department and up to 10 hours of annual in-service training provided by the District in consultation with the Police Department of the following topics:

- Education Law – Discipline code and student privacy
- Child and adolescent development and psychology;
- Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, de-escalation techniques, and/or other restorative justice techniques;
- Working with at-risk students (trauma, social isolation, drop-outs, behavioral, etc.)
- Children with disabilities or other special needs,; and
- Implicit bias and cultural competence.

The School Resource Officer shall be familiar with and trained in all programs adopting non-punitive approaches to discipline available in the school district. If a school has

implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SRO shall participate in all trainings associated with that program.