

CITY OF MOUNTAIN VIEW POLICE DEPARTMENT



SCHOOL RESOURCE OFFICER MANUAL

Revised: September 13, 2022

FOREWORD

1. PURPOSE OF THE STANDARDS

1.1 General

This School Resource Officer Manual (Manual) represents the Mountain View Police Department (MVPD) standards and expectations for the School Resource Officer (SRO) program, which falls under the Youth and Community Unit (YCU). The expectations and standards for the SRO program were developed with input from various community stakeholders, including the City's Public Safety Advisory Board, an MVPD internal stakeholder group, the Mountain View Whisman School District, and the Mountain View Los Altos Unified High School District, as well as by reviewing the standards and best practices for SRO Programs through the National Association of School Resource Officers.

1.2 Intent

These standards and expectations are intended to provide a foundation of safe operating practices in the performance of the YCU's mission and were formulated based on what has been identified as MVPD's priorities of school-based programs providing youth engagement, mentoring, and law enforcement:

1. Safety first in all aspects of SRO engagements and operations;
2. Provide positive engagements and relationships between MVPD, students, guardian(s), and school personnel;
3. Provide excellence at every opportunity in SRO services in support of MVPD's mission;
4. Finding the most appropriate resolution to school-related challenges with the goal of limiting referrals of students to the criminal justice system; and
5. Transparency and dialogue to meet the needs of the community.

The purpose, goals, and guiding principles of the MVPD SRO program are further discussed in the Memorandum of Understanding (MOU) between both the Mountain View Whisman School District and the Mountain View Los Altos Unified High School District. These MOUs are attached as an appendix to this Manual.

1.3 Scope

The scope of this Manual is intended to encompass all aspects of SRO engagement/law enforcement and has been divided in four major sections: Administration, Selection, Training, and Collaboration. The subsections are intended to encompass the primary aspects of the SRO program's administration and operations.

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SECTION 1: ADMINISTRATION

01.01.00 ADMINISTRATIVE STANDARDS

01.01.01 Definition

A school resource officer (SRO) is a full-time public safety officer with sworn law enforcement authority specially trained in school-based policing, crisis response, and youth engagement, assigned by the Mountain View Police Department (MVPD) to work with schools, students, and parents using community-oriented policing concepts.

01.01.02 Purpose

The purpose of a successful SRO program is to develop positive relationships between law enforcement and youth while maintaining the safety of school campuses. The goals of the program are:

- School and MVPD cooperation to create a safe school environment;
- Prevention and reduction of juvenile delinquency;
- Reduction in referrals to the criminal justice system and student suspensions and expulsions;
- Positive engagement and relationships between MVPD, students, guardian(s), and school personnel; and
- Connecting youth and families with further support and resources.

01.01.03 MVPD SRO Responsibilities

The following are the roles and responsibilities of the City of Mountain View and SROs:

- Select, assign, train, and evaluate Police Officers to serve as SROs.
- Conduct education, engagement, enrichment, and prevention programs. This includes education on substance abuse and drug exploration.
- Conduct investigations and law enforcement into criminal matters.
- Assist in training school administrators and staff in law enforcement matters and disseminate information on crime trends and changes in laws.

- Prepare an annual report on the outcomes and activities of the SRO program.
- With school staff, meet at least quarterly to discuss the SRO program, review any feedback received, and make adjustments as needed.
- With school staff, provide ongoing communication to the school community about the purpose, activities, outcomes of the SRO program, and student rights.
- Communicate to schools the schedule of planned engagement activities to the extent practical.

NOTE: MVPD SROs are not responsible for school discipline matters.

01.01.04 Goals of SRO Programs and Activities

- Creating a structured enrichment program to help prevent at-risk youth from engaging in antisocial behaviors.
- Coaching and mentoring students to help overcome challenges, reaching their goals, and being successful in school.
- Educating students, school personnel, and parents on topics that affect the youth of Mountain View.
- Creating groups, clubs, or engagement events to provide opportunity for students to have dialog with SROs in hopes of building trust and understanding.
- Investigating suspected criminal matters related to students and finding the appropriate resolution to solve the issue.
- Working with school personnel to address any potential threats to the safety of the campus or students.
- Strive to achieve qualitative and quantitative data as listed in outcomes and outputs.

01.01.05 School/School District's Responsibilities

- Plan for and maintain campus security, seek SRO input, and engage SROs during times of threat.
- Address school discipline matters.
- Notify the SRO of significant illegal activity when it is related to the health and safety of students, school district personnel, parent(s), and guardian(s).

- Develop and train school staff on protocols regarding appropriate matters for engaging SROs.
- Develop and follow protocols for sharing relevant data with SROs.
- Provide private space for SROs to meet with students.
- Provide a reasonable space and time for SRO programs and activities.
- Establish a school district point of contact and safe process for students to provide input about the SRO program. Students may be kept anonymous in any communication to the MVPD.
- Establish a point(s) of contact at the school for the SROs to develop programs and activities.
- Meet regularly with the MVPD to discuss the SRO program, review any feedback received, and make adjustments as needed.
- With the MVPD, provide ongoing communication to the school community about the purpose, activities, outcomes of the SRO program, and student rights.
- Communicate to schools the schedule of planned engagement activities to the extent practical.

01.01.06 Knowledge and Support from Agency Administration

For the SRO program to be successful, the Police Chief and the Superintendent of the school district must understand and fully support the SRO program, including an understanding of the standards and best practices put forth in this document.

01.01.07 Guidelines

- Protection of student rights and privacy with interviews, searches, and arrests conducted in private or off-campus to the extent possible.
- Commitment to conduct SRO programs/activities and enforce laws without discrimination or bias and in compliance with existing laws that prohibit the use of students' race, ethnicity, national origin, disability, religion, gender, sexual orientation, economic status, age, cultural group, immigration status, or affiliation with any other similar identifiable group as the basis for providing differing levels of service.
- Recognition of and sensitivity to the diversity of student backgrounds and experiences with and perspectives about Police and commitment to minimize potential for discomfort, with

SRO presence on campuses primarily to provide or participate in specific activities and programs or to respond to calls for service.

- Development and implementation of programs and activities with student and administration input and awareness.
- Clarity about when to engage SROs, with distinction between the school's responsibility for disciplinary matters and the MVPD's responsibility for criminal matters.
- Commitment to resolve school discipline and criminal matters at the lowest possible level.
- Defining the roles and responsibilities of formal school discipline:
 - SROs shall not administer formal school discipline, such as detentions, suspensions, or expulsions. These decisions are the sole responsibility of school personnel.
- SROs acting in accordance with expectations:
 - As a law enforcement officer, the SRO shall abide by Federal, State, and local laws.
 - As a teacher/classroom presenter, the SRO may educate students on the law and their rights to positively impact student behavior, character, and to mitigate more serious behaviors.
- Defining roles and expectations pertaining to the decision to arrest/detain:
 - The responsibility and decision to arrest/detain lies solely with the SRO, respective to State law, local ordinances, and the SRO's departmental standard operating procedures or standing general order.
 - The SRO's continual collaboration with school personnel and the SRO's understanding of each student's needs may impact the decision to arrest, but the responsibility is that of the SRO alone.
 - Unless due to the seriousness of the crime, it is the goal of the SRO program to find all possible solutions to solve a situation prior to deciding to make an arrest.
- The chain of command:
 - The SRO shall abide by MVPD's policies pertaining to the chain of command.

- Sharing of information:
 - SROs and school personnel shall share information in accordance with California State law and the Family Educational Rights and Privacy Act (FERPA).
 - Access and use of school camera footage, body-worn cameras, student database information, and any other information sharing practices should be defined by the Memorandum of Understanding (MOU).
- Documentation and reporting requirements:
 - The SRO shall be under the supervision and direction of a Sergeant.
 - MVPD policies identify the documentation and reporting procedures to be used.
 - Any documentation requested by school personnel shall be addressed by the MOU or similar contractual document.
- Office space:
 - A clearly defined location should be established for the SRO to conduct school and law enforcement business.
 - Due to the nature of law enforcement related to juveniles, a dedicated location with a closable door should be available.
- Hours on campus:
 - Clearly defined expectations of the time frames and locations the SROs shall spend on campus should be agreed upon by MVPD and the school district, which should be addressed in an MOU, to the greatest extent practical.
 - SROs and school staff shall communicate to students and staff the times and locations of scheduled SRO programs on campus.
- Day-to-day duties:
 - The SRO should not be assigned to specific locations or duties on a daily basis but rather be flexible and available to assist teachers, administrators, and students when requested and as consistent with their roles as a law enforcement officer, informal counselor/mentor, and teacher/classroom presenter.
 - The expectations of the SRO's daily duties must be agreed upon by the law enforcement agency and the school district.

- Weapons storage:
 - Normal duty gear is defined by MVPD’s firearms policy.
 - In the event additional weapons or gear are to be utilized, acquisition and storage must be approved by the Youth and Community Unit (YCU) Coordinator.
- Use of less-lethal tools:
 - The SRO shall abide by MVPD’s policy pertaining to the use of less-lethal devices.
 - If there is a desired deviation from the policies, the cost, storage, and use must be approved by the Police Chief.
- Use of K9s at schools or school-related events:
 - The SRO shall abide by MVPD’s policy pertaining to the use of K9s.
 - K9s should not be used at schools as a deterrent, for apprehension, or for narcotics detection without the approval of the K9 Lieutenant or when exigent circumstances exist.
- Uniform use:
 - SROs must be identifiable as law enforcement. The uniform apparel and law enforcement equipment shall be defined by MVPD policy. A “dressed-down” uniform is allowed (MVPD polo shirt, khakis, etc.). The uniform should not detract from clearly identifying the SRO as law enforcement. Any changes to the SRO uniform must be approved by the YCU Coordinator.

SECTION 2: SELECTION

02.01.00 THE SRO SELECTION PROCESS

02.01.01 SRO Selection Process (MVPD Policy 1027)

When the SRO specialty position is available, the supervisor or manager responsible for the YCU will create an announcement which will be emailed to all personnel at least two weeks prior to the application closing date. The SRO shall be of permanent status at the time of appointment and have at least 12 months of employment with the City of Mountain View.

The notice will include:

- Minimum requirements for the specialty position;
- Criteria for selection, focusing on specific and objective skills and abilities required for the position.
- Procedures to be followed in the selection process.

Selections for specialty positions and collateral assignments will be based on any or all of the following factors:

- Last two annual performance evaluations.
- Input from supervisors, which must be submitted in writing (email or memo) or drafted into a memo by the SRO supervisor after being given verbal feedback and given to the supervisor or manager directing the application/selection process. The feedback must focus on criteria for selection to the assignment.
- Employee demonstrated desire and initiative.
- Department and/or community needs.
- Relevant tests (if applicable).
- Seniority.

02.01.02 Experience

- It is recommended that the officer selected have at least three years of law enforcement or job-related experience.

- This level of experience will help the SRO obtain credibility among the school personnel, students, and parents.
- This level of experience will also allow the SRO to have a greater understanding of MVPD's policies and procedures.
- It is also essential that the SRO have demonstrated a genuine interest in engaging with youth, supported the Youth and Community Program at events, and been effective in their engagement.

02.01.03 Number of SROs Selected

- MVPD will have three full-time SROs to oversee engagement and service the schools in the City.

02.01.04 Length of Assignment

- Assignments are for a two-year period with a two-year extension option. The SRO assignment involves an option period, which means that the SRO may request additional time in the assignment. To request this option, the SRO must request to do so at least 90 days prior to the expiration of the assignment. The involved Division Captain must approve the extension and notice the extension to the MVPD.

02.01.05 Commitment to Developing Youth

- Effective SROs have a commitment and passion to engage with youth.
- This should be demonstrated in the candidate's previous participation in youth or community policing programs or efforts on patrol.

02.01.06 Communication and Interpersonal Skills

- Must have excellent verbal and written communication and interpersonal skills.
- The ability of a second language is preferred but not required.

02.01.07 Probationary Period

- The selected SRO shall have a one-year probationary period, during which performance of SRO functions and engagement with students, stakeholders, school staff, and department members will be evaluated.

SECTION 3: TRAINING

03.01.00 TRAINING STANDARDS

03.01.01 Importance

- The SRO must be specially trained in school-based policing as the duties and responsibilities of an SRO are inherently different than that of other law enforcement specialties.
- At a minimum, the SRO should attend annual training related to school safety topics. These topics may include, but are not limited to:
 - Crisis intervention training;
 - Active threat response;
 - Adolescent mental health-related training;
 - Neurodiverse-specific training;
 - Methods of effective youth engagement.
- Such trainings enhance and maintain the relevancy of the SRO's skill set.
- At a minimum, the SRO should attend biannual principled policing training, which includes implicit bias or other such trainings as approved by the California Peace Officer Standards and Training (POST).
- Some opportunities for these training programs include SRO conferences, such as those offered by the National Association of School Resource Officers and its affiliated state associations.

03.02.00 THE BASIC SRO TRAINING COURSE

03.02.01 Basic SRO Course and CPTED Training

- The SRO should complete a foundational school-based policing course, such as the POST SRO Course, prior to starting their assignment.
- If it is not practical for the new SRO to complete a foundational school-based policing course prior to the assignment, the new SRO shall complete a foundational school-based policing course within one (1) year of beginning the assignment.
- The SRO should complete de-escalation training within one (1) year of the beginning of the assignment, such as the Intervention and De-Escalation Techniques for SROs training, which is presented through the Government Training Agency.

03.02.02 Basic Knowledge/Ability Requirements

- SROs should have the basic knowledge listed below. SROs may need refresher training, which shall be evaluated by the YCU Sergeant. The specifics of each component include, but are not limited to:
 - To be an effective informal mentor, the SRO should be properly trained in:
 - Mentoring;
 - Crime prevention;
 - Empowering youth;
 - Resiliency and overall wellness;
 - Recognizing and supporting diversity; and
 - Improving youth decision-making skills.
 - To be an effective law enforcement officer in a school environment, the SRO should have a working knowledge of:
 - Constitutional and State law;
 - Armed response;
 - Crime prevention and mitigation;
 - Interview and interrogation;
 - Investigations;
 - Crime prevention through environmental school design;
 - Patrol operations;
 - Advocacy within the juvenile justice system;
 - Mandatory reporting; and
 - Substance abuse recognition.
 - To be an effective teacher/guest speaker, the SRO should be capable of delivering public safety education lessons on topics such as:
 - Crime prevention;
 - Social media;
 - School safety;
 - Victimization;
 - Laws pertaining to students;
 - Driver safety;
 - Bicycle safety;
 - Decision making;
 - Emerging trends and issues; and
 - Other topics requested by staff/parents.

03.02.03 School Administration Policies and Procedures

- The school district will provide additional, ongoing, school-related insight into topics in support of an effective SRO program.
- Examples of these include, but are not limited to:
 - Structure of the school’s discipline policy;
 - FERPA and other school-related law issues; and
 - Working with special-needs students and the special-education department within the school.

03.03.00 RAPID DEPLOYMENT TRAINING

03.03.01 Rapid Deployment Training (i.e., Active Shooter)

- The SRO should successfully complete biannual training for rapid deployments.
- This training should provide appropriate methods for the SRO to be able to respond to active assailants, active shooters, and/or other threats in the school.

SECTION 4: COLLABORATION

04.01.00 COLLABORATION BETWEEN MVPD AND THE SCHOOL COMMUNITY

04.01.01 Definition

- A successful SRO program must have a strong collaboration between other personnel at MVPD, community stakeholders, and the school community, including students, parents, teachers, and school and district administrators.
- Although various elements of the job are defined by each party, it is important that these elements are clearly defined and communicated.
- More information regarding roles and responsibilities is included in the MOU.

04.01.02 School and SRO Collaboration

- MVPD will maintain an effective partnership with the students and school personnel through, but not limited to, the following methods:
 - The MOU and its annual review for program improvements and updates will be done by the school district and City staff.
 - Regular meetings with MVPD and school personnel to review existing and potential school-related issues.
 - Established sharing of information on policies and procedures.
 - Crisis management planning and practice.
 - Establishing a point of contact and a safe and confidential process for students to meet with an SRO or provide input about the SRO program.
 - Dialogue between students and SROs during planned meetings and programs.
 - Ongoing communication by the school and SROs about the purpose, activities, and outcomes of the SRO program. This should be done quarterly.

04.01.03 The Administration's Role in SRO Selection

- The selection process of the SRO should include both the MVPD and the school administration (or designee). The school administration should be invited to participate in the process.

- Factors of selection and extension in SRO assignment should include, but are not limited to:
 - Participation in selection oral board; and
 - Feedback from school staff and/or parents on engagement between the SRO and students.

04.01.04 The Administration’s Role During in SRO Evaluations

- The school district superintendent (or designee) shall give feedback for the evaluation of the selected SRO.
 - Feedback from the school district superintendent (or designee) shall be obtained for the SRO’s annual evaluation. The superintendent may select another school district staff member to give feedback for the SRO if they have a better understanding of how the SRO has performed.

04.01.05 Yearly Evaluation of SRO Program

1. The SRO program will have an annual review, which will be presented to the Public Safety Advisory Board for review and will include the following:
 - a. A narrative description of the SRO program activities, accomplishments, input received, areas for improvement, collaboration with school staff and students, and next steps.
 - b. A quantitative and/or qualitative account of the following SRO program outcomes and outputs:
 - (1) The number of communications (emails, presentations, etc.) describing the purpose and activities of the SRO program.
 - (2) The number of SRO-led events (presentations, Police Activities League (PAL) programs, student clubs, etc.) and number of participants.
 - (3) The number of and reason for campus visits (calls for service, proactive engagements, special events, etc.).
 - (4) The number of students/families participating in one-on-one service sessions (mentoring, home visits, etc.), the number of sessions, and examples of the issues involved.

- (5) The number of referrals to supportive services, such as mental health counseling, emergency assistance network, food/housing services, etc.
- (6) The change in outcomes for students participating in one-on-one services, which may include:
 - (a) School engagement;
 - (b) Engagement in constructive activities;
 - (c) Family relationships; and
 - (d) Law violations and high-risk behavior, such as:
 - 1.) Cannabis use/cannabis being brought to schools;
 - 2.) Fighting at school;
 - 3.) Truancy;
 - 4.) Cyber bullying; and
 - 5.) Gang affiliation.
- (7) The number and examples of student law violation incidents diverted from the criminal justice system and/or whose consequences could be satisfied through a lower level of intervention.
- (8) Number of and reason for arrests, citations, and searches.
- (9) Number and types of items confiscated (weapons, drugs, etc.)
- c. A summary of feedback on the SRO program (which may be submitted anonymously) relating to awareness of and satisfaction with the program:
 - (1) From district administrators and school principals;
 - (2) Parents and students participating in one-on-one services;
 - (3) Students participating in SRO activities; and
 - (4) Student body in general.

The summary will be given to the Field Operations Captain and associated school Superintendent for review.

04.01.06 Complaints Related to SROs

1. Complaints related to the SRO program or a specific SRO will be reviewed and addressed by the YCU Sergeant, the Professional Standards Unit Sergeant, or through the school superintendent's designee. A notification of all complaints taken by MVPD, or communicated to MVPD, shall be routed to the YCU Lieutenant for awareness. Any complaints about the program submitted through the school to the MVPD shall be included in the twice-per-year comprehensive report on MVPD performance and feedback.

SECTION 5: SRO PROGRAMS AND ACTIVITIES

05.01.00 RESERVED

05.02.00 RESERVED

05.03.00 SRO EVENTS/OUTREACH

- PAL Mentoring: PAL Mentoring currently serves students at Castro Elementary School and Monta Loma Elementary School. The mentoring occurs one day per week for one hour. Students are referred to the program by their school counselors. Some have behavior problems, low self-esteem, and/or a variety of other perceived challenges. The goal of the program is for SROs and students to build relationships. To facilitate this, SROs use a variety of weekly lesson plans to build character and ethics. Each program has traditionally hosted between 15 and 20 students.
- PAL Boxing: PAL Boxing serves students at Crittenden Middle School and Graham Middle School as well as Mountain View High School and Los Altos High School. PAL Boxing is held two days per week for two hours each day. School counselors refer the students to the program. PAL Boxing helps develop self-esteem and confidence. The program also allows for officers and students to build relationships. To facilitate this, a variety of weekly training plans are used to build character and ethics.
- NET Gain: NET Gain is an eight-week program that occurs twice per week and involves middle school students. This program helps introduce a sport most youth do not get exposed to and provides an additional opportunity for officers and students to build relationships.
- Dreams and Futures Program: The Dreams and Futures program consists of two separate summer camps that serve a total of 100 students. Each camp lasts two weeks. YSU staff is supplemented by teenage counselors that help lead groups of five to seven students. Similar to PAL Mentoring, the students are referred to the program by school counselors. SROs spend the day organizing activities and dealing with the various challenges when they occur. SROs often put on various presentations throughout the camp.
- Home Visits: SROs have been entrusted to be a conduit between the school and students at home. Home visits are used for a variety of reasons, which include, but are not limited to:
 - Truancy;
 - Support during challenges at school;
 - Wellness-checking the student when a personal or school-related incident occurs; and
 - When a student may need intervention due to behavioral problems.

- Public Safety Club: The Public Safety Club takes place at Mountain View High School and is open to any student interested in participating. The club meets once per week and allows for students interested in public service to come and learn about different careers from guest speakers from various public service occupations as well as positions within the MVPD. Students can connect with and ask any questions of the SROs while learning about volunteer opportunities within the community.
- Cops That Care: Cops That Care is a holiday gift giveaway that provides toys, gifts, and hygiene products to underserved children in the City. Students get an opportunity to engage with SROs and other MVPD personnel during the event. Every December, program participants are identified by school at-risk counselors and school and community engagement facilitators and invited by the MVPD to participate in this one-day event. The program serves around 2,000 youths every year.
- Police Explorer Program: While receiving training in law enforcement procedures, community policing, teamwork, and leadership, the Mountain View Police Explorers volunteer alongside Police Officers and other Police professionals to assist the MVPD in its mission and service delivery. Explorers are between the ages of 14 and 21 years old and must be a Mountain View resident or enrolled in a Mountain View high school. As a branch of Boy Scouts of America, Police Explorer is aimed to provide valuable life skills while teaching about potential careers in law enforcement. Explorers meet twice per month for two-hour trainings as well as volunteering in the community throughout the year.

MEMORANDUM OF UNDERSTANDING BETWEEN THE MOUNTAIN VIEW- LOS ALTOS UNION
HIGH SCHOOL DISTRICT AND THE CITY OF MOUNTAIN VIEW REGARDING THE SCHOOL
RESOURCE OFFICER PROGRAM

This Memorandum of Understanding (hereinafter referred to as the "MOU") is by and between the City of Mountain View, a California charter city (hereinafter "City") and the Mountain View-Los Altos Union High School District (hereinafter "District").

WHEREAS, this MOU was developed pursuant to City Council direction and consistent with the recommendations of the Public Safety Advisory Board (PSAB), and replaces any and all prior agreements and understandings between City (including the City of Mountain View Police Department (MVPD)) and District on the subject of school resource officers; and

WHEREAS, City and District desire to set forth the duties and responsibilities of the parties with respect to City's SRO Program; and

WHEREAS, City and District desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students, a safe working environment for educational staff, the prevention and reduction of juvenile delinquency and the promotion of positive engagement between Police and youth.

WHEREAS, City is engaged in a process to evaluate the SRO Program and outcomes off this process may result in proposed amendments to this MOU.

NOW, THEREFORE, in consideration of the mutual promises and representations contained herein, City and District do hereby agree as follows:

1. **Term.** This Agreement shall be **effective on the date fully executed** by District's Governing Board, and shall remain in effect five years from the commencement, with options for two (2) one (1) year extensions. This Agreement shall expire automatically at the end of the term, unless extended by mutual agreement of the parties or terminated earlier during the term of this Agreement by either party with sixty (60) days advance written notice.
2. **Purpose and Goals of SRO Program.** The purpose of the SRO Program is to provide students, school staff, and parents with a familiar and specifically selected, assigned, and trained public safety contact, who will establish and maintain open lines of communication and foster positive relationships during calls for service and through SRO run programs in order to accomplish the following goals:
 - a) School/MVPD cooperation to create a safe and secure school environment.
 - b) Prevention/reduction of juvenile delinquency to the fullest extent possible.
 - c) Reduction in referrals to the criminal justice system and student suspensions and expulsions to the fullest extent possible.
 - d) Positive engagement and relationships between MVPD and students.

3. **SRO Programs/Activities.** The SRO Program will accomplish its goals through a range of activities that may include and not be limited to the following:

- a) Structured enrichment/prevention programs for at-risk youth (through PAL).
- b) Coaching, mentoring, home visits, and service referrals for at-risk youth.
- c) Educational presentations to students, teachers, and administrators.
- d) Working groups, clubs, or meetings to provide opportunities for engagement/dialogue between MVPD and students.
- e) Investigation and enforcement regarding suspected criminal matters.
- f) Coordination with schools to address threats to campus security.

4. **SRO Program Principles.** The SRO Program will carry out its activities guided by the following principals:

- a) Protection of student rights and privacy, with interviews, searches, and arrests conducted in private or off-campus to the extent possible.
- b) Commitment to conduct SRO programs/activities and enforce laws without discrimination or bias, in compliance with existing laws that prohibit the use of students' race, ethnicity, national origin, disability, religion, gender, sexual orientation, economic status, age, cultural group, immigration status, or affiliation with any other similar identifiable group as the basis for providing differing levels of service.
- c) Recognition of and sensitivity to the diversity of student backgrounds and experiences with and perspectives about Police and commitment to minimize potential for discomfort, with SRO presence on campuses primarily to provide or participate in specific activities and programs or to respond to calls for service.
- d) Development and implementation of programs and activities with student and administration input and awareness.
- e) Clarity about when to engage SROs, with distinction between the school's responsibility for disciplinary matters and the MVPD's responsibility for criminal matters.
- f) Commitment to resolve school discipline and criminal matters at the lowest possible level.

5. **Duties & Responsibilities.**

a.) City Responsibilities: The parties agree City's responsibilities include, but are not limited to, the following:

1) City shall assign law enforcement officers to serve as a School Resource Officer (SRO) at Mountain View High School, Alta Vista High School and Freestyle Academy (Hereinafter "High Schools"). All SROs assigned will attend the California Peace Officer Standards and Training (POST) SRO school. City will select, assign, and train all SROs in accordance with the MVPD SRO Manual.

2) The operation and administrative control of the SRO Program will be a joint and cooperative effort of the Police Chief or designee and the District Superintendent or designee. Though the SROs will be part of the administrative team and considered school officials at their respective schools, responsibility for the conduct of the SROs shall remain with MVPD. District acknowledges the SROs remain solely under the command of the MVPD.

- (3) Each SRO shall wear the regulation police uniform or an approved “dressed down” uniform and operate police vehicles while on duty unless otherwise authorized by the SRO's supervisor and/or the respective High School's Principal or authorized designee. In response to both internal and external feedback, SRO's have made adjustments to their uniform. SRO's are authorized to wear MVPD Polo Shirts and either Khaki or Kangaroo colored pants. School principals are encouraged to provide input on the SRO uniform, to the Field Operations Division Captain.
- (4) The SRO's investigation and questioning of students shall be limited to potential violations to the law related to the operation of, or occurring at, the school, except in situations where a delay in investigation or questioning might result in danger to any person, flight from the jurisdiction by the person suspected of a crime or destruction of evidence.
- (5) The SROs shall notify the school principal, or designee, as soon as practicable of any significant law enforcement actions taken by an SRO or other City officer(s) on school campus or at a school related event. A significant event includes, but is not limited to, the following:
 - a. Involves violence or threats of violence.
 - b. Involves weapons.
 - c. Involves narcotics or any other controlled substance that poses a risk to student(s), parent(s) and/or faculty.
 - d. Any illegal sexual related incident.
 - e. Any gang related incident or activity.
- (6) The SROs shall not become involved in school administrative searches unless specifically requested by the principal to provide security based on a safety issue such as weapons or to handle contraband, or other circumstances when approved by the Field Operation Division Captain. School administrative searches will be at the direction and control of the principal or designee.
- (7) As time permits, the assigned SROs will assist in training school administrators and staff in law enforcement related matters and disseminate information on crime trends, public safety issues and changes in laws to assist in effectively establishing and maintaining safe school environments.
- (8) SROs will assist in conducting presentations to students on a variety of topics. The presentations will cover topics to include vaping, cyber safety, the role of SROs, and other topics as agreed to by City Chief of Police and the District Superintendent or authorized designee(s).
- (9) SROs will provide ongoing communication to the school community about the purpose, activities and outcomes of the SRO Program.
- (10) SROs will work with school staff and students to identify and engage with working groups, clubs or meetings with the goal of fostering engagement, transparency and open dialogue between SROs, students, and school staff and developing strategies for how SROs can better serve the students, District, and school staff.

(11) In order to foster a working relationship with open and strong communication between City and District, the SROs shall, at minimum, meet quarterly with the school principal, school staff or designee(s) to exchange information about current crime trends, problem areas or other areas of concern which may disrupt the school or community and to review the operation and outcomes of the SRO Program.

(12) At the request of the principal, the SRO shall attend suspension and expulsion hearings. The SRO shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The SRO shall not provide an opinion or advise the disciplinary board.

(13) City will work cooperatively with District to review operations of and feedback regarding the SRO Program and make any needed adjustments to the SRO program throughout the school year.

(14) SROs will provide yearly training for District staff on matters that require law enforcement notification and when law enforcement notification is not necessary.

(15) MVPD will develop methods to measure the success of the SRO Program, conduct an annual assessment of the SRO Program and provide an annual presentation to the PSAB.

b.) District Responsibilities: The parties agree District's responsibilities include, but are not limited to, the following:

(1) At each school campus, District shall provide the SROs with a safe location to speak with students, conduct interviews, or searches, away from other students with a closable door to ensure privacy.

(2) The Principal of each school shall provide SROs with reasonable opportunities to address students, teachers, school administrators, and parents about the SRO program goals and objectives.

(3) Administrators shall seek input from SROs regarding criminal justice problems relating to students and site security issues at the assigned schools.

(4) The principal of each school shall notify the SRO of significant suspected illegal activity. Any principal or other staff member, who locates a dangerous weapon or drug in the course of a search, shall turn it over to the SRO as soon as reasonably possible. In the event the SRO is not available, the principal or staff member shall contact MVPD dispatch to have an officer respond for suspected illegal activities or to deliver dangerous weapons or drugs that come into their possession.

(5) When school personnel discover and/or take possession of any weapons, drugs, alcohol, or other illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. The contraband shall be confiscated and disposed of in accordance with MVPD policy and procedures.

(6) District will work cooperatively the City to review operations of and feedback regarding the SRO Program and make necessary adjustments to the SRO program throughout the school year.

(7) District will develop a school safety plan including emergency response procedures.

(8) District staff will receive annual training from MVPD on when it is recommended to contact SROs or MVPD for school related issues to ensure clarity of expectations.

(9) District administrators will handle all disciplinary matters of students as discipline is not the responsibility of the SRO.

(10) The District and its administrators shall provide a mechanism for students to provide feedback, make complaints, or document details of their interactions with the SROs. All complaints related to SROs shall be routed to the MVPD Field Operations Division Captain.

(11) District shall develop and implement protocols for sharing relevant student data with SROs.

6. **Hours on Campus.** The parties agree that SROs shall be deemed to be "school officials" for the performance of the SRO's duties on behalf of the District. SROs, therefore, may be on campus during regular school hours, during school related events, or when students are on campus. SROs may be on campus when students are not scheduled to be on site, when there is a specific need to address a public safety concern.

7. **Education and Law Enforcement Records.** The parties agree that SROs shall be deemed to be "school officials" for the performance of an SRO's duties on behalf of District. The SROs shall therefore be allowed access to student records, but District is to maintain direct control of the use, maintenance, and disclosure of student records in accordance with Education Code Section 49076 and other applicable provisions of law. School officials shall allow an SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

If confidential student record information is necessary in an emergency to protect the health or safety of a student or others, District may disclose to the SRO information that is required to respond to the emergency based on the seriousness of the threat to someone's health or safety, the necessity of obtaining the information to respond to the emergency situation, and when time is of the essence.

If confidential student record information is requested by the SRO, but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order, or written authorization of the parent/guardian.

Pursuant to Education Code Section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offense.

Pursuant to Welfare and Institutions Code Sections 827, 828.1 and 828.3, certain law enforcement records, probation reports and juvenile case file information may be provided to District Superintendent or his/her designee.

8. **Enforcement.** Although the SROs have been placed in a formal educational environment, the SROs are not relieved of their official duties as law enforcement officers. The SROs retain their right to intervene when it is necessary in the SRO's professional judgment to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with state law and department policy. City reserves the right to temporarily remove the SROs in the event additional officers are needed during critical incidents, natural disaster or when there are staffing shortages.

9. **Independent Contractor.** The SROs providing services under this agreement are independent contractors and are not employees or agents of District. The SROs providing services under this agreement are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits.

The SROs shall report to and be under the direct and supervisory control of City and the City of Mountain View Police Department.

10. **Indemnification.** City shall defend, indemnify and hold harmless District, its officers, agents and employees from any and all injury, loss, damages, claims or actions, including attorneys' fees, arising out of the performance of the terms of this agreement and resulting from the sole fault or sole active negligence of City, its officers, agents or employees.

Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this agreement.

11. **Selection.** The Mountain View Police Chief will be responsible for selecting the officers to serve as the SROs at the High Schools. District is encouraged to voice any concerns regarding assigned SROs.

12. **Financial Consideration.** There will be no financial compensation paid to City by District for services provided under this MOU. The SRO Program is funded by and at the discretion of City.

13. **Program Assessment.** The SRO Program will be assessed annually in an evaluation conducted jointly between City and District. The following may be considered in the evaluation:

- Success in achieving the established goals and objectives.
- Input from each school's administrators.
- Input from students and parents.
- Review of overall engagement between SROs, faculty, students, and parent(s).
- School functions (meetings, events, presentations).
- Tasks accomplished as part of a work plan.

14. **Termination of the Agreement.** Either party may terminate this agreement upon sixty (60) days' written notice to the other party.

15. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions, or obligations, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under this Agreement be waived, except by written agreement signed by the parties.

16. **Severability.** Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

17. **Notices.** All notices or payments required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States addressed to:

City of Mountain View at:

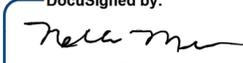
City Manager
Mountain View Police Department
1000 Villa Street
City of Mountain View

Mountain View, CA 94041 Mountain View-Los Altos Union High School District at:

Superintendent
Mountain View-Los Altos Union High School District
1299 Bryant Avenue
Mountain View, CA 94040

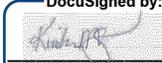
The parties have executed this MOU on the date written below:

MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT

DocuSigned by:
By: 
F8B8BBC359DD420
Nellie Meyer, Ed.D. Superintendent

Date: 9/12/2022 | 12:16 PM PDT

CITY OF MOUNTAIN VIEW

DocuSigned by:
By: 
D6DFCB636B67439
Kimbra McCarthy, City Manager

Date: 9/15/2022 | 4:23 PM PDT

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND
THE CITY OF MOUNTAIN VIEW
REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM**

This Memorandum of Understanding (hereinafter referred to as the “MOU”) is by and between the City of Mountain View, a California charter city (hereinafter “City”) and the Mountain View Whisman School District (hereinafter “District”). The City and District may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, this MOU was developed pursuant to City Council direction and consistent with the recommendations of the Public Safety Advisory Board (PSAB), and replaces any and all prior agreements and understandings between City (including the City of Mountain View Police Department (MVPD) and District on the subject of school resource officers; and

WHEREAS, City and District desire to set forth the duties and responsibilities of the parties with respect to City’s School Resource Officer (“SRO”) Program; and

WHEREAS, City and District desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students, a safe working environment for educational staff, the prevention and reduction of juvenile delinquency and the promotion of positive engagement between Police and youth; and

WHEREAS, City is engaged in a process to evaluate the SRO Program and outcomes of this process may result in proposed amendments to this MOU;

NOW, THEREFORE, in consideration of the mutual promises and representations contained herein, City and District do hereby agree as follows:

AGREEMENT

1. **Term.** This MOU shall be effective on [January 26, 2023] and shall remain in effect five years from the Commencement Date (“Term”), with options for two (2) one (1) year extensions. Unless terminated earlier pursuant to the terms hereof, this MOU shall expire automatically at the end of the Term. Either Party may terminate this MOU with sixty (60) days advance written notice.
2. **Purpose and Goals of SRO Program.** The purpose of the SRO Program is to provide students, school staff, and parents with a familiar and specifically selected, assigned, and trained public safety contact who will establish and maintain open lines of communication and foster positive relationships during calls for service and through SRO run programs in order to accomplish the following goals:

- 2.1. School/MVPD cooperation to create a safe and secure school environment.
 - 2.2. Prevention/reduction of juvenile delinquency to the fullest extent possible.
 - 2.3. Reduction in referrals to the criminal justice system and student suspensions and expulsions to the fullest extent possible.
 - 2.4. Positive engagement and relationships between MVPD and students.
3. **SRO Programs/Activities.** The SRO Program will accomplish its goals through a range of activities that may include and not be limited to the following:
- 3.1. Structured enrichment/prevention programs for at-risk youth (through the Police Activities League) .
 - 3.2. Coaching, mentoring, home visits, and service referrals for at-risk youth.
 - 3.3. Educational presentations to students, teachers, and administrators.
 - 3.4. Working groups, clubs, or meetings to provide opportunities for engagement/dialogue between MVPD and students.
 - 3.5. Investigation and enforcement regarding suspected criminal matters.
 - 3.6. Coordination with schools to address threats to campus security.
4. **SRO Program Principles.** The SRO Program will carry out its activities guided by the following principles:
- 4.1. Commitment to resolve school discipline and criminal matters at the lowest possible level.
 - 4.2. Protection of student rights and privacy, with interviews, searches, and arrests conducted in private or off-campus to the extent possible and in accordance with any applicable law or regulation.
 - 4.3. Commitment to conduct SRO programs/activities and enforce laws without discrimination or bias, in compliance with existing laws that prohibit the use of students' race, ethnicity, national origin, disability, religion, gender, sexual orientation, economic status, age, cultural group, immigration status, or affiliation with any other similar identifiable group as the basis for providing differing levels of service.
 - 4.4. Recognition of and sensitivity to the diversity of student backgrounds and experiences with and perspectives about police and commitment to minimize

potential for discomfort, with SRO presence on campuses primarily to provide or participate in specific activities and programs or to respond to calls for service.

- 4.5. Development and implementation of programs and activities with student and administration input and awareness.
 - 4.6. Clarity about when to engage SROs, with distinction between the school's responsibility for disciplinary matters and the MVPD's responsibility for criminal matters.
5. **Education and Law Enforcement Records.** The Parties agree that SROs may be deemed to be "school officials" for the performance of an SRO's duties on behalf of District. The SROs may therefore be allowed access to student records, but District is to maintain direct control of the use, maintenance, and disclosure of student records in accordance with Education Code Section 49076 and other applicable provisions of law. District may allow an SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" (Education Code Section 49076(a)(1)(A)) within the scope of the SRO's service under this MOU. This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, SROs may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.
- 5.1. If confidential student record information is necessary in an emergency to protect the health or safety of a student or others, District may disclose to the SRO information that is required to respond to the emergency based on the seriousness of the threat to someone's health or safety, the necessity of obtaining the information to respond to the emergency situation, and when time is of the essence.
 - 5.2. If confidential student record information is requested by the SRO, but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order, or written authorization of the parent/guardian.
 - 5.3. Pursuant to Education Code Section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offense.
 - 5.4. Pursuant to Welfare and Institutions Code Sections 827, 828.1 and 828.3, certain law enforcement records, probation reports and juvenile case file information may be provided to District Superintendent or their designee.
6. **Duties & Responsibilities.**

- 6.1. City Responsibilities: The Parties agree City's responsibilities include, but are not limited to, the following:
 - 6.1.1. City shall assign law enforcement officers to serve as SROs at all District schools (hereinafter "school sites"). All SROs assigned will attend the California Peace Officer Standards and Training (POST) SRO training. City will select, assign, and train all SROs in accordance with the MVPD SRO Manual. City shall remain responsible for all continuing education, certification, and maintenance of personnel files for SROs in compliance with all applicable laws.
 - 6.1.2. The operation and administrative control of the SRO Program will be a joint and cooperative effort of the Police Chief or designee and the District Superintendent or designee. Though the SROs will be part of the school site team and considered school officials at their respective school site, responsibility for the conduct of the SROs shall remain with MVPD. District acknowledges the SROs remain solely under the command of the MVPD and City.
 - 6.1.3. Each SRO shall wear the regulation police uniform or an MVPD-approved "dressed down" uniform and operate police vehicles while on duty unless otherwise authorized by the SRO's supervisor. SROs are also authorized to wear MVPD Polo Shirts and either Khaki or Kangaroo colored pants. School principals are encouraged to provide input on the SRO uniform to the Field Operations Division Captain.
 - 6.1.4. The SRO's investigation and questioning of students shall be limited to potential violations to the law related to the operation of, or occurring at, the school, except in situations where a delay in investigation or questioning might result in danger to any person, flight from the jurisdiction by the person suspected of a crime or destruction of evidence. Such investigation and questioning shall be performed in accordance with all applicable laws.
 - 6.1.5. The SROs shall notify the school site principal, or designee, as soon as practicable of any significant law enforcement actions taken by an SRO or other City law enforcement officer(s) on school site or at a school related event. A significant law enforcement action involves, but is not limited to, the following:
 - 6.1.5.1. Involves violence or threats of violence.
 - 6.1.5.2. Involves weapons.

- 6.1.5.3. Involves narcotics or any other controlled substance that poses a risk to student(s), parent(s) and/or faculty.
- 6.1.5.4. Any illegal sexual related incident.
- 6.1.5.5. Any gang related incident or activity.
- 6.1.6. The SROs shall not become involved in school administrative searches unless specifically requested by a school site principal or designee to provide security based on a safety issue such as weapons or to handle contraband, or other circumstances when approved by the Field Operation Division Captain. School administrative searches will be at the direction and control of a school site principal or designee.
- 6.1.7. As time permits, the assigned SROs will assist in training school administrators and staff in law enforcement related matters and disseminate information on crime trends, public safety issues and changes in laws to assist in effectively establishing and maintaining safe school environments.
- 6.1.8. SROs will conduct presentations to students on a variety of topics. The presentations will cover topics to include vaping, cyber safety, the role of SROs, and other topics as agreed to by City Chief of Police and the District Superintendent or authorized designee(s).
- 6.1.9. SROs will provide ongoing communication, at least twice a school year, to the school community about the purpose, activities and outcomes of the SRO Program.
- 6.1.10. SROs will work with school staff and students to identify and engage with working groups, clubs or meetings with the goal of fostering engagement, transparency and open dialogue between SROs, students, and school staff and developing strategies for how SROs can better serve the students, District, and school staff.
- 6.1.11. In order to foster a working relationship with open and strong communication between City and District, SROs shall, at minimum, meet quarterly with school site principals, staff or designee(s) to exchange information about current crime trends, problem areas or other areas of concern which may disrupt the school site or community and to review the operation and outcomes of the SRO Program.
- 6.1.12. At the request of a school site principal, a SROs shall attend suspension and expulsion hearings. A SRO shall be prepared to provide testimony on any actions taken by the SRO and on any personally observed conduct

witnessed by the SRO. A SRO shall not provide an opinion or advise the disciplinary board.

- 6.1.13. City will work cooperatively with District to review operations of and feedback regarding the SRO Program and make any needed adjustments to the SRO program throughout the school year.
- 6.1.14. SROs will provide yearly training for District staff on matters that require law enforcement notification and when law enforcement notification is not necessary.
- 6.1.15. MVPD will develop methods to measure the success of the SRO Program, conduct an annual assessment of the SRO Program and provide an annual presentation to the PSAB.
- 6.1.16. Supervision over the performance of law enforcement services, the standards of performance, the discipline of SROs and other matters incident to the performance of SRO services and the control of SROs shall remain the responsibility of the City.
- 6.1.17. Any persons employed by the City for the performance of services and functions pursuant to this MOU shall remain employees of City and shall not be considered employees of the District. No such City employee(s) shall have any entitlement to compensation, workers' compensation, pension or civil service benefits from District.
- 6.1.18. The rendition of the services performed by the SROs, the standards of performance, the investigation and/or discipline of officers, and other matters incident to the performance of such services shall remain with the City. Any obligations or requirements regarding POST certification, mandatory training or the like, maintenance of personnel files and/or receipt and investigation of complaints (as set forth in Penal Code section 832.7 and/or any other applicable statutes) shall remain with the City.

6.2. District Responsibilities: The Parties agree District's responsibilities include, but are not limited to, the following:

- 6.2.1. District shall provide the SROs at each school site with a safe location to speak with students, conduct interviews, or searches. If required by the circumstances and requested by the SRO, District can provide a location for these purposes that is away from other students with a closable door to ensure privacy. The City shall remain responsible for ensuring any such interview or search is conducted in accordance with all applicable laws.

- 6.2.2. The Principal of each school site shall provide SROs with reasonable opportunities to address students, teachers, school administrators, and parents about the SRO Program goals and objectives.
- 6.2.3. District/School? Administrators shall seek input from SROs regarding criminal justice problems relating to students and site security issues at the assigned school site.
- 6.2.4. The principal of each school site shall notify the SRO of significant suspected illegal activity. Any principal or other staff member, who locates a dangerous weapon or drug in the course of a search, shall turn it over to the SRO as soon as reasonably possible. In the event the SRO is not available, the principal or staff member shall contact MVPD dispatch to have an officer respond for suspected illegal activities or to deliver dangerous weapons or drugs that come into their possession.
- 6.2.5. When school personnel discover and/or take possession of any dangerous weapons, drugs or other illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. The contraband shall be confiscated and addressed in accordance with MVPD policy and procedures.
- 6.2.6. District will work cooperatively the City to review operations of and feedback regarding the SRO Program and make necessary adjustments to the SRO program throughout the school year.
- 6.2.7. District has developed a school safety plan including emergency response procedures and shall share it with MVPD/City.
- 6.2.8. District staff will receive annual training from MVPD on when it is recommended to contact SROs or MVPD for school related issues to ensure clarity of expectations.
- 6.2.9. Pursuant to the authority set forth in the California Education Code, District has the responsibility to address all student disciplinary matters, issue appropriate consequences, provide appropriate student support, and/or provide referrals to law enforcement on criminal matters as required by law. SROs will refrain from being involved in the enforcement of District's disciplinary rules if the matter does not involve violations of criminal law or that are criminal violations eligible for diversion.
 - 6.2.9.1. Pursuant to the California Education Code, District's jurisdiction over student discipline extends to discipline related to a school activity or school attendance that occurs at any time, including, but not limited to any of the following:
 - 6.2.9.1.1. While on school grounds;

- 6.2.9.1.2. While going to or coming from school;
- 6.2.9.1.3. During the lunch period whether on or off campus; and
- 6.2.9.1.4. During or while going to or coming from a school sponsored activity.

6.2.10. The District and its administrators shall provide a mechanism for students to provide feedback, make complaints, or document details of their interactions with the SROs. Complaints related to SROs shall be routed to the MVPD Field Operations Division Captain in compliance with the provisions set forth below in Section 5 relating to student educational records.

6.2.11. District shall develop and implement protocols for sharing relevant student data with SROs in compliance with the provisions set forth below in Section 7 relating to student educational records.

7. **Hours on Campus.** The Parties agree that SROs shall be deemed to be “school officials” for the performance of the SRO’s duties on behalf of the District. SROs, therefore, may be on campus during regular school hours, during school related events, or when students are on campus. SROs may be on campus when students are not scheduled to be on site when there is a specific need to address a public safety concern.
8. **Enforcement.** Although the SROs have been placed in a formal educational environment, the SROs are not relieved of their official duties as law enforcement officers. The SROs retain their right to intervene when it is necessary in the SRO’s professional judgment to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with state law and department policy.
9. **Employment.** The SROs providing services under this MOU are not employees or agents of District. The SROs providing services under this MOU are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits.
 - 9.1. The SROs shall report to and be under the direct and supervisory control of City and the City of MVPD. City reserves the right to temporarily remove the SROs in the event additional officers are needed during critical incidents, natural disaster or when there are staffing shortages.
10. **Indemnification.** City shall defend, indemnify and hold harmless District, its officers, agents and employees from any and all injury, loss, damages, claims or actions, including attorneys’ fees, arising out of the performance of the terms of this MOU and resulting from the sole fault or sole active negligence of City, its officers, agents or employees and/or the SROs.

- 10.1. Each Party shall immediately notify the other Party of any claims or legal actions arising out of the performance of this MOU.
11. **Selection.** The MVPD Police Chief will be responsible for selecting the officers to serve as the SROs at each school site. District may communicate its concerns about assigned SROs to the MVPD Police Chief, who shall consider those concerns and address them as the MVPD Police Chief deems necessary and reasonable.
12. **Financial Consideration.** There will be no financial compensation paid to City by District for services provided under this MOU. The SRO Program is funded by and at the discretion of City.
13. **Program Assessment.** The SRO Program will be assessed annually in an evaluation conducted jointly between City and District. The following may be considered in the evaluation:
 - 13.1. Success in achieving the established goals and objectives.
 - 13.2. Input from each school's administrators.
 - 13.3. Input from students and parents.
 - 13.4. Review of overall engagement between SROs, faculty, students, and parent(s).
 - 13.5. School functions (meetings, events, presentations).
 - 13.6. Tasks accomplished as part of a work plan.
14. **Entire Agreement.** This MOU contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the subject matter of this MOU. There are no promises, terms, conditions, or obligations, oral or written, between the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented, or terminated, nor may any obligations under this MOU be waived, except by written agreement signed by the Parties.
15. **Severability.** Should any term or provision of the MOU be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this MOU shall be valid and enforced as written to the fullest extent permitted by law.
16. **Use of Electronic Signatures.** Unless otherwise prohibited by law or a Party's policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a

contract that is executed by applying an electronic signature using technology approved by the Parties.

- 17. **Notices.** All notices or payments required or permitted under this MOU shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States addressed to:

Mountain View Whisman School District

City of Mountain View

Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94040
Attn: Superintendent

Mountain View Police Department
1000 Villa Street
City of Mountain View
Mountain View, CA 94041
Attn: Chief of Police

The Parties have executed this MOU on the date written below:

Mountain View Whisman School District

City of Mountain View

Date: 2/15/2023 | 5:03 PM PST, 20

Date: 2/18/2023 | 8:55 AM PST, 20

By: 
DocuSigned by:
A28F1E409E0B44D...

By: 
DocuSigned by:
D5DFCB636B67439...

Print Name: Ayindé Rudolph

Print Name: Kimbra McCarthy

Its: Superintendent

Its: City Manager

**Mountain View Whisman
School District**

JAN 26 2023

Board Approved