

**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: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____