

SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
CITY OF SAN PABLO

RECITALS

This contract entered into on July 1, 2018, between the West Contra Costa Unified School District (“WCCUSD”), hereafter referred to as “District,” and the City of San Pablo, hereafter referred to as “City,” who agree as follows:

WHEREAS,

- A. The City is a municipal corporation of the State of California located in the County of Contra Costa, State of California, and has its principal place of business at 13880 San Pablo Avenue, San Pablo, California 94806
- B. The District is a public school district in the County of Contra Costa, State of California, and has administrative offices located at 1108 Bissell Avenue, Richmond, California 94801.
- C. The District desires to engage the services of the City to provide police services as described in this Agreement on the campuses of Helms Middle School, and the City desires to render such services on the terms and conditions set forth in this Agreement.
- D. California Government Code section 53060 authorizes the legislative body of any public or municipal corporation or district to contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. The authority given wherein to contract shall include the right of the legislative body of the corporation or district to contract for the issuance and preparation of payroll checks. The legislative body of the corporation or district may pay from any available funds such compensation to such persons as it deems proper for the “special services” rendered.
- E. The City’s police department possesses the special experience, knowledge and expertise necessary for the performance of the “special services” required by this agreement.

WHEREAS, pursuant to Education Code 32261, it is the intent of the Legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the prevention of incidents involving crime and violence on school campuses and that address the safety concerns of local law enforcement and other interests in the prevention of school crime and violence; and

WHEREAS, pursuant to the Educational Code 32261, it is the intent of the Legislature to encourage school districts and law enforcement agencies to develop and implement interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code 32262, the Legislature has established School/Law Enforcement Partnership comprising the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of program policies, procedures and activities in the furtherance of campuses which are safe, secure and peaceful; and

WHEREAS, pursuant to Penal Code 832.3, it is the intent of the Legislature to ensure the safety of pupils, staff and members of the public on or near California public schools by providing peace officers with training that will enable them to deal with the increasing diverse and dangerous situations they encounter; and

WHEREAS, the School Resource Officer (SRO) program is comprised of school-based law enforcement officers whose charge is to promote safer schools and safer children by working in partnership with school administrators and school security/safety professionals to protect students, faculty, staff and the school community.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. **Scope of Work.** The scope of work shall be limited to those duties described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference.

2. **Term.** This Agreement shall commence on July 1, 2018 and shall continue through June 30, 2019, unless sooner terminated, as set forth in paragraph 6 of this Agreement.

3. **Payment.** The District shall pay the City, for police services provided by School Resource Officers (SROs) rendered under this Agreement, One hundred seventy-seven thousand five hundred twenty-six dollars (\$177,526) per year, for one officer, for every year this Agreement is in effect. The payment is also for overtime worked by the SROs and other San Pablo Officers at the following campus school events; Football and Basketball Games, Back to School Night and Open House, Graduation and Proms. The City shall provide the District with the presence of appropriate City police vehicles, operated by the SROs, including mileage, at no additional cost to the District.

The City shall submit invoices to the District to the attention of the Associate Superintendent, Business Services, West Contra Costa Unified School District, 1400 Marina Way South, Richmond, California 94804. The District shall make payment to the City no later than 30 days from receipt of the invoice.

4. **Independent Contractor.** The relationship between the Parties under this Agreement shall be one of independent contractor. The police officer who provides services under this Agreement shall not be an employee or agent of the District and is not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or, benefits, as a result of this Agreement. The School Resource Officer reports directly to the Chief of Police or designee through the Police Department established "chain of command." The Police Department shall maintain direct supervisory control over the assigned SRO. The District shall have the right to approve the individual SRO assigned to it under this contract, and shall have the right to require that the assigned SRO be replaced if his or her performance is unsatisfactory to the District.

The SRO rendering services under this Agreement shall not be an employee of the District for federal or state tax purposes, or any other purpose. The City shall be responsible for tax withholding as requested by the SRO. The SRO shall be solely responsible for payment of any tax liability arising out of that officer's compensation for services performed under this Agreement.

The District assumes no liability for workers' compensation for the assigned SRO. The City shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for the SRO assigned under this Agreement. The District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the City to account for all of the above, and the City agrees to hold the District harmless from all liability for these taxes.

5. **Indemnification.**
 - A. The City shall defend, indemnify and hold harmless the District, its officers, agents and employees from any and all loss, including attorneys' fees, sustained by the District by virtue of any damage(s) to any person(s), firm or corporation that may be injured by or to any property that may be damaged by the sole fault or sole active negligence of the City, its officers, agents or employees.

 - B. The District shall defend, indemnify and hold harmless the City, its officers agents and employees from any and all loss, including attorney's fees sustained by the City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault or sole active negligence of the District, its officers, agents or employees.

- C. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage charge or expense was caused by deliberate, willful, or criminal acts of any party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.
- D. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.
- E. Each party shall establish procedures to notify the other party of any claims or legal actions with respect to any of the matters described in this indemnification section.

6. **Termination.**

This Agreement may be terminated by either party at any time prior to the end of the Term, with or without cause, upon delivery of a written Notice of Intent to Terminate to the other party. Such notice shall be served by personal delivery or by first-class mail, registered or certified; postage prepaid, and shall be deemed received upon personal delivery or five (5) days after the mailing date whichever is sooner. The date of termination shall be the date that is ninety (90) calendar days after the date on which the Notice of Intent to Terminate is received or deemed received, as the case may be. In the event of termination, the District will compensate the City for all services rendered to the effective date of termination. The City Chief of Police is designated as authorized to accept such notice for the City and the WCCUSD Superintendent is designated to accept such notice for the District.

7. **Assignment.**

This Agreement is for personal services to be performed by the City. Neither this Agreement nor any duties or obligations to be performed by the City under this Agreement shall be assigned without the prior written consent of the District. In the event of an assignment by the City to which the District has consented, the assignee or its legal representative shall agree in writing with the District to personally assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

8. **Notices.**

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the fifth day of mailing to the party to whom the notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

DISTRICT: West Contra Costa Unified School District
 1400 Marina Way South
 Richmond, CA 94804
 Attn: Associate Superintendent, Business Services

CITY: City of San Pablo
 City Manager
 13831 San Pablo Avenue
 San Pablo, California 94806

- 9. **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 instrument signed by the Parties.
- 10. **Binding on Successors and Assigns:** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.

11. **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.
12. **California Law.** This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.
13. **Ratification of Board of Education.** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the West Contra Costa Unified School District, as evidenced by a motion of said board duly passed, and adopted in compliance with the provisions of Education Code 39656.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

CITY OF SAN PABLO

BY: _____
Associate Superintendent, Business Services

BY: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT A SCOPE OF WORK

VISION STATEMENT

West Contra Costa Unified School District (WCCUSD) is committed to maintaining a positive, collaborative working relationship with local law enforcement.

PURPOSE

The purpose of this document is to delineate the roles and responsibilities School Resource Officers (SROs) from the San Pablo Police Department as well as align those roles and responsibilities with the WCCUSD Positive School Climate Resolution No. 49-1718 ("the Resolution," Attachment 1). In furtherance of the Resolution, this document contains clear guidelines regarding procedures for both WCCUSD staff and SROs.

BACKGROUND

In November 2017, the WCCUSD Board of Directors passed the Positive School Climate Resolution No. 49-1718 to create welcoming, productive, and positive spaces for all members of the school community and improve outcomes for its students. The Resolution was the first step toward creating a District-wide, positive, relationship-based culture that is supportive of all members of WCCUSD that is grounded in Restorative Practices, Positive Behavior Interventions and Supports, and Trauma-Informed Practices.

With regard to student interaction with law enforcement, the Board declared: 1) involvement in the delinquency system has a significant negative impact on its students, including a higher likelihood of dropping out and later involvement in the adult criminal system; 2) students in the delinquency system often struggle to reintegrate into their school communities and make academic progress after arrest and incarceration; 3) WCCUSD has made strides to limit the role of law enforcement in addressing minor school-related behavior and begun to focus more resources on effective evidence-based supports; and 4) WCCUSD considers referral of students to law enforcement a last resort.

With daily interaction between the school's administration and the SRO, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO, SRO Supervisor, and individual school administrators. This Exhibit clarifies the roles of the SRO and the school administrators, the scope of their authority, and the responsibilities of the District and City in this collaboration.

EXPECTATIONS

While working for the San Pablo Police Department, it is the expectation of all members of this Department to protect against serious and immediate threats to life or physical safety, while SROs have the unique responsibility of working in an educational setting with youth and in partnership with educators, counselors and the various academic and social service providers on a campus setting.

School Resource Officers and other police officers will typically not respond to routine non-criminal school discipline matters. Where possible, SROs should strive to allow students to engage in school-based interventions and maximize the student's instructional time and continued engagement in the educational setting.

SROs are expected to have regular, positive interactions with all members of the school community, build constructive relationships with students and implement programs that help create a positive school climate.

The Police Department is committed to working in partnership with the District, student and parent groups, community organizations, and additional stakeholders to continue to meet the goals and objectives of the Positive School Climate Resolution.

ORGANIZATIONAL RELATIONSHIPS

A critical element of the SRO program is an open relationship and strong communication between the school principal and the SROs. The SRO should meet weekly or more frequently if necessary, with the assigned school principal for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern that have potential for threats to physical safety in the school or within the community.

The SRO is also responsible for communicating and consulting with the school site administrator as described in the sections below and will work in close contact with the principals in carrying out duties as assigned. The SRO has no direct supervisory responsibilities on the school campus.

A Patrol Division Commander or SRO Supervisor shall have a direct line of communication with the Superintendent or Superintendent's designee. The Superintendent or Superintendent's designee and SRO Supervisor shall meet to discuss any issues that arise with regard to the implementation of this Exhibit.

Programs conducted in schools by other divisions of the Police Department shall be coordinated with the SRO and the school principal to avoid redundant services and to ensure equitable distribution of such programs and services.

RESPONSIBILITIES OF SCHOOL PRINCIPAL AND/OR DESIGNEE

WCCUSD staff has the responsibility to ensure consistent enforcement of school rules and policies. WCCUSD employees, not the police department, have the main responsibility of investigating allegations of student behavior and to discipline students.

In an emergency situation, the school shall call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency line at the Police Department ((510)724-1111) if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his/her return to duty.

Unless there is a serious and immediate threat to physical safety, school staff should not make direct referrals of students to law enforcement but should make such referrals to the principal and/or their designee. Before referring a student to law enforcement, the school principal and/or their designee shall consider the following:

Student Conduct and Discipline Matrix:

Has the Code of Student Conduct and Discipline Matrix been followed in this instance? Could this be resolved by consequences within the school discipline system, utilizing alternatives other than citation or arrest (such as Level 1, Level 2, or Level 3 interventions per the Discipline Matrix or any other school-based alternative to law enforcement involvement)?

Referral to specialized teams or community-based service providers:

If the Discipline Matrix cannot resolve the incident, consider referral to a CARE/COST Team; Wraparound Team; Student Support Team; Student Attendance Review Board; Educationally Related Mental Health Services or other Medi-Cal funded services; assessment of disabilities that may qualify for a Section 504 Plan or Individualized Education Plan (for students with suspected disabilities); and/or to a community-based programs that offers peer mediation, mentoring, counseling, therapy, or other intensive services.

If further support is needed but not available at the school level, the school principal and/or designee may call the District designee at Student Services (e.g., School Climate Director) for guidance.

RESPONSIBILITY OF SCHOOL RESOURCE OFFICER

Although school staff should not, in general, make direct referrals of students to law enforcement, it is the responsibility of the SRO to communicate with the school principal with regard to any direct referral the SRO receives from school staff.

Except for compelling circumstances requiring an immediate response, before issuing a citation or making an arrest of a student for behavior on school grounds, on the student's way to or from school, or during a school-sponsored or related event, an SRO should, where possible, follow the guidance below.

Consult with the school principal and/or their designee regarding the direction from the School Discipline Matrix:

Has the Code of Student Conduct and Discipline Matrix been followed in this instance? Could this be resolved by consequences within the school discipline system, utilizing alternatives other than citation or arrest (such as Level 1, Level 2, or Level 3 interventions per the Discipline Matrix or any other school-based alternative to citation or arrest)?

Evaluate the situation:

Considering all the surrounding circumstances, does this incident rise to the level of a felony that presents a serious and immediate threat to life or physical safety *and* that necessitates arrest?

Communicate with the student:

Can the situation be resolved with an intervention approach that may include the officer talking to the student about their behavior; a verbal warning; taking the student out of the situation in order to cool off or other intervention?

If the responses to any of the questions above reveal that a school-site intervention or school discipline approach under the District's Discipline Matrix, a referral to a community-based service provider, or an intervention with the student's parent, guardian or caregiver can resolve the situation, the student should be referred to the principal and/or their designee.

Issuance of a Diversion Referral

The SRO should consider making a diversion referral to the appropriate community-based service provider before making an arrest.

School administrators must immediately notify the parent, guardian, or caregiver of any student being released into the custody of law enforcement pursuant to Education Code section 48906.

In an effort to minimize trauma, stigma, and disruption to the learning environment, law enforcement should not remove a student from a classroom unless compelling circumstances exist requiring an immediate response.

Arrests of students, if at all possible, should not take place on campus. Any arrest of a student on a school campus, by an SRO or any law enforcement officer, should be made in accordance with school policy and this Exhibit.

The district also understands that a "rapidly evolving" police situation may unfold requiring an officer to take immediate action whereupon suggested guidance above may be more difficult to follow.

POLICE INVESTIGATION AND QUESTIONING

Before questioning a student about an alleged offense, the SRO will make all efforts to inform the school site administrator, who upon notification, shall make contact with the student's parent, guardian, or foster caregiver to inform them of the SRO's intent to question their child.

Pursuant to Penal Code section 625.6, prior to a custodial interrogation, and before the waiver of any Miranda rights, a youth 15 years of age or younger shall consult with legal counsel in person, by telephone, or by video conference. The consultation may not be waived.

If an SRO or investigating officer requests from school staff the location, class schedule, legal name, mailing address, phone number or any other information regarding a student, school site administrators will be made aware, where possible, of the reason for the needed information.

The school principal shall be notified immediately of any significant enforcement actions taken by an SRO or investigating officer(s).

NO DISCLOSURE OF STUDENT INFORMATION TO LAW ENFORCEMENT

Federal and state laws protect the privacy of students and their parents. Information may only be shared with individuals authorized to receive the information. Information may be shared with an authorized person when:

- Based upon the school official's determination, it is in the legitimate educational interest of the student;
- The person giving the information is acting within their job responsibility and the information is related to that job function;
- The person receiving the information is serving within the capacity of his/her job and the information is related to that job function.

If such access is provided, the SRO must protect the privacy of the student records it receives and may only disclose the student records, or the information obtained from the student's records, in compliance with state and federal law.

Unless there is a health or safety emergency requiring disclosure of information contained within student records, the information obtained by an SRO from a student's records may not be shared with other law enforcement agencies or personnel. For this reason, circumstances where the SRO is provided access to student records should be limited and only when there is a legitimate educational interest in providing such access, or, an emergency situation exists.

Access to student records by SROs should only be granted with the approval and supervision of a school administrator. Access shall be duly noted on the Access Log. Student records should remain in the possession of the school administrator(s) at all times.

SEARCH AND SEIZURE

In general, the SRO should not become involved in administrative (school-related) searches. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have an administrator act as his or her agent.

Any search initiated by an SRO or other police officer shall be conducted within the confines of the current law. Any search initiated by an SRO or other police officer shall be in accordance with San Pablo Police Department policy.

MEETINGS

The Superintendent or designee should meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed to ensure adequate communication between the District and the Police Department. The principal shall meet with SRO's weekly and the SRO Supervisor at least once each semester. To the extent that schedules permit, the initial SRO Supervisor/Principal meeting should be held on the date of the implementation of this agreement and be devoted to reviewing school and City expectations and clarifying any operational procedures. The second meeting should occur mid-year and involve a preliminary evaluation of the SRO's performance as well as the identification and resolution of any developing issues. The SRO Supervisor shall address any concerns regarding the performance of the SRO.

Upon request, the principal shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs and concerns of the particular school.

The SRO should, where possible, be a member of the CARE/COST team at their assigned school and serve on other committees or groups as necessary to support a positive school climate.

An SRO from each school shall attend the monthly Safety Committee meeting along with the school principal or designee. Where possible, the SRO Supervisor should be made aware of Safety Committee concerns.

LOCATIONS, SCHEDULE, AND HOURS

The City hereby agrees to provide to the District police services as follows:

The SRO's duty schedule will be determined by the SRO Supervisor, but generally will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods. The SROs assigned to the schools shall be present at these sites at least 90% of each 40-hour work week, except when subpoenaed for court, attending official police training or business, routine vacation and special time off, school holidays and other periods the District may designate. Any SRO may perform services outside the time period set forth in this agreement when necessary.

TRAINING AND SUPERVISION

The City shall be solely responsible for SRO training and related costs, including where the School District requests the SRO attend specific District training. The City shall retain full authority to direct and control the activities of the police officers and supervise and discipline the officers in accordance with City policies and procedures.

SROs should where possible take part in District-approved trainings for trauma-informed and restorative practices before beginning their assignments at any WCCUSD school. Officers are recommended to take this training as part of their normal duties, preferably during summer or other non-students days. This training will be provided by the district.

DATA COLLECTION AND REPORTING

The Police Department staff shall collect the following data and provide a written report, in compliance with public release records, to be filed with the Superintendent annually regarding the following data:

- School based interactions that are investigatory in nature between students and law enforcement personnel;
- School based calls for service;
- School-based citations;
- School-based arrests; and

All data above must be disaggregated by date, location of arrest/school, reason for the interaction, the alleged offense, the person who making the referral (including both SRO and school-staff initiated referrals), and student's gender, age, and race/ethnicity.