

SCHOOL RESOURCE OFFICER

MEMORANDUM OF UNDERSTANDING

A. Mission Statement

The community of Arroyo Grande, the Lucia Mar Unified School District, and the Arroyo Grande Police Department are significantly impacted by demands to address incidents and situations directly or indirectly related to juveniles and the schools. The problems of juvenile delinquency, alcoholic beverage and illegal substance abuse, gang involvement, and other youth-related problems that negatively affect the community and the schools can be best addressed in a pro-active, interactive, and preventive manner. Effective education requires a safe and orderly environment in which learning can occur. Consequently, the Arroyo Grande Police Department and the Lucia Mar Unified School District jointly propose to implement the School Resource Officer (SRO) program within the Lucia Mar Unified School District for schools located within the City of Arroyo Grande. The mission of the SRO program shall be to provide appropriate law enforcement resources and a school-based approach to the development of a positive relationship among students, staff and the police, the maintenance of a safe learning environment and the prevention of juvenile delinquency, alcoholic beverage and illegal substance abuse, and gang involvement by our community's youth.

In order to facilitate a proper working relationship between the school administration and the SRO, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and school administrators.

This Memorandum of Understanding clarifies the roles of the SRO and school administrators, their scope of authority, and the respective responsibilities of the Lucia Mar Unified School District and the Arroyo Grande Police Department in this collaboration. The success of this program relies on effective communication among the SRO, school administrators, and other key staff members of each organization.

All references in this Memorandum of Understanding to responsibilities and obligations of the Lucia Mar Unified School District, the Arroyo Grande Police Department, and the City of Arroyo Grande are applicable only to schools located within the City of Arroyo Grande.

Under the terms of this Memorandum of Understanding, the Lucia Mar Unified School District and the Arroyo Grande Police Department agree that the duties, responsibilities and physical presence of the SRO are not limited to the Arroyo Grande High School but include all schools in the Lucia Mar Unified School District within the City of Arroyo Grande.

B. Concept

The SRO program shall utilize the SRO Triad concept as set forth by the NASRO National Association of School Resource Officers (NASRO) that is attached hereto and incorporated herein by reference. The SRO Triad concept generally means that the officers assigned to the SRO program are law enforcement officers, counselors and

teachers. The SRO is first and foremost a law enforcement officer for the City of Arroyo Grande. The SRO shall be responsible for carrying out all duties and responsibilities of a Police Officer and shall ultimately at all times remain under the control of the Arroyo Grande Police Department and its policies and procedures.

The SRO will comply with the policies and procedures of the Lucia Mar Unified School District to the extent that such policies and regulations do not conflict with those of the Arroyo Grande Police Department or the City of Arroyo Grande are not in conflict with other terms In this Memorandum of Understanding, and are not in conflict with federal, state, or local laws. The SRO Is an enforcement officer in CRIMINAL matters only. The SRO shall not enforce any school or classroom rules. The SRO is not a school disciplinarian and should not assume this role. The SRO shall not involve themselves in administrative matters of Lucia Mar Unified School District that do not relate to the duties and responsibilities of the SRO. The SRO is not a formal counselor and will not act as such; however, the SRO may be used as a resource to assist students, parents, school staff and all persons involved with the Lucia Mar Unified School District. The SRO may also be used as a teacher and can instruct in a variety of subjects ranging from alcoholic beverage and illegal substance abuse to citizenship and community responsibilities. The SRO may use teaching to build rapport between the students and the staff.

C. Description of General Duties

1. The SRO is a sworn Arroyo Grande Police Officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety and order within the assigned school(s) and in the prevention and control of crime, Juvenile delinquency, truancy and disorder on school campuses and in the immediate area of the school campuses if students may reasonably be involved through the enforcement of applicable state statutes and Municipal Codes as appropriate.
2. The SRO will conduct or assist in the investigation of incidents on school campuses.
3. The SRO may assist in the coordination of the efforts of other law enforcement agencies on the school campuses.
4. The SRO will be considered an active member of the administrative team in his/her assigned school(s).
5. Although the SRO's primary responsibility and location will be the Arroyo Grande High School, he/she shall. respond to SRO-related issues at other Lucia Mar Unified School District campuses within the City as reasonable and appropriate.
6. The school buildings, grounds, and the adjacent neighborhoods and streets will be the equivalent of the SRO's patrol area and he/she will assume primary responsibility for handling calls for police service and coordinating the response of other police or emergency resources to the school. All criminal activity that comes to the attention of the school staff shall be reported immediately to the Police Department. In an emergency situation, the school shall call 911 and should also notify the SRO as soon as reasonably possible. In a non-emergency situation, the school should notify the SRO or call the pen-emergency police Department number if the SRO is not available. The SRO may delay

his/her Immediate response to incidents that are not of an emergency nature for action upon his/her return to duty.

7. The Arroyo Grande Police Department will provide the SRO with a vehicle for his/her use as appropriate.
8. The SRO will be required to appear in court and assist in prosecution and other judicial processes as reasonably necessary as a result of his/her position.
9. The SRO's duty schedule will be determined by the Chief of Police or his/her designee, in conjunction with the school administration and in compliance with the Fair Labor Standards Act, but will generally be arranged to provide coverage and visible presence throughout the school day including peak arrival and departure times before and after school. In addition, the SRO may be required to attend school-related functions during normal classroom hours and special after-school activities, e.g. school dances and sporting events. If the SRO is required to attend special after-school activities, he/she shall take reasonable measures to adjust his/her normal work schedule. This type of shift adjustment shall normally be reserved for Arroyo Grande High School events and shall not replace other security arrangements, e.g. off-duty police personnel or private security. The Arroyo Grande Police Department shall use its best efforts to provide services requested by the Lucia Mar Unified School District. The Arroyo Grande Police Department may assign another officer to act as a temporary SRO if: (a) the SRO is not available or (b) in order to avoid overtime charges to the Lucia Mar Unified School District.
10. The SRO will normally conduct their duties in full police uniform to enhance the visible presence of and interaction with a uniformed Police Officer; however, the SRO may be permitted to wear plainclothes according to any special needs and with the prior approval of the Chief of Police or his/her designee.
11. The SRO will assist with training for the school administration in law enforcement-related matters. Information about crime trends and changes in criminal law relevant to schools shall be disseminated to the school administration to assist in effectively establishing and maintaining safe school environments.
12. The SRO may become involved with the school's curriculum, via coordination with school administration, and provide instruction that will enhance the student's understanding of the police mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations must, of necessity, take precedence over classroom instruction. Lesson plans for all formal, organized presentations shall be forwarded to the school administration and the Chief of Police or his/her designee prior to presentation.
13. The SRO will be responsible for monitoring the social and cultural environment to identify emerging youth problems. All information concerning these emerging issues shall be provided to the Chief of Police or his/her designee and the school administration. Prevention and early intervention strategies shall be coordinated with the Chief of Police or his/her designee in conjunction with the school administration.

14. When it is in the best interest of the Police Department and the school, the SRO may make formal presentations to, or participate in, meetings related to school based community organizations, students, and parents such as parent-teacher organizations, School Advisory Council, and School Board meetings. The presentations provided or the educational resources made available may include, but are not limited to, alcoholic beverage and illegal substance abuse, criminal law-related education, criminal justice system orientation, juvenile delinquency prevention, gang involvement and awareness and community responsibility. Participation in other activities such as panel discussions, mentoring programs, and community coalitions or task forces must be approved in advance by the Chief of Police or his/her designee.
15. Programs conducted in schools by other Police Department members shall be coordinated with the SRO to avoid redundant services and to ensure equitable distribution of such programs and services.
16. A critical element of the SRO program is an open relationship and strong communication between the school administration and the SRO. The SRO shall meet on a weekly basis, or more frequently if necessary, with school administration for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern that have the potential for disruption in the school or within the community.
17. During times when schools are in session, the SRO will devote his/her complete shift to the school calendar day, except for required duties such as court appearances or unless required to respond to emergency situations including but not limited to Regional SWAT team call-outs. During times when schools are not in session, e.g. holiday breaks, spring break, and summer vacation, and the SRO is not involved in assigned school-related activities, the SRO will be assigned to duties at the discretion of the Police Department. The SRO shall attend all in-service training required by the Police Department throughout the year, whether or not school is in session.
18. The SRO shall utilize the appropriate Police Department mechanism, e.g. the CADS or crime and incident reports, to record his/her activities in a timely manner. That record shall be made available to school administration upon request.
19. Other duties and responsibilities of the SRO include:
 - (a) Proper disposal of illegal substances recovered by the school and not needed for criminal prosecution.
 - (b) Maintaining familiarity with the Lucia Mar Unified School District Student Rules and Regulations.
 - (c) Attending and providing testimony at school disciplinary hearings upon request.
 - (d) Participation in other youth-related community activities as assigned by the Chief of Police or his/her designee.

D. Selection

Selection of the SRO and supervisory personnel shall be at the sole discretion of the City's Chief of Police. The Chief of Police may solicit input from the Lucia Mar Unified School District to assist in the selection of the SRO.

E. School District Responsibilities

The Lucia Mar Unified School District shall be responsible to provide to the SRO as follows:

1. Access to a climate controlled office with proper lighting and a landline telephone for general use.
2. A location for files and records that can be properly locked and secured.
3. A desk with drawers, chair, filing cabinet and basic office supplies.
4. Appropriate access to a Lucia Mar Unified School District computer and secretarial/administrative assistance when necessary.
5. Access to and encouragement of classroom participation.
6. The opportunity for the SRO to address school staff about the SRO program and its goals and objectives.
7. Seek input from the SRO regarding criminal justice issues related to the school environment.
8. Allow the SRO to wear and operate portable audio/video recording equipment (body worn camera) in accordance with Policy 451 of the Arroyo Grande PD CA Policy Manual.
9. Emergencies. In the event of emergencies, school officials or personnel shall first contact 911 before attempting to contact the SRO.
10. Lucia Mar Unified School District shall provide a district cell phone to the SRO assigned to Arroyo Grande High School.

F. Desired Outcome

1. To mutually provide for a safe and secure environment for all persons working, attending, or visiting the Lucia Mar Unified School District buildings and grounds within the City of Arroyo Grande.
2. To mutually develop and maintain an active partnership between the Arroyo Grande Police Department and the Lucia Mar Unified School District to preserve a safe and secure educational environment.
3. To communicate and cooperate regarding law enforcement-related issues occurring within the boundaries of the Lucia Mar Unified School District campuses in the City of Arroyo Grande.

4. When deemed reasonable and appropriate, to mutually apply counseling, mentoring, and/or alternative resources to conflict resolution consistent with the policies and procedures of the Arroyo Grande Police Department and the Lucia Mar Unified School District with the realization that law enforcement processes are but one of the possible solutions available as an option for intervention.
5. To mutually participate in the educational process as a resource and as an advocate for the criminal justice system.

G. Information Sharing

Consistent with the basic tenants of the relationship between the school administration and the SRO described in this Memorandum of Understanding, open communication is essential to ensure program effectiveness. The SRO should exchange information with the school administration regarding students' involvement in criminal activity in and around the school. This shall be limited to information that directly relates to and contributes to the safety of the school environment. The SRO shall not make any official document, police report, or record available to the school administration or its staff that is not legally permissible nor shall the school administration or its staff make any official document, report or record available to the SRO that is not likewise legally permissible.

H. Supervision Responsibility & Chain of Command for the SRO

As the employer of the SRO, the Arroyo Grande Police Department shall maintain primary supervision of the SRO and the SRO shall follow the chain of command set forth in the Arroyo Grande Police Department Manual. The SRO will work with the school administration to determine the most reasonable and effective use of the SRO's time and expertise but shall not be subject to the supervision or direction by the Lucia Mar Unified School District, its officers, agents or employees. Scheduling needs outside of regularly scheduled school hours involving investigations, school-related activities and/or school-related functions shall be coordinated between the Lucia Mar Unified School District Superintendent or a designate chosen by the Superintendent, and the SRO's supervisor.

Evaluation of the SRO shall be conducted as a function of supervision consistent with the Arroyo Grande Police Department's policies and procedures. The Superintendent of the Lucia Mar Unified School District, or his/her designee, shall have the opportunity to submit supplemental evaluations of the SRO related to the fulfillment of position responsibilities to the SRO supervisor. The SRO supervisor, as a part of the SRO's evaluation, shall consider any such supplemental evaluation.

I. Decision-Making Authority Regarding Enforcement of Applicable Laws and Procedures by the SRO

The Arroyo Grande Police Department has policy and procedure in place managing chain of command, span of control, and resolution of conflicting orders. All chain of command issues involving the SRO shall be resolved through existing Police Department policy.

The SRO as a sworn police officer shall retain decision-making authority related to law enforcement issues, including, but not limited to, the use of body worn camera. Decision-making authority related to school policy, procedures, and practices shall be retained by the school administration and staff. Inconsistencies and/or conflicts between Police Department policy and Lucia Mar Unified School District policy shall be resolved through mutual cooperation and alterations or amendments to this Memorandum of Understanding.

J. Evaluation of the Program

Evaluation of the SRO program shall be conducted informally at the end of the first school semester. A formal annual program review/evaluation shall be conducted within 30 days of the end of each school year.

Evaluation of the SRO program shall be conducted as a cooperative effort between the Arroyo Grande Police Department and the Lucia Mar Unified School District.

K. Commitment to School Resource Officer Retention

Both the Arroyo Grande Police Department and the Lucia Mar Unified School District are committed to the philosophy and interaction of a SRO within the school system. The SRO functions as a pro-active Community Policing and Problem-Solving resource for the Arroyo Grande Police Department as an integrated and intensively interactive police resource with Lucia Mar Unified School District students, staff, and administration. Therefore, understanding that the SRO is mutually beneficial to the duties, responsibilities, and organizational goals of both parties to this agreement, a plan to retain this position will be considered on an annual basis by the Lucia Mar Unified School District, the School Board and the Arroyo Grande Police Department through cooperative funding arrangements proposed by the parties at that time.

L. Funding Plan

The Arroyo Grande Police Department and the Lucia Mar Unified School District will individually budget, through local municipal and district funding sources, for operational expenses necessary to comply with this agreement to fully fund the SRO position. The calendar year effected by this Memorandum of Understanding shall be immediately sequential to the school year end date to ensure that the SRO position will not be terminated within a school year.

The Lucia Mar Unified School District shall be responsible for fifty percent (50%) of the cost of the salary and benefits associated with the actual officer assigned to the SRO position. Such cost shall include salary; retirement; Social Security; medical, dental and vision insurance; Workers' Compensation; uniform allowance; life insurance, employee assistance plan, bilingual, and educational incentive pay, if applicable; and all additional costs that are or may become applicable for the assigned SRO due to the existing Memorandum of Understanding between the City of Arroyo Grande and the Arroyo Grande Police Officers Association, changes that may be negotiated in the Memorandum of Understanding between the City of Arroyo Grande and the Arroyo Grande Police Officers Association or a change in the assigned SRO during the term of this Memorandum of Understanding between the Lucia Mar Unified School District and the Arroyo Grande Police Department. The Arroyo Grande Police Department shall be responsible for the remaining fifty percent (50%) of those same costs.

The Lucia Mar Unified School District shall transmit one-half (1/2) of its share of the program costs in one payment to the City of Arroyo Grande invoiced in September of the annual term of the Memorandum of Understanding and the remaining one-half (1/2) of its share of the program costs in another payment to the City of Arroyo Grande invoiced in February of the annual term of the Memorandum of Understanding. Both payments shall be due in full no later than 30 days after invoice.

The SRO may accrue overtime when present at certain school events, including, but not limited to, home football games, Winter Formal Dance, and Prom. If the presence of the SRO at a school-related special event outside normal school hours is reasonably appropriate, the SRO should make reasonable efforts to adjust his/her work schedule to eliminate any potential overtime expense associated with the special event. The Arroyo Grande Police Department cannot guarantee that a schedule modification will eliminate a need for the SRO to accrue overtime hours, and the Arroyo Grande Police Department will prioritize safety at school functions in all cases.

M. Termination

This Memorandum of Understanding may be terminated without cause either by the Arroyo Grande Police Department or the Lucia Mar Unified School District upon ninety (90) days written notice. Upon termination, any funds provided the Lucia Mar Unified School District shall be pro-rated and returned as appropriate to the Lucia Mar Unified School District.

N. Indemnity

1. Arroyo Grande Police Department agrees to defend, indemnify and hold Lucia Mar Unified School District, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, omissions

or misconduct of Arroyo Grande Police Department, its officers, employees, agents or volunteers.

2. Lucia Mar Unified School District agrees to defend, indemnify and hold Arroyo Grande Police Department, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, omissions or misconduct of Lucia Mar Unified School District, its officers, employees, agents or volunteers.

O. Term

The term of this Memorandum of Understanding shall be for one year from the effective date, which shall be July 1, 2023.

P. Cost

The total cost of this Agreement shall be \$80,200, except that the Lucia Mar Unified School District shall incur additional costs for overtime work of the SRO at the rates set forth in the attached exhibit "A."

Q. Miscellaneous

1. Entire Agreement. This Memorandum of Understanding contains the entire agreement between the Arroyo Grande Police Department and the Lucia Mar Unified School District related to the SRO positions. Amendments to this Memorandum of Understanding may be made only in writing and signed by all parties to the Memorandum of Understanding.
2. Severability. If any provision of this Memorandum of Understanding is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
3. Waiver. Any waiver by the Arroyo Grande Police Department of any breach of any one or more of the terms of this Memorandum of Understanding shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of Arroyo Grande Police Department to require exact, full, and complete compliance with any term of this Memorandum of Understanding shall not be construed in any manner as changing the terms hereof or stopping the Arroyo Grande Police Department from enforcement hereof.
4. Authority. The Parties each warrant and represent to the other that they have the full legal authority to enter into this Memorandum of Understanding.

***Arroyo Grande Police Department
Representative***

Name: _____

Title: _____

Date: _____

Signature: _____

***Lucia Mar Unified School District
Representative***

Name: _____

Title: _____

Date: _____

Signature: _____

LMUSD Board Approved: _____

EXHIBIT A

Total cost of Arroyo Grande Police Department and Lucia Mar Unified School District SRO: \$160,400 – this amount split 50/50 means that each party shall be responsible for \$80,200.

Overtime will be calculated as follows:

Position	Annual Rate	Hourly Rate	Overtime Rate
School Resource Officer	160,400	77.12	115.67