

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CARMEL COUNTY UNIFIED SCHOOL DISTRICT
AND
THE MONTEREY COUNTY SHERIFF'S OFFICE
FOR
SCHOOL RESOURCE OFFICER SERVICES**

This Memorandum of Understanding ("MOU Agreement") is made and entered into by and between the Carmel Unified School District ("CUSD" or "District") and the Monterey County Sheriff's Office ("County") on July 1, 2023. This agreement sets forth guidelines and a shared understanding of the role and responsibilities in implementing a School Resource Officer program. The intent is to establish mutual agreement on the policies, goals, objectives and compensation to the County, for the position of School Resource Officer ("SRO") and the services provided by the County to the District ("SRO Program"). Nothing in this agreement will preempt the individual policies and procedures of the respective agencies unless is it specified in writing within this document.

SECTION 1: PURPOSE OF MOU

The MOU Agreement formalizes the relationship between the participating entities in order to foster an efficient and cohesive SRO program that will build positive relationships between law enforcement and youth in the CUSD schools and surrounding communities, with the goals of (1) enhancing the safety and security of students and staff; (2) providing an open line of communication between the CUSD schools and the County; (3) fostering a positive and cooperative relationship between school administrators, staff, students and Sheriff Deputies; (4) creating and encouraging, through every useful means, desirable behavior on the part of children, youth and their families; and (5) providing for a dedicated response to law enforcement issues within the CUSD schools. The success of this program relies upon the effective communication between all involved employees, the school administrators, and other key staff members of each organization.

SECTION 2: DEFINITION OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program allows a full-time Monterey County Sheriff Deputy to serve the CUSD schools and students as a School Resource Officer. The SRO will assist the CUSD schools in promoting and maintaining safe schools, improving school climate by developing healthy relationships, effective communications and supporting educational opportunities for all students. This MOU Agreement sets forth an understanding on the part of the parties involved in the implementation of the SRO Program that schools are meant to be places where students can learn from their mistakes in order to grow into healthy, productive adults. The mission of the SRO Program is the reduction and prevention of school-related violence and crimes committed by juveniles and young adults while developing positive relationships through effective communication and engagement.

SECTION 3: ROLE OF THE SCHOOL RESOURCE OFFICER

3.1 Scope of Work

Under this framework, the SRO is first and foremost a law enforcement officer for the providing law enforcement agency. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through chain of command, of the law enforcement agency. All acts of commission or omission shall conform to the guidelines of the providing law enforcement agency directives. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of the school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO may be used as a resource to assist students, faculty, staff and all persons involved with the school. The SRO can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to exploring a career in law enforcement. The SRO may use these opportunities to build rapport with students and staff. The District shall maintain authority over curriculum and instruction provided to students. The parties agree that classroom instruction is the responsibility of the classroom teacher and therefore the SRO will not attempt to control, influence or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

The SRO will:

- Be visible within the CUSD school community. Attend and participate in school functions.
- Build working relationships with school staff as well as with students and parents.
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment.
- Assist school officials with their efforts to enforce Board of Education policies and procedures, to include following all non-discrimination and privacy policies to protect students.
- Provide law enforcement services to the CUSD schools, school grounds and areas adjacent to the schools.
- Be present and assist school administrators in emergency crisis response planning and provide related training for school personnel.
- Work with administrators, counselors and other support staff to assist students and to provide services to students involved in situations where referrals to other service agencies are necessary. Assist in conflict resolution efforts.

- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO will work with local patrol officers to develop crime prevention strategies to deter criminal or delinquent activities.
- Serve as a resource for classroom presentations that complement the educational curriculum by emphasizing the fundamental principles and skills needed for responsible citizenship, as well as by teaching topics related to law enforcement.

3.2 Work Schedule of Key Personnel

The name of the officers assigned as the SROs assigned to work with CUSD, as well as the SRO's work schedule and a statement describing the hours of service and tasks to be performed by the SRO is set forth in Appendix A, Schedule and Scope of Work, which is attached hereto and incorporated herein by reference.

3.3 Selection of Key Personnel

The parties acknowledge that the SROs shall be selected based upon a recommendation made by County to CUSD to provide the services within the Scope of Work of this Agreement on the basis of the SRO's qualifications as a law enforcement officer and the communications skills, temperament, demeanor and leadership abilities of the SRO. County shall ensure that the SRO Key Personnel identified is available to perform work and assigned to perform the work under this Agreement as long as such person is employed by County.

3.4 Removal and Replacement of Key Personnel

Request for Immediate Removal – The Superintendent or her designee may make written request to County for the immediate removal of an SRO assigned to provide and perform services pursuant to the requirements of this Agreement if it is found that continuation would be detrimental to the children and/or school environment. Upon receipt of such a request the County shall immediately respond to CUSD with the removal of such personnel. The County will replace said SRO as soon as practicable.

Request for Prompt Removal – The Superintendent or designee may make a written request to County for the prompt removal and replacement of an SRO assigned to provide and perform services pursuant to the requirements of this Agreement if it is found that the work or qualifications of the SRO are unsatisfactory as may reasonably be determined by CUSD. The County shall respond to the Superintendent or designee within fourteen (14) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by County. Such request shall solely relate to the SRO or any substitute SRO working under this Agreement.

SECTION 4. ROLE OF THE DISTRICT

It is the role of teachers and other educators within the school district to respond to inappropriate and unlawful student behavior in a way that supports personal growth and learning opportunities for all students. It is the further goal of the school district that school discipline be administrated in such a way as to keep students within the classroom setting. CUSD school officials will ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO.

CUSD will:

- Provide reasonable opportunities to address school administrators, students, teachers, and parents about the SRO program, goals, and objectives;
- Develop and implement procedures to handle campus discipline and safety issues;
- Provide the SRO with updated copies of all board policies and administrative regulations and related Education Codes applicable to employees of the District, including but not limited to laws, policies and regulations regarding access to confidential student records and the detention, investigation and/or searching of students on school premises;
- Notify the SRO with the names of specific individuals who are not allowed on school property;
- Notify the SRO if weapons, tobacco, drugs, alcohol or illegal contraband is discovered on or near school property. If no juvenile or criminal charges are to be filed and the contraband is not to be used as evidence, the SRO will properly dispose of it according to law enforcement policies;
- Provide the SRO with an appropriately furnished office space reasonably acceptable to the County. This shall include but not limited to a desk with drawers that lock, filing cabinet that locks, chair, a telephone and computer with access to a printer;
- Work cooperatively with the County to make any needed adjustments to the SRO program through the year.

SECTION 5: ORGANIZATIONAL STRUCTURE

The Monterey County Sheriff's Department shall hire and assign one (1) full time law enforcement officer to serve as SRO. The District will participate in the selection of the School Resource Officer in an advisory capacity only. The County will accommodate upon request by the District two CUSD representatives on the selection committee. The County will follow established directives and selection processes to determine the final selection

of any SRO vacancy.

The County shall retain the exclusive right to exercise the customary functions of management. The SRO will be certified by the State of California and meet all requirements for a peace officer as set forth by the State and the County. The day-to-day operation and administrative control of the SRO will be the responsibility of the County. Responsibility for the conduct of the SRO, both personally and professionally, shall remain solely with the County. The SRO is employed and retained by the County, and in no event will be considered an employee of the District.

The Monterey County Sheriff's Office and the District shall each name a contact person who will monitor the program. Each school principal will designate a contact person who will communicate with the SRO.

The SRO's direct supervisor shall be a Monterey County employee within the chain of command at the Monterey County's Sheriff's Office. The SRO's supervisor duties include, but are not limited to:

- Coordinate work assignment and scheduling/work hours of the SRO (school day assignment, vacation requests, sick leave, etc.);
- Ensure SRO compliance with Monterey County Sheriff's Office directives;
- Work with the District to make any needed adjustments to the scheduling of work hours due to the District's school calendar year;
- Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the District designated contact person during the evaluation process.

The SRO duties include, but are not limited to:

- Prevent, observe, intervene, investigate, and report unlawful acts, to include use of tobacco and/or tobacco related products in or near school campuses and/or the sale of tobacco products to minors;
- Spend time with students during breaks, lunches and after-school activities;
- Report schedule conflicts to the SRO's supervisor and the District's designated contact person;
- Attend law enforcement agency in-service training as required, to include SRO certification training. Reasonable attempts will be made to schedule such training on "non-school" day to minimize his/her absence from school;
- Attend meetings and/or present informational presentations to parents groups to promote awareness of the SRO program and law enforcement functions, especially in the prevention of tobacco or tobacco related use. In

addition to other school special events as requested by the District's contact person and upon approval by the SRO's supervisor;

- Attend other trainings or events that may go beyond the assigned workday (example: school dances, football games, board meetings, or a School Resource Officer related conference/workshop) requested by the District's contact person and upon approval by the SRO's supervisor. Any additional expenses generated from these pre-approved activities will be billed to the Carmel Unified School District as they occur.

SECTION 6: ENFORCEMENT

Although the SRO has been placed in a formal educational environment, he/she is not relieved of the official duties as a Sheriff's Deputy. The SRO shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with California State law policy. The SRO and the County will have the final decision on whether criminal charges shall be filed.

The County will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

SECTION 7: PROGRAM COSTS AND PAYMENT

CUSD agrees to reimburse the County for one deputy who will be assigned as the SRO at the actual hours worked billed at the hourly rate. CUSD agrees to pay the County a total amount not to exceed \$150,000 which shall be inclusive of all salary, benefits, equipment-related costs, taxes (including payroll taxes), insurance, and all costs and expenses arising out of the performance of this MOU Agreement.

The County shall not receive any compensation for Additional Services performed without the prior written authorization of CUSD. For the purposes of this MOU Agreement, the term "Additional Services" shall refer to any work that is not included within the Scope of Services described in Appendix A.

In January of 2024, the County and CUSD will consider extending the agreement for the SRO position. If it remains the desire of the County and CUSD to continue the SRO position, then a renewal of the MOU Agreement will be completed, and the cost of that position shall be divided between the County and CUSD.

In the event the SRO is temporarily removed from performing work exclusively for CUSD by the County for an unforeseen reason, the county will not invoice for days the SRO is not available to perform SRO duties for the district.

SECTION 8: SCHEDULE OF PAYMENT

The County will invoice the District monthly on or about the 10th of each subsequent month for services performed in the previous month.

The invoice will specify the name of the MOU Agreement, the name of each of the SRO providing services under the Agreement and state the period of time covered by the invoice. Any amount invoiced for pre-approved overtime or other Additional Services shall be separately stated in the invoice provided to the District by the County and the invoice shall specify the name of the SRO or Deputy providing the overtime or Additional Services, the number of hours worked and the dates that the overtime or Additional Services were performed.

Should the District and/or the County seek out grant funding for the SRO Program, each party will be responsible for their own respective grant funds received, if any, including all related administrative duties and responsibilities. This includes receipt and disbursement of funds, financial reporting and grant management duties.

SECTION 9: CONTRACT SUPERVISION

The District shall designate an official authorized and assigned to represent the interests of the District and to ensure that the terms and conditions of this MOU Agreement are carried out. That official will be identified to the Monterey County Sheriff upon execution of the MOU Agreement. The Monterey County Sheriff or his/her designee shall administer this MOU Agreement on behalf of the County.

SECTION 10: TERM AND TERMINATION

This Agreement shall be effective as of July 1, 2023 (“Commencement Date”) and shall terminate on June 30, 2024.

Both parties understand that funding priorities of either party may require the reduction or elimination of the SRO Program, and either party may terminate this MOU Agreement without further obligation by presentation of written notice of said termination at least thirty (30) calendar days prior to effective date of said termination. In the event of termination, regardless of the type of termination, each party shall fulfill its obligations to the other party up to and including the day of termination.

Notwithstanding any other provision to the contrary, failure to provide the stated services constitutes a material breach of this MOU Agreement that must be remedied within 72 hours of written notice delivered to the authorized representative of the breaching party. Failure to remedy such a breach or to commence a cure to the breach to the satisfaction of the non-breaching party, within 72 hours shall constitute a default of this MOU Agreement and shall be cause for immediate termination of the MOU Agreement without thirty (30) calendar day’s written notice preceding the effective date of termination. The County will reimburse the District for any pre-payments made for any time after termination on a pro-rata basis.

SECTION 11: DEFAULT

If either party fails to comply with any term or condition of this MOU Agreement, or fails to perform any of its obligations hereunder, then the party that has failed to perform its obligations shall be in default. Upon the occurrence of a default hereunder either party, in

addition to all remedies available to it by law, may immediately, upon written notice to the other party, terminate this Agreement whereupon any advanced payments or compensation paid by the CUSD for services beyond the date of termination, shall be returned to CUSD on a prorated basis. The parties understand and agree that termination of this Agreement under this section shall not release either party from any obligation accruing prior to the effective date of termination. In the event of termination due to default, in addition to the foregoing, CUSD may also suspend or withhold reimbursements from County until the actions giving rise to default have been cured.

Conditions of Constituting Default

A finding of Default and subsequent termination for cause may include, without limitation, any of the following:

Either party fails to obtain or maintain the insurance, certifications, licenses, and, or clearances herein required.

Either party fails to comply, in a substantial or material sense, with any of its duties under this MOU Agreement, with any terms or conditions set forth in this MOU Agreement.

Either party fails to commence the work to be performed under this MOU Agreement within the time provided or contemplated herein or fails to complete the work to be performed under this MOU Agreement in a timely manner as required by this MOU Agreement.

Time to Cure Default

Either party shall provide written notice to the other as to a finding of default, and the defaulting party shall take all necessary action to cure said default within five (5) calendar days of the default or a longer time as the party providing notice of default may state in said notice, after which time the party providing notice of default may terminate the MOU Agreement. The party providing notice of default at its sole discretion may allow additional days to perform any required cure if the defaulting party provides written justification deemed reasonably sufficient.

SECTION 11: MUTUAL INDEMNIFICATION

District shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU Agreement by District and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this MOU Agreement to provide the broadest possible coverage for the County. The District shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the District is obligated to indemnify, defend and hold harmless the County under this MOU Agreement.

The County shall indemnify, defend, and hold harmless the District, its officers, agents and

employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU Agreement by the County and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the District. It is the intent of the parties to this MOU Agreement to provide the broadest possible coverage for the District. The County shall reimburse the District for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the District under this MOU Agreement.

SECTION 12: INSURANCE

During the entire term of this MOU Agreement, the District and the County shall maintain the following self-insurance and/or policies of insurance:

- (a) Commercial General Liability Insurance or a program of self-insurance with limits of not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and property Damage.
- (b) The Comprehensive General Liability Insurance Endorsement must include coverage for negligence related to sexual abuse, or molestation, providing coverage for allegations of wrongful acts of negligence should an injury occur as a result of sexual abuse. Such coverage shall provide for defense outside of liability limits and provide liability coverage of \$1 million per sexual abuse injury.
- (c) Workers' Compensation Insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employers' liability; and
- (d) Comprehensive General Liability and Automobile Liability. Coverage shall have minimum limits of at least \$1,000,000 per Occurrence and \$2,000,000 General Aggregate limit for bodily injury and property damage. The Automobile Insurance coverage must include owned, hired, borrowed or non-owned autos, shall contain a combined single limit of \$1,000,000 for Bodily Injury and Property Damage.
- (e) The parties shall furnish certificates of insurance to the CUSD Superintendent or her designee and the Monterey County Sheriff or his or her designee respectively for review and approval prior to the execution of this MOU Agreement. The Certificates shall clearly indicate that each party has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract. Each party shall provide written notice to the other, of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change.

SECTION 13: PRIVACY OF STUDENT RECORDS

If the SRO needs access to student records to perform his or her duties under this Agreement and obtains access to student education records in connection with the work performed under this Agreement, the County acknowledges and agrees that CUSD shall maintain direct control over the SRO's maintenance and use of education records in providing SRO services to the CUSD. The County acknowledges and understands that education records and personally identifiable information contained in educational records do not lose their status as educational records and remain subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99, including the disclosure provisions of § 99.30, while in the possession of the SRO. (34 CFR § 99.31 (a)(1)(i)(A)(B); 34 CFR § 99.8(a)(c)(2).) The SRO and County agree to hold all student education records that the SRO may receive pursuant to this MOU Agreement in strict confidence and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. §§99.31(a)(1)(i)(B)(3), 99.33(a)(2) and 99.33 (a), (b).)

Limitation on Use. The County agrees that the SRO shall use each student education record that he or she may receive pursuant to this MOU Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.33 (a) (2).)

Recordkeeping Requirements. County agrees that the SRO shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, County hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records, or personally identifiable information contained in student education records, that the SRO may receive pursuant to this Agreement to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

Return or Destruction of Student Education Records. Upon termination, cancellation, expiration, or other conclusion of this Agreement, County agrees that the SRO shall return all copies of student records that it has received from CUSD pursuant to this Agreement within two (2) weeks or, if return of records is not feasible or desirable as determined by CUSD, County agrees that the SRO shall instead promptly destroy any and all copies of CUSD education records in the SRO's possession upon written request from CUSD and shall further confirm such destruction in writing to CUSD within two (2) weeks of the destruction of the data.

SECTION 14: NONDISCRIMINATION CLAUSE

During the performance of this MOU Agreement, neither the County nor the District shall

unlawfully discriminate against any employee or applicant for employment because of “race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, or sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.” This prohibition against unlawful discrimination extends to any person who is perceived to have any of the above characteristics or who is associated with someone who has, or who is perceived to have, any of the above characteristics or who is associated with someone who has, or who is perceived to have, any of those characteristics. Both parties and their subcontractors, if any, shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Both parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part of as if as forth in full. County and CUSD shall also abide by the Federal Civil Rights Act of 1964 (42 U.S.C. Section 1981 et seq.) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

SECTION 15: NOTICE

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

Carmel Unified School District
Attn: Chief Business Official
4380 Carmel Valley Road
Carmel, CA 93923
(831) 624-1546 ext 2051

Monterey County Sheriff's Office
Attn: Chief Hoyne
1414 Natividad Road
Salinas, CA 93906
(831) 755-3801

SECTION 16: MISCELLANEOUS

AMENDMENT

This MOU Agreement may only be modified or amended by the written agreement of the parties.

ASSIGNMENT

This MOU Agreement may not be assigned or transferred by either party without the express written consent of the other party.

ATTORNEY'S FEES:

In the event a legal action is commented to enforce any of the provisions of this MOU Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

NO THIRD-PARTY BENEFICIARY

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

WITNESS WHEREOF, the parties hereto, by and through their respective duly authorized representatives, have executed this MOU Agreement on the date(s) so indicated.

Tina Nieto
Sheriff-Coroner
Monterey County Sheriff's Office

Date:

Sharon Ofek
Acting Superintendent
Carmel Unified School District

Date:

APPENDIX A – SCHEDULE AND SCOPE OF WORK
FOR SCHOOL RESOURCE OFFICER #1

The School Resource Officer (SRO) shall be on duty a minimum of 40 (forty) hours per week from the hours of 7:30 am to 3:30 pm with a regular work week of Monday through Friday. The SRO shall be on duty up to a total of 180 (one hundred and eighty) student instruction days, in accordance with the CUSD Academic Calendar and other days of services will be arranged as needed. The County will accommodate a schedule change to accommodate flexible scheduling as the need arises. The District will provide a 2-week advance notice to the County for a requested schedule change.

The SRO's work schedule will include, but not be limited to, working in the CUSD community during CUSD vacation days and summer school to follow-up on and respond to matters within the Scope of Work of the SRO as set forth in Section 3 of this MOU Agreement. Notwithstanding the foregoing, the parties understand and agree that the SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control and, through chain of command, of the County law enforcement agency.

The SRO's primary office location is, Carmel High School, located at 3600 Ocean Avenue, Carmel, CA 93923. However, the SRO will visit other campuses within the CUSD as requested.

Additional costs related to overtime, training and any Additional duty hours must be pre-approved in writing by the Superintendent or designee.