

**AGREEMENT FOR SCHOOL RESOURCE OFFICERS
BETWEEN
CITY OF SANTA ROSA
AND
SANTA ROSA CITY SCHOOLS DISTRICT**

This Agreement is made and entered into by and between the City of Santa Rosa ("City") and Santa Rosa City Schools District ("District"). The City and the District may be collectively referred to herein as the "Parties."

RECITALS

Whereas, the Parties recognize that keeping students in school and out of the criminal justice system is a shared priority; and

Whereas, the purpose of a School Resource Officer (SRO) program is to preserve our educational environments as safe zones conducive to learning and growth; and

Whereas, the Parties wish to implement a pilot School Resource Officer (SRO) program aimed at fostering trust and cultivating a healthy, positive partnership between students and the Police Department within the school community;

Whereas, the Parties agree that they will work together to prioritize restorative justice practices and community-based interventions over punitive and criminal consequences;

Whereas, the Parties agree to pilot the placement of five (5) SROs and one (1) SRO Sergeant into service with the Santa Rosa City Schools (SRCS) District.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE CITY AND THE DISTRICT AGREE AS FOLLOWS:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to set forth guidelines between the Santa Rosa Police Department and Santa Rosa City Schools in the pilot of the School Resource Officer (SRO) Program. The goal is to ensure a common understanding between the police department and school district regarding their respective roles and responsibilities in addressing and preventing racialized disproportionality in discipline and criminal consequences, ensuring the partnership fosters equity, maintains safe schools, promotes a positive school climate, and supports educational opportunities for all students.

This Agreement does not establish an employer-employee relationship between the District and the City of Santa Rosa or its personnel, it being understood that the City and District shall act hereunder as independent contractors. Neither party is the agent nor the

employee of the other in any capacity whatsoever, and neither party shall be liable for any acts or omissions by the other nor for any obligations or liabilities incurred by the other Party.

In particular this Agreement is intended to establish a procedural and programmatic working relationship between the City and the District for the development and implementation of the SRO Program.

Additionally, the school district and police department share the goal of reducing criminal consequences for school behavioral issues for all students when possible, and further emphasize school environments which promote intellectual development and personal growth for all students.

2. TERM

The term of this Agreement shall begin July 1, 2025, and shall continue through July 1, 2028 with an annual evaluation as outlined in Section 10 of this MOU.

Either party may terminate this AGREEMENT at their own convenience upon 30-day written notice to the other party.

SRPD ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

3. SELECTION AND ASSIGNMENT OF SRO(s)

The Police Department agrees to provide one uniformed police officer (SRO) at each of the five (5) main high schools in the Santa Rosa City Schools District. While the SROs will be primarily based at each of the (5) high schools, they shall be available when feasible to assist the continuation of high school and middle schools, as well as other attendance area schools as part of their duties.

The SRO(s) shall remain employees of the Police Department and shall not be employees of Santa Rosa City Schools. This Agreement acknowledges that the SRO(s) will remain responsive to the command of the Police Department. However, while acting in the capacity of an SRO, the SRO(s) shall take direction from the Superintendent or designee with the exception that, while in the performance of law enforcement duties, the SRO will follow protocols established by the Police Department and its Chief. The Parties agree to jointly draft and implement protocols to ensure clear and collaborative decision-making for SRO assignments and daily activities, and conflict resolution mechanisms in the event of a disagreement between school administrators and SROs or between the Police Department and the District.

The SRO's schedule shall be determined by and between the Chief and the Superintendent or designee, with the intent that the work schedule of the SRO is aligned with the school calendar.

SROs shall be selected by SRPD, with input from the District, utilizing a process that includes an oral interview and consideration of prior duty performance. A District representative will be part of the selection panel, as an advisory member, and provide feedback on the oral board questions. In the event of a disagreement between the SRPD and the District about the choice of an SRO, the District shall have the ultimate decision about who serves in this position on their school sites.

4. ROLE AND RESPONSIBILITIES OF SROs

- A. The SROs, under the supervision of the Santa Rosa Police Department (SRPD), shall present a positive image of the law enforcement profession and perform law enforcement duties on school campuses during the school year.
- B. Foster relationships and respect for the civil and legal rights of students.
- C. Provide students with a better understanding of the nature and function of law enforcement by providing classroom presentations, as requested.
- D. When appropriate, be a resource for students, parents/guardians and staff. Resources should use a trauma-informed and culturally responsive approach and can include hosting educational and social programs to support student, family and community needs in collaboration with multidisciplinary professionals and CBOs.
- E. Provide technical assistance to school administrators on emergency preparedness and planning.
- F. Investigate and question minor students in the presence of their parent or guardian regarding offenses related to incidents occurring at the school and/or outside of school, as outlined under Education Code, or State law.
- G. Detain or take into physical custody those individuals for whom there is reasonable suspicion or probable cause that a criminal offense has been committed, or when other safety factors exist or are present, in accordance with State law and Education Code. When taking students into custody, SROs shall take all possible measures to do so outside of the presence of their peers and teachers.
- H. SROs are responsible for dealing with criminal law issues and shall leave to the certificated administrators of each school the responsibility for student discipline and decisions regarding the imposition of discipline for students enrolled at their campus.
- I. Attend administrative meetings, as requested by District administration.
- J. Provide security for sporting events, school functions and graduation events, at request.
- K. Investigate crimes that occur on school campuses and deter criminal activity.
- L. Work collaboratively with school administrators to implement intervention options for minor criminal offenses, where appropriate for the child, including diversion programs, mental health resources and pro-social services, and perform duties consistent with Procedural Justice concepts.

- M. At a minimum, participate in the quarterly reporting requirements and annual presentation of progress toward program goals and objectives. The purpose of these reports and presentations is to review policies, provide training, assess incident and interactions data, update or report on measurable goals as determined, and debrief significant incidents.
- N. SROs shall make every effort to coordinate with school administration when serving warrants on District property to minimize disruption to the educational environment. Recognizing the jurisdictional authority and legal obligations of SROs as sworn law enforcement officers, they must fulfill their duties, including serving warrants. Except in emergency situations or where immediate action is necessary to ensure safety, SROs should avoid serving warrants during school hours and, when possible, should serve warrants in a manner that respects the school's operations and the privacy of students and staff.
- O. Make appropriate adjustments to the program based on report findings.

5. SROs – ADMINISTRATIVE DISCIPLINE - GRADUATED RESPONSE

MODEL

SRCS and the SROs will utilize the following graduated response model, which provides the progression of consequences for continued minor student misconduct. As such, students in need receive appropriate redirection and support from in-school and community resources prior to the consideration of SRO involvement or court referral.

Classroom Intervention - The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line in implementing the school discipline code. As such, this model begins with a range of tiered classroom management techniques that should be implemented prior to any other sanctions or interventions. Classroom intervention is managed by the teacher for behaviors that are passive and non-threatening such as dress code violations and violations of classroom rules. SROs should not be involved at this level. Classroom intervention options might include redirection, re-teaching, school climate initiatives, referrals to school resources, referrals to outside resources, moving seats, and restorative practices. The teacher should initiate parental/guardian contact.

School Administration Intervention - Classroom interventions are supported by school administrators and other school staff who address more serious or repetitive behaviors and behaviors both in school and outside of the classroom. Tiered administration intervention options, guided by Education Code, will follow district Proactive and Responsive Behavioral Support Guidelines which may include referrals to school and community resources, restorative responses, and parent/guardian support.

Assessment and Service Provision - When the behavior and needs of the student warrant an assessment process and intervention, the use of school services may be appropriate. This intervention is managed by the school administrator or a student assistance team. Repetitive truancy or defiance of school rules, and behaviors that interfere with others such as

vandalism or harassment may be examples that belong at this level as well as students in need who would benefit from service provision. Tiered assessment and service intervention options should include any classroom or school administration interventions and might include referral to school and community resources, restorative services, diversion programs, harm reduction, and in severe circumstances suspension, expulsion or referral to court. Truant behavior should not lead to an out-of-school option.

Law Enforcement Involvement in Prevention and Intervention - When

deemed appropriate within California Education Code and the California Penal Code, the administration may include an SRO for early student intervention. This intervention is discussed between the administration and the SRO, and options may include, but not be limited to, conference with the student, parents/guardians, teachers and/or others; referral to a restorative program and/or community agencies. This intervention shall be conducted in a culturally sensitive manner, ensuring effective communication and respecting each family's immigration status, primary language, and cultural background, along with other culturally responsive considerations.

6. ROLE OF SRO SUPERVISING SERGEANT

A. Meet and confer on a regular basis with a representative designated by SRCS to discuss the implementation and ongoing management of the SRO program.

B. The SRO Supervising Sergeant or Chief of Police will conduct annual performance personnel evaluations of SROs, documenting and outlying their performance. The Superintendent and school administrators shall be invited to submit comments to be included in the annual performance personnel evaluation, tied to the goals of the program. Students and other school community members are encouraged to provide feedback regarding the performance of school resource officers. All feedback will be reviewed and verified by the administration before being considered in the annual performance evaluation, ensuring that the officers' due process rights are upheld and that evaluations are fair and accurate.

C. The Parties agree that they will jointly draft and release a complaint process notice to the school community. In conjunction with an SRCS representative, review complaints submitted to school sites and/or the District that are brought forward by staff, students,

parents/guardians, or the public regarding an SRO's performance within the context of an educational school setting, further outlined below:

Upon receipt of any complaint that could adversely affect the ability of an SRO to properly conduct his or her duties as an SRO, the Chief of Police or designee will review the complaint to determine if any immediate personnel action must be taken. Based on the nature of the complaint, and in order to ensure the safety and wellbeing of the school, the Chief of Police may remove the SRO from his/her

assigned school. The Chief of Police or designee will notify the Superintendent of such action. SRPD will investigate the complaint in accordance with the department's policies and procedures to ensure a thorough investigation of the complaint. SRPD will meet quarterly with a representative from the District to review aggregate data on SRO complaints and dispositions. Information provided to the Superintendent regarding the complaint will be in accordance with sections 832.5 and 832.7 of the California Penal Code, and with the Public Safety Officers Procedural Bill of Rights Act.

7. SCHOOL RESOURCE OFFICER TRAINING

The SRO shall receive such training as is necessary to permit the SRO to effectively advance the school's educational mission in the context of his or her duties as SRO. Training topics, goals, and objectives shall be determined jointly by representatives of SRCS and SRPD. Training shall be provided in the following areas:

- A. SROs will receive specific school related training from a California Police Officer Standards and Training (P.O.S.T.) approved (or equivalent) training course as soon as practicable upon appointment.
- B. Crisis Intervention Training (C.I.T.) or its equivalent (response to persons suffering from mental health crisis).
- C. SROs will seek to establish and maintain information regarding national and regional best practices from SRO training conferences.
- D. SROs shall receive SRPD-provided training on topics to include how to work with youth, implicit bias, de-escalation, harm reduction, impacts of restraint and seclusion on disabled students, juvenile investigations, diversity, inclusion and equity, including harm reduction to LGBTQIA+ students.
- E. Additionally, SROs shall receive District-provided trainings, in cooperation with District administrators. This may include plans for professional development and training specific to SRCS. Such training may include restorative justice and trauma-informed practices, child and adolescent development, special education laws, and school mental health, immigration implications related to criminal consequences and impacts on student and family safety and stability. Additional job-related training will be provided as needed.

8. UNIFORM AND EQUIPMENT.

All uniforms and equipment necessary to serve as an active SRO within the school district shall be provided by the Police Department. The SROs will wear Class B uniforms when on-duty during school hours. Each SRO will carry a Police Department-approved duty firearm and other Police Department-issued equipment. The SRO(s) are responsible for carrying such equipment or otherwise storing and securing such equipment, including firearms and ammunition, in accordance with Police Department protocols. In no event shall such firearms or ammunition be stored in a

school building. Such duty firearm and other equipment shall only be used when law enforcement intervention is necessary and then shall only be used in accordance with the policies and standards of the Police Department and applicable law.

SROs, with approval from their Sergeant, may take efforts to “soften” their uniform appearance on campus under certain circumstances (i.e., School rallies, informal teaching days, and other miscellaneous school activities), but with clearly identifiable police badge and department issued clothing. It is important that SROs maintain their regular uniform attire during the performance of their duties as their identification during times of emergency are critical to overall school safety.

Body-worn recording equipment shall not be turned on by the SRO while acting in the capacity of an SRO with respect to educational responsibilities or typical interactions with students, staff, or other members of the public in the school setting. The SRO will use body-worn recording equipment only when acting in a law enforcement capacity and as required by Police Department policy and in accordance with applicable law and guidelines. The Police Department and the Superintendent shall jointly set expectations and follow the dispute resolution process to be jointly drafted and implemented pursuant to Section 6. C., above, to resolve any disputes in this area.

9. ARREST OF STUDENTS ON CAMPUS

- A. School Principal or administrator shall be consulted by an SRO prior to a student being taken into custody on campus where practicable or absent any immediate safety concerns.
- B. Outside emergency circumstances, school administrators and SRO(s) should work collaboratively to facilitate when and where an arrest of a student is to be made on campus.
- C. SROs should prioritize the safety and well-being of all students and staff on campus during their actions in such incidents, being mindful of bias and the impacts on marginalized students. Whenever possible, they shall work to ensure that other students and District staff who are not directly involved in the situation do not witness the arrest.
- D. If a student is removed from school into the custody of law enforcement, the principal or designee shall immediately notify the parent/guardian or responsible relative regarding the student's release and the place to which he/she is reportedly being taken, except when the minor has been taken into custody as a victim of suspected child abuse. (Education Code 48906).
- E. SRO's shall consider the impact of restraint practices when determining the need to handcuff or restrain a student. Considerations may include whether there is clear and present danger for the student and/or others.

10. PROGRAM ASSESSMENT

The School Resource Officer Program and partnership with Santa Rosa City Schools will be assessed annually, informed by quarterly reports, at the conclusion of the school

year. The evaluation will be conducted jointly between SRPD and SRCS and may include a third-party evaluator and other stakeholders, including students, parents, and community members. The following areas will be used to help evaluate the program:

- A. Success of established goals and objects. (refer to section 4.M)
- B. Police-community contacts (interactions, incidents, citations, arrests, community and school outreach activities, etc.).
- C. Student, Staff, and Parent/Guardian feedback in multiple forms, including a community forum, utilizing a design-to-the-margins framework for outreach.
- D. Any new modifications discussed between SRPD and SRCS to the existing Memorandum of Understanding.
- E. Annual evaluation will be shared in a public facing dashboard, and available in languages required by law (e.g., English, Spanish), as well as in print at public meetings.
- F. Listening sessions with students, including students who have experienced police contact.

11. LAW ENFORCEMENT RECORDS AND INFORMATION SHARING

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 the District Superintendent or his/her designee. In addition to providing such information directly to the District Superintendent, the SRO may provide such information to the principal of the school in which a minor student is enrolled and the principal shall be a designee of the Superintendent for the receipt of such information.

SRCS ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

12. SANTA ROSA SCHOOL DISTRICT SHALL:

- A. Meet and confer on a regular basis with an SRPD designated representative to discuss the implementation and ongoing management of the SRO Program; and
- B. Provide office space and furnishings, including an assigned telephone extension, for each SRO.
- C. Maintain an anonymous complaint process at each site where an SRO is present.
- D. Upon receipt of any complaint regarding an SRO, the District will notify the Chief of Police, or their designee to share the details of the complaint as outlined in this MOU above.
- E. The District shall have the right to request, after consultation and collaboration with SRPD, that an SRO be removed from their specific assignment.

13. SRCS STUDENT RECORDS AND INFORMATION SHARING.

- A. The SRO shall be allowed access to student records, when appropriate, as described herein. Notwithstanding SRO access to student records as described herein, the District shall at all times be in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law (including AB 1266). This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.
- B. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the District may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence, in accordance with Education Code section 49076 and other applicable provisions of law.
- C. If confidential student record information is needed by the SRO, but no emergency situation exists, unless paragraph 11(D) applies, the information may be released only upon the issuance of a subpoena, a court order, or authorization of the parent/guardian.
- D. 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 SRO, along with information related to underlying offense.
- E. The District shall conduct an annual audit of information-sharing practices to ensure compliance with privacy laws and regulations, included in its annual program evaluation.

14. COSTS

The Parties agree to discuss and negotiate cost sharing associated with the operation of the SRO program.

The Parties jointly estimate that the SRPD's costs are one million, eight hundred thousand dollars (\$1.8M) annually and equipment start-up costs of four hundred thousand dollars (\$400K); and the District costs are [include staff costs to run this program].

15. INDEMNIFICATION

- A. The District shall indemnify, defend, and hold harmless the City, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the District, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the District.
- B. The City shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the City, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the City.
- C. If an indemnifying Party defends or prosecutes any third-party claim, the indemnified Party will reasonably cooperate in the defense or prosecution thereof and will furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection with such the third-party claim. Such cooperation will include access during normal business hours afforded to the indemnifying Party to, and reasonable retention by the indemnified Party of, records and information that are reasonably relevant to such third party claim, and making the indemnified Party and its employees and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.
- D. It is the intention of the District and City that, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, directors, agents, employees, volunteers, subcontractors, and governing board.

16. INSURANCE

- A. Both Parties shall maintain in force, at all times during the performance of this Agreement, a policy of insurance covering all of its operations (including public liability and property damage), with not less than \$1,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under this Agreement with a combined single limit of not less than \$1,000,000.00.
- B. Notice in writing shall be given at least 30 days in advance of cancellation, reduction in coverage limit, or intended non-renewal of any policy. Insurance shall be provided by a company authorized by the law to transact insurance business in the State of California.
- C. Policies shall also be enforced to provide such insurance as primary insurance and that no insurance of an additional insured shall be called on to contribute to a loss covered by insurance. Any insurance required of either party to this Agreement may be provided by a

plan of self-insurance and/or a public entity risk-sharing agreement at the option of the party.

17. WORKERS' COMPENSATION

The City certifies that they are aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and further certify that the City will comply with such provisions before commencing performance under this Agreement.

18. NOTICE

Each of the Parties to this Agreement shall immediately notify the other of any litigation or claim asserted by or against either party regarding this Agreement. With the exception of claims or actions against one another, each Party will reasonably cooperate in the defense of claims or actions against either Party arising under this Agreement or legal challenges brought as to the validity of the Agreement.

All notices relating to this Agreement to the District shall be made to:

Santa Rosa City Schools District:

Santa Rosa City Schools
District Superintendent
110 Stony Point Road, Ste. 210
Santa Rosa, CA 95401
Telephone (707) 890-3800

And SRPD shall be made to:

Santa Rosa Police Department
Chief of Police
965 Sonoma Ave.,
Santa Rosa, CA 95401
Telephone (707) 543-3600

All notices shall be in writing. Notices delivered by person are effective immediately and shall be delivered during business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Notices delivered by mail are effective upon posting, but any time to respond under this Agreement or established by statute or ordinance shall be extended by five (5) calendar days.

19. NONDISCRIMINATION

Neither the District nor the City shall discriminate because of race, color, ancestry, national origin, religion, creed, disability, marital status, age, military and veteran status, gender or sex against any person by refusing any person a privilege offered to or engaged by the general public.

20. INTEGRATION

This Agreement represents the entire and integrated agreement between the Parties. It is expressly agreed that all the terms and conditions of this Agreement are included herein and no verbal agreements of any kind shall be binding upon the Parties. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by an authorized representative from both parties.

21. HEADINGS

The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling or restricting of the Agreement.

22. GOVERNING LAW, JURISDICTION, AND VENUE

The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any item related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Sonoma.

23. ASSIGNMENT AND DELEGATION

This Agreement may not be assigned or otherwise transferred by either party hereto without the prior written consent of the other Party.

24. MODIFICATIONS

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

25. WAIVERS

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or of a subsequent breach of the same or any other provision of this Agreement.

26. CONFLICTS

If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

27. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

28. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the District and the City. This Agreement shall ensure to the benefit of and be binding upon the parties hereto ruled their respective successors and assigns.

29. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall be deemed to be an original. The Parties agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law.

IN WITNESS THEREOF, the parties have executed this AGREEMENT on the dates as set forth hereinafter.

SANTA ROSA CITY SCHOOLS DISTRICT CITY OF SANTA ROSA

Superintendent Date

City Manager Date