

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
REDONDO BEACH UNIFIED SCHOOL DISTRICT
AND THE
CITY OF REDONDO BEACH
REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM**

This Memorandum of Understanding ("MOU") entered into this 3rd of September, 2019 between the Redondo Beach Unified School District, hereinafter referred to as "DISTRICT" and the City of Redondo Beach hereinafter referred to as "CITY" agree to the following:

1. Term of MOU: This MOU shall be effective as of September 3, 2019 and shall terminate on June 30, 2021, unless terminated pursuant to the provisions of Section 17.
2. Goals and Objectives: It is understood and agreed that DISTRICT and CITY share the following goals and objectives with regard to the School Resource Officer Program ("PROGRAM") in the schools:
 - a. to foster educational programs and activities that will increase engagement between school staff, students and law enforcement agencies using the SRO for instruction and presentations;
 - b. to provide positive and proactive police officer support primarily at Redondo Union High School site;
 - c. to make police officers available to serve as mentors and role models for all students;
 - d. to act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at schools, such as: disorderly conduct, trespassers, the possession and use of weapons on campus, the illegal sale, use, and distribution of controlled substances and alcohol, and conduct appropriate threat assessments;
 - e. to provide input regarding Comprehensive School Safety Plans;
 - f. to respond to and report serious crimes that occur on DISTRICT campuses and to cooperate with other law enforcement officials in the investigation of crimes that occur at schools or school events;
 - g. to cooperate with law enforcement officials in the investigations of criminal offenses which occur off campuses;
 - h. to work cooperatively to promote the CITY's Vision Statement and reduce the criminal behavior by students and;
 - i. To assist with specific ongoing truancy issues by working with DISTRICT School staff.



3. Scope of Service: During the term of the MOU, CITY agrees to employ one (1) peace officer and assign them as a School Resource Officer ("SRO"). CITY plans to assign the one (1) SRO to Redondo Union High School. This SRO is dedicated to RUHS and will be compensated as described in Section 7. The Redondo Beach Police Department already provides a SRO who is responsible for law enforcement duties at the remaining schools within the DISTRICT.
4. Additional School Resource Officer: At discretion of the CITY, one (1) additional SRO will be assigned to Adams Middle School and Perras Middle School, with the ability to visit the eight elementary schools on an as-needed basis.
5. Employment: SROs are solely employed by the CITY and shall be subject to the administration, supervision, and control of the CITY. The SROs are subject to all personnel policies and practices of the CITY.
6. Employment Costs: CITY agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of CITY and Memorandum of Understanding negotiated with recognized employee organizations, including but not necessarily limited to: sick leave, vacation leave, compensatory time off, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. Employment of the SRO will be contingent on a yearly funding source by DISTRICT.
7. Compensation: DISTRICT agrees to pay \$100,000 annually to CITY for one (1) additional SRO, listed in section 3. DISTRICT shall make quarterly payments.
8. Employment Practices: CITY, by execution of this MOU, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices. CITY shall hold DISTRICT free, harmless and indemnified from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practices brought by the supervisors and SROs.
9. Supervision and Control: The DISTRICT will provide CITY with its' input regarding the CITY's decision regarding assignment of the position of the SRO. The CITY, in its sole discretion, shall have the power and authority to discharge and discipline the SRO.
 - a. Should CITY personnel downsizing occur, and the SRO is not identified to be separated from service as a result, the CITY shall endeavor to exclude the SRO from any CITY transfer process stemming from the



organizational change to the extent possible as allowed pursuant to applicable laws and regulations.

- b. The SRO, as will receive direct supervision and administration from CITY and will work with DISTRICT for day to day activities.
- c. As employees of CITY, the SRO shall follow the chain of command, reporting first to the assigned SRO supervisor.
- d. In the performance of their duties, SRO shall coordinate and communicate with their unit supervision.

10. Hours of Work:

- a. The SRO will be scheduled each week to work 4 consecutive days in a row, 10 hours each day. The scheduled days will either be Monday through Thursday or Tuesday through Friday. Selection of the work schedule will be made based on the needs of the DISTRICT but will not be changed after selection to allow the SRO to plan their time off.
- b. The start and end times of the workday shall be designated by the SRO supervisor(s) in consultation with the DISTRICT.
- c. Co- and extra-curricular events necessitating SRO presence will be calendared, to the best of the DISTRICT's ability, prior to the start of the school year.
- d. For school vacations, holidays, and other times when schools are not in session and /or his/her presence is not required on or about DISTRICT campuses, the SRO may be reassigned to another division in the police department.

11. Absences:

- a. In the event an SRO will be absent from work when school is in session, the SRO shall notify the SRO supervisor and the designated representative of DISTRICT.
- b. The DISTRICT recognizes that there will be times when the SRO is necessarily absent from campuses, including but not limited to excessive staffing shortages, emergencies, court appearances, union release time, and scheduled training.
- c. For absence and reassignments of SROs, the CITY will have a "substitute" police officer on site(s) in place of the regularly assigned SRO.
- d. If the absence(s) of an SRO becomes a concern for the DISTRICT, the CITY and the DISTRICT agree to meet to resolve the absence issue that is mutually beneficial to both parties.

12. Additional Assignments:

- a. For extra-curricular activities closely related to the duties of the SRO such as counseling sessions, truancy board meetings, sweeps, etc., the SRO may, with the approval of the SRO supervisor, flex his/her hours beyond



the normal working hours if agreed upon by the SRO, CITY and DISTRICT. However, the DISTRICT cannot assign overtime hours to the SRO (per the language of the CITY's collective bargaining agreement) but may request and pay for additional police services, with CITY approval, by submitting payment via the customary billing procedure.

13. Dress Code: It is the goal of the program that SROs be readily identifiable as RBPD officers. During regular duty on campuses, they shall wear a uniform and appropriate safety equipment. For activities and occasions for which a uniform would not be appropriate, the SROs may wear a modified uniform or other apparel as approved by the CITY.

14. Equipment, Supplies, and Work Space:

- a. Motor Vehicles: The CITY will provide the SRO a motor vehicle.
- b. Weapons, Ammunition, and Safety Equipment: CITY agrees to provide the standard issue pistol, ammunition, body armor, and safety equipment for the SRO.
- c. Workspace: DISTRICT agrees to provide office space for the SROs to perform administrative duties. The area should be accessible to the students and equipped with suitable seating, work surface, and storage if needed. The DISTRICT agrees to coordinate with City staff to facilitate the installation of City computer equipment, the DISTRICT will make all efforts to provide secure network access to connect to Law Enforcement Database(s), so that the SRO may perform essential reporting and investigatory job duties while on the campus.

15. Student Records:

- a. DISTRICT shall allow the assigned supervisors and SROs to inspect and copy any public records maintained by the schools including yearbooks and student directory information as defined in Education Code 49061.
- b. If information in a student's cumulative or other confidential record in an emergency to protect the health and safety of the student or other individuals, DISTRICT shall disclose to an SRO that information which 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 extent to which time is of the essence.
- c. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a court order, or my written authorization of the parent/guardian.
- d. CITY and SRO will comply with policies of DISTRICT relative to release of student information.



16. Indemnification: DISTRICT shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives from and against any and claims, losses, liabilities, or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or by any negligent or willful act or omission of DISTRICT, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the DISTRICT, regardless of whether caused by a party indemnified hereunder.

CITY shall indemnify, defend, and hold harmless DISTRICT, its officers, agents, employees, and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including performance of this MOU, caused in whole or in part by any negligent or willful act or omission of CITY, its officers, agents, employees, or anyone directly or indirectly acting on behalf of CITY, regardless of whether caused in part by a party indemnified hereunder.

It is the intention of 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.

17. Termination: Either party may terminate this MOU at any time upon providing thirty (30) days prior written notice to the other party. DISTRICT shall be responsible for services incurred up until the date of termination.

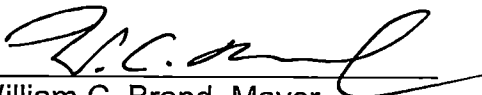
18. Amendments: No modification, amendment, or addendum to this MOU shall be valid unless it is set forth in writing and is signed by the parties thereto, approved by parties' counsel and approved by CITY's City Council and DISTRICT's Board.

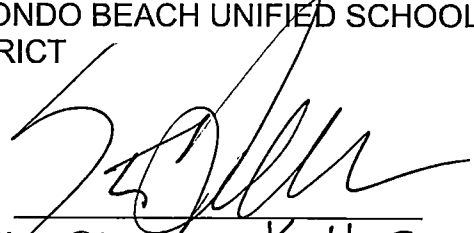


IN WITNESS WHEREOF, the parties have executed this MOU in Redondo Beach, California, as of this 3rd day of September, 2019.

CITY OF REDONDO BEACH

REDONDO BEACH UNIFIED SCHOOL DISTRICT


William C. Brand, Mayor

By: 
Name: Steven Keller
Title: Superintendent of Schools

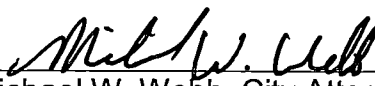
ATTEST:


Eleanor Manzano, City Clerk

APPROVED:


Jill Buchholz, Risk Manager

APPROVED AS TO FORM:


Michael W. Webb, City Attorney

