



**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
MORGAN HILL UNIFIED SCHOOL DISTRICT  
AND  
THE CITY OF MORGAN HILL**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this 20th day of May, 2020 by and between the City of Morgan Hill (CITY) and the Morgan Hill Unified School District (DISTRICT).

**RECITALS**

**WHEREAS**, CITY and DISTRICT desire to enter into an agreement for the purpose of defining the terms and conditions governing the use of police officers of the Morgan Hill Police Department (MHPD) on DISTRICT campuses;

NOW, THEREFORE, the parties hereby agree as follows:

**1. BACKGROUND**

- a. To provide School Resource Officer (SRO) services to Morgan Hill Unified School District for Fiscal Year 2020-2021.
- b. It is the goal of both organizations to create a successful working relationship with the hope of reducing criminal activity on the school campuses. Furthermore, we aim to provide mutual benefit to the DISTRICT and the community by maintaining school campuses as a safe place for students to learn and grow. Both parties agree that the safety and wellbeing of children are the highest priorities.

**2. PURPOSE**

The purpose of this MOU is to establish principles and guidelines governing the relationship between the DISTRICT and the CITY regarding the provision of MHPD law enforcement on DISTRICT campuses.

The parties agree that there are four primary purposes for having police services on school campuses. They are to:

- 1. Maintain a safe and secure campus from intruders;
- 2. Preserve life and property in a manner which promotes community;
- 3. Develop positive relationships with students, staff, and the community;
- 4. Support DISTRICT staff in securing and transporting of prohibited confiscated items that are illegal to have on campus under California State law.

**3. ROLES AND DUTIES**

**CITY'S Law Enforcement Roles and Responsibilities:**

- a. The SRO shall be an employee of MHPD and shall be subject to the administration, supervision, and control of the MHPD.
- b. The SRO shall be subject to all personnel policies and practices of MHPD except as such policies or practices may be modified by the terms of this agreement.
- c. The MHPD, in its sole discretion, shall have the power and authority to assign, discharge, and discipline the SRO.
- d. To be an extension of the principal's office for assignments consistent with this MOU.
- e. To be a visible, active law enforcement figure on campus addressing law enforcement matters originating on or related to the campus.
- f. To act as the designee of the campus administrator in maintaining the physical plant of the campus to provide a safe learning environment as to law enforcement matters and school policy violations. This includes buildings, grounds, parking lots, lockers, and other public-school property. As to school policy violations, the SRO will refer the student to the principal's office.
- g. To provide a classroom resource for education using approved materials.
- h. To be a resource for students, which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- i. To be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions.
- j. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- k. The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to school policy violations, the SRO will refer the student to the principal's office.
- l. IN ALL OTHER CASES, disciplining students is a DISTRICT responsibility, and the SRO will refer students who violate the code of conduct to the principal.
- m. The SRO will perform selected enforcement. This may include enforcing violations of the Education Code, Penal Code, Vehicle Code, Etc. Enforcement methods may include counseling and problem solving with the violators, parents and School Administration on a case-by-case basis. Whenever possible, services such as counseling shall be offered in lieu of issuing a criminal citation to a minor.
- n. The SRO may be used for the disposal of contraband associated with infractions such as having cigarettes or marijuana on campus.

- o. The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- p. The SRO will be familiar with helpful community agencies, such as mental health services, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youth and their families. Referrals will be made when necessary.
- q. The SRO will maintain a liaison with other organizations, such as Juvenile Probation, the School Attendance Review Board, diversion programs, and various local counseling services.
- r. The SRO and the principal(s) will develop plans and strategies to prevent and/or minimize dangerous situations, which might result in student unrest.
- s. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- t. The SRO will be available an average of 40 hours per week, normally between the hours of 7:30am through 4:30pm on the days school is in session or on other days and times as may be required by prior arrangement between the DISTRICT and MHPD.
- u. The MHPD will provide SRO services to Live Oak High School, Ann Sobrato High School, and additional sites as needed by scheduling one SRO on a 9/80 schedule, which will include every other Monday or Friday off.
- v. The schedule should be flexible enough to allow the SRO, by mutual agreement, to participate in School or District activities, such as meetings and presentations. If the SRO has a necessary duty assignment related to employment with MHPD, the officer should give as much advance notice as possible to the School Administrators.
- w. The SRO shall be available to be called away from SRO duties in emergency situations as well as for department staffing shortages as directed by the MHPD with notifications to the School Administrator as soon as practical.
- x. The SRO will normally wear the Police Department approved uniform, however, the SRO may wear other appropriate clothing depending upon the activity in which the SRO is engaged.
- y. The SRO will concentrate on the activities occurring on DISTRICT campuses within the City of Morgan Hill or as requested by School District Administration.

**DISTRICT Roles and Responsibilities:**

- a. School officials will ensure that student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of conduct is the responsibility of teachers, school staff, and school administrators. The SRO will refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of criminal law, or are criminal violations eligible for diversion.
- b. The DISTRICT will maintain full, final, and plenary authority over curriculum and instruction in the DISTRICT, including the instruction of individual students.

- c. DISTRICT may, at its own initiative, and at its own cost, provide training to the SRO on topics that it considers to be beneficial to the relationship the SRO will have with students and staff.
- d. The DISTRICT, pursuant to the authority set forth in the California Education Code, has the primary duty to address student discipline, issue appropriate consequences, provide appropriate student support, and/or provide referrals to law enforcement/probation on criminal matters as required by law.
- e. The DISTRICT shall confer with police officers who respond to and investigate student behaviors that constitute criminal violations that are not eligible for diversion.

**4. Investigations/Search and Seizure**

- a. School officials conduct their own searches of individual students, their individual property, and school property under civil authority.
- b. Police officers conduct searches of same under the criminal standard of probable cause.
- c. School officials, under certain circumstances, may request the SRO (or other officer) to act as their physical safety agent to perform or complete a school search for said official solely for the purpose of eliminating or reducing danger during the search. These circumstances include but are not limited to:
  - i. Possible presence of a weapon
  - ii. Possible presence of an explosive device
  - iii. Possible presence of a dangerous instrument, i.e., drug needle
  - iv. A student who may resist a search
  - v. A student who may flee a search and, by doing so, be a danger to themselves and/or others.
- d. School officials shall share any information with police officers that is obtained during a student investigation or search if school officials feel that said information may be evidence of a crime.
- e. School officials may consult with the SRO at any time to determine whether said information/ evidence should be shared.

The parties shall ensure that the respective individuals assigned to the school campuses and responsible for the implementation of this MOU are provided with a copy of the MOU and are informed of the contents of this MOU and their duty to implement it.



**5. Access to Education Records**

- a. School officials shall allow the SRO to inspect and copy any public records maintained by the school to the extent allowed by law.
- b. All parties to this MOU recognize and utilize Title 34 §99:31 of the Code of Federal Regulations, which allows the oral exchange of information between school and police officials regarding any student when said information is directly related to a potential threat to safety of the school, its staff, or students.
- c. School officials may also share information with police officers that falls within any of the exceptions to the Family Educational Rights and Privacy Act (FERPA) that are covered under state law (W&I §827.1, EdC §48902, EdC §49706), which may include but are not limited to:
  - i. Directory information
  - ii. Information within the scope of a police officer's investigation
  - iii. Information requested in response to a subpoena
  - iv. Investigative statements taken of the student- oral or in writing
- d. The Police Department agrees to share with school officials any information that is relevant to school safety, and/or the school investigation so long as said release of information does not compromise the integrity of the police investigation or place students, witnesses, or victims at further risk.

**6. RESPONSE TO EMERGENCIES**

- a. In response to a non-violent criminal incident, the DISTRICT shall consult with the SRO to develop a contingency plan and response.
- b. Unless the incident involves criminal activity or an emergency where police resources in addition to the SRO are desirable, the DISTRICT shall make an initial decision regarding the need for a police response based upon knowledge of the incident, the DISTRICT's policies and resources, and consultation with the SRO Supervisor, if necessary. If the incident is outside the scope of the DISTRICT's resources, or there is a significant threat to human life or property, or the MHPD is made aware of the incident and makes a determination the incident is critical in nature, the DISTRICT shall relinquish the overall decision-making process to MHPD, who shall then assume the role of the incident commander.
- c. The SRO, investigating officer, or Incident Commander responding to the scene will strive to keep the DISTRICT informed of decisions and status.
- d. Incidents that originate at a school site that extend into the community will be handled by MHPD.

**7. COMPLAINTS**

DISTRICT and MHPD shall each provide notification to the community of the available complaint processes in the event that a parent, student, member of the public or an employee of the DISTRICT wishes to file a formal complaint against an SRO or other officer working on a DISTRICT campus.

**8. Payment to the City**

- a. The DISTRICT agrees to pay the CITY an annual contribution of \$103,935 to help offset the cost of one School Resource Officer during Fiscal Year 2020-2021.
- b. The second School Resource Officer is fully funded by the California Department of Justice Tobacco Grant Program for Fiscal Year 2020-2021.
- c. Payment will be made to the City of Morgan Hill in four (4) equal quarterly payments each year for the term of the contract.

**9. Insurance and Indemnification Requirements**

- a. The CITY and the DISTRICT agree to be individually responsible for providing their own insurance coverage for any and all claims or suits as a result of bodily injury, property damage, errors and omissions or personal injury arising out of the performance of this MOU.
- b. The CITY and DISTRICT agree to waive any and all rights that they may have under Government Code Sections 895.4 and 895.6 for contribution or indemnification of any liability arising out of the performance of this MOU.
- c. The CITY and DISTRICT agree to protect and hold harmless each other for injury or death of any person, or damage to equipment of either entity caused solely by the action of either party, individually under this MOU. The CITY will assume all the liability for City equipment and personnel used within the scope of this MOU and the DISTRICT will assume all liability for the School District equipment and personnel used within the scope of this MOU.

**10. Termination**

- a. The CITY and DISTRICT shall have the right to terminate this MOU, without cause, by giving fifteen (15) days' written notice.

**11. Entire Agreement**

- a. This MOU represents the entire agreement between the City of Morgan Hill and the Morgan Hill Unified School District. All prior or contemporaneous oral or written agreements by and between the parties and their agents and representatives with respect to the matters contained in this Agreement are revoked and extinguished by this Agreement.

**CITY OF MORGAN HILL**

DocuSigned by:  
By: Christina Turner  
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Printed name and title:  
Christina Turner, City Manager

Date: 5/21/2020

**MORGAN HILL UNIFIED SCHOOL DISTRICT**

DocuSigned by:  
By: Steve Betando  
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Printed name and title:  
Steve Betando, Superintendent

Date: 5/25/2020

**APPROVED AS TO FORM:**

DocuSigned by:  
By: Donald Larkin  
079342BBE14943E...

Printed name and title:  
Donald Larkin, City Attorney

Date: 5/20/2020

**ATTEST:**

DocuSigned by:  
By: Michelle Bigelow  
66B887310D154F2...

Printed name and title:  
Michelle Bigelow, Deputy City Clerk

Date: 5/22/2020