

**MEMORANDUM OF UNDERSTANDING BETWEEN THE MOUNTAIN VIEW-  
LOS ALTOS UNION HIGH SCHOOL DISTRICT AND THE CITY OF MOUNTAIN  
VIEW REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is by and between the City of Mountain View, a California charter city (hereinafter "City") and the Mountain View-Los Altos Union High School District (hereinafter "District").

WHEREAS, this MOU replaces any and all prior agreements and understandings between City (including the City of Mountain View Police Department) and District on the subject of school resource officers; and

WHEREAS, City and District desire to set forth the duties and responsibilities of the parties with respect to City's school resource officer program; and

WHEREAS, City and District desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students, a safe working environment for educational staff, the prevention and reduction of juvenile delinquency and the promotion of positive attitudes regarding the role of law enforcement in society.

NOW, THEREFORE, in consideration of the mutual promises and representations contained herein, City and District do hereby agree as follows:

1. **Term.** This Agreement shall be effective August 16, 2019, pending approval by District's Governing Board, and shall remain in effect through June 30, 2021. This Agreement shall expire automatically at the end of the term, unless extended by mutual agreement of the parties or terminated earlier during the term of this Agreement by either party with thirty (30) days advance written notice.

2. **Duties & Responsibilities.** City shall provide the following services and assume the following responsibilities:

a. City shall assign law enforcement officers to serve as a School Resource Officer (SRO) at each of the Mountain View high schools and Los Altos high schools (hereinafter "High Schools"). All SROs assigned will have attended the California Peace Officer Standards and Training (POST) SRO school.

b. The operation and administrative control of the SRO Program will be a joint and cooperative effort of the City Chief of Police or designee and the District Superintendent or designee. Though the SROs will be part of the administrative team and considered school officials at their respective schools, responsibility for the conduct

of the SROs shall remain with City. District acknowledges the SROs remain solely under the command of City's Police Department.

c. The parties agree City's responsibilities include, but are not limited to, the following:

(1) Each SRO shall wear the regulation police uniform and operate marked police patrol vehicles while on duty unless otherwise authorized by the SRO's supervisor and/or the respective High School's principal, or authorized designee.

(2) When acting at the behest of District personnel, the SROs' investigation and questioning of students shall be limited to offenses related to the operation of, or occurring at, the school, except in situations where a delay in investigation or questioning might result in danger to any person, flight from the jurisdiction by the person suspected of a crime or destruction of evidence.

(3) The SROs shall notify the school principal as soon as practicable of any significant law enforcement actions taken by an SRO or other City officer(s).

(4) The SROs shall not become involved in school administrative searches unless specifically requested to provide security or handle contraband by the principal, or other circumstances when approved by the SRO's supervisor. School administrative searches will be at the direction and control of the principal or designee.

(5) As time permits, the assigned SROs will assist in training school administrators and staff in law enforcement related matters and disseminate information on crime trends and changes in laws to school administrators and staff to assist them in effectively establishing and maintaining safe school environments.

(6) In order to foster an open relationship and strong communication between City and District, the SROs shall meet as needed with the school principal to exchange information about current crime trends, problem areas or other areas of concern which may disrupt the school or community.

(7) At the request of the principal, the SRO shall attend suspension and expulsion hearings. The SRO shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The SRO shall provide any available physical evidence.

(8) City will work cooperatively with District to make any needed adjustments to the SRO program throughout the school year.

The parties agree District's responsibilities include, but are not limited to, the following:

(1) Provide the SROs with a private, appropriately furnished and climate controlled office space at the assigned schools that can be secured and is reasonably acceptable to City. This shall include a desk with drawers, a chair, filing cabinet for files and records which can be properly locked and secured, a telephone, and computer access. All supplies and other equipment will be provided by City.

(2) Provide SROs with reasonable opportunities to address students, teachers, school administrators, and parents about the SRO Program goals and objectives. Administrators shall also seek input from the SROs regarding criminal justice problems relating to students and site security issues at the assigned schools.

(3) The principal of each school shall notify the SRO of any suspected illegal activity. Any principal or other staff member who locates a dangerous weapon or drug in the course of a search, shall turn it over to the SRO as soon as reasonably possible. In the event the SRO is not available, the principal or staff member shall contact the City of Mountain View Police Department dispatch to have an officer respond for suspected illegal activities or to deliver dangerous weapons or drugs that come into their possession.

(4) When school personnel discover and/or take possession of any weapons, drugs, alcohol, or other illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. The contraband shall be confiscated by the SRO in accordance with the City of Mountain View Police Department policy and procedures, and disposed of per policy.

(5) District will work cooperatively with City and the City of Mountain View Police Department to make necessary adjustments to the SRO program throughout the school year.

3. **Education and Law Enforcement Records.** The parties agree that SROs shall be deemed to be "school officials" for the performance of an SRO's duties on behalf of District. The SROs shall therefore be allowed access to student records, but District is 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. School officials shall allow an SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. 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.

If confidential student record information is necessary in an emergency to protect the health or safety of a student or others, District may disclose to the SRO

information that is required to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the necessity of obtaining the information to respond to the emergency situation, and when time is of the essence.

If confidential student record information is requested by the SRO, but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order, or written authorization of the parent/guardian.

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 the SRO, along with information related to the underlying offense.

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 District Superintendent or his/her designee.

4. **Enforcement.** Although the SROs have been placed in a formal educational environment, the SROs are not relieved of their official duties as law enforcement officers. The SROs retain their right to intervene when it is necessary in the SROs' professional judgment to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with state law and department policy. City reserves the right to temporarily remove the SROs in the event additional officers are needed during critical incidents or a natural disaster.

5. **Independent Contractor.** The SROs providing services under this agreement are independent contractors and are not employees or agents of District. The SROs providing services under this agreement are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits.

The SROs shall report to and be under the direct and supervisory control of City and the City of Mountain View Police Department.

6. **Indemnification.** City shall defend, indemnify and hold harmless District, its officers, agents and employees from any and all injury, loss, damages, claims or actions, including attorneys' fees, arising out of the performance of the terms of this agreement and resulting from the sole fault or sole active negligence of City, its officers, agents or employees.

District shall defend, indemnify and hold harmless City, its officers, agents and employees from any and all injury, loss, damages, claims or actions, including attorneys' fees, arising out of the performance of the terms of this agreement and resulting from the sole fault or sole active negligence of District, its officers, agents or employees.

Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this agreement.

7. **Selection and Financial Consideration.** The Mountain View Police Chief will be responsible for selecting the officers to serve as the SROs at the High Schools. District is encouraged to voice any concerns regarding assigned SROs.

There will be no financial compensation paid to City by District for services provided under this MOU.

8. **Program Assessment.** The SRO Program will be assessed annually in an evaluation conducted jointly between City and District. The following **may** be considered in the evaluation:

- Success in achieving the established goals and objectives.
- Input from each school's administrators.
- Level of citizen contact (citations, arrests, referrals to other programs)
- School functions (meetings, events, presentations)
- Tasks accomplished as part of a work plan.

9. **Termination of the Agreement.** Either party may terminate this agreement upon sixty (60) days' written notice to the other party solely at the discretion of City's Police Chief.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written agreement signed by the parties.

11. **Severability.** Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

12. **Notices.** All notices or payments required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States addressed to:

City of Mountain View at:

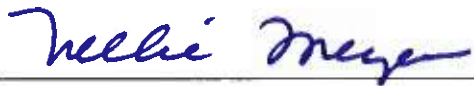
Chief of Police  
Mountain View Police Department  
City of Mountain View  
1000 Villa Street  
Mountain View, CA 94041

Mountain View-Los Altos Union High School District at:

Superintendent  
Mountain View-Los Altos Union High School District  
1299 Bryant Avenue  
Mountain View, CA 94040


The parties have executed this MOU on the date written below.

MOUNTAIN VIEW-LOS ALTOS  
UNION HIGH SCHOOL DISTRICT

By:   
Nellie Meyer, Ed.D.  
Superintendent

Date: 7/16/19

MOUNTAIN VIEW POLICE DEPARTMENT

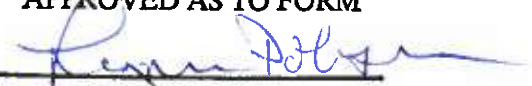
By:   
Max Bosel  
Chief of Police

Date: 8-6-19

~~APPROVED AS TO CONTENT~~

~~CITY ATTORNEY~~

APPROVED AS TO FORM

  
CITY ATTORNEY

Date: 2020\_11\_19

To: Jon Maginot, Angel Martinez

From: Jeanine Valadez

Subject: Additional Items to Track in Police Officer Complaint Tracking Data Base

In addition to the items listed in Judge Cordell's letter dated today that reflect the data tracked by the San Jose IPA, I'd like to add the following items to the tracking inventory attachment that shall be created and included in the Police Task Force's final recommendation. Please distribute my list to the Task Force members. The source of these items is the Letter previously submitted by Curtis Cole and myself on 2020\_11\_05 to the Task Force. A couple items also result from the approved recommendations to include a 3<sup>rd</sup> party auditor in the process.

ADDITIONAL ITEMS TO BE TRACKED:

- 1) If an Informal Complaint is escalated to a Formal Complaint or otherwise assigned by PD to an Investigation, record who made the decision to escalate and record the date that decision was made. Include a reference in the tracking for the informal complaint to the subsequent formal investigation and continue to track as a formal complaint
- 2) Track the name and contact information of complainant\*
- 3) Track the name and badge number of subject officer(s)\*
- 4) Track the format in which Complaint was submitted; e.g., online, webform, paper copy, emergency call, non-emergency call, in person.
- 5) Annotate whether the complaint was submitted to PD or to 3<sup>rd</sup> party auditor
- 6) Record name(s) of assigned investigating personnel and whether they are internal to PD or an outside (contracted) entity
- 7) Annotate if the complaint is escalated to the District Attorney (DA) for further processing.  
[Question: does the PD track Complaints after they go to the DA?]
- 8) Record these process milestones (doing so insures the 3<sup>rd</sup> party auditor is staying atop the task of timely resolution of complaints/investigations):
  - a. Date of complaint submission to PD and/or 3<sup>rd</sup> party Auditor
  - b. Date complaint shared between PD and 3<sup>rd</sup> party Auditor
  - c. Date complaint assigned to investigative personnel
  - d. All Date(s) the 3<sup>rd</sup> party auditor contacts PD for status of ongoing complaint
  - e. Date complaint resolved
  - f. Date complainant is informed and given copy of resolution
  - g. If applicable, record the date the complaint is escalated to the DA

\*NOTE: Neither names and/or badge numbers of Complainants and Subject Officers shall be included in the Annual Report generated by the 3<sup>rd</sup> party auditor.

## **Alternatives to SRO Program**

1. Restorative Practices
  - a. Establish goals and measurable metrics
    - i. Building relationships
    - ii. Diversion from criminal justice system
    - iii. Reduction of gang activity
    - iv. Reduction in suspensions and expulsions
  - b. Hire a Restorative Justice Practitioner for campus, that can establish preventative practices to create community (community-building circles), and also intervene in verbal altercations, bullying, fights, truancy & attendance issues, gang activity monitoring, non-violent offenses.
  - c. Train the administration and select teachers on restorative practices
  - d. Educate and get buy-in from faculty, staff, students and parents
2. In addition, I would advocate that all PD officers go through the additional PD training that the SRO receives, since 87% of service calls from the school were serviced by non-SRO officers.

## **Important Points for MOU to Cover**

1. Clearly state and agree on goals of SRO program. Goals should be focused, measurable, and rooted in equity and wellness of students.
  - a. Divert juveniles from Criminal Justice System
  - b. Provide education for students (DARE, Cyberbullying, etc)
  - c. Train school staff (Active shooter situations, lockdowns, etc)
  - d. \*NOT\* campus safety → As indicated by research, SRO's do not make campus safer. They are not there for active shooter prevention.
  - e. \*NOT\* building relationships → Also as indicated by research, there are much better alternatives for fostering trust and communication between students and school admin/adults that can lead to greater campus safety for all (bullying prevention, avoidance of fights).
2. Implement a method of data collection and analysis that allows for progress against goals to be measured.
3. Ensure that the goals and operations of the SRO program are clearly communicated to faculty, staff, students and parents at LAHS.
4. Ensure that the rights of students regarding SRO and police operations are clearly communicated to faculty, staff, students and parents at LAHS
5. Commit to gathering feedback about the SRO program and policing on campus from students, faculty and staff and making that feedback publicly available.
6. Feedback should be taken in consideration when evaluating SRO performance.
7. Recommend additional training for all MVLA faculty and staff on the following so as to reduce the number of calls to police/SROs.
  - a. Implicit Bias



- b. Crisis Response
  - c. De-escalation & Mediation
8. Establishing a clear hierarchy of actions so that police/SRO's are only called as a last resort when other methods have failed or in case of immediate harm. Ensure that faculty and staff are aware of this hierarchy of actions.
  9. Since SRO's only account for 13% of responses to admin requests for service, ensure that all LAPD officers undergo the same training that SROs go through to better handle encounters with juveniles.
  10. Review existing policies and ensure that there are clear policies around but not limited to:
    - a. No self-initiated arrests (PD had talked about this, want to make sure this is in policy)
    - b. Questioning of minors: Law enforcement officers seeking to interview students on campus must first secure consent from the principal and the student's parents or guardians. The principal should provide consent only when the police officer has a judicial court order, except in cases where the student presents a real and immediate physical threat to students, teachers, or public safety. Students should have the right to have their parent, guardian, or adult of their choosing present during questioning, and interviews should occur in a private location, away from other students.
    - c. Mental health crisis response: Ensure that calls for mental health crisis response go to parent, school psychologist, CHAC, Uplift, and avoid the need for police intervention. (School admin had talked about this, but want to make sure this is outlined as policy)

## Angel Rodriguez

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**From:** John Fennell <fennell62@att.net>  
**Sent:** Thursday, November 19, 2020 4:20 PM  
**To:** Angel Rodriguez  
**Cc:** Janet Corrigan; Iadonis Cordell  
**Subject:** Correction & Attachment Re: 11.20.20 Full meeting packet  
**Attachments:** TASK FORCE BENCHMARKING.PDF

Angel: Two things.

**First**, there needs to be a correction to one of the recommendations for the "Police Officer Feedback Process."

### **Outreach**

1. *Recommendation: Consider modifications to the complaint process*
- ii. This item was **deleted** from the recommendation.

**Second**, I have an attachment for the "Police Officer Feedback Process."

Attached below. This is the **one page** table and notes that I prepared summarizing the benchmarking of other comparable police departments.

Since this benchmarking was done at the explicit direction of the City Council, I would like it included in the recommendation package.

Thanks,  
John Fennell

On Thursday, November 19, 2020, 03:35:23 PM PST, Angel Rodriguez <arodriguez@losaltosca.gov> wrote:

Hi All,

Please find the full meeting packet attached here.

-AR

Angel Rodriguez

**Executive Assistant to the City Manager**

**City of Los Altos**



(650) 947-2608 | [www.losaltosca.gov](http://www.losaltosca.gov)

1 N. San Antonio Road | Los Altos, CA 94022

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## Benchmarking Police Personnel Complaint Polices (10/23/20)

Benchmark Police Departments	POPULATION	POLICE OFFICERS	RATIO POP./ OFFICERS	
ATHERTON	7,000	21	333/1	
MENLO PARK	35,000	54	648/1	
LOS GATOS MONTE SERENO	35,000	39	897/1	
LOS ALTOS	30,000	32	938/1	

### **What Benchmarked:**

1. User “friendliness” of department web site in finding information about complaints, how to submit a complaint, and locating the complaint policy
2. Reviewed the “Personnel Complaint Policy”

### **Findings**

1. Any “Best Practices” or suggestions from other PD’s for LAPD to consider: **None were identified**
2. **LAPD “Best Practices”:**
  - (1) Web site very user friendly
  - (2) “Citizen Complaint & Commendation” Brochure
  - (3) Only Department that had complaint and commendation metrics posted on web page