DATE: July 12, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Jeri Williams, Police Chief

SUBJECT: Memoranda of Understanding Between the Oxnard Police Department and School Districts for FY 16-17

CONTACT: Luis Mancha, Police Department
Luis.Mancha@oxnard.org

RECOMMENDATION:

That City Council approve and authorize the City Manager to execute the FY 16-17 School Resource Officer (SRO) Program cost sharing Memoranda of Understanding (MOU) between the Oxnard Police Department and the Rio School District (RSD); Hueneme School District (HSD); Oxnard School District (OSD), and the Oxnard Union High School District.

DISCUSSION:

The Police Department’s SRO program supports the priorities that were expressed by the community at the March 5, 2015 community forum. During this forum, “build strong relationships with schools and youth organizations” was the leading community priority.

The SRO program serves a student population of approximately 42,000 students in four school districts. The Police Department has one SRO assigned full-time to each of the OUHSD’s four high schools. Two more SRO’s serve the Oxnard School District (OSD), and a third SRO splits time between HSD and selected schools from the RSD. SRO’s are assigned to schools on a long-term basis to provide enhanced services. The SRO’s also handle police service calls on and around school campuses, providing relief to patrol services.
SRO’s assist school administrators in helping maintain a safe campus environment that is conducive to learning. SRO’s provide a visible presence to deter or identify trespassers on campus. School officials rely on the SRO’s training, knowledge and experience in handling situations involving weapons violations, or in the identification of controlled dangerous substances. In addition, SRO’s provide a service to the surrounding community by addressing concerns such as loitering, speeding or other traffic issues.

SRO’s are responsible for investigating violations of criminal law. When it is both necessary and appropriate, SRO’s enforce these laws by citing or arresting offenders. Of important note, citing or arresting students is at times necessary, but is viewed as a last resort.

Some functions that SRO’s provide to the school districts include:

- Ensuring that all students, staff and campuses are safe.
- Serving as a liaison between schools and the Police Department.
- Bridging the gap between law enforcement and youth.
- Deterring students from joining gangs, or making choices that lead to problems with drugs and/or alcohol.
- Handling criminal investigations that occur on campus. Often times, students report crimes to SRO’s that occurred off school grounds, e.g., child abuse, domestic violence, thefts, threats, vandalism, drug and alcohol offenses, etc.
- Ensuring that the educational process is not affected by outside disturbances.
- Enforcing criminal violations when necessary and appropriate.
- Working with school officials to ensure that their school safety plans are in place and that they suit the needs of the particular school. This includes lock down drills, evacuation procedures, and natural disaster planning.
- Participating in the School Attendance and Review Board (SARB) process. This includes participating in hearings, working with families to find solutions to the truancy issues.
- Providing presentations to parents, students, and teacher on a variety of topics, including bullying, cyber bullying, and drugs/alcohol. Of note, SRO’s lead the Every 15 Minutes program, Youth Academy, and The Parent Project.
- SRO’s are also involved in coaching youth sports to Oxnard students, coaching football, basketball, volleyball and tennis teams.

The FY 16-17 MOUs set forth guidelines and cost reimbursement agreements between the participating school districts and the Police Department’s SRO program. The MOU’s also define the goals of the SRO program, including agreements to address student misconduct by prioritizing school administrative action over criminal prosecution when appropriate. Additionally, these annual and on-going MOUs ensure that the SROs receive the necessary support and training to ensure a safe school environment, while respecting the rights of students and improving the overall school climate.

The cost recovery for SRO’s was renegotiated with the four school districts for FY 16-17, with all districts agreeing to increase their contribution:
The cost figure used for personnel costs for a police officer is $174,000. This figure includes salary and benefits.

Oxnard Union High School District’s cost sharing amount for FY 16-17 is $522,000. This figure represents 75% of the personnel costs of four (4) SRO’s, each of whom are assigned to a high school on a full-time basis. The City’s 25% cost is $174,000.

Oxnard School District’s cost sharing amount for FY 16-17 is $261,000. This figure represents 75% of the personnel cost of the two (2) SRO’s assigned to serve elementary and middle schools in this district on a full-time basis. The City’s 25% cost is $87,000.

Hueneme School District’s cost sharing amount is $85,260 (49% of the cost of an officer). This figure represents 49% of the personnel cost of one (1) SRO assigned to serve schools in this district for twenty-six (26) hours per week.

Rio School District’s cost sharing amount for FY 16-17 is $45,240. This figure represents 26% of the personnel cost of the one (1) officer, who is assigned to provide services in this district for fourteen (14) hours per week.

It should be noted that Rio School District requested fourteen (14) hours of service per week, and Hueneme School District requested twenty-six (26) hours per week, for a combined total of 40 officer-hours per week. Since both of these school districts are only utilizing the services of an SRO on a part-time basis, the combined reimbursement between the two districts equates to 75% of an SRO’s personnel costs, and keeps the contribution proportional to other participating districts. The City’s combined cost for these two districts is $43,500.

The school districts will be billed no less than 30 days prior to June 30, 2017.

FINANCIAL IMPACT
Anticipated revenue included in FY16-17 Adopted Budget (Account 101-2101-581-7519 Misc. Revenue – Other Reimbursements)
AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Rio School District ("RSD" or "District") is made and entered into as of July 1, 2016. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on RSD school campuses.

City and District hereby agree as follows:

1. **Scope of Services.** The Oxnard Police Department ("OPD") shall provide the services of one (1) School Resource Officer ("SRO") to RSD elementary and intermediate school campuses for a total of fourteen (14) hours a week. The SRO will work with RSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.

2. **Method of Performing Services.** Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.
3. **Cost Sharing; Reimbursement, Method of Payment.** City and District agree that District shall be obligated to fund Twenty Six percent (26%) of the cost to operate and administer the SRO program for FY 2016-17 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Forty Five Thousand Two Hundred and Forty Dollars ($45,240) (26% of the cost of an officer) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Kristen Piiko, Assistant Superintendent of Business Services Rio School District 2500 Vineyard Avenue, #100, Oxnard, CA 93036. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. **Nonexclusive Services.** This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.

5. **Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee.** Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.

6. **Term.** The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.

7. **Termination.** Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.

8. **Force Majeure.** City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.
9. **Mutual Indemnification.** Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys’ fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party’s performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South “C” Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:
Rio School District
2500 Vineyard Avenue, #100
Oxnard, CA 93036
Dr. John Puglisi, Superintendent Rio School District

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.
12. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.

13. **Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. **Assignment.** The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.

15. **Amendment; Modification.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

17. **No Third Party Beneficiaries.** This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.

18. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

20. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

22. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

Greg Nyhoff, City Manager

RIO SCHOOL DISTRICT

Dr. John Puglisi, Superintendent Rio School District

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Jeni Williams, Police Chief
EXHIBIT “A”

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student’s person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
   a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
   b. The SRO shall not ask school officials to search a student’s person, possessions, or locker in an effort to circumvent these protections.
   c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student’s person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such...
suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.

4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student’s parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
   a. Child and adolescent development and psychology;
   b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
   c. Children with disabilities or other special needs; and
   d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD’s SROs to serve the students of the RSD, all SROs will be given a user-specific login and access to the RSD network to:
   a. Login
   b. Run productivity software, including Microsoft Office
   c. Print to District/School printers
   d. Access the Internet thru the District’s Internet Filter
   e. Access WebMail from a third party provider
   f. Access Internet Filter override

2. SROs will not be provided:
   a. Access to install programs to workstations or servers
   b. Access to District email accounts or the District’s email address book
   c. Access to the District’s Student Information System
   d. Access to other District files
AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING

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City and District are sometimes individually referred to as “Party” and collectively as “Parties.”

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WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

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2. **Method of Performing Services.** Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.
In addition to the obligations set forth in the Agreement, City shall notify the District Superintendent in writing within five (5) business days of City’s anticipation of a SRO absence from a school exceeding a period of nine (9) consecutive school days.

3. Cost Sharing: Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund forty-nine percent (49%) of the cost to operate and administer the SRO program for FY 2016-2017 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Eighty-five Thousand Two hundred and Sixty Dollars ($85,260) (49% of the cost of one officer) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Christine Walker, Superintendent, Hueneme School District, 205 N. Ventura Road, Port Hueneme, California 93041-3065. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.

5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.

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Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys’ fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party’s performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

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Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:

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205 N. Ventura Road
Port Hueneme, California 93041-3065
Attention: Dr. Jerry Dannenberg, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.
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bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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CITY OF OXNARD

Greg Nyhoff, City Manager

HUENEME SCHOOL DISTRICT

Dr. Jerry Dannenberg, Superintendent

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Jeri Williams, Police Chief
EXHIBIT “A”

SRO Guidelines

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   a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
   b. The SRO shall not ask school officials to search a student’s person, possessions, or locker in an effort to circumvent these protections.
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2. When a school official conducts a search of a student’s person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such
suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.

4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS
1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
   a. Child and adolescent development and psychology;
   b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
   c. Children with disabilities or other special needs; and
   d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR
1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT
1. In order for the Oxnard PD’s SROs to serve the students of the HSD, all SROs will be given a user-specific login and access to the HSD network to:
   a. Login
   b. Run productivity software, including Microsoft Office
   c. Print to District/School printers
   d. Access the Internet thru the District’s Internet Filter
   e. Access WebMail from a third party provider
   f. Access Internet Filter override

2. SROs will not be provided:
   a. Access to install programs to workstations or servers
   b. Access to District email accounts or the District’s email address book
   c. Access to the District’s Student Information System
   d. Access to other District files
AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the
Oxnard School District ("OSD" or "District") is made and entered into as of July 1, 2016. City
and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource
Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school
officials, and the communities they serve have a shared understanding of the goals of the SRO
program and that SROs receive the necessary support and training to ensure a safe school
environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the
SRO within the context of the educational mission of the school; distinctions between
disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by
law enforcement; respect for the rights of students; transparency and accountability; and
minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students
and faculty; it does not govern how SROs will conduct operations when dealing with adult non-
school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the
continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of
two (2) School Resource Officer’s ("SRO’s") to OSD elementary and intermediate
school campuses. The SRO will work with OSD district staff as well as staff at
individual elementary and intermediate schools to determine schedules and specific
services at each school site. This will allow the activities and support provided by the
SROs to be tailored to the specific needs of each school, and it will also provide for
flexibility of the SROs’ law enforcement responsibilities and involvement with
intracurricular and extracurricular activities.

2. Method of Performing Services. Subject to the terms and conditions of this Agreement,
OPD personnel may determine the method, details, and means of performing the Services
described herein as well as the duration of the Services. OPD shall perform services
consistent with the SRO guidelines detailed in Exhibit A attached hereto and
incorporated by this reference in full herein.
3. **Cost Sharing; Reimbursement, Method of Payment.** City and District agree that District shall be obligated to fund Seventy-Five percent (75%) of the cost to operate and administer the SRO program for FY 2016-2017 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Two Hundred Sixty One Thousand Dollars ($261,000) (total cost for two officers) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Lisa Cline, Deputy Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. **Nonexclusive Services.** This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.

5. **Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee.** Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practically possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.

6. **Term.** The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.

7. **Termination.** Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.

8. **Force Majeure.** City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.
9. **Mutual Indemnification.** Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys’ fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party’s performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:
Oxnard Police Department
251 South “C” Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:
Oxnard School District
1051 South A Street
Oxnard, CA, 93030
Attention: Lisa Cline, Deputy Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.

13. **Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be
construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.

15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.

18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

Greg Nyhoff, City Manager

Oxnard School District

Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Jeri Williams, Police Chief
EXHIBIT “A”

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student’s person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
   a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
   b. The SRO shall not ask school officials to search a student’s person, possessions, or locker in an effort to circumvent these protections.
   c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student’s person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such
suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.

4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student’s parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
   a. Child and adolescent development and psychology;
   b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
   c. Children with disabilities or other special needs; and
   d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD’s SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
   a. Login
   b. Run productivity software, including Microsoft Office
   c. Print to District/School printers
   d. Access the Internet thru the District’s Internet Filter
   e. Access WebMail from a third party provider
   f. Access Internet Filter override

2. SROs will not be provided:
   a. Access to install programs to workstations or servers
   b. Access to District email accounts or the District’s email address book
   c. Access to the District’s Student Information System
   d. Access to other District files
Agreement No. 7413-16-PO

AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“Agreement”) by and between the City of Oxnard, a municipal corporation (“City”) and the Oxnard Union High School District (“OUHSD” or “District”) is made and entered into as of July 1, 2016. City and District are sometimes individually referred to as “Party” and collectively as “Parties.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OUHSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“OPD”) shall provide the services of four (4) School Resource Officer’s (“SRO’s”) to OUHSD school campuses. The SRO will work with OUHSD district staff as well as staff at individual schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SRO’s to be tailored to the specific needs of each school, and it will also provide for flexibility of the SRO’s law enforcement responsibilities and involvement with intracurricular and extracurricular activities.

2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.
3. **Cost Sharing; Reimbursement, Method of Payment.** City and District agree that District shall be obligated to fund Seventy-Five percent (75%) of the cost to operate and administer the SRO program for FY 2016-2017 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Five Hundred Twenty-two Thousand ($522,000) (75% of the cost of the officers) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Steve Dickinson, Assistant Superintendent of Administrative Services, Oxnard Union High School District, 309 S. K Street, Oxnard, CA 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. **Nonexclusive Services.** This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.

5. **Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee.** Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practically possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.

6. **Term.** The term of this Agreement shall be from August 29, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.

7. **Termination.** Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.

8. **Force Majeure.** City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots,
acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. **Mutual Indemnification.** Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
251 South “C” Street  
Oxnard, California 93030  
Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard Union High School District  
309 S. K Street  
Oxnard, CA 93030  
Attention: Trudy Arriaga, Interim Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

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12. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.

13. **Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. **Assignment.** The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest therein without the prior written consent of the other Party.

15. **Amendment; Modification.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

17. **No Third Party Beneficiaries.** This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.

18. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

RISK MANAGER

OXNARD UNION HIGH SCHOOL DISTRICT

Dr. Penelope Deleon, Superintendent

APPROVED AS TO CONTENT

Steve Dickinson, Assistant Superintendent

Jeff Williams, Police Chief

Risk Manager
EXHIBIT “A”

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to the deployment of the SRO and each month school administrators shall be informed of the regular or specially assigned duties and responsibilities that require the SRO to be off campus during school days and/or school hours. School Administrators shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor. Copies of weekly SRO activity reports are available to the school principal and/or District Superintendent or the Superintendents’ designee upon request.
6. The SRO shall inform school administration if he or she is being reassigned to cover a vacant position in the SRO unit. If the reassignment last more than two consecutive weeks the District Superintendent or Superintendent’s designee will be informed by the SRO supervisor and a plan to provide full coverage to the impacted school site will be developed at no additional cost to the district.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS
1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student’s person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child
has committed or is committing a criminal offense.

a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
b. The SRO shall not ask school officials to search a student’s person, possessions, or locker in an effort to circumvent these protections.
c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.

2. When a school official conducts a search of a student’s person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.

4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student’s parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS
1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
   a. Child and adolescent development and psychology;
   b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
   c. Children with disabilities or other special needs; and
   d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR
1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT
1. In order for the Oxnard PD’s SROs to serve the students of the OUHSD, all SROs will be given a user-specific login and access to the OUHSD network to:
   a. Login
   b. Run productivity software, including Microsoft Office
c. Print to District/School printers
d. Access the Internet thru the District’s Internet Filter
e. Access WebMail from a third party provider
f. Access Internet Filter override

2. SROs will not be provided:
   a. Access to install programs to workstations or servers
   b. Access to District email accounts or the District’s email address book
   c. Access to the District’s Student Information System
   d. Access to other District files