

**Agreement between
Azusa Unified School District, Los Angeles
County and
Azusa Police Department, Los Angeles County**

This agreement is made and entered into for the **2021-2022** school year by and between the Azusa Unified School District, hereinafter referred to as AUSD, and the City of Azusa hereinafter referred to as City.

AUSD and the City desire to ensure an efficient and cohesive School Resource Officer (SRO) program in order to promote school site safety, students' social-emotional wellbeing, and community connectedness. Through this mutual understanding, the City will make available to the District two (2) SROs.

Therefore, be it agreed as follows:

1. AUSD will supply office space, necessary furniture, and telephone to the SROs.
2. AUSD will supply necessary office supplies and assistance necessary to carry out duties under this Agreement.
3. The City will make available a City police motor vehicle to the SROs for the performance of the services to be rendered under this Agreement and shall pay for all operating expenses.
4. The SROs shall work under the direction and supervision of the operations division of the Police Department in cooperation with the site Principal. The SROs' duties and responsibilities shall include, but not be limited to, the following:
 - a. The SRO shall be available from 7:30 a.m. through 3:30 p.m., four days a week (at a minimum). Daily briefing at the Police station is included.
 - b. Attend staff meetings.
 - c. Provide information to the site and Police Department as it pertains to the prevention of crime and student safety.
 - d. The SRO will participate in two trainings a year provided by AUSD partners such as McKinley Children's Center and the Western Justice Center. Topics will include but are not limited to: restorative practices, conflict resolution, and de-escalation techniques, student social-emotional wellbeing, adolescent development, identification, and appropriate service of students with special needs.

Safety

- e. Establish and implement an effective communication network to respond to emergencies and ensure school safety.
- f. Ensure the safety of students and staff by documenting and following up on reports of assaults, child abuse, and illegal substance as it pertains to AUSD schools. The SROs' approach will take reasonable precautions to protect the privacy of those involved as well as promote safety and education.
- g. Take reasonable precautions to protect the privacy of students as well as promote safety and education.
- h. Supervise at extra-curricular activities with flex hours or overtime pay as approved/funded by the Police Department.
- i. Assist staff in matters of school safety throughout the school day with attention paid to root causes and referral to appropriate counseling and mentoring as needed.
- j. Provide information to the site and police department as it pertains to the prevention of crime and student safety.

Education

- k. Maintain a friendly, approachable presence on AUSD campuses and District events.
- l. Attend annual orientation with presentations from site principal, Child Welfare and Attendance Department (CWA), Student & Family Support Specialist/Homeless Liaison,

Azusa Pacific University (APU) McKinley Children's Center, Western Justice Center, and other pertinent AUSD partner agencies.

- m. Promote school attendance and engagement.
- n. The SRO will assist in the promotion of college, career, and trade opportunities for students.

Prevention

- o. Assist with planning and implementation of community and school-sponsored events at AUSD schools including, but not limited to: Coffee with a Cop, Safe Routes to School, Red Ribbon Week, Substance Abuse presentations, Domestic Violence presentations, and Gang Awareness Presentations, as well as other community events.
- p. Assist with outreach through student, school, home contacts, and referral to appropriate AUSD partners and agencies as it relates to AUSD schools.
- q. Provide positive reinforcement to students via mentoring, establish a visible presence as a positive role model, and proactively foster relationships with students.
- r. Present classroom lessons pertaining to the danger of substance abuse, school site safety, personal safety, pedestrian/bicycle safety, internet safety, and cyberbullying.

The precise responsibilities of the SRO shall be mutually agreed upon between an AUSD representative and a Police Department representative. The SROs shall be assigned to Azusa High School and Sierra High School and evaluated by his/her Division Commander with input from AUSD. The Azusa Police Department is aware of the Azusa Unified School District's Board Policy 5145.11 which states: "Except in cases of child abuse or neglect, the principal or designee shall notify the student's parent/guardian within 24 hours after law enforcement has interviewed the student on school premises."

- 5. The District will pay the City for services annually based on the following formula:
 - a. 144 days of instruction/school year at 8 hours per day = 1,152 hours annually; 2,080 hours per year for a full-time officer = 55% of year spent instructing; School District agrees to pay 50% of cost of the officers for 144 days of instruction; City assesses an administrative fee for payroll; human resources, and benefits administration for the officers of \$5,000.
 - b. Formula: $(55\% \times \text{total cost of salary and benefits of SRO} \times 50\% \times 2 \text{ officers}) + (\$5,000 \text{ administrative fee}) = \text{cost to District}$
- 6. This Agreement may be terminated upon 30 days' written notice by either party at any time.
- 7. The term of this Agreement shall be for a period beginning **September 8, 2021**, and ending **June 30, 2022**.
- 8. Parties hereto agree that the program shall be evaluated twice during the term of the Agreement. Said evaluation shall be made by the Comprehensive High School Principal, District Representative, SRO, and Azusa Police Department Representative.
- 9. NO INDEPENDENT BASIS FOR LIABILITY:
 - a. Nothing herein shall create, by this or other understanding between the parties, an independent basis for liability of the City or the Police Department, and their respective officers, officials, employees and agents to either the AUSD or to a third party for any matter, including, but not limited to, for failing to respond or for responding to a call for services in a dilatory or negligent manner. Any liability of the City, or the Police Department, shall be limited to that as determined by law without regard to the existence of this MOU.
- 10. INDEMNIFICATION.
 - a. District Obligations. DISTRICT agrees to defend, indemnify and hold CITY, its elected and appointed officials, officers, and employees harmless against and from any and all losses claims, actions, damages, expenses, or liabilities, including reasonable attorney's fees, arising out of or in any way connected with the District's negligent performance of this Agreement. DISTRICT assumes workers' compensation liability for injury or death of its officers, agents, employees, and volunteers, and assumes no workers'

compensation responsibility for the elected and appointed officials, officers, and employees of the CITY.

- b. City's Obligations. CITY agrees to defend, indemnify and hold DISTRICT, its officers, agent, employees, and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with City's negligent performance of this Agreement. CITY assumes worker's compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility the DISTRICT.

Robert Gonzales Mayor of
Azusa

Arturo Ortega
Superintendent of Azusa Unified

Date: _____

School District Date: _____

Mike Bertelsen
Azusa Chief of Police

Date: _____