

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

Between

CITY OF COVINA AND AZUSA UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (hereinafter referred to as "MOU" or agreement) is entered into by the City of Covina (City) and Azusa Unified School District (District) for the purpose of continuing the School Resource Officer (SRO) to Azusa Unified School District, commencing at the start of the 2022-2023 school year. This MOU will terminate at the conclusion of the last Azusa Unified School District 2023 graduation.

It is mutually agreed that the Covina Police Department (Department) will provide a sworn law enforcement officer to Azusa Unified School District to act as a School Resource Officer (SRO). This officer will be selected by the Chief of Police and will act first and foremost as a law enforcement officer. The officer may be required to perform duties as the Principal may request in writing within the parameters established by the Covina Police Department and approved by the Chief of Police in writing. Any conflicts in interpretation of the SRO's duties and responsibilities should be resolved jointly between the Principal and the Chief of Police. Where conflict resolution is not possible, the Chief of Police will retain the authority for the final decision.

The SRO is and shall be at all times remain a wholly independent contractor as to the District. The SRO is and shall remain at all times an employee of the Covina Police Department with all rights, benefits, and privileges thereto and shall be under the City's exclusive control and direction. As the employer of the SRO, the Covina Police Department will provide Workers' Compensation Insurance for the SRO, when appropriate depending on the job classification and/or part-time/full-time status. Covina Police Department will pay the SRO's salary. The District will be billed 100% of the assigned officer's actual wage, on an hour-by-hour basis for the time assigned to the District. The Department will bill the District for these costs on a monthly basis.

The SRO will ordinarily be attired in a police uniform; however, will work on occasion in plain clothes. The SRO will normally work four (4) days a week, ten (10) hours a day, and will be assigned to the Azusa Unified School District. If the SRO is a part-time employee, the City and School District must understand the limitation in hours worked within a Fiscal Year, normally 960 hours. Therefore, communication in hours worked and available hours are essential for the program's success. The SRO will coordinate all of his/her activities with the Principal and concerned staff members, and will seek permission, guidance, and advice prior to enacting any program within the school. The Covina 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."

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The SRO's duties and responsibilities will include, but not be limited to the following:

Safety

- Shall work under the direction and supervision of the Operations Division of the Covina Police Department in cooperation with the school site principal
- Act as liaison between the students/staff and the Covina Police Department.
- Act as liaison between Covina Police Department and other First Responders through effective communication when responding to emergencies, reports of crime and school safety matters.
- Provide safety to the students and staff by investigating all crimes as it pertains to the identified District sites, and take appropriate action in regard to the law and other applicable statutes.
- Take reasonable precautions to protect the privacy of students as well as promote safety and education.
- Provide intelligence information to the City and the District as it pertains to safety, service, and the prevention of crime.
- Assist staff in matters of school safety through the school day, with attention paid to root causes and referral to appropriate counseling and mentoring services.

Education

- Maintain a friendly, approachable presence at District events.
- Promote school attendance and engagement.
- Assist with outreach through student, school, and home contacts, and referral to appropriate District partners and agencies.
- Assist and attend meetings of the School Attendance Review Board (SARB) when appropriate.
- Be responsible for education on a variety of subjects related to crime and safety.
- Assist in the promotion of college, career and trade opportunities.
- Where appropriate, present classroom lessons pertaining to the danger of substance abuse, school site safety, personal safety, pedestrian/bicycle safety, internet safety and cyberbullying safety.
- Provide positive reinforcement to students via mentoring, a visible presence and a role model through positive and professional relationships with students and staff.
- With Department approval, assist with planning and implementation of community and school sponsored events including, but not limited to Red Ribbon Week, Substance Abuse presentations, Domestic Violence Prevention programs, and Gang Awareness presentations, as well as others appropriate events.
- With Department approval, attend orientation and other related student and family programs from District partners.
- With Department approval, attend extra-curricular student activities where the SRO's role is needed, and may be covered via overtime pay or the use of flex time.

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The precise responsibilities of the SRO shall be mutually agreed upon between AUSD and the Covina Police Department representative in writing. The SRO will be assigned to AUSD by the Police Department and evaluated by his/her Police Department Division Captain or designee with input from AUSD.

1. The District will provide office space, necessary furniture, office supplies and telephone for the SRO to carry out their duties per the Agreement.
2. The City will provide a motor vehicle for the SRO to perform their duties.
3. AUSD will pay the City for SRO services, based on the assigned officer's salary and benefits as of 7/02/2022 for the duration of this MOU. The Police Department will bill AUSD at the end of each month and the invoice shall be payable within 30 days from the time of receipt.
4. This MOU may be terminated upon 30 days written notice by either party at any time, without cause.
5. The term of this MOU shall be for the 2022-2023 academic school year.

The District agrees to protect, hold harmless, defend and indemnify the City, officials, employees, officers, agents, and volunteers from any and all losses, claims, liabilities, causes of action, demands, judgements, proceedings, costs, expenses, penalties, liens, losses or damages of any nature whatsoever, including attorney fees arising out of or in any way connected with the performance of the MOU. This indemnification provision shall survive the expiration or termination of this MOU.

This MOU is the final and entire agreement between the Parties. All agreements of the Parties with respect to the subject matter hereof are in writing and supersede all prior written and oral agreements and understandings. This Agreement cannot be modified except by a written document signed by both of the Parties. None of the Parties are relying upon any other negotiations, discussions, or agreements in connection with the subject matter of this Agreement. This is a fully integrated Agreement.

The Parties agree that all actions or proceedings arising in connection with this MOU shall be tried and litigated exclusively in the Superior Court of California located in the County of Los Angeles, State of California.

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I have read and understand this Memorandum of Understanding and the information contained within.

CITY OF COVINA

AZUSA UNIFIED SCHOOL DISTRICT

Christopher Marcarello
City Manager

Arturo Ortega
District Superintendent

Date _____

Date _____

David Povero
Chief of Police

Adrian Greer
President, Governing Board

Date _____

Date _____