

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REDLANDS
AND
THE REDLANDS UNIFIED SCHOOL DISTRICT
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

This Memorandum of Understanding ("MOU") is made this day of July 1, 2024, by and between the City of Redlands ("City") and the Redlands Unified School District ("School District") for the School District's School Resource Officer Program (the "SRO Program"). The City and the School District are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

SECTION 1. PURPOSE OF MOU:

This MOU formalizes the relationship between the City, acting through its Police Department, and the School District to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our communities. The mission of the SRO Program is to improve the safety of students and staff at the selected schools and to reduce crime committed by juveniles and young adults. This MOU delineates the mission, organizational structure, and procedures of the SRO Program as a joint cooperative effort between the School District and the City.

SECTION 2. TERM:

The term of this MOU shall commence on July 1, 2024, and terminate on June 30, 2027, unless earlier terminated by a Party as provided for herein. The Parties may renew, extend, or modify this MOU only by separate written agreement, which must be executed by the Parties.

SECTION 3. MISSION, GOALS, AND OBJECTIVES:

The mission of the SRO Program is to improve the safety of students and staff at the selected schools and to reduce crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. These goals will be accomplished by assigning a law enforcement officer employed by the City (a "SRO") to the School District facilities on a full-time basis.

The SRO Program is designed to develop and enhance rapport between youth, police officers, school administrators, and parents. The goals of the SRO Program include:

1. Reduce incidents of school violence.
2. Maintain a safe and secure environment on school grounds.
3. Reduce criminal offenses committed by juveniles and young adults.
4. Establish rapport between the SRO and the student population.
5. Establish rapport between the SRO and parents, faculty, staff, and administrators.

Moreover, the SRO will establish a trusting channel of communication with students, parents, and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO can serve as a source of counseling for students and parents concerning problems they face as well as providing information on community resources available to them.

SECTION 4. CITY OBLIGATIONS:

The City's responsibilities hereunder are, in part, performed by the City's Police Department and will include, but not be limited to, the following:

1. Responding to all major criminal occurrences that occur on School District property and exercising law enforcement jurisdiction over such incidents; and
2. Assigning three (3) SROs to the designated School District campuses as mutually determined to allow for maximum efficiency in the use of resources and provision of services; and
3. Work cooperatively with the School District to make any needed adjustments to the SRO Program throughout the school year.

SECTION 5. SCHOOL DISTRICT OBLIGATIONS:

The School District's responsibilities will include, but not be limited to, the following:

1. Providing the SRO with a private, furnished office space at the assigned school campus that can be secured as is reasonably acceptable to the City. This shall include, but not be limited to, office furniture, office supplies, telephone and computer access and printer; and
2. Provide the SRO with opportunities to address students, teachers, administrators and parents about the SRO Program goals and objectives; and
3. Notify the SRO of suspected illegal activity as soon as possible; and
4. Work cooperatively with the Redlands Police Department to make any needed adjustments to the program during the school year; and
5. Conduct an orientation program to familiarize the SRO with school policies and procedures. Provide SROs with copies of all laws, rules and regulations regarding School District policies, including policies regarding access to confidential student records.

SECTION 6. SRO PROGRAM:

The SROs are, and will remain, full-time law enforcement officers and employees of the City. As such, they will be ultimately supervised, evaluated and directed by the Chief of the City's Police Department. SROs shall be responsible for carrying out all duties of a law enforcement officer and shall at all times remain under the control, through the chain of command, of the City's Police Department. Non-criminal student disciplinary matters shall remain the responsibility of the teachers and administrators, not the SRO. The SRO shall refrain from being involved in the enforcement of disciplinary rules.

1. The SROs shall be in uniform as directed by the City's Chief of Police and perform their duties when school is in session during the regular academic year which typically commences in August and ends in June.
2. SROs will maintain a high level of visibility on campus during the regular school day by attending school activities and other school and community programs.
3. Requests for the SROs services beyond regular school or work shift hours shall be made via the City's Police Department's chain of command. Written approval must be obtained prior to the SRO participating in afterschool events. The SRO may adjust his or her work schedule, with approval from his or her Police Department supervisor, in order to accommodate school activities and requests.
4. Reasonable attempts will be made to schedule in-service training in a manner that minimizes the SROs absence from school on an instructional day. The School District's applicable campus principal shall be notified whenever reasonably possible if the SRO has to be off campus during regular school hours in non-emergency situations.
5. Unless an exigent circumstance occurs, SRO duties shall not be backfilled by other law enforcement personnel due to unplanned absences. The applicable campus principal will be notified of all SRO absences.
6. SROs shall respond to emergency situations as directed by the City's Chief of Police or requested by a School District principal or staff.
7. SROs will be available to school personnel as an educational resource in understanding the application and enforcement of criminal laws.
8. SROs will act as liaisons with various community youth services agencies and work with school personnel on student referrals to these agencies.
9. The City reserves the right to temporarily remove an SRO in the event additional officers are needed during a critical need or natural disaster.

SECTION 7. FUNDING:

1. The City shall provide SRO's for services required by this MOU in accordance with the City's employment procedures and conditions.
2. The City's Chief of Police, in his sole discretion, shall determine the officers assigned to perform the services. The School District shall reimburse the City for personnel and vehicle costs up to the amount of one hundred eighty thousand dollars (\$180,000.00) per position, per fiscal year, for the duration of this Agreement, and such amount shall be pro-rated should this Agreement be terminated during a fiscal year. Any cost greater than one hundred eighty thousand dollars (\$180,000.00) per officer, per fiscal year will be the responsibility of the City.

SECTION 8. TERMINATION:

Either Party may terminate this MOU, with or without cause, upon ninety (90) days prior written notice to the other Party.

SECTION 9. NOTICES:

Any notice, consent or other communication in connection with this MOU shall be in writing and shall be delivered in person, by mail, or facsimile, addressed to the following:

Rachel Tolber, Chief of Police
Redlands Police Department
PO Box 1025
Redlands, CA 92373

Juan Cabral, Superintendent of Schools
Redlands Unified School District
20 W. Lugonia Avenue
Redlands, CA 92374

SECTION 10. GOOD FAITH:

The Parties shall cooperate in good faith in fulfilling the terms of this MOU. Unforeseen circumstances and questions will be resolved by negotiation between the Parties.

SECTION 11. DEFENSE AND INDEMNITY:

1. The City shall indemnify and hold harmless the School District and its elected officials, officers, employees and agents (collectively, the "School District Indemnified Parties"), from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of, in connection with or arising from (i) any breach, violation or non-performance by the City of any obligation contained in this Agreement to be observed or performed by the City, or (ii) any wrongful or negligent acts or omissions of the City or its elected officials, officers, employees and agents which relate to this Agreement and, in such circumstances, City shall defend the School District Indemnified Parties (in addition to providing indemnity). The City acknowledges and agrees that this defense and indemnity provision shall survive any termination of this Agreement.

2. The School District shall indemnify and save harmless the City and its elected officials, officers, employees and agents (collectively, the "City Indemnified Parties") from and against any and all Claims which they may incur or suffer or be put to by reason of or in connection with or arising from (i) any breach, violation or non-performance by the School District of any obligation contained in, or relating to, this Agreement to be observed or performed by the School District and (ii) any wrongful or negligent acts or omissions of the School District or its elected officials, officers, employees and agents which relate to this Agreement and which give rise to a tortious Claim against the City and, in such circumstances, the School District shall defend the City Indemnified Parties from such Claims (in addition to providing indemnity). The School District acknowledges and agrees that this defense and indemnity provision shall survive any termination of this Agreement.

SECTION 12. GOVERNING LAW:

This MOU is governed by and construed in accordance with the laws of the State of California.

This MOU has been agreed to by the Parties as evidenced by the authorized signatures below:

CITY OF REDLANDS

REDLANDS UNIFIED
SCHOOL DISTRICT

By: _____
Eddie Tejada, Mayor

By: _____
Juan Cabral,
Superintendent of Schools

ATTEST:

By: _____
Jeanne Donaldson, City Clerk