

MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



RESOLUTION - ACTION REQUESTED 2021-121

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve Agreement for One School Resource Officer Sheriff's Deputy Position

RECOMMENDATION AND JUSTIFICATION:

Ratify a 42-Month Agreement with the Mariposa County Unified School District (MCUSD) to Support One Full-Time School Resource Officer (SRO) Position.

Funding to support this position has been secured by Mariposa County Unified School District ("MCUSD") through the California Department of Justice, Division of Law Enforcement. California Healthcare, Research and Prevention Tobacco Tax Act of 2016 were approved by the voters as Proposition 56. The awarded grant has secured funding to support this position for three and a half years, ending December 31st, 2023.

The Mariposa County Sheriff's Office will assign one (1) sworn peace officer to serve as the SRO at Mariposa County schools. The SRO will be assigned to work across all schools of MCUSD, with a primary focus on Mariposa County High School ("MCHS") campus. The SRO will be uniformed and operate a marked patrol vehicle while on duty. The SRO will provide law enforcement services, security, tobacco education, mentoring and counseling of students for all MCUSD school sites and associated school events.

The filling of the Sheriff's School Resource Officer position is a priority interest to enhance school safety and fulfill public safety responsibilities.

This position will be represented by the DSA bargaining unit.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has previously supported this School Resource Officer position. This is a proactive approach to ensure our staff is appropriately supported.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the Sheriff's School Resource Officer Agreement with MCUSD, the Sheriff's Office will be unable to staff the position for school campuses, and the MCSO

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will forego an opportunity for salary and vehicle fuel/maintenance savings totaling \$468,271.00

FINANCIAL IMPACT:

No impact to the County General Fund. The School Resource Officer Sheriff Deputy position is funded through an awarded grant which will support this position.

ATTACHMENTS:

MOU for SRO July, 2020 -December 2023 - SIGNED FINAL (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

RES. NO. 21-121
AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES BETWEEN

Mariposa County Unified School District

&

The County of Mariposa

This Agreement is made by and between Mariposa County Unified School District (MCUSD) and the County of Mariposa, on behalf of the Mariposa County Sheriff's Office ("Department"), and replaces all prior agreements and understandings between MCUSD and the Department on the subject of school resource officers ("SRO") as is dated for reference purposes as of July 1, 2020, to be effective until December 31, 2023.

Recitals

- A. MCUSD and the Department desire to set forth the duties and responsibilities of the parties with respect to the SRO program.
- B. MCUSD and the Department desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and staff.
- C. MCUSD and the Department desire to promote positive relationships between the school, police, and the community.

MCUSD and the Department agree as follows:

1. **Term of Agreement.** This Agreement shall be effective upon ratification by Mariposa County Unified School District's Governing Board and approval by the Mariposa County Board of Supervisors, and shall cover services rendered from July 1, 2020 through December 31, 2023. This Agreement shall remain in effect, unless modified by mutual written agreement or terminated by either party with a minimum of sixty (60) days of written notice in advance.
2. **Scope of Service.** The Department agrees to assign one (1) sworn peace officer to serve as the SRO at Mariposa County schools. The SRO will be assigned to primarily work between all schools of Mariposa County Office of Education and Mariposa County Unified School District (MCUSD), with focus on Mariposa County High School ("MCHS") campus. The SRO will wear the regulation Department uniform and operate a marked Department patrol vehicle while on duty, unless otherwise authorized by a Department supervisor for a specific purpose. The SRO's duties shall include but not be limited to:
 - 2.1 SRO will provide law enforcement expertise to assist the school staff in maintaining campus safety at school sites. The SRO will additionally serve as a resource for professional development, with classroom instruction provided for certificated teachers, creating other presentations on gang awareness, substance abuse, tobacco, and/or other safety topics. The curriculum to be presented will be provided by or approved by MCUSD prior to use.

- 2.2 The SRO's investigation and questioning of students at school shall be limited to offenses related to operation during the school day or occurring at the school grounds or at school events.
- 2.3 The SRO will work to increase communication between law enforcement, students, school staff, and the community. The SRO will work to build positive working relationships with the school staff and parents.
- 2.4 The SRO will coordinate enforcement details targeting truancy with MCUSD administration and assist faculty and staff in the development of proactive truancy enforcement programs.
- 2.5 The SRO will participate in home visits to student truants along with outreach workers and monthly meetings of the Student Attendance Review Board (SARB) to coordinate with other truancy prevention related services.
- 2.6 With prior supervisor approval, the SRO will coordinate enforcement details with campus staff targeting students and problem areas involving vandalism, narcotics, tobacco, weapons on school grounds, fighting, loitering, etc. The SRO will work with staff and the surrounding business community to target problems on or off campus involving students.
- 2.7 The SRO will assist school staff with the development of yearly safety plan updates, practice drills and implementation of the school's safety plan.
- 2.8 The SRO may participate in the weekly school staff meeting and have weekly contact with school administrators.
- 2.9 The SRO will be available to assist staff with issues regarding mandated reporting and referrals to the Mariposa County Human Services Department.
- 2.10 The SRO will provide quarterly reports to MUCSD regarding the number of citations, home visits, student and parent contacts, staff and classroom presentations; the SRO will attend coalition meetings, and other related activities.
- 2.11 The SRO will establish consistent and uniform methods to recognize and support youth who contribute to their community, family, school and/or make a positive behavior change.
- 2.12 The SRO will establish or enhance a cross-age and peer education component for assistance during the delivery of various education programs at diminishing violence, crime, drug/alcohol/tobacco abuse.
- 2.13 The SRO may develop a family network for support (modeled after the neighborhood watch program for more effective in rural areas where houses may not be in close proximity) and neighborhood suppression programs as appropriate.

- 2.14 The SRO may pursue a substance abuse prevention/early intervention and violence reduction educational component for in-school suspensions.
- 2.15 The SRO may provide early group interventions for alcohol, drug and tobacco abuse and enhance and expand the family/adult/alcohol/drug/tobacco abuse consultation.
- 2.16 The SRO may institute community work days for all youth who have violated school policy, defaces property or have repeated tardiness and unexcused absences.
- 2.17 The SRO may implement mandatory family involvement for repeat youth offenders, potentially requiring a family member to attend class with the student.
- 2.18 The SRO may formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property. The SRO will develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug / tobacco abuse prevention education and shall provide these presentations at the request of MCUSD in accordance with the established curriculum.
- 2.19 The SRO encourages individual and small group discussions about law enforcement matters with students, faculty, community and parents.
- 2.20 The SRO may attend meetings of parent and faculty groups to solicit support and understanding of the School Resource Officer program for the school and to promote awareness of law enforcement functions on the campus and how it benefits not only the students but the local community.
- 2.21 The SRO may investigate alleged criminal law violations occurring in the school or on school property. The SRO may assist other law enforcement officers with outside investigations concerning student(s) attending the school to which the SRO is assigned.
- 2.22 The SRO may participate in the Parent-Teacher-Student Group Meetings and other applicable meetings. The SRO may with the Sheriff's approval and written scope of service by the school prior to the event assist in providing security for the school at school events or other special functions.
- 2.23 The SRO may establish a close public safety liaison with school principals, faculty, community and students assisting to prevent future juvenile delinquency.
- 2.24 The SRO may provide added security of the school campus such as foot patrols of the school campus, halls, lunch rooms, etc., ensuring a safe , secure and orderly learning environment for the community, students, teachers and staff.
- 2.25 The SRO may confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus.
- 2.26 The SRO may in his or her discretion, take law enforcement action as necessary.

2.27 The SRO may counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal, faculty or by the parent of the students.

2.28 The SRO may inform the students of their rights and responsibilities as lawful citizens. The SRO shall be available to answer questions and listen to concerns that students may have on juvenile law and justice.

2.29 The SRO shall be aware at all time of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.

2.30 The SRO may serve as a member of applicable student committees.

2.31 The SRO shall be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, social service agencies, etc. and may make referrals as appropriate.

2.32 The SRO shall reaffirm their roles as law enforcement officers by wearing their uniforms, unless doing so would be inappropriate for scheduled school activities. The uniform will be also worn at events where it will enhance the image of the officers and their abilities to perform the duties.

3. **Student Discipline.** The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus. The SRO will provide a quarterly report to MCUSD regarding the number of citations, home visits, student and parent contacts, and staff and classroom presentations. The SRO will attend coalition meetings, and provide athletic supervision, and other related activities.

4. **Hours of Employment.** The SRO will work full time, except for annual leave allowances, during the normal school year schedule. For purposes of this agreement, "normal school year schedule" means the dates and times when school is in regular session and during which students are required to attend. "Normal school year schedule" does not include vacation periods, including, but not limited to, observed holidays, winter break, spring break, and summer break. When school is not in regular session, the SRO will be assigned to the Mariposa County Sheriff's Department.

5. **Selection of Law Enforcement Personnel.** The Department will be responsible for selecting which Department employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available. MCUSD may provide input regarding the selection of the SRO.

6. **Program Criteria.** MCUSD and the Department will work collaboratively to be responsive to evolving school and law enforcement requirements.

7. **Training and Supervision.** The SRO shall receive his or her work assignments from the Department and shall be supervised in the performance of SRO duties by the Sheriff of Mariposa County or his or her designee. The Department shall be responsible

for training the SRO according to applicable law enforcement standards. The Superintendent of MCUSD or his or her designee will provide the Sheriff with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Sheriff or his or her designee.

8. **Employment.** The SRO is an employee of the Department, and is not an employee or agent of MCUSD. The SRO shall be subject to the administration, supervision, and control of the Department. The SRO shall be subject to all personnel policies and practices of the Department.

9. **Student Records.**

9.1. The parties agree that the SRO shall be deemed to be a "school official" for the performance of SRO duties on behalf of MCUSD. The SRO shall therefore be allowed access to student records, but MCUSD remains in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and any other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school, for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by MCUSD policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

9.2. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, MCUSD may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

9.3. Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offense.

10. **Law Enforcement Records and Juvenile Case File Information.** Pursuant to Welfare and Institutions Code sections 827, 828.1, and 828.3, certain law enforcement records, probation reports, any substance abuse records, and juvenile case file information may be provided to the MCUSD Superintendent or his or her designee. In addition to providing such information directly to MCUSD Superintendent, the SRO may provide such information to the principal of the school in which a minor student is enrolled and the principal shall be a designee of the Superintendent for the receipt of such information.

11. **Costs.** In exchange for the provision of SRO services, MCUSD shall pay the Department, a total not to exceed \$468,271 as follows:

11.1. One hundred percent (100%) of the SRO's salary and benefits, not to exceed \$462,271 (\$54,585 July 1, 2020 - December 31, 2020; \$65,462 January 1, 2021 - June 30, 2021, \$135,834 in 2021-22, \$140,928 in 2022-2023 and \$65,462 July 1, 2023 - December 31, 2023), as determined by the Mariposa County Board of Supervisors and subject to any approved increases. This amount shall be covered by the projected budget provided in the Tobacco Law Enforcement Grant Award.

11.2 The fuel and maintenance of the SRO's Department issued vehicle, a total not to exceed \$6,000 (\$1,000 in January 1 - June 30, 2021, \$2,000 in 2021-22, \$2,000 in 2022-2023 and \$1,000 in July 1 - December 31, 2023.)

11.3 MCUSD will reimburse directly to the Deputy, assigned as the SRO to MCUSD for any reimbursable travel conference expenditures, (in accordance with MCUSD travel rates, policies and procedures), which have been preapproved by MCUSD Educational Services Department.

11.4 The parties shall meet prior to the adoption of their respective budgets to discuss the anticipated amounts for the upcoming fiscal year in order to ensure each party allocates sufficient funds for the SRO position.

11.5 It is the intent of the parties that MCUSD shall only pay for the actual amount of time during which the SRO, or a replacement SRO provided by the Sheriff in his discretion, performs SRO duties.

11.6 Department shall invoice MCUSD quarterly for services rendered each quarter. Invoices shall be directed to the Educational Services Department.

12. **Feedback and Evaluation.** MCUSD and the Department agree on the importance of evaluating the SRO program. MCUSD and the Department will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.

13. **Discrimination.** Neither MCUSD nor the Department shall discriminate against any person in any way on the basis of race, religion, color, national origin, disability, marital status, age, sex, gender, gender identity, or sexual orientation.

14. **Indemnification.**

14.1 MCUSD shall indemnify, defend, and hold harmless the Department, its elected officials, officers, agents, and employees from and against any and all claims, losses, liabilities, or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of MCUSD, its officers, agents, employees, or anyone directly or indirectly acting on behalf of MCUSD.

14.2 The Department shall indemnify, defend, and hold harmless MCUSD, its officers, agents and employees from and against any and all claims, losses, liabilities or

damages, demands and actions. Including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Department, its elected officials, officers, agents, employees, or anyone directly or indirectly acting on behalf of the Department.

14.3 It is the intention of MCUSD and the Department that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its elected officials, officers, directors, agents, employees, volunteers, subcontractors, and governing board.

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

15. **Applicable Laws.** The Department shall provide the services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives.

16. **Amendments.** No modification, amendment, or addendum to this Agreement shall be valid unless it is set forth in writing and signed by the parties' authorized representatives.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between MCUSD and the Department regarding the subject matter of this agreement and supersedes all previous SRO agreements.

18. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California or applicable federal law, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.

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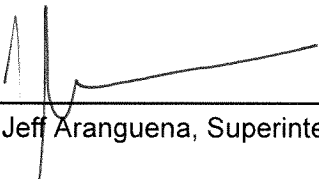
19. **Notices.** All notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To: Mariposa County Sheriff's Office
5099 Old Hwy N
PO Box 276
Mariposa, CA. 95338

To: Mariposa County Unified School District
5082 Old Hwy N
PO Box 8
Mariposa, CA. 95338

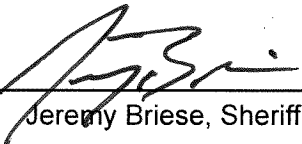
The parties have executed this Agreement on the date written below.

Mariposa County Office of Education and Mariposa County Unified School District

By: 
Jeff Aranguena, Superintendent

Date: 2.11.21

County of Mariposa, on behalf of the Mariposa County Sheriff's Office

By: 
Jeremy Briese, Sheriff

Date: 1/20/2021

APPROVED AS TO FORM:


STEVEN W. DAHLEM
COUNTY COUNSEL