



**AGREEMENT BETWEEN
MORGAN HILL UNIFIED SCHOOL DISTRICT
AND
THE CITY OF MORGAN HILL**

In consideration of the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. General

To provide School Resource Officer (SRO) services to Morgan Hill Unified School District for Fiscal Year 2016-2017 and Fiscal Year 2017-2018.

It is the goal of both organizations to create a successful working relationship with the hope of reducing criminal activity on the school campuses. Furthermore, we aim to provide mutual benefit to the School District and the community by maintaining school campuses as a safe place for students to learn and grow.

2. Duties

The Officer providing SRO services is assigned to the Police Department and will work closely with, and be available to, Morgan Hill Unified School District officials. School Administrators may provide specific direction for SRO activities as needed.

The SRO duties will consist of, but are not be limited to:

- a. The SRO will be a positive role model for the students to emulate. The officer will maintain a high level of visibility on the campuses by visiting home rooms at the invitation of teachers. The SRO will offer presentations on various topics such as bicycle safety, juvenile rights, child abuse, etc.
- b. The SRO will serve as a resource for facilitation of gang awareness and intervention as necessary for Live Oak and Sobrato High Schools.
- c. The SRO will perform selected enforcement. This may include enforcing violations of the Education Code, Penal Code, Vehicle Code, etc. Enforcement methods may include counseling and problem solving with the violators, parents and School Administration on a case-by-case basis.
- d. The SRO will assist School Administrators in developing guidelines for an ongoing cooperative SRO Program between the City of Morgan Hill and Morgan Hill Unified School District.
- e. The SRO may assist School Officials at meetings and other special events where the specific skills of an SRO may be useful. The SRO shall not be used for routine security at regularly scheduled extracurricular events unless circumstances so dictate.

- f. The SRO will maintain a liaison with other organizations, such as Juvenile Probation, the School Attendance Review Board, the Sentencing Alternative Program and various local-counseling services.
- g. The SRO will concentrate on the activities occurring on Morgan Hill Unified School District campuses within the City of Morgan Hill or as requested by School District Administration.

3. **Dress**

The SRO will normally wear the Department uniform of the day however; the officer may wear other appropriate clothing depending upon the activity in which the SRO is engaged.

4. **Schedule**

- a. The SRO will be available an average of 40 hours per week, normally between the hours of 7:30 a.m. through 4:30 p.m. on the days school is in session or on other days and times as may be required by prior arrangement between the School District and the Police Department.
- b. The police department will provide for coverage at Live Oak High School, Sobrato High School, and additional sites as needed by scheduling one School Resource Officers on a 9/80 schedule, which will include every other Monday or Friday off.
- c. The schedule should be flexible enough to allow the SRO, by mutual agreement, to participate in School or District activities, such as meetings and presentations. If the SRO has a necessary duty assignment related to employment with the Police Department, the officer shall give as much advance notice as possible to the School Administrator.
- d. The SRO shall be available to be called away from SRO duties in emergency situations as well as for department staffing shortages as directed by the Morgan Hill Police Department with notifications to the School Administrator as soon as practical.

5. **Payment to the City**

- a. The Morgan Hill Unified School District agrees to pay the City of Morgan Hill an annual contribution of **\$99,937.50** to help offset the cost of one School Resource Officer during Fiscal Year 2016-2017.

Beginning in the fiscal year starting in July 2017, Annual Payment shall be increased annually. The amount of increase shall be the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce for the 12-month period ending in the third quarter of the prior fiscal year. This percentage change shall be determined using the latest data available as of May 1 of the preceding fiscal year compared with the annual average value of the same deflator for the 12-month period ending in the third quarter of the second preceding year, as reported by the State Department of Finance. The Parties' intention is to align the annual increases to the cost of living adjustment provided to schools as defined in California Education Code Section 42238.1

- b. Payment will be made to the City of Morgan Hill in four (4) equal quarterly payments each year for the term of the contract.

6. Insurance and Indemnification Requirements

- a. The City of Morgan Hill and the Morgan Hill Unified School District agree to be individually responsible for providing their own insurance coverage for any and all claims or suits as a result of bodily injury, property damage, errors and omissions or personal injury arising out of the performance of this Agreement.
- b. The City and School District agree to waive any and all rights that they may have under Government Code Sections 895.4 and 895.6 for contribution or indemnification of any liability arising out of the performance of this Agreement.
- c. The City and the School District agree to protect and hold harmless each other for injury or death of any person, or damage to equipment of either entity caused solely by the action of either party, individually under this Agreement. The City will assume all the liability for City equipment and personnel used within the scope of this Agreement and the School District will assume all liability for the School District equipment and personnel used within the scope of this Agreement.

7. Termination.

The City and School District shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days' written notice.

8. Entire Agreement

This Agreement represents the entire agreement between the City of Morgan Hill and the Morgan Hill Unified School District. All prior or contemporaneous oral or written agreements by and between the parties and their agents and representatives with respect to the matters contained in this Agreement are revoked and extinguished by this Agreement.

CITY OF MORGAN HILL

By: _____

Printed Name: Steve Rymer
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Printed Name: _____
City Attorney

Date: _____

MORGAN HILL UNIFIED SCHOOL DISTRICT

By: 

Printed Name: Steve Betando
Superintendent

Date: 8/16/2016

ATTEST:

By: _____

Printed Name: _____