



# City of Palo Alto

## City Council Staff Report

(ID # 9268)

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**Report Type: Consent Calendar**

**Meeting Date: 8/13/2018**

**Summary Title: Agreement with PAUSD Regarding School Resource Officers**

**Title: Approval of the Agreement Between the City of Palo Alto and the Palo Alto Unified School District for School Resource Officer Services and Shared Funding of the Positions in the Form of Reimbursable Payment (Revenue) to the City, up to \$200,000 in FY19 and \$250,000 in FY20**

**From: City Manager**

**Lead Department: Police**

### **Recommendation**

Staff recommends the City Council approve an agreement between the City of Palo Alto and the Palo Alto Unified School District (PAUSD) for PAUSD to reimburse the City for the cost of half of two School Resource Officer (SRO) positions up to \$200,000 in Fiscal Year (FY) 2019 and up to \$250,000 in FY 2020.

### **Background**

School Resource Officers (SROs) are fully sworn Palo Alto Police Department (PAPD) officers and work closely with the Palo Alto Unified School District (PAUSD) administrators in an effort to create a safer environment for both students and staff. PAPD has provided a School Resource Officer to PAUSD campuses for over twenty years. Providing SRO services to schools has become the industry norm as police departments are obligated to respond to school-generated calls for service. Having a regular SRO presence improves working relationships with school staff and enhances school safety efforts.

Since FY 2014, the Police Department has dedicated a second SRO position to assist with the implementation of the District's "Safety Enhancement Project." In 2017, PAUSD requested to expand the scope of services provided by the City to include assisting the District in meeting their statutory requirements of the California Education Code, Title IX, and other applicable state laws related to health and confidentiality/privacy in sexual misconduct and related matters.

During the process of updating the attached contract, the previous agreement between the City of Palo Alto and PAUSD expired on June 30, 2017. While the new contract between the City of Palo and PAUSD was being updated, the SROs continued their regular SRO responsibilities

within PAUSD schools and PAUSD continued to reimburse the City of Palo Alto under the terms of the previous agreement.

The attached contract formally memorializes the agreement for increased reimbursement and reflects an updated scope of services between the City of Palo Alto and PAUSD. Currently, both SRO positions are staffed and working in PAUSD schools.

### **Discussion**

Since 2014, the SROs have assisted PAUSD with the implementation of their “Safety Enhancement Project” in addition to their regular SRO responsibilities. Continued SRO participation with the District and the project will include, but is not limited to, Parent Project recruitment and facilitation; Emergency Preparedness training to schools within the District; responding to calls for service; teaching classes; handling truancy issues; complying with legal reporting requirements; and conducting proactive policing on campuses.

### **Resource Impact**

The agreement between the City and PAUSD will be effective following City Council approval through June 2019, with the option to extend for up to one year through June 2020. The FY 2019 Police Department Operating Budget includes a \$200,000 revenue estimate for reimbursements from PAUSD and 2.0 FTE SRO positions. The anticipated reimbursement for FY 2020 is \$250,000 if the contract is extended. The average annual salary and benefits costs for an SRO are \$262,000 in FY 2019 and are anticipated at \$280,000 in FY 2020.

### **Policy implications**

This agreement will result in no policy impact.

### **Environmental Review**

This is not a project under the California Environmental Quality Act (CEQA).

### **Attachments:**

- ATTACHMENT A - AGREEMENT WITH PAUSD

CITY OF PALO ALTO CONTRACT NO. \_\_\_\_\_

**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND THE PALO ALTO  
UNIFIED SCHOOL DISTRICT**

**FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this \_\_\_\_\_ day of August 2018 (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and the Palo Alto Unified School District, a unified school district, located at 25 Churchill Avenue, Palo Alto, CA 94306-1099 (“PAUSD”).

**RECITALS**

The following recitals are a substantive portion of this Agreement:

- A. PAUSD intends to provide increased safety at its public schools by utilizing two Palo Alto Police Department School Resource Officers for its Project (“Safety Enhancement Project”) and desires to engage the City to provide two such officers in connection with the Project (“Services”).
- B. CITY and PALO ALTO POLICE DEPARTMENT (“PAPD”) represent that its School Resource Officers have the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.
- C. PAUSD in reliance on these representations desires to engage CITY to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

**AGREEMENT**

**SECTION 1. SCOPE OF SERVICES.** CITY shall perform the Services described in Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of both parties.

**SECTION 2. TERM.** The term of this Agreement shall be from the date of its full execution through June 30, 2019, with the option to extend for up to 1 year until June 30, 2020, unless terminated earlier pursuant to Section 15 of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CITY in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CITY.

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**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CITY for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed the cost of half of two officers, equivalent to one FTE as follows:

July 1, 2018 – June 30, 2019 (FY 19) – 50% of two officers / amount shall not exceed \$200,000

July 1, 2019 – June 30, 2020 (FY 20) – 50% of two officers / amount shall not exceed \$250,000

CITY shall not receive any compensation for Additional Services performed without the prior written authorization of PAUSD. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A".

**SECTION 5. INVOICES.** In order to request payment, CITY shall submit by June 1, 2018, invoices to the PAUSD describing the services performed and the applicable charges (including an identification of personnel who performed the services, hourly rates, and reimbursable expenses). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CITY'S payment requests shall be subject to verification by PAUSD. CITY shall send all invoices to the PAUSD address specified in Section 16 below. PAUSD will process and pay invoices within thirty (30) days of receipt.

**SECTION 6. QUALIFICATIONS/STANDARD OF CARE.** All of the Services shall be performed by CITY or under CITY's supervision. CITY represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CITY represents that it, its employees and sub consultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CITY under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

CITY shall retain control over supervision, wages, and other terms and conditions of employment of the officers providing the Services under this Agreement. The parties acknowledge that such officers are held to the requirements of the law and CITY policies and procedures. PAUSD agrees that it shall not have authority to direct the officers' law enforcement activity. PAUSD shall assist CITY with evaluation of the officers, however, the CITY shall have the responsibility to evaluate, manage, and supervise the officers. PAUSD will immediately notify CITY of any concerns regarding such activity.

**SECTION 7. COMPLIANCE WITH LAWS.** CITY shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CITY shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

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**SECTION 8. INDEPENDENT CONTRACTOR.** It is understood and agreed that in performing the Services under this Agreement CITY, and any person employed by or contracted with CITY to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the PAUSD.

**SECTION 9. ASSIGNMENT.** The parties agree that the expertise and experience of CITY are material considerations for this Agreement. CITY shall not assign or transfer any interest in this Agreement nor the performance of any of CITY's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

**SECTION 10. SUBCONTRACTING.**

**No Subcontractor:** CITY shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

**SECTION 11. PROJECT MANAGEMENT.** CITY will assign the Police Department Investigative Services Division Commander as the Project Manager to have managerial responsibility for the performance, progress, and execution of the Services and as the project liaison to represent CITY. If circumstances cause the substitution of the project manager, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the PAUSD's project manager. CITY shall review any request made by PAUSD to remove CITY personnel who PAUSD finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property. The day-to-day supervision of the services will be handled by the Investigative Services Division Supervisor as assigned by the Project Manager.

The PAUSD's project manager is Yolanda Conaway, Assistant Superintendent of Strategic Initiatives and Operations, Palo Alto Unified School District, Palo Alto, CA 94306. PAUSD's project manager will be CITY's point of contact with respect to performance, progress and execution of the Services. PAUSD may designate an alternate project manager from time to time.

**SECTION 12. INDEMNITY.**

121. The CITY shall protect, indemnify, defend, and hold harmless the PAUSD, its employees, agents, and Board members from and against any demands, claims, liability, or expense on account of suits, verdicts, judgments, costs or claims of any nature or kind arising out of, or in any way connected with, the CITY'S performance or nonperformance under this Agreement, including the CITY'S operations on, use, management, alteration or control of the PAUSD's property under this Agreement except for any claims or liability, or portions thereof, arising from the concurrent or sole negligence or intentional malfeasance of the PAUSD, its directors, officers, employees or agents.
122. PAUSD shall protect, indemnify, defend, and hold harmless the CITY, its employees, agents, and elected officials from and against any demands, claims, liability, or expense on

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account of suits, verdicts, judgments, costs or claims of any nature or kind arising out of, or in any way connected with, the PAUSD's performance or nonperformance under this Agreement, including the PAUSD's operations on, use, management, alteration or control of the PAUSD's property under this Agreement except for any claims or liability, or portions thereof, arising from the concurrent or sole negligence or intentional malfeasance of the CITY, its directors, officers, employees or agents.

**SECTION 13. WAIVERS.** The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

**SECTION 14. INSURANCE.**

- 14.1. PAUSD, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "B". PAUSD and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability policy or policies.
- 14.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. All contractors of CITY retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.
- 14.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to PAUSD, PAUSD shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the PAUSD's receipt of such notice. PAUSD shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager during the entire term of this Agreement.
- 14.4. The procuring of such required policy or policies of insurance will not be construed to limit PAUSD's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, PAUSD will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

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- 14.5. The CITY, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "B". The CITY and its contractors, if any, shall obtain a policy endorsement naming PAUSD as an additional insured under any general liability policy or policies. The CITY may self-insure to meet the requirement specified in this Section 14.
  - 14.6. Certificates evidencing such insurance shall be filed with PAUSD concurrently with the execution of this Agreement. The certificates will be subject to the approval of PAUSD's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CITY, CITY shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CITY's receipt of such notice. CITY shall be responsible for ensuring that current certificates evidencing the insurance are provided to PAUSD's Purchasing Manager during the entire term of this Agreement.

**SECTION 15. TERMINATION OF SUSPENSION OF AGREEMENT OR SERVICES.**

- 15.1. Either party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice thereof to the other party. Upon receipt of such notice, CITY will immediately discontinue its performance of the Services.
- 15.2. Upon such suspension or termination by either party, CITY will be paid for the Services rendered or materials delivered to PAUSD in accordance with the scope of services on or before the effective date (i.e., 30 days after giving notice) of suspension or termination. The following Sections will survive any expiration or termination of this Agreement: 12, 15.2, 16 and 21.
- 15.3. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

**SECTION 16. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows;

To CITY:  
ATTN: Office of the City Clerk City of Palo Alto  
Post Office Box 10250  
Palo Alto, CA 94303  
With a copy to the City of Palo Alto Purchasing Manager

To PAUSD:  
ATTN: Yolanda Conaway, Assistant Superintendent of Strategic Initiatives and Operations.

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25 Churchill Avenue  
Palo Alto, CA 94306-1099

**SECTION 17. CONFLICT OF INTEREST.**

- 17.1. In accepting this Agreement, PAUSD covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.
- 17.2. Both parties certify that they will comply with all laws applicable to governmental agencies and related conflicts of interest.
- 17.3. If the Project Manager determines that PAUSD is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, PAUSD shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

**SECTION 18. NONDISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, PAUSD certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. PAUSD acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

**SECTION 19. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE.** PAUSD shall comply with the City's Environmentally Preferred Purchasing policies, which are available at the City's Purchasing Department, incorporated by reference and may be amended from time to time. PAUSD shall comply with waste reduction, reuse, recycling and disposal requirements of the City's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, PAUSD shall comply with the following zero waste requirements:

- All printed materials provided by PAUSD to City generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by the City's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable-based inks.
- Goods purchased by PAUSD on behalf of the City shall be purchased in accordance with the City's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Office.



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- Reusable/returnable pallets shall be taken back by the PAUSD, at no additional cost to the City, for reuse or recycling. PAUSD shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 20. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. It is further subject to the fiscal provisions of the PAUSD's appropriations process. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

**SECTION 21. MISCELLANEOUS PROVISIONS.**

- 21.1. This Agreement will be governed by the laws of the State of California.
- 21.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.
- 21.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.
- 21.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.
- 21.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.
- 21.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.
- 21.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.
- 21.8. If, pursuant to this contract with PAUSD, City shares with PAUSD personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), PAUSD shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon

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learning that there has been a breach in the security of the system or in the security of the Personal Information. PAUSD shall not use Personal Information for direct marketing purposes without City's express written consent. Similarly, the CITY shall maintain reasonable and appropriate security procedures to protect personal information pertaining to PAUSD students.

21.9. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

21.10. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

**IN WITNESS WHEREOF**, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

**Signatures of the Parties**

**For PALO ALTO UNIFIED SCHOOL DISTRICT:**

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Date

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Date

**For CITY OF PALO ALTO:**

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Purchasing Manager Date

Police Department Representative Date

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**Attachments:**

EXHIBIT "A": SCOPE OF WORK

EXHIBIT "B": INSURANCE REQUIREMENTS

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## EXHIBIT "A"

### SCOPE OF SERVICES

The PAPD/PAUSD School Resource Officer shall perform the following services:

- A. **Parent Project.** The School Resource Officer (SRO) shall facilitate management of the Parent Project. The SRO shall recruit and register parents for the English and Spanish Parent Project classes; update / maintain Parent Project official website; Facilitate Two 12-week English classes; and Facilitate One-Two 12-week Spanish classes.
- B. **Emergency Preparedness.** The School Resource Officer (SRO) shall provide training to public and certain private schools; Meet with District Office Risk Manager and school administrators who serve as regular members of the Emergency Preparedness and Safety Team; schedule and provide Emergency Preparedness training to District staff; schedule, prepare, and evaluate Drills; and respond to school to provide Site- Security Walkthroughs and recommendations to the District Emergency and Safety Team.
- C. **Calls for Service.** On-duty patrol officers will be the primary responders for any emergency or exigent call for service generated by PAUSD. The School Resource Officer (SRO) at the direction of the Investigative Services Division Supervisor may respond to calls for service and complete reports / make arrests / citations per incident; provide criminal legal advice to school administrators in their official capacities; and speak to truant or offending students. If the School Resource Officer (SRO) is unable to respond to a call for service, PAPD will make an effort to ensure that the responder has been instructed/trained with regard to all provisions contained in this agreement and its exhibits, including but not limited to all protocols contained therein.
- D. **C.O.R.E-Type Requests.** The School Resource Officer (SRO) shall teach classes as requested; appear on multidisciplinary panels; attend career fairs; and attend Exit Interviews (held at JLS Middle School). Events occurring outside of school hours may be mutually agreed upon to be considered part of the base duties of the SRO, however, hours and schedules will be adjusted at the direction of the Investigative Services Division Supervisor. The CITY retains the right to make necessary staffing adjustments as necessary.
- E. **Truancy Issues.** The School Resource Officer (SRO) shall assist the PAUSD resolve truancy issues, including by attending Student Attendance Review Board (SARB) meetings, and Truancy Mediation Meetings with District Attorney; other duties may include providing information on criminal consequences of truancy; issue criminal citations in certain cases; meeting with parents of habitual truants; and completing home visits / welfare checks of truant students.

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- F. **Comply With Legal Reporting Requirements.** The School Resource Officer (SRO) shall comply with legal reporting requirements, including completing the Monthly Report on the Detention of Minors form for the California Board of State and Community Corrections, and completing the Annual Survey of Law Enforcement Facilities.
- G. **School "Office Hours".** The School Resource Officer (SRO) will be available during school hours. The SRO shall be proactive in policing on school campuses; work with school Campus Security Officers; work with school administrators regarding school happenings; interact with kids of all campuses during brunch, lunch, free play, etc.; attend after-suspension, school intake hearings; and assist with First Aid.
- H. **Juvenile Training to New Officers.** The School Resource Officer (SRO) shall provide training regarding juvenile issues to new officers.
- I. **Protocols for Involuntary Psychiatric Holds.** The School Resource Officer (SRO) when feasible may transport a student for a psychiatric evaluation when the student, as a result of a mental disorder, meets the criteria of Welfare and Institutions Code section 5150 and is determined to a danger to self or others or is gravely disabled. PAPD shall provide all necessary training to its officers, including SROs, regarding assessing, determining the need, reporting, and transporting a student for an involuntary psychiatric hold, including but not limited to the specific persons and agencies to contact prior to, during, and/or upon completion of transport of the student to the applicable medical facility.
- J. **Use of Mechanical Restraints during Transport.** As required by PAPD policy, the School Resource Officer (SRO) or the responding officer shall use mechanical restraints on a student being transported to a medical facility, but the SRO or the responding officer will make an effort, when possible, to do so out of view of other students. When possible, school officials or administrators will provide a location out of view of other students where the officer may apply the mechanical restraints.
- K. **Searching Students on School Grounds.** The School Resource Officer (SRO) or the responding officer shall notify the school principal or designee before the officer conducts a search of a student's person, possession, locker, or other shared property. The only exception to this requirement is if there is a real and immediate physical threat to the officer, student, staff or public safety. When feasible, all searches and pat downs that take place at school should happen outside the view of other youth (unless emergency situations make it impossible), to maintain the student's privacy and to decrease public embarrassment, humiliation, and any other future stigmatization and discrimination against the student(s) involved. When possible, the school officials or administrators will provide a location out of view of other students where the officer may conduct the search.
- L. **Confidentiality With Regard to Reports to Child Protective Services.** Reports to Child Protective Services and the information contained therein are confidential and shall not be revealed except as provided by law (to make the report to Child Protective Services or to notify the designated school administrator.)

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M. **Cooperation regarding Sexual Misconduct and Related Matters.** The following sets forth the guidelines for cooperation between the PAUSD and the PAPD, collectively referred to herein as the “Parties,” related to sexual misconduct investigations. These guidelines operate in addition to the foregoing Services outlined in this Agreement between the CITY and the PAUSD.

**1. Background:**

PAUSD is committed to a working and learning environment free from sexual harassment and sexual violence, including sexual assault, sexual battery, and sexual coercion (collectively, “sexual misconduct”). Sexual misconduct is not tolerated. It corrupts the integrity of the educational process and work environment, and it violates the core mission and values of the PAUSD.

Sexual misconduct in the educational or work setting may constitute sex discrimination prohibited by federal and state anti-discrimination laws, including Title IX of the Education Amendments of 1972 (“Title IX”), Title VII of the Civil Rights Act, California’s Fair Employment and Housing Act, and the California Education Code. In addition, some forms of sexual misconduct violate the criminal laws of the State of California.

**2. Purpose:**

Because sexual misconduct may constitute a violation of state and federal law, the criminal laws of California, and PAUSD Board policies and administrative regulations, it is important for the PAUSD to clarify its working relationship with the PAPD to ensure an effective, prompt, coordinated, and fair response to sexual misconduct.

The Parties will work together collaboratively and effectively when sexual misconduct is reported. The Parties recognize that they each have different obligations under state and federal law, and it is important to respect those differences.

The purpose of this MOU is to coordinate PAUSD and PAPD processes in response to reported sexual misconduct and increase collaboration between the agencies when such matters arise. In addition, this MOU is written to build an understanding between the agencies regarding their respective responsibilities and promote compliance with the numerous state and federal laws that provide specific requirements for the PAUSD related to sexual misconduct, including the statutory requirements of the California Education Code, Title IX, as well as the California Penal Code and applicable state laws related to health and confidentiality/privacy.

**3. Term:**

Representatives of the signing agencies will review and update this MOU when necessary based upon changes in applicable law, policies and/or regulations.

**4. Agreement:**

- i An investigation conducted by the PAPD is a separate investigation from PAUSD’s Title IX investigation. Investigations may proceed on parallel paths, and involve different professional and legal obligations under federal

and state law. PAUSD will not directly or indirectly discourage (or, alternatively, require) individuals from making a criminal complaint. Similarly, the PAPP will not directly or indirectly discourage (or, alternatively, require) individuals from pursuing a Title IX investigation or seeking District disciplinary action.

- ii. To the extent practicable, investigations shall be conducted in a manner that minimizes duplicative interviews and maximizes efficiency of the Parties' resources.
- iii. The Parties will each identify a point of contact for the other with respect to this MOU:

| <u>PAUSD</u>   | <u>PAPP</u>  |
|--|--|
| <p>Megan Farrell</p> <p>District Compliance Officer/Title IX Coordinator</p> <p>(650) 833-4248</p> | <p>Persons/Crimes Supervisor</p> <p>(650) 392-2140</p> |

- iv. Unless otherwise agreed to, any information sharing between the Parties described in this MOU will flow between these points of contact. The Parties agree to share a contact list with their point of contact for implementation of this MOU, and to notify the Parties of any changes to their points of contact as soon as practicable.
- v. The Parties will comply with applicable law and guidance regarding anonymous and confidential reporting of sexual misconduct, including when, how, and what information can or must be disclosed to local law enforcement officials or designated District officials. The Parties agree that if an alleged victim requests confidentiality regarding a reportable incident, the Parties will take all reasonable steps to comply with the request or inform the reporting individual when the Parties cannot ensure confidentiality.

**5. Responsibilities of PAPP:**

- i. PAPP will share information with PAUSD related to instances of sexual violence, such as sexual assault or sexual battery, that occurs within the

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PAPD's jurisdiction, in accordance with California law and as appropriate given the particular circumstances.

- ii. The PAPD will respond to calls for service by PAUSD related to the investigation of sexual misconduct.
- iii. The PAPD's investigation will not take the place of a District Title IX investigation.
- iv. During the normal course and scope of their work, the PAPD will follow the check-in procedures outlined in District Board Policy/Administrative Regulation ("BP/AR") 5145.11 when arriving on school premises to question and/or apprehend students. In situations involving exigent or unique circumstances, the PAPD will follow the check-in procedures when practical or reasonable based on the circumstances. Pursuant to applicable state law, prior to conducting a student interview, the PAPD officer will provide the principal or designee his/her identity, his/her official capacity, and the legal authority under which the interview is to be conducted. The PAPD will advise minors of their right to have a representative, which includes a District representative, appear at the interview with them. Upon the student's request for a District representative, the PAPD officer will include PAUSD representative in the interview. The student's parent/guardian shall be notified by the school site principal or designee as soon as practicable when the student is questioned, and immediately when the student is taken into the custody of law enforcement, except in cases of suspected child abuse, pursuant to BP/AR 5145.11.
- v. Upon receiving information that a criminal restraining order has been violated, the PAPD will confirm the existence and the terms of the restraining order and take any appropriate action to address the violation. The PAPD will also inform PAUSD's Point of Contact (identified above) as allowable by law of the reported violation so that PAUSD may take any appropriate action.
- vi. In an effort to increase interagency awareness of responsibilities of the respective agencies and to coordinate interagency processes, the PAPD agrees to participate with PAUSD in interagency training of District staff. Such training shall discuss each agencies legal mandates, procedures and investigatory processes as they relate to sexual misconduct.

**6. Responsibilities of PAUSD:**

- i. In an effort to increase interagency awareness of responsibilities of the respective agencies and to coordinate interagency processes, PAUSD agrees to provide training to the PAPD/District School Resource Officer ("SRO") and other designated PAPD officers on PAUSD's Title IX



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obligations, policies, strategies and best practices for responding to reports of sexual misconduct in a trauma-informed manner.

- ii. PAUSD will notify all reporting parties of the right to file a civil or criminal complaint. The decision to file a civil or criminal complaint rests solely with the complainant, unless a California mandated reporting is required based upon the victim's classification (e.g., minor, dependent adult, etc.).
- iii. PAUSD will annually provide the PAPD with copies of the following policies:
  - 1) Sexual Harassment policies (which include sexual violence);
  - 2) Uniform Complaint Procedures; and
  - 3) BP/AR 5145.11.
- iv. Prior to contacting a respondent regarding a complaint that PAUSD has been informed is under investigation by the PAPD, PAUSD and/or PAUSD's Title IX Coordinator will first contact the PAPD. The PAPD is also aware that PAUSD must complete its Title IX investigation promptly within a reasonable timeframe (e.g. 60 calendar days or less), and it agrees to coordinate with PAUSD to meet that obligation.
- v. PAUSD will provide training to staff regarding the appropriate procedures to follow when the PAPD enters school premises to question and/or apprehend students, as outlined in BP/AR 5145.11. In addition to obtaining the PAPD officer's identity, his/her official capacity, and the legal authority under which the interview is to be conducted pursuant to applicable state law, the site staff will also immediately inform PAUSD's Point of Contact (identified above) in writing of the PAPD's presence on site and any information gathered from the PAPD officer.
- vi. PAUSD acknowledges its duty to comply with protective orders and is committed to implementing such orders while ensuring the rights of all students to access education. PAUSD will work with the protected student and the students' parent/guardian to create a plan for implementation of the protective order and provide information about reporting violations of the protective order.
- vii. PAUSD, by and through PAUSD's Point of Contact (identified above), will ensure that information related to the protective orders is effectively communicated between school site staff and PAPD officers. PAUSD will provide its staff and the PAPD with copies of its policy or protocols on implementation of protective orders.
- viii. Upon receiving information that a protective order has been issued, PAUSD will follow the following procedures:

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- 1) Notify PAUSD's **Point of Contact (identified above)** and provide a copy of the protective order;
  - 2) Notify the parties subject to the protective order;
  - 3) Work with the protected and restrained student and the student's parent/guardian to create a plan for implementation of the protective order, regardless of whether the restrained individual is a student at the same school;
  - 4) If the restrained individual is not a student at the same school, PAUSD will focus on how to restrict that individual's access to the school according to the protective order and how to support the students travels to and from school;
  - 5) If the restrained individual is a student at the same school, PAUSD will work to make changes to the students' schedule(s), participation, or environment in order to comply with the protective order.
  - 6) If the protective order raises concerns that would warrant a sufficient risk to other students and/or staff, PAUSD will notify the PAPD, administrators, and/or PAUSD community to the extent allowed by applicable state and federal law;
  - 7) Upon receiving information that a protective order has been violated in a way that implicates a safety risk, PAUSD will promptly notify the PAPD of the reported violation, as well as the parties subject to the protective order.

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**EXHIBIT "B"**

**INSURANCE REQUIREMENTS**

Palo Alto Unified School District (PAUSD), AT THEIR SOLE EXPENSE. SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A:-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS. AS SPECIFIED,

BELOW:

**ADMINISTRATOR:** LICENSE # **0451271**  
Keenan & Associates  
1740 Technology Drive, Suite 300  
San Jose, CA 95110  
  
408-441-0754  
www.keenan.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

**COVERED PARTY:**  
Palo Alto Unified School District  
25 Churchill Avenue  
Palo Alto CA 94306

**ENTITIES AFFORDING COVERAGE:**  
  
ENTITY A: Northern California ReLIEF  
ENTITY B: Protected Insurance Program for Schools  
ENTITY C:  
ENTITY D:  
ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

| ENT LTR | TYPE OF COVERAGE  | COVERAGE DOCUMENTS | EFFECTIVE/ EXPIRATION DATE | MEMBER RETAINED LIMIT / DEDUCTIBLE | LIMITS  |
|---------|---|--------------------|----------------------------|------------------------------------|---|
| A       | <b>GENERAL LIABILITY</b><br>[ <input checked="" type="checkbox"/> GENERAL LIABILITY<br>[ <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE<br>[ <input checked="" type="checkbox"/> GOVERNMENT CODES<br>[ <input checked="" type="checkbox"/> ERRORS & OMISSIONS<br>[ ]         | NCR 01705-17       | 7/1/2018<br>7/1/2019       | \$ 50,000                          | COMBINED SINGLE LIMIT EACH OCCURRENCE<br>\$ 1,000,000   |
| A       | <b>AUTOMOBILE LIABILITY</b><br>[ <input checked="" type="checkbox"/> ANY AUTO<br>[ <input checked="" type="checkbox"/> HIRED AUTO<br>[ <input checked="" type="checkbox"/> NON-OWNED AUTO<br>[ <input checked="" type="checkbox"/> GARAGE LIABILITY<br>[ <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE | NCR 01705-17       | 7/1/2018<br>7/1/2019       | \$ 50,000                          | COMBINED SINGLE LIMIT EACH OCCURRENCE<br>\$ 1,000,000   |
| A       | <b>PROPERTY</b><br>[ <input checked="" type="checkbox"/> ALL RISK<br>[ <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD<br>[ ] BUILDER'S RISK  | NCR 01705-17       | 7/1/2018<br>7/1/2019       | \$ 50,000                          | \$ 250,250,000<br>EACH OCCURRENCE   |
| A       | <b>STUDENT PROFESSIONAL LIABILITY</b>   | NCR 01705-17       | 7/1/2018<br>7/1/2019       | \$ 50,000                          | \$ Included<br>EACH OCCURRENCE  |
| B       | <b>WORKERS COMPENSATION</b><br>[ <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY   | PIPS7839           | 7/1/2018<br>7/1/2019       | \$                                 | [ ] WC STATUTORY LIMITS [ <input checked="" type="checkbox"/> OTHER<br>\$ 1,000,000<br>E.L. EACH ACCIDENT |
|         | <b>EXCESS WORKERS COMPENSATION</b><br>[ ] EMPLOYERS' LIABILITY  |                    |                            | \$                                 | \$ 1,000,000<br>E.L. DISEASE - EACH EMPLOYEE<br>\$ 1,000,000<br>E.L. DISEASE - POLICY LIMITS              |
|         | <b>OTHER</b>  |                    |                            | \$<br>\$                           |   |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
Proof of coverage only.

**CERTIFICATE HOLDER:**  
Palo Alto Unified School District

**CANCELLATION.....**SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

  
John Stephens  
AUTHORIZED REPRESENTATIVE