

MEMORANDUM OF UNDERSTANDING

Between

**Tahoe Truckee Unified School District & the Town of Truckee
School Resource Officer
FY 2023-2025**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the Tahoe Truckee Unified School District (hereinafter referred to as “TTUSD”) and the Town of Truckee (hereinafter referred to as “Town”).

WHEREAS, the Tahoe Truckee Unified School District and the Town of Truckee, acting through its Police Department (hereinafter referred to as “TPD”) desire to set forth in this Memorandum of Understanding (“MOU”) the specific terms and conditions of the services to be performed and provided by Town’s School Resource Officer (hereinafter referred to as “SRO”) in the Tahoe Truckee Unified School District.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Goals & Objectives: It is understood and agreed that TTUSD and Town officials share the following goals and objectives with regard to the SRO Program in the school district:

- a. To foster, educational programs and activities that will increase students’ knowledge of and respect for the law and the function of law enforcement agencies;
- b. To encourage the SRO to attend extra-curricular activities held at schools such as parent meetings, athletic events and concerts as well as other district-wide activities;
- c. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at schools such as: Disorderly conduct by trespassers, the possession and use of deadly weapons on campus, the illegal sales and/or distribution of controlled substances, and riots;
- d. To report serious crimes that occur on campus and to cooperate with law enforcement officials in their investigation of crimes that occur at schools;
- e. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus;
- f. To assist at school crossings with traffic control issues when deemed necessary for the safety and protection of students and the general public when a regular patrol officer or a crossing guard is not available.

II. Basic Qualifications of School Resource Officers (SRO)

To be an SRO an officer must first meet all of the following basic qualifications:

- a. An SRO shall be a Town employed police officer with a minimum of two [2] years of law enforcement experience;
- b. Shall possess sufficient knowledge of the applicable federal and state laws, city and county ordinances, and TTUSD policies and regulations;
- c. Shall be capable of conducting in-depth criminal investigations;
- d. Shall possess an even temperament and set a good example for students;
- e. Shall possess communication skills which would enable the officer to function effectively within the school environment.

III. Duties of School Resource Officers (SRO)

- a. The SRO shall coordinate all of his/her activities with the Truckee High School principal or designee and will seek permission, advice and guidance prior to enacting any program within TTUSD. Other site administrators shall coordinate their requests for SRO presence/assignments with the Truckee High School principal or designee.
- b. The SRO shall develop expertise in presenting various subjects to the students, staff, parents and community. Such subjects shall include but not be limited to: A basic understanding of the law, the role of the police officer and law related areas.
- c. The SRO shall encourage individual and small group discussions with students based upon materials presented in class to further establish rapport with students.
- d. When requested by the principal, the SRO shall attend parent, staff and administrative meetings to solicit support and understanding of the program.
- e. The SRO shall make himself/herself available for conferences with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
- f. The SRO shall become familiar with all community agencies which offer assistance to youth and their families such as mental health clinics and drug treatment centers etc.
- g. The SRO shall assist TTUSD principals in developing plans and strategies to prevent and/or minimize dangerous situations that may result in student unrest.
- h. Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to TTUSD board policy to the extent that such policies do not conflict with police departmental general orders, regulations, policies, and legal requirements to conduct such interviews.
- i. The SRO shall take all law enforcement action as required. As soon as practical, the SRO shall make the principal or his/her designee aware of such action. The SRO should take appropriate law enforcement actions against intruders and unwanted guests who may appear at the school and related school functions

to the extent that the SRO may do so under the authority of the law.

- j.** The SRO shall participate in and/or attend school functions as requested by TTUSD. The SRO shall coordinate his/her schedule with the principal or designee when these situations arise. TTUSD acknowledges that the Town will use flex time whenever possible to reduce overtime. Walking the hallways and interacting with students is expected.

The work year includes a 9/80 schedule with every other Friday off when school is in session. Flex time will be used to make the SRO available for duty in special events that include but are not limited to high school Prom, high profile dances, home football game and principal-identified special events.

- k.** The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- l.** Any required action taken by the SRO regarding truancy and transportation will be limited to TPD's jurisdiction.
- m.** The SRO will serve his or her duties by dividing his time among the following schools with site administrators coordinating their schedules directly through the Truckee High School principal: Glenshire & Truckee Elementary 10%, Alder Creek Middle School 20% and Truckee High School 70% with occasional check in at Sierra High School. Specific schedules will be created by the Executive Director of Student Services on a monthly basis, provided that the SRO will be present at, and provide services to, only those TTUSD schools that are located in Truckee.

IV. Training

- a.** The SRO shall be required by TPD to attend police training sessions. Training sessions will be conducted to provide the SRO's appropriate in-service training such as updates in the law, in-service firearm training and law enforcement school -related training. This training includes the basic Police Officer Standards and Training (POST) approved SRO course;
- b.** TTUSD may also provide training in the Education Code, district policies, regulations, procedures, and training related to school type incidents and student safety. It is agreed that TTUSD can request the SRO to attend specific trainings that pertain to the SRO's job responsibilities.

V. Access to Education Records

- a.** School officials shall allow the SRO to inspect and copy any public records maintained by the school including Aeries student directory information, classroom assignments and discipline files. TTUSD will conform to the Family Educational Rights and Privacy Act (FERPA) Guidelines for Law Enforcement as they pertain to student educational records.
- b.** If information in a student's cumulative record is needed in the event of an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which 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.

VI. Evaluation

- a. It is mutually agreed that TTUSD shall annually evaluate the SRO program and the performance of the SRO on forms developed jointly by the parties. It is further understood that TTUSD's evaluation of the SRO is advisory only and that TPD retains the final authority to evaluate the performance of the SRO.

VII. Financial Relationship

- a. The Town and TPD recognize the importance of an SRO to TTUSD and the Truckee community. As such, the Town and TPD agree to provide a full time SRO to TTUSD (Staffing and funding permitted).
- b. For the services provided in this MOU, TTUSD agrees to fund 50% of the SRO's full salary and benefits, invoiced annually in July. The Town agrees to provide TTUSD with an invoice by July 30 each year that details the SRO's salary and benefits for the FY. TTUSD agrees to pay the invoice in full within 30 days of receipt.
- c. Upon expiration or termination of this MOU, Town shall refund to TTUSD any sums paid in advance for the SRO's services past the effective date of the expiration or termination.

VIII. Indemnity

- a. Neither Town nor any officer, employee, or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by TTUSD under or in connection with any work, authority, or jurisdiction under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, TTUSD shall fully defend, indemnify and save harmless Town, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TTUSD under or in connection with any work, activity or jurisdiction delegated to TTUSD under this MOU.
- b. Neither TTUSD nor any officer, employee, or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Town under or in connection with any work, activity or jurisdiction under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, Town shall fully defend, indemnify and save harmless TTUSD, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Town under or in connection with any work, authority or jurisdiction delegated to Town under this MOU.

IX. Term and Termination.

- a. This shall remain in effect until terminated by Town or TTUSD. This MOU may be terminated by either Town or TTUSD at any time, upon 30 days' notice.

