

**MEMORANDUM OF  
UNDERSTANDING CITY OF MERCED  
AND THE  
MERCED CITY SCHOOL DISTRICT**  
School Resource Officers Program - Partnership  
Agreement 2025-2028

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**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into on July \_\_, 2025, by and between the City of Merced (hereinafter referred to as "City") and the Merced City School District (hereinafter referred to as "MCSD") (hereinafter referred to separately as "Party" and collectively as "Parties").

**Recitals**

**WHEREAS**, MCSD and the City desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and staff; and

**WHEREAS**, MCSD and the City desire to promote positive relationships between the school, the police department, and the community; and

**WHEREAS**, in furtherance of the goals set forth above, MCSD and the City desire to implement a School Resource Officer (hereinafter referred to as "SRO") Program for the school years of 2025-2026, 2026-2027, and 2027-2028; and

**WHEREAS**, MCSD and the City's desire to set forth in this Memorandum of Understanding (hereinafter referred to as "MOU") the specific terms and conditions of the services to be performed and provided by the SROs at the schools of MCSD.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

**1.0 Goals and Objectives** - It is understood and agreed that the MCSD and the City share the following goals and objectives regarding the SRO Program in MCSD schools:

- 1.1** To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies.
- 1.2** To encourage SRO attendance at collaboratively planned extra-curricular activities held at the schools, such as parent meetings, athletic events, and concerts.
- 1.3** To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school sites, such as: disorderly conduct by trespassers (parents, community members, etc.), the possession and use of weapons on campus, the illegal sales and/or distribution of controlled substances, and riots.
- 1.4** To report serious crimes that occur on MCSD campuses and to cooperate with the law enforcement officials in their investigation of crimes that occur at MCSD schools.
- 1.5** To cooperate with law enforcement officials in their investigations of criminal

offenses which occur off MCSD campuses.

## **2.0 Employment, Compensation and Assignment of School Resource Officer**

- 2.1** The City agrees to make two (2) SROs available during the term of this MOU. The number of SROs employed under this MOU is dependent on the City's ability to employ qualified police officers who have both the ability and required skill set to perform the required duties of an SRO for the purposes intended by this MOU. The SROs shall be employees of the City and be subject to the administration, supervision, and control of the City's Police Department except as such administration, supervision, and control are subject to the terms and conditions of this MOU. The SRO shall also be subject to all personnel rules, policies, and practices of the Department and the City, except as such policies or practices may have to be modified to comply with the terms and conditions of this MOU. The SRO, while at school campus or at school functions, will be considered by MCSD to be "School Officials" pursuant to Education Code section 49076.
- 2.2** The City agrees to provide and to pay SRO salaries and employment benefits in accordance with the applicable salary schedules and employment practices of the City that are in effect during the time of this MOU, including, but not necessarily limited to: sick leave, vacation leave, compensatory time off, holiday in lieu, longevity pay and other add pays, retirement contribution, workers compensation, unemployment compensation, life insurance, dental insurance, vision insurance and medical insurance.
- 2.3** During the term of this MOU (and subject to availability of funds), MCSD agrees to reimburse the City for seventy percent (70%) of the actual cost of each full-time SRO selected to serve the MCSD. The maximum salary of a Police Officer Step 6 in fiscal year 2025-2026 on the City's pay scale is two hundred ninety-three thousand, three hundred forty-one dollars and forty-one cents (\$293,231.41 for each SRO. Seventy percent (70%) of said amount, which includes administrative costs, is two hundred and five thousand, two hundred and sixty-one dollars and ninety-nine cents (\$205,261.99) for each SRO. This amount is highest rate option for SRO service in fiscal year 2025-2026 and is inclusive of salary and benefits. Pending the selection of SROs by the City and MCSD, the amount billed for SRO services will not exceed the Police Officer (Step 6) rate for the relative fiscal year. A cost detail for fiscal year 2025-2026, fiscal year 2026-2027, and fiscal year 2027-28 pay scale for the SRO's position is set forth in greater detail in the **Exhibits**, which is attached to this MOU and incorporated by reference herein. MCSD agrees to incorporate any SRO City contract pay increases during the term of this MOU. By July 1 of each year during the term of this MOU, City shall provide to MCSD in writing an updated Exhibit to reflect salary costs for the services under this MOU for the upcoming fiscal year.

MCSD may request City to provide additional services (i.e., services in addition to those performed during the SRO's normal working hours of a forty (40) hour work week) by an SRO during evening or weekend events such as: meetings, Back-to-School Nights, Open House(s), sporting event(s), dance(s), or other school sponsored events. MCSD shall pay City all costs that City incurs in providing additional services

as requested by a MCSD representative with the understanding that City is generally required to pay officers at least one and one-half (1 ½) times their regular rate of pay for overtime. A cost detail of the overtime hourly rate of pay is set forth in further detail in the **Exhibits**.

- 2.4 The City, in its sole discretion, shall have the power to hire, discharge, and discipline the SRO; however, a MCSD school representative will participate in the selection of the SRO to be placed on each campus.
- 2.5 In the event an SRO is absent from work, the SRO shall notify his/her supervisor and duty Sergeant in the Department and the principal (or designee) of the school to which the SRO is assigned.

### **3.0 Duty Hours**

The Sergeant in charge of the SRO Program shall set specific SRO duty hours at the assigned schools by mutual agreement between City and MCSD. Parties agree that SROs will be primarily assigned to Tenaya, Rivera, Hoover, and Cruickshank Middle Schools. In the event of an emergency at a different school site within MCSD, the emergency use of SROs will be requested by MCSD's office, and the Department supervising Sergeant shall be notified. In addition, the MCSD and City agree to meet monthly to evaluate the need for SRO use on other school sites outside of the primary assignment.

When school is in session, the SRO will work an equivalent of forty (40) hours per week (full-time) in and around the school and perform community-policing activities. The SRO shall be provided a written confirmation by the site principal or his/her designee of MCSD's request for additional SRO services prior to working overtime hours. Community policing activities may include:

- 3.1 Follow-up home visits when needed as a result of school related student problems.
- 3.2 MCSD-related off-campus activities when officer participation is requested by the principal and approved by City.
- 3.3 Responses to off-campus MCSD-related criminal activities.
- 3.4 Responses to court appearances.
- 3.5 Scheduled officer training.
- 3.6 Responses to other MCSD campuses as the need arises.

### **4.0 Basic Qualifications of SROs**

To be an SRO, an officer must first meet all the following minimum qualifications:

- 4.1 Shall be a City-employed police officer and be cleared of probationary status.
- 4.2 Shall possess sufficient knowledge of the applicable federal and state laws and

regulations.

- 4.3 Shall be capable of conducting criminal investigations.
- 4.4 Shall possess an even temperament and set a good example for students.
- 4.5 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

## **5.0 Duties of School Resource Officer**

- 5.1 The SRO shall coordinate all of his/her activities with the principal (or designee).
- 5.2 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.
- 5.3 The SRO shall encourage individual and small group discussions with students, based upon material presented in class to further establish rapport with students.
- 5.4 When requested by the principal, the SRO shall reasonably make efforts to attend parent/staff/administrative meetings to solicit support and understanding of the program, including the SRO collaborative meeting.
- 5.5 The SRO shall reasonably make efforts to be available for conference with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature at primary locations. Any need for these supportive services at other schools within MCSD will be requested by the MCSD office and approved by the supervising sergeant. The SRO will work collaboratively with the MCSD staff to develop plans and strategies, presentations and programs for staff, students, parents and the community.
- 5.6 The SRO shall become familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc.
- 5.7 The SRO shall collaborate with MCSD Associate Superintendent of Personnel Services, Director of Pupil Services, the principal(s), or their designees, in developing plans and strategies to prevent and/or minimize dangerous situations that may result in student arrest.
- 5.8 Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to school board policy, Department policy, and all legal requirements for conducting such interviews.
- 5.9 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 shall take appropriate law enforcement actions against intruders and unwanted guests who may appear at the school and related school functions, and all actions taken by the SRO shall be conducted under the authority of law.
- 5.10 The SRO shall, whenever reasonably possible, participate in and/or attend school

functions.

- 5.11** The SRO shall give assistance to other law enforcement personnel in matters regarding his/her school assignment and shall respond to an officer needing assistance.
- 5.12** The SRO shall maintain detailed and accurate records of the operation of the SRO Program. These records requested by the MCSD supervisor of the SRO Program shall include, but not be limited to, statistical findings from his/her school. These records will be submitted to the supervisor of the SRO Program.
- 5.13** 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.

## **6.0 Chain of Command**

- 6.1** As an employee of the City, the SRO shall follow the chain of command as set forth in the Department Policies and Procedures Manual.
- 6.2** In the performance of duties, the SRO shall make every reasonable effort to coordinate and communicate with the Associate Superintendent of Personnel Services, the Director of Pupil Services, the principals or the principals' designee(s) of the assigned schools as set forth in this agreement.

## **7.0 Training**

- 7.1** SRO shall be required by the Department to attend police training sessions. Training sessions will be conducted to provide SROs with appropriate in-service training, such as updates in the law, in-service firearm training, and law enforcement-school related training. MCSD will not be responsible for reimbursement of salary during required City training sessions. Efforts will be made to schedule training on days when school is not in session.
- 7.2** MCSD also may provide training in Board of Education policies, regulations, and procedures.
- 7.3** Based on availability of POST certified classes, police department staffing and available money in the training budget, the City will make every effort to send SRO to a POST certified SRO class.

## **8.0 Supplies and Equipment**

- 8.1** Department agrees to provide SROs with standard issue equipment, firearm, and rounds of ammunition as needed to perform their duties.
- 8.2** Department agrees to provide SROs with the required duty uniform.
- 8.3** MCSD agrees to provide an office, desk, desk chair, computer, and the usual and customary office supplies to SROs.

- B. First Class Mail. When mailed first class to the last address of the recipient known to the Party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed certified mail, return receipt requested, notice is effective upon receipt if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the Party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery; or b) the receiving Party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 p.m., or if received on a non-business day.

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messengers, or overnight delivery service.

Mailing and contact information for notice to the Parties to this MOU at the time of endorsement of this MOU is as follows:

**Merced City School District**

444 W. 23<sup>rd</sup> Street  
Merced, CA 95340

Juliana Stocking  
Superintendent  
(209) 385-6640

Sergio Mendez  
Assistant Superintendent  
(209) 381-2816

**City of Merced**  
678 W. 18<sup>th</sup> Street  
Merced, CA 95340

**Merced Police Department**  
611 W. 22<sup>nd</sup> Street  
Merced, CA 95340

Scott McBride  
City Manager  
(209) 385-6834

Steven Stanfield  
Chief of Police  
(209) 385-6915

Any Party may change its address or fax number by giving the other Party notice of the change in any manner permitted by this MOU.

### 13.0 Termination

This MOU, notwithstanding anything to the contrary herein, may be terminated by



either Party at any time without cause or legal excuse by providing the other Party with thirty (30) calendar days written notice of such termination.

#### **14.0 Disposition of Work Upon Termination**

In the event of termination, all finished or unfinished documents and other materials, if any, at the option of the MCSD and to the extent permitted by law, shall become the property of the MCSD.

#### **15.0 Modification of MOU**

Notwithstanding any of the provisions of this MOU, the Parties may agree to amend the MOU. No alteration of the terms of this MOU shall be valid unless made in writing and signed by the Parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

#### **16.0 Indemnification**

- 16.1** MCSD shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witnesses' fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned SRO's performance of work or his or her failure to comply with any of City's duties contained in the MOU, except such loss or damage which was caused by the active negligence by City, or the gross or willful misconduct of the assigned SRO.
- 16.2** City shall indemnify, defend, and hold harmless MCSD, its officers, officials, employees, and volunteers from and against any and all liability, claims, damages, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorneys' fees, expert witnesses' fees, and prevailing party fees and costs) of every nature arising out of the active negligence by the City, or the gross or willful misconduct of the assigned SRO during the performance of work hereunder.
- 16.3** If MCSD rejects a tender of defense by the City and/or the assigned SRO under this MOU, and it is later determined that the City and/or the assigned SRO breached no duty of care and/or were immune from liability, the MCSD shall reimburse the City and/or the assigned SRO for any and all litigation expenses (including, without limitation, costs, attorneys' fees, expert witnesses' fees, and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or the assigned SRO settles a liability claim, with or without participation by the MCSD.
- 16.4** The Parties acknowledge that it is not the intent of the MOU to create a duty of care by the City or its assigned officer that they would not owe in the absence of the MOU. The MOU does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this MOU. The Parties further

acknowledge that by entering into this MOU, neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the MOU .

### **17.0 Completeness of Contract**

This MOU and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this MOU or any part thereof shall have any validity or bind any of the Parties hereto.

### **18.0 Applicable Law; Venue**

Any dispute concerning any question of fact or law arising under this MOU or any litigation or arbitration arising out of this MOU, shall be tried in Merced County, unless the Parties agree otherwise or are otherwise required by law.

### **19.0 Confidentiality**

This MOU shall comply with all applicable federal, state and county laws and regulations relating to the confidentiality of information. MCSD and the City shall not publish, use or permit or cause to be published, disclose, or use confidential information pertaining to any minor, without express written permission from the minor's parent or legal guardian, except as permitted by law.

### **20.0 Nondiscrimination in Employment, Services, Benefits and Facilities**

- 20.1** The MCSD and City shall comply with all applicable federal, state and local antidiscrimination laws, regulations, and ordinances. Neither Party shall unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee, or agent of the other, or recipient of services contemplated to be provided or actually provided under this MOU because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Parties shall ensure that evaluation and treatment of their employees and applicants for employment, and recipients of services, are free from such discrimination and harassment.
- 20.2** Parties represent that they are in compliance with and agree to continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), the Fair Employment and Housing Act (Government Code §12900 et seq.), and regulations and guidelines issued pursuant thereto.

### **21.0 Agency Relationship**

This MOU is not intended to and shall not create the relationship of principal-agent, master-servant, or employer-employee between the City and MCSD. There is no employee relationship between the SROs and MCSD.



## **22.0 Severability**

If a court of competent jurisdiction holds any provisions of this MOU to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them will not be affected.

## **23.0 Integration of Prior Terms and Conditions**

This MOU, including all recitals, constitutes the entire agreement of the Parties. This MOU may be amended or modified only by the mutual written agreement of the Parties. This MOU is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this MOU, at the level of City Manager or City Attorney or equivalent.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the day and year first written above.

**CITY OF MERCED**

A California Charter Municipal Corporation

BY: \_\_\_\_\_  
Scott McBride, City Manager

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Steven Stanfield, Chief of Police

\_\_\_\_\_  
Date

**MERCED CITY SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Julianna Stocking, Superintendent

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Sergio Mendez, Assistant Superintendent

\_\_\_\_\_  
Date

**Approved as to Form:**

BY: Craig Cornwell  
Craig Cornwell, City Attorney

7/24/2025  
Date

**Verified Account Data:**

BY: \_\_\_\_\_  
Venus Rodriguez, Finance Officer

\_\_\_\_\_  
Date

**Attest:**

BY: \_\_\_\_\_  
Jennifer Levesque, Assistant/Deputy City Clerk

\_\_\_\_\_  
Date

Exhibit A

City of Merced Cost Sheet FY 2025-2026

School Resource Officer

Police Officer, Top Step - FY 25/26 (effective 6/23/25)

Full Benefits	Yearly
Salary 25/26 (hourly rate \$54.5113*2080)	113,383.50
Holiday Pay @ 3.5%	3,968.42
Projection Additional Pay: Longevity 20yrs @ 7.5%	8,503.76
Projection Additional Pay: Detective Premium @ 7.5%	8,503.76
Projection Additional Pay: POST Cert Super @ 7.5%	8,503.76
Projection Additional Pay: Education Pay BA/BS @ 6%	6,803.01
Projection Additional Pay: FTO Pay @ 5%	5,669.18
Projection Additional Pay: Bilingual @ 1.5%	1,700.75
Uniform Allowance (\$40.38*26 pay periods)	1,049.88
<u>Total Salary</u>	<u>158,086.02</u>
Medicare @ 1.45%	2,292.25
Social Security @ 6.20%	9,801.33
PERS Employer @ 18.47%	29,004.58
PERS Unfunded Liability Cost @ 25.50%	28,912.79
Cafeteria Plan - budget @ \$1,034.11 per pay period	26,886.86
<u>Total Benefits</u>	<u>96,897.81</u>
<u>Total Expense/Net Cost</u>	<u>254,983.83</u>
Admin/Overhead Expenses - Police	38,247.58
TOTAL	293,231.41
70% of the cost is	205,261.99
 TOTAL Cost (2 SRO's)	 \$ 410,523.98

Overtime Rate
157,036.14 Earnings to calculate OT rate
<u>75.4981</u> Calculated rate of pay
<u>113.2472</u> OT Rate
1.6421 Medicare @ 1.45%
7.0213 Social Security @ 6.20%
\$ 121.9106 OT Rate w/Benefits

Note: Cafeteria Plan rate from FY 25/26 budget, subject to change

Exhibit B

City of Merced Cost Sheet FY 2026-2027

School Resource Officer

Police Officer, Top Step - FY 26/27 (effective 6/22/26)

Full Benefits	Yearly
Salary 26/27 (hourly rate \$56.6918*2080)	117,918.94
Holiday Pay @ 3.5%	4,127.16
Projection Additional Pay: Longevity 20yrs @ 7.5%	8,843.92
Projection Additional Pay: Detective Premium @ 7.5%	8,843.92
Projection Additional Pay: POST Cert Super @ 7.5%	8,843.92
Projection Additional Pay: Education Pay BA/BS @ 6%	7,075.14
Projection Additional Pay: FTO Pay @ 5%	5,895.95
Projection Additional Pay: Bilingual @ 1.5%	1,768.78
Uniform Allowance (\$40.38*26 pay periods)	1,049.88
<u>Total Salary</u>	<u>164,367.61</u>
Medicare @ 1.45%	2,383.33
Social Security @ 6.20%	10,190.79
PERS Employer - CalPERS estimate @ 18.20%	29,723.83
PERS Unfunded Liability Cost - 5yr forecast @ 26.40%	31,130.60
Cafeteria Plan - 5yr forecast @ \$1,042.93 per pay period	27,116.18
<u>Total Benefits</u>	<u>100,544.73</u>
<u>Total Expense/Net Cost</u>	<u>264,912.34</u>
Admin/Overhead Expenses - Police	39,736.85
TOTAL	304,649.19
70% of the cost is	213,254.44
 TOTAL Cost (2 SRO's)	 \$ 426,508.88

Overtime Rate
163,317.73 Earnings to calculate OT rate
<u>78,5181</u> Calculated rate of pay
<u>117,7772</u> OT Rate
1.7078 Medicare @ 1.45%
7.3022 Social Security @ 6.20%
\$ 126.7872 OT Rate w/Benefits

Note: PERS Employer, Unfunded Liability and Cafeteria Plan rates based on estimates, subject to change

Exhibit C

City of Merced Cost Sheet FY 2027-2028

School Resource Officer

Police Officer, Top Step - FY 27/28 (effective 6/21/27)

Full Benefits	Yearly
Salary 27/28 (hourly rate \$56.6918*2080)	117,918.94
Holiday Pay @ 3.5%	4,127.16
Projection Additional Pay: Longevity 20yrs @ 7.5%	8,843.92
Projection Additional Pay: Detective Premium @ 7.5%	8,843.92
Projection Additional Pay: POST Cert Super @ 7.5%	8,843.92
Projection Additional Pay: Education Pay BA/BS @ 6%	7,075.14
Projection Additional Pay: FTO Pay @ 5%	5,895.95
Projection Additional Pay: Bilingual @ 1.5%	1,768.78
Uniform Allowance (\$40.38*26 pay periods)	1,049.88
<u>Total Salary</u>	<u>164,367.61</u>
Medicare @ 1.45%	2,383.33
Social Security @ 6.20%	10,190.79
PERS Employer - CalPERS estimate @ 17.90%	29,233.87
PERS Unfunded Liability Cost - 5yr forecast @ 27.63%	32,581.00
Cafeteria Plan - 5yr forecast @ \$1,042.93 per pay period	27,116.18
<u>Total Benefits</u>	<u>101,505.17</u>
<u>Total Expense/Net Cost</u>	<u>265,872.78</u>
Admin/Overhead Expenses - Police	39,880.92
TOTAL	305,753.70
70% of the cost is	214,027.59

TOTAL Cost (2 SRO's) \$ 428,055.18

Overtime Rate
163,317.73 Earnings to calculate OT rate
<u>78.5181</u> Calculated rate of pay
<u>117.7772</u> OT Rate
1.7078 Medicare @ 1.45%
7.3022 Social Security @ 6.20%
\$ 126.7872 OT Rate w/Benefits

Note: PERS Employer, Unfunded Liability and Cafeteria Plan rates based on estimates, subject to change

Note: Current MOU expires end of FY 26/27. Salary/additional pays subject to change