

MEMORANDUM OF UNDERSTANDING
CITY OF MERCED
AND THE
MERCED CITY SCHOOL DISTRICT
School Resource Officers Program – Partnership Agreement
2019-2022

THIS AGREEMENT is made and entered into on July 1, 2019, by and between the City of Merced (hereinafter referred to as “the City”) and the Merced City School District (hereinafter referred to as “MCSD”).

WHEREAS, The MCSD and the City’s desire to set forth in this Memorandum of Understanding (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the School Resource Officers (hereinafter referred to as “SRO”) at Merced City School District (hereinafter referred to as “District”).

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 officials share the following goals and objectives with regard to the School Resource Officer Program in the school:

- 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 For the SRO to attend extra-curricular activities held at school, such as parent meetings, athletic events and concerts; when appropriate for the site and planned collaboratively between the SRO and the principals;
- 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, et al), 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 campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;
- 1.5 To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.

2.0 Employment, Compensation and Assignment of School Resource Officer

- 2.1 The City agrees to make two or more SROs available during the term of this Agreement. The number of SROs employed under this Agreement 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 a SRO for the purposes intended by

this Agreement. The SROs shall be employees of the City of Merced and be subject to the administration, supervision and control of the Merced Police Department except as such administration, supervision and control are subject to the terms and conditions of this Agreement. The SRO shall also be subject to all personnel rules, policies and practices of the Merced Police Department and the City except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement. The SRO, while at school or school functions, will be considered by MCSD to be School Officials as per California Education Code 49076.

- 2.2 The City agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City which are in effect during the time of this Agreement, including, but not necessarily limited to: sick leave, vacation leave, compensatory time off, holiday in lieu, retirement contribution, workers compensation, unemployment compensation, life insurance, dental insurance, vision insurance and medical insurance.
- 2.3 During the term of this Agreement (and subject to availability of funds), MCSD agrees to reimburse the City for 70% of the actual cost of each full-time SRO selected to serve the District. The Police Officer at step 5 of the City's pay scale is \$159,730.07, with 70% amount, which includes administrative costs, at \$128,582.71. This amount is highest rate option for SRO service 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 5 rate. A cost detail for the SRO's position is set forth in greater detail in Exhibit A, which is attached to this Agreement and incorporated by reference herein.

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 40- hour work week) by a 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 the District 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. The maximum hourly overtime rate for a SRO under this agreement is \$72.8842 per hour. The actual hourly rate to be charged will be based on the selection of SROs to serve MCSD. A cost detail of the overtime hourly rate of pay is set forth in further detail in Exhibit A.

- 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 Merced Police Department and the Principal (or designee) of the school to which the SRO is assigned.

3.0 Duty Hours

The officer in charge of the SRO Program shall set specific SRO duty hours at the assigned schools by mutual agreement between the two agencies. Both Parties agree that SROs will be primarily assigned to Tenya, Rivera, Hoover, and Cruickshank Middle Schools. In the event of an emergency at a different school site within the District, the use of SROs will be requested by the District Office and notify the Supervising Sergeant. 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 40 hours per week (full-time) in and around the school and perform community-policing activities. The SRO will obtain written approval by the site Principal or Program Administrator prior to working any 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 District related off campus activities when officer participation is requested by the principal and approved by City;
- 3.3 Responses to off campus district related criminal activities;
- 3.4 Responses to emergency law enforcement or court appearances;
- 3.5 Scheduled officer training.
- 3.6 Responses to other MCSD campuses as the need arises.

4.0 Basic Qualifications of School Resource Officers (SRO)

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

- 4.1 Shall be a city employed Police Officer with two years of law enforcement experience;
- 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; and
- 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) and will seek permission, advice and guidance prior to enacting any program within the schools.

- 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 attend parent/staff/administrative meetings to solicit support and understanding of the program, including the SRO Collaborative Meeting.
- 5.5 The SRO shall make himself/herself 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 the district will be requested by the District Office and approved by the Supervising Sargent. The SRO will work collaboratively with the district 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 which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc.
- 5.7 The SRO shall assist the Associate Superintendent of Personnel Services, the Director of Pupil Services, the principal, 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, police policy and 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, to the extent that the SRO may do so under the authority of law.
- 5.10 The SRO shall, whenever 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 as well as responding to an officer needing assistance.
- 5.12 The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer 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 School Resource Officer 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 employees of the Merced City Police Department, the SRO shall follow the chain of command as set forth in the Merced Police Department Policies and Procedures Manual.
- 6.2 In the performance of their 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 The SRO shall be required by the Merced Police 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. The MCSD will not be responsible for reimbursement of salary during required training sessions. Efforts will be made to schedule training on days when school is not in session.
- 7.2 The School District also may provide training in Board of Education policies, regulations and procedures.

8.0 Supplies and Equipment

- 8.1 The Merced Police Department agrees to provide SRO's with standard issue equipment, firearm and rounds of ammunition as needed to perform their duties.
- 8.2 The Merced Police Department agrees to provide the SROs with the required duty uniform.
- 8.3 The School District agrees to provide an office, desk, desk chair, computer and the usual and customary office supplies to the SROs.

9.0 Access to Education Records

- 9.1 School officials shall be responsible for determining what access the SRO is permitted to education records. School officials shall allow the SRO to inspect and copy any public records maintained by the school as well as personally identifiable information that are under the direct control of the school district and where the SRO has a legitimate educational interest. These records may include, but are not limited to student directory information, classroom schedule, assignments or discipline files. However, the SRO may not inspect and/or copy confidential student education records except as allowed by law.

- 9.2 If some information in a student's cumulative record is needed in 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.
- 9.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.
- 9.4 The SRO may not re-disclose information from educational records to others, including other employees of the police department unless: (1) the re-disclosure is on behalf of the school district; (2) for a specific threat to the health and safety of students or others, and (3) except as allowed by law.

10.0 Evaluation

It is mutually agreed that the MCSD and the Schools shall evaluate annually the SRO program and the performance of any assigned SROs. It is further understood that the MCSD and the School's evaluation of each officer is advisory only and that the Merced Police Department retains the final authority to evaluate the performance of the SRO.

11.0 Term of Agreement

The term of agreement is three years, commencing on July 1, 2019, ending June 30, 2022, unless sooner terminated in accordance with this Agreement.

12.0 Notices

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- 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 mail delivery days after deposit in a United States Postal Service office of 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 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 Agreement at the time of endorsement of this Agreement is as follows:

Merced City School District
444 W. 23rd Street
Merced, CA 95340

RoseMary Parga-Duran
Superintendent

(209) 385-6640

City of Merced
678 W. 18th Street
Merced, CA 95340

Steve Carrigan, City Manager
(209) 385-6834

Doug Collins
Associate Superintendent- Personnel
Services
(209) 385-6759

Merced Police Department
611 W. 22nd Street
Merced, CA 95340

Christopher Goodwin, 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 Agreement.

13.0 Termination

This Agreement, 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 Agreement

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend the Agreement. No alteration of the terms of this Agreement 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** The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (hereafter City Personnel) 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 witness fees and prevailing party fees and cost) of every nature arising out of or in connection with any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of City's duties contained in the Agreement, except such loss or damage which was caused by the active negligence by City Personnel, or the gross or willful misconduct of the City Personnel.
- 16.2** If the District rejects a tender of defense by the City and/or City Personnel under this Agreement, and it is later determined that the City and /or City Personnel breached no duty of care and/or were immune from liability, the District shall reimburse the City and/or City Personnel for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness 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 City Personnel settles a liability claim, with or without participation by the District.
- 16.3** The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement 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 Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

17.0 Completeness of Contract

This Agreement 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 Agreement 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 Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in

Merced County, unless the parties agree otherwise or are otherwise required by law.

19.0 Confidentiality

This Agreement shall comply with all applicable Federal, State and County laws relating to the confidentiality of information. The 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 the 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 Agreement 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. Both 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 Both 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 Agreement is not intended to and shall not create the relationship of principal-agent, master-servant, or employer-employee between the City and the MCSD. There is no employee relationship between the SRO's and MCSD.

22.0 Severability

If a court of competent jurisdiction holds any provisions of this Agreement 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 Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement 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 Agreement, at the level of City Manager or City Attorney or equivalent.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

CITY OF MERCED

A Municipal Corporation

By: _____
Steve Carrigan, City Manager

Date

By: Christopher Goodwin
Christopher Goodwin, Chief of Police

6/10/19
Date

MERCED CITY SCHOOL DISTRICT

By: Rosemary Parga-Duran
Rosemary Parga-Duran, Superintendent

6/10/19
Date

By: Douglas J. Collins
Douglas J. Collins, Associate Superintendent

6/10/19
Date

Approved as to Form:

By: Maechae A. Nott
City Attorney

6-14-19
Date

Account Data:

By: _____
Verified by Finance Officer

Date

ATTEST:

STEVE CARRIGAN, CITY CLERK

By: _____
Assistant/Deputy City Clerk