

MEMORANDUM OF UNDERSTANDING
CITY OF MERCED
AND THE
MERCED UNION HIGH 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 Merced Union High School District (hereinafter referred to as "MUHSD") and the City of Merced (hereinafter referred to as "CITY").

WHEREAS the Merced Union High School District and the City 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 in the Merced Union High School District.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Goals and Objectives - It is understood and agreed that the School District and the City's officials share the following goals and objectives with regard to the School Resource Officer ("SRO") 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** To encourage the SRO to attend extra-curricular activities held at school, 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, such as: disorderly conduct by trespassers, 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 and Assignment of School Resource Officer

- 2.1** The Merced Police Department agrees to employ at least three (3) and up to four (4) SROs (depending on department staffing) during the term of this Agreement. The SROs shall be employees of the Merced Police Department 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.

- 2.2** The Merced Police Department 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 Merced Police Department, including but not necessarily limited to: sick leave, vacation, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SROs shall be subject to all other personnel policies and practices of the Merced Police Department.
- 2.3** The term of this Agreement shall be from the date of its execution through June 30, 2022, with an option to extend up to 1 year until June 30, 2023, unless terminated earlier pursuant to Section 13 of this Agreement.
- 2.4** The Merced Union High School District agrees to pay the City of Merced an amount not to exceed \$524,332 for the operational costs of the services of four SROs provided under this Agreement for fiscal year 2019-2020 (July 1 through June 30). These costs for fiscal year 2019-2020 are based on the actual expenses for the salary and benefits of \$128,583 per officer for the SROs at Merced High School, Golden Valley High School, El Capitan High School and East Campus Educational Center plus their overtime up to \$3000.00 per site at Merced High School, Golden Valley High School and El Capitan High School and up to \$1,000.00 at East Campus Educational Center as approved by the site principal or designee. This will cover the total costs of the SROs for Merced High School, Golden Valley High School, El Capitan High School and East Campus Educational Center.

The operation costs for fiscal year 2019-2020 are set forth in more detail in Exhibit A, which is incorporated by reference herein. MUHSD is aware that the City's costs to provide the services under this multi-year Agreement will increase each fiscal year. By May 31st of each year during the term of this Agreement, City shall provide to MUHSD in writing an updated Exhibit A reflecting the operational costs for the services under this Agreement for the upcoming fiscal year (July 1 through June 30). The updated Exhibit A shall become part of this Agreement and shall govern the respective fiscal year's payment obligations. MUHSD shall pay the City the amount set forth in each updated Exhibit A for the corresponding fiscal year.

In the event that additional SROs are requested by MUHSD to perform services during the term of this Agreement, MUHSD will pay the cost of the actual expenses for the salary and benefits per officer plus any overtime, which may be capped at the rate in effect under the Agreement at the time the SRO position is added and continued for subsequent years at the rate thereafter in effect and established for each fiscal year under this Agreement.

- 2.5** The SRO's employer is the Merced Police Department. The Merced Police Department shall have sole discretion, to assign, temporarily reassign, discharge, discipline and evaluate the SROs. Each school principal shall provide input to the Merced Chief of Police, on school related issues related to the assignment, discharge, discipline and evaluation of their assigned SRO.
- 2.6** In the event of a resignation, dismissal or reassignment of an SRO, or in the case of long-term absences by an SRO, the Chief of Police shall provide a temporary

replacement as soon as personnel are available. As soon as reasonably possible, the Selection Panel shall convene and recommend a permanent replacement for the SRO position.

- 2.7 The Merced Police Department shall assign one SRO to Merced High School, one SRO to Golden Valley High School, one SRO to East Campus Educational Center and one SRO to El Capitan High School.
- 2.8 In the event an SRO is absent from work, the SRO shall notify both his or her supervisor and duty Sergeant in the Merced Police Department as well as the Principal (or designee) of the school to which the SRO is assigned.
- 2.9 Although it is agreed that nothing in this Agreement shall place MUHSD in command of, or authority over the SRO, it is agreed that the SRO is under the direct supervision of the Principal for response to the needs of the campus. The school Principal will develop with the SRO plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest, or endangerment.

3.0 Duty Hours / place of performance

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. 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 School related off campus activities when officer participation is requested by the principal and approved by City;
- 3.3 Responses to off campus school related criminal activities;
- 3.4 Responses to emergency law enforcement or court appearances;
- 3.5 Scheduled officer training.

4.0 Basic Qualifications of School Resource Officers (SRO)

To be an 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, City and County ordinances, and Board of Education policies and regulations;
- 4.3 Shall be capable of conducting criminal investigations;

- 4.4 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 school.
- 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, tobacco, alcohol and drug issues, evidence diffusion, violence prevention, group and safe issues to the community.
- 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.
- 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.
- 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 Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to any applicable school board policies to the extent that such policies do not conflict with police departmental general orders, regulations, policies and legal requirements to conduct such interviews.
- 5.8 The SRO shall take all law enforcement action as required. As soon as practical, the SRO shall make the Principal (or 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.
- 5.9 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.
- 5.10 When previously requested, the SRO maintains detailed and accurate records of the operation of the School Resource Officer Program. These records requested by the MUHSD supervisor of the SRO Program shall include, but not be limited to, general information related to the program. Examples include information on the day of classroom visits, home visits, number of parent contacts, number of formal student meetings, number of school related investigations, list of most common duties of SRO.

5.11 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 Procedure Manual.

6.2 In the performance of their duties, the SRO shall make every reasonable effort to coordinate and communicate with the principals or the principals' designee(s) of the assigned schools.

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;

7.2 The School District also may provide training in Board of Trustee policies, regulations and procedures. Training related to school type incidents and student safety may also be provided by the school district.

8.0 Supplies and Equipment

8.1 The Merced Police Department agrees to provide SROs with standard issue equipment, firearm and rounds of ammunition as needed to perform their duties;

8.2 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 allow the SRO to inspect and copy any public records maintained by the school including student directory information, classroom assignments and discipline files. However, law enforcement officials 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 as allowed by law.

10.0 Discrimination

Both the MUHSD and CITY and/or its employees shall not discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.

11.0 Indemnify / Hold Harmless

- 11.1** MUHSD 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 witness fees and prevailing party fees and costs) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.
- 11.2** The City shall indemnify, defend, and hold harmless MUHSD, 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 witness 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 officer during the performance of work hereunder.
- 11.3** If MUHSD rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, MUHSD shall reimburse the City and/or officer 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 officer settles a liability claim, with or without participation by MUHSD.
- 11.4** 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.

12.0 Notices

Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

To: Alan Peterson, Assistant Superintendent/CBO
Merced Union High School District
P.O. Box 2147
Merced, CA 95344

To: Lori Mollart, Program Administrator
Merced Union High School District
P.O. Box 2147
Merced, CA 95344

To: Chris Goodwin, Chief of Police
City of Merced Police Department
611 W. 22nd Street
Merced, CA 95340

The address to which the notices to be sent may be changed by either party advising the other in writing of such change. Nothing herein shall preclude the giving of nay notice by personal service.

13.0 Termination

Either party may terminate the services under this Agreement with or without cause by giving thirty (30) days prior written notice thereof to the other party.

14.0 Modification of Agreement

This Agreement may not be changed or modified except in writing and signed by both parties.

15.0 Agency Relationship

This contract is not intended to, and shall not be, to create the relationship of principal-agent, master-servant, or employer-employee between MUHSD and CITY.

16.0 Copies of Agreement

This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

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IN WITNESS WHEREOF, the parties the day and year first above written have affixed their signatures hereto.

ATTEST:

CITY OF MERCED
A California Charter Municipal Corporation

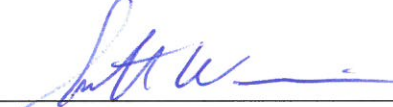
BY: _____
City Manager or designee

Date

Approved by:  _____
Christ Goodwin, Chief of Police

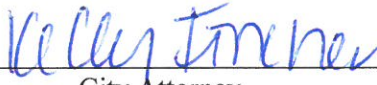
6/3/19
Date

MERCED UNION HIGH SCHOOL DISTRICT

BY:  _____
~~Alan Peterson, Asst. Superintendent - Business Services~~
Scott Weimer

5/21/19
Date

Approved as to Form:

BY:  _____
City Attorney

4/23/19
Date

Account Data:

BY: _____
Verified by Finance Officer

Date

City of Merced
 Cost Sheet FY 19-20
 SCHOOL RESOURCE OFFICER

Full-Time Senior Police Officer - Top Step 5

Salary	85,468.03
Uniform Allowance	1,050.00
Holiday Pay	3,615.96
Education Pay	2,400.00
Post Pay	2,400.00
Total Wages	94,933.99
Medicare	1,376.54
Social Security	5,885.91
PERS Employer	35,463.54
PERS Employee	8,544.06
Health, Dental, Vision	22,070.10
Total Benefits	73,340.15
Total Expense	168,274.13
Less Employee Share PERS	(\$8,544.06)
Net Cost	159,730.07
Admin/Overhead Expenses - Police	23,959.51
TOTAL \$	183,689.59
<i>70% of the cost is</i>	\$ 128,582.71

Overtime Rate

Earnings to calculate OT rate	\$ 93,883.99
Calculated rate of pay	45.1365
OT Rate	67.7048
Medicare	0.9817
Social Security	4.1977
<i>OT Rate w/Benefits</i>	\$ 72.8842