

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

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on July 1, 2025, by and between the Merced Union High School District (hereinafter referred to as "MUHSD") and the City of Merced (hereinafter referred to as "City") (hereinafter referred to separately as "Party" or collectively as "Parties").

Recitals

WHEREAS, MUHSD 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, MUHSD 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, MUHSD and City desire to implement a School Resources Officer (hereinafter referred to as "SRO") Program for the school years of 2025-2026, 2026-2027, and 2027-2028; and

WHEREAS, MUHSD and the City 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 SRO(s) for the schools of MUHSD.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Goals and Objectives - It is understood and agreed that MUHSD and the City share the following goals and objectives regarding the SRO Program in MUHSD 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 the SRO to attend extra-curricular activities held at MUHSD 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 MUHSD schools, 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 MUHSD campuses and to cooperate with the law enforcement officials in their investigation of crimes that occur at MUHSD schools.

- 1.5 To cooperate with law enforcement officials in their investigations of criminal offenses which occur off MUHSD campuses.

2.0 Employment and Assignment of SRO

- 2.1 The City Police Department (hereinafter referred to as "Department") agrees to employ four (4) SROs during the term of this MOU. The SROs shall be employees of the City and be subject to the administration, supervision, and control of the Department, except as such administration, supervision, and control are subject to the terms and conditions of this MOU.
- 2.2 The Department agrees to provide and pay all SRO salaries and employment benefits in accordance with the applicable salary schedules and employment practices of the 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 Department.
- 2.3 During the term of this MOU, MUHSD agrees to reimburse the City for seventy percent (70%) of the actual cost of each full-time SRO selected to serve the MUHSD. The total salary of a Police Officer (Step 6 FY 24/25) on the City's pay scale is two hundred eighty-six thousand three hundred twenty-six dollars and twenty-three cents (\$286,326.23). Seventy percent (70%) of said amount, which includes administrative costs, is two hundred thousand four hundred twenty-eight dollars and thirty-six cents (\$200,428.36). This amount is the highest rate option for SRO service and is inclusive of salary and benefits. Pending the selection of SROs by the City and MUHSD, the amount billed for SRO services will not exceed the Police Officer (Step 6) rate during that fiscal year. A cost detail for fiscal year 24/25 pay scale for the SRO's position is set forth in greater detail in **Exhibit A**, which is attached to this MOU and incorporated by reference herein. MUHSD agrees to incorporate any SRO City contract pay increases during the term of this MOU. The current officer MOU with the city has a 4% salary increase July 23, 2025, and another 4% salary increase July 22, 2026.

By May 31 of each fiscal year during the term of this MOU, the City shall provide to MUHSD in writing and updated **Exhibit A** reflecting the operational costs for the services under this MOU for the upcoming fiscal year (July 1 through June 30). Any amendments to **Exhibit A** shall become part of this MOU 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.

MUHSD 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. MUHSD shall pay City all costs that City incurs in providing additional services as requested by a MUHSD 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 an SRO under this MOU including benefits is one hundred seventeen dollars and twenty-two cents (\$117.22) per hour. The actual hourly rate to be charged will be based on the selection

of SROs to serve MUHSD. A cost detail of the overtime hourly rate of pay is set forth in further detail in **Exhibit A**.

- 2.4 The Department employs the SROs and the Department shall have sole discretion to assign, temporarily reassign, discharge, discipline, and evaluate the SROs. Each school principal shall provide input to the Department's Chief of Police on school related issues related to the assignment, discharge, discipline, and evaluation of the respective school assigned SRO(s).
- 2.5 In the event of a resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences of an SRO, the Chief of Police shall provide a temporary replacement when personnel become available. As soon as reasonably possible, the SRO selection panel shall convene and recommend a permanent replacement for the SRO position.
- 2.6 The Department shall assign one (1) SRO to Merced High School, one (1) SRO to Golden Valley High School, one (1) SRO to East Campus Educational Center, and one (1) SRO to El Capitan High School.
- 2.7 The SRO and Department will attempt to coordinate all pre-planned absences of an SRO, including those due to trainings, vacations, and medical leave, and shall notify MUHSD of the same and provide a replacement SRO for the affected school site. In the event of an unexpected absence of the SRO, including those due to illness, injury, or emergency police needs, the SRO shall notify both his or her supervisor and duty Sergeant in the Department, and the SRO or their supervisor or duty Sergeant shall notify the principal (or designee) of the school to which the SRO is assigned. For unexpected absences, the Department will make reasonable and good faith efforts to provide a replacement SRO for the affected school site dependent on the Department's staffing limitations.

3.0 Duty Hours / Place of Performance

The Sergeant in charge of the SRO Program shall set specific SRO duty hours at the assigned schools by mutual agreement between City and MUHSD. 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 will obtain written approval by the site principal or program administrator prior to working any overtime hours. Community policing activities may include, but is not limited to:

- 3.1 Conducting follow-up home visits when needed as a result of school-related student problems.
- 3.2 Attending school related off-campus activities when officer participation is requested by the principal and approved by City.
- 3.3 Responding to off-campus school related criminal activities.
- 3.4 Responding to emergency law enforcement or court appearances.
- 3.5 Attending scheduled officer trainings.

4.0 Basic Qualifications of 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 (2) 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 SRO

- 5.1** The SRO shall coordinate all of his/her campus 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, tobacco, alcohol and drug issues, evidence diffusion, violence prevention, and 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 reasonably make efforts to attend parent/staff/administrative meetings to solicit support and understanding of the program.
- 5.5** The SRO shall reasonably make efforts to be available for conferences with students, parents, and faculty members 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 SRO 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, and 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 an employee of the City, the SRO shall follow the chain of command as set forth in the Department Policies and Procedure Manual.
- 6.2 In the performance of 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 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 MUHSD 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.
- 7.3 The Department shall provide active shooter training to all newly hired school employees annually in the month of August, prior to the commencement of the new school year.

8.0 Supplies and Equipment

- 8.1 The 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 MUHSD agrees to provide an office, desk, desk chair, computer, and the usual and customary office supplies to the SROs.
- 8.4 MUHSD agrees to pay the City a monthly vehicle usage fee for a fully marked police vehicle, equipped with decals, emergency equipment, and communications packages, during the term of this MOU. The fee shall be paid in thirty-six (36) equal monthly payments, with each monthly payment being two thousand five hundred forty-one

dollars (\$2,541). Monthly payments shall commence on, or be retroactively applied to, July 1, 2025

9.0 Access to Education Records

- 9.1** The Parties agree that the SRO shall be deemed to be a "School official" for the performance on SRO duties on behalf of the MUHSD. The SRO shall therefore be allowed to inspect and copy any public records maintained by the school for which the SRO has a legitimate educational interest within the scope of the SRO service in this MOU, and only to the extent permitted by law, including student directory information, classroom assignments, and discipline files.
- 9.2** If 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 by the SRO, but no emergency exists, the information may be released only upon the issuance of a subpoena, a court order, or a written authorization of a parent or guardian of the student.

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 SRO's performance of work or his or her failure to comply with any of its obligations contained in the MOU, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned SRO.
- 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, 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.
- 11.3** If MUHSD 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 SRO breached no duty of care and/or was immune from liability, MUHSD shall reimburse the City and/or 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 SRO settles a liability claim, with or without participation by MUHSD.

11.4 The Parties acknowledge that it is not the intent of the MOU to create a duty of care by the City or its assigned SRO 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 SRO and the absence of the assigned SRO 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 SRO intends to waive any immunities to which they would be entitled in the absence of the MOU.

12.0 Notices

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

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

To: Scott Weimer, Assistant Superintendent
Merced Union High School District
P.O. Box 2147, Merced, CA 95344

To: Steven Stanfield, 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 any notice by personal service.

13.0 Termination

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

14.0 Modification of MOU

This MOU 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 MOU

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

17.0 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.

18.0 Term of MOU

The term of this MOU shall be from the date of its execution on July 1, 2025 through June 30, 2028, unless terminated earlier pursuant to Section 13.0 of this MOU. This MOU shall supersede any prior oral or written agreements and shall be the final operative MOU between the Parties.

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

CITY OF MERCED

A California Charter Municipal Corporation

BY: _____
Scott McBride, City Manager

Date

BY: _____
Steven Stanfield, Chief of Police

Date

MERCED UNION HIGH SCHOOL DISTRICT

BY: _____
Assistant Superintendent – Business Services

Date

Approved as to Form:

BY: Craig Cornwell
City Attorney

9-17-2025
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 24-25

SCHOOL RESOURCE OFFICER Full-Time Senior Police Officer -Top Step

Police Officer, Top Step - FY 24-25 (effective 8/5/24)
Full Benefits Yearly
Salary 24/25 (hourly rate \$52.4147*2080) \$109,022.58

Uniform Allowance (\$40.38*26 pay periods)	\$1,049.88
Holiday Pay @ 3.5%	\$3,815.79
Projection Additional Pay: Longevity 20yrs @ 7.5%	\$8,176.69
Projection Additional Pay: POST Cert Super @ 7.5%	\$8,176.69
Projection Additional Pay: Detective Premium @ 7.5%	\$8,176.69
Projection Additional Pay: Education Pay BA/BS @ 6%	\$6,541.35
Projection Additional Pay: FTO Pay @ 5%	\$5,451.13
Projection Additional Pay: Bilingual @ 1.5%	\$1,635.34
Total Salary	\$152,046.15

Medicare @ 1.45%	\$2,204.67
Social Security @ 6.20%	\$9,426.86
PERS employer @ 18.89%	\$28,523.19
PERS Unfunded Liability Cost @ 27.01%	\$29,447.00
Cafeteria Plan - budget @ \$1,051.21 per pay period	\$27,331.46
Total Benefits	\$96,933.18

Total Expense/Net Cost	\$248,979.33
Admin/Overhead Expenses - Police	\$37,346.90

TOTAL **\$286,326.23**

70% of the cost is (1 SRO)	\$200,428.36
Total Expense per hour	\$119.70

TOTAL Cost (4 SROs) **\$801,713.44**

Overtime Rate

\$105,996.27	Earnings to calculate OT Rate
\$72,5944	Calculated Rate of Pay
\$108.8915	OT Rate

1.5789	Medicare @ 1.45%
6.7513	Social Security @ 6.20%

\$117.2217 **Total OT rate with benefits**

Note: PERS Unfunded Liability & Cafeteria Plan rates from FY24/25 budget, subject to change

EXHIBIT B

City of Merced Cost Sheet

EMERGENCY VEHICLE

2025 Ford Police Interceptor Utility AWD	\$55,460.00
Vehicle Emergency Equipment (light bar, siren, push bar etc.)	\$18,703.43
Communications Package (MDT computer and radio)	\$8,100.00
Decals	\$900.00
TOTAL (with Tax and Shipping)	\$83,163.43
 10% buffer for potential cost increase	 \$8,316.34
Total w/cost increase	\$91,479.77

- Amounts based on lowest bid accepted February 2025 for same police vehicle and equipment currently on order for fiscal year 24/25 budget.