MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIVERSIDE AND THE ALVORD UNIFIED SCHOOL DISTRICT

School Resource Officer Program

This Memorandum of Understanding ("MOU") is made and entered into this 1st day of July, 2022, in the State of California, by and between the ALVORD UNIFIED SCHOOL DISTRICT, a California public school district, (hereinafter referred to as "District") and the CITY OF RIVERSIDE, a California charter city and municipal corporation, through its Riverside Police Department (hereinafter referred to as "City"), collectively the "Parties."

RECITALS

A. City is obligated to provide comprehensive law enforcement services within City's jurisdiction.

B. District encompasses the western portion of the City of Riverside, in addition to the eastern portion of the City of Corona and segments of unincorporated parts of Riverside County.

C. City believes that it would greatly benefit the public if Parties arranged for the dedication of a certain number of officer(s) ("School Resource Officers" or "SROs") to the District schools within the City's boundaries for the purpose of providing police services ("School Resource Officer Program" or "Program").

D. District is willing to cooperate with City's efforts and to compensate City for the allocation of such resources.

E. Parties further believe that the Program will help impress upon the minds of the pupils within the City of Riverside the principles of morality, truth, justice, and patriotism, as well as the importance of being responsible for one's actions, respecting other people, and making informed life decisions, thereby reducing criminal activity and drug use among City's youth and fostering cultural sensitivity and mutual understanding between the youth and police.

F. By entering into this MOU, Parties desire to establish the standards, terms, and conditions under which services will be provided.

NOW, THEREFORE, Parties hereto agree as follows:

1. **ROLES AND RESPONSIBILITIES.** Parties agree to provide the services, and to assume the roles and responsibilities, more particularly described in **Exhibit "A"**, attached hereto and incorporated herein ("Services"). This MOU and its attachments will collectively be referred to as the "MOU Documents". The specific terms and conditions of this MOU shall control and have precedence over any contradictory or inconsistent terms and conditions included in the other MOU Documents and shall be controlling in questions of interpretation.

2. **TERM.** This MOU shall be effective from July 1, 2022 until June 30, 2024. Either Party upon thirty (30) days written notice to the other may terminate this MOU.

3. **COMPENSATION.** City shall be compensated for Services in an amount not to exceed Six Hundred Thirty-Seven Thousand Nine Hundred Eighty-Six Dollars ($637,986.00), as set forth in **Exhibit "B"**, attached hereto and incorporated herein.

4. **NOTICES/POINTS OF CONTACT.** For purposes of the administration of this MOU, including all notices, the points of contact for Parties shall be as follows:

To City:	To District:
City of Riverside	Alvord Unified School District
3900 Main Street	9 KPC Parkway
Riverside, CA 92522	Corona, CA 92879
Attn: City Manager	Attn: Superintendent

5. **NO AGENCY RELATIONSHIP.** Parties have a relationship based entirely on, and defined by, the express provisions of this MOU and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this MOU. In the performance of this MOU, each Party's employees, subcontractors, and agents, shall act in an independent capacity and not as officers or employees of the other. Parties acknowledge and agree that neither has an obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to the other, or to the other's employees, subcontractors, and agents. Each shall be responsible for any and all taxes that apply to it as an employer.

6. **INDEMNIFICATION.** Except as to the sole negligence or willful misconduct of City, District agrees to indemnify, defend, protect and hold harmless City from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of District, or anyone employed by or working under District or for services rendered to District in the performance of this MOU. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of District or anyone employed or working under District.

7. **INSURANCE.**

7.1 **City's Insurance.** City is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation and will provide District with a self-insured affirmation letter. City warrants that through its programs of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this MOU.

7.2 **District's Insurance.**

A. Prior to the City's execution of this MOU, District shall provide satisfactory evidence of, and shall thereafter maintain, at its sole cost and expense, during the term of this MOU, such insurance policies and coverages in the types, limits, forms, and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

1. General Liability, Professional Liability, and Automobile Liability Insurance. General Liability (including broad form property damage and contractual liability) insurance on a per occurrence basis with a single limit of not less than One Million Dollars ($1,000,000); Professional Liability Insurance on a per occurrence basis with a single limit of not less than One Million Dollars ($1,000,000); and Automobile Liability Insurance for owned, hired, and non-owned vehicles on a per occurrence basis with a combined single limit of not less than One Million Dollars ($1,000,000).

2. Workers' Compensation as required by California State Law.

3. Such other insurance against insurable risks relating to the performance of this MOU, which from time to time may be reasonably required, by the Parties' mutual written consent.

4. It should be expressly understood, however, that the coverages and limits required under this Section shall not in any way limit the liability of District.

5. **Additional Insured Endorsement.** Prior to City's execution of this MOU, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for the above-mentioned General, Professional, and Automobile Liability insurance, shall be filed by District with City and shall include the City and its officers, employees and agents, as additional insureds. Such policies shall be in the usual form of General, Professional, and Automobile liability insurance policies, but shall include the following provision:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

8. **THIRD PARTY BENEFICIARY**. This Agreement, including but not limited to the indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

9. **TOBACCO-FREE FACILITIES**. Smoking of cigarettes or other tobacco products is prohibited in all buildings and all grounds owned or leased by the District at any time.

10. **AMENDMENTS.** This MOU may be modified or amended only by an amendment to this MOU, agreed to by both Parties in writing.

11. **VENUE AND ATTORNEYS' FEES.** Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

12. **SEVERABILITY**. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this MOU shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant and/or restriction of this MOU, and the remainder of the MOU shall continue in full force and effect.

13. **AUTHORITY**. The individuals executing this MOU and the instruments referenced herein on behalf of Parties each represent and warrant that they have the legal power, right and actual authority to bind Parties to the terms and conditions hereof and thereof.

14. **ENTIRE UNDERSTANDING.** This MOU constitutes the final, complete, and exclusive statement of the terms of the understanding between Parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or agreements of Parties. Neither party has been induced to enter into this MOU by and neither party is relying on, any representation or warranty outside those expressly set forth in this MOU.

15. **INTERPRETATION**. Parties acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU.

15.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise.

15.2 This MOU shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU.

16. **EXHIBITS**. The following exhibits attached hereto are incorporated herein to this MOU by this reference:

Exhibit "A" – Services
Exhibit "B" – Compensation

IN WITNESS WHEREOF, Parties hereto have executed this MOU as of the date first set forth above.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By:_____
Lea Deesing
Assistant City Manager

ALVORD UNIFIED SCHOOL DISTRICT, a California public school district

By: _____
Allan Mucerino
Superintendent of Schools

ATTEST:

By:_____
City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: _____
ASSISTANT CHIEF FINANCIAL OFFICER

APPROVED AS TO FORM:

By:_____
Rahman Gerren
Senior Deputy City Attorney

CA#22-1011 RNG 7/11/22
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EXHIBIT "A"
"Services"

I. Schedule

A. Schedule. The start time and schedule shall be determined by the Riverside Police Department Chief of Police ("Chief") in accordance with the following:

1. Each SRO's regular workweek shall be Monday through Friday, eight (8) hours per day, excluding school holidays;
2. Time allocations shall be modified on a day-to-day basis based on emergency situations, sick leave, court appearances, and other special requirements; and
3. Training periods shall be coordinated in advance with District, and best efforts shall be made to schedule training during non-school days so as to maximize the on-site time of the SRO.

B. Notification. The respective high school, principal, or designee shall be notified of the SROs' daily schedules as far in advance as possible.

II. Statement of Work

A. City's Responsibilities. City shall:

1. **Assigned Officers.** Provide, at the Chief's sole discretion, three (3) fulltime SROs to District. One SRO shall be assigned to each of the three Alvord Unified School District high schools (La Sierra, Norte Vista, and Hillcrest) (hereafter "Sites"), and support shall also be provided to Alvord Continuation High School, Alvord Alternative Continuation High School, and middle and elementary schools, as time allows.
2. **Assigned Supervisor**. Assign a police officer of supervisory rank to act as a liaison between City and District, including individual school administrations, to further law enforcement efforts at Sites.
3. **Supervision and Equipment.** Supervise and direct each SRO's performance of services, and provide the appropriate equipment and training as would normally be afforded a police officer working for City.
4. **Investigation**. Coordinate routine and special investigations on Sites with mutually-agreed upon designees so long as coordination will not compromise the investigation.
5. **Training.** Using the SROs, provide in-service training sessions to District personnel, parents, and students on mutually-agreed upon topics of common interest, such as crime prevention, drug abuse, and personal safety.
6. **Reports.** Investigate reported incidents of criminal behavior, consistent with Riverside Police Department guidelines, including (where appropriate) the arrest and removal of juvenile and adult violators.
7. **Activity Records.** Make activity records available to District on a semi-annual basis.

B. District's Responsibilities. District shall:

1. **Office and Equipment.** Provide SROs with an appropriate work office, furniture, computer, and telephone with voicemail at each of the Sites, as well as provide each SRO with a transceiver radio in order to communicate with staff at the Sites.
2. **Access.** Provide SROs with access to all main entry doors at the Sites.
3. **Emergencies.** Ensure that, in the case of an emergency, the respective principals or official designees of each Site immediately call 911 and notify the appropriate SRO via page or cell phone.
4. **Non-Emergencies.** Make non-emergency requests for police services, directly to the designated SRO. If unavailable, the unit supervisor may be contacted to determine when that SRO will be available.

C. Responsibilities of Both Parties. Parties shall:

1. **Meetings.** Meet at least twice during the year with the appropriate personnel, including the SROs and assigned supervisor for City as well as the respective principals or designees for District, with the first meeting occurring prior to the start of the school year,
2. **Information.** Ensure that it is clear who the appropriate contacts are for particular matters and that contact details are kept up to date.
3. **Program Evaluations.** Coordinate evaluations of the Program by a member of the District administrative staff, an SRO, and at least one supervisory member of the Riverside Police Department, up to two times annually.
4. **Cooperation.** Cooperate to facilitate the Program and City's general law enforcement duties.

D. Supplemental Services. District may request that City provide additional services during evening or weekend events, such as PTA meetings, Back-to-School nights, Open House(s), athletic or performance events, dances, proms, or other District-sponsored events ("Supplemental Services"). City shall use its best efforts to provide the requested Supplemental Services with the SRO assigned to the respective Site at which the event or activity is scheduled. Such requests must be in writing, and District shall be obligated to compensate City for such Supplemental Services at the rate set forth in Exhibit "B".

EXHIBIT B

"Compensation"

1. **Annual Cost.** For Fiscal Years 2022-2023 and 2023-2024, District shall compensate City a sum not to exceed Three Hundred Eighteen Thousand Nine Hundred Ninety-Three Dollars $318,993.00, each year, as set forth below:

Police Officer Hourly Rate Top Step With Advanced Certificate Educational Incentive and Benefits	50 % of Costs per SRO Officer	Three (3) SRO Officers
$212,662.00	$106,331.00	$318,993.00

Such compensation amounts may be adjusted based on negotiated labor agreements which may change from time to time. City shall provide monthly invoices to District for Services. District shall pay to City the amount of such invoices within thirty (30) days of receipt of invoice. City shall only invoice District for actual school days worked by the SROs or when another police officer is specifically assigned and dedicated to backfill in the absence of the regularly-assigned SRO.

2. **Additional Charges for Supplemental Services.** District shall compensate City a sum of Eighty-Seven Dollars Fifty-Nine Cents ($87.59) per hour for Supplemental Services. District shall pay to City the amount of such invoices within thirty (30) days of receipt of invoice.

ALVORD UNIFIED SCHOOL DISTRICT
School Year Calendar
2022-2023

July				
				1
~~4~~	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Student Days 0

August				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Student Days 20

September				
			1	2
~~5~~	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Student Days 21

October				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Student Days 21

November				
	1	2	3	4
7	8	9	10	~~11~~
14	15	16	17	18
21	22	23	~~24~~	~~25~~
28	29	30		

Student Days 16

December				
			1	2
5	6	7	8	9
12	13	14	~~15~~	16
19	20	~~21~~	~~22~~	~~23~~
~~26~~	27	28	~~29~~	~~30~~

Student Days 11 89

January				
~~2~~	3	4	5	6
9	10	11	12	13
~~16~~	17	18	19	20
23	24	25	26	27
30	31			

Student Days 20

February				
		1	2	3
6	7	8	9	10
~~13~~	14	15	16	17
~~20~~	21	22	23	24
27	28			

Student Days 14

March				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Student Days 18

April				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Student Days 20

May				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	~~25~~	26
~~29~~	30	31		

Student Days 19

June				
			1	2
5	6	7	8	9
12	13	14	15	16
~~19~~	20	21	22	23
26	27	28	29	30

Student Days 0 91

180

= Student Day
= Minimum day for all students
Holiday
= Teacher Work Day no students

BREAKS

Thanksgiving: 11/21/22 - 11/25/22
Winter: 12/16/22 - 01/02/23
President's Week: 02/13/23 - 02/20/23
Spring: 03/27/23 - 03/31/23

STUDENT SCHOOL YEAR

08/04/22 - 05/25/23

Board Approved: 11/04/21

GRADUATION DATES

Alvord High & Alternative Ed. - TBD
La Sierra High School - TBD
Hillcrest High School - TBD
Norte Vista High School - TBD

CAASPP TESTING DATES

TBD

Smarter Balanced ELA & Math Grades 3-8, 11
CAA (Alternate) ELA & Math Grades 3-8, 11
CAST (Science) Grade 5, 8, High School

CAA (Alternate/Science)-

TBD

ELPAC - TBD

NNAT 3rd/4th Grade-

TBD

ELEMENTARY (K-5) Grading Periods

1st Progress Report	TBD
Deficiency Notice	TBD
1st Semester Report Card	TBD
2nd Progress Report	TBD
Deficiency Notice	TBD
2nd Semester Report Card	TBD

PARENT CONFERENCES

Elementary

TBD

Middle School

TBD

High School

TBD

STUDENT REGISTRATION DATES

2022-2023 Registration
TK-12 Registration: TBD
2023-2024 Registration
TK/K Registration: TBD

SECONDARY (6-12) Progress Reports

1st Progress Report	TBD
2nd Progress Report	TBD
1st Semester Report Card	TBD
3rd Progress Report	TBD
4th Progress Report	TBD
2nd Semester Report Card	TBD

HOLIDAYS

07/04/22	Independence Day
09/05/22	Labor Day
11/11/22	Veteran's Day
11/24/22	Thanksgiving Day
11/25/22	Local Holiday
12/21/22	Local Holiday
12/22/22	Local Holiday
12/23/22	Local Holiday
12/262022	Christmas Day (Observed)
12/29/22	Local Holiday
12/30/22	Local Holiday (in lieu of Admissions Day)
01/02/23	New Year's Day (Observed)
01/16/23	Martin Luther King Day
02/13/23	Lincoln's Day Observed
02/20/23	Presidents' Day
05/29/23	Memorial Day
06/19/23	Juneteenth Holiday