# MEMORANDUM OF UNDERSTANDING BETWEEN RIVERSIDE UNIFIED SCHOOL DISTRICT AND CITY OF RIVERSIDE FOR THE SCHOOL RESOURCE OFFICER PROGRAM

This Agreement is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2020, in the State of California, by and between the Riverside Unified School District ("District") and the City of Riverside, a California charter city and municipal corporation ("City"). The District and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, the City is obligated to provide a comprehensive law enforcement program to the citizens and property owners within the City's jurisdiction and the District supports such an obligation and desires to assist the City in carrying out its obligation; and

WHEREAS, the Parties desire to further impress upon the minds of the pupils within the city of Riverside the principles of morality, truth, justice, patriotism, a true comprehension of the rights, duties and dignity of American citizenship, the reduction of criminal activity and drug suppression; and

WHEREAS, the School Resource Officer Program (hereinafter referred to as "Program") is of critical importance in that officers assigned to the Program (hereinafter referred to as "SROs") encourage students to be responsible for their own actions, foster respect for other people, develop cultural sensitivity, make informed life style decisions and develop a mutual understanding between the youth and police viewpoints; and

WHEREAS, the "partnership" philosophy with the Program encourages students and law enforcement to work toward a better community and is a basic tenet of Community Oriented Policing.

#### AGREEMENT

**NOW, THEREFORE,** in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## I. DESCRIPTION OF SERVICES

- A. <u>City Obligations</u>: During the term of this Agreement, City hereby covenants and agrees to the following:
  - 1. Assign five (5) SROs to the District for the term of the Agreement. Each SRO shall perform services under the supervision and direction of the City's Chief of Police or designee.
  - 2. The SRO's regular workweek shall be eight (8) hours per day, Monday through Friday, excluding school holidays, in accordance with the District's 2020-2021 and 2021-2022 calendars, attached hereto as Exhibit A and incorporated herein by this reference.
  - 3. Assign a police officer of supervisory rank to act as liaison with the District and individual school administration for law enforcement efforts at District sites.

- 4. SROs shall spend at least sixty percent (60%) of their assigned duty time at their assigned high school or at least ninety percent (90%) of their assigned duty time at one more of their assigned schools. Priority for time shall be at assigned high schools, including lunch hour and at least ten (10) minutes prior to and thirty (30) minutes after school dismissal times.
  - a. Such percentages of time shall be modified on a day-to-day basis based on emergency situations, sick leave, court appearances, and such other special requirements.
  - b. The respective SROs or their supervisor shall notify the respective high school principal of the SROs daily schedule as far in advance as possible.
- 5. The SRO and the assigned supervisor shall meet with the respective principals at least twice during the year with the first meeting occurring prior to the start of the school year to review duties and responsibilities.
- 6. Make available to each SRO an appropriate motor vehicle for the performance of the services to be rendered under this Agreement, and shall pay for all equipment and operating costs, including gasoline, tires and maintenance of said vehicle.
- 7. Make available to each SRO appropriate equipment and training as would normally be afforded a police officer working for the City. Training periods shall be coordinated in advance with the District and the city will strive to schedule training during non-school days so as to maximize the on-site time of the SRO.
- 8. Make activity records available to District on a semi-annual basis.
- 9. Routine investigations on District sites by law enforcement shall be coordinated with respective principals or official designees when such coordination will not compromise the investigation.
- 10. Special Investigations on District sites shall be with a mutually agreed upon designee of the District, if such coordination will not compromise the investigation.
- 11. City agrees to accept and investigate reported incidents of criminal behavior consistent with Riverside Police Departments guidelines used throughout the City to curb drug abuse by the arrest and removal of juvenile and adult violators within the parameters of the law.
- 12. Using the SROs, provide in-service training sessions to District personnel, parents and students on topics of common interest and mutually agreed upon. Such training may include crime prevention, drug prevention, personal safety, etc.
- 13. Evaluate the Program up to two times annually. Said evaluation shall be accomplished by a member of the administrative staff of the District, a SRO and at least one other supervisory member of the Riverside Police Department.
- 14. In the event the designated SRO is unavailable in excess of two (2) days, a substitute officer will be assigned and assume the responsibility of the absent SRO.

- 15. A designated SRO will be made available for random patrols of District facilities during the scheduled summer school dates.
- B. <u>District Obligations</u>: During the term of this Agreement, District hereby covenants and agrees to the following:
  - 1. District personnel shall cooperate with the SRO and City to facilitate the performance of services pursuant to this Agreement and the City's general law enforcement duties.
  - 2. Provide the SROs with an office, furniture, computer, and telephone with voicemail at each high school site. All provide furniture and/or equipment shall remain the property of the District.
  - 3. Provide the SROs with a transceiver radio in order to communicate with staff at the respective school sites.
  - 4. Provide a District e-mail account and access to the internet through the assigned computer in "B.2." above. City's use of District email and internet access shall conform to the District's acceptable use policies and other standards.
  - 5. When there is a need for emergency law enforcement assistance, respective principals or official designees are first to call 9-1-1 and then notify the appropriate SRO via pager or cell phone. The SRO shall respond as quickly as possible and provide further direction, as necessary.
  - 6. The principal or official designee of District shall be responsible for making nonemergency requests for police services. Such requests shall be made directly to the designated SRO. If that officer is not available the unit supervisor may be contacted to determine when that officer will be available.
  - 7. In addition to providing the SROs with READ ONLY access to the District's Student Information System (SIS) to facilitate their work with and support of District students, limited team of RPD Watch Commanders, who provide after-hours support and emergency response services for District students will be provided READ ONLY access. Both Parties agree that Officers with SIS access will adhere to all Student Record Privacy/Confidentiality provisions covered under the Federal Family Educational Right to Privacy Act (FERPA) and all relevant District Board policies and rules/regulations.
  - 8. In addition to providing the SROs with remote access to the surveillance cameras at the sites they serve, the District will provide RPD Watch Commanders with remote access to the cameras at all District sites. The access granted to the SROs shall be utilized as a part of the scope of their duties to review and investigate potential criminal incidents occurring on campus. The access granted to the Watch Commanders shall be for crisis and/or critical incident support in emergency response situations. Both Parties agree that Officers with camera access will adhere to all Student Record Privacy/Confidentiality provisions covered under the Federal Family Educational Right to Privacy Act (FERPA) and all relevant District Board Policies and Rules/Regulations in regard to student images captured on surveillance.

- C. <u>Supplemental Services</u>: District may request City provide additional services during evening or weekend events such as PTA meetings, Back-to-School nights, Open House(s), athletic or performance events, dance(s), prom(s), or other District-sponsored events. City shall use its best efforts to provide the requested services by the SRO assigned to the respective school site at which the event or activity is scheduled. The District shall be obligated to compensate City for such supplemental services.
- D. <u>Selection of SRO</u>: The selection of police officers and supervisory personnel for the Program shall be at the sole discretion of the City's Chief of Police. The Chief of Police is encouraged to solicit input from the District as to SRO selection and assignment.

#### II. TERM AND TERMINATION

- A. The term of this Agreement shall commence on or around July 1, 2020, and will continue through and including, June 30, 2022 ("Dates of Services"). All services shall be performed in a manner consistent with the orderly progress and sequence of work leading to a satisfactory completion. All services and/or materials must be rendered by the end of the term.
- B. Time is of the essence of each and every provision of this Agreement.
- C. Either Party has the right, at its sole discretion, to cancel and terminate this Agreement immediately and without notice upon its discovery of a violation of any term, condition, or provision of the Agreement on the part of the other party, if the violation is not cured within ten (10) days after the non-violating party gives the violating party written notice of such violations.
- D. This Agreement may be terminated by either party upon thirty (30) days written notice to the other, for any reason. In the event of a termination, the District shall pay City for all services performed and all expenses incurred under this Agreement supported by documentary evidence up until the date of termination.
- E. Neither party shall be entitled to consequential damages as a result of termination. Payment to the City in accordance with this Article shall constitute the Consultant's exclusive remedy for any termination hereunder. Provision of services and materials by City, pro rata according to the date of termination, shall be the District's exclusive remedy for any termination hereunder. The rights and remedies of City and District provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

#### HI. COMPENSATION

- A. The Program shall be funded by the District and the City as follows:
  - 1. For **Fiscal Year 2020-2021**, the District shall compensate the City in an amount not to exceed *five hundred thirty-one thousand six hundred fifty-five dollars and zero cents* (\$531,655.00). This sum represents an approximately fifty percent (50%) discount of the total cost of the Program.
  - 2. For **Fiscal Year 2021-2022**, the District shall compensate the City in an amount not to exceed *five hundred thirty-one thousand six hundred fifty-five dollars and zero cents* (\$531,655.00). This sum represents an approximately fifty percent (50%) discount of the total cost of the Program.

- 3. For the term of this Agreement (Fiscal Years 2020-2022), District shall compensate City in the amount of *eighty-seven dollars and fifty-nine cents* (\$87.59) per hour for the services rendered hereunder.
- 4. District understands that the hourly compensation may be adjusted based on the negotiated labor agreements which may periodically change. However, any such adjustments are limited to no more than once per year.
- 5. District agrees to compensate City for services satisfactorily rendered pursuant to this Agreement upon receipt and approval of property prepared invoices. City must submit invoices by email to <u>AccountsPayable@RiversideUnified.org</u>, and the <u>Principal of the SRO's assigned school</u>. Invoices shall be submitted with sufficient detail as to determine services provided, with reference to District's Purchase Order Number. Compensation for the Program shall be made by District in bi-annual payments due on, or before, each December 1<sup>st</sup> and June 1<sup>st</sup>. Compensation for Supplementary Services shall be made by District within thirty (30) days of receipt of properly prepared invoice.

## IV. REGULATIONS

- A. City shall abide by all applicable federal, state, and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District.
- B. City shall be subject to the rules, regulations, and policies of the District, including recognizing the confidential nature of information regarding pupils and their records.
- C. In the interest of public health, the District is proud to provide a healthy, tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased, or contracted for by the District.
- D. Consultant, and Consultant's staff, shall at all times comply with the provisions and requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350 et seq.).

## V. CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES

City makes the following certifications, representations, and warranties for the benefit of the District and City acknowledges and agrees that the District, in deciding to engage City pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations, and warranties and their effectiveness throughout the term of this Agreement and the course of City's engagement hereunder:

- A. City is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable laws, City has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.
- B. City, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

#### VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed to by both Parties that the City, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent, or employee of the District. City employees shall under no circumstance be considered or held to be employees of District and District shall have no obligation to provide any benefits including Workers' Compensation or Unemployment Insurance coverage for or on behalf of such employees.

#### VII. CHILD ABUSE REPORTING

City shall establish a procedure acceptable to District to ensure that all employees performing services under this Agreement report child abuse or neglect to a child protective agency as defined in California Penal Code § 11166.

#### VIII. FINGERPRINTING

City shall provide a written statement, in the form and with the content similar to Exhibit B, that City has completed the criminal background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code § 1192.7(c).

#### IX. NOTICES

Any non-billing related notice required hereunder shall be in writing and must be addressed as follows: Riverside Unified School District, Attn: Chief Business Officer, 3380 14<sup>th</sup> St., Riverside, CA 92501. A copy must also be sent to the District's Contract Analyst at 6050 Industrial Ave., Riverside, CA 92504. All notices to the City will be sent to the City of Riverside, Attn: City Manager, 3900 Main St., Riverside, CA 92522. All notices must be sent via registered/certified mail and are deemed received upon delivery to the intended address. Should Notice information change during the term of this Agreement, it is the obligation of the Party changing that information to inform the other Party. Otherwise, delivery to these addresses will be deemed proper Notice.

#### X. HOLD HARMLESS

City shall defend, indemnify and hold District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, intentional acts, omissions or misconduct of City, its officers, agents, or students.

The District shall defend, indemnify and hold City, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, omissions or misconduct of District, its officers, agents, or employees.

#### XI. INSURANCE

- A. City, at its sole cost and expenses, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
  - 1. General Liability, Sexual Abuse Liability, Employer's 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 and zero cents* (\$1,000,000); Sexual Abuse Liability insurance on a per occurrence basis with a single limit of not less than *three*

million dollars and zero cents (\$3,000,000); Employer's Liability insurance on a per occurrence basis with a single limit of not less than one million dollars and zero cents (\$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 and zero cents (\$1,000,000).

- 2. Workers' Compensation as required under California State law.
- 3. Such other insurance against insurable risks relating to the performance of this Agreement, 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 the City.
- 5. Additional insured endorsements are required for general, property damage, sexual abuse and automobile liability policy coverage. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of City, its officers, agents, or employees. City, upon the execution of this Agreement, shall furnish District with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to District of any material modifications, change or cancellation of the above insurance coverages.
- B. District, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining, or causing to be maintained, insurance coverage as follows:
  - 1. General Liability Insurance Program with a limit of not less than *one million dollars and* zero cents (\$1,000,000).
  - 2. Business Automobile Liability for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combines single limit of not less than <u>one million dollars and zero cents</u> (\$1,000,000).
  - 3. Workers Compensation Insurance as required by California law.
  - 4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of District and City against other insurable risks relating to performance of this Agreement.
  - 5. It should be expressly understood, however, that the coverages and limits required under this Section shall not in any way limit the liability of the District.
  - 6. The coverages referred to under (1) and (2) of this Section shall include City as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of District, its officers, agents, or employees. District, upon the execution of this Agreement, shall furnish City with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty

(30) days advance written notice to City of any material modifications, change or cancellation of the above insurance coverages.

#### XIII. NON-WAIVER

The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement shall not be deemed a waiver of any right or remedy that either party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

## XIV. MISCELLANEOUS

- A. Nothing in this Agreement shall create a contractual relationship between the District and any third party nor obligate the District to pay any monetary compensation to a third party.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the State of California, County of Riverside.
- C. <u>Authority</u>: The individuals executing this Agreement on behalf of the Parties each represent and warrant that they have the legal poser, right, and actual authority to bind the Parties to the terms and condition herein.
- D. <u>Assignment</u>: Neither Party to this Agreement shall assign its rights or delegate its duties hereunder without the prior *written* consent of the other Party.
- E. <u>Entire Agreement</u>: This Agreement constitutes the entire agreement between the Parties related to the services herein, and supersedes all prior negotiations, understandings or agreements, either written or oral. All Exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement. This Agreement may only be modified by a written amendment signed by all the Parties.
- F. <u>Electronic Signatures</u>: By executing this Agreement below, each party indicates that it agrees to be legally bound by this Agreement, and that such consent to be bound may be provided through electronic signature. Contractor specifically acknowledges that it is aware that by executing this Agreement, the Contractor is providing an electronic mark that is held to the same standard as a legally binding equivalent of a handwritten signature, including, but not limited to, for purposes of validity, enforceability, and admissibility. Contractor may opt out of using an electronic signature and may choose to sign the document through a handwritten signature by notifying the District in writing that it wishes to execute this form through a handwritten signature.
- G. <u>Counterparts</u>: This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all Parties had signed the same document. All of the counterparts shall be construed together with and shall constitute one Agreement, but in making proof, it shall be necessary to produce one such counterpart. A Facsimile transmission shall be as valid and enforceable as an original.
- H. <u>Survival</u>: All relevant Articles related to rights and obligation pursuant to this Agreement which, by their nature should survive, or which this Agreement expressly states will survive, including, but not limited to, any and all payment obligations invoiced prior to termination or expiration hereof, will remain in full force and effect after termination or expiration hereof.

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have executed this Agreement on the day and year first written above.

CITY:	DISTRICT:
CITY OF RIVERSIDE, a California charter city and municipal corporation	RIVERSIDE UNIFIED SCHOOL DISTRICT
	Mays Kakish CBO & Governmental Relations
Assistant City Manager Print Name:	Mays Kakish CBO & Governmental Relations
ATTEST:	
City Clerk Print Name:	
APPROVED AS TO CONTENT:	
Larry V. Gonzalez Chief of Police	
APPROVED AS TO FORM:	
Eliot Min	
City Attorney (Deputy) Print Name: Elliot Min	
CERTIFIED AS TO FUNDS AVAILABILITY:	
BY: Chief Financial Officer/ City Treasurer	

## Exhibit A

Riverside Unified School District 2020-2021 & 2021-2022 School Fiscal Year Calendars

# RIVERSIDE UNIFIED SCHOOL DISTRICT Standard School Calendar 2020-2021

S M T W T F S  JULY  1 2 4  5 6 7 8 9 10 11  12 13 14 15 15 17 18  19 20 21 22 23 24 25	S M T W T F S  AUGUST  2 3 4 8 6 8 8  9 11 12 13 14 15 16 17 18 19 29 21 22	5 M T W T F S  SEPTEMBER  1 2 3 4 5  6 7 8 9 10 11 12  13 14 15 16 17 18 19  29 21 22 23 24 25 26	S M T W T F S  OCTOBER  1 2 3  4 5 6 7 8 0 10  11 12 13 14 15 16 17  18 19 20 21 22 23 24
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	LEG/	AL & LOCAL HOLIDAYS			IMPORTANT DATES
JUL	3	- Independence Day Observed	AUG	5	- New Employee Welcome
SEP	7	- Labor Day	AUG	6-7	- All Teachers on Duty
NOV	11	- Veterans' Day	AUG	7	- All Teachers on Duty - First Day for 7th Grade - Classes Begin - End of First MS/HS Quarter
	26:	- Thanksqiving Day	AUG	10	Classes Begin
	27	- All Facilities Closed	OCT	9	- Each of First MS/HS Quarter
DEG	24	- All Facilities Closed			(MS Not in Session)
	25	<ul> <li>Christmas Holiday Observed</li> </ul>	OCT	30	Elementary Miránium Day
	31	- (In Lieu of Admissions Day)	MOV	5-6	- Paveni/Teachex Conferences
JAN	1	- New Year's Holiday Observed			(Elementary Not in Session)
JAN	18	- Maxiin Luther King's Day	INCIV	Б	- End of First Trimester (Elementary sites only)
FEB	12:	- Lincoln's Day	NOV	23-27	- Thanksgiving Recess
	15	- Presidents' Day	DEG	18	- End of First MS/HS Semester
MAY	31	- Memorial Day			/MS/HS Not in Session?
		•	DEC	21 firu Jan 1	- Winter Recess
			JAN	4	- Classes Resume
			FEB	19	Elementary Winimum Day
			FEB	26	- End of Second Trimester (Elementary sites only)
Noven	nber 23 -	27 All Facilities Closed	MAR	12	- End of Third MS(HS Quarter
Decen	nber 21 -	25 All Facilities Closed			(MS Not in Session)
			MAR	22-26	- Spring Recess
Bo	arol Agor	oved 9/3/19	MAR	29	- Classes Resume
·Βσ	red Appea	wed 12/17/19	MAY	14	Elementary Mirimum Day
*Hof5x	lay Moted	l: December 3t	MAY	25	- End of High School & 7th Grade
			HAY	26	- End of Elem & Sth Grade
			MAY	26	- Last Day for ElemMS/HS Teachers
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## RIVERSIDE UNIFIED SCHOOL DISTRICT Standard School Calendar 2021-2022

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#### Exhibit B

# **Fingerprinting Requirements**

With respect to the Agreement dated May 1, 2020, by and between the Riverside Unified School District ("District") and the City of Riverside ("City") for the School Resource Officer Program, the City hereby certifies to the governing board that it has completed the background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c).

Authorized City Repr	esentative
Printed Name	
Title/Position	