

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

This Agreement is made and entered into this _____ day of _____, 2024, in the State of California, by and between the Alvord 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 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 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 students 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 education 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. City Obligations: During the term of this Agreement, the City hereby covenants and agrees to the following:

1. Assign three (3) 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 work week shall be eight (8) hours per day, Monday through Friday, excluding school holidays, in accordance with the District's 2024–2025 and

2025 – 2026 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 time at their assigned high school or at least ninety percent (90%) of their assigned duty time at one or 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 time.
 - a. Such percentages of time shall be modified on a day-to-day basis based on emergency situations, sick leave, court appearances, and other such special requirements.
 - b. The respective SROs or their supervisor shall notify the respective high school principal and the District Liaison of a change in the SROs daily schedule as far in advance as possible.
5. The SRO and the assigned supervisor shall meet with the District Liaison at least twice during the school 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 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 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 Department 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. Use of the SROs to provide in-service training sessions to District personnel, parents, and students on topics of common interest will be 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, an 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 program dates.

B. District Obligations: During the term of this Agreement, the 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 each SRO with an office, furniture, computer, equipment, and telephone with voicemail at their respective high school sites. The location for the office shall be mutually agreed upon by Riverside Police Department and the District Liaison and shall not be relocated without the prior mutual agreement of Riverside Police Department and the District Liaison. All provided furniture and/or equipment shall remain the property of the District.
3. Provide the SROs with a transceiver radio to communicate with staff at the respective school sites.
4. Provide a District email account and access to the internet through the assigned computer in "B. 2." above. The 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 to first call 9-1-1, and then notify the appropriate SRO via cell phone. The SRO shall respond as quickly as possible and provide further direction as necessary.
6. The principal or official designee of the District shall be responsible for making non-emergency 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 by the District Liaison 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 the support of, District students, limited to Watch Commanders, who provide after-hours support and emergency response services for District students will be provided READ ONLY access. Both Parties Privacy/Confidentiality precision covered under the Federal Family Educational Rights 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 the Riverside Police Department 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 regarding student images captured on surveillance.
- C. **Supplemental Services:** The District may request the City to 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. The City shall use its best efforts to provide the requested services by the SRO assigned to their respective school site at which the event or activity is scheduled. The District shall be obligated to compensate the City for such supplemental services.
 - D. **Selection of SRO:** 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. TERMS AND TERMINATION

- A. The term of this Agreement shall commence on or around July 1, 2024, and will continue through and including June 30, 2026 ("Dates of Service"). 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 corrected

within ten (10) days after the non-violating party has given 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 this event of a termination, the District shall pay the 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 the 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 the City and District provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

III. COMPENSATION

- A. The Program shall be funded by the District and the City as follows:
 - 1. For the Fiscal Year 2024-2025, the District shall compensate the City in an amount not to exceed \$436,586.04. This sum represents an approximately fifty percent (50%) discount of the total cost of the Program.
 - 2. For the Fiscal Year 2025-2026, the District shall compensate the City in an amount not to exceed \$436,586.04. 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 2024-2026), the District shall compensate the City in the amount of \$103.36 per hour for the supplemental services rendered hereunder.
 - 4. The District understands that they 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. The District agrees to compensate the City for services satisfactorily rendered pursuant to this Agreement upon receipt and approval of properly prepared invoices. The City must submit invoices by email to AccountsPayable@alvordschools.org. Invoices shall be submitted with sufficient detail as to determine services provided, with reference to District's Contract/Purchase Order Number. Compensation for the Program shall be made by the District in bi-annual payments due on, or before, each December 1st and June 1st. Compensation for Supplementary Services shall be made by the District within thirty (30) days of receipt of properly prepared invoices.

IV. REGULATIONS

- A. The 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. The City shall be subject to the rules, regulations, and policies of the District, including recognizing the confidential nature of information regarding students 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, or/by the District.
- D. City, and City's staff, shall at all times comply with the provisions and requirement of the Drug-Free Workplace Act of 1990 (*Government Code §8350 et. seq.*)

V. CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES

The City makes the following certifications, representations, and warranties for the benefit of the District and the City acknowledges and agrees that the District, in deciding to engage the 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 the City's engagement hereunder.

- A. The City is qualified in all respects to provide to the District all of the services covered by this Agreement and, to the extent required by any applicable laws, the 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. The 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. The City employees shall under no circumstance be considered or held to be employees of the District and the District shall have no obligation to provide any benefits including Workers' Compensation or Unemployment Insurance coverage for or on behalf of such employee.

VII. CHILD ABUSE REPORTING

The City and District shall establish a procedure acceptable to both Parties 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

The City shall provide a written statement, in the form and with the content similar to Exhibit B, that the City has completed the criminal background check requirements of California Education Code §42125.1 and that none of its employees that may come in contact with District students have been convicted of a serious 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:

Alvord Unified School District
Attn: Assistant Superintendent of Business Services
9 KPC Parkway
Corona, California 92879

All notices to the City will be sent to:

City of Riverside
Attn: City Manager
3900 Main Street
Riverside, California 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

The City shall defend, indemnify, and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expenses (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 the City, its officers, agents, or students.

The District shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expenses (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, omission or misconduct of the District, its officers, agents, or employees.

XI. INSURANCE

A. The 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 (includes 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** (\$1,000,000.00); Sexual Abuse Liability Insurance on a per occurrence basis with a single limit of not less than **three million dollars and zero cents** (\$3,000,000.00); Employer's Liability Insurance on a per occurrence basis with a single limit of not less than **one million dollars and zero cents** (\$1,000,000.00); Professional Liability Insurance on a per occurrence basis with a single limit of not less than **one million dollars and zero cents** (\$1,000,000.00); 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** (\$1,000,000.00).

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 the City, its officers, agents, or employees. The City, upon the execution of this Agreement, shall furnish the District with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to the District of any material modifications, change or cancellation of the above insurance coverages.
- B. The 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** (\$1,000,000.00).
 2. Business Automobile Liability for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than **one million dollars and zero cents** (\$1,000,000.00).
 3. Workers' Compensation Insurance as required under California State law.
 4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the District and the 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 the 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 the District, its officers, agents, or employees. The District upon the execution of this Agreement, shall furnish the City with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to the 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 law 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. **Authority:** The individuals executing this Agreement on behalf of the Parties each represent and warrant that they have the legal right, and actual authority to bind the Parties to the terms and conditions herein.
- D. **Assignment:** Neither Party to this Agreement shall assign its rights or delegate its duties hereunder without the prior *written* consent of the other Party.
- E. **Entire Agreement:** 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. **Electronic Signatures:** 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. The Parties' specifically acknowledge that it is aware that by executing this Agreement, the Parties' are 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. The City 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. **Counterparts:** 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. **Survival:** 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 obligation 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:

CITY OF RIVERSIDE, a California charter city and municipal corporation

Assistant City Manager or City Manager

Print Name: _____

DISTRICT:

ALVORD UNIFIED SCHOOL DISTRICT



Cindi Martin

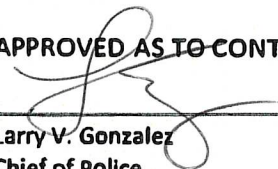
Director III - Fiscal Services

ATTEST:

City Clerk

Print Name: _____

APPROVED AS TO CONTENT:



Larry V. Gonzalez
Chief of Police

APPROVED AS TO FORM:



City Attorney or Deputy City Attorney

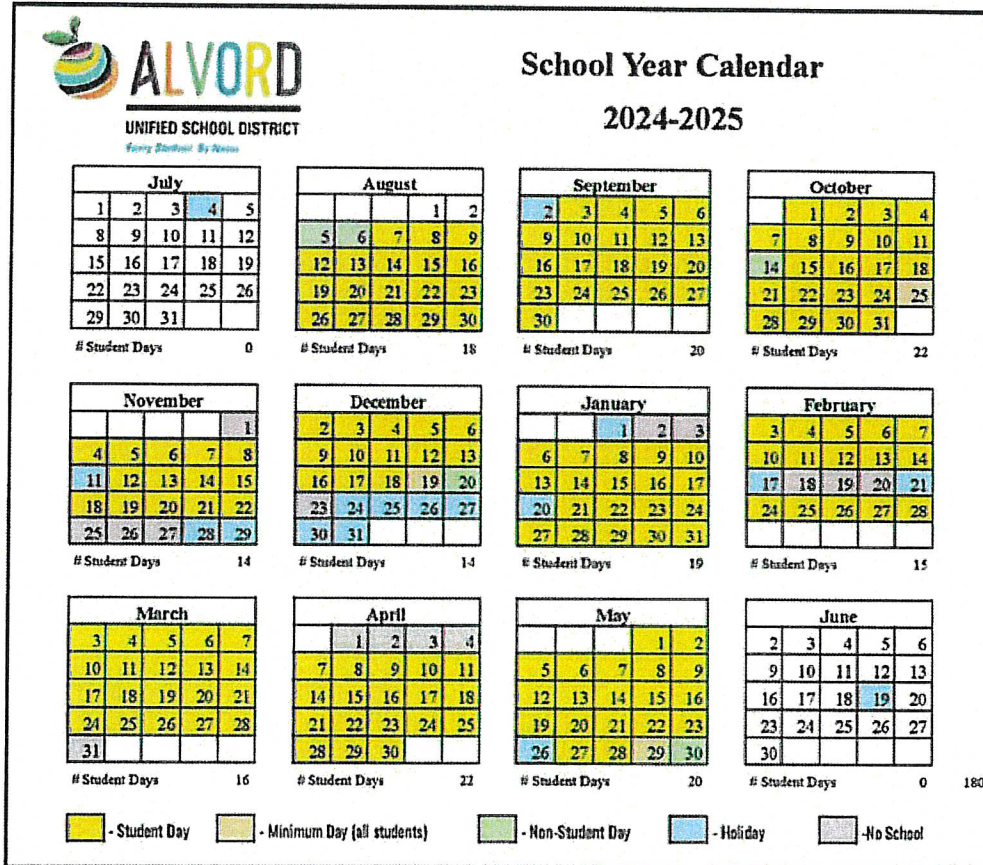
Print Name: Jack E. Su

CERTIFIED AS TO FUNDS AVAILABILITY:

By: 

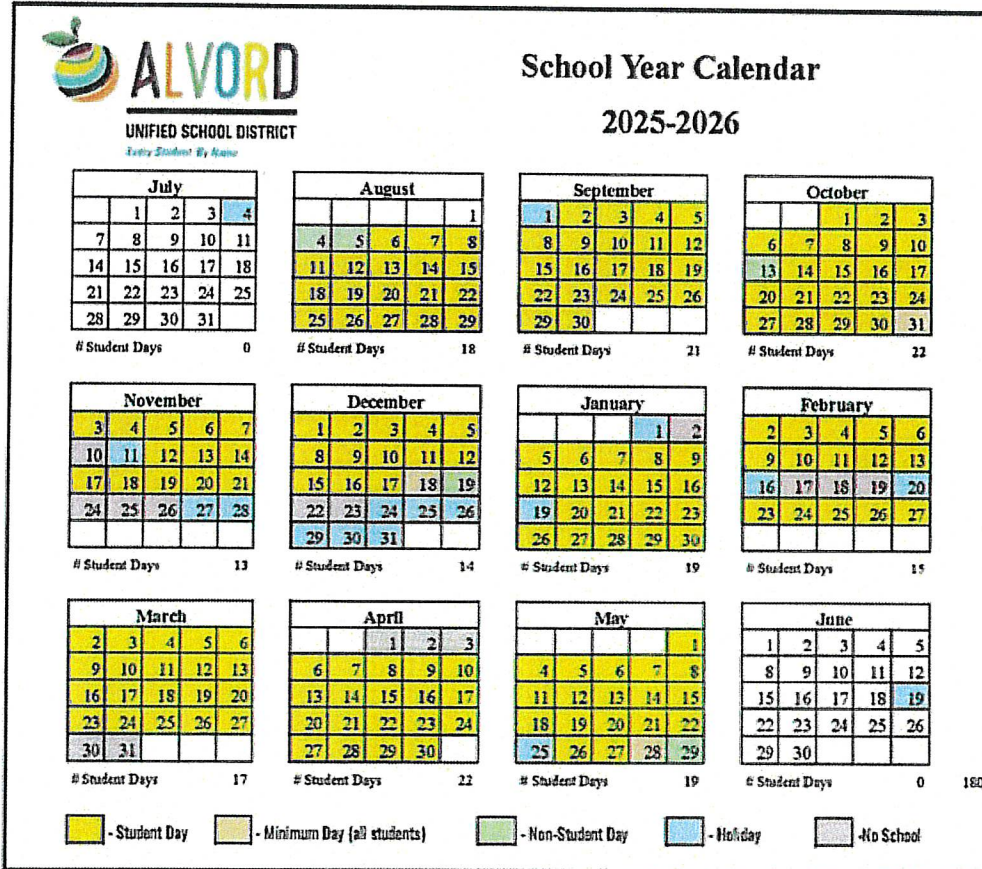
Chief Financial Officer / City Treasurer

EXHIBIT A
Alvord Unified School District
2024 – 2025 & 2025 - 2026 School / Fiscal Calendars



Holidays/Breaks 7/4 Independence Day 9/2 Labor Day 11/11 Veteran's Day 11/25-29 Thanksgiving Break 12/20-1/3 Winter Break 1/20 Martin Luther King Jr. Day 2/17-21 Presidents Break 3/31-4/4 Spring Break 5/26 Memorial Day 6/19 Juneteenth 17 Holidays	Firs/Last Day of School First day of school 8/7 Last day of school 5/29 Graduation Dates Alvord High & Alternative Ed. 5/22 La Sierra High School 5/28 Hillcrest High School 5/29 Norte Vista High School 5/27	Parent Conferences <u>Elementary</u> Oct. 7-11 <u>Middle School</u> Oct. 10-11 & Mar. 6-7 <u>High School</u> Oct. 17-18 & Mar. 13-14	ELEMENTARY (K-5) Grading Periods 1st Progress Report 9/13 Deficiency Notice 10/25 1st Semester Report Card 12/19 2nd Progress Report 2/14 Deficiency Notice 4/11 2nd Semester Report Card 5/29 SECONDARY (6-12) Grading Periods 1st Progress Report 9/13 2nd Progress Report 10/25 1st Semester Report Card 12/19 3rd Progress Report 2/14 4th Progress Report 4/11 2nd Semester Report Card 5/29
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EXHIBIT A
Alvord Unified School District
2024 – 2025 & 2025 - 2026 School / Fiscal Calendars



Holidays/Breaks	First/Last Day of School	Parent Conferences	ELEMENTARY (K-5) Grading Periods
7/4 Independence Day	First day of school 8/6	<u>Elementary</u>	1st Progress Report 9/19
9/1 Labor Day	Last day of school 5/28	Oct. 6-10	Deficiency Notice 10/30
11/11 Veteran's Day	Graduation Dates	<u>Middle School</u>	1st Semester Report Card 12/18
11/24-28 Thanksgiving Break	Alvord High & Alternative Ed. 5/21	Oct. 5-6 & Mar. 7-8	2nd Progress Report 2/13
12/19-1/2 Winter Break	La Sierra High School 5/28	<u>High School</u>	Deficiency Notice 4/10
1/19 Martin Luther King Jr. Day	Hillcrest High School 5/26	Oct. 12-13 & Mar. 14-15	2nd Semester Report Card 5/28
2/16-20 Presidents Break	Norte Vista High School 5/27		
3/30-4/3 Spring Break			SECONDARY (6-12) Grading Periods
5/25 Memorial Day			1st Progress Report 9/19
6/19 Juneteenth			2nd Progress Report 10/30
17 Holidays			1st Semester Report Card 12/18
			3rd Progress Report 2/13
			4th Progress Report 4/10
			2nd Semester Report Card 5/28

EXHIBIT B
Alvord Unified School District
Fingerprinting Requirements

With respect to the Agreement dated _____, by and between the Alvord 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 §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 §667.5(c) or a serious felony listed in California Penal Code §1192.7(c).

Authorized City Representative

Printed Name

Title / Position