

DATE SUBMITTED 07/08/24  
 SUBMITTED BY Police Department  
 DATE ACTION REQUIRED 07/17/24

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT:                    DISCUSSION/ACTION:  <p align="center"><b>1. Approval of the Full-Time and Part-Time School Resource Officer Agreement for school year 2024/2025</b></p>	
DEPARTMENT INVOLVED: Police	
BACKGROUND/SUMMARY:  This agreement provides one full-time School Resource Officer and one part-time School Resource Officer for the Imperial Unified School District. The school district reimburses the fully burdened cost for the full-time School Resource Officer for the 190-day school year. That amount is \$93,021.26. The city incurs an expense of \$12,253.45 to pay for the SRO for the remainder of the year. The city also incurs an expense of \$96,737.56 to backfill the patrol position that would otherwise be occupied by the SRO. The school district reimburses the fully burdened cost for the part-time School Resource Officer for the 190-day school year. That amount is \$42,365.98. The city incurs an expense of \$97,423.27 to pay for the SRO for the remainder of the year.	
FISCAL IMPACT: No additional impact to the General Fund due to budgeted salaries.	FINANCE INITIALS <u>JMS</u>
STAFF RECOMMENDATION: Approve	DEPT. INITIALS <u>MS#411</u>
MANAGER'S RECOMMENDATION: <p align="center"><i>Approve</i></p>	CITY MANAGER'S INITIALS <u>JTM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )                    REJECTED ( ) DISAPPROVED ( )                    DEFERRED ( )  REFERRED TO:

# **SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING**

## **Imperial Unified School District**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR FULL-TIME AND PART-TIME SCHOOL RESOURCE OFFICERS**, is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **CITY OF IMPERIAL** a municipal corporation of the State of California, and the **IMPERIAL UNIFIED SCHOOL DISTRICT** ("IUSD" or ""District") (individually, ""Party", collectively "Parties"):

### **RECITALS**

**WHEREAS**, the City and the District are committed to providing safe schools where students can learn and teachers can teach and agree that effective schooling requires a safe and orderly environment in which learning can occur; and

**WHEREAS**, the City, the IUSD and the City of Imperial Police Department ("IPD" or "Police Department") recognize that children are our community's most valuable asset and the safety of students and staff in our school district is a shared priority of the City, the IUSD, the IUSD Governing Body students, staff, parents, and guardians; and

**WHEREAS**, the City and IPD, in collaboration with the IUSD, has implemented the School Resource Officer Program ("SRO Program"); and

**WHEREAS**, the parties to this MOU agree that at all times School Resource Officers ("SROs") are sworn law enforcement officers employed by the IPD who have a duty and an obligation to enforce the laws of the State of California and, at all times, are governed by the Rules and Regulations of the IPD; and

**WHEREAS**, the parties to this MOU further agree and understand that responsibility for school discipline rests with school administration(s) and all decisions related to school discipline must be consistent with the District's Code of Conduct; and

**WHEREAS**, the parties wish to enter into an MOU which complies with applicable California Department of Education Laws and Codes and defines roles and responsibilities of school personnel, security personnel, and law enforcement who are deployed in schools.

**NOW, THEREFORE**, for good and valuable consideration, it is agreed as follows:

## **1. PURPOSE**

The purpose of this MOU is to provide for the health, safety, and welfare of IUSD students by providing for community partnership programs involving SRO assigned by the City, through IPD to IUSD Schools.

This MOU is intended to facilitate a clear understanding of the roles, duties, and responsibilities of SROs, IUSD, City and IPD in this collaboration. This MOU formalizes the partnership between the IUSD, the City, and IPD related to the assignment of SROs within the District.

This MOU reinforces the commitment of the parties that schools are meant to be safe places where students can learn from their mistakes in order to grow into healthy, productive adults. The purpose of this MOU is to set forth guidelines to ensure that the City, IPD, and IUSD have a shared understanding of the roles and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.

## **2. SRO DUTIES AND SCHEDULE**

**2.1. Duties:** The SRO's scope of duties when assigned in said capacity, will include:

- a. investigate reported or self-initiated criminal law violations and response to police related safety incidents,
- b. provide teacher / Faculty training when requested,
- c. conduct classroom presentations when requested,
- d. participate in parent workshops / conferences, and/or
- e. offer students law enforcement related counseling, guidance and referrals to other agencies, as needed.

### **2.2. Schedule**

- 2.2.1 The Parties shall agree upon a schedule for the SRO's duties and at which school sites. The parties anticipate the Resource Officers' time to be distributed between all sites, District locations and District-sponsored events, depending on the needs of the District.
- 2.2.2 The Full-time SRO will be assigned to work Monday through Friday (0800 hrs. through 1600 hrs.) which corresponds with the normal school schedule for schools in the IUSD for the full term of a normal school year. The standard expectation will be the SRO will generally not request discretionary time off during the regular school calendar. In the event that there is an absence or replacement, section 3 of this MOU shall apply.
- 2.2.3 The Part-time SRO will be assigned to work Tuesday through Friday (1100 hrs. through 1600 hrs.) which corresponds with the days and hours the majority of students are on campus. The standard expectation will be the SRO will generally not request discretionary time off during the regular school calendar. In the event that there is an absence or replacement, section 3 of this MOU shall apply.

### 3. ABSENCES AND REPLACEMENTS

- 3.1 **Absences:** In the event an assigned SRO is to be absent from work, the SRO shall notify his/her City supervisor. The City shall promptly notify the Superintendent of Schools that the SRO will be absent and shall assign a replacement and shall notify the Superintendent or of the replacement.
- 3.3 **Replacements and Removals:** In the event that the Superintendent of Schools and/or the City determine that the work of an SRO is unsatisfactory to either or both, the Superintendent and the City shall meet to seek agreement on corrective action to be taken to address the issue. The City shall have discretion to appropriately address any personnel matters and shall comply with City MOUs, rules and regulations, and Police Department Policy and Procedure Manual regarding the same.

### 4. ASSIGNMENT AND SELECTION

- a. The City is responsible for the identification and selection of personnel considered qualified to satisfactorily fulfill the role of SRO.
- b. The period of assignment for an individual SRO is limited to five years based on satisfactory performance and at the completion of which, a replacement shall be selected. (See section 3.3 for removal prior to the completion of 5 years).
- c. The City is agrees to include IUSD in the review and selection process for the SRO positions when replacement and/or assignment of staff is needed. Input from IUSD will be considered when selecting SRO to ensure the best fit for both parties.
- d. The City retains final decision making for assignment and selection of SRO personnel.

### 5. PARTIES UNDERSTANDING AND RESPONSIBILITIES

- 5.1 **Understanding:** It is understood by IUSD that the City is a public agency providing service to IUSD. Additionally, it is understood by the parties that the SRO shall be an employee of the City entitled to all rights and benefits accorded to similarly situated City employees and that the SRO is not an employee of IUSD nor is the SRO entitled to any rights and benefits of an IUSD employee. Accordingly, the City will be responsible for all local, state and federal employment withholding taxes, workers compensation for its employees, and all other applicable employment costs and benefits for the SRO.

#### 5.2 City responsibilities

- 5.2.1 City agrees to provide an SRO to act as a uniformed officer with high visibility presence on and around the various school sites of IUSD, located in the City during the agreed upon times and/or days.
- 5.2.2 City agrees to furnish all normal equipment associated with the position of police officer, to include the use of an IPD vehicle. City will provide the administrative

support services for all personnel assigned under this MOU. City agrees to send the assigned SRO to the basic (CA - POST) School Resource Officer Course within the first 120 days of the assignment, if POST has not yet been completed or is not current.

- 5.2.3 City shall bear the cost of any overtime accrued by the SRO when assigned to duties unrelated to IUSD.
- 5.2.4 City agrees not to invoice IUSD for any sick days or schedule days off associated to the SRO specific to his / her regular assigned work period. In the event the SRO will be out in excess of 7 or more days, IPD will make every effort to find a replacement officer, temporarily, until the SRO returns.
- 5.2.5 The service of the SRO under this MOU shall be subject to the supervision by and direction from the City's Authorized Representative (the Police Chief) or an authorized designee of the Police Chief.
- 5.2.6 The services performed by the City under this MOU shall be subject to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500, et seq.); in particular, the immunity protections of Government Code section 6513, and the provisions of Government Code sections 895 through 895.8.

### **5.3 IUSD Responsibilities**

- 5.3.1 IUSD will include the SROs in appropriate IUSD meetings, trainings and updates, as needed. An IUSD representative will act as liaison between IUSD and City. The IUSD representative will work with the SROs to maintain records of data including, (for example, arrests, offenses, dispositions.)
- 5.3.2 IUSD will provide a secure workspace/office space for the assigned SROs. IUSD shall reimburse City for cost of cell phone issued for the Resource Officer's use in carrying out the City's duties as set forth in this MOU.
- 5.3.3 Except as specifically set forth herein, IUSD shall pay the fully burdened base pay of the SRO's per days worked. IUSD in effect as of the date of this MOU and as may be amended from time to time.
- 5.3.4 In the event the SRO is entitled to receive overtime pay during any period wherein the SRO has performed SRO duties assigned by IUSD. IUSD shall review, authorize, and reimburse the City for the additional cost of overtime earned by the SRO on a pro rata basis.

### **6. COMPLAINTS**

If a concern arises pertaining to the quality of services performed by any SRO under this MOU, the IUSD Authorized Representative, the Superintendent or authorized designee, shall promptly notify the City's Authorized Representative, the Chief of Police or authorized

designee, regarding the nature of the concern and any requested corrective action to be taken by the City.

## **7. TERM OF MOU**

The term of this MOU shall be for the FY 2024-2025 school year. The Parties agree to enter into negotiations for subsequent fiscal years not later than May of 2025.

## **8. COMPENSATION**

IUSD shall pay the City the fully burdened base pay (**Officer Mark Janosz**) for services provided under this Agreement during the term of the MOU as outlined in Section 7 "Term of MOU" not to exceed ninety-three thousand, twenty-one dollars and twenty-six cents. (**\$93,021.26**) during the 2024-2025 school year which, for purposes of this agreement, shall be up to **190** days. IUSD shall make payment to the City no later than thirty (**30**) days after IUSD's receipt of an invoice from the City. City shall bill monthly.

IUSD shall pay the City half (50%) the fully burdened base pay (**Officer Carmen Fierro**) for services provided under this Agreement during the term of the MOU as outlined in Section 7 "Term of MOU" not to exceed forty-two thousand, three hundred sixty-five dollars and ninety-eight cents. (**\$42,365.98**) during the 2024-2025 school year which, for purposes of this agreement, shall be up to **152** days. IUSD shall make payment to the City no later than thirty (**30**) days after IUSD's receipt of an invoice from the City. City shall bill monthly.

## **9. PAYMENT**

IUSD shall make payment to the City no later than thirty (**30**) days after IUSD's receipt of an invoice from the City. City shall bill monthly.

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail should be addressed to the parties' Authorized Representatives as follows:

**TO CITY:** City of Imperial  
420 South Imperial Avenue  
Imperial, California 92251  
Attn: Dennis H. Morita, City Manager

**TO IUSD:** Imperial Unified School District  
219 North "E" Street  
Imperial, California 92251  
Attn: Bryan Thomason, Superintendent

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

## **10. INDEMNIFICATION**

### **10.1 City of Imperial**

The City agrees to indemnify and save IUSD, its agents and employees, harmless from any and all claims, damages, costs and expenses in law or equity, including cost of suits and expenses for legal services caused by the independent acts of the City, its agents or employees, in connection with the performance of this MOU.

### **10.2 Imperial Unified School District**

IUSD agrees to indemnify and save the City, its agents and Employees, harmless from any and all claims, damages, costs or expenses in law or equity, including costs of suits and expenses for legal services, caused by the independent act of IUSD, its agents or employees, in connection with the performance of this MOU.

These provisions shall survive any expiration, termination, or non-renewal of this MOU.

## **11. INDEPENDENT CONTRACTOR**

- 11.1** The City shall be providing services to IUSD as an independent contractor, and any and all services performed by the SRO under this MOU shall be performed consistent with this relationship.
- 11.2** The SRO shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit.
- 11.3** The SRO shall not have, or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions.
- 11.4** As the SRO's employer, the City shall comply with all Federal, State, and local laws rules and regulations.
- 11.5** The City shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District.

## **12. INSURANCE**

Each party accepts the others' self-insurance in lieu of requiring specific commercial coverage.

### **13. TERMINATION OF MOU**

- 13.1** IUSD or City may terminate this MOU without cause any time after the Effective Date, by giving a thirty (30) days written notice to the other party.
- 13.2** In the event that either party fails to perform a material term of this MOU, then either party shall have the right to terminate the MOU with seven (7) days' written notice. Prior to giving such notice, IUSD or City, shall notify the other's Authorized Representative of the material failure and shall be given seven (7) days to cure the failure (if possible).
- 13.3** In the event of termination, IUSD shall compensate City as set forth herein through the date of termination for the services of the Resource Officer and shall continue to receive said services from City through the date of termination (if desired by IUSD).

### **14. GENERAL PROVISIONS**

- 14.1** Headings. The heading titles for each paragraph of this MOU are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the MOU.
- 14.2** Severability. If any term of this MOU (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the MOU shall be construed as not containing that term, and the paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this MOU.
- 14.3** Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this MOU shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim or legal proceeding of any kind related to this MOU shall be filed and heard in a court of competent jurisdiction in the County of Imperial.
- 14.4** Assignment and Delegation. This MOU, and any portion thereof, shall not be assigned or transferred, nor shall any of the parties' duties be delegated without the written consent of the other. Any attempt to assign or delegate this MOU without written consent shall be void and of no force or effect. A consent by a party to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 14.5** Modifications. This MOU may not be modified orally or in any manner other than by an MOU in writing signed by both parties.
- 14.6** Waivers. Waiver of a breach or default under this MOU shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this MOU.
- 14.7** Time, Time is of the essence in carrying out the duties hereunder.



- 14.8** Entire MOU. This MOU, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This MOU supersedes all prior negotiations, MOUs, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this MOU are complementary; what is called for in one is binding as if called for in all.
- 14.9** Each Party's Role in Drafting the MOU. Each party to this MOU has had an opportunity to review the MOU, confer with legal counsel regarding the meaning of the MOU, and negotiable revisions to the MOU. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the MOU.
- 14.10** Signatures. The individuals executing this MOU represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this MOU on behalf of the respective legal entities of the IUSD and the City.
- 14.11** Ratification. This MOU is subject to ratification, effective upon notification and agreement of both parties.

IN WITNESS WHEREOF, the Parties have executed this MOU on the day and year first above written.

**CITY OF IMPERIAL:**  
A Municipal Corporation

By: \_\_\_\_\_  
Dennis H. Morita, City Manager

**IMPERIAL UNIFIED SCHOOL DISTRICT:**

By:   
Bryan Thomason, Superintendent

**ATTEST:**

\_\_\_\_\_  
City Clerk

**Date Ratified by the IUSD Governing Board:** \_\_\_\_\_