

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE RIALTO UNIFIED SCHOOL DISTRICT
AND THE CITY OF RIALTO FOR THE RIALTO POLICE DEPARTMENT
TO STATION THREE (3) SCHOOL RESOURCE OFFICERS AT THE DISTRICT SAFETY
AND SECURITY DEPARTMENT**

This agreement, made and entered into July 1, 2019 through June 30, 2021 by and between the City of Rialto, (hereinafter referred to as "CITY") through its Police Department (hereinafter referred to as "RPD"), and the Rialto Unified School District, a political subdivision of the State of California, (hereinafter referred to as "RUSD"),

WITNESSETH

WHEREAS, RUSD desires to retain three (3) School Resource Officers (SRO's), to perform special services and render advice relating to school safety and violence prevention services for all High Schools, and all Middle Schools within the RUSD, and;

WHEREAS, the RPD can provide SRO's who are specially trained, experienced and competent to perform such special services and render such advice as requested.

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AND CONTRACT AS FOLLOWS:

I.

The CITY shall staff the position of three (3) SRO's for three (3) High Schools and four (4) Middle Schools to be stationed at the RUSD Safety Department Office, during the regular and summer school schedules. The SRO's work schedules shall provide the needed coverage to respond and assist RUSD schools during their normal business hours for the fiscal years of July 1, 2019 through June 30, 2021. The RUSD shall pay the total amount of one officer's salary in the sum of and not to exceed \$155,000.00 for a total of three (3) SRO's. The RUSD shall adhere to contractual obligations as to hours of work, overtime pay, and working conditions as enumerated in the Rialto Police Benefits Association contract with the CITY.

II.

The SRO's shall be under the supervision of the supervisor in charge of the Operations Division of the RPD. The SRO's shall be responsible for serving as a liaison between students, faculty, administration, and parents of the RUSD, and law enforcement in furtherance of good and meaningful relationships with youth, community, school, and police. The SRO's shall coordinate the Operation-Clean Sweep Citation Program for the RUSD, as well as provide the necessary training for administrators, and personnel who will assist the SRO's with writing citations.

III.

The SRO's shall be responsible for law enforcement duties arising on and in the vicinity of any school campus in the CITY's jurisdiction or which fall within the course and scope of a police officer's function as it relates to such schools. The SRO's shall be engaged in a wide variety of activities determined to meet the collective goals of the RUSD and the RPD, as well as the general community, that being, to provide a safe and healthy educational environment. The SRO's duties/activities shall include, but shall not be limited to, assisting individual school administrators and school staff with criminal matters, conflict resolution, gang issues, attendance (truancy) issues, safety procedures, trespassers, parent complaints, issuing and signing citations, and/or other matters consistent with the goals and objectives of the RUSD, and the RPD. SRO's shall not be used for disciplinary matters that fall under the purview of the RUSD and outside the scope and

responsibilities of the SRO. The SRO's may respond and lend assistance, consistent with the above listed duties/activities, at other schools within the RUSD.

It is understood the sharing of information is limited to federal or state laws that govern the collection, use and dissemination of student records.

- Federal privacy laws, including the Family Educational Rights and Privacy Act of 1974 [FERPA]. The Health Insurance Portability and Accountability Act of 1996 [HIPPA], and civil rights and other laws must be considered when developing plans for Criminal Justice Information Systems [SJIS] and /or sharing that involves personally identifiable information from student education records.

RUSD and RPD must balance safety interests and student privacy interests. All information sharing should be based upon The Family Educational Rights and Privacy Act (FERPA) and California laws that govern the release of records. FERPA does contain exceptions to the general consent requirement, including the "health or safety emergency exception." Disclosures based on the exception must be documented in the student's education records to memorialize the emergency that formed the basis for the disclosure.

IV.

The CITY shall defend, indemnify, and hold harmless, the RUSD, their respective agencies, officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for inquiries or damages arising out of the performance of the Agreement, but only in proportion to, and to the extent such liability, loss, expense, attorney's fees, or claims for injuries or damages are caused by, or are the result of, the negligent or intentional acts, or omissions of the CITY, its officers, agents or employees.

V.

The RUSD shall defend, indemnify, and hold harmless, the CITY, its officers, employees, from and against any and all liability, loss, expense, attorney's fees, or claims for injuries or damage arising out of the performance of this agreement, but only in proportion to, and to the extent such liability, loss, expense, attorney's fees, or claims for injuries or damages are caused by, or are the result of, the negligence or intentional acts or omissions of the RUSD.

All notices referenced herein, or as may be given by either party to the other, shall be made in writing, and shall be deemed effective when deposited in the United States mail, with postage prepaid and addressed as herein provided.

NOTICE TO THE CITY

City of Rialto/Police Department
Attn: Chief of Police
128 N. Willow Avenue
Rialto, CA 92376

NOTICE TO RUSD

Rialto Unified School District
Attn: Educational Safety/Security
260 S. Willow Avenue
Rialto, CA 92376

VI.

The RUSD shall pay the total amount of one officer's salary in the sum of and not to exceed \$155,000.00 for a total of three (3) SRO's.

VII.

The SRO's position costs shall be billed to the RUSD, and shall include the employee's salary and benefit cost. The cost of the SRO's positions shall be based on a police officer's salary at entry level, with additional benefit costs added, or the salary and benefit costs of the police officers assigned as SRO's should be less than the top step.

VIII.

The rate of pay and benefits referenced in paragraph VI, are subject to review and adjustment annually. The parties agree that increases caused by contractual obligations between the Rialto Police Officer's Association (Police Union), and the City of Rialto, shall be assumed by the RUSD in the proportion described in paragraph VIII above.

IX.

The City shall invoice (bill) the RUSD on a quarterly basis. The RUSD shall pay such invoices within thirty (30) days of receipt.

X.

No amendment to this Agreement shall be made except by written agreement duly signed and authorized by the parties. Nothing, however, shall preclude the execution of this Agreement in counterparts. This Agreement shall automatically renew on an annual basis and may be terminated by either party with 30-days written notice.

WHEREFORE, the parties have executed this Agreement on the date first above written.

FOR THE CITY OF RIALTO

Deborah Robertson
Mayor

Mark Kling
Police Chief

**FOR THE RIALTO UNIFIED
SCHOOL DISTRICT**

Mohammad Z. Islam
Associate Superintendent
Business Services