

Added 10/4/21 at 5:00 pm

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE GILROY UNIFIED SCHOOL DISTRICT AND THE CITY OF GILROY FOR SCHOOL RESOURCE OFFICERS

This MEMORANDUM OF UNDERSTANDING (MOU) (the “Agreement”) is entered into on _____, 2021 (the “Effective Date”) by and between the Gilroy Unified School District (the “GUSD”) and the City of Gilroy (the “City”) (which may be referred to hereinafter individually as a “Party” and collectively referred to hereinafter as the “Parties”) to provide fiscal support for the School Resource Officers (the “SROs”) assigned to GUSD.

RECITALS

WHEREAS, the Parties desire to place two (2) SROs in service to the GUSD; and

WHEREAS, the Parties have agreed to enter into this Agreement for the purpose of sharing the cost of two (2) SRO positions for the GUSD 2021-2022 fiscal year; and

WHEREAS, GUSD agrees to reimburse the City for its share of the cost, and the purpose of this Agreement is to provide the duties and obligations of both Parties related to these SRO positions, and the terms and conditions for GUSD’s reimbursement to the City; and

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, the Parties hereto agree as follows:

PURPOSE

The parties agree that there are six primary purposes for having police services on school campuses. They are to:

1. Maintain a safe and secure campus for both students and staff;
2. Preserve life and property in a manner which promotes community;
3. Develop positive relationships with students, staff, and the community;
4. Support GUSD staff in securing and transporting of prohibited confiscated items that are illegal to have on campus under California State law;
5. Divert youth away from the criminal justice system through restorative justice programming;
6. Connect youth with mental health behavior services.

1. **Obligation of the Parties.**

a. **City:** The City shall provide the GUSD with two (2) SROs during the 2021-2022 regular school year school year and with one (1) SRO during the 2022 summer session.

i. During the regular school year, each SRO will be assigned to one of the two high schools located in Gilroy - Christopher High School or Gilroy High School, and will be primarily responsible for performing duties and obligations at the high school to which they are assigned, as well as the “feeder” middle and elementary schools associated with it.

ii. During the regular school year, the SROs will provide coverage for each other, as needed, including without limitation, performing SRO duties at the school(s) for which the other officer is primarily responsible if the SRO primarily assigned to the school(s) is absent from work or preoccupied for an extended or indefinite period of time with a matter or matters that may require his or her immediate and full attention..

iii. Consistent with their regular schedules when performing their general Gilroy Police officer duties, the SROs will each work a 4/10 plan. This means that each SRO will work for ten (10) hours per day, four (4) days per week. During the regular school year, their SRO schedules will be staggered so that every weekday will have at least one SRO providing coverage.

iv. The City will provide funding for the two (2) SROs salary throughout the GUSD 2021-2022 fiscal year, and will send an invoice to GUSD for its 50% share of the cost for the SROs at the end of the GUSD 2021-2022 fiscal year.

v. Should the employment of either or both of the SROs be terminated during the 2021-2022 school year, the City will provide substitute officers.

b. GUSD: GUSD shall reimburse the City for 50% of each officer’s full annual salary for the 2021-2022 GUSD fiscal year (12 months), as calculated by the City, including and related benefits. GUSD agrees and understands that SROs are entitled to certain contractual rights pursuant to their collective bargaining agreement with the City, including, without limitation, employee breaks and paid time off. GUSD shall not interfere with or prevent the exercise of these rights.

2. Term. The term (the “Term”) of this Agreement will commence as of the Effective Date and will continue in effect through the GUSD 2021-2022 fiscal year, unless sooner terminated in accordance with the termination provisions provided in paragraph 6, below. Should the GUSD determine that it has sufficient funding to share the cost of the SRO officers for the 2022-2023 school year and desire to renew its commitment to share the cost of such positions, the GUSD must provide notice to the City by April 30, 2022. The City may at its sole discretion extend this Agreement through the 2022-2023 fiscal year, after determining that the City has the funds to cover its share of the cost of such positions.

3. Reimbursement. GUSD’s reimbursement cost is based on the salary and benefits that each officer assigned to the GUSD would receive for performing their regular patrol duties, as described in the cost summary in “Attachment A” to this Agreement. At the end of the Term, the City will provide the GUSD with an invoice for the GUSD’s share of the annual cost for the two

SROs, to be paid in one lump sum payment or in multiple payments as agreed to in writing by both Parties. Should the City provide substitute officers per paragraph 1.a. above, the GUSD's share of the cost will remain the same and continue to be based on the officer salaries and benefits as calculated per "Attachment A."

The full annual salary of the two SROs is \$483,382.86. GUSD's portion of the cost is estimated to be \$241,691.43. The GUSD's share of the cost covers the SROs' on-campus duties and regular patrol duties, as determined by the Gilroy Police Department, performed during the GUSD 2021-2022 school year.

4. Relationship. The relationship of the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed to create any principal or agent relationship, partnership, joint venture, or participation in a joint or common undertaking, between the Parties. The SROs are not employees of the GUSD and will at all times during the term of this Agreement remain under the direct control and command of the Gilroy Police Department. The City and its Police Department will supply all necessary equipment for the SROs for the performance of their SRO duties. The SROs may on an emergency basis be called away from their on-campus duties to perform regular duties during GUSD school operational hours, as needed.

5. Indemnification. Neither Party nor any officer, employee, official, or agent thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the other Party under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that each Party shall fully defend, indemnify and hold harmless the other Party and all of its officers, employees, officials, or agents thereof from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the other Party, under this Agreement.

In addition, in lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other Parties, their officers, officials, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, officials, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. The obligations set forth in this paragraph will survive termination and expiration of this Agreement.

6. Termination. Either Party may terminate this Agreement for cause or convenience at any time upon giving thirty (30) days written notice to the other Party, in accordance with paragraph

7, below. Either Party's failure to comply with the terms, conditions, or provisions of this Agreement may be grounds for termination by the other Party.

7. Notice. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given upon personal delivery; or if sent by first class mail, postage prepaid, three (3) days after the date of mailing; or if sent by nationally recognized overnight carrier, on the date of receipt or refused receipt by the receiving party.

City:

City of Gilroy

Attn: _____

7351 Rosanna St.

Gilroy, CA 95020

GUSD:

Gilroy Unified School District

Attn: _____

7810 Arroyo Circle

Gilroy, CA 95020

8. Amendment. This Agreement may be amended only by mutual, written agreement executed by both Parties.

9. No Assignment. Neither this Agreement nor any portion shall be assigned by either Party, without prior written consent of the other Party.

10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, except that if any of the obligations of the parties under paragraph 1, above, should be determined to be invalid, void, or unenforceable, then this Agreement shall terminate upon such final determination.

11. No Third Party Beneficiary. This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties will have any claim or right of action hereunder for any cause whatsoever.

12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions of any jurisdiction. The exclusive jurisdiction and venue with respect any and all actions or disputes arising out of this Agreement shall be in State and Federal courts located in Santa Clara County, California.

13. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.

14. Waiver. No waiver by either Party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision thereof. All waivers must be in writing and signed by the Party against whom enforcement of the waiver is sought. All remedies are cumulative, and the election to pursue less than all remedies shall not be a waiver of the right to pursue any remedy.

15. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the entire Agreement between the Parties and supersedes any previous agreement, oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

CITY OF GILROY

City Clerk

City Administrator

APPROVED AS TO FORM:

City Attorney

ATTEST:

GILROY UNIFIED SCHOOL DISTRICT

District Clerk

District Superintendent

APPROVED AS TO FORM:

District General Counsel

Attachment A

**Gilroy Police Department
School Resource Officer**

Position:	Police Officer	
Year:	Fiscal Year 2021-2022	
	EmplID: 715710	EmplID: 407187
Calculation Type	Annual	Annual
FTE	1	1
Total Regular Hours	2,079.96	2,079.96
Total Base Salary	115,478.58	115,466.40
Holiday Pay	7,355.99	7,355.21
Master Officer Pay	5,773.93	5,773.32
Uniform Allowance	1,400.04	1,400.04
Education Incentive	8,660.89	8,659.98
Deferred Comp	360.00	360.00
RMT Benefit	1,800.00	1,800.00
PERS	69,288.03	66,403.57
Medicare	2,016.00	1,933.00
Cafeteria Plan (Health)	29,104.44	29,104.44
Life Insurance	22.14	22.14
Employee Assistance Program	168.84	168.84
Unemployment Insurance	1,333.59	1,333.45
Safety Disability	420.00	420.00
Total Employee Cost	<u>243,182.47</u>	<u>240,200.39</u>
	243,182.47	240,200.39
	50%	50%
50% Salary & Benefits	121,591.24	120,100.20
Gilroy Unified School District	241,691.43	