

AGREEMENT
CITY OF FRESNO, CALIFORNIA
AND CENTRAL UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made and entered into effective the 1st day of July 2024, by and between the city of Fresno, a California municipal corporation (CITY), and Central Unified School District (DISTRICT).

RECITALS

WHEREAS, DISTRICT recognizes that the Fresno Police Department's (FPD) assignment of Student Resource Officers (SRO) at DISTRICT high schools and middle schools to perform regular duty law enforcement services is greatly beneficial to DISTRICT in supporting safe, secure, and peaceful school campuses; and

WHEREAS, roles and expectations of SROs are described in Exhibit A; and

WHEREAS, it is the goal of the DISTRICT-FPD partnership to support safe campus environments where all students feel cared for and connected, and where policies, practices and interactions help create a culture free from bias toward specific student groups; and

WHEREAS, DISTRICT desires to contribute monies to CITY to offset CITY'S operational costs for six SROs and a sergeant position assigned, in part to oversee such officers, and thereby assist FPD in continuation of its practice of assigning SROs at DISTRICT high schools and middle schools; and

WHEREAS, CITY is willing to provide six SROs and a sergeant assigned (in part) to oversee such officers, to perform regular duty law enforcement services at DISTRICT high schools and middle schools, subject to availability of such officers.

AGREEMENT

NOW, THEREFORE, it is mutually agreed as follows:

1. Law Enforcement Services

- (a) CITY will provide six officers to be reimbursed 95% by DISTRICT to perform regular duty law enforcement services at DISTRICT high schools and middle schools (Central High School East Campus, Justin Garza High School, Pershing-Pathway Continuation High School, Glacier Point Middle School, El Capitan Middle School, and Rio Vista Middle School) for the entire fiscal year. City will provide one full-time sergeant to oversee the officers, which cost will be reimbursed 20% by DISTRICT. All officers and sergeant assigned to oversee the officers are subject to availability. For purposes of this Agreement, "availability" shall be in the sole determination of FPD's Chief of Police, or his/her designated representative, taking into consideration any factors including, without limitation, health of officers, shortage of manpower, and duty assignment of officer(s) to higher priority matters. However, in specific instances of the officer(s) taking sick or personal leave, FPD approved law enforcement training, or district training mentioned in this contract, then a

coordinated coverage will be conducted with the use of the Sergeants and other SROs from neighboring schools to provide coverage for the affected school site. If the absence is more than one day, FPD will provide a replacement officer in the interim. When school is not in session, the assignment of SRO officers and sergeant shall be at the discretion of the Chief of Police.

- (b) On an as-needed basis and subject to the availability of the officers, DISTRICT may request such law enforcement services by the assigned officers on an overtime basis immediately after the schools' normal hours of operations and on a call back basis at school functions or Board of Education meetings later in the evenings and on weekends. For purposes of this Agreement, "availability" shall be in the sole determination of FPD's Chief of Police, or his/her designated representative, taking into consideration any factors including, without limitation, the officers' personal availability, health of officers, shortage of manpower, funding, and duty assignment of officer to higher priority matters.
- (c) In the event DISTRICT requires law enforcement services for school functions in evenings or on weekends in addition to, or due to the unavailability of, the assigned officers, then DISTRICT shall obtain such services under separate agreement with CITY for "Contract Law Enforcement Services", as it may be amended from time-to-time, and the applicable provisions of the then-current Memorandum of Understanding between the CITY and Fresno Police Officers Association (Non-Supervisory Police Unit 4) as it may be amended from time-to-time.
- (d) The parties agree that the CITY retains control over assignments, wages, and other terms and conditions of employment by CITY of the officers. DISTRICT acknowledges that the officers are held to the requirements of the law and FPD policy. DISTRICT agrees that it shall not have authority to direct the officer's law enforcement activity. DISTRICT will immediately notify FPD of any concerns regarding such activity.
- (e) CITY and DISTRICT agree to work collaboratively to fulfill the responsibilities described in Exhibit B, pertaining to SROs, FPD and DISTRICT.

2. DISTRICT Contribution

- (a) DISTRICT shall pay 95% of six officers and 20% of the sergeant salaries and benefits; 100% of vehicle use fee of seven patrol vehicles; and the balance of FPD's operational costs for the regular duty law enforcement services at DISTRICT high schools pursuant to Section 1(a), above. DISTRICT shall pay CITY the respective annual "Total Cost for Central Unified School District," as set forth in Exhibit C, in four equal payments on each of the following dates: October 1, January 1, April 1 and June 1. For purposes of this Agreement, "operational costs" include (i) the salary and benefits of the officers (including, without limitation, Medicare, medical

insurance, uniform allowance, unemployment, pension, workers compensation premium, and POST Certificate Premium Pay), (ii) the operation and maintenance of seven patrol vehicles, and (iii) administrative fees; as are set forth in more detail in Exhibit C.

(b) DISTRICT shall reimburse CITY on an actual cost basis for the annual salary and benefits of the officers, and any sergeant assigned pursuant to Section 1 (b), above. DISTRICT shall reimburse CITY monthly, in arrears, no later than 30 days upon receipt of an invoice from CITY. CITY shall be paid in accordance with the overtime and call back rates then in effect at the time of performance as governed by the then current Memorandum of Understanding between CITY and Fresno Police Officers Association (Non-Supervisory Police Unit 4) as may be amended (e.g., upon execution of this Agreement, overtime is paid at one and one-half times the base rate of pay, and call back rates are minimum of 3 hours at the rate of time and one-half).

(c) DISTRICT shall provide office space for the officers at the schools.

3. Term of Agreement

It is the intent of the parties that the term of this Agreement will begin July 1, 2024, and end on June 30, 2027, unless terminated earlier in accordance with this Agreement. The parties shall have the option to extend the term of this Agreement for one (1) additional two-year term by written mutual agreement.

4. Termination of Agreement

(a) Either party may terminate this Agreement without cause upon 30 calendar days prior written notice to the other party.

(b) This Agreement may be terminated immediately by either party upon seven calendar days prior written notice should the other party fail subsequently to observe, fulfill or perform any obligation, covenant, term or condition in accordance with this Agreement. A party will have failed substantially to observe, fulfill or perform any obligation, covenant, term or condition of this Agreement, if such failure is not cured within such seven calendar days prior written notice and this shall constitute a material default and breach of this Agreement. The party terminating the Agreement may exercise any right, remedy, (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law or proceed by appropriate court action to enforce the terms of the Agreement, or to recover direct, indirect, consequential or incidental damages for the breach of the Agreement.

- (c) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

5. Indemnification

- (a) DISTRICT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, cost and damages (whether in contract, tort or strict liability including but not limited to personal injury, death at any time and property damage) incurred by CITY, DISTRICT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions or DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by DISTRICT of governmental immunities including California Government Code Section 810 et seq.
- (b) CITY shall indemnify, hold harmless and defend DISTRICT and each of its officers, directors, trustees, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury death at any time and property damage) incurred by District, City of any other person, and form any and all claims, demands and actions in law or equity (including attorney' fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code Section 810 et seq.
- (c) In the event of concurrent negligence on the part of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- (d) This section shall survive expiration or termination of this Agreement.

6. Insurance

It is understood and agreed that DISTRICT and CITY maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents,

employees and volunteers. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either party under the Agreement.

7. Nondiscrimination

Neither party shall employ discriminatory practices in their respective performance under this Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as disabled veteran or veteran of the Vietnam era.

8. Independent Contractor and Not a Partnership

For purposes of this Agreement, CITY and DISTRICT shall act in an independent capacity and not as officers or employees or agents of the other. Nothing in this Agreement establishes, constitutes, or will be construed as establishing or consulting a partnership or agency or employment relationship between CITY and DISTRICT. Officers providing services under this Agreement shall remain the employees of CITY and shall not be employees of DISTRICT.

9. Notices

Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

10. Binding

Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

11. Assignment

Neither party may assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under the Agreement without prior written consent of the other party.

12. Waiver

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

13. Governing Law and Venue

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

14. Headings

The section headings in the Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

15. Severability

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provision.

16. Interpretation

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

17. Attorney's Fees

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

18. Exhibits

Each exhibit referenced in this Agreement is, by the reference, attached and incorporated into and made a part of this Agreement.

19. Procedure of Documents

In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

20. No Third-Party Beneficiaries

The rights, interest, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

21. Extent of Agreement

Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and DISTRICT.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.


CITY OF FRESNO,
a California municipal corporation

CENTRAL UNIFIED SCHOOL DISTRICT,
a local agency

By: _____
Paco Balderrama
Chief of Police
Fresno Police Department

By: _____ Date
Amer Iqbal
Chief Business Officer
Central Unified School District

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  _____ 6/20/24
Jennifer M. Wharton Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY
Fresno Police Department
Attention: Patrol Administration
P.O. Box 1271
2323 Mariposa Mall
Fresno, CA 93715-1271

DISTRICT
Central Unified School District
Attention: Amer Iqbal
Chief Business Officer
4605 N. Polk
Fresno, CA 93722

Attachments:
Exhibit A – Roles and Expectations of SROs
Exhibit B – Responsibilities of SROs, Fresno Police Department, and Central Unified
Exhibit C – Cost Breakdown of Police Services

EXHIBIT A

Roles and Expectations of Student Resource Officers (SROs)

SROs work under the direct supervision of the Fresno Police Department (FPD). The basic duties of the SROs are to be visible and active to assist school staff with crime and safety issues, with the objective of supporting safe school environments. These duties include working toward improving the quality of life for students and staff at school sites; provide students guidance on ethical issues; provide individual counseling and mentoring to students; and prevent criminal activity at the school sites through high visibility foot and vehicle patrols.

The roles and expectations of SROs are to support a safe campus environment by engaging in the following:

- Provide a link between the students, school, community and FPD.
- Interact and build relationships with students and staff.
- Serve as role models to students by modeling positive behavior and professional interactions.
- Be visible in the halls and common area of the campus, particularly during times of high student movement, for safety and crime prevention.
- Work with the principal and site administration to provide safety recommendations to help make the campus safer for all.
- Respond to reports of on-campus criminal activity, using proper discretion to address criminal activity which includes investigation, documentation, and enforcement of the incident based on the totality of the circumstances and the law violated.
- Develop SRO activities based on the goals and needs of the school site as identified by school site administration and within FPD expectations.
- Be visible after school during times of high student movement to prevent crime surges.

EXHIBIT B

Responsibilities of SROs, Fresno Police Department and Central Unified

It is the goal of the Central Unified-Fresno Police Department partnership to support safe campus environments where all students feel cared for and connected, and where policies, practices and interactions help create a culture free from bias toward specific student groups.

SRO Responsibilities:

- Seek opportunities to engage in positive interactions and build relationships with students.
- Participate in informational sessions with students, parents/guardians and staff regarding roles and expectations of SROs.
- Track positive interactions with students.
- Track who initiates student-SRO contacts (Officer, school administrator, other staff, etc.)
- Attend cultural proficiency and restorative practice training provided by Central Unified, if aligned to Police Department standards of practice and training during the school year.
- Participate in quarterly review of student-SRO contact data with district administration and support staff, and collaboratively develop a plan to reduce disproportionate impacts on specific student groups.
- Be present with school staff and parents/guardians in conflict resolution involving students.
- Become familiar with pending disturbances and work with students to proactively intervene prior to conduct that would lead to enforceable action such as arrest or citations.

Fresno Police Department Responsibilities:

- Clearly define roles and expectations of SROs, and consistently communicate and implement them district-wide.
- Develop a system to track positive student interactions, and regularly share this information with the community.
- Develop a system to track who initiates student-SRO contacts (Officer, school administrator, other staff, etc.)
- Collaboratively with Central Unified, develop and implement measures to track and monitor effectiveness of SRO services.
- Continue involving site administration (or their designee) in SRO selection and consider involving community members.

Central Unified Responsibilities:

- Collaboratively with the Police Department, develop and implement measures to track and monitor effectiveness of SRO services.

- Provide SROs with cultural proficiency and restorative practices training, if aligned to Police Department standards of practice and training along with dates to train.
- Create opportunities for student, parent/guardian and staff engagement with SROs.
- Publicly provide SRO-related data on semester basis.
- Develop an annual report highlighting the efforts of SROs on district campuses.
- Continue to gather input from all students, intentionally including students who experienced suspension/expulsion to better understand their perceptions and experiences.
- Continue to identify and invest in mental health support services for students.

EXHIBIT C

**Cost Breakdown of Police Services to
Central Unified School District Agreement
(Effective July 1, 2024 - June 30, 2027)**

FY25 SRO Sergeant & Officer Costs

Last Name	First Name	Rank	School	Annual Salary & Fringe	% Allocated To CUSD	Annualized Straight Time Cost to CUSD	Optional OT Rate**
		Sergeant	ALL	\$220,788	20%	\$ 44,158	\$101.59
		Officer	CHS East	\$189,243	95%	\$179,781	\$84.30
		Officer	JGHS	\$189,243	95%	\$179,781	\$84.30
		Officer	Pershing-Pathway	\$189,243	95%	\$179,781	\$84.30
		Officer	El Capitan	\$189,243	95%	\$179,781	\$84.30
		Officer	Rio Vista	\$189,243	95%	\$179,781	\$84.30
		Officer	Glacier Point	\$189,243	95%	\$179,781	\$84.30
TOTAL						\$1,122,844	

The above schedule provides the total salary and fringe for each Student Resource Officer assigned to the Central Unified School District (CUSD) for Fiscal Year 2025. The amount to be paid by CUSD is based on a percentage of salary and fringe stated for each officer and the annualized straight time costs for a total of \$1,122,844.

Also noted is the optional overtime rate for each officer. The total overtime charges to CUSD will be based on the actual number of hours each officer is utilized.

Patrol vehicle cost is \$10,800 per year, per vehicle. Total charges for seven (7) vehicles are 7 X \$10,800 = \$75,600.

Total Salary Costs for Period	\$1,122,844
Total Vehicle Costs for Period	\$ 75,600
Administrative Fee	\$ 350

Total Cost for Central Unified School District \$1,198,794***

***Includes salary and all applicable benefits (including, without limitation, Medicare, Health and Welfare, uniform, pension, workers compensation premium and POST Certificate Pay that are actually provided during the respective year of this Agreement.)**

****Includes salary and Medicare**

***** The respective Sergeant costs shall be determined by the Fresno Police Department and shall be based upon the straight-time hourly wage rate, overtime hourly rate and vehicle operations and maintenance cost in effect July 1 for the respective year.**

The Administrative Fee shall remain at \$350 for each year. The Fresno Police Department will notify Central Unified School District, in writing, of its annual salary and fringe benefits as soon as the contract is ratified*. The cost is subject to change based on the agreed upon contract between the CITY and the Fresno Police Officers Association (FPOA) which may include a raise in pay to Officers and Sergeants.**