



CITY OF FOLSOM

Police Department

School Resource Officer Agreement Between Folsom Cordova Unified School District and The Folsom Police Department

This School Resource Officer Agreement (“Agreement”), for reference dated July 1, 2021, is made by and between the City of Folsom, a California Charter Municipal Corporation (“SRO Provider”) and Folsom Cordova Unified School District (“District”) (collectively, the “Parties”) pertaining to the assignment of one or more school resource officer (each, a “SRO”, and collectively, “SRO’s”) by the SRO Provider to the District.

WHEREAS, the SRO Provider and District desire to provide for a program to help ensure the physical safety and wellbeing of all students, staff and school facilities of the District (the “SRO Program”); and

WHEREAS, in connection with the SRO Program, SRO’s in partnership with the District may act as role models to willing students; and

WHEREAS, in connection with the SRO Program, SRO’s focus on fostering relationship building, mentorship, coaching and personal connections to assist students in growing into responsible citizens; and

WHEREAS, in connection with the SRO Program, SRO’s and District shall take into consideration that some students may be negatively impacted by a law enforcement presence on campus; and

WHEREAS, in connection with the SRO Program, SRO’s strive to conduct themselves in their daily job duties utilizing procedural and restorative justice, equality, de-escalation, and community policing tactics to minimize the negative impact on affected students.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants, promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, do hereby agree as follows:

1. **Term of Agreement:** This Agreement shall be effective as of July 1, 2021 and shall terminate June 30, 2022, unless sooner terminated pursuant to the provision of Paragraph 15. By mutual agreement of the parties, this Agreement may be renewed twice for an

additional (1) one-year period for a total of three (3) years and in such event the Parties shall confer in advance of such renewal to negotiate the terms applicable to such renewal.

2. **Fee**

A. SRO Provider agrees to provide and pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Folsom Police Department Memorandum of Understanding negotiated with recognized Police employee organizations ("MOU"), including but not limited to: sick leave, vacation leave, compensatory time off, holiday in lieu, retirement contribution, workers' compensation, unemployment compensation life insurance, dental insurance, and medical/hospitalization insurance.

B. In consideration of SRO Provider furnishing the SRO's provided for in this Agreement, District shall pay SRO Provider the sum of \$233,000.00 (two hundred thirty-three thousand dollars) ("Compensation") in equal quarterly installments due and payable upon the commencement of services for each quarter, each quarter commencing on July 1, October 1, January 1, and April 1, respectively. Should this Agreement be renewed by mutual agreement, this Compensation may be increased upon the written agreement of the Parties.

3. **Scope of Service:** During the term of this agreement, SRO Provider agrees to assign two officers as SRO's serving the District with the following primary responsibilities (the "Services"). Based on the triad concept of school-based policing, SRO duties are divided into three responsibilities:

To serve at the assigned school site(s) as qualified Peace Officers.

To build relationships with members of the community served by the District through mentoring, coaching, and acting as a liaison to community resources.

To provide information regarding safety to students, staff, the community served by the District, and the District.

A. To facilitate educational programs and activities that will increase students' knowledge of current law enforcement practices, procedures, and foster personal safety (e.g., Student Internet Safety, Staff Tactical Safety Training, Staff Drug Recognition, etc.). SROs, at the invitation of the District, may participate in staff meeting, professional development, and student and faculty special group meetings (e.g. Equity Task Force, Climate 2.0, SEL Guiding Coalition, Student Unions, etc.).

B. To serve as a mentor and role model for students. SROs, in conjunction with District, may participate or facilitate open-listening or discussion groups with willing students in an effort to focus on social and emotional safety.

- C. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school such as: disorderly conduct, trespassers, the possession and/or use of weapons on campus, the illegal sale, use and distribution of controlled substances and alcohol, gang activity and riots.
- D. To act as an integral part of campus Crisis Response Team, and to review and give input regarding the School Safety Plan.
- E. To report serious crimes that occur on school campus and to cooperate with other law enforcement officials in the investigation of crimes that occur on campus.
- F. To cooperate with other law enforcement officials in the investigations of criminal offenses which occur off campus.
- G. To work cooperatively at the request of District to reduce the incidence of truancy by students through education and acting as a liaison to connect students and families with support services.
- H. To become familiar with and adhere to District Board Policies and Administrative Regulations regarding SRO response to student discipline and criminal activity on campus. If Board Policies and Administrative Regulations regarding criminal activity on campus conflict with State law, SRO's must comply with the law but shall consult school officials about the inconsistency as soon as practical.
- I. To provide data to District representing types of student interaction with SRO, including the SRO's perceived opinion of the students' race and gender, if available and not otherwise restricted by law.

The Services shall be performed with reasonable professional care consistent with a public K-12 educational setting and the standard by which such services are performed under prevailing custom and under applicable law.

4. **Hours of Work and Schedule:**

- 4.1 The Folsom Police Department and District will work together to assess and allocate SRO personnel to provide appropriate coverage based on the needs of the school district.
- 4.2 SRO's will ordinarily work ten (10) continuous hours each day, including a paid lunch period of not less than thirty (30) minutes and not more than sixty (60) minutes.
- 4.3 The Parties will establish start and end times of the workday of each SRO through each SRO's Supervisor and the representative of the District but will be scheduled in accordance with established shifts of the Folsom Police Department.

- 4.4 Each SRO's presence will not be required at school during school vacations, holidays, and other times when school is not in session.
- 4.5 The parties recognize that the SRO Provider schedules its officers to work in 10-hour shifts for 4 days per week per the Folsom Police Department employment Memorandum of Understanding with the SRO's exclusive labor representative. The SRO position may, at the SRO Provider's sole discretion, be staffed by more than one officer in order to accommodate the hours.
- 4.6 If the District's governing board approved school schedule changes, SRO Provider and District agree to reasonably work together to accommodate changes to provide SRO coverage as practical.

5. **Absences:**

- 5.1 In the event of a SRO's absence from work when school is in session, the SRO shall notify both his/her supervisor in the Folsom Police Department and the designated representative of the District for the particular school assigned.
- 5.2 SRO Provider through the Folsom Police Department, will make reasonable efforts not to reassign an SRO when school is in session. District recognizes that there will be times when an SRO is required by temporary reassignment to be absent from campus at the sole discretion of the Folsom Police Department. Absences may include, but are not limited to: staffing shortages, emergencies, court appearances, union release time, and scheduled training.
- 5.3 For absences and reassignments of less than three (3) days duration, SRO Provider will not ordinarily reassign another officer to substitute for the assigned SRO. If the District determines, in its reasonable discretion, that such absences or reassignments are of a chronically unreasonable nature, SRO Provider shall also deduct a pro rata portion from the amount payable by the District at the next billing for such absences.
- 5.4 For absences and reassignments of greater than three (3) days duration, SRO Provider shall reassign another officer to substitute for the assigned SRO, and should SRO Provider neglect to reassign another officer to substitute for the assigned SRO under such circumstance, SRO Provider shall also deduct a pro rata portion from the amount payable by the District at the next billing for such absences.
- 5.5 If due to an emergency, disaster, staff shortage, job action or other event beyond the control of the SRO Provider, the SRO Provider is unable to supply a substitute officer, SRO Provider shall deduct a pro rata portion from the amount payable by the District at the next billing. In return, if the District faces an emergency or other event beyond its reasonable control, District can direct a reduction in SROs Services assigned under this Agreement for the duration of such event, in which

case SRO Provider shall also deduct a pro rata portion from the amount payable by the District at the next billing.

6. **Additional Assignments:**

6.1 For additional duties that fall outside of a SRO's normal working hours but closely related to duties of the SRO's, such as counseling sessions and truancy board meetings, the SRO's may flex his/her hours beyond the normal working hours. Alternately, the SRO's Supervisor may authorize overtime compensation at the Supervisor's discretion.

6.2 Should the District desire the SRO's to attend functions outside of normal school hours which are not closely associated with SRO duties, such as dances or sporting events, the District can contract with Folsom Police Department's Off-Duty Program. The SRO's will be given right of refusal for off-duty assignments at the school to which they are assigned. District retains sole authority to determine and fulfill school site security needs.

7. **Employment:** The SRO's shall be exclusively employees of the SRO Provider as peace officers with the Folsom Police Department, and shall be subject to the administration, supervision, and control of the SRO Provider. The SRO's shall be subject to all personnel and policies and procedures of the SRO Provider and the Folsom Police Department.

8. **Employment Practices:** SRO Provider and District, by execution of this Agreement, each certify that they do not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status, or any other characteristic protected by applicable law including by way of illustration and not by limitation section 12940 of the Government Code, in their respective employment practices. SRO Provider shall hold District free, harmless and indemnified from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs. District shall hold SRO Provider free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practices brought by District personnel.

9. **Supervision and Control:** SRO Provider, in its sole discretion, shall have the power and authority to hire, assign, discharge, and discipline SRO's.

9.1 SRO Provider and District will cooperate in the selection of SRO's. The District will participate in the interview panel and give input and feedback on candidates.

9.2 As employees of the SRO Provider, the SRO's shall follow the chain of command reporting first to his/her assigned supervisor as prescribed by the Folsom Police Department.

9.3 In the performance of their duties, the SRO's shall coordinate with the District to determine the SRO's primary assigned schools, and to communicate with the

District's principals or principals' designees to provide a roving presence in other school campuses of the District if desired or requested by the District.

- 9.4 District will notify a SRO's supervisor with the Folsom Police Department of any complaints against SRO promptly upon receipt.
 - 9.5 In the event that District believes that an SRO is not effectively or proficiently performing their duties, the Superintendent or designee(s) shall notify SRO Provider in writing with a description of the deficiencies. SRO Provider and the District may thereafter confer to determine whether the outlined deficiencies can be remedied to the reasonable satisfaction of the District. If the deficiencies cannot be resolved to the reasonable satisfaction of the District, then District may direct that SRO Provider remove the SRO from the SRO Program, and SRO Provider shall, to the further extent permitted by law, comply with such direction promptly and in no event later than thirty (30) days of receipt of such direction
10. **Dress Code:** It is a goal of the SRO Program that the SRO's be readily identifiable as a police officer. During regular duty on campus, the SRO's shall wear a uniform and appropriate safety equipment to include sidearm, as prescribed by the Folsom Police Department uniform manual. For activities and occasions for which uniform would not be appropriate, the SRO's may wear a modified uniform or other apparel as approved by his/her division commander in consultation with the designated representative of the District for the particular school assigned.
 11. **Equipment, Supplies & Work Space:**
 - 11.1 **Motor Vehicles:** The SRO Provider shall provide a patrol vehicle for use by the SRO's on duty. In addition, the SRO Provider agrees to maintain, repair, insure, and supply fuel for the SRO's vehicle.
 - 11.2 **Weapons, Ammunition & Safety Equipment:** The SRO Provider agrees to provide each SRO with standard issue sidearm, ammunition, body armor, and safety equipment consistent with requirements for all members of the Folsom Police Department as established by policy or Memorandum of Understanding. SROs will wear body-worn cameras in the performance of their duties under this Agreement in accordance with the policy and procedures of the Folsom Police Department.
 - 11.3 **Computers:** The SRO Provider shall provide SRO access to law enforcement and SRO Provider computer networks and programs. The District agrees, to the furthest extent permitted by applicable law, to make available to each SRO any computer network program, email, student directory, or any other network program or database ordinarily accessible by District instructors, staff or administrators.
 - 11.4 **Telecommunications:** SRO Provider agrees to supply the SRO with a cellular telephone and/or digital pager. District agrees to furnish a telephone instrument and private telephone line capable of analog data transmission on campus for each

SRO. District agrees to furnish a facsimile machine or made a facsimile machine available on each campus for SRO use.

- 11.5 Radio Communications: SRO Provider agrees to supply the SRO with a Folsom Police Department portable transceiver. If District operates a radio network for staff or security, the District agrees to furnish the SRO with a transceiver with that capability or to authorize the SRO to operate the supplied transceiver on District frequencies if it has the capability.
- 11.6 Supplies: District agrees to provide the SRO with the usual and customary office supplies and forms required in the performance of their duties. SRO Provider agrees to supply the SRO with specialized law enforcement or SRO Provider forms.
- 11.7 Workspace: District agrees to provide the SRO with a work area accessible to the students on campus and equipped with suitable seating, work surface, and secure storage.

12. **Student Records:**

- 12.1 District shall, to the furthest extent permitted by applicable law, allow the SRO to inspect and copy any public records maintained by the school, including yearbooks and student directory information as defined in Education Code § 49061.
- 12.2 If information in a student's cumulative or other confidential record is needed in an emergency to protect health or safety of the student or other individuals, District shall, to the further extent permitted by applicable law, disclose the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.
- 12.3 If confidential student record information is necessary, but no emergency situation exists, the information may be used only upon the issuance of a lawfully issued court order or subpoena, consent of authorized designee (Parent, guardian, or adult student, as applicable), or as otherwise required by law.
- 12.4 SRO Provider and SRO will comply with policies of the District relative to release of student information and applicable law with respect to the same.

13. **Applicable Laws:** SRO Provider shall provide the services specified herein in accordance with any applicable Federal and State statutes, regulations and directives.

14. **Indemnification:**

- 14.1 Injury to employee while on duty
If any SRO Provider employee is injured while on duty as a result of or in association with any action undertaken pursuant to this MOU, the SRO Provider

agrees to waive subrogation against the District and hold the District harmless from and against any claim for workers' compensation arising out of any such injury.

If any District employee is injured while on duty as a result of or in association with any action undertaken pursuant to this MOU, the District agrees to waive subrogation against the SRO Provider and hold the SRO Provider harmless from and against any claim for workers' compensation arising out of any such injury.

14.2 Injury to parties or individuals other than the District or the SRO Provider

Except as otherwise stated in section 14.1, and to the furthest extent permitted by law, District shall indemnify, defend and hold harmless SRO Provider, its officers, agents, employees, and representatives from and against any and all claims, losses, liabilities, damages, demands and actions, including payment of reasonable attorney's fees to the extent that they arise out of or result from the performance of this Agreement and are caused in whole or in part by any negligent or willful act or omission of the District, its officers, agents, employees or anyone directly or indirectly acting on the behalf of the District, or any breach of this Agreement by the District or its officers, agents, employees, or anyone directly or indirectly acting on behalf of the District.

Except as otherwise stated in section 14.1, and to the furthest extent permitted by law, SRO Provider shall indemnify, defend and hold harmless District, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees to the extent that they arise out of or result from the performance of this Agreement and are caused in whole or in part by any negligent or willful act or omission of the SRO Provider, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the SRO Provider, or any breach of this Agreement by the SRO Provider or its officers, agents, employees, or anyone direct or indirectly acting on behalf of the SRO Provider.

15. **Termination:** Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. In the event of such termination, District shall pay SRO Provider for all services of the SROs rendered up to and including the date of termination.
16. **Amendments:** No modification or amendment to any provision of this Agreement shall be valid unless it is set forth in writing and is signed by the Parties.
17. **Entire Agreement:** This Agreement constitutes the entire agreement between District and the SRO Provider regarding the subject matter of this Agreement and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.
18. **Time:** Time is of the essence in each and all provision of the Agreement

19. **Incidental Beneficiaries:** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to SRO Provider and District. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the SRO Provider and District that any such person or entity, other than SRO Provider and District, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.
20. **Venue:** This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.
21. **Enforceability:** If any term or provision of this Agreement is found to be void, voidable, or invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding. Provisions in this Agreement capable of two or more constructions, one lawful and the other or others unlawful, shall be construed in a manner consistent with applicable law.
22. **Waiver:** In the event that either SRO Provider or District shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving Party.
23. **Headings:** Titles, headings, and similar references contained herein are solely to facilitate reference to various provisions of this Agreement and in no way affect or limit the interpretation of the provisions to which they refer.
24. **Construction of Agreement:** Neither this Agreement nor any provision of this Agreement, shall be construed more strongly against the SRO Provider or the District. This Agreement is the product of negotiation and preparation by and among the SRO Provider and the District and their respective attorneys. Neither this Agreement, nor any provision of this Agreement, shall be deemed prepared or drafted by either the SRO Provider or the District, or the attorney representing the SRO Provider or the District.
25. **Notices:** Notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To SRO Provider:

Folsom Police Department
46 Natoma Street
Folsom, CA 95630

To Folsom Cordova Unified School District:

Folsom Cordova Unified School District
Attn: Superintendent
1965 Birkmont Drive
Rancho Cordova, CA 95742

END OF TEXT – SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

FCUSD:

(If a corporation, must be signed by two officers of the corporation per Corporations Code section 313.)

Date July 21, 2021

Tax I.D. Number _____

Signature Sarah Koligian

Signature _____

Sarah Koligian, Ed.D.
Print Name

Print Name _____

Superintendent
Title

Title _____

CITY OF FOLSOM, A Municipal Corporation:

_____ Date

Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk _____ Date

Stacey Tamagni, Finance Director _____ Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Richard Hillman, Chief of Police _____ Date

Steven Wang, City Attorney _____ Date

NOTICE: SIGNATURE(S) ON BEHALF OF THE CENTER MUST BE NOTARIZED.

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of the Center. This section provides,

at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made.