

TO: Larry Mendonca, Superintendent

Regular Meeting

SUBJECT: School Resource Officer/Police Services
Agreement with the Oakdale Police Department
And the City of Oakdale

Date: March 10, 2025

BACKGROUND

The District and the Oakdale Police Department, in conjunction with the City of Oakdale, have had a discussion to continue with our School Resource Officer. In consideration of character education, reinforcing appropriate conduct in accordance with the law, and especially in responding to critical incidents that may arise, continuing with a uniformed police officer will provide an additional measure of safety and security to the learning environments at school sites.

ANALYSIS

OJUSD is proposing an agreement to provide one School Resource Officer (SRO) which will be on duty during student attendance days and at select athletic events and activities to provide services of law enforcement, respond to crisis situations, assist with truancy issues, support schools in developing safety procedures, and enhance community-oriented policing.

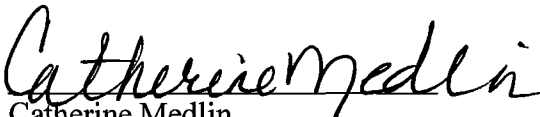
FISCAL IMPACT

The District and the City of Oakdale will jointly fund salary and benefit costs of this position. The costs of this position will be dependent upon the current negotiated pay scale which will be split equally by the District and the City.

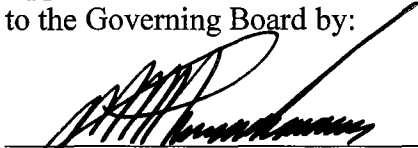
RECOMMENDATION:

It is recommended that the Board of Trustees approve the Police Services Agreement/SRO Contract with the Oakdale Police Department.

Recommended by:


Catherine Medlin
Director of Child Welfare and Attendance

Approved for Submission
to the Governing Board by:


Larry Mendonca
Superintenden

**CITY OF OAKDALE
POLICE SERVICE AGREEMENT
SCHOOL RESOURCE OFFICER PROGRAM**

THIS POLICE SERVICE AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF OAKDALE, a municipal corporation (hereinafter "CITY"), and the OAKDALE JOINT UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT").

RECITALS

- A. On July 1, 2016, the CITY and DISTRICT implemented a School Resource Officer Program, deploying one (1) full-time sworn police officer assigned to the DISTRICT to provide police services at all school sites of the Oakdale Joint Unified School District.
- B. The CITY and DISTRICT will share the salary, benefits, and costs of the one (1) full-time sworn police officer, as further set forth herein.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INTENT.** The program will facilitate a contemporary approach to the emerging crime trends within the schools, maintain a safe academic environment, respond to emergency/crisis situations, and further enhance the community-oriented policing philosophy currently practiced by the Oakdale Police Department. The program is designed to provide a trained sworn law enforcement officer within the District's schools. This officer will not only address the student or school-related criminal activity and respond to emergencies or safety concerns on and adjacent to the school campuses but will also serve in the role of proactively suppressing such activities, thus facilitating a safe academic environment by focusing on school safety, education, and prevention.
2. **GOALS.** The program will proactively address criminal activity on and adjacent to the DISTRICT school campuses, enhancing community-oriented policing. This will be accomplished by a direct approach of proactive police presence, as well as through an indirect approach of mentoring activities, gang recognition, and conflict mediation. The School Resource Officer will be effective in achieving this goal by performing a variety of functions within the schools, combining the roles of law enforcement and education.
3. **SCOPE OF PROGRAM.** "Roles and Responsibilities" of the School Resource Officer (hereinafter SRO) outlined in Addendum "A."
4. **PROGRAM STAFFING.** Staffing of one (1) full time SRO position will be appointed from sworn police officers within the CITY. The CITY will select officers for the program through established "Special Assignment" guidelines of the Police Department. Officers appointed to the program will be rotated according to the "Special Assignment" guidelines or as dictated by the CITY.

CITY OF OAKDALE – POLICE SERVICES AGREEMENT
School Resource Officer Program

5. **PROGRAM WORK SCHEDULE.** The one (1) full-time SRO position will be assigned a 5-day week/ 8 hours per day work schedule. Vacation days will be scheduled during designated “non-school days.” This schedule will accommodate an SRO available to the district at all times.
6. **PROGRAM FUNDING.**
- a) The CITY and DISTRICT will jointly fund the salary and benefit costs of one (1) full-time police officer. The cost will be calculated by the pay scale and benefits of a sworn police officer receiving pay in a specialty assignment in accordance with the Police Officer’s negotiated contract and pay scale. The CITY will invoice the DISTRICT each August for payment by September 30 and March for payment by April 30 in a fiscal year based on the salary and benefits package as set forth in the active Memorandum of Understanding between the CITY and the Oakdale Police Officers’ Association. The calculated cost of the SRO for the year 2024-2025 is not to exceed \$200,000 and will be divided by the CITY and DISTRICT equally:
 - 1.) The DISTRICT will pay 50% at a cost not to exceed \$100,000.
 - b) The SRO's overtime accrued for school functions will be shared equally between the CITY and DISTRICT.
7. **TERMINATION.** The CITY and/or District may terminate this Agreement by notifying the other, in writing, no later than April 30th of each year, that the respective party will not continue to participate past the following June 30th. If a termination notice is not received by April 30th, then the agreement will continue under the same terms and conditions for another year, beginning on July 1st and ending on June 30th.
8. **ATTORNEY’S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney’s fees, costs, and expenses incurred.
9. **NOTICES.** All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY
City Manager
City of Oakdale
280 N. Third Ave.
Oakdale, CA 95361

To DISTRICT
Superintendent
Oakdale Joint Union School District
168 S. Third Ave.
Oakdale, CA 95361

Communications shall be deemed to have been given and received on the first to occur of (1) actual receipt at the address designated above or (2) three working days following the deposit in the United States mail of registered or certified mail, sent to the address designated above.

CITY OF OAKDALE – POLICE SERVICES AGREEMENT
School Resource Officer Program

10. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
11. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
12. **SEVERABILITY.** In the event any term of this agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
13. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Stanislaus.
14. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this program. This Agreement supersedes all prior negotiations, representations, or agreements.
15. **COMPLIANCE WITH THE LAW.** The parties shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
16. **INDEMNITY.**

16.1 The DISTRICT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees, and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the CITY, or the gross or willful misconduct of the assigned officer.

16.2 The CITY shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the CITY or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

16.3 If the DISTRICT rejects a tender of defense by the CITY and/or the assigned officer under this Agreement, and it is later determined that the CITY and/or the officer breached no duty of care and/or was immune from liability, the DISTRICT shall reimburse the CITY and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees, and prevailing party fees

CITY OF OAKDALE – POLICE SERVICES AGREEMENT

School Resource Officer Program

and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the CITY and/or officer settles a liability claim, with or without participation by the DISTRICT.

16.4 The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the CITY or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the CITY or the assigned officer, and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement, neither the CITY nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

17. **INTEGRATION OF PRIOR TERMS AND CONDITIONS.** This Agreement, including all recitals [and Exhibits], constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the Parties' mutual written agreement. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the CITY shall be a person specifically authorized by the legislative body of the CITY to execute this Agreement at the level of City Manager, City Attorney, or equivalent.

18. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of the respective legal entities of the DISTRICT and the CITY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF OAKDALE

OAKDALE JOINT UNIFIED SCHOOL DISTRICT

By: _____
Jerry Ramar, Interim City Manager

By: _____
Larry Mendonca, Superintendent of Schools

ATTEST:

By: _____
City Attorney, Tom Hallinan

**CITY OF OAKDALE – POLICE SERVICES AGREEMENT
School Resource Officer Program**

***Oakdale Police Department
School Resource Officer Program
Roles and Responsibilities***

(Addendum “A”)

I. Goals and Objectives of the School Resource Officer Program

Goals and objectives are designed to develop and enhance rapport between students, police officers, school administrators, and parents of students. The goals of the SRO Program are:

1. Provide a safe learning environment for students, educators, and administrators.
2. Respond to and reduce incidents of school violence or safety emergencies and concerns.
3. Reduction of criminal offenses committed by juveniles and young adults.
4. Establish rapport with the students.
5. Establish rapport with parents, faculty, staff, administrators, and other adults.
6. Create, start, and expand programs with vision and creativity to increase student participation, which will benefit the students, school district, police department, and the community.
7. Enforce attendance, safety, and conduct requirements under the law.

II. Duties and Responsibilities of the School Resource Officer

The duties of the School Resource Officer can be defined by three roles: law enforcement officer, law-related counselor, and law-related teacher. More specific duties of the School Resource Officer are:

1. To establish liaison with school principals, faculty, and students.
2. To prevent juvenile delinquency through close contact with students and school personnel.
3. To confer with the school administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students in school-related activities.
4. To take law enforcement action as necessary and notify the school's administration as soon as possible.
5. To respond and assist with serious incidents occurring at the campuses of all schools within the School System.
6. Participate in parent, student, and teacher meetings when there is a violation of the law.
7. To counsel students in special situations, such as students suspected of engaging in criminal misconduct.
8. To formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the schools.
9. To develop expertise in presenting various subjects in drug abuse prevention education, other areas of the law and law enforcement, and to seek the advice and guidance of the school

CITY OF OAKDALE – POLICE SERVICES AGREEMENT

School Resource Officer Program

administration prior to enacting any program within the school. These are to be short-term programs, as the SRO is not to teach full-time.

10. To coordinate with the school administration and be responsible for law enforcement and security activity at extra-curricular events.

11. To file reports as required by the Oakdale Police Department policies and procedures.

12. To coordinate and plan any extracurricular activities where additional law enforcement is required.

13. Review and assist administrators with school site safety plans.

14. Criminal truancy enforcement and at-risk youth.

15. Intervention with parent/guardian regarding risk behaviors, gang involvement, and illegal or potentially illegal activity.

III. Law Enforcement Involvement and Procedures

A School Resource Officer is, first and foremost, a Law Enforcement Officer for the City of Oakdale Police Department. He or she shall be responsible for carrying out all duties and responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of the Oakdale Police Department.

1. Law Enforcement Officer in the School Environment:

Criminal activity that occurs in the school and is brought to the SRO's attention will be handled with the same professional discretion as any other law enforcement function of a police officer. In exercising this discretion, SROs will consider and respect the needs and desires of school officials, the seriousness of the offense, and any known history of offenses. Any decision to arrest or not to arrest remains with the officer and is the sole responsibility of the officer.

2. Student Disciplinary Procedures:

An SRO is not considered a part of the school's in-house disciplinary process and should use discretion in his or her involvement in that process. Officers will assist with students presenting safety, disciplinary, or attendance problems within the guidelines of the School Systems Code of Conduct and procedures available through California Law. Officers should not allow their role to become unclear by being used to "scare" students into conforming behavior. If an incident at the school is a violation of the law, the principal should contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.

SROs shall not be used for regularly assigned lunchroom duties, hall monitors, bus duties, or other monitoring duties. If there is a problem in one of these areas, the SRO may assist the principal or their designee until the problem is solved. SROs will keep the superintendent's office and school administration apprised of any actions they have taken in response to student violations of Criminal Law. Additionally, SROs will observe, take note of, and report violations of the Student Code of Conduct. They will work to develop good communications with school officials such that they can also bring to their attention suspicious behaviors, rumors, or any other information that might suggest a threat to the safety and security of the school. SROs will keep them informed of events occurring in the community that may impact the safety and security of the school. He or she will also keep

CITY OF OAKDALE – POLICE SERVICES AGREEMENT
School Resource Officer Program

themselves aware of the many social service agencies available for the students and families facing problems, and will refer families to those agencies when appropriate.

3. Reporting of Criminal Activity:

School Resource Officers are responsible for submitting incident/offense reports of events that occur in their schools. Should a criminal incident occur when the SRO is not on campus and is committed to another school or event, the Oakdale Police Department Dispatch will be notified and advised of the necessity to assign the incident to a patrol officer. The SRO should contact the patrol officer as soon as possible to brief the officer on the incident and assume responsibility for future follow-up. Should there be conflict regarding making a report, either between SROs and administrators or between officers, the police department supervisor shall be notified immediately.

NOTE: In an emergency situation, immediately call 911. Oakdale Police Department Dispatch will make the appropriate decision on the course of action from the Oakdale Police.

4. Law Enforcement Responses:

SROs are required to respond to observed criminal activity and may be required to leave the school campus to respond to emergency critical incidents. As soon as it is possible to stabilize a situation and return to assignments within the schools, SROs should do so.

5. School Arrests:

SROs will conform to the Oakdale Police Department Policy and Procedures in affecting any arrest, whether on school grounds or otherwise. In addition, SROs will strive to stay abreast of ever-changing juvenile laws so that their arrests conform to the law and so they can advise others of legal procedures. The SRO will adhere to Oakdale Police Department policy and legal requirements with regard to investigations and interviews. Disclosing confidential information obtained pursuant to proceedings relating to juveniles shall adhere to Oakdale Police Department policy and California law. The SRO takes law enforcement action as required. As soon as practical, the SRO will make the principal of the school and /or the Assistant Superintendent of Pupil Services aware of such action. At the school administration's request, the SRO shall take appropriate action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. SROs will use the greatest discretion in determining the safest method of transporting arrested persons.

6. Interviewing or Interrogating Juveniles:

The SRO should not participate in the interviewing or interrogation of a student during the administration investigation. The SRO may be present in the interview for security purposes or as requested by the administration. SRO must interview students to develop information about a suspected criminal offense. It is not legally required that Miranda warnings be issued or that the student's parents be informed. In the event that a student is the focus of the inquiry or is a suspect in a criminal inquiry, the extended requirements of Miranda warnings as they apply to juveniles will become activated. When a student becomes a suspect in a criminal matter and is taken into custody, the SRO will notify the school administration. The school administration then becomes responsible for notifying the student's parents of the student's status and location.

CITY OF OAKDALE – POLICE SERVICES AGREEMENT
School Resource Officer Program

IV. Organization

1. **Record Keeping Practices:**
The SRO will maintain accurate monthly records of the operation of the SRO program.

2. **Equipment Responsibilities:**
DISTRICT:
 - a) Provide an acceptable work pace as available.
 - b) Assigned cellular or radio communication to each SRO for communications with school officials.
 - c) Provide an assigned parking area for public safety vehicles.
CITY:
 - a) Provide all safety equipment required of a police officer.
 - b) Provide a public safety vehicle with a computer for transportation.
 - c) Provide all command and supervisory support necessary for the positions.

3. **Employment Status of School Resource Officer:**
The School Resource Officer is an employee of the City of Oakdale. The school administration acknowledges that the SRO shall remain responsive to the police department's chain of command; however, the success of the SRO program is based on a true partnership between the two entities.

4. **Good Faith:**
The Superintendent, the Chief of Police, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees.