

**AGREEMENT BETWEEN  
THE CITY OF      AND THE  
COALINGA HURON UNIFIED SCHOOL DISTRICT  
FOR  
SCHOOL RESOURCE OFFICER**

This Agreement is entered into this 1<sup>st</sup> day of July 2019, between the City of Coalinga ("City"), and the Coalinga Huron Unified School District ("District"), with respect to a School Resource Officer.

The parties are mutually desirous of maintaining a sworn Police Officer as a School Resource Officer to be assigned primarily to deal with school safety, crime and delinquency in the District, within the City of Coalinga under the terms and conditions herein set forth; and,

**NOW, THEREFORE:**

1. Beginning on July 1, 2019, the Coalinga Police Department ("Department") shall provide one (1) sworn full time equivalent (FTE) Police Officer to fill the position of School Resource Officer. The School Resource Officer (SRO) will be employed by and under the direction of the Department. The SRO will report to the Chief of Police or their designee. For campus related criminal incidents, the School Resource Officer will be under the direction of the Department. If the incident involves student discipline or educational issues, the School Resource Officer will be under the direction of the designated member of the District.
2. Selection of the School Resource Officer shall be a selection process that includes designated members of the Police Department and designated members of the School District.
3. During the District designated school year, the School Resource Officer is assigned to work from the District schools. During school breaks, the School Resource Officer is assigned to work from the Department. During school breaks, the School Resource Officer will respond, and handle calls for service at the District school sites within the City of Coalinga.
4. During the District's designated school year, the School Resource Officer's time shall be spent performing campus/police related duties. The duties and responsibilities of the School Resource Officer during the regular school year include, but are not limited to, the following;
  - (a) Investigate any criminal activity which occurs on the property of the District or related activity within the City of Coalinga.
  - (b) Provide instruction to the staff of the District on gangs, drugs and crime prevention trends.

- (c) Prepare an easy to read and understand monthly activity report to the Department and the District. The School Resource Officer will keep the District's Administration informed of current investigations and trends that involve the students of the District, either in written or verbal form, depending on the sensitivity of the investigation, and in a manner consistent with the laws that govern release of police records information.
- (d) Provide and coordinate Police coverage for the District's athletic events and social functions. Staffing levels shall be as agreed upon by the District Administration and the Department.
- (e) All other duties and responsibilities required of a law enforcement officer.
- (f) The District Administration and the Department shall work together to keep overtime to a minimum. To assure this is accomplished the Department shall work with the District to flex the School Resource Officer's work hours only for school events as agreed upon by both parties. In the event that the School Resource Officer works any hours outside the designated work schedule, the overtime expenditures shall be reimbursed by the District. The School Resource Officer will be scheduled for a 40-hour workweek, Monday thru Friday, 8 hours per day. 7:30-4:30 with a specified lunch, not during school lunch hours. If the District wishes additional days of service, a Police Officer can be scheduled at the prevailing overtime rate of pay.
- (g) Nothing in this Agreement is intended to prevent the School Resource Officer from responding to off campus emergencies when determined necessary under Department protocols. The Department and Officer shall keep the district informed when this is necessary.

4. The School Resource Officer's duties and responsibilities are closely related to the operations of the District. The Department will attempt to schedule the School Resource Officer's vacations, compensated time off, and training during the times that the District is not in session, i.e., school holidays, winter break, and spring breaks. If this is not possible the District Superintendent will be notified in advance of the Officer's absence and another officer will be provided to work on site. During the summer break, the officer will be assigned to the Department, but will support summer programs, back to school trainings, and any programs or trainings requested by the district. The SRO will actively participate in the development of all school safety plans.

5. The School Resource Officer will receive a Police Officer's rate of pay, as determined by the Department. The Department shall report the District the Officer's rate of pay via regular pay assignment form by July 15<sup>th</sup> of each year.

6. The District shall reimburse the City of Coalinga for the total cost to the City for this School Resource Officer position. Those costs are as follows:

- (a) Annual salary and benefits, based on an official pay assignment form due to the District by July 15<sup>th</sup>. The salary will be adjusted depending on any future negotiated agreement between the City and the Police Officer's Association.
- (c) Patrol vehicle fuel and repairs; \$3,000.00 per year, first half paid in August, second half paid in January
- (d) The cost of this contract is to be paid by the District in two equal payments each fiscal year for the duration of the Agreement. The first payment is to be made in August with the second in January each year. If the Agreement begins during a fiscal year a payment will be made at that time.
- (e) The District shall be responsible for all school related overtime incurred by the School Resource Officer. The City shall be responsible for any additional overtime incurred by the School Resource Officer while performing duties not related to the District. District overtime must have written agreement (via-email) from the Superintendent or Designee in advance, copy of time card, and paid via reimbursement.

7. During the District's regular school year, the District will, at its sole unreimbursed cost, provide office space and a desktop computer as necessary and practical for the successful performance of the School Resource Officer's work.

8. Any educational documents or materials prepared or caused to be prepared by the School Resource Officer pursuant to this Agreement shall be the property of the District at the moment of their completed preparation. Documents related to Department investigations shall remain the property of the Department.

9. City and District shall hold harmless, defend, and indemnify the other from any liability, claims, actions, costs, damages, or losses from injury, including death, to any person or damage to any property as a result of any act or omission of the indemnifying party or its employees or agents in the performance activities under this Agreement.

10. It is expressly understood and agreed by all parties that the School Resource Officer, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an employee of the City of Coalinga and the Police Department and not an employee of the District.

11. The Police Department and District will meet at least quarterly to discuss this partnership, identify areas of need, and areas to commend. A quarterly report will be presented to the Board by the Department.

12. This Agreement is not subject to modification or amendment, except in writing executed by all parties, which writing shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

13. The waiver by either party of a breach by the other of any provisions 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.

14. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either of the parties to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

15. The laws of the State of California shall govern this Agreement and all matters relating to it.

16. Any notice to be given herein shall be written and given by either first class mail, postage prepaid, to or personally delivered to the parties herein, addressed as follows:

The City:	Marissa Trejo, City Manager City of Coalinga
The Department:	Darren Blevins, (I) Chief of Police Coalinga Police Department
Coalinga Huron Unified School District:	Lori Villanueva, Superintendent 657 Sunset St. Coalinga, CA 93210

16. Each party shall provide the other parties with written notice of any change in address as soon as practicable.

17. This Agreement shall commence on July 1 , 2019 and continue in full force for a period of one fiscal year.

18. Extension of this Agreement shall be discussed and agreed upon by both parties at least ninety (90) days prior to the expiration date of this Agreement.

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

**CITY OF**

**COALINGA HURON UNIFIED SCHOOL  
DISTRICT**

By \_\_\_\_\_  
, City Manager

By \_\_\_\_\_  
Lori Villanueva, Superintendent